CHARTER SCHOOL AGREEMENT

DATED AS OF June 4, 2001

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

KIPPDC/KEY. Academy

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this "Agreement") is dated as of June 4 _____, 2001 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (the "Board") and <u>KIPP DC/KEY Academy</u> (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 Exhibit A);

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 Charter. 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.

- 1.3 Location; Permits. The School shall be located at 1720 Minnesota Ave., SE 20020 (the School Corporation's fee or leasehold interest in such property, the "School Property"). The School Corporation shall not operate the School at a location other than the School Property without the prior written consent of the Board. The Board reserves the right to delay or prohibit the School's opening until the School Corporation has provided the Board with each of the following items:
- A. 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, along with true, correct and complete copies of each of the documents referenced in the report. "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.
- **B.** The School Corporation shall provide 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.
- C. The School Corporation shall provide the Board the certificates of insurance required by Section 4.4, within the time periods ser forth in Section 4.4.
- **D.** The School Corporation shall provide the Board with true, correct and complete copies of any agreements entered into for the provision of food services at the School, or if no such agreements have been entered, a detailed description of how such food services will be provided at the School.
- E. The School Corporation shall provide the Board with a certification from an officer of the School Corporation, a member of the Board of Trustees or the chief administrator of the School that the School Corporation has complied in all respects with Section 2204(c)(1) of the Act in connection with any procurement contracts entered into by or in the name of the School Corporation.
- F. The School Corporation shall provide the Board with a certification from an officer of the School Corporation, a member of the Board of Trustees or the chief administrator of the School that the School Corporation has in place all health and safety procedures required by law, including a fire evacuation plan [others].
- G. The School Corporation shall provide the Board with a certification from an officer of the School Corporation, a member of the Board of Trustees or the chief

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administrator of the School that the School Corporation has conducted background checks on all employees and persons who volunteer 10 or more hours per week at the School.

- H. The School Corporation shall provide the Board with a certification from an officer of the School Corporation, a member of the Board of Trustees or the chief administrator of the School that the School Corporation has sufficient books and other supplies for all students attending the School and that curriculum materials have been developed and provided to all teachers at the School.
- I. The School Corporation shall provide the Board with a certification from an officer of the School Corporation, a member of the Board of Trustees or the chief administrator of the School that all signed employment contracts entered into by the School Corporation are on file at the School.

A copy of any information submitted to the Board or otherwise required by Clauses A-J of this Section 1.3 shall be kept on file at 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 Age: Grade. In its first academic year, the School shall instruct students in grades 5 to 5. In subsequent academic years, in accordance with Schedule I, the School may instruct students in grades 5 to 8. 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 guidelines established by the Board. Subject to clause B below, the School Corporation shall maintain an enrollment of no more than 80 pupils in its first academic year and no more than 320 pupils in subsequent academic years substantially in accordance with Schedule I attached hereto.
- **B.** No later than April 1, 2006 and April 1, 2011, 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

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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 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

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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 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 Accountability Plan. 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 Contracts. 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.
- 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 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 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.

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- (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.
- (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.
- Insurance Certificates. No later than August 1, 2001 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.

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- 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.

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SECTION 5. REPORTS

Board:

- 5.1 <u>Reporting Requirements</u>. The School Corporation shall deliver to the
- A. Annual Reports: no later than November 1 of each year, beginning November 1, 2002, 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;
- C. 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, 2001, (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 2001 on October 15, 2001;

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- D. Budget; Fiscal Year: no later than June 1 of each year starting June 1, 2001, 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, 2001 to June 30, 2003 is set forth in Exhibit D hereto; the School Corporation shall deliver to the Board no later than October 30, 2001 a revised operating budget for the period from July 1, 2001 to June 30, 2003; 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;
- 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 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 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

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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 2002, 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; and
- 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 <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.
- 6.3 <u>Powers</u>. The School Corporation shall have the powers set forth in the Act.
- 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.

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- 6.9 <u>Employee Handbook</u>. The School Corporation shall develop and maintain an employee handbook in compliance with 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 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, 2002; or
 - (v) by the Board, if the School fails to begin instructing students by December 31, 2002.

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 Actions Upon Expiration or Termination. 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,

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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 Access. 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 and the School Corporation with such third persons, including, without limitation, 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. 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 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 <u>Assignment</u>. This Agreement shall not be assignable by either party; <u>provided</u> that if the Board shall no longer have authority to charter public schools in the District

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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 <u>Definitional Provisions</u>. 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 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; 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 <u>Dispute Resolution</u>. 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.
- 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:

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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:

Telephone: Telecopier:

- 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 <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 Applicable Law. 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 <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.

KIPP DC/K.EY. Academy

By: Susan A. Schaeffler Title: Principal and Founder

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

By: Chairpersan

SCHEDULES

SCHEDULE I - Maximum Enrollment

EXHIBITS

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

SCHEDULE I

Maximum Enrollment

Grade	Academic Year 1	Academic Year 2	Academic Year 3	Academic Year 4	Academic Year 5
5 th	80	80	80	80	80
6 th		80	80	80	80
7 th			80	80	80
8 th				80	80
Total	80	160	240	320	320

EXHIBIT A APPLICATION

Application to Become a Public Charter School in the District of Columbia

Applicant Information Sheet

Submitted to:

District of Columbia Public Charter School Board 1717 K Street, N.W. Suite 802 Washington, DC 20006

1. Request for Approval: This application is a request for approval to establish and operate a Public Charter School as provided in the District of Columbia School Reform Act of 1995.

2. Applicant Information:
Name of Proposed Public Charter School KEY Academy
Name of Entity Applying for Charter Status KIPP DC/KEY Academy
Address 2801 Cortland Place, NW #1, Washington, D.C. 20008
Contact Person Susan Schaeffler
Daytime Telephone FAX
Email Address (if available) sschaeffle@aol.com
Name of Person Authorized to Negotiate Susan Schaeffler
Authorized Signature Date January 3 rd , 2001
(N
3. Type of Application (Check One):
Conversion of an Existing Public School If conversion, name the school being converted.
Conversion of an Existing Private School Do you wish to retain the existing school site?
New Public Charter School Yes LI No
4. Projected Age Range and Number of Students Expected to Enroll:
a. In 2001-2002 From age/grade 5 to age/grade 5 Number of students 80
b. At Full Capacity From age/grade 5 to age/grade 8 Number of students 320
5. Proposed 2001-2002 Budget Total: \$1,188,108
6. LEA Status: Will the school elect to be treated as a Local Education Agency (LEA) for purposes of Part B of IDEA and Section 504 of the Rehabilitation Act of 1973? (A document explaining public charter school LEA status is available upon request.)
☐ Yes ☐ No

APPLICATION FOR A PUBLIC CHARTER SCHOOL

SUBMITTED TO DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

KIPP DC/ KEY ACADEMY
A KIPP Network School

January 3rd, 2001

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EXECUTIVE SUMMARY

Knowledge Empowers You Academy, (KEY) A KIPP Network School

Founded as a pilot program in 1994, KIPP Academy is an innovative and academically rigorous, college preparatory middle school that serves as a model for educational excellence. Today, KIPP is a Texas State Charter School in Houston, TX and a New York City Board of Education Chancellor's Charter School in the South Bronx. Each KIPP operates independently, and has its own Board of Directors responsible for its operations. There are no payments or financial transactions between the KIPP schools. The sole connection between KIPP Academies is membership in a nonprofit network of schools committed to demonstrating: 1) That disadvantaged students can perform as well academically as the most privileged students and, 2) The essential elements of schooling that make such achievement possible. This application proposes to create a new KIPP Academy (KIPP DC/KEY Academy), managed and operated locally and independently from the other KIPP Academies, but utilizing the same operating principles that have propelled the KIPP Academies to extremely high levels of student achievement.

KIPP Academy is currently in its fifth year of operation in Houston and the South Bronx, and has effectively demonstrated that a college preparatory approach to education can affect dramatic change in academic performance, attendance, and parental involvement. Texas Education Agency (TEA) recognized KIPP Academy as an Exemplary School every year KIPP has operated as a school in Houston. Furthermore, the school's test results placed KIPP Academy among the state's leaders. In New York City, for the second straight year, KIPP Academy was the highest performing public middle school program in the Bronx as measured by reading scores, math scores, attendance, and improvement in reading scores.

KEY Academy is a member of the KIPP Network Schools and will adapt KIPP's proven model to meet the needs of students and their families in the District. KEY Academy will focus its student recruitment efforts in the area East of the Anacostia River in Wards 6, 7 and 8, although its doors will be open to any student and family in the District willing to make the commitments to learn at KEY Academy. These neighborhoods face tremendous problems with high crime rates, illiteracy, drug abuse, teenage pregnancy, high dropout rates and gangs. Rather than use these as excuses for failure, the students at KEY Academy will prove that through desire, discipline, and dedication, fantastic success can be achieved in the face of such adversity. KEY Academy's fifth through eighth grade model effectively achieves a proactive approach in transforming local high schools' ESL and remedial-course populations into large Honors and Advanced Placement (AP) populations.

Students in KIPP Academy receive an intensive foundation in the core academic subjects with an emphasis on developing the knowledge and skills necessary for success in school and life. The school will follow the tried-and-true, successful growth model of opening with just fifth grade, and growing one grade each year until it houses grades five through eight. KIPP Academy provides a haven for teachers, parents, and students who subscribe to the belief that THERE ARE NO SHORTCUTS to success and happiness in life. Beyond the classroom, KIPP Academy focuses on changing community structures and expectations in an effort to institutionalize success. KIPP Academy's core philosophy is as clear as its framework:

To prepare students with the academic, intellectual, and character skills that are necessary for success in high school, college, and the competitive world beyond.

The KIPP Academy framework encourages and motivates students and their families to view an intense academic commitment as the key to future success. Students and their parents choose to enroll in the school instead of remaining in their zoned public schools. The KIPP Academy framework motivates students and teachers to attend school from 7:35 a.m. to 5:00 p.m. during the week, for four hours every Saturday, and for one month during the summer. All of these hours are focused on addressing the academic, intellectual, and character skills of our students. Overall, KIPPsters spend two thirds more time in the classroom than most of their peers, and they achieve remarkable academic and social progress after only one year.

Although there are some after school programs available to students in the District, KEY Academy successfully links regular classroom instruction and extended hours by housing the program in one place, providing instruction by one dedicated faculty, and implementing a unified curriculum interwoven throughout the day from 7:30 a.m. to 5:00 p.m. Furthermore, by serving students in grades 5-8, KEY Academy is effectively bridging the crucial gap between elementary school and high school.

The incorporation of mandatory summer school, Saturday school, and extended hours during the week allows KEY Academy to develop creative programming. During the summer new students are initiated into the routines, procedures, and high expectations of the school while returning students participate in remediation and enrichment activities. Saturdays during the "normal" school year are spent in various enrichment activities. Students choose from art, music, karate, publishing, strategy games, orchestra, test preparation, flag football, dance, and drama. During the week, all students start the day with a half-hour of critical thinking problem solving activities. Students then engage in six to seven hours of instruction that includes reading, writing, math, social studies, science, and novels. From 3:30 p.m. to 5:00 p.m. each day, students participate in one of the school's electives or are in study hall.

The KEY Academy framework succeeds not because of who the teachers and students are, but rather, what the students and teachers do:

- Students and teachers in KEY Academy will spend more time in the classroom than any other school in the District;
- Students in KEY Academy will focus on developing the academic, intellectual, and character skills necessary for success in high school, college, and beyond;
- Teachers in KEY Academy will work together to identify and recruit master teachers in order to refine, share, and develop effective teaching strategies. Teachers who come to the school will bring with them effective classroom techniques, which the entire faculty learn and implement in their own classrooms;
- Teachers in KEY Academy bridge the gap between school and community by visiting every student's home
 before the start of the school year and continuing to make regular home visits throughout the year. Important
 parent activities such as checking homework and reading with the children occur in KEY Academy homes;
- Teachers in KEY Academy will provide students with home phone numbers, cellular phone numbers, pagers, and a toll-free 1-800 number to students in order for children to contact teachers at night for homework assistance or in case of an emergency.

A. Educational Plan

1. Mission and Purpose of the Proposed Public Charter School

a. Educational Needs of Targeted School Population

KEY Academy will open in the summer of 2001 with approximately 80 fifth graders. Each year, the Academy will add a grade until the school serves grades 5-8.

The KEY Academy Charter School's initial enrollment is expected to be as follows:

Grade	Number of Students
5	80
Total	80

Table 1

The KEY Academy Charter School's projected future enrollment is expected to be as follows:

Grade	Number of Students
5	80
6	80
7	80
8	80
Total	320

Table 2

Demographic information on the District of Columbia suggests some of the challenges and obstacles that face our youth. These problems are not unlike those faced by other major metropolitan areas and include drug use and alcohol abuse, economic poverty, crime, and inadequate health care. KEY Academy has identified a location east of the Anacostia River on Good Hope Road. This area is in great need of an excellent middle school to assist students, as they become young adults and make the transition from elementary school to high school. Based on SAT-9 testing data from 1999, the two public middle schools closest to the location for KEY Academy have 32.7-46.7% of students below basic in reading, 74.0-80.6% of the students score below basic in math. Census data for this area of the District shows that the population is over 90% African-American and we expect our student population to reflect this. While the portion of the population east of the river that is ethnically Hispanic is approximately 1-2%, citywide this figure is 7.2%. To meet the needs of non-native speakers of English, we will provide appropriate support as mandated by Federal Law.

Other figures that focus on Anacostia show a disproportionately deprived status quo. While the 1998 median household income for the entire District is \$43, 011 the median for Anacostia is approximately \$30,000. According to 1990 Census data, the percent of the population below the poverty line citywide is 16.9% -- this figure jumps to over 20% for Anacostia, and as high as 28.1% in Ward 8 specifically.

Though these statistics suggest some of the challenges faced by the children growing up in these neighborhoods, they are also indications of the tremendous potential for KEY Academy to help our students overcome such disadvantages and make a better life for themselves and their families. Citywide, 13.8% of the population falls in the 5-17 years age group; east of the river, however, approximately one-fifth of the population is school age. Currently, 33.3% of DC residents are college graduates among the adult population 25 years and older; however, only 11.6% of Ward 7 and 8.0% of Ward 8 adults 25 years and older are college graduates. (All data taken from www.dclibrary.org and based on 1998 Census estimates.)

KEY Academy will provide these students with the environment and structure to succeed, sparking in these students a love for learning and a strong commitment to their education. Our extended school day and year provide these

students the time to succeed academically and the opportunity to remain longer in the safe environment of school. This environment will be the result of our, Commitment to Excellence Contract, which will be signed by students, parents, and teachers. The tenets of the discipline system will be communicated clearly and consistently by all stakeholders in KEY Academy, which will foster a strong home, school, and community partnership that is the foundation of a successful education.

b. Mission and Philosophy

KEY Academy's ultimate goal is to prepare our students with the academic, intellectual, and character skills that will enable them to achieve success through their college years and in the competitive world that follows.

The key components of our program are summed up in our motto, "THERE ARE NO SHORTCUTS," words that apply alike to administration, faculty, students, and parents.

Our school philosophy can be explained through the KIPP Networks Schools' five pillars:

- 1. High Expectations. KIPP Network Schools have explicitly defined and observable high expectations for achievement and conduct that make no excuses based on the background of students. Students, parents, teachers, and staff create and re-enforce a culture of achievement and support through a range of formal and informal rewards and consequences for academic performance and behavior.
- 2. Choice & Commitment. Students, their parents, and the faculty of a KIPP Network School have made a choice to be at the school. No one is assigned or forced to attend these schools. Everyone must make and uphold a commitment to the school and to each other to put in the time and effort required to achieve success.
- 3. More Time. KIPP Network Schools know that There Are No Shortcuts when it comes to helping educationally disadvantaged students succeed academically. A longer school day, a longer school year, and summer school mean more time for students in KIPP Network Schools to acquire the academic knowledge and skills, as well as broad extracurricular experiences that will prepare them for competitive high schools and colleges.
- 4. **Power to Lead.** The principals of KIPP Network Schools are effective academic and organizational leaders who understand that there are no great schools without great school leaders. They have control over their school budget and personnel, allowing them to swiftly move dollars or make staffing changes to be more effective in helping students learn.
- 5. Focus on Results. KIPP Network Schools are focused unrelentingly on results; student performance on tests and other objective measures that substantially outpace district averages; results that don't invite excuses based on demographics; and achievement that enables students to compete at the nation's best high schools and colleges.

c. Educational Focus

KIPP Academy is an innovative and academically rigorous, college preparatory middle school that serves as a model for educational excellence.

The KEY Academy Charter School will serve students in grades 5-8 and will serve students between the ages of 9-15. KEY Academy will focus its student recruitment efforts in Anacostia and the surrounding communities, although its doors will be open to any student and family in the District willing to make the commitments to learn at KEY Academy.

These neighborhoods face tremendous problems with illiteracy, drug abuse, teenage pregnancy, and gangs. Rather than use these as excuses for failure, the students in KIPP are proving that through desire, discipline, and

dedication, fantastic success can be achieved in the face of such challenges. KIPP Academy's fifth through eighth grade model effectively achieves a proactive approach in transforming local high schools' ESL and remedial-course populations into large Honors and Advanced Placement (AP) populations. Students will spend extra time on task learning the fundamentals so that by eighth grade they are on or above grade level and ready to enter high school in college-preparatory programs.

d. Goals

KEY Academy has short-term, intermediate, and long-term goals, together with a single ultimate goal.

The short-term goal is simply to provide an enjoyable and meaningful educational experience; one that impresses upon students the amount they can accomplish in a single year of dedicated hard work, and the level to which they can enhance their self-confidence through achievement.

The intermediate goal is to help students carry this sense of commitment and accomplishment through middle school and into high school.

The long-term goal is to instill in our students the belief that they must and will attend college.

More specific plans for achieving these goals are outlined below. (Please also see the Accountability Plan in Section D for more related information.) Goals are broken down into 1) Academic, 2) Non-academic, 3) Management, and 4) Unique program performance standards.

1. Student academic objectives:

a. All students will meet or exceed state standards in all core subjects.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
All students will be on grade	Stanford 9	Pre-test Sept
level or above		Post-test June
All students will pass	Capstone Assessment	8 th grade year
demonstrate proficiency through	_	
internal assessment		

b. All students will acquire skills necessary for success in college preparatory programs, competitive colleges and in the world beyond.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
All students succeed in high	Alumni transcripts and	Annually
school and college	surveys	starting 2005

c. All students will develop intellectual habits that are characteristic of life-long learners.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
All Students demonstrate	Rubric/ Capstone Units	Sept. 2001
intellectual habits stated in	_	Quarterly
school goals		

2. Student non-academic objectives:

a. All Students will respect and value and establish honest relationships with themselves, family, teammates, and community.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
All students will demonstrate character traits as stated in the school goals	Independent observations and reports	Bi-annually

b. All Students will work hard, and demonstrate perseverance in problem solving.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
All students will demonstrate	Graduation assessments	Annually
character traits as stated in the	involving problem	·
school goals	solving	

c. All students will appreciate opportunities and success with humility.

Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule
All students will demonstrate	Field surveys	Periodically
character traits as stated in the		
school goals	1	

3. Management

Fiscal Management

a. The school leader will develop and implement a fiscally sound budget.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
School will present a sound budget	Budgets	Monthly Yearly 5 year plan

b. The school will be appropriately insured.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
School will carry all necessary insurance	Documents	Yearly

c. The school will implement a fund raising plan.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
School will raise funds to support trips and special functions	Trips and special functions	Ongoing

School governance and management

d. School leader will effectively manage students, staff, budget, and board relations.

Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule
Well managed students, staff, budget, and Board	Independent observations, surveys,	Ongoing
į	discipline reports	

e. School staff and community will contribute to school management, governance decisions and program planning.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
Involved school community and	PTA attendance, quality	Monthly
staff	teams and committee	
	participation	

f. The Board of Trustees will work in conjunction with the school leader to maintain high level academic success.

Expectation/Performance	Method(s) of	Assessment	
Standard	Assessment	Schedule	
An active and supportive Board of trustees with open communication	Board reports and meeting minutes	Bi-monthly	

4. Unique program goals Student enrollment and daily attendance

a. The school will recruit and maintain a student body of 72-80 pupils.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
School will have a student body	Student enrollment	State
between 72-80 pupils	cards	regulated/
		Quarterly

b. Schools will maintain a daily attendance rate of 95% or higher.

Expectation/Performance	Method(s) of	Assessment	
Standard	Assessment	Schedule	
School's daily attendance will be at 97%	Daily attendance	Daily	

Staff competency and development

c. Establish a hiring process to hire outstanding teachers.

Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule
School leader will develop an aggressive recruitment strategy and a rigorous selection process to hire outstanding teachers	Classroom observations, Test results, Student and community surveys	Ongoing

d. The academic leader will create a culture that facilitates professional growth.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
Faculty will engage in	Formative observations,	Ongoing
professional goal setting and	Summative evaluations,	
assessment	Curriculum	
	development	

e. The staff will collaborate to maximize student achievement.

Expectation/Performance	Method(s) of	Assessment
Standard Standard	Assessment	Schedule
The faculty will collaborate horizontally and vertically to plan for and assess student	Scope and sequence, Unit planning, Capstones	Ongoing
achievement	1	

Parental participation

f. The school will foster an environment in which parents will support and participate in their child's education.

Expectation/Performance	Method(s) of	Assessment
Standard	Assessment	Schedule
Parents, students and staff will sign and abide by the Commitment to Excellence	School contract, parental participation log, signed student work	Ongoing

g. The school will provide an environment in which a student feels safe to learn.

Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule
Staff and students will honor all aspects of the contract so that all students can learn.	Signed contract, discipline plan	Survey Ongoing

2. Academic Design

a. Student Content and Performance Standards

KEY Academy will correlate its curriculum objectives to the District of Columbia Public Schools (DCPS) Content Standards. Incoming student needs and performance levels will determine the weight that teachers will place on different elements of the curriculum. The school's expectation is to accelerate student learning to ensure that mastery of the DCPS Standards can be achieved at a quicker pace. This accelerated pace is necessary to prepare the students for the rigorous and challenging curriculum they will encounter in the high school Honors and Advanced Placement programs that are necessary to prepare them for entrance into college.

We will combine the DCPS Standards with the proven methodologies that have found success in other KIPP Academies.

Our intent is not to change the curriculum, but to present the information to the students in an effective manner so that all children can find success.

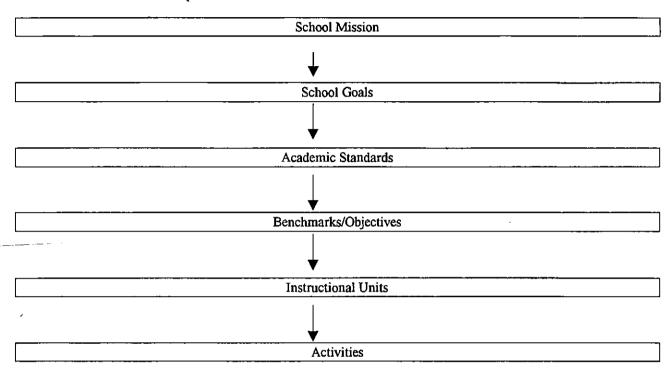
The nonacademic portion of the curriculum, such as daily morning problem solving and the Saturday enrichment program, will contribute to the high academic standards that KEY Academy has set.

All components of the curriculum strive to provide all students with the necessary skills for high school, college and beyond.

b. Curriculum

The KEY Academy will use the District of Columbia new Content Standards, however the pace of the curriculum will be accelerated so that students' will be eligible to enter into honors classes and Advanced Placement courses in high school.

Process of Curriculum Development



Goals for Establishing Curriculum and Academic Standards

Horizontal approach to planning

In the first year of KEY Academy, the School Principal and the three classroom teachers will work together to create a curriculum across the subjects that support the school's overall mission. Each winter the teachers will collaborate on designing capstone units.

Summer of 2001

4/5	4/5	4/5	4/5	4/5	5	NEW
Mathematics/	Language	Novels	General	US History	Chorus/Orchestra	
Thinking Skills	Arts		Science	Geography		

Vertical approach to planning

In the following years, the KEY Academy will begin to plan vertically, as well as horizontally. This approach allows teachers to reinforce difficult skills while at the same time avoid re-teaching skills that have already been covered in previous years.

Summer of 2002

4/5	4/5	4/5	4/5	4/5	5		REVISE
Mathematics/	Language	Novels	Science	US History	Chorus/Orchestra		
Thinking Skills	Arts		ŀ	Geography			
6	6	6	6	6	6	6	NEW
Pre Algebra	English	Novels	Life	Ancient	Drama	Health	
			Science	Civilization			

Summer of 2003

4/5	4/5	4/5	4/5	4/5	5		REVISE
Mathematics/	Language	Novels	Science	US History	Orchestra/Band		
Thinking Skills	Arts			Geography			
6	6	6	6	6	6	6	REVISE
Pre Algebra	English	Novels	Life	Ancient	Drama	Health	İ
			Science	Civilization			·
7	7	7	7	7	7	7	NEW
Algebra	English	Novels	Physical	US History	Foreign	Speech/Debate	1
Part One	_		Science	Pre Civil War	Language	-	_

Summer of 2004

4/5	4/5	4/5	4/5	4/5	5		REVISE
Mathematics/	Language	Novels	General	US History	Orchestra/Band		
Thinking Skills	Arts		Science	Geography			
6	6	6	6	6	6	6	REVISE
Pre Algebra	English	Novels	Life	Ancient	Drama	Health	
	\		Science	Civilization			
7	7	7	7	7	7	7	REVISE
Algebra	English	Novels	Physical	US History	Foreign	Speech/Debate	
Part One			Science		Language		
8	8	8	8	8	8	8	NEW
Algebra	English	Novels	Earth	US History	Foreign	Writing	\
Part Two	,		Science	Post Civ. War	Language		

Clear and specific academic objectives will be mastered at each grade level as students move through the curriculum at KIPP DC/KEY Academy's intensified pace. The curriculum is based on the mastery of content standards and knowledge application. The DCPS curriculum will be supplemented in the following ways: extensive test prep, character education, extra curricular activities, community service, and foreign language.

For a more detailed sample of our curriculum, please see appendix 8.

Planning the Curriculum

The planning team will consist of the principal, teachers and additional outside assistance and expertise as needed. The planning for the first year will be for grade five. The planning team will look at where the students need to be academically when they leave KEY so that they are prepared for pre-college classes in high school. The planning team will then determine what needs to be covered in each year to reach that goal and then they will focus on the detailed planning for grade 5. The planning team will also align the curriculum to out-of-state field trips and local trips.

Grade 5 Checklist for Planning Team

TASK	DATE COMPLETED
Determine necessary knowledge base for college preparatory classes	
Identify end goals for each grade level	
Identify the classes that will be taught on the 5 th grade level	
Identify the methods and systems to be used (SRA, Readers workshop)	
State School's Mission	
State and align school goals to mission	
State and align the academic standards to the mission	
Identify course benchmarks and assessment tools	
Define class objectives	
Create instructional units	
Create daily activities	
Align out-of-state and local field lesson to curriculum	

The out-of-state field lesson will be to St. Augustine, Florida for fifth graders. The future trips will be determined by future planning teams.

The benchmark assessments will indicate if a teacher is on target with their long-term goals. The benchmark assessments will be quarterly, teacher designed and class specific tests given to all students to ensure quality student learning in all classrooms.

Extra Curricular Activities

Most of the extra curricular activities will take place during Saturday school. The fifth grade students will have a physical education/health class daily during the regular school day.

Local specialists and KEY teachers will instruct Saturday school. The classes offered will depend on the local talent available and teachers' interests.

Exceptional and Bilingual Education

All KEY Academy students will receive instruction in a mainstream environment. A special education and bilingual teacher or qualified consulting teacher will monitor the students' progress and assist the classroom teachers in modifying strategies to meet the student's individual needs. For the past three years at KIPP Houston, 100% of the school's special education students passed both the Reading and Math sections of the Texas Assessment of Academic Skills (TAAS) test even though their scores were not reported. KIPP Academy's record of educating LEP and special education students demonstrates the school's sense of awareness for all children, the need for modifications, sensitivity for various obstacles to learning, and the commitment to cooperative efforts between teachers, parents, and students. This cooperative effort ensures all children achieve at the same high levels of success.

KEY Academy Charter School will treat English Language Learners (ELL) and Limited English Proficiency (LEP) students in accordance with all applicable Federal Laws and Regulations. ELL/LEP students will be given appropriate support based on demonstration of a lack of familiarity with English. The LAB-LAU tests, or other appropriate mechanisms will be used when there is a question regarding the exact needs of the student. ELL/LEP students will not be assigned to classes for the disabled because of their language needs. ELL/LEP students will not be excluded from regular school activities because of their language needs.

KEY Academy Charter School is aware of the needs of students and families of limited English ability and such students will be given appropriate support based on their level of English fluency. For that reason, both bilingual and ESL services will be provided to all students in need of service. However, our experiences as educators have proven to us that the best means of doing this is through immersion accompanied by push-in services. "Language Buddies" and consultant teachers will be used to make sure our English Language Learners receive the support needed. In addition, all KEY Academy teachers will receive the materials and the professional development necessary to effectively meet the needs of KEY's English Language Learners. Furthermore the KEY Academy Charter School will work closely with DCPS to find best school practices and to ensure usage of the most effective evaluative strategies and standards.

As per Federal Law regulations, all students with disabilities will be fully integrated into the programs of the KEY Academy, with the necessary materials, mandated services, and equipment to support their learning. The KEY Academy will comply with all of the Individuals with Disabilities Education Act (IDEA) regulations. The school will ensure that any student with a disability attending the Charter School will be identified. Furthermore, the school will collect and maintain the following information on disabled students as required by IDEA:

- 1. The count of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are Limited English Proficient;
- 2. The number of students provided with test modifications and the types and the number of students exempted from District assessments;
- 3. The settings in which students with disabilities receive their services, specifically the portion of the school day they receive services with non-disabled peers including time out of the regular classroom.
- 4. The number of students with disabilities suspended "in-school" and out of school, organized by disability, and length of suspensions and,
- 5. The basis of exit of students with disabilities from the Charter School (i.e. attainment of diploma and type, declassified, moved, etc.).

KEY Academy Charter School will meet all the requirements mandated within a student's Individual Education Plan (IEP). The school will seek to offer an Inclusion Program for all students with disabilities; however, if the student's needs and IEP require a program other than inclusion, KEY Academy Charter School will attempt to meet those needs with existing staff. If the school cannot meet the student's needs with existing staff the school will contact the local Committee on Special Education (CSE) to arrange for service to be provided by DCPS or certified contracted services.

c. Methods of Instruction

KEY Academy will recruit and employ teachers with a proven track record of successfully maximizing classroom learning. We define such success as a process in which students acquire the knowledge and skills needed to achieve academic success and the ability to apply, evaluate, and expand upon this knowledge independently. There are many educational theories and practices proven to be effective in the classroom environment. KEY Academy does not intend to subscribe to only one approach. The school believes in allowing successful teachers to teach in an environment that supports their successful practices and strategies. Current strategies used in KIPP Academy's classrooms include:

- direct whole-class instruction;
- indirect whole-class instruction;
- instruction incorporating various learning modalities;
- · instruction adapted to multiple intelligences;
- teacher-directed small group instruction;
- one-on-one teacher instruction;
- · cooperative learning;
- · peer tutoring;
- computer activities;
- educational and motivational field lessons;
- Haptic, multi-sensory instruction such as raps, songs, chants, and dances;
- ... phonetic-based instruction;
- whole-language instruction;
- project-based learning; and
- discovery learning.

Team Teaching

Teachers at KEY will work together to refine, share, and develop effective teaching strategies. Teachers who come to KEY Academy bring effective classroom techniques, which the entire faculty can learn and utilize through team-teaching experiences.

Each grade level at KEY Academy will be departmentalized, with four teachers teaching the core classes (Mathematics, Reading/English, Science, and History) at each grade. Each grade level will have a Grade Level Chair Teacher, who will act as a lead teacher and work closely with the School Principal on issues such as discipline, scheduling, trips, and student performance. The students will be grouped heterogeneously in three different classes per grade level, and those three groups will rotate through the teachers' classrooms throughout the school day. As the school grows each year, the 7:30 am Morning work period will be an opportunity for the students to be grouped in a multi-grade capacity, thereby allowing the older students to become peer tutors and counselors for the younger students.

d. Students with Disabilities

The KEY Academy Charter School Principal will establish a relationship with the Chairperson of the Committee on Special Education (CSE) in the District to ensure that lines of communication are in place and to ensure that IEP's are implemented. The KEY Academy Charter School Counselor will serve as liaison to the CSE and will ensure that effective and appropriate communication be maintained for the following purposes:

- provision and monitoring of all educational services as required by the Individual Education Plan (IEP)
- provision and monitoring of all related services as required by the IEP
- the completion of all requisite paperwork, updating and filing of necessary information for initial referrals, triennial evaluations and ongoing monitoring of student progress

appropriate provision of any/all test modifications as stipulated on the IEP.

All necessary procedures and practices to ensure confidentiality and accurate and timely reporting will be the responsibility of the certified KEY Academy Special Education Consultant as supervised by the KEY Academy Principal.

If teachers and/or the parents of a student enrolled in the school as a regular education student determine that a student is in need of an evaluation for possible disability, the student will be referred to the local CSE for evaluation. The school will also provide information and evaluations to the CSE to assist them in determining eligibility and services, if any are necessary. The CSE will then meet to determine eligibility for special education services and, if eligible, to develop an IEP. An IEP documents the CSE's findings and articulates a program of mandated services to be administered to the student. The School Principal will ensure that a central file with all special education evaluation material and IEP's is maintained and that this file is kept confidential, in accordance with FERPA and IDEA guidelines. The school Principal will be responsible for ensuring that all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

In the case of students whose IEP's require the provision of specialized services not available at the school (e.g. OT, PT) the school will contract with individual providers on a per diem, fee for service basis or contact the local CSE to arrange for services to be provided by DCPS.

The special education teacher and at least one of the student's primary regular education teachers will meet the CSE to determine appropriate interventions, supplementary aids and services, program modifications, and support to enable the student to participate to the fullest extent possible in the regular education curriculum. The school will liaison with the local CSE Chairperson to ensure the participation of appropriate staff at IEP meetings. The school will attempt to arrange for IEP meetings to be conducted by the CSE at the school before or after the school day or at the CSE before or after the school day to facilitate participation of school staff. Staff, if feasible, may be released with class coverage provided for meetings that must be held during the school day, or arrangements will be made for staff to participate via teleconference.

As previously mentioned, the Principal of the KEY Academy Charter School will ensure that a central file with all special education evaluation material and IEP's are maintained. Access to these records will be overseen by the school Principal, and he/she will be responsible for ensuring that all providers responsible for the implementation of a students IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

Parents will be informed of both the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals four times a year, which is the same frequency as progress is reported to all students and parents. A completed Page 6 of the DCPS IEP will be an attachment to the general progress report. Page 6 of the IEP will serve to document the method by which the students progress toward achieving the annual goal is measured, and the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review and where needed, the reasons the student did not meet the goal.

e. Strategies for Providing Intensive Academic Support

The program design of KEY Academy is to ensure that all children succeed. There are no shortcuts and there are no excuses. The extended day provides the teachers with the time needed for re-teaching and remediation when necessary. Based on the demographics of our target population we are expecting, and are prepared for, the challenge of getting students on grade level and beyond. In order to overcome these challenges KEY will be spending more time on task, and using a variety of teaching strategies that have been proven effective for students who are substantially below grade level. Often these students are kinesthetic and tactile learners whose needs have not been met through traditional teaching methods. To directly address the needs of this population of students we will implement the following techniques: call and response, Haptic, hands-on-learning, role-playing, etc. We strive to facilitate instruction at all levels of learning.

In addition to supporting our lower students, KEY Academy is committed to meeting the needs the gifted students. By providing all students with more time on task, the gifted student will have the opportunity to participate in challenge work and develop higher levels of thinking and a diversity of intelligences. Advanced students will be encouraged to read more advanced literature in Novels class as well as participate in all enrichment classes offered.

3. Student Performance

a. Student Assessment

KEY Academy's mission is to prepare students with the academic, intellectual, and character skills necessary to succeed in high school, college, and the competitive world beyond. While understanding that such skill mastery will occur in gradual steps, KEY Academy will measure the impact and success of its academic programs utilizing several forms of evaluation and assessment. Evaluation and assessment will be conducted on an annual, quarterly, weekly, and daily basis. The evaluation and assessment instruments to be used will include:

- SAT-9 test:
- grade reporting and weekly progress reports to parents;
- student folders:
- student writing portfolios;
- student journals;
- daily subject area monitoring;
- unit tests, which will be signed by parents;
- projects;
- parent surveys; and
- class attendance.

The frequency of these evaluation tools will serve as an opportunity for KEY Academy teachers and administrators to critique the program, adapt instructional approaches, and establish new goals and expectations to better serve the student population.

Standardized Tests

KEY Academy will utilize data from standardized tests both to provide accountability data, as well as to provide the administration, teachers, and parents with additional data to evaluate the effectiveness of our college preparatory program. The SAT-9 is a direct link with DCPS for the comparison of KEY students' progress with other DCPS students and other charter schools. Please see the Accountability Plan in section D-1 for the testing schedules. Please see Appendix 2 for detailed information on the progress of KIPP Academy in Houston and KIPP Academy in the South Bronx.

Additional Accountability Provisions

KEY Academy will continue to utilize these measures as well as initiate new assessments. First, the teachers will teach the eighth grade curriculum at a higher level to 1) prepare students to compete in college preparatory classes at rigorous high schools, and 2) go beyond the material designated to grades five through eight by the DCPS curriculum. In this manner, KEY Academy students will enter high school on an Honors and Advanced Placement (AP) track. Secondly, KEY Academy plans, eventually, to administer the Educational Research Bureau (ERB) test annually to students. This test is administered to private school students who have high college matriculation rates. We want to measure the KEY Academy students against this other successful group in order to ensure our students are maintaining a college preparatory pace.

While the above evaluations and assessments are necessary to ensure KEY Academy is meeting its objectives, the ultimate evaluation of the school will not occur until 2009, when the first class of KEY Academy students will be on track for high school graduation and college matriculation. The percentages of students meeting this standard will provide an overall assessment of the long-range effectiveness and success of the school.

Reporting Timelines

The following table will outline the timelines for reporting all accountability measures to the District of Columbia Public Charter School Board. KEY Academy will provide the DC Charter Board with pre- and post-test data in September of each year.

SAT-9	Graduation Rates	College Matriculation & Acceptance Rates
Pretest in July	July of each	September 1 of each
Post in May of	year, beginning	year, beginning
each year	2009	2009

Table 3

b. Basis for Promotion and Graduation

Mastery of the objectives at each grade level will be the basis for promotion. Because each student will be receiving two-thirds more time on task, we expect to see a high promotion rate. Teachers will assess a student's progress quarterly and in weekly progress reports in order to gauge whether the student is mastering the objectives throughout the year. Students' SAT-9 test scores will also be taken into account when retention is being considered. The decision to retain a student will be made jointly in a meeting of the School Principal and the classroom teachers.

c. Student Intervention

The program design of KEY Academy is to ensure that all children succeed. There are no shortcuts and there are no excuses. The extended day provides the teachers with the time needed to re-teach and provide remedial assistance when necessary. Students who are in jeopardy of retention will be individually counseled and tutored in the specific areas of concern. In addition to the extended day the students who continue to struggle will be provided with additional tutoring from outside sources. Students are individuals, and specific plans will be made accordingly to encompass the strengths and weaknesses of the student on a case-by-case basis.

4. Support for Learning

a. Parent Involvement

KEY Academy operates under the premise that the teachers, parents, and students must work together as partners to provide the atmosphere and potential for a quality education. Parents are a vital part of this partnership, and the KEY Commitment to Excellence Contract (Appendix 1) outlines the ways in which KEY Academy expects and needs the parents to support the educational mission of the school. These commitments for parental support include helping with homework each night, reading with their child each night, ensuring that homework is complete each night, assisting their child in contacting the teacher if there is a problem or a question on an assignment, providing a quiet place with a light for their child to study at home, and being available meet with the teachers at home or at school if the need arises. Parents have responded favorably to the high level of commitment of the teachers and students with the same enthusiasm.

KEY Academy is in the process of working with a DC based non-profit organization called Turning the Page. This organization is already involved with schools in Southeast. Their primary goal is to enhance reading skills for all participants: students and their families. We are working with this organization to adapt their program to our Novels course. Turning the Page also sponsors Community Nights at schools in order to give parents access to community resources to help their own students. More information about Turning the Page can be found at www.turningthepage.org.

Family Involvement

KEY Academy teachers solidify the bridge between school and community by visiting every student's home before the start of the school year and continuing to make home visits throughout the year as needed. During these visits, as well as at parent meetings, KEY faculty impresses upon parents the importance of checking homework, taking an interest in school programs and projects, and reading with their children. KIPP Academy parent meetings and report card conferences have a 98% attendance rate over the past five years in our Houston and South Bronx academies.

b. Community Participation

In response to the growing interest in development and success of KEY Academy by various individuals and organizations within the District, KEY Academy will open its doors to individuals who are dedicated to helping students obtain their academic goals. Our volunteer will program will be composed of community members, college students, high school students, and parents. Volunteers perform several duties, including tutoring, special project assistance, office assistance and serving as guest readers during our Novels classes.

KEY Academy is in the process of working with a DC based non-profit organization called Turning the Page to adapt their program to our Novels course. Turning the Page, also sponsors Community Nights at schools in order to give parents access to community resources to help their own students.

KEY Academy's Health Curriculum will include various community-based organizations that will help KEY Academy students understand nutrition, hygiene, puberty, drug use, alcohol abuse, and family crisis management. Furthermore, given the amount of time the students at KEY Academy will spend in the classroom, a constant stream of motivation from various members of the community will be helpful in keeping the students focused and providing evidence that these sacrifices will pay off in the future.

In addition to the volunteering opportunities, KEY has joined together with the nonprofit organization ARCH, a pillar in the Anacostia community. ARCH will be assisting KEY Academy with facilities and sharing building expenses. We plan to coordinate adult education courses to assist KEY Academy parents in developing the skills necessary to be advocates for their children's education.

c. School Organization and Culture

Teacher Involvement

KEY Academy teachers provide their home phone numbers, cellular phone numbers, and pagers to the students so they can call the teachers at night for assistance with homework or in the case of an emergency. The school even provides an "800" number so students whose family has no telephone will not have to pay to call.

Telephone Communication Plan

Cell Phones

All teachers will be provided with cell phones and a monthly cell plan. The purpose of the cellular phones is to provide parents and students access to teachers around the clock. Students may call for help with homework, with an attendance problem or in an emergency.

Classroom Phones

All teachers will have phones in their classrooms to access other rooms in the building or contact parents during the day.

Student Organizational Plan

The student organizational plan is designed to help support student learning and promote strong organizational skills and good study habits for all KEY students. By purchasing materials through KEY Academy, students will benefit from discounted bulk orders and donated materials. All students will be asked to contribute \$10.00 for all necessary school supplies. Exceptions will be made for families who may not be able to contribute.

Organizational skills will be explicitly taught to students. Using a school wide system will help students to reinforce with each other the proper organization of a notebook. When a student is absent, he or she will be able to get back on track as quickly as possible and begin making up missed work.

KEY Academy will provide each student with the following:

Agenda
Math Spiral, 500 pages
Reading Journal
Language Arts Spiral, 500 pages
Science Spiral, 500 pages
Social Studies Spiral, 500 pages
Pen and Pencils
Calculator

The following supplies will be kept in each classroom and available to students

Pens and Pencils Loose-leaf paper Portfolio Folders Rulers* Protractors*

* These items will be permitted to go home as needed.

Every two weeks the students will be checked for organizational skills during their novels and life skills class. A child who does not pass inspection will spend his or her lunch period cleaning and organizing their materials.

Classroom Decorations

All classrooms are to be decorated by the classroom teacher according to the subjects and grade levels taught. School logos and mottos should be seen in every KEY classroom. Student work and curriculum related decorations should be the focus of decoration in each classroom. The presence of mottoes and student work gives a visual reminder of the high expectations that KEY Academy holds for its students.

School Decorations

The school hallways, bulletin boards and walls will be decorated with KEY mottos and selected quotes.

The school key will be placed in a common area for students passing to touch for a power boost, good luck, or a reminder of KEY's mission. Every child taught at KEY Academy will touch The Key which symbolizes the continuity of the school and each child's contribution to that success. Upon entering the school, each child will receive a replica of The Key. As students are promoted they will turn their own symbolic key.

KEY Academy wants to foster a supportive family environment inside the classroom and throughout the school and community. We want the student body to have pride in themselves, their school, their family, their heritage and their community.

d. Extracurricular Activities

Annual Local and Out-of-State Field Lessons

Our end-of-the-year field lessons serve as culminating activities, which the students must earn through excellent behavior and outstanding homework. Each school year, fifth grade KIPP Academy students acquire a working knowledge of the United States Constitution and the structure of U.S. government. As a class they read and analyze The Declaration of Independence, the Constitution, and a variety of speeches, poems, and lyrics. They also study the importance of and history behind such sites as the Washington Monument, Vietnam Memorial, White House, Bureau of Engraving and Printing, Jefferson Memorial, Lincoln Memorial, The Capitol, Library of Congress, and the Smithsonian Museum of Air and Space, among others. Therefore, one of our fifth grade end-of-the year field lesson is a three-day cultural and educational trip around Washington, D.C., where students are able to transfer what they learned in the classroom to the real world. In this manner, learning truly comes alive. In addition to the immersion in the resources of Washington DC, the KEY Academy students will also take a three day trip to St. Augustine, Florida. In St. Augustine, the students will have the opportunity to see the first city in the U.S. and visit historic Native American and Spanish settlements. Students will take a day trip to Wild Waters at Silver Springs to take a geo-safari, a boat tour, and have some fun at the water park. Located nearby are two Historically Black Colleges: Bethune-Cookman College in Daytona, and Edward Waters College in Jacksonville.

While fifth graders are studying U.S. government and history, their older peers in the sixth grade are learning about the history of the planet and how to set up a tent, because the sixth grade end-of-the-year field lesson is a scientific and exploratory excursion in southern Utah's national parks. This trip presents a challenging and exciting field lesson designed to enhance the students' experiences in earth science and geology, as well as continuing to provide the students with an expanded view of the world around them.

The KEY Academy 7th grade field lesson will be a northeast city and college tour focusing on Boston, New York City, and Philadelphia. Given the area of the country we will visit, the students will receive extensive and intensive instruction in U.S. History in order to prepare them for the sites. KEY Academy is also working with the alumni boards at Harvard University, the University of Pennsylvania, MIT, and Columbia University in order to prepare for visits to these campuses.

As 8th graders, KEY students will travel to the west coast for a college tour. The students will spend time at universities in Los Angeles and San Francisco, as well as tour local attractions within these cities. The students will also spend time camping in Yosemite National Park. Once again, all these activities are designed to inspire the KEY students to want to matriculate into college and explore more of the wondrous sites in our world. Since very few of our students travel outside their home communities, these trips open up their eyes to the numerous and different places they will have the freedom to explore later in life, provided they have the means with which a college education will provide them.

e. Safety, Order, and Student Discipline

Safety, order and student discipline are fundamental to learning at KEY. While students need a challenging curriculum, dedicated teachers and proper materials they must also have a secure environment in which to learn.

Expectations for Time On Task

Classroom distractions will not be tolerated. We will not allow one or a few students to hold back an entire class. During the summer we will introduce the students to a zero tolerance policy on class disruptions. The students will be sent to a designated section of the room and the School Principal will speak to those individuals at that time or during the child's lunch period. Those students will be on probation in that class until the students' behavior improves. A parent conference will be scheduled immediately for any child who is identified by a staff member as disruptive or off task. The faculty will expect to have parent conferences daily during the summer session as children become familiar with KEY procedures.

Enforcing School Procedures

Defining the Policy and Making it Known

All students, teachers, and parents will sign the KEY Commitment to Excellence Contract. In this plan the children, parents and teachers are clear on the expectations of the school before the school year starts. Teachers will be trained and will help develop the KEY Commitments. The KEY Orientation Team (KOT) will then take the Commitment Plan to the homes of the enrolled students to explain the expectations of the school, one on one, prior to the opening of school. The students and parents will have ample time to ask questions of the teachers about the high expectations at KEY and discuss plans for meeting those expectations.

The summer orientation class will focus heavily on acclimating students and parents to school procedures and discipline. This course is taken by all students and is taught by the school principal. During the regular school year the children will also attend a class that is taught by the School Principal where the discipline, organization, and procedures will be reviewed on a regular basis.

Redefining the Policy

Students who break school procedures or falter in their commitment to The Plan will be treated in a fair, consistent, and immediate manner. Parent conferences will be held and the child's portfolio will be examined. The child will serve In School Suspension (ISS) until the behavior is corrected.

ISS Guidelines

In School Suspension is used when a child continues to struggle or disregards the rules outlined in the Commitment to Excellence Contract.

- While serving In School Suspension a KEY student may be assigned to the following:
- Attend mandatory "West Wing"- A program where the student stays at school until all homework is completed.
- New Seat Assignment- The new seat will be away from classmates to avoid future disruptions
- Agenda Plan- A plan that requires the student to have his or her homework agenda signed prior to leaving each class.
- Calling Plan- A plan that requires the student to call as he or she finishes each portion of their homework.
- Lunch Out- A plan that provides the student with a quiet place to eat lunch so they can work on assignments during that time.
- Shortened School Day Program- A plan that only permits a student to attend school during the regular school day only, leaving at 3:30 pm without participating in extra-curricular activities.
- Temporary Slide- A plan that allows the student to spend an amount of time in a lower grade as designated by the School Principal.
- Sign-in and out program- A system that requires a parent to sign the child in and out as they leave and enter the building.

A student on ISS will not be permitted to:

- Attend field trips
- Eat lunch at student tables in cafeteria
- Speak with other students during class, on bus or during free time.
- Participate in enrichment programs

Dress Codes

All KEY Academy students will be required to wear the KEY Academy uniform every Monday through Thursday. The uniform consists of a variety of KEY Academy shirts available for sale at cost from the school. In addition to wearing the KEY Academy shirts the KEY Academy policy consists of the following regulations:

Student Dress Code

- A student must have a KEY Academy shirt on at all times, including Saturday School. The exception is Friday, when students will wear professional dress.
- · All KEY Academy shirts must be tucked in.
- All students will wear the key facing up except 8th graders who may wear the key facing down. (This symbolizes that they are ready to unlock the doors to leadership in the school and the community).
- Pants or slacks may not be made of denim (i.e. jeans)
- All pants must be worn with a belt that fits around the waist.
- Comfortable shoes with no open toes.
- School issued gym clothes will be worn during physical education class.
- Skirts and dresses must be worn no more than two inches above the knee.

Students may not wear the following;

- Tank tops
- · Open toed shoes
- Tight clothing
- Bandanas
- Any gang related attire
- Any makeup that has coloring is not allowed.
- Sleeveless or cut-off shirts, blouses, and dress will not be tolerated.
- Shorts are not permitted at all (except during summer school).
- Overalls (jumpers) are not permitted.
- Earrings that are larger than 1 inch are not allowed.
- Any additional item maybe added by the school if a problem arises

On Fridays all KEY Academy students will be expected to dress professionally. Boys will be expected to wear a shirt and tie and dress shoes, and girls will be expected to dress in a manner befitting a professional young woman.

When KEY Academy students reach the eighth grade, they will receive special "senior" shirts to honor their hard work and perseverance. The key emblem on these shirts will be turned to face down, representing their readiness to be role models and leaders in the school.

Families that are unable to purchase KEY Academy shirts at cost will be provided with them from the school.

Teacher Dress Code

Teachers may dress professionally or in KEY attire.

Student Rewards

Pay Check System

The paycheck system will be used to monitor behavior and homework on a daily basis. Students earn KEY Cash by;

- · completing homework nightly
- perfect attendance
- outstanding behavior in class
- high test scores
- exhibiting "Ganas" or desire, discipline, and dedication

Students can also lose KEY Cash daily by not doing the things listed above.

KEY Cash can be spent at the KEY Corner Store. Students can buy uniforms, school supplies, snacks, and other items sold at the KEY Corner Store.

The KEY Academy Charter School will adhere to the KIPP Commitment to Excellence Contract as a guideline for in-class disciplinary action, suspension or expulsion of students (see Appendix 1). In-class disciplinary actions assigned by a teacher will include, but are not limited to:

- additional assignments to be completed at home and/or at school;
- detention after school;
- mandatory homework study hall after school ("West Wing");
- time-out, otherwise known as In School Suspension (ISS) (see Appendix 7);
- loss of incentives and school trips; and
- calling plans, where the student must call the teachers to inform them when homework is completed.

f. Professional Development for Teachers, Administrators, and Other School Staff

Given the intense time commitment on the parts of all members of the KEY Academy family, teachers and staff will face a challenge to meet professional development expectations. Once every month, the School Principal will work with the Grade Level Chairs to create a schedule whereby all students will start their extra-curricular activity, study hall, or Reading Workshop at 3:30 pm. The remaining time in the day will be dedicated to workshops, where members of the faculty and staff or invited guests will present a session on various topics of relevance. In addition to this time, the staff will meet once every three weeks from 5:15-6:15 to discuss calendar issues and cross-grade level issues. Dinner will be provided by the school for these meetings. Finally, the School Principal will work with each teacher to find a summer program that will enhance instruction in the classrooms. These programs can either be of a content nature or an instructional strategy nature.

At the start of each school year a week-long staff development program is held which provides KEY Academy teachers with an opportunity to design their goals, objectives, and curriculum for the summer and upcoming school year. The teachers work on these designs horizontally within their grade level and vertically across grade levels. It is also a time when teachers and administrators work together to design the most efficient and effective policies, practices, procedures, and schedules for the school.

g. Structure of the School Day and Year

For students in 5th and 6th grade, the entire day from 7:30–3:30 will be mastering academic skills, at 3:30 pm students who need remedial help or tutoring will use the extended day for review. Enrichment and extra-curricular activities will take place for three hours during Saturday school. When students are in 7th and 8th grade and not only caught up to appropriate District standards, but surpassing them, the school will offer a wider array of extra-curricular activities. These activities will take place beginning at 3:30 pm and replace a portion of the time that was reserved for introduction to orchestra in the lower grades. The extra-curricular program will include competitive sports (football, volleyball, basketball, baseball, ultimate frisbee, softball, and soccer), drama, dance team, school newspaper and magazine, yearbook, debate team, community service organization and orchestra. The specific offerings will be varied by the interests of the students and the availability of qualified instructors.

KEY Academy's Extended Day at a Glance

KEY Academy students attend school Monday through Thursday from 7:30 a.m. to 5:00 p.m. and on Friday from 8:00 a.m. to 3:30 p.m. A typical day in the life of a KEY student is broken down according to the following schedule:

		MONDAY	
	Class One	Class Two	Class Three
7:30- 8:00	Breakfast/Morning work	Breakfast/Morning work	Breakfast/Morning work
8:00- 9:30	RLA (Reading Language Arts)	Math	Science (45 minutes) History (45 minutes)
9:30-11:00	Math	History (45 minutes) Science (45 minutes)	RLA
11:00- 11:45	Science	SRA	SRA
11:45-1:00	LUNCH/PE	LUNCH/PE	LUNCH/PE
1:00-2:30	SRA (45 minutes) History (45 minutes)	RLA	Math
2:30-3:30	Thinking Skills	Thinking Skills	Thinking Skills
3:30-4:30 Mixed Classes	Orchestra- Violins	Enrichment (to be announced)	Music Practice/ Tutoring
4:30-5:00	Homeroom/Study hall	Homeroom/Study hail	Homeroom/Study hall

		TUESDAY	
	Class One	Class Two	Class Three
7:30-8:00	Breakfast/Morning work	Breakfast/Morning work	Breakfast/Morning work
8:00- 9:30	RLA	Math	Science/Novels
9:30- 11:00	Math	Novels/Science	RLA
	Novels	SRA	SRA

11:00-			
11:45			
	LUNCH/PE	LUNCH/PE	LUNCH/PE
11:45-1:00			
	SRA/History	RLA	Math
1:00-2:30			
	Thinking Skills	Thinking Skills	Thinking Skills
2:30-3:30			
3:30-4:30	Orchestra- cellos, bass	Enrichment TBA	Music Practice/Tutoring
Mixed			
Classes			
4:30-5:00	Homeroom/Study hall	Homeroom	Homeroom

		WEDNESDAY	
	Class One	Class Two	Class Three
7:30-8:00	Breakfast/Morning work	Breakfast/Morning work	Breakfast/Morning work
8:00- 9:30	RLA	Math	Science/History
9:30-11:00	Math	History/Science	RLA
	Science	SRA	SRA
11:00- 11:45	·		
11:45-1:00	LUNCH/PE	LUNCH/PE	LUNCH/PE
1:00-2:30	SRA/History	RLA	Math
2:30-3:30	Thinking Skills	Thinking Skills	Thinking Skills
3:30-4:30 Mixed Classes	Orchestra- Violins	Enrichment TBA	Music Practice/ Tutoring
4:30-5:00	Homeroom/Study hall	Homeroom	Homeroom

		THURSDAY	
	Class One	Class Two	Class Three
7:30-8:00	Breakfast/Morning work	Breakfast/Morning work	Breakfast/Morning work
8:00-9:30	RLA	Math	History/Novels
9:30- 11:00	Math	Novels/History	RLA
11:00- 11:45	Novels	SRA	SRA
11:45-1:00	LUNCH/PE	LUNCH/PE	LUNCH/PE
1:00-2:30	SRA/Science	RLA	Math
2:30-3:30	Thinking Skills	Thinking Skills	Thinking Skills
3:30-4:30 Mixed Classes	Orchestra- cellos, bass	Enrichment TBA	Music Practice/ Tutoring
4:30-5:00	Homeroom/Study hall	Homeroom	Homeroom

		FRIDAY	
	Class One	Class Two	Class Three
7:30-8:00	Breakfast/Morning work	Breakfast/Morning work	Breakfast/Morning work
8:00- 9:30	RLA	Math	Science/History
9:30- 11:00	Math	History/Science	RLA
	Science	SRA	SRA
11:00- 11:45			
11:45-1:00	LUNCH/PE	LUNCH/PE	LUNCH/PE
	SRA/History	RLA	Math
1:00-2:30			
2:30-3:15	SONGFEST	SONGFEST	SONGFEST
3:15-3:30	Homeroom/Study hall	Homeroom	Homercom

		SATURDAY	
9:00-10:00	Class One STUDY HALL	Class Two STUDY HALL	Class Three STUDY HALL
10:00- 11:00	Orchestra	Sports	Art
11:00- 12:00	Sports	Orchestra	Sports
12:00-1:00	LUNCH	LUNCH	LUNCH

7:30 a.m. -8:00 a.m..

Students arrive for breakfast and enter their classrooms and begin working on morning work. Students practice math, reading, logic and critical thinking skills through a variety of cross-curriculum problem-solving activities.

The purpose of Morning work:

- · is to make any school armouncements;
- give grade level updates;
- take attendance;
- complete mini-morning work;
- · and fill out incomplete homework forms.

Each child will have a homeroom class and a homeroom teacher for the year. Students will remain in their homeroom clusters throughout the day. The homeroom will feed into the student's first class period and should not take up more than 10 minutes. Homerooms will be heterogeneous within a grade level and will pick a cluster college name.

8:00 a.m. - 3:30 p.m. (Core Academic Subjects)

Students are engaged in the standard curriculum areas of Reading novels, Writing, Math, Science, Social Studies, Thinking Skills, Current Events, Technology, and Physical Education. Seventh and eighth grade students receive instruction a foreign language and musical instruments as well. Grade levels are departmentalized.

3:30 p.m.-4:30 p.m. (Enrichment Period)

Students attend an Enrichment Period, in which they receive a daily snack and have the option of working on homework, receiving individualized tutoring from teachers, participating in group projects, or participating in orchestra. KEY Academy will compete in athletics with other schools in D.C. and the Metropolitan area (boys and girls basketball, softball, baseball, girls volleyball, boys football, boys and girls soccer, and co-ed ultimate Frisbee). Moreover, the school will have a school newspaper, yearbook, drama group, and debate team.

4:30 p.m. - 5:00 p.m. Homeroom/Study Hall

Students and teachers divide back into heterogeneous homeroom groups within specific grade levels to read novels, receive tutoring or participate in study hall

After 5:00 p.m. (Computer Literacy and Adult Education)

Students may stay after school to receive instruction and training in computer literacy. Some students who need extra help may be required to stay and additional hour to complete their homework in West Wing. Parents of KEY Academy students may attend adult education classes that are offered by the ARCH program.

There will be approximately 220 days of instruction during the year. The extra days of school will come on Saturday and during the summer. Table 4 outlines the breakdown of these days:

Days	Hours of Operation
Mondays thru Thursdays	7:30 a.m 5:00 p.m.
Fridays	7:30 a.m. – 3:30 p.m.
Saturdays (approximately 24 days during the year)	9:30 a.m 1:00 p.m.
Summer School (15 days)	9:00 a.m 2:30 p.m.

Table 4

Academic Program: KEY Academy's academic year runs from the beginning of July and lasts until the beginning of June. Students and teachers spend more time in the KEY Academy classroom than most other schools in the United States – nine hours each weekday, three and one half hours each Saturday, and fifteen days every summer. These hours rival any school in the industrialized world.

Homework Program

Homework is taken seriously at KEY. A student will complete on average 2 hours of homework nightly.

Subject

Minutes

Average Grade 5 Homework Timeline

Mathematics	20
Reading	25
Language Arts	20
Social Studies	20
Science	20
Total	1hr 45 min

Average Grade 6 Homework Timeline

Mathematics	30
Reading	25
Language Arts	25
Social Studies	20
Science	20
Total	2 hrs

Average Grade 7 Homework Timeline

Mathematics	35
Reading	30
Language Arts	25
Social Studies	20
Science	20
Spanish	20
Total	2 hrs 30 min

Average Grade 8 Homework Timeline

Mathematics	40
Reading	40
Language Arts	25
Social Studies	20
Science	20
Spanish	20
Total	2 hrs 40 min

Subject teachers will check homework daily. Students who are not completing homework will lose part of their "paycheck" and will be marked down in the grade book and parent conferences will scheduled to determine the cause of the problem. KEY Academy goes to great lengths to avoid excuses for homework by providing all teachers with cell phones. All teachers are accessible by phone to assist students who are having difficulty.

Classroom teachers set homework deadlines and are allowed to give extensions on their assigned homework.

Saturday Enrichment Classes

KEY Academy students attend Saturday classes from 9:30 a.m. to 1:00 p.m. During this time, students participate in Swimming, Kung Fu, Dance, Art, Step, Soccer, Basketball, French, Guitar, and Keyboard. Seventh and eighth grade students utilize a portion of this time to continue practice in their extra-curricular activity. These experiences provide students an opportunity to work with professionals in the field and to practice the social and critical thinking skills learned in the classroom during the weekdays. Attending school on Saturday in order to become well-rounded individuals is one of the ways that KEY Academy students have earned the respect and support of their parents and communities. Finally, seventh and eighth grade students have the option of volunteering to stay at school for an additional 2 hours in the afternoon for SAT training. They receive one hour of SAT Math instruction and one hour of SAT Verbal instruction. It is our hope that this early preparation will lead to high scores on the PSAT and SAT as well as scholarship support.

Summer School

Our summer school session provides KEY Academy students, parents, and teachers with a head start in preparing for the upcoming academic year. It is divided into two components. The first segment contains a week-long staff development program that provides KEY Academy teachers with an opportunity to design their goals, objectives, and curriculum for the summer and upcoming school year. The teachers work on these designs horizontally within their grade level and vertically across grade levels. It is also a time when teachers and administrators work together to design the most efficient and effective policies, practices, procedures, and schedules for the school.

The second component of the summer session is brought to life when the students enter our classrooms. During this time teachers, students, and parents become acquainted with the procedures and expectations demanded throughout the year. After assessing each student's individual strengths and weaknesses, teachers emphasize the basics of Reading, Writing, Math, Science, and Social Studies. The summer session is also a time when the process of team building begins. Students are introduced to the concepts, challenges, strengths, and rewards of working as a team. Once the summer session has ended, teachers continue their preparation by designing a curriculum for the fall that will address the specific needs and interests of the students identified during the summer, while following the guidelines expressed in the DCPS Content Standards. Each child will participate in the summer school orientation class instructed by the School Principal.

Summer School Orientation Curriculum

A curriculum will be designed to provide new KEY students with the knowledge they need to succeed at KEY. The objective of this course is to help new students adjust to the KEY System.

Students will be able to:

- Explain the importance of the Commitment to Excellence Contract.
- Recite the KEY pledge.
- Recite the three KEY chants.
- Know the procedures for quiet time.
- Fill out individual paychecks.
- Identify all teachers, teammates, staff, and facility layout.
- Explain bathroom, classroom and cafeteria procedures.
- Use the paycheck system.
- Understand the importance of homework and KEY's homework policy
- List goals for the summer, upcoming school year and post KEY.
- Write the history of KIPP and KEY.
- Follow the procedures for entering and moving through the school.
- Provide school with a completed emergency form, medical forms and free or reduced lunch forms.
- Comply with the school's set expectations for time on task and classroom conduct.
- View the Sixty Minutes video featuring The KIPP Academy.

The School Principal will instruct this class each day for 45 minutes during the summer session.

B. Business Plan

1. Planning an Establishment

a. Profile of Founding Group

KEY Academy is a new not-for-profit, organized under the District of Columbia Nonprofit Corporation Act by CEO Susan Schaeffler (see Appendix 3 for Ms. Schaeffler's resume). As outlined, KIPP stands for Knowledge Is Power Program, and there are currently two other KIPP Academies in operation: in Houston and the South Bronx. Each KIPP operates independently, and has its own Board of Trustees responsible for its operations. There are no payments or financial transactions between the KIPP schools. The sole connection between KIPP Academies is membership in a nonprofit network of schools committed to demonstrating: 1) That disadvantaged students can perform as well academically as the most privileged students; and, 2) The essential elements of schooling that make such achievement possible. KEY Academy will be managed and operated locally and independently from the other KIPP Academies, but utilizing the same operating principles that have propelled the KIPP Academies to extremely high levels of student achievement.

This network of KIPP Academies is an organization named The KIPP School Network. The KIPP School Network's sole mission is to provide training and support for the operation of KIPP Academies around the nation to help foster student achievement. The KIPP School Network is a not-for-profit corporation and does it receive any revenue from any KIPP Academy for its services.

The KIPP School Network will not be involved in any decision making of KIPP DC/KEY Academy, not will it manage the charter school in any capacity. KIPP DC/KEY Academy's Board of Trustees and Officers, led by Susan Schaeffler, will oversee all school operations.

In addition to the KIPP DC/KEY Academy's Board of Trustees there will also be an extensive Board of Advisors. This board will provide support, advice, and technical experience. It will be made up of neighborhood parents, DCPS employees, lawyers, accountants, fundraisers, community activists, technology experts, nurses, other educators, etc.

Please see Appendix 3 for the resumes of the KIPP DC/KEY Academy's Board of Trustees.

Board of Trustees Names and Addresses

Susan Schaeffler 2801 Cortland Pl, NW Apt #1 Washington DC, 20008

Julie Conrad 3609 38th St, NW Apt #210 Washington, D.C 20016

Valena Valentine 4838 Blagden Ave, NW Washington, DC 20011

Andy Solberg 4110 4th St, NW Washington, DC 20011

Michael Berman 3609 38th St, NW Apt #210 Wash, D.C 20016 Penelope Lantz 2803 Cortland PL, NW Apt # 310 Washington, DC 20008

Leigh Anne Fraley 14943 Ladymeade Circle Silver Spring, MD 20906

Maria Kniesler 2901 Connecticut Ave Apt # 1B Washington, DC 20008

Jason Ettinger 1709 Blue Flint Court Reston, VA 20190

Khala Johnson 114 W St, NW Washington, DC 20003

Although the Board of Trustees will be responsible for overseeing the school and its Principal we have compiled a list of advisors who have committed to assist us in making the KEY Academy a success.

Board of Advisors

Name	Background
Dr. Robert Conrad	Assistant superintendent for instruction, Brockport NY
Erana Sanders	DCPS Nurse
Josh Merck	Biology and Health Teacher
April Montgomery Goble	DCPS teacher, Ward 7
Helena Valentine	Program Director of Teen Life Choices, Ward 7
Dr. Katherine James	DCPS principal
Mike Feinberg	Co-founder The KIPP School Network, Houston
David Levin	Co-founder The KIPP School Network, South Bronx
Scott Hamilton	Director, Fisher Foundation
Melissa Kim	DCPS teacher, Ward 7
Quinton Graham	DCPS High School Counselor
Kaya Henderson	Partner, The New Teacher Project
Elvy Wanzer	DCPS Custodial Engineer
Jenifer Carducci	Special Education
Kirsten Hendricks	Child Life Specialist
Julie Norbury	Lawyer
William Schaeffler	Fundraiser
Kimble Teel	FOCUS, Community Activist
Bob Woodson	Community Activist

b. Planning Process

Ms. Schaeffler, already an educator and member of the DC community, targeted DCPS to found a charter school after receiving a Fisher Fellowship. The Fisher Fellowship is a highly selective and distinguished one-year-long fellowship program, designed to train educators to plan, open, and run their own school, based on the five pillars of KIPP Network schools. Ms. Schaeffler agreed to accept the Fellowship during its inaugural 2000-2001 academic year, and has completed residencies at the two KIPP Academies and a business school executive management program. Michael Feinberg, founder of KIPP Academy in Houston, serves as the head of The KIPP Network schools and the Fisher Fellowship, and has overseen Ms. Schaeffler's fellowship studies. For a more detailed description of the Fisher Fellowship and The KIPP School Network, please see Appendix 4.

Julie Conrad, the lead teacher, has also been directly involved with the planning process from the beginning of the application process. She is also a DC resident and educator with teaching experience in DCPS at the fifth and sixth grade levels. Ms. Conrad has a Masters degree and two years of work experience in public policy.

Khala Johnson, a current teacher with a legal background and resident in Southeast, will be assisting with community relations and student recruitment. Khala has spent time studying the academic and orchestra programs at KIPP Academy-South Bronx.

In addition, the board of trustees is an active group of Washingtonians committed to the planning process. Each Board Member has signed a Commitment Agreement. See Appendix 3 for signed copies.

c. Corporate Structure and Non-Profit of School

KEY Academy is incorporated under the District of Columbia Nonprofit Corporation Act. Its Board of Trustees are all residents of the District of Columbia and its surrounding metropolitan area. The articles of incorporation and bylaws are located in appendix 5.

2. Governance and Management

a. Board of Trustees

This section outlines the existing governance structure of KIPP DC/KEY Academy, as it pertains to the charter operation. Table 4 identifies the KEY Academy Board of Trustees and Table 5 identifies the KEY Academy Officers (Please see Appendix 5 for KIPP DC/KEY Academy's corporate documents).

Susan Schaeffler, founding member of KIPP DC/KEY Academy, will serve as the Chief Operating Officer and President of KIPP DC/KEY Academy. In this capacity, Ms. Schaeffler will serve as the charter contact between KIPP Inc, and the District of Columbia Public Charter School Board. The KEY Academy Officers and Board of Trustees are charged with ensuring that the charter school adheres to DC Code and meets their own respective accountability measures.

KEY ACADEMY Board of Trustees

RETACADEMI Boura of Trustees		
Board Member Name	Background	
Julie Conrad	Education, Public Policy Research	
Valena Valentine	Educator, Reading Specialist	
Andy Solberg	Police Lieutenant, 6th District (Ward 7)	
Michael Berman	Engineer, Building Inspector	
Penelope Lantz	Lawyer specializing in family law	
Leigh Anne Fraley	Program Director of Teach For America,	
	Educator, Professional Development,	
	Administration	
Maria Kniesler	MA Government Administration, Training	
	Administrator, US Department of Labor	
Jason Ettinger	IT Consultant, CEO of Global Networking	
	Solutions	
Khala Johnson	Educator, Lawyer	

KEY ACADEMY Officers

Officer Name	Title
Susan Schaeffler	President and KIPP Academy School
:	Principal
Julie Conrad	Vice-President
Jason Ettinger	Treasurer
Leigh Anne Fraley	Secretary

b. Rules and Policies

The KEY Academy Board of Trustees are empowered to:

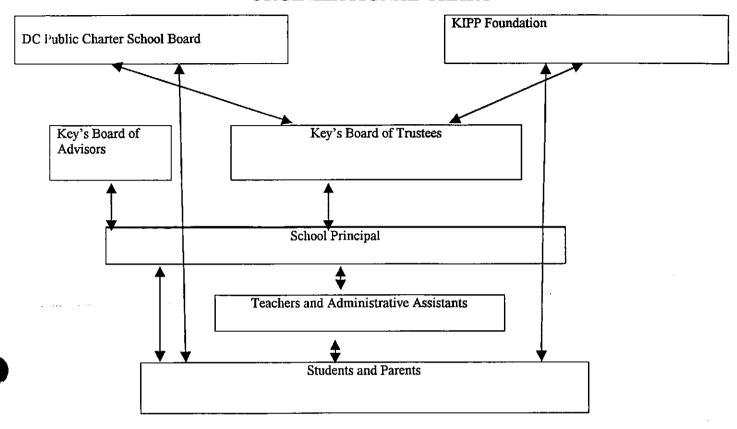
- appoint and evaluate the performance of the school Principal;
- approve employment and termination of all personnel instructional as well as non-instructional;
- ensure that the school adheres to the goals outlined in this charter, as well as District guidelines;
- hold the school Principal accountable for the academic and fiscal responsibility of the school; and
- provide support to the school for additional fund-raising, marketing and other services as needs arise; and
- the Board's Treasurer will sign any checks written over \$7,500.

The KEY Academy School Principal is empowered to:

- submit all personnel recommendations to the KEY ACADEMY Board of Trustees;
- manage and evaluate instructional and non-instructional staff;
- maintain school budget records; and
- · write and sign all school checks.

c. Administrative Structure

ORGINIZATIONAL CHART



DC Public Charter School Board- this board is made up of seven members who were appointed by the Mayor, in consultation with the District of Columbia Council. Nelson Smith is the Executive Director and Josephine Baker is the Chair. This board is responsible for reviewing and accepting our charter application. This chartering authority shall monitor the operations of each public charter school to which eligible chartering authority has granted a charter. They shall ensure that each such school complies with the applicable laws and the provisions of the charter granted to such school. They will also monitor the progress of each such school in meeting student academic achievement expectations specified in the charter granted to such school. Our charter will remain in force for a 15-year period and will be renewed every 5 years.

KIPP Foundation- KIPP stands for Knowledge Is Power Program, and there are currently two other KIPP Academies in operation: in Houston and the South Bronx. Each KIPP operates independently, and has its own local Board of Trustees responsible for its operations. There are no payments or financial transactions between the KIPP schools. The sole connection between KIPP Academies is membership in a nonprofit network of schools committed to demonstrating: 1) That disadvantaged students can perform as well academically as the most privileged students; and, 2) The essential elements of schooling that make such achievement possible. KIPP DC will be managed and operated locally and independently from the other KIPP Academies, but utilizing the same operating principles that have propelled the KIPP Academies to extremely high levels of student achievement.

This network of KIPP-like schools is an organization named The KIPP Network Schools. The KIPP Network's sole mission is to provide training and support for the operation of KIPP-like Academies around the nation to help foster student achievement. The KIPP Network is a not-for-profit corporation.

The KIPP Network will not be involved in any decision making of KIPP DC/KEY Academy; it will not manage the charter school in any capacity. KIPP DC/KEY Academy's Board of Trustees and Officers, led by Susan Schaeffler, will oversee all school operations.

KEY's Board of Trustees- This board will have an odd number of members that does not exceed 15. A majority shall be residents of the District of Columbia and at least two shall be parents of a student attending the school. The Board of Trustees will be fiduciaries of the school and shall set overall policy for the school. The KEY Academy's Board of Trustees will meet every six weeks in year one. The Trustees and Chair will be appointed from within and will serve a two-year term, with the option of being re-assigned yearly. At least one board member will be attend the monthly KPA meetings and will serve on quality teams when necessary.

Board of Advisors- This board will provide support, advice, and technical experience. It will be made up of neighborhood parents, DCPS employees, lawyers, accountants, fundraisers, community activists, technology experts, nurses, other educators, etc.

KEY Academy Campus Governance Structure

The KEY Academy Shared Decision Making Model

KEY Academy's governance structure will be a Shared Decision Making model based upon the belief that the determination of school outcomes should be made collectively by all members of the school community. The Shared Decision Making Committee (SDMC) is responsible for campus level planning and decision making that will involve the school's professional staff, parents, and community members in establishing and reviewing the school's educational plans, goals, performance objectives, and major classroom instructional programs. KEY Academy has adopted a "Quality Circle" model of shared decision-making, which is guided by standing committees, and overseen by the SDMC.

KIPP DC's SDMC will be a nine-member committee consisting of the following:

3 KEY Academy instructional staff members;

1 KEY Academy non-instructional staff members;

2 parents;

1 community member,

1 member of the KEY Academy Board of Trustees;

the School Principal.

Communication within the school community will be enhanced through the following:

- newsletters;
- surveys;
- SDMC meeting minutes; and
- quarterly reports to the KEY Academy Board of Trustees.

All SDMC meetings will be open. School-based instructional and non-instructional staff members will be nominated and elected by school staff. SDMC members will be elected in alternating two-year terms. Immediate re-elections will be held for committee members resigning from KEY Academy. Secret ballot elections will be held, and candidates will be elected by a majority vote. While the SDMC is responsible for creating school policies, District guidelines supersede SDMC decisions.

KEY Academy Quality Circles

Quality circles will be formed to examine specific school related issues. Any KEY Academy staff member, student, parent, or community member may request to have an issue addressed by the SDMC by completing an "Input Form" and placing it in the SDMC box in the main office 24 hours prior to the SDMC meeting. Emergency issues will be dealt with on an as needed basis. In response to an input form, the SDMC will establish a quality circle to address the stated concern. The members of the quality circle may be a combination of volunteers or appointed individuals. The chairperson of the quality circle will be responsible for reporting to the SDMC. The quality circle will research the identified issue and recommend solutions. Once recommendations have been presented to and approved by the SDMC, the quality circle will implement the approved recommendations. In the event the recommendations fail to secure SDMC approval, the issue will be redirected to the quality circle for further analysis and resolution.

Parental Input

Parents will be involved in the SDMC, the KEY Parent Association (KPA), and the KEY Academy Parent Advisory Steering Committee (KPASC). KEY Academy recognizes that parental involvement is essential in a child's education process. The school is committed to encouraging parents to become leaders in the SDMC and KPASC.

The KPA will be comprised of any interested parents who choose to attend parental involvement meetings held monthly. The KPA will elect 5 members to serve on the KPASC. The KPASC will lead parental concerns in the areas of recruitment, dress code, fund-raising, student and family crises, and family involvement on the campus. The KPASC will also have a presence on the KEY Academy Board of Trustees, as well as the SDMC.

d. School Management Contracts

KEY Academy will not be hiring a school management team.

3. Finance

a. Anticipated Sources of Funds

KIPP DC/KEY Academy's funding sources will be diverse. The per pupil payments, facilities allowance, federal entitlements and summer school funds will be combined with grants and donations. KEY Academy also plans call upon local business for fundraising efforts and in-kind donations.

b. Fundraising Efforts

KEY Academy will conduct extensive fund raising efforts during the year. This fund raising includes foundation grants, corporate sponsorships, parent fundraisers, and student fundraisers. The annual goal of this fund raising campaign will be to generate an additional \$1,000 per student in order to offset the costs of the Saturday lunches, extra school supplies and instructional materials for the extra time in the classroom, and the out-of-state field trips. KEY Academy is working with the Challenge Foundation on its second stage of a grant proposal requesting \$110,000 for the upcoming year.

c. Financial Management and Accounting

The school principal of KEY Academy, after consultation, will submit an annual budget to the KEY Academy Board of Trustees by August 1 of each year. KIPP DC/KEY Academy's annual fiscal period runs from September 1 through August 31. By August 1, the school's introductory summer session will have ended, and the campus will be able to make accurate per pupil budget allocations. The Board of Trustees, under obligation according to the bylaws, must approve the annual budget by August 31 of each fiscal year. The Board of Trustees will also have the assistance of the accounting consultants from McGladrey & Pullen, LLP to assist us with financial management on a bi-weekly basis.

Proposed Budget

The school Principal of KEY Academy will have sole signature authority on the bank accounts for any amount up to and including \$7,500. Above \$7,500.00, the KEY Academy Board of Trustees will nominate an additional person who must sign transactions as well. With the help of the school secretary and the accountant service, the school Principal will maintain the financial records and prepare a financial report for every quarterly meeting of the KEY Academy Board of Trustees.

The following outline details the budget template:

Net Assets

KIPP DC/KEY Academy's net assets are \$0 at this time, but through The KIPP Network, funds will be received prior to the start of the charter school funding process. The amount will depend on start-up needs.

Estimated Revenues

The ADA is based upon a student enrollment of 72 children in the first year, and growing by 72 students each year. While we estimate slightly larger classes, for the purposes of budget planning and appropriating, we are underestimating the number of students to provide a safety net. The start-up money comes from Title X, which KEY Academy has been awarded \$110,000 and the KIPP Network is available on an, as needed basis.

The Title I funding is based upon \$250 per qualifying student. The meal allocation is based upon a reimbursement for each student in the federal lunch and breakfast program of \$3/day. Although KEY Academy is prepared for LEP and Special Education students the funding is not represented in this budget, since we do not yet know the number of students who will qualify for these services.

Estimated Expenses

KEY Academy will employ four teachers, one School Principal, and an Administrative Assistant in its first year of operation, along with part-time employment given to a nurse, plant operator, and accountant service. KEY Academy will pay teachers and non-instructional staff based primarily on the DCPS salary scales. KEY Academy will also pay stipends to the teachers for time spent with the students beyond 3:30 p.m. during the week, as well as on the weekends. KEY Academy will also pay 100% of the medical insurance premiums for each full-time employee.

KEY Academy will contract with a food service operation to provide breakfast and lunch to students participating in the federal meals program. The estimated cost per student per day is \$4. Another contracted service will be the schools' copy machines. Finally, KEY Academy has hired McGladrey & Pullen, LLP as our accounting firm.

A large portion of the supplies is designated for student supplies, school furniture, and the teachers' instructional materials. Funds are also allocated for office supplies, maintenance and custodial supplies.

A portion of the operating costs deals with the programming needs of the schools. These funds are earmarked for student field lessons and other special student activities. The remaining portion covers the lease of the facilities, utilities, and the various property and liability insurance premiums.

KEY Academy will select a reputable payroll service.

d. Civil Liability and Insurance

KEY Academy will follow the recommended Insurance Coverage levels and will research the possibilities of investing in additional coverage.

e. Provisions for Audit

KEY Academy will request services from a local accounting firm to conduct the annual audit. We are currently working with McGladrey & Pullen, LLP to assist us with financial management on a bi-weekly basis. KIPP DC/ KEY Academy has enlisted the support of McGladrey & Pullen, LLP to provide accounting / financial services, tax planning, and auditing services. McGladrey & Pullen, LLP is one of the nation's leading certified public accounting firms and has significant experience supporting not-for-profit organizations. Their information is as follows:

McGladrey & Pullen, LLP 6701 Democracy Boulevard, Suite 600 Bethesda, MD 20817 Phone: (301) 897-3200

Fax: (301) 897-2020

Point of Contact: Stephen G. Perry (CPA)

KEY Academy will have a line item in its budget to pay for the services mentioned above. The audit will occur within 120 days of the end of each fiscal year.

4. Facilities

a. Identification of a Site

KEY Academy is currently working with, The Eastridge Companies, LLC (See Appendix 6 for documents relating to facility) to identify a school site, create a facility plan and make sure that KEY Academy is in compliance with all DC Procurement Regulations. The facility has been identified and is under renovation as an educational facility that meets or exceeds all district building codes requirements. The facility is owned by the non-profit organization, Action to Rehabilitate Community Housing (ARCH). ARCH will lease the needed space to KEY for years one and two. The building is designed for a student population of 300. ARCH plans to share a small portion of the facility for its program and office needs. The location of the school facility is:

1231-35 Good Hope Road, SE Washington, DC 20020

ARCH is also leasing office space to KEY prior to the opening of the school facility in late June. The office space is located around the corner from the school site on, Martin Luther King Blvd, this space will be used for recruitment of students and teachers as well as daily office use.

b. Site Renovation

ARCH is currently renovating the facility in which KEY will occupy for the first two years. Eastridge Companies and KEY continue to search for a permanent site for year three. All future sites are either currently vacant and renovations will be required to adhere to the Americans With Disabilities Act (ADA) of 1990, Title III, or is a vacant plot that will enable us to construct a modular campus. Appendix 6 a letter from (the company listed above), details the facility options available to KEY Academy upon approval from the District of Columbia Public Charter School Board to operate public charter school.

c. Financing Plans for Facility

KEY Academy will lease the facility from ARCH and the lease agreement will be within the facility allowance provided by The District. KEY Academy will work with a financial institution to borrow money for the renovating of the school space or lease-purchase of the modular buildings, as well as for the various start-up costs in year three. If we cannot find a financial institution willing to loan funds on favorable terms for a start-up not-for-profit, then The KIPP Network will serve as the lender (See appendix 6 for further information).

d. Building Maintenance

We will be working with ARCH to share custodial, security, and utility costs. The expense for these services will be shared by ARCH and Key Academy. Key Academy will be renting this property, therefore any major repairs or expenses will be the responsibility of the lessor, ARCH.

5. Recruiting and Marketing

a. Outreach to the Community

Admission to KEY Academy will be a cooperative decision between students, parents, and teachers. Students and parents must choose to enroll in KEY Academy instead of remaining at the zoned public school. The school encourages and motivates the students and their families to view an intense academic commitment as their key to the future. Students, parents, and teachers will be expected to sign KEY Academy's Commitment to Excellence Contract. These documents address the areas of attendance, homework, behavior, and academics. (See Appendix 1). No student will be denied admission to KEY Academy based on race, ethnicity, national origin, gender, or disability.

Three types of informational packets will be created to disseminate information: a family packet, media packet and a fundraiser packet.

nmitment To Excellence	Commitment To Excellence
ıtract	Contract
Y Brochure	KEY Brochure
cipal's Business Card	Principal's Business Card
nder's Resume	News Articles on KIPP
cutive Summary	Program Budget Needs
dia Focus Form	60 Minutes Video
	Executive Summary
	Patrons list
	Y Brochure ncipal's Business Card inder's Resume cutive Summary dia Focus Form

KEY Academy will be housed for years one and two in the new ARCH facility located on Good Hope Road. ARCH already has an established track record in serving as a resource to the community. In conjunction with the resources offered by ARCH, KEY Academy will be able to offer access for parents to attend classes at ARCH. The building will be dually used maximizing its availability to the community: the daytime hours by KEY Academy and evenings primarily by ARCH. There will be computer lab and general office equipment.

We hope to continue to partner with neighborhood associations. Currently, we are looking into East Capitol Center for Change, The National Center for Neighborhood Enterprise, Northeast Performing Arts Group, Teen Life Choice Center (TLC), The Marshall Heights Foundation, Early Childcare Centers, Boys & Girls Clubs, and the DC Police sixth precinct. We are also pursuing partnerships with business vendors in the community.

b. Recruitment of Students

Recruitment of new students will be an ongoing process. Formal recruitment of incoming students will begin in January for the following school year. In year one the teachers and community leaders will assist with recruitment in subsequent years the KPA recruitment committee members will advertise open registration. In March, April and May, teachers will conduct home visits to officially enroll students and parents who sign the *Commitment to Excellence Contract*. Admission will be determined on first come, first serve basis. When all space has been filled, the remaining names of interested students and families will be placed in a waiting pool, and selection to sign the *Commitment to Excellence Contract* will be based on a lottery

KEY Academy will use a variety of methods to recruit the new students. KEY will comply with all state and federal laws in regards to enrollment. The following methods will be used:

Primary Methods

- Charter School Fair- this fair is held annually. The Charter School Support Centers hosts this event to promote attendance at local charters.
- KIPP DC/KEY Academy Fair- This fair will be hosted by KIPP DC. We will request assistance from
 community leaders Rita Jackson (Northeast Performing Arts Group), Tom Lewis (The Fishing School),
 Curtis Watkins (East Capitol Center for Change Inc.) Andy Solberg (Sixth District Police Station) and Bob
 Woodson (National Center for Neighborhood Enterprise).
- The KEY Academy will recruit and advertise from their satellite office located near the school's facility on Good Hope Road.
- Attend the Student Marketing and Public Outreach Seminar, offered by PCRC- This is just one course being offered by the PCRC to help new school leaders with school start-up.
- Teach For America Network- Many teachers and founders have played important roles in KIPP. We plan to use the TFA Alumni Network as well as current TFA teachers who are teaching in Anacostia.
- F.O.C.U.S Resource Center-F.O.C.U.S helps DC charter schools advertise throughout the area with fairs, publications and weekly F.O.C.U.S meetings.
- Informational Stands- Having stands in local churches, grocery stores, police stations, and libraries reaches
 the people where they are.

Secondary Methods

- Flyers and handouts
- Sign to be placed on the front of the office space on Martin Luther King Blvd.
- Advertise in local newspapers

The school will be open to any student in the District who wishes to attend. Recruitment efforts will be aimed primarily within the Anacostia communities, but there will not be any geographical boundaries. Once a family has chosen to enroll their student they will receive a home visit from the Family and Student Orientation Team.

A KEY Orientation Team (KOT) will visit all enrolling students. The KOT's main objective is to explain the importance of the contract and discuss in detail the possible consequences of breaking the contract. The KOT will have four objectives to accomplish during their first home visit:

- The parent and student will read, sign and fully understand the, Commitment to Excellence Contract. They will also distribute the family packet.
- The KOT will discuss the importance of perfect attendance at summer school and the proper attire.
- The KOT will answer questions the parents may have at that time and will provide phone numbers for questions they may have later.
- View the Sixty Minutes video featuring The KIPP Academy when possible.

c. Future Expansion and Improvements

KEY Academy will take the following steps to ensure that students representative of the school's respective communities continue to be recruited:

- post flyers and notices in local supermarkets, churches, community centers, and apartment complexes;
- · visit local organizations in each neighborhood;
- · visit and explain to prospective students and their families the purpose of KEY Academy;
- Conduct parental information sessions to elaborate on the commitment involved with attending KEY Academy;
 and
- Canvass neighborhoods to further reach interested families.

C. Plan of Operation

Student Policies and Procedures

a. Timetable for Registering and Admitting

The KEY Academy Charter School initially will serve students in grade five. New students will be admitted each year into grade five without regard to prior measures of achievement or aptitude, athletic ability, disability, handicapped condition, ethnicity, race, creed, gender, national origin, religion, or ancestry.

Formal recruitment of incoming students will begin in January of each calendar year for the following school year. In January, KEY Academy Charter School staff and parents will advertise open registration. After this point, interested families will be able to meet with the KEY Academy staff and review the expectations of the school. If the number of applicants to KEY Academy Charter School exceeds capacity, a random selection process for admission will be used, with first preference given to siblings and relatives of students already enrolled in KEY Academy. After filling all seats, a waiting pool will be established in the event that space opens up. If seats remain, applications will be accepted on an on-going basis and seats will be filled on a first-come first-serve basis.

The above procedures will also be followed to fill vacant seats in grades 6, 7, and 8 if seats become available in accordance with the above enrollment numbers.

b. Policies and Procedures for Selection Admission, Enrollment, Withdrawal, Suspension, and Expulsion of Students

Recruitment

Student recruitment will be conducted in a variety of ways. KEY Academy plans on working with local after school programs, churches, retail stores, libraries and other community venues to advertise its program. The faculty and staff plan to recruit in neighborhoods in Anacostia with the help of community leaders. Each spring, faculty and staff set up tables on street corners, speak at churches and community functions, introduce themselves to parents at the supermarket, and visit with families inside their homes, all to interest them in our educational program that will have an important impact on the lives of their children. We will also seek support from the non-profit organization, F.O.C.U.S. We will also look to our neighbors for their expertise in meeting the diverse needs of our students, for example ARCH. The Teen Life Choices Center, and the Sixth District Police Station.

Students will be able to withdraw from the KEY Academy Charter School at any point in time and return to their zoned public school or any other school to which they can gain admissions.

The KEY Academy Charter School will adhere to the KEY Commitment To Excellence Contract as a guideline for in-class disciplinary action, suspension or expulsion of students (see Appendix 1). In-class disciplinary actions will include, but are not limited to:

- additional assignments to be completed at home and/or at school;
- detention after school (West Wing);
- · mandatory homework study hall after school;
- time-out;
- · loss of incentives and school trips; and
- calling plans, where the student must call the teachers to inform them when homework is completed.

In addition, students may be subject to any of the disciplinary actions listed below if it is determined that they committed any of the infractions listed below in the section titled, "Disciplinary Infractions" and/or listed in the KEY Commitment To Excellence Contract.

All suspensions and alternative instruction must be effectuated substantively and procedurally in accordance with DC School Board Rules Section 2504, Federal Law (PL94-142) and 34 C.F.R. Part 300.

The above-mentioned "suspension" and "expulsion" will be considered to mean the following:

"Short term suspensions" shall refer to the removal of a student from school for disciplinary reasons for a period of five or fewer days.

"Long term suspensions" shall refer to the removal of a student from school for disciplinary reasons for a period of more than five days.

"Expulsions" shall refer to the permanent removal of a student from KEY Academy for disciplinary reasons.

Short Term Suspensions

A student who is determined to have broken the KEY Commitment to Excellence Contract or has committed any of the infractions listed below shall be subject minimally to a short-term suspension, unless the School Principal determines that an exception should be made based on the individual circumstances of the incident and the student's disciplinary record. Depending upon the severity of the infraction, the student may be subject to a long-term suspension, expulsion, or referral to the appropriate law enforcement agencies.

Disciplinary Infractions:

- Attempt to assault any student or staff member.
- Vandalize school property causing minor damage.
- Endanger the physical safety of another by the use or force of threats of force, which reasonably places the victim in fear of imminent bodily injury.
- Engage in conduct which disrupts school or classroom activity or endanger or threaten to endanger the health, safety, welfare, or morals of others.
- Engage in insubordination.
- Fail to complete assignments, carry out directions, or comply with disciplinary sanctions.
- · Cheat on quizzes, exams, or commit plagiary.
- Use forged notes or excuses.
- Steal, or attempt to steal, or possess property known by the student to be stolen.
- Commit extortion.
- · Engage in gambling.
- · Trespass on school property.
- Abuse school property or equipment.
- Use obscene or abusive language or gestures.
- Engage in acts of verbal or physical sexual harassment.
- Make a false bomb threat or pull a false emergency alarm.
- Possess tobacco or alcohol.
- Possess pagers, beepers, or portable/cellular telephones not being used for Instructional purposes.
- Wear inappropriate, insufficient, or disruptive clothing or attire, or violate the KEY Academy Student Dress Code.
- Refuse to identify himself/herself to school personnel.
- Commit any other act which school officials reasonably conclude disrupts the learning environment of the school.
- Repeatedly commit minor behavioral infractions which, in aggregate, may be considered an infraction subject to formal disciplinary action.

Procedures for Short-Term Suspension

The School Principal may impose a short-term suspension. Before imposing a short-term suspension, the school Principal shall verbally inform the student of the suspension, the reason for it, and whether it will be served in school or out of school. The student shall be given an opportunity to deny or explain charges. The School Principal so shall immediately notify the parent(s) or guardian(s) in writing that the student has been suspended from school. Written notice shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of the suspension at the last known address. Where possible, notification also shall be provided by telephone if the school has been provided with a contact telephone number for the parent(s) or guardian(s). Such notice shall provide a description of the incident, or incidents, which resulted in the suspension and shall offer the opportunity for an immediate informal conference with the School Principal. The notification and informal conference shall be in the dominant language used by the parent(s) or guardian(s).

Long Term Suspensions

A student who is determined to have committed any of the infractions listed below shall be subject minimally to a long-term suspension, unless the School Principal determines that an exception should be made based on the circumstance of the incident and the student's disciplinary record. Such a student may also be subject to any of the disciplinary measures outlined elsewhere in this document, to referral to law enforcement authorities, and/or to expulsion.

Disciplinary Infractions

- Possess, use, attempt to use, or transfer of any firearm, knife, razor blade, explosive, mace, tear gas, or
 other dangerous object of no reasonable use to the student in school.*
- · Commit, or attempt to commit arson on school property.
- Possess, sell, distribute or use any alcoholic beverage, controlled substance, imitation controlled substance, or marijuana on school property or at school sponsored events.
- Assault any other student or staff member
- Intentionally causes physical injury to another person, except when student's actions are reasonably necessary to protect himself or herself from injury.
- Vandalize school property causing major damage.
- Commit any act which school officials reasonably conclude warrants a long term suspension.

In addition, a student who commits any of the acts previously described as causes for short term-suspension may, instead or in addition, be subject to a long-term suspension at the school Principal's discretion.

* The Federal Gun-Free Schools Act of 1994, which applies to public schools, states that a student who is determined to have brought a weapon to school must be suspended for at least one calendar year. This suspension requirement may be modified by school administrators, however, on a case-by-case basis. Weapon as used in this law means "firearm," as defined by 18 USC §3214(3)(d) effectuates this federal law.

Procedures for Long-Term suspension

The School Principal may impose a long-term suspension. Such a suspension may be imposed only after the student has been found guilty at a formal suspension hearing. In extreme circumstances, the School Principal may expel the student from school. Upon determining that student's action warrants a possible long-term suspension, the School Principal shall verbally inform the student that he or she is being suspended and is being considered for a long-term suspension (or expulsion) and state the reasons for such actions. The School Principal shall immediately notify the student's parent(s) or guardian(s) in writing. Written notice shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of suspension at the last known address. Where possible, notification also shall be provided by telephone if the school has been provided with a contact telephone number for the parent(s) or guardian(s). Such notice shall provide a description of the incident, or incidents, which resulted in a long-term suspension (or expulsion) and shall offer the opportunity for an immediate informal conference with the School Principal. The notification and informal conference shall be in the dominant language used by the parent(s) or guardian(s). At the formal hearing, the student shall have the right to be represented by counsel, question witnesses, and present evidence. If the suspension proceeding has been initiated by the School Principal, the School Principal shall personally hear and determine the hearing. The hearing officer's report shall be advisory only and the School Principal may accept or reject all or part of it.

Expulsion

If a child is being considered for expulsion from the KEY Academy Charter School, the School Principal shall provide written notice to the student and his or her parent(s) or guardian(s) that the student is being considered for transfer to another school. Such notice also shall set a time and place for an informal conference with the School Principal and shall inform the parent(s) or guardian(s) of their right to be accompanied by an individual of their choice. If, following the informal conference, the School Principal maintains that the student would receive an adequate and appropriate education in another school program, the School Principal shall issue a recommendation of transfer to KIPP DC/KEY Academy's Board of Trustees, which shall include a description of the behavior and/or academic problems indicative of the need for transfer, a description of the alternatives explored, and prior action taken to resolve the problem. The parents, should they so choose, may also present materials to the Board. The Board will then render a formal decision.

Alternate Instruction

Students who are suspended will be provided with alternative instruction. Arrangements will be made between the school and each individual family for the delivery of services, pick-up/delivery of work, and the making up of any missed assignments and classroom instructional support. All IDEA mandates will be followed for student with disabilities.

Due Process Procedures

Students with disabilities have the same rights and responsibilities as other students, and may be disciplined for the same behavioral offenses listed above. If a student with disabilities has an IEP that includes disciplinary guidelines, than that student will be disciplined according to those guidelines as required by IDEA. Students for whom the IEP does not include specific disciplinary guidelines may be disciplined in accordance with the standard school policy listed above.

A student's family may elect to appeal a decision by the KEY Academy School Principal to impose a long-term suspension or expulsion to the Board of Trustees. The family may bring counsel with them if they so desire. In all events of expulsion, the School Principal of KEY Academy Charter School will work in conjunction with the family to find the best possible alternative setting.

2. Human Resource Information

a. Key Leadership Roles

Resumes of all officers are included in Appendix 3.

Chief Executive Officer/Business Officer - Susan Schaeffler. Holds a MA in Curriculum Design and has over eight years of experience in urban schools five of those years were spent in the DCPS. She is also participating in an intensive school director program at Haas School of Business at U.C. Berkeley. A District of Columbia Resident. See resume in Appendix 3

Lead Teacher- Julie Conrad. Experienced middle grades teacher in DCPS. MA in Politics and Public Policy. Instructor for Stanley Kalplan Test Preparation. See resume in Appendix 3

Legal Counsel – Penelope Lantz, Juris Doctor with Honors from George Washington University. Bar certified in the District of Columbia, Maryland and Pennsylvania. Currently working at the George Washington University Legal Clinics. See resume in Appendix 3

Treasurer – Jason Ettinger, CEO of Global Networking Solutions, LLC. Masters degree from Johns Hopkins and Bachelors degree from Duke University, both in engineering. Experience in start up, accounting, finance, business management small business. See resume in Appendix 3

b. Qualifications of School Staff

KEY Academy will follow the Commitment To Excellence Contract (See Appendix 1) in the process of hiring staff. All staff will sign the Commitment To Excellence Contract at the beginning of each academic year, in addition to the formal KEY Academy employee contract. All prospective staff must show a strong desire to teach an academically intense curriculum and commit to an extended school day. All staff must demonstrate a commitment to continue their professional development during the school's prescribed professional development days. Additionally, all staff must meet any additional guidelines and standards set by the KEY Academy Board of Trustees.

In the early years of KEY Academy, we will have a small staff. In the hiring of this staff it is crucial that we hire people who are multi-talented. We will be hiring four classroom teachers for 3 classes in order to help our small staff reach the needs of all our students. We will be heavily recruiting staff members who have backgrounds in special education, ESL, counseling, orchestra, and Spanish.

The Hiring Process

Hiring a KEY Academy teacher is one of the most important jobs for the School Principal and the Board of Trustees. The success of our school and the success of our students will ride on this decision. The process has seven steps.

Step Number	Activity	Person/Group Responsible
Step One	Active recruitment	School Principal, Board of
<u></u>		Trustees, Teachers
Step Two	Reviewing of resumes	Selection Committee (Principal,
		I teacher, 2 board members)
Step Three	Initial phone contact	Principal
Step Four	Initial Interview	Principal and teacher
Step Five	Team Interview	Selection Committee
Step Six	Background/Reference Check	Principal
Step Seven	Job Offer	Principal

c. Staffing Plan

KEY Academy will employ four teachers, one School Principal, and an Administrative Assistant in its first year of operation. A plant operator will be provided through ARCH and a financial consultant has been hired. KEY Academy will pay teachers and non-instructional staff based on the DCPS salary scales. KEY Academy will also pay stipends to the teachers for time spent with the students beyond 3:30 p.m. during the week, as well as on the weekends. KEY Academy will also pay 100% of the medical insurance premiums for each full-time employee.

d. Employment Policies

KEY Academy will follow the same pay scale as DCPS with an additional \$30 per hour stipend for all time teachers spend with students after 3:30 p.m. during the week. Time on Saturday will be paid at the rate of \$25 per hour. Teachers who hold a bilingual or special education certification will receive an additional stipend, equal in size to the stipends within DCPS. Non-instructional personnel will also receive salaries equal to the pay scale of DCPS. The salary and stipends, along with standards of professional conduct, will be outlined in the annual contract. On average KEY Academy teachers will make between \$7000.00-\$10,000.00 more than their counterparts in the DCPS system with their overtime pay. In addition to the overtime pay the Board of Trustees is currently preparing a bonus pay scale to reward staff for excellence.

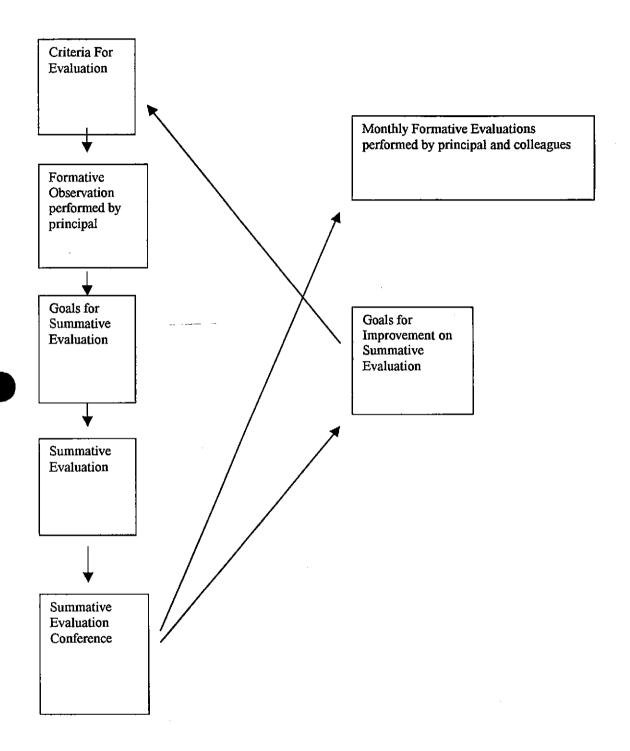
The Evaluation Process

The evaluation process at the KEY Academy has two parts, Formative Observations and Summative Evaluations.

The Formative Observations take place throughout the year. They are informal and are designed to help teachers try new methods, perfect a skill, refine discipline strategies or trouble shoot. The School Principal will perform monthly formative observations, however, a teacher may request a formative observation from the principal or co-workers at any time.

The Summative Evaluation will occur at different times depending on the teacher's experience and progress. All teachers will have a Summative Evaluation in October. The principal at that time will set up future Summative Evaluations as needed. All Summative Evaluations will be followed by a conference and documented. Repeated poor performance ratings on Summative Evaluations could result in dismissal. The School Principal will formally evaluate non-instructional personnel every six months. Those teachers failing to adhere to the guidelines outlined in the employee contract and Commitment To Excellence Contract will be subject to a dismissal hearing at the request of the School Principal. The KEY Academy's Board of Trustees will oversee any such hearing.

Formative Observation and Summative Evaluation Process



Recruitment of Teachers

Largely through word of mouth, interest in KIPP Academies has spread. We have numerous applications from master teachers who believe they will enjoy a greater degree of success teaching in a rigorous academic environment. Existing teachers interview applicants and select teachers. New teachers bring additional classroom techniques and areas of expertise, which they share with the entire faculty.

The KEY Academy recognizes the importance of a diverse staff. KEY Academy plans to recruit teachers from a variety of sources for example, local colleges and universities, Teach For America and retired teachers from the community, as well as CharterTeach, (www.charterteach.org)

e. Use of Volunteers

In response to the growing interest of the various communities within the District and the student's parents in the welfare of the school, KEY Academy will open its doors to qualified individuals who are dedicated to helping students obtain their academic goals. Our volunteer program will be composed of community members, college students, high school students, and parents. Volunteers perform several duties, including tutoring, mentoring, fundraising and serving as guest readers during our daily Novels Reading. Assignment of volunteers will be based on experience, talent, and time available.

Leigh Anne Fraley, Board of Trustee, will spearhead the recruitment and training of these volunteers. Each volunteer will be provided with a handbook on policies and procedures regarding the school and the students. Volunteers will always be under the supervision of a KEY Academy employee and will serve to enhance the programs offered by KEY Academy, but not to run them. Our volunteer will program will be composed of community members, college students, high school students, and parents. Volunteers perform several duties, including tutoring, special project assistance, office assistance and serving as guest readers during our Novels classes.

Applicants who wish to volunteer their services to KEY Academy will be asked to provide a cover letter and resume to Leigh Anne Fraley for the school's records. Our goal will be to best match the needs of the school with the experience of the candidate. In instances where volunteers will spend more than 10 hours weekly with KEY Academy students they will be asked to furnish references and will have a background check completed by Andy Solberg, Board of Trustee, of the DC Metropolitan Police.

3. Arrangement for Meeting District and Federal Requirements

a. Health and Safety / Safety for Buildings

As a part of any renovation project, first consideration will be given to meeting the requirements of the life safety and handicapped accessibility codes, including the Americans with Disabilities Act. These include upgrades to installation of new fire detection and alarm systems, new or improved fire protection systems, remodeling or replacement of stairways, corridors, and egress doors to comply with current applicable codes.

b. Transportation

Transportation will be provided for students with special needs. Also, in accordance with §2204(c)(12) of the D.C. School Reform Act, students will be eligible for reduced fare on the District's public transportation system.

The KEY Academy will use the Metro bus and train as much as possible, however, when needed a reputable bus service will be employed.

c. Enrollment Data / Compulsory Attendance Laws

In accordance with §2204(c)(12) of the D.C. School Reform Act, KEY Academy will provide enrollment to the District of Columbia Public Schools, allowing the DCPS to comply with Section 3 of Article 2 of the Act of February 4, 1925.

The KEY Academy will use a computer software program designed for school record keeping.

d. Maintenance and Dissemination of Student Records

When the KEY Academy first opens, it will seek a transfer of its students' records from their former schools, including any IEP's and data on students' eligibility for participation in Title I and other entitlement programs. KEY Academy will establish and maintain a central, automated database for the creation and maintenance of all KEY Academy records. KEY Academy will follow strict confidentiality policy as required by federal and state laws.

In accordance with D.C. code §31-401 et seq., accurate student records will be kept and will be opened for inspection by DCPS. Also in accordance with the law, KEY Academy will report all transfer, withdrawals, and enrollments to DCPS. In accordance with D.C. code §31-504 et seq., KEY Academy will require certification of immunizations and will also follow the protocol outlined in D.C. Code §31-504 (a)(1-4).

Regarding §31-601 et seq. Preference will always be given to DC residents. Non-residents who wish to attend KEY Academy will only be admitted in the unlikely event that there are unfilled seats. In such cases, in accordance with §2206(e) of the District of Columbia School Reform Act, tuition will be charged at a rate determined by DCPS.

e. Subchapter B of the IDEA (20 U.S.C. 1411 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

KEY Academy will be in compliance with IDEA and the Rehabilitation Act and Section 504. We will be a DCPS school following all state and federal requirements.

f. Title I of Improving America's Schools Act

KEY Academy expects to receive Title I funding. KEY Academy will select an appropriate software provider to maintain all financial records. Using this measure, we will be able to track Title I funding and ensure that all fimds are used appropriately in accordance with the District and Federal Laws.

g. Compliance with Civil Rights Statues

KEY Academy will not discriminate on the basis of race, national origin, religion, gender, ethnicity, language spoken, creed, or economic status. KEY Academy will fully comply with all federal and District civil right statutes and regulations.

h. Other

A non-profit applying for a charter to open the Academy will abide by all provisions of D.C. code §29-501 et seq., including maintaining all corporate records and producing a two-year report as required by §29-526 and § 29-584.

4. Implementation of the Charter

a. Timetable and Tasks

The following table illustrates the major charter implementation activities and the corresponding time frames for each milestone.

KEY ACADEMY MILESTONES

Milestones	Dates	Board Approval Requested
Identify board members	May 2000	
Submit application for non-profit status	May 2000	
Prepare budget	August 2000	Yes
Order instructional, office, and non-direct instruction	As needed	
supplies		
Open bank accounts	September 2000	
Confirm uniform styles and colors	September 2000	Yes
Hire Eastridge Companies (facility acquisition)	September 2000	
Select site	November 2000	_
Order telephone system and develop system	As soon as building is identified	
Initiate recruitment of students	Once Charter is Approved	
Complete conceptual design of facility	January 2001	
Provide board with construction schedule	January2001	
Negotiate and sign lease	January2001	Yes
Obtain facility financing	January 2001	Yes
Move into satellite office for recruitment	January 2001	
Develop personnel polices	February 2001	Yes
Complete environmental analysis	March 2001	
Obtain building permit	March 2001	
Registration	March-June 2001	
Issue furniture RFP	April 2001	· · · · · · · · · · · · · · · · · · ·
Identify food service vendor	April 2001	
Identify waste disposal vendor	April 2001	
Grounds maintenance contract	April 2001	
Hire teachers	April 2001	Yes
Identify custodial service	April 2001	
Finalize school calendar	May 2001	
Select furniture vendor	May 2001	
Place furniture order	May 2001	
Complete computer order	June 2001	
Place textbook order	May 2001	
Move into school facility	Late June 2001	
Lottery	June 2001	Yes
Order uniforms	June 2001	
Assemble student records	June 2001	
Teacher training and planning week	June 2001	
Complete background checks on personnel	June 2001	
Summer School starts	July 9, 2001	
Summer School ends	July 29, 2001	
Regular School Begins	September 4, 2001	

b. Major Contracts Planned

KEY Academy's larger contracts will follow the proper procedures in securing and services or contracts over \$10,000. Larger contracts may include food service, special education services, facility renovation, payroll administration and insurance. KEY Academy will continue to work with Eastridge in regards to all additional contracting.

c. Orientation of Parents, Teachers, and other Community Members

KEY Academy will provide an intensive two-week planning and orientation session. During these two weeks, the staff and faculty will prepare the class schedule, assign students to sections, plan initial lessons, and share ideas. Throughout the year KEY Academy will have parent meetings by grade level and class. Prior to the start of school, teachers will meet with all parents on an individual basis. An open house will be held prior to school, inviting community members, parents, teachers and board members to tour the facility and ask questions. Open house will be planned for September of each year, inviting parents to spend time with each of their child's teachers. A second open house will take place in the second half of the year.

Home Visits

Home visits will be done before the beginning of summer school. The KOT, will visit each home to set goals, explain and sign contract, and answer any questions regarding school policies. Additional home visits will be done on an as-needed basis.

Parent Phones Calls

A log will be kept on all incoming parent phone calls that require the attention of the School Principal. This will assist the principal with documentation and will identify areas or problems with current policy and procedure that may need to be reviewed.

All KEY staff is to treat parents and other callers with respect and assist them to the best of their ability.

Teachers will be encouraged to contact parents about discipline problems as soon as they arise. Teachers will have phones in their classrooms, in addition to the cell phones provided by the school. Teachers should keep a log of all phone calls relating to discipline or academic problems.

Report Cards and Parent Conferences

Report cards will be issued quarterly. Parents must come in for a conference in order to receive their child's report card. Four days will be identified as Parent Conference Days (PCD). During PDC the students will come to the conference with the parent and will leave with them. Any parent unable to make it to the PCD, will be scheduled another time to meet, but will not get the report until conference is held.

Open House

Open Houses will be held bi-annually. The first open house will be held in September, the 2nd open house is scheduled after the 2nd advisory. The objective of both open houses is to connect the parents with teachers and the school.

KEY Parent Association (KPA)

Who: Parents, Teachers, Administration and community members

What: An organization created to support the school in serving the children, parents and the community as they strive in fulfilling the school's mission.

Where: The meetings are held at school and Quality Teams may meet in the community.

When: The KPA meets monthly, while Quality Teams meet as needed

Why: The KPA is a forum in which a parent, teacher, administrator or a community member can raise a concern or an idea. It is also a means for disseminating information on school policies, trips, fund raising, scheduling. The KPA is an active group of caring people who are committed to providing the best for our children and school. Being a member of the KPA helps connect you with the school community. The elected KPA officers will meet with the School Principal on a regular basis.

Parent Needs

As KEY grows they will build in parent classes. A needs assessment will be conducted to see what types of programs would help the parents in the community.

Parents are always welcome on campus to volunteer or observe. We will ask that all parents sign-in and state the purpose of their visit for school security purposes. Parents may volunteer to attend local and out-of-state trips, however, the school will select the volunteers from those who expressed interest.

d. Services Sought from DCPS

KEY Academy will look into reputable sources for all outside assistance. KEY Academy may look to DCPS for food service and possible special education testing as needed.

D. Public Charter School Accountability Plan

Section 1: The academic and non-academic program – Have students made reasonable progress in attaining internally-established academic and non-academic objectives?

1.1 Student academic performance

	Date	Student academic objective
1.1a	8/00	All students will meet or exceed state standards in all core subjects
1.1b	8/00	All students will acquire skills necessary for success in college preparatory programs, competitive colleges and in the world beyond.
1.1c	8/00	All students will develop intellectual habits that are characteristic of life-long learners.

	Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule	Current Status
1.1a	All students will be on grade level or above	Stanford 9	Pre-test Sept Post-test June	Pending
1.1a 2_	All students will pass demonstrate proficiency through internal assessment	Capstone Assessment	8 th grade year	Pending
1.1b	All students succeed in high school and college	Alumni transcripts and surveys	Annually starting 2005	Pending
1.1c	All Students demonstrate intellectual habits stated in school goals.	Rubric/ Capstone units	Sept. 2001 Quarterly	Pending

Section 1: The academic and non-academic program – Have students made reasonable progress in attaining internally-established academic and non-academic objectives?

1.2 Student non-academic performance

	Date	Student non-academic objective
1.2a 8/00 All Students will respect and value and establish honest relationships with themselves,		
	family, teammates, and community.	
1.2b	8/00	All Students will work hard, and demonstrate perseverance in problem solving.
1.2c	8/00	All students will appreciate opportunities and success with humility.

	Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule	Current Status
1.2a	All students will demonstrate character traits as stated in the school goals	Independent observations and reports	Bi-annually	Pending
1.2b	All students will demonstrate character traits as stated in the school goals	Assessments keyed to benchmark and standards related to problem solving	Annually	Pending
1.2c	All students will demonstrate character traits as stated in the school goals	Field surveys	Periodically	Pending

Section 2: Organizational viability - Is the school a viable organization?

2.1 Fiscal management

	Date	Organizational viability objective
2.1a 8/00 The school leader will develop and implement a fiscally sound budget		The school leader will develop and implement a fiscally sound budget
2.1b 8/00 School will be appropriately insured.		School will be appropriately insured.
2.1c	8/00	School will implement a fund raising plan

	Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule	Current Status
2.1a	School will present a sound budget	Budgets	Monthly Yearly 5 year plan	Ongoing
2.1b	School will carry all necessary insurance	Documents	Yearly	Ongoing
2.1c	School will raise funds to support trips and special functions	Trips and special functions	Ongoing	Ongoing

Section 2: Organizational viability - Is the school a viable organization?

2.2 Student enrollment and daily attendance

		Date	Organizational viability objective
-	2.2a	8/00	Recruit and maintain a student body of 72-80 pupils
	2.2b	8/00	Schools will maintain a daily attendance rate of 95% or higher

	Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule	Current Status
2.2a	School will have a student body between 72-80 pupils	Student enrollment cards	State regulated/ quarterly	Pending
2.2b	Schools daily attendance will be at 95%	Daily Attendance	Daily	Pending

Section 2: Organizational viability - Is the school a viable organization?

2.3 School governance and management

	Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule	Current Status
2.3a	Well managed students, staff, budget, and board	Independent observations, surveys, discipline reports	Ongoing	Pending
2.3b	Involved school community and staff	PTA attendance, quality circle and committee participation	Monthly	Pending
2.3c	An active and supportive Board of trustees with open communication	Board reports and meeting minutes	Bi-monthly	Pending

Section 2: Organizational viability - Is the school a viable organization?

2.4 Staff competency and development

	Date	Organizational viability objective
2.4a	8/00	Establish a hiring process to hire outstanding teachers
2.4b	8/00	The academic leader will create a culture that facilitates professional growth
2.4c	8/00	The staff will collaborate to create to maximize student achievement

-	Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule	Current Status
2.4a	School leader will develop an aggressive recruitment strategy and a rigorous selection process to hire outstanding teachers	Classroom Observations, Test Results, Student and community surveys	Ongoing	Pending
2.4b	Faculty will engage in professional goal setting and assessment	Classroom Observations, Test Results, Student and community surveys	Ongoing	Pending
2.4c	The faculty will collaborate horizontally and vertically to plan for and assess student achievement	Scope and sequence, Unit Planning, Capstone Unit Design	Ongoing	Pending

Section 2: Organizational viability - Is the school a viable organization?

2.5 Other organizational viability elements (non-required ... e.g., parental participation, school environment)

Date		Organizational viability objective
2.5a	8/00	The school will foster an environment in which parents will support and participate in
	•	their child's education
2.5b	8/00	The school will provide an environment in which a student feels safe to learn.

	Expectation/Performance Standard	Method(s) of Assessment	Assessment Schedule	Current Status
2.5a	Parents, students and staff will sign and abide by the Commitment to Excellence Contract	School contract, parental participation log, signed student work	Ongoing	Pending
2.5b	Staff and students will honor all aspects of the contract so that all students can learn.	Signed contract, discipline plan	Ongoing	Pending

Section 3: Alignment of program and operation — Is the school faithful to the terms of its charter?

3.1 Mission

date	Mission statement
8/00	To prepare students with academic skills, intellectual habits and character traits that are
	necessary for success in high school, college and the competitive world beyond.

Method(s) of assessment	Status of alignment with school
for alignment	program and operation
Documentation to show	2001 School goals
School goals, academic standards,	2001 Standards
benchmarks/objectives, instructional units and	2002 5 th grade units
activities	2002 6 th grade units
	2003 7 th grade units
	2004 8th grade units
	2005 9 th grade units

1. Goals Against which the School's Success will he Judged

The KEY Academy Charter School will follow the testing protocol as required of all public schools by DCPS. If DCPS elects in the future to use a standardized exam that is not nationally normed, then KEY Academy Charter School will supplement such exams with one nationally normed exam such as the Stanford 9, CTBS, ERB, or ITBS.

2. Indicators of Performance

In addition to the standardized testing mentioned above, KEY Academy Charter School will employ a variety of assessment tools so as to ensure that the KEY Academy students are developing the academic, intellectual, and character skills that are necessary for success in high school, college, and the competitive world beyond. Some of the performance evaluation and assessment instruments that will be used include:

- · weekly tests and quizzes in each class;
- portfolios:
- student notebooks in each subject;
- daily subject area monitoring;
- unit tests, signed by parents;
- end-of-course exams (8th graders working on an accelerated pace);
- projects;
- parent surveys; and
- class attendance.

These additional assessment tools will allow KEY Academy Charter School teachers and administrators to critique the school's instructional program, adjust instructional practices, and establish new goals and expectations to better serve the student population.

3. Baseline Performance

Initial baseline levels of KEY Academy students will be determined according to scores on the summer administration of SAT-9 testing.

4. Measurement

KEY Academy Charter School is committed to excellence and therefore employs the highest standards possible for student achievement, character development and artistic accomplishment. At KIPP DC/KEY Academy, assessment of student achievement involves a full range of measures to ensure the most comprehensive picture of student progress.

Quantitative data from standardized tests and results of performance based assessment tools form the foundation of KIPP's comprehensive approach to the measurement of student performance.

KEY Academy Charter School students will exceed the average performance levels of students in the District in both reading and mathematics.

KEY Academy Charter School students will pass any grade-appropriate criterion referenced test given at the end of a school year, and they will place no lower than the 50th percentile on any norm referenced test given, with an aggregate goal of at least the 75th percentile.

At KIPP DC, LEP (Limited English Proficiency) Students will achieve fluency in English and will exit bilingual services by graduation.

KEY Academy Charter School students will also participate in all performance assessments given in the District.

In addition to those areas in which the District has identified achievement standards, KEY Academy Charter School students must meet additional standards of demonstrated excellence. By the end of the charter period:

90% of KEY Academy Charter School students will demonstrate the ability to design and conduct a valid scientific experiment.

90% of KEY Academy students will demonstrate computer literacy by mastering word processing and multimedia publishing and through their ability to access and use the Internet.

90% of all KEY Academy students in grade 8 will qualify for, and be accepted into a proven and established college preparatory high school program.

In addition to achievement of the above-mentioned standards, it is the goal of KEY Academy Charter School that all students meet or exceed the performance standards in all academic subjects. For the past three years, KIPP Academy in the Bronx has been the highest performing public middle school program in terms of reading scores, math scores, attendance, and improvement in reading scores. For the past five years, KIPP Academy in Houston has been a state of Texas Exemplary School and has led the state in aggregate TAAS scores. One of the reasons that the KIPP Academies have been able to achieve such success is that the non-state exams used at the KIPP schools have been and will continue to be aligned with the state standards. KEY Academy will follow the same approach.

5. Reporting Performance and Progress

As mentioned, one of the strengths of KIPP Academy to date has been our ability to align our curriculum and assessments with the standards used to assess students. Appendix 8 contains two initial examples, in Language Arts and Mathematics, of the type of alignment between standards, curriculum and assessment that KEY Academy plans to develop in all subject areas. The academic standards and curriculum frameworks outlined in Appendix 8 will serve as a general, but by no means restrictive guide, for instruction by grade level. Individual student needs will dictate modifications annually. KEY Academy will use software to track the students' progress against the DC standards.

The overarching goal of KEY Academy's curriculum, standards, and assessments is to ensure that all assessments, standards, and curriculum used at KEY Academy are aligned with those of DCPS. As outlined above, KEY Academy Charter School plans to employ a variety of methodologies. KEY's approach to assessment will blend available reliable and valid instruments with locally determined and developed tools, which, when combined, will form an assessment continuum that is not only aligned, but useful, informative and practical in everyday application. We will utilize all District exams with the understanding that these exams are, in their very design, in alignment with District Standards.

We will also utilize the Stanford 9 for grades 5-8 and believe this exam is aligned with District standards. In areas where no District exams exist or where our school wishes to enrich the assessment data available to us, we may seek to use other standardized assessments. We will select assessments that we believe to be aligned with both the District standards and our curriculum. Our school may also develop local assessments aligned with District standards and our curriculum. These assessments will include teacher-developed assignments and tests, portfolios, and direct examination of student work against the District standards. We will utilize appropriate material developed by organizations such as universities, DCPS, and other expert organizations to assist us in the development of valid and reliable locally developed assessments. We will seek assistance of outside experts from local universities, DCPS, and nationally recognized schools of excellence to assist us in the development and refinement of valid and reliable portfolio assessment with the goal of assuring alignment with our instruction, curriculum and District standards.

The school will utilize the information from all assessments to refine curriculum and classroom practice and to ensure that the school can respond to the needs of individual learners. As we utilize these assessments and come to better understand the information they provide, we will be able to get a complete picture and determine if students perform at or above the performance levels expected. Where these assessments reveal that students are not performing at appropriate levels (information will vary based on assessments used), modifications to curriculum and individual student programs will be made. In any case, our goal is to have our children meet or exceed the District's learning standards for their grade, as reported in achievement measures consistent with output of each assessment tool, whether normed or criterion referenced.

E. Certifications

The Assurance Form follows this page and is signed.

Assurances Form (This form must be submitted with the application.)

As the authorized representative of the applicant, I certify that the proposed public charter school: KIPP DC/KEY Academy

- 1. Will seek, obtain, and maintain accreditation for the public charter school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the D.C. Public Charter School Board. See §2203(h), DC School Reform Act.
- 2. Will, if the school's educational program includes preschool or prekindergarten, be licensed as a child development center by the District of Columbia government not later than the first date on which such program commences. See §2203(h)(2), DC School Reform Act.
- 3. Will not charge tuition, fees, or other mandatory payments for attendance at the public charter school or for participation in its programs, except to non-resident students or for field trips or similar activities. See §2204(c)(2), DC School Reform Act.
- 4. Will provide the D.C. Public Charter School Board student enrollment data required for submission to the Office of the Chief Financial Officer and the District of Columbia Public Schools Office of Categorical Programs. See §2204(c) (12), DC School Reform Act.
- 5. Will establish an informal complaint resolution process not later than two months prior to the first date on which instruction commences. See §2204(c)(13), DC School Reform Act.
- 6. Will be nonsectarian and will not be affiliated with a sectarian school or religious institution, Sec §2204(c)(15), DC School Reform Act.
- 7. Will hold non-profit status under terms stated in the District of Columbia Non-profit Corporation Act prior to receiving a charter. See §2204(c)(16), DC School Reform Act.
- 8. Will offer open enrollment to all students who are residents of the District of Columbia and will use a random selection process when the school receives more applications from students of the District of Columbia than there are spaces available. See \$2206(a), (b), (c), & (d), DC School Reform Act.
- 9. Will give the District of Columbia Public Charter School Board and the District of Columbia Public Schools Emergency Board of Trustees access to and the right to examine all records or documents related to the award, as well as any documents and records, including audit findings, needed to determine the performance of the school under the terms of its charter.
- 10. Will provide training to relevant school personnel and Board of Trustees members in financial management, governance and management, and other areas as deemed necessary by the District of Columbia Public Charter School Board.

SIA	Executive Director
Signature of Authorized Certifying Official	Title
KIPP DC/KEY Academy	January 3 rd , 2001
Applicant Organization	Date Submitted

Applicant Information Sheet

1.	Type of Assistance Requested:
	Planning and Program Design Initial Implementation X Combined Planning and Implementation Continuation
2.	Number of Months for Which Grant Support is Requested: Requesting 12 months
3.	Applicant Information
	Name of Proposed Public Charter School: KEY Academy, Knowledge Empowers You
	Grade Levels: Grades five through eight Applicant Address: Susan Schaeffler 2801 Cortland PL NW #1 Washington, DC 20008 Phone: (202) 425-5397 Fax: (301) 663-9013
	Send Grant Fund Checks to: (Checks will be made out in the name of the school only.) KIPP DC C/o Susan Schaeffler 2801 Cortland PL NW #1 Washington, DC 20008 Phone: (202) 425-5397 Fax: (301) 663-9013 E-mail sschaeffle@aol.com
	Authorized Signature Date 10/12/00
	Vendor Identification Number : N/A
	Tax Identification Number: 74-2974642 Signature of Authorized Chartering Agency Defect Date 10/12/00
4.	Amount of Budget Request for FY 2001 \$ 110,000

Abstract

KEY Academy plans to use the Title X funding for both Program Design and Planning and Initial Implementation. As KEY Academy continues its initial implementation we are in need of funding for start-up equipment and supplies. KEY Academy is currently planning its professional development, designing curriculum and working with a facility development managerial service to locate an ideal campus.

The Program Planning and Design portion of the budget addresses the challenges of locating and developing a safe campus for students. It also covers some of the costs involved in school planning meetings, board meetings and professional development costs. Excellent schools are not an accident; it takes committed administrators, board members, parents, students, and community leaders working together to create a plan for success.

The Initial Implementation portion of the budget will be used to support KEY's internal facility development and educational resources. As we begin to plan and design our school for opening day in the summer of 2001, we recognize the need to support our teachers, staff, parents and students in order for our mission to succeed. KEY Academy strives to provide equipment, furnishings, textbooks, and other educational supplies necessary to provide a safe and stimulating learning environment for both faculty and students. While some items in the budget e.g. (tutorial phone service and computer laboratories) are critical to the <u>unique</u> mission and purpose of the KEY Academy, other items e.g. (office furniture and faculty resource equipment) are also critically important to the development of a school.

Plan and Activities

KEY Academy is in the stage of developing its educational program and identifying its facility and educational resource needs. KEY Academy is a KIPP Network School. The KIPP Network is a group of schools that promise to be on the forefront of educational reform; these schools are eligible for assistance in areas of pre-administrative training and school development and design.

In addition to the support from the KIPP Network, the school principal and founder, Susan Schaeffer is receiving a stipend from the Pisces Foundation, which allows her to work full time on school development and curriculum prior to the opening of this school. The Title X funding will assist KEY Academy with initial implementation materials as well as contributing to the recruitment, professional development and support of KEY faculty and staff. Title X funding will also assist KEY with the challenging process of facility identification, furnishings and equipment. The support from the Pisces Foundation, KIPP Network Schools and Title X put the KEY Academy on target for a successful and well-planned opening for July 2001. KEY intends to complete its facility plan in November and will begin to place orders for furnishings and equipment in conjunction with the readiness of the building.

The funding that KEY Academy is requesting from the Title X Federal Grant Program is critical to the planning and program design of the school as well as the initial implementation. Below are the budget requests broken down by line item.

Planning and Program Design

Professional Development and Planning Workshop

Professional development needs to begin before the school opens for the students. Once teachers have been recruited and hired they will begin their professional development by visiting one of the established KIPP Academies. Title X funds will off set the travel costs for this development in addition to contributing to workshop fees.

Facilities Development Manager

Finding an appropriate facility in a developed urban area is a challenge. KEY Academy is committed to serving minority students in their neighborhoods. KEY has partnered with the Eastridge Companies in finding a safe campus that will meet our students' needs.

Monthly School Planning Materials

KEY Academy continues to plan and design its new school. Funds are needed for planning materials and meeting supplies.

Initial Implementation

Classroom and Library Furniture

Appropriate classroom and library furniture for our students is an important component in creating an atmosphere conducive to learning. The KEY Academy curriculum places emphasis on reading and teaching students to be life long readers. We plan to have a library or classroom libraries where the students can read and study.

Classroom Media Equipment, Materials and Water Coolers

KEY plans to equip its classrooms with resources and equipment that will enhance teacher performance. We want to provide our classroom teachers with televisions, video equipment, overhead projectors and teaching materials so they can adapt, create, and expand lessons in order for all children to learn. We also recognize the basic needs of our students and plan to have clean water available to them in their classrooms.

School Advertising and Recruitment

-Recruitment and advertising for the KEY Academy is an integral part of our success. KEY plans to open its doors to 80 District students in year one. In addition to recruiting students, we will need to recruit a talented group of hard working and committed teachers and staff.

Student Textbooks

KEY Academy will work closely with its teachers in selecting the most effective textbooks in mathematic and technology, reading language arts, social studies and science.

Office Furniture and Office Computer

The importance of having an organized office and resources needed to communicate in today's society is essential to KEY's success.

Tutorial Phone Service

One component of KEY Academy's, No Shortcuts and No Excuses Policy, is the tutorial phone service. Any child or parent may call a KEY teacher on their cell phone when they are in need of homework help. This service also helps parents stay in close contact with the teachers and their child's needs.

Faculty Resource Room Equipment

This shared resource room will house the equipment needed to support the teachers and staff in fulfilling KEY's mission. The resource room will have a copier machine, fax machine, laminating equipment, paper cutter, letter cutter and other instructional equipment. In addition to the educational tools the resource room will also have a refrigerator and microwave to assist teachers with the longer school days.

Computer Software and Computer Lab

Technology is no longer an optional class for students. It is imperative that all students are exposed to new technology. Many students from lower income areas do not have the luxury of home computers, therefore, in order to stay competitive with their peers they need the training and exposure at school.

School Supplies

KEY Academy has a rigorous academic program that requires all students to be prepared at all times. In order to support the students with the needed supplies KEY Academy provides students with the basic individual tools that are needed to succeed. The school supplies money will also go to project based assignment supplies, art materials and classroom needs.

Program Design and Planning Budget

Professional Development and Planning Workshops	1,300
Facilities Development Manager	9,500
Monthly School Planning Materials	550
Subtotal:	11,350

Initial Implementation Budget

Classroom and Library Furniture	15,000
Classroom Media Equipment, Materials and Water Coolers	6,580
Student Textbooks	10,000
Tutorial Phone Service	3,840
Faculty Resource Room Equipment	12,100
Office Furniture	3,630
Office Computer	3,500
Computer Software	6,000
Computer Lab	31,000
School Supplies	6,500
School Advertising and Recruitment	500
Subtotal:	98,650

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Total Budget Request:	110.000
) Total Dadge Requires	110,000

EXECUTIVE SUMMARY

Knowledge Empowers You Academy, (KEY) A KIPP Network School

Founded as a pilot program in 1994, KIPP Academy is an innovative and academically rigorous, college preparatory intermediate and middle school that serves as a model for educational excellence. Today, KIPP serves as a Texas State Charter School in Houston, TX and a New York City Board of Education Chancellor's Charter School in the South Bronx. Each KIPP operates independently, and has its own Board of Directors responsible for its operations. There are no payments or financial transactions between the KIPP schools. The sole connection between KIPP Academies is membership in a nonprofit network of schools committed to demonstrating: 1) That disadvantaged students can perform as well academically as the most privileged students and, 2) The essential elements of schooling that make such an achievement possible. This application proposes to create a new KIPP Academy in Washington DC, called KEY Academy, managed and operated locally and independently from the other KIPP Academies, but utilizing the same operating principles that have propelled the KIPP Academies to extremely high levels of student achievement.

Students in KIPP Academy receive an intensive foundation in the core academic subjects with an emphasis on developing the knowledge and skills necessary for success in school and life. The school will follow the tried-and-true, successful growth model of opening with just fifth grade, and growing one grade each year until it houses grades five through eight. KIPP Academy provides a haven for teachers, parents, and students who subscribe to the belief that THERE ARE NO SHORTCUTS to success and happiness in life. Beyond the classroom, KIPP Academy focuses on changing community structures and expectations in an effort to institutionalize success. KIPP Academy's core philosophy is as clear as its framework:

To prepare students with the academic, intellectual, and character skills that are necessary for success in high school, college, and the competitive world beyond.

The KIPP Academy framework encourages and motivates students and their families to view an intense academic commitment as the key to future success. Students and their parents choose to enroll in the school instead of remaining in their zoned public schools. The KIPP Academy framework motivates students and teachers to attend school from 7:35 a.m. to 5:00 p.m. during the week, for four hours every Saturday, and for one month during the summer. All of these hours are focused on addressing the academic, intellectual, and character skills of our students. Overall, KIPPsters spend two thirds more time in the classroom than most of their peers, and they achieve remarkable academic and social progress after only one year.

KIPP Academy is currently in its fifth year of operation in Houston and the South Bronx, and has effectively demonstrated that a college preparatory approach to education can affect dramatic change in academic performance, attendance, and parental involvement. Texas Education Agency (TEA) recognized KIPP Academy as an Exemplary School every year KIPP has operated as a school in Houston. Furthermore, the school's test results placed KIPP Academy among the state's leaders. In New York City, for the second straight year, KIPP Academy was the highest performing public middle school program in the Bronx as measured by reading scores, math scores, attendance, and improvement in reading scores.

KEY Academy is a member of the KIPP Network Schools and will adapt KIPP's proven model to meet the needs of The District. KEY Academy will focus its student recruitment efforts in the area East of the Anacostia River in Ward 7 and the surrounding communities, although its doors will be open to any student and family in the District willing to make the commitments to learn at KEY Academy. These neighborhoods face tremendous problems with high crime rates, illiteracy, drug abuse, teenage pregnancy, high dropout rates and gangs. Rather than use these as excuses for failure, the students in KEY Academy are proving that through desire, discipline, and dedication, fantastic success can be achieved in the face of such challenges. KEY Academy's fifth through eighth grade model effectively achieves a proactive

approach in transforming local high schools' ESL and remedial-course populations into large Honors and Advanced Placement (AP) populations.

Although there are some after school programs available to students in the District, KEY Academy successfully links regular classroom instruction and extended hours by housing the program in one place, providing instruction by one dedicated faculty, and implementing a unified curriculum interwoven throughout the day from 7:35 a.m. to 5:00 p.m. Furthermore, by serving students in grades 5-8, KEY Academy is effectively bridging the crucial gap between elementary school and high school.

The incorporation of mandatory summer school, Saturday school, and extended hours during the week allows KEY Academy to develop creative programming. During the summer new students are initiated into the routines, procedures, and high expectations of the school while returning students participate in remediation and enrichment activities. Saturdays during the "normal" school year are spent in various enrichment activities. Students choose from art, music, karate, publishing, strategy games, test preparation, flag football, dance, and drama. During the week, all students start the day with a half-hour of critical thinking problem solving activities. Students then engage in six-seven hours of instruction including reading, writing, math, social studies, science, and fine arts. From 3:30 p.m. to 5:00 p.m. each day, all students read novels for forty-five minutes and then participate in one of the school's electives or are in a tutorial program.

The KEY Academy framework succeeds not because of who the teachers and students are, but rather, what the students and teachers do:

- Students and teachers in KEY Academy will spend more time in the classroom than any other school
 in the District;
- Students in KEY Academy will focus on developing the academic, intellectual, and character skills necessary for success in high school, college, and beyond;
- Teachers in KEY Academy will work together to identify and recruit master teachers in order to refine, share, and develop effective teaching strategies. Teachers who come to the school will bring with them effective classroom techniques, which the entire faculty learn and implement in their own classrooms;
- Teachers in KEY Academy bridge the gap between school and community by visiting every student's
 home before the start of the school year and continuing to make regular home visits throughout the
 year. Important parent activities such as checking homework and reading with the children occur in
 KEY Academy homes;
- Teachers in KEY Academy will provide students with home phone numbers, cellular phone numbers, pagers, and a toll-free 1-800 number to students in order for children to contact teachers at night for homework assistance or in case of an emergency; and

F. Budget

1. Opening Expense

The Opening Expenses can be found in the first column of the 2-year Operating Budget. In addition, the Fisher Foundation will provide a \$45,000 stipend for planning and training purposes of the school Principal. See 2-year Operating Budged attached.

2. 2-year Operating Budget

See 2-year Operating Budged attached.

3. Estimated 5-year Budget

See Estimated 5-year Budget attached.

4. Capital Budget

See Capital Budget attached.

5. Cash Flow Projection for One Year

See Cash Flow Projections attached.

Years 1-2 Budget

	****	YEAR 1	YEAR 2
		Total	Total
REVENUES	-		
Per Pupil Charter Payments (State)	\$	433,008	\$ 845,424
Per Pupil Charter Payments Federal I	\$	18,000	\$ 36,000
Federal Entitlements Title IV, VI	\$	6,336	\$ 12,672
Federal Entitlements (Meals)	\$	43,092	\$ 86,184
Federal Entitlements (Title Programs)	\$	110,000	\$ 90,000
Income from Grants and Donations	\$	90,000	\$ 90,000
Activity Fees (Sat. lunch and out-of-state field lessons)	\$	7,200	\$ 14,400
Loans	\$	250,000	\$ -
Other Income (summer school)	\$	41,256	\$ <u>.</u>
Other Income (2nd summer)	\$	82,512	\$ 123,768
Other Income (facilities allowance)	\$	106,704	\$ 213,408
TOTAL FUNDS	\$	1,188,108	\$ 1,511,856
EXPENSES			
Personnel Salaries and Benefits			
Principal/Executive Salary	\$	55,000	\$ 60,000
Teachers Salaries	\$	180,000	\$ 370,800
Teacher Aides/Assistance Salaries	\$	-	\$ -
Other Education Professionals Salaries	\$ \$ \$ \$	-	\$ •
Clerical Salaries	\$	-	\$ 12,360
Custodial Salaries	\$	18,000	\$ 18,540
Other Staff Salaries	\$	30,000	\$ 30 ,900
Other Employee Benefits	\$	48,110	\$ 83,742
Staff Development Costs	\$	5,000	\$ 9,270
Summer School Stipends	\$	16,200	\$ 27,810
Subtotal: Personnel Costs	\$	352,310	\$ 613,422
Direct Student Costs			
Textbooks	\$	18,000	\$ 24,000
Student Uniforms	\$	1,600	\$ 3,200
Student Supplies and Materials	\$	18,000	\$ 36,000
Library and Media Center Materials	\$	7,500	\$ 15,000
Computers and Materials	\$	10,000	\$ 15,000
Other Instructional Equipment	\$	7,200	\$ 14,400
Classroom Furnishings and Supplies	\$	20,000	\$ 20,000
Student Assessment Materials	\$	4,000	\$ 8,000
Contracted Instructional/Student Services	***	33,480	\$ 66,960
Local Field Lessons	\$		\$ 5,760
Out-of-state Field Lessons	\$	25,200	\$ 50,400
Saturday Enrichment Programs	\$	12,000	19,200
Miscellaneous Student Costs	\$	800	\$ 1,600
Subtotal: Direct Student Costs	\$	160,660	\$ 279,520
Occupancy Expenses			
Rent	\$	104,400	\$ 156,000

Years 1-2 Budget

		YEAR 1	*********	YEAR 2
		Total		Total
Mortgage Principal Payments	\$	125,000	\$	125,000
Mortgage Interest Payments	\$	25,000	\$	25,000
Maintenance and Repairs/Pest Control	\$	-	\$	-
Renovation/Leasehold Improvements	\$	-	\$	-
Utilities	\$	6,000	\$	6,000
Janitorial Supplies	\$	3,360	\$	3,360
Equipment Rental and Maintenance	\$ \$ \$ \$	-	\$	-
Contracted Building Services	\$	-	\$	-
Subtotal: Occupance Expenses	\$	263,760	\$	315,360
Office Expenses				
Office Supplies and Materials	\$	5,000	\$	6,200
Office Furnishings and Equipment	\$	4,000	\$	4,000
Office Equipment Rental and Maintenance	\$	4,200	\$	8,400
Telephone/Telecommunications	\$	4,200	\$	5,640
Payroll Services	\$	3,120	\$	3,120
Accounting Services	\$ \$ \$ \$ \$ \$	3,600	\$	6,000
Legal Services	\$	3,000	\$	6,000
Printing and Copying	\$	2,880	\$	3,600
Postage and Shipping	\$	1,440	\$	1,800
Office Computer/Software/Printer		6,250	\$	1,500
Other/Medicine	\$	800	\$	1,600
Subtotal: Office Expenses	\$	38,490	\$	47,860
General Expenses				
Insurance	\$	10,958	\$	10,958
Board Insurance	\$	2,962	\$	2,962
General Liability	\$	20,000	\$	20,000
Student accident	\$	1,080	\$	2,160
Interest Expense	\$	-	\$	-
Transportation	\$	3,456	\$	6,912
Food Service - week days	\$	56,160	\$	112,320
Food Service - Saturday school	\$	5,760	\$	11,520
Administration Fee	\$	-	\$	-
Other General Expense	\$	-	\$	-
Subtotal: General Expenses	\$	100,376	\$	166,832
TOTAL EXPENSES	\$	915,596	\$	1,422,994
EXCESS (OR DEFICIENCY)	\$	272,512	\$	88,862



	•	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5
		Total -		Total		Total		Total		Total
REVENUES										
Per Pupil Charter Payments (State)	\$	433,008	\$	845,424	\$	1,257,840	\$	1,670,256	\$	1,670,256
Per Pupil Charter Payments Federal I	\$	18,000	\$	36,000	\$	54,000	\$	72,000	\$	72,000
Federal Entitlements Title IV, VI	\$	6,336	\$	12,672	\$	19,008	\$	25,344	\$	25,344
Federal Entitlements (Meals)	\$	43,092	\$	86,184	\$	129,276	\$	172,368	\$	172,368
Federal Entitlements (Title Programs)	\$	110,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000
Income from Grants and Donations	\$	90,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000
Activity Fees (Sat. lunch and out-of-state field lessons)	\$	7,200	\$	14,400	\$	21,600	\$	28,800	\$	28,800
Loans	\$	250,000	\$	-						
Other Income (summer school)	\$	41,256	\$	-	\$	-	\$	-	\$	-
Other Income (2nd summer)	\$	82,512	\$	123,768	\$	165,024	\$	206,280	\$	206,280
Other Income (facilities allowance)	\$	106,704	\$	213,408	\$	320,112	\$	426,816	\$	426,816
TOTAL REVENUES	\$	1,188,108	\$	1,511,856	\$	2,146,860	\$	2,781,864	\$	2,781,864
EXPENSES										
Personnel Salaries and Benefits Costs	\$	352,310	\$	613,422	\$	1,004,685	\$	1,336,564	\$	1,389,214
Direct Student Costs	\$	160,660	\$	279,520	\$	384,880	\$	519,240	\$	485,240
Occupancy Expenses	\$	263,760	\$	315,360	\$	408,800	\$	408,800	\$	408,800
	•	200,: 00	•	0.0,000	•	400,000	•	400,000	•	400,000
Office Expenses	\$	38,490	\$	47,860	\$	60,225	\$	75,481	\$	93,552
General Expenses	\$	100,376	\$	166,832	\$	241,768	\$	309,608	\$	322,858
TOTAL EXPENSES	\$	915,596	\$	1,422,994	\$	2,100,358	\$	2,649,693	\$	2,699,664
EXCESS (OR DEFICIENCY)	\$	272,512	\$	88,862	\$	46,502	\$	132,171	\$	82,200

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		YEAR 1 Total		YEAR 2 Total		YEAR 3 Total				YEAR 5 Total		٠,	VARIA YEAR 1		S ÆAR 2		VE	AR 3-5
		rotar		1914						.144								
REVENUES Per Pupil Charter Payments (State)	s	433,008	5	B45 424	s	1,257,840	s	1 670 256	s	1,670,256	F3	\$	6.014	s	6.014	The state per student allottment (Grade 5 - \$6014 / 6-8 - \$5728)		6,014
Per Pupil Charter Payments Federal I	š	18,000	Š		š	54,000		72,000		72,000	F4			2		The federal per student allottment		250
Federal Entitlements Title IV, VI	Š	6.336	š	12,672			Š	25,344		25,344		Š	88	Š		Title V, (V total approximatly \$88 per child \$		88
Federal Entitlements (Meals)	Š	43,092		86,184		129,276		172,368		172,368	F6	•	599	Š		\$3 a day for 210 days with 95% of students qualifying \$	5	599
Federal Entitlements (Title Programs)	Š			90,000	-				s	90,000	F7	-	110,000	s		Based on three year program for all new charter schools S	-	90,000
Income from Grants and Donations	Š	90,000			\$	90,000		90,000	5	90,000	F8	S	90,000	\$		Amount of income from grants and donations \$		90,000
Activity Fees (Sat. lunch and out-of-state field lessons)	Š	7,200		14,400		21,600		28,800		26,800	F9		100	Š		Student fees for Saturday lunches and out of state trips \$		100
Loans	Š	250,000		,		•••		•			F10	\$	250,000			Loan needed for facilities and start up costs		
Other Income (summer school)	\$				\$	-	\$		\$	-	F11	\$	573	5	573	Summer school allottment 5	5	573
Other Income (2nd summer)	\$	82,512	\$	123,76B	\$	165,024	5	206,280	\$	206,280	F12	\$	573	\$		Summer school allottment \$		573
Other income (facilities allowance)	5	106.704	\$	213,408	\$	320,112	\$		\$	426,816	F13	\$	1,482	\$	1,482	Facility allowance per child \$	5	1,482
TOTAL REVENUES	\$	1,198,108	\$	1,511,856	\$	2,146,860	\$	2,781,864	\$	2,781,864						Total revenue for year one		
EXPENSES											F17				3%	Salary increase / raise (not including Principal)		3%
Personnel Salaries and Benefits																		
Principal/Executive Salary	\$	55,000	\$	60,000	5		S	,	\$	65,000	F19	-	55,000			Principal salary approximately \$20,000 lower than DCPS principals \$		65,000
Teachers Salaries	\$	180,000	\$	370,800	\$	572,886		763,848	\$	763,848		\$	45,000			Approximately \$45000 per teacher, estimated overtime included \$	\$	47,741
Teacher Aldes/Assistance Salaries	\$	-	\$	-	\$	-	\$	-	\$	-	F21			\$	-	None in 1st year \$	•	-
Other Education Professionals Salaries	\$	•	\$	-	\$	45,000			\$	135,000	F22			\$	-	None in 1st year S	•	45,000
Clerical Salaries	\$	-	\$	12,360		25,462		25,462		25,462	F23		12,000				\$	12,731
Custodial Salaries	\$			18,540		38, 192		38,192		38,192	F24					One custodian in year one, \$18000	•	19,096
Other Staff Salaries	\$	30,000		30,900				95,481		95,481	F25	S	30,000				\$	31,827
Other Employee Benefits	\$	48,110		83,742				183,257		190,907	F26		17%			Benefits - based on percentage of salary		17%
Staff Development Costs	\$	5,000		9,270					Ş	18,035	F27		1,000			per teacher/administrator/assistant Summer school salary - per employee	•	1,061
Summer School Stipends	\$	16,200		27,810		42,966		57,289		57,289	F28	•	2,700	•	2,781	Summer school salary - per employee	•	2,864
Personnel Salaries and Benefits Costs	\$	352,310	\$	613,422	\$	1,004,685	\$	1,338,564	\$	1,389,214	F30					Total personnel budget		
Direct Student Costs																		
Textbooks	\$	18,000		24,000		24,000		48,000		24,000	F33					per child for textbooks	\$	300
Student Unitorms	\$	1,600		3,200		4,800		6,400		6,450	F34		20	\$		per child for t-shirts	\$	20
Student Supplies and Materials	\$	18,000		36,000		54,000		72,000		72,000	F35		225	\$		per child for materials and consumables	•	225
Library and Media Center Materials	\$			15,000		15,000		15,000		15,000	F36		7,500	\$		Money earmarked for novels and library needs	-	7,500
Computers and Materials	S	10,000		15,000				30,000		20,000	F37		2,500			Cost per computer	•	2,500
Other instructional Equipment	\$	7,200		14,400		21,600		28,800		28,800	F38					Money earmarked for overheads and other instructional materials	-	7,200
Classroom Furnishings and Supplies	\$	20,000		20,000				,	2	20,000	F39	-	250 50			Money earmarked for classroom furniture - per seat	•	250
Student Assessment Materials	\$	4,000		8,000	Ş	12,000			š	16,000	F40 F41			_		Testing material costs for Standford 9 - per student	•	50
Contracted Instructional/Student Services	\$ \$	2,880		66,960 5,760		100,440 8,640			\$ \$	133,920 11,520	F42		3,100 40			Special Education services and ESL S	-	3,100 40
Local Field Lessons		25,200		50,400		75,600			\$	100,800	F43		350			In town field trips - per student \$	•	350
Out-of-state Field Lessons	\$ \$	12,000		19,200					5	33,600	F44		2,400			Out of town field trips - per student \$5 Saturday school stipends (24 Saturdays / \$100 per Saturday) - per \$		2,400
Saturday Enrichment Programs	5	600	5	1,600					Š	3,200	F45		2,400			Miscellaneous student costs	•	2,400
Miscellaneous Student Costs	Ť		·	•				·		•		•	10	•	10		•	10
Direct Student Costs	\$	150,560	\$	279,520	ş	384,880	\$	519,240	\$	485,240	F47					Total direct student costs		
Occupancy Expenses			_	.=	_		_		_			_		_	A=			
Rent	\$	104,400		156,000			\$	-	\$		F50		8,700			Monthly rent	_	40.000
Mortgage Principal Payments	\$	125,000		125,000	Ş	200,000	\$		5	200,000	F51		10,417			Monthly mortgage / loan principal payment (\$2M)		16,667
Mortgage Interest Payments	\$	25,000		25,000		150,000			\$	150,000	F52		2,083			Monthly mortgage / loan interest (7.5% for 10-year mortgage) payms		12,500
Maintenance and Repairs/Pest Control	\$	•	\$	-	S	12,000		12,000		12,000	F53		-	\$	-	Costs for repairs / pest control services	5	1,000
Renovation/Leasehold Improvements	\$	-	\$		\$	-	Ş	45.55	\$	-	F54		•	Ş	-	NA S	5	
Utilities	Ş	6,000	-	6,000		12,000		12,000		12,000	F55		500	\$		Monthly cost for electricity, water, and trash removal	-	1,000
Janitorial Supplies	Ş	3,360	\$	3,360		6,000		6,000	\$	6,000	F56	-	280	\$	280	Per month 5	•	500
Equipment Rental and Maintenance	2	:	\$	-	Ş	4,800		4,800	\$	4,800 24,000	F57 F58		-	2	-	Money for possible purchasing / renovating exsisting building or bu \$	-	400 2,000
Contracted Building Services	\$		\$		\$	24,000		·	\$			3	•	*	-		•	2,000
Occupancy Expenses	\$	253,760	\$	315,360	\$	408,800	\$	408,800	\$	408,800	F60					Total occupany expenses		
Office Expenses Office Supplies and Materials	s	5.000	50	6.200	S	7,750	5	9.688	\$	12,109	F65	s.	5,000	2	6 200	Amount for office supplies and materials		25%
Citics applies and misterials	•	-,-50	-	0,200	•	.,	•	2,000	•	,_,.55	. 50	-	0,000	•	0,200			

		YEAR 1	***	YEAR 2		YEAR 3	***	YEAR 4		YEAR 5			VĀI	BAI	LES	Annual Control of the		
		Total		Total	.	Total		Total		Total			YEAR 1		YEAR 2		YEAR	K 3-6
Office Furnishings and Equipment	\$	4,000	\$	4,000	S	5,000	\$	6,250	\$	7,813	F6	6 \$	4,00	0 \$	4,000	Amount for office furniture		25%
Office Equipment Rental and Maintenance	\$	4,200	S	8,400	\$	10,500	\$	13,125	\$	16,406	F6'	7 \$	35	0 5	700	Per month - rental for copier machine and service		25%
Telephone/Telecommunications	\$	4,200	\$	5,640	\$	7,050	\$	8,813	\$	11,016	F6	8 \$		0 5		Per month - phone bill @ \$150.00 plus 5 cell phones at \$40 each (25%
Payroll Services	\$	3,120	\$	3,120	\$	3,900	\$	4,875	\$	6,094		9 \$		0 \$		Per month - payroll service		25%
Accounting Services	S	3,600	S	6,000	\$	7,500	\$	9,375		11,719		0 S		0 \$				25%
Legal Services	S	3,000	\$	6,000	\$	7,500	\$	9,375	\$	11,719	F7	1 \$	25	0 \$	500	Per month - amount for legal service		25%
Printing and Copying	\$	2,880		3,600	\$	4,500	\$	5,625	\$	7,031	F7:	2 \$	24	0 5	300	Per month - amount for printing outside of office		25%
Postage and Shipping	\$	1,440	\$	1,800	\$	2,250	\$	2,813	\$	3,516	F7:	3 \$	12	0 \$	150	Per month - amount for postage and shipping		25%
Office Computer/Software/Printer	S	6,250	\$	1,500	2	1,875	\$	2,344	\$	2,930		4 \$	5,25	0 \$	1,500	Computer software/office computer and printer		25%
Other/Medicine	\$	800	\$	1,600	\$	2,400	\$	3,200	\$	3,200	F7:	5 \$	1	0 \$	10	Per student - for bandalds, ice packs, etc.	•	10
Office Expenses	\$	38,490	\$	47,860	\$	80,225	\$	75,481	\$	93,552	F7	7				Office Expenses		
General Expenses																		
Insurance	\$	10,958		10,958	Ş	13,698				21,402		0 \$				Recommended Insurance		25%
Board Insurance	\$	2,962	\$	2,962	\$	3,703	\$		\$	5,785		1 \$				Recommended Insurance		25%
General Liability	\$	20,000	\$	20,000	\$	25,000	\$	31,250	\$	39,063		2 \$				Recommended insurance	_	25%
Student accident	\$	1,080	\$	2,160	\$	3,240	2	4,320	\$	4,320		3 \$	1	5 \$	15	Per child S	•	15
Interest Expense	Ş	-	S		Ş	•	2		Ş		F8					NA .		
Transportation	S	3,456	S	6,912	\$	10,368	Ş	10,368	\$	10,368		5 \$		8 3		Per trip - for buses for local field trips		108
Food Service - week days	S	56,160	S	112,320	Ş	168,480	\$	224,640	s	224,640		6 \$		0 :		Per child		780
Food Service - Saturday school	\$	5,760	\$	11,520	S	17,280	\$	17,280	Ş	17,280		7 \$	24	0 5	480	Per Saturday - lunch	\$	720
Administration Fee	\$	-	S	•	5	•	5	•	\$	•	F8					NA		
Other General Expense	\$	-	\$	•	\$	-	Ş	•	\$	-	F8	9				NA		
General Expenses	\$	100,376	\$	166,832	\$	241,768	\$	309,608	\$	322,858	F9	11				Total general expenses		
TOTAL EXPENSES	\$	915,596	\$	1,422,994	\$	2,100,358	\$	2,649,693	\$	2,699,864	F9	13				Total expenses		
EXCESS (OR DEFICIENCY)	\$	272,512	\$	88,862	\$	48,502	\$	132,171	\$	82,200	F9	5				The difference between revenue and expenses		

PRELIMINARY BUDGET FOR CAPITAL EXPENSES (KIPP DC Academy) (Years 1 and 2)

ITEM	UNIT COST	QUANTITY	TOTAL COST
Teacher	\$250	8	\$2,000
Desk		<u> </u>	
Teacher	\$100	8	\$800
Chair	61300		410.400
Teacher	\$1300	8	\$10,400
Computer	\$300	4	\$1,200
Teacher	\$ 300	4	\$1,200
Printer Classroom	\$70	16	\$1,120
Bookshelf	φ70	10	φ1,120
Filing	\$100	15	\$1,500
Cabinet	Ψ100	13	Ψ1,500
Overhead	\$100	9	\$900
Projector	,	′	\$
Wall	\$53	9	\$477
Screen	4-0	Í	4. ,,
Wall	\$119	16	\$1,904
Maps	4 -		12,,,,,,,
Science			\$7,500
Equipment		· .	
Facsimile	\$450	1	\$450
Machine	·	_	
Office	\$275	4	\$1,100
Desk		<u> </u>	
Office	\$100	4	\$400
Chair			
Waiting Room	\$30	10	\$300
& Conf. Chair			
Wall Clock	\$10	12	\$120
Nurse's	\$241	2	\$482
Cot	Ψ211	1	Ψτομ
Office	\$1300	4	\$5,200
Computer	Ψ1500	,	ψυ,μου
Office	\$600	3	\$1,800
Printer	+	1	1-,
Lateral	325.00	2	\$650
File Cabinet			, ,
gnrl storage	\$100	20	\$2,000
cabinet		<u></u>	
Refrigerator	\$425	1	\$425
with Freezer			
Microwave	\$148	1	\$148
Oven			
Cafeteria & Clsrm.	\$55	50	\$2,750
Table			
Cafeteria & Clsrm.	\$8	160	\$1,280
Chair			
Chair	\$220	1	\$220
storage rack_			
Assembly	\$1,179	1	\$1,179
Sound System		L	<u> </u>

Musical Equipment St,000				
Musical Equipment S150 S S1,200				
Equipment Classroom Sound \$150		····		· · · · · · · · · · · · · · · · · · ·
Classroom Sound System \$150 8 \$1,200 TV \$120 2 \$240 Cart \$361 2 \$722 TV and VCR Security lock \$111 2 \$222 VCR \$210 2 \$420 Laminator \$1395 1 \$1,395 Conference \$227 1 \$227 Table Custodial \$600 \$600 Equipment \$600 \$600 \$600 Table \$130 10 \$1,300 Bookshelf \$130 10 \$1,300 Bookshelf \$130 10 \$1,300 Bookshelf \$1 \$330 \$340 Library \$8 30 \$240 Chair \$8 30 \$240 Chair \$1,900 \$687 1 \$687 rack \$687 1 \$687 \$99 1 \$99 box Athletic \$3,500 \$3				\$5,000
System TV \$120 2 \$240	Equipment	0150	<u> </u>	61.000
TV \$120 2 \$240 TV \$361 2 \$722 TV and VCR \$111 2 \$222 Security lock \$210 2 \$420 Laminator \$1395 1 \$1,395 Conference \$227 1 \$227 Table Custodial \$600 \$600 Equipment \$600 \$600 \$600 Every Custodial \$600 \$600 \$600 Equipment \$130 10 \$1,300 Bookshelf \$130 10 \$1,300 Bookshelf \$130 \$1,300 \$1,300 Bookshelf \$1,300 \$240 \$240 Chair \$8 30 \$240 Chair \$8 30 \$240 Chair \$11,900 \$1,900 Locker \$687 1 \$687 Bicycle \$687 1 \$99 box \$40 \$40 \$40		\$150	8	\$1,200
Cart TV \$361 2 \$722 TV and VCR Security lock \$111 2 \$222 VCR \$210 2 \$420 Laminator \$1395 1 \$1,395 Conference Table \$227 1 \$227 Custodial Equipment \$600 \$600 \$600 Equipment \$300 \$300 \$300 Trash Can (small and large) \$20 \$15 \$300 Library \$130 10 \$1,300 Bookshelf Library \$355 6 \$330 Table Library \$8 30 \$240 Chair \$1,300 \$3,500 \$40 Locker \$687 1 \$687 Tack \$687 1 \$687 Requipment \$99 1 \$99 box Athletic \$3,500 \$3,500 Equipment \$687 1 \$300 Couch \$300 1	System	6120		6040
TV \$361 2 \$722 TV and VCR \$111 2 \$222 Security lock VCR \$210 2 \$420 Laminator \$1395 1 \$1,395 Conference \$227 1 \$227 Table \$600 \$600 \$600 Equipment \$500 \$300 \$300 Trash Can (small and large) \$20 \$15 \$300 Library \$130 \$10 \$1,300 Bookshelf \$15 \$330 \$300 Library \$55 6 \$330 Table \$240 \$240 Library \$8 30 \$240 Chair \$70 \$170 \$11,900 Locker \$10 \$1,900 \$687 Bicycle \$687 1 \$687 rack \$99 1 \$99 box Athletic \$3,500 Equipment \$750 \$750	l .	\$120	2	\$240
TV and VCR	cart	f261		6700
Security lock VCR	1 1	\$201	2	\$122
Security lock VCR	TV and VCP	\$111	7	\$222
VCR \$210 2 \$420 Laminator \$1395 1 \$1,395 Conference Table \$227 1 \$227 Custodial Equipment \$600 \$600 Trash Can (small and large) \$20 15 \$300 Library Bookshelf \$130 10 \$1,300 Bookshelf Library Table \$55 6 \$330 Library Library Table \$8 30 \$240 Chair Student S		Ψ111	4	ΨZZZ.
Laminator \$1395 1 \$1,395 Conference Table \$227 1 \$227 Custodial Equipment \$600 \$600 Trash Can (small and large) \$20 15 \$300 Library Bookshelf \$130 10 \$1,300 Bookshelf \$15 \$330 \$300 Library Bookshelf \$55 6 \$330 \$340 Library Table \$8 30 \$240 \$300 \$300 \$400 </td <td>VCR</td> <td>\$210</td> <td>2</td> <td>\$420</td>	VCR	\$210	2	\$420
Conference Table \$227 1 \$227 Table Custodial Equipment \$600 \$600 Trash Can (small and large) \$20 15 \$300 Library Bookshelf \$130 10 \$1,300 Bookshelf Library \$55 6 \$330 Table Library Table \$8,500 \$8,500 Reading Materials \$30 \$240 Chair Student \$70 170 \$11,900 Locker Bicycle rack \$687 1 \$687 Rey security box \$99 1 \$99 Athletic Equipment \$3,500 \$750 \$750 Equipment Couch \$300 1 \$300 Science Table Overhead projector cart Student \$99.00 9 \$891 Desks \$54 180 \$9,720	Vene	4210	-	Ψ120
Conference Table \$227 1 \$227 Table \$600 \$600 \$600 Custodial Equipment \$20 15 \$300 Trash Can (small and large) \$130 10 \$1,300 Bookshelf Library \$55 6 \$330 Table Library \$8,500 Reading Materials \$8 30 \$240 Chair \$11,900 \$11,900 Locker Bicycle \$687 1 \$687 Table \$3,500 \$3,500 \$3,500 \$3,500 Adhletic \$3,500 \$750 \$3,500 \$300<	Laminator	\$1395	1	\$1.395
Table Custodial \$600 Equipment \$20 15 \$300 Trash Can (small and large) \$130 10 \$1,300 Library \$130 10 \$1,300 Bookshelf \$1,300 \$1,300 Library \$55 6 \$330 Table \$8,500 \$8,500 Reading Materials \$1,900 \$1,900 Library \$8 30 \$240 Chair \$70 \$170 \$11,900 Locker \$687 \$1 \$687 Bicycle \$687 \$1 \$687 rack \$99 \$1 \$99 box Athletic \$3,500 \$750 Equipment \$750 \$750 Equipment \$300 \$300 \$300 Science \$315 \$12 \$3,780 Table \$99.00 9 \$891 Overhead \$99.00 9 \$891 projector cart<		V 2 2 2 2 3	_	
Table Custodial \$600 Equipment \$20 15 \$300 Trash Can (small and large) \$130 10 \$1,300 Library \$130 10 \$1,300 Bookshelf \$1,300 \$1,300 Library \$55 6 \$330 Table \$8,500 \$8,500 Reading Materials \$1,900 \$1,900 Library \$8 30 \$240 Chair \$70 \$170 \$11,900 Locker \$687 \$1 \$687 Bicycle \$687 \$1 \$687 rack \$99 \$1 \$99 box Athletic \$3,500 \$750 Equipment \$750 \$750 Equipment \$300 \$300 \$300 Science \$315 \$12 \$3,780 Table \$99.00 9 \$891 Overhead \$99.00 9 \$891 projector cart<	Conference	\$227	1	\$227
Custodial Equipment \$600 Trash Can (small and large) \$20 15 \$300 Library \$130 10 \$1,300 Bookshelf \$130 10 \$1,300 Bookshelf \$10 \$1,300 Library \$55 6 \$330 Table \$8,500 \$8,500 Reading Materials \$30 \$240 Chair \$170 \$11,900 Locker \$11,900 \$11,900 Locker \$687 1 \$687 Bicycle \$687 1 \$687 rack \$99 1 \$99 box Athletic \$3,500 \$750 Equipment \$750 \$750 Equipment \$300 1 \$300 Science \$315 12 \$3,780 Table \$99.00 9 \$891 Projector cart \$54 180 \$9,720		•	_	
Trash Can (small and large) \$20 15 \$300 Library \$130 10 \$1,300 Bookshelf \$55 6 \$330 Library \$55 6 \$330 Table \$8 30 \$240 Chair \$70 170 \$11,900 Locker \$687 1 \$687 Bicycle \$687 1 \$99 box Athletic \$3,500 Equipment \$750 \$750 Health Clinic \$750 \$300 Equipment \$300 1 \$300 Science \$315 12 \$3,780 Table Overhead \$99.00 9 \$891 Overhead \$99.00 9 \$891 Desks \$54 180 \$9,720	Custodial			\$600
Trash Can (small and large) \$20 15 \$300 Library \$130 10 \$1,300 Bookshelf \$55 6 \$330 Library \$55 6 \$330 Table \$8 30 \$240 Chair \$70 170 \$11,900 Locker \$687 1 \$687 Bicycle \$687 1 \$99 box Athletic \$3,500 Equipment \$750 \$750 Health Clinic \$750 \$300 Equipment \$300 1 \$300 Science \$315 12 \$3,780 Table Overhead \$99.00 9 \$891 Overhead \$99.00 9 \$891 Desks \$54 180 \$9,720	Equipment			
Library Bookshelf \$130 10 \$1,300 Library Table \$55 6 \$330 Library Reading Materials \$8 30 \$240 Chair Student Student Student Locker \$70 170 \$11,900 Bicycle Required \$687 1 \$687 rack Key security box \$99 1 \$99 Athletic Equipment \$3,500 \$750 \$750 Equipment Couch \$300 1 \$300 Science Table Overhead Sp9.00 \$9 \$891 Overhead Student Sp. Table Student	Trash Can (small	\$20	15	\$300
Bookshelf				<u> </u>
Library Table \$55 6 \$330 Library Reading Materials \$8 30 \$240 Chair Student Student Locker \$70 170 \$11,900 Bicycle rack \$687 1 \$687 Key security box \$99 1 \$99 Athletic Equipment \$3,500 \$750 Health Clinic Equipment \$750 \$750 Couch \$300 1 \$300 Science Table \$315 12 \$3,780 Table Overhead projector cart \$99.00 9 \$891 Student Desks \$54 180 \$9,720		\$130	10	\$1,300
Table Library \$8,500 Reading Materials \$30 \$240 Chair \$70 170 \$11,900 Locker \$687 1 \$687 Bicycle \$687 1 \$99 box Athletic \$3,500 \$3,500 Equipment \$750 \$750 Health Clinic \$750 \$300 Equipment \$300 1 \$300 Science \$315 12 \$3,780 Table Overhead \$99.00 9 \$891 Projector cart \$54 180 \$9,720 Desks \$300 \$300 \$300 \$300				
Library \$8,500		\$55	6	\$330
Reading Materials 30 \$240 Chair \$70 170 \$11,900 Locker Bicycle \$687 1 \$687 Bicycle \$687 1 \$99 Key security \$99 1 \$99 box Athletic \$3,500 \$3,500 Equipment \$750 \$750 \$750 Equipment \$300 1 \$300 Science \$315 12 \$3,780 Table Overhead \$99.00 9 \$891 projector cart \$54 180 \$9,720 Desks \$9,720 \$9 \$9	Table			
Library \$8 30 \$240 Chair \$70 170 \$11,900 Locker Bicycle \$687 1 \$687 Bicycle \$687 1 \$99 Key security \$99 1 \$99 box Athletic \$3,500 Equipment \$750 \$750 Equipment \$300 1 \$300 Science \$315 12 \$3,780 Table Overhead \$99.00 9 \$891 Overhead \$99.00 9 \$891 Student \$54 180 \$9,720 Desks \$300 \$9,720				\$8,500
Chair \$11,900 Student \$70 \$170 \$\$11,900 Locker \$687 \$1 \$687 Bicycle \$687 \$1 \$687 rack \$1 \$99 Key security \$99 \$1 \$99 box Athletic \$3,500 \$750 Equipment \$750 \$750 \$750 Equipment \$300 \$300 \$300 \$300 Science \$315 \$3780 \$3780 \$3780 Table \$99.00 9 \$891 Overhead \$99.00 9 \$891 Student \$54 \$180 \$9,720 Desks \$54 \$54 \$54	Reading Materials			
Student Locker \$70 170 \$11,900 Bicycle rack \$687 1 \$687 Key security box \$99 1 \$99 Athletic Equipment \$3,500 \$750 Health Clinic Equipment \$750 \$300 Couch \$300 1 \$300 Science Table \$99.00 9 \$891 Overhead projector cart \$54 180 \$9,720 Desks \$9,720 \$9,720		\$8	30	\$240
Locker Bicycle \$687 1 \$687			150	011.000
Bicycle rack \$687 1 \$687 Key security box \$99 1 \$99 Athletic Equipment \$3,500 \$3,500 Health Clinic Equipment \$750 \$750 Couch \$300 1 \$300 Science Table \$315 12 \$3,780 Overhead projector cart \$99.00 9 \$891 Student Student Desks \$54 180 \$9,720		\$70	170	\$11,900
rack Key security box \$99 1 \$99 Athletic \$3,500 \$3,500 Equipment \$750 \$750 Equipment \$300 1 \$300 Science \$315 12 \$3,780 Table Table \$99.00 9 \$891 Overhead projector cart \$54 180 \$9,720 Desks \$9,720 \$9		fr 607		6607
Key security box \$99 1 \$99 Athletic Equipment \$3,500 \$3,500 Health Clinic Equipment \$750 \$750 Couch \$300 1 \$300 Science Table \$315 12 \$3,780 Overhead projector cart \$99.00 9 \$891 Student Student Desks \$54 180 \$9,720		\$007	1	\$087
Box Athletic \$3,500		\$00	i	© 00
Athletic \$3,500 Equipment \$750 Equipment \$750 Couch \$300 1 \$300 Science \$315 Table \$99.00 Overhead \$99.00 projector cart Student \$54 Desks		Ψ/7	1	(7)
Equipment Health Clinic \$750 Equipment \$300 1 \$300 Couch \$315 12 \$3,780 Table \$99.00 9 \$891 Overhead projector cart \$54 180 \$9,720 Desks \$9,720	Athletic			\$3.500
Health Clinic \$750 Equipment \$300 1 \$300 Couch \$315 12 \$3,780 Table Table \$99.00 9 \$891 Overhead projector cart \$54 180 \$9,720 Desks Desks \$300 \$7,720		İ		45,500
Equipment \$300 1 \$300 Science \$315 12 \$3,780 Table Overhead \$99.00 9 \$891 projector cart Student \$54 180 \$9,720 Desks Desks \$54 \$54 \$54	Health Clinic			\$750
Couch \$300 1 \$300 Science \$315 12 \$3,780 Table Overhead \$99.00 9 \$891 projector cart Student \$54 180 \$9,720 Desks Desks \$54 \$54 \$54				1 4,50
Science \$315 12 \$3,780 Table Overhead \$99.00 9 \$891 projector cart Student \$54 180 \$9,720 Desks Desks \$54 \$54 \$54		\$300	1	\$300
Table Second of the second of th	Conon	4-34	•	1
Table Second of the second of th	Science	\$315	12	\$3,780
Overhead projector cart \$99.00 9 \$891 Student Desks \$54 180 \$9,720				
projector cart Student \$54 180 \$9,720 Desks	Overhead	\$99.00	9	\$891
Student \$54 180 \$9,720 Desks				
Desks	Student	\$54	180	\$9,720
TOTAL \$98,628				
	TOTAL			\$98,628
		<u> </u>		<u> </u>

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DESCRIPTION	Pre- Opening		Month 1 July		Month 2 August		Month 3 Sept		Month 4 Oct		Month 5 Nov		Month & Dec		Month 7 Jan	•••••	Month 8 Peti
1. Cash on Hand (start of month)	\$ -	\$	80,888	\$	88,938	\$	52,654	\$	30,844	\$	304,436	\$	287,252	\$	241,283	\$	227,185
2. Cash receipts																	
Per Pupil Charter Payments								\$	324,756								
Federal Entitlements X	\$ 55,000									\$	27,500						
Federal Entitlements IV,VI										\$	7,301			\$	7,301		
Federal Entitlements Meals		\$	3,078	\$	-	\$	3,694	5	4,309	5	3,488	S	3,078	5	4,104	\$	4,104
Grants and Donations	\$ 29,970					\$	29,970							\$	29,970		,
Activities Fees						\$	720	\$	720	5	720	\$	720	\$	720	\$	720
Facility Allowance	\$ 106,704															•	
Loan	\$ 250,000																
Summer School 1st/2nd		\$	41,256														
3. Total Receipts	\$ 441,674	\$	44,334	\$	-	\$	34,384	\$	3 29 ,785	\$	39,009	\$	3,798	\$	42,095	\$	4,824
4. Total Cash Available	\$ 441,674	\$	125,222	\$	88,938	\$	87,038	\$	360,630	\$	343,445	\$	291,050	\$	283,378	\$	232,009
5. Expenses																	
Personnel Salaries and Benefits		\$	8,100	S	8,100	5	28,009	\$	28,009	\$	28,009	\$	28,009	s	28,009	\$	28,009
Direct Student Costs	\$ 96,396	5	6,426	\$	6,426	\$	6,426	\$	6,426	\$	6,426		,	\$	6,426		6,426
Occupancy Expenses	\$ 250,000	5	12,500	\$	12,500	\$	12,500	\$	12,500	\$	12,500	\$	12,500	\$	12,500		12,500
Office Expenses	\$ 7,698	-	2,566	\$	2,566	\$	2,566	\$	2,566	\$	2,566	\$	2,566	\$	2,566	\$	2,566
General Expenses	\$ 6,692	5	6,692	\$	6,692	\$	6,692	\$	6,692	\$	6,692	\$	6,692	\$	6,692	\$	6,692
6. Total Expenses	\$ 360,786	\$	36,284	\$	36,284	\$	56,1 9 3	\$	56,193	\$	5 6,1 9 3	\$	49,767	\$	56,193	\$	56,19 3
7. Fund Balance (end of month)	\$ 80,888	\$	88,938	\$	52,654	\$	30,844	\$	304,436	\$	287,252	\$	241,283	\$	227,185	\$	176,816



DESCRIPTION	Month 9 March	Month 10 April	Month 11 May	Month 12 June	Month 13 July	Month 14 August		Total
1. Cash on Hand (start of month)	\$ 176,816	\$ 158,426	\$ 109,696	\$ 173,415	\$ 122,560	\$ 158,383	***************************************	
2. Cash receipts					-			
Per Pupil Charter Payments			\$ 108,252				\$	433,008
Federal Entitlements X	\$ 27,500						\$	110,000
Federal Entitlements IV,VI	\$ 7,301	\$ 2,434					\$	24,336
Federal Entitlements Meals	\$ 3,283	\$ 4,309	\$ 4,514	\$ 2,052	\$ 3,078	\$	\$	43,092
Grants and Donations							\$	89,910
Activities Fees	\$ 720	\$ 720	\$ 720	\$ 720			\$	7,200
Facility Allowance							\$	106,704
Loan							\$	250,000
Summer School 1st/2nd					\$ 82,512		\$	123,768
3. Total Receipts	\$ 38,804	\$ 7,463	\$ 113,486	\$ 2,772	\$ 85,590	\$ -	\$	1,188,018
4. Total Cash Available	\$ 214,619	\$ 165,889	\$ 223,182	\$ 176,187	\$ 208,150	\$ 158,383	\$	1,188,018
5. Expenses								
Personnel Salaries and Benefits	\$ 28,009	\$ 28,009	\$ 28,009	\$ 28,009	\$ 28,009	\$ 28,009	\$	352,310
Direct Student Costs	\$ 6,426	\$ 6,426		\$ 6,426			\$	160,660
Occupancy Expenses	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$	425,000
Office Expenses	\$ 2,566	\$ 2,566	\$ 2,566		\$ 2,566		\$	38,490
General Expenses	\$ 6,692	\$ 6,692	\$ 6,692	\$ 6,692	\$ 6,692	\$ 6,692	\$	100,376
6. Total Expenses	\$ 56,193	\$ 56,193	\$ 49,767	\$ 53,627	\$ 49,767	\$ 47,201	\$	1,076,836
7. Fund Balance (end of month)	\$ 158,426	\$ 109,696	\$ 173,416	\$ 122,560	\$ 158,383	\$ 111,182	\$	111,182

APPENDIX 1 - KEY Commitment to Excellence Contract

KEY COMMITMENT TO EXCELLENCE CONTRACT

TEACHERS' COMMITMENT:

We fully commit to KEY in the following ways:

We will arrive at KEY every day by 7:15 A.M. (Mon. - Fri.)

We will remain at KEY until 5:00 P.M. (Monday - Thursday) and 4:00 P.M. on Friday.

We will come to KEY on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.

We will teach KEY during the summer (July 9- July 27, 2001)

We will always teach in the best way we know how and we will do whatever it takes for our students to learn.

We will always make ourselves available to students, parents, and any concerns they might have.

We will always protect the safety, interests, and rights of all individuals in the classroom.

Failure to adhere to these commitments can lead to our removal from KEY.

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X	X	Please print name(s) here:

PARENTS'/GUARDIANS' COMMITMENT:

We fully commit to KEY in the following ways:

We will make sure our child arrives at KEY every day by 7:30 a.m. (Mon. - Fri.)

We will make arrangements so our child can remain at KEY until 5:00 p.m. (Monday - Thursday) and 3:30 P.M. on Friday.

We will make arrangements for our child to come to KEY on appropriate Saturdays at 9:30 A.M. and remain until 1:00 P.M.

We will ensure that our child attends KEY summer school (July 9- July 27, 2001).

We will always help our child in the best way we know how and we will do whatever it takes for him/her to learn. This also means that we will check our child's homework every night, let him/her call the teacher if there is a problem with the homework, and try to read with him/her every night.

We will always make ourselves available to our children, the school, and any concerns they might have.

This also means that if our child is going to miss school, we will notify the teacher as soon as possible, and we will read carefully all the papers that the school sends home to us.

We will allow our child to go on KEY field trips.

We will make sure our child follows the KEY dress code.

We understand that our child must follow the KEY rules so as to protect the safety, interests, and rights of all individuals in the classroom. We, not the school, are responsible for the behavior and actions of our child.

Failure to adhere to these commitments can cause my child to lose various KEY privileges, spend time on ISS, and can lead to my chil returning to his/her home school.

X______

STUDENT'S COMMITMENT:

I fully commit to KEY in the following ways:

I will arrive at KEY every day by 7:30 A.M. (Mon. - Fri.), or board a KEY bus at the correct time.

I will remain at KEY until 5:00 P.M. (Monday - Thursday) and 3:30 P.M. on Friday.

I will come to KEY on appropriate Saturdays at 9:30 A.M. and remain until 1:00 P.M.

I will attend KEY during summer school (July 9- July 27, 2001).

I will always work, think, and behave in the best way I know how and I will do whatever it takes for my fellow students and me to learn. This also means that I will complete all my homework every night, I will call my teachers if I have a problem with the homework or a problem with coming to school, and I will raise my hand and ask questions in class if I do not understand something.

I will always make myself available to parents, teachers, and any concerns they might have. If I make a mistake, this means I will tell the truth to my teachers and accept responsibility for my actions.

I will always behave so as to protect the safety, interests, and rights of all individuals in the classroom. This also means that I will always listen to all my KEY teammates and give everyone my respect.

I will follow the KEY dress code.

I am responsible for my own behavior, and I will follow the teachers' directions.

Failure to adhere to these commitments can cause me to lose various KEY privileges, spend time on ISS, and can lead to returning to my home school.

X		

NON-NEGOTIABLE EXPECTATIONS FOR KEY STUDENTS

- 1. Adherence to the KEY Commitment to Excellence Contract
- 2. Adherence to the KEY Credo:
 - If there is a problem, we look for a solution.
 - If there is a better way, we try to find it.
 - > If a teammate needs help, we give.
 - If we need help, we ask.
- 3. The following expectations are implied by lines 5, 6, 7, and 9 of the KEY Commitment to Excellence Contract:
 - WORK HARD, BE NICE.
 - Be on-task at <u>all</u> times during class. While <u>anyone</u> is speaking, this means that students will always have their eyes, ears, and brains on that person.
 - Be organized and prepared for <u>all</u> classes. Every KEY students should have every day at least 2 sharpened pencils with erasers, a pen, and paper in their notebooks.
 - Work should always be completed and presented neatly.
 - The KEY heading should be used on all papers.
 - Finally, all papers should be kept neatly in spirals and folders.
 - Respond appropriately to all questions. Non-verbal actions matter.
 - Conduct oneself in a orderly manner, demonstrating respect to our educational mission, while at KEY or a KEY function.
 - Do the right thing without being told. "Assign Yourself."
 - The In School Suspension (ISS) will be one of the consequences for not adhering to KEY's expectations, and this consequence ends when the teachers see improvement.
- 4. Parents and Guardians will be prompt when bringing their children to KEY or KEY functions, and picking up their children from KEY or KEY functions.

X	X
Parent	Student

APPENDIX 2- Highlights of the KIPP Academy in the South Bronx, NY

Susan A. Schaeffler

2801 Cortland Place, NW #1 Washington, DC 20008 (202)232-1990 sschaeffle@aol.com

EDUCATION

University of Maryland, M.A. in Education, GPA: 3.8/4.0 University of Maryland, Teacher Certification (MD/DC)

December 1995

April 1993

Colorado State University, B.S. Human Development/Family Studies, GPA 3.1/4.0 May 1992

HONORS/AWARDS:

- The Outstanding Educator Award (2000) Elementary school level, District of Columbia. awarded by Nation Capital Section, American Institute of Aeronautics and Astronautics
- Washington Post Grant Winner (1999) Received funding for designing and implementing a project called, "Shakespeare in the City"
- Non-violent Youth Initiative (1999) Winner of city-wide program design contest for creating a club called, O.H.O.R.O.S.C.O.P.E.
- Teacher of the Year (1995) Voted school's most outstanding teacher, John Eager Howard Elementary School
- Superintendent's "Enterprise Award" (1994) Awarded for innovative community program

SPECIALIZED COURSEWORK/TRAINING:

Urban Education

Instructional Systems, Design, and Curriculum

Peer Education

Emergency Medical Technician

HIV/AIDS Educator

Educational Program Designs

Sports Coaching

Teacher Training

WORK EXPERIENCE:

WORK EXPERIEN	<u>CE</u> .
Washington, DC	Organized Learning Experience, L.P. Founder/Partner 8/96-present
	President of program design
•	 Design and direct educational programs for children ages 6-16
	Smart Moves - a unique educational summer camp
	 Project Springboard - test prep spring break camp
	After School Academy - after school tutoring program
Washington, DC	Shepherd Elementary School, Teacher 8/95-present
	 Teach sixth grade, full curriculum, to 26 students
	Member of the school restructuring team/grade level chair
	Founded the Safety Patrol program
Awassa, Ethiopia	International Foundation of Education and Self-Help 8/96-7/97
	 Trained 180 primary school teachers
	Developed and implemented curriculum
Baltimore, MD	John Eager Howard Elementary School, Teacher 8/92-6/95
	 Earned tenure as fourth grade classroom teacher
	 Wrote grant and created an inner city youth soccer league for 160
Los Angeles, CA	Teach For America Institute, Faculty Summer 1993 & 1998
- •	 Supervised and evaluated 12-20 new teachers during student

teaching, training, and corps building process

To The Members of the DC Public Charter School Board,

' I agree to serve as a Board Member for the KIPP DC Academy, which is currently applying for charter school status.

I promise to serve the best interests of KIPP DC and offer any insight I have through my technical expertise and experience.

I will abide by the policies set forth by the KIPP DC charter application, District laws, and federal laws in my service on the board.

<u>Signature</u>

Print Name:

Date:

5-31-00

Julie Raye Conrad

3609 38th Street, NW, #210 Washington, DC 20016 (202) 363-5912 julierc@pipeline.com

Education

Graduate courses, Education Department, American University, 1999-2000, Courses taken: Diagnoses of Reading Problems; Foundations of Education; Reading, Writing, and Literature Across the Curriculum

M.A., Political Science, University of Rochester, October 1998, Concentrations: Minority Representation, Statistics, American Politics and Public Policy

B.A., Political Science, Bucknell University, May 1993

Teaching Experience

District of Columbia Public Schools, Washington, DC, August 1999 to present

Currently employed as a fifth grade teacher and grade level chair at Shepherd Elementary School. Develop and deliver lessons for a class of 22 students.

After School Academy, Shepherd Elementary School, Washington, DC September 1999 to present Facilitate four math-tutoring teams that meet once a week to explore an accelerated math topic, extending their classroom instruction. Groups of four students work cooperatively to discover new applications for previously learned skills and strategies for problem solving.

Project Springboard, Shepherd Elementary School, Washington, DC, March 1999 and April 2000 Co-designer and co-director of PTA endorsed spring break academic camp. Led small groups of third-through sixth-grade students in reading comprehension, vocabulary skills, mathematics procedures, problem solving, and test-taking strategies in preparation for the SAT-9.

Teaching Assistant, University of Rochester, Department of Political Science, Fall 1996, Spring and Fall 1997 Led weekly review sessions and seminar discussions and held office hours for two introductory political science core courses. Helped coordinate grading scale and seminar material as part of a team including six other graduate TAs.

Junior Great Books discussion leader, *Pinebrook Elementary School, Rochester, New York, 1995 and 1996* Led discussion group on assigned extra readings for a group of advanced third graders. Group met weekly to work on a student-selected project based on the reading.

Stanley Kaplan Test Prep, Baltimore, August 1994 to June 1995; Rochester, New York, July 1995 to June 1996 Instructor for SAT and GRE exam preparation classes. Responsible for teaching test strategy, math content and verbal section material to classes of approximately fifteen students. Presented mini-lessons at Kaplan recruiting open houses in the Baltimore/Washington area as an adjunct to the marketing team.

Baltimore City Public Schools and Teach For America, Baltimore, MD, June 1993 to June 1995 Employed as a teacher at Farring Elementary School as a part of the Teach For America program. Led instruction and curriculum implementation for a class of approximately thirty students. Participated in Teach For America professional development and corps activities that culminated in a rating of exemplary/skillful on my portfolio.

Baltimore Adult Literacy program tutor, South Baltimore Literacy Center, September 1994 to June 1995 Served as a tutor to two adult students who were enrolled in the literacy program. Use of sight reading and beginning instruction in phonemic awareness to increase proficiency.

Druid Hill Soccer League, *Baltimore*, *Maryland*, *September 1994-November 1994*Coached twenty fourth-grade girls and boys to victory in the league championship in a Teach For America organized soccer league.

Other Work Experience

Research Analyst for Belden Russonello & Stewart, Washington, DC, February 1998 to May 1999

Worked directly under partners at a small, Democratic polling and research firm on projects. Managed fieldwork for focus groups and surveys, performed statistical analyses on collected data, and assisted partners in report writing for education, environmental, and political clients. Education clients included: NEA, Edison Project, New American Schools. Maryland Business Roundtable for Education, and U.S. Department of Education.

Research Assistant, University of Rochester, Summer of 1996 and July 1997 to December 1997

Compiled demographic and electoral data on ten Congressional Districts throughout the Midwest for Richard Fenno, Kenan Professor of Political Science. Created a data file for the information and performed statistical analyses to test the professor's hypotheses about seniority.

Internship in Senator Frank Lautenberg's office, Washington, DC, Summer 1996

Worked as a volunteer under Legislative Assistant, Cathy Carpino, researching regulation of Internet material for children, a speed zone on the New Jersey Tumpike, sports memorabilia fraud, and the Greenspan renomination.

Research Assistant, Bucknell University, Economics Department, June 1991 to 1993

Maintained a database of current economic indicators, read and summarized books and articles for Professor Charles Sackrey.

Applicable Skills

Computer, operating systems and software

Fluent in Windows and Macintosh operating systems and most word processing and spreadsheet software. Experienced with statistical packages (e.g., SPSS, SAS, STATA) and financial software (e.g., Quicken and QuickBooks). Course in geographical database software (ArcView).

Foreign Languages, competent Spanish and basic French.

References available upon request

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I will abide by the policies set forth by the KPP DC charter application, District laws and federal laws in my service on the Board.

Print name: Julie R. Conrad

Date:

6/1/00

Andrew Solberg 4110 4th Street, NW Washington, DC 20011 202-291-7023 (home) 202-727-3622 (work)

Personal

I am 44 years old, and have been married for 15 years. We have four children who range from one to ten years old. Our children go to DC Public schools. I grew up in Urbana, Illinois, and have lived in Washington, DC since 1982.

Education

- 1973 Public High School in Urbana, Illinois
- 1978 BA in Religious Studies, Haverford College, Haverford, Pennsylvania
- 1986 Education Degree from University of the District of Columbia
- 1991 Master's Degree in Philosophy and Social Policy, The American University, Washington, DC

Work History

- 1979 Tugboat deckhand on the Mississippi River in New Orleans, Louisiana
- 1983 Bartender and waiter at various restaurants in Washington, DC
- 1986 10th Grade English teacher, Cardozo High School, Washington, DC
- Joined Washington, DC Metropolitan Police Department. Spent five years as a uniformed and plainclothes officer in the Third District, two years as a patrol sergeant in the Seventh District, and have spent the past five years as a lieutenant in the Sixth District: two years as the Midnight Watch Commander in charge of all operations, six months as a tactical operations lieutenant, two years as the team leader for Patrol Service Areas 606 and 608, supervising six sergeants and forty officers in an area of about eight square miles with an estimated population of 25,000, and six months as the Commander of the Detectives' Office, supervising 19 Homicide detectives, five Sex detectives, fifteen general crimes detectives, twelve crime scene search technicians, and five sergeants.

Cultural Experience

My father has had three appointments as a Fulbright Professor in American History in Bologna, Italy, Moscow, USSR, and Calcutta, India.

I spent the summer of 1966, when I was ten years old, in Austria with a friend. My father taught and we lived in Bologna, Italy, during the 1967-68 academic year. During this period we traveled extensively in Italy, Germany, and Eastern Europe. He also taught and we lived at the University of Moscow from January to April 1978 and traveled throughout what was then the USSR. In 1982 and again in 1984 I spent a month traveling through Mexico, Belize, and Guatemala. I am married to a native Turkish woman and we spent the summer of 1987 traveling throughout Turkey. In October 1997 my father and I spent a month traveling in India.

Andrew Solberg 4110 4th Street, Northwest Washington, DC 20011

June 1, 2000

To whom it may concern,

I am writing this letter of support on behalf of Susan Schaeffler and Julie Conrad. I have known Ms. Schaeffler since 1995 when she organized and developed a soccer program at Shepherd Elementary School. I helped coach one of the soccer teams. Ms. Conrad is currently the fifth grade teacher of my oldest child. I believe that both of these women are excellent teachers who are dedicated to providing children in the District of Columbia with the best education.

As a lieutenant in the Metropolitan Police Department's Sixth District, on Benning Road, Northeast, I have personally been involved in organizing mentoring and counseling activities in local schools in that area. Other police officers in my office have also offered their services to help shape the positive development of our youth. Ms. Schaeffler has asked me to help her coordinate this type of cooperation between the charter school she is starting and the officers and detectives with whom I work.

Because I know that Ms. Schaeffler is a hard worker and a person of integrity I am happy to look into ways that I can support her in this venture.

Sincerely,

Andrew Solberg MPD, Sixth District

Leigh Anne Fraley

14943 Ladymeade Circle, Silver Spring, MD 20906 Home (301)598-5053 Email:mlafraley@aol.com

PROFESSIONAL EXPERIENCE

Teach For America, Washington, DC

June 1998 -

Present

Program Director

Responsible for orienting corps members to Teach For America and teaching and living in the region, fostering relationships with the District, and creating a culture in which corps members assume responsibility for their own professional development.

- · Served as a liason between TFA, DCPS and 40 local schools
- · Designed and implemented a new teacher induction program
- Organized monthly professional development meetings
- Secured the placement of and monitored over 100 teachers in DC Public Schools
 Cultivated external relationships in the education community.
- · Participated in the recruitment and selection of new corps members
 - Managed our local AmeriCorps relationship

The Franklin Institute, Philadelphia, PA

March

1995 - Oct. 1997

Assistant Director, Special Programs (Children's Programs)

Responsible for all facets of department including staff management, program coordination and scheduling,

development and budget administration.

- Promoted from Coordinator to Manager to current position in less than two years
- · Designed a new program that generated over \$135,000 annually
- Developed innovative curriculum for children aged 6 -12
- · Managed four separate budgets with total accountability of over \$1.1 million
- Managed a staff of 10 full-time and 70 part-time employees
- · Initiated all promotional, advertising and sales efforts

Merck & Co., Inc., West Point, PA

August

1994 - March 1995

Lab Services Program Coordinator

Managed the plans and execution for the relocation of various departments.

- · Reformatted and revised the Merck Research Laboratories Safety Manual
- · Supervised union members in the completion of department objectives
- · Coordinated and scripted safety video productions

Lake Arthur H. S., Lake Arthur, LA

August

1992 - June 1994

School Teacher; Teach For America - French - Grades 7-12

- · Taught in an under-resourced rural high school
- · Chosen Jefferson Davis Parish Coordinator for Teach For America
- Appointed Foreign Language Chair prepared & presented a comprehensive plan for successful State evaluation
- Coordinated numerous extra-curricular activities

EDUCATION

Trinity College, Washington, DC

Master of Science in Educational Administration, May 2000 GPA - 3.97/4.0

University of Delaware, Newark, DE

Bachelor of Arts - American History, Minor - Political Science

GPA 3.0/4.0 Major GPA 3.4/4.0 Graduation Date - 1992

References Available Upon Request

May 31, 2000

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I will abide by the policies set forth by the KIPP DC charter application, District laws and federal laws in my service on the Board.

Signature

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Print Aonte: 1.

Leigh Anne Fraley

7

June 1, 2000

Executive Bio - Jason M. Ettinger

Mr. Ettinger is a co-founder and President of Global Networking Solutions, LLC (GNS), a high tech consulting and integration firm focused on network management. As President of GNS, Mr. Ettinger is responsible for the strategic development of the company, its business model, and market positioning. He has over 12 years of experience in the networking industry. Prior to founding GNS, Mr. Ettinger held consulting and managerial positions at Booz, Allen & Hamilton, Inc., USConnect, Inc., and IBM. He earned a Bachelor of Science in Electrical Engineering (BSEE) from Duke University and a Master of Science in Electrical Engineering (MSEE) from Johns Hopkins University.

PRIOR EXPERIENCE:

12/94 – USConnect Washington/Baltimore, McLean, Virginia
6/96 Operations Manager, Consulting & Systems Integration

Primarily responsible for new business development, overall program management of key accounts, operations/staff management, and high-level network consulting. Successfully led the sales/proposal effort for the design, implementation, and management of a 200+ nationwide frame relay network for a major managed healthcare/hospitality client. This was USConnect's largest commercial consulting and systems integration win worth over \$1.2 million. Managed staff of eight senior network consultants and two project managers. Responsible for P&L of business unit and development and marketing of network professional services.

9/94 – BOOZ•ALLEN & HAMILTON, McLean, Virginia
12/94 Associate, Telecommunications Systems Practice

Responsible for project and staff management, proposal development, and delivery of professional services. Managed network planning, design, and engineering projects for the Department of Treasury, General Services Administration (GSA), and Department of Education. Developed core consulting team focused on network management. Provided network planning and management input on major, cross-practice proposal efforts for both commercial and Federal clients.

10/89 - BOOZ•ALLEN & HAMILTON, McLean, Virginia
8/94 Senior Consultant, Telecommunications Systems Practice

Responsible for project management, proposal development, and delivery of professional services. Provided network consulting services on projects for the Department of Treasury, Defense Information Systems Agency, and various international clients. Performed a detailed network analysis, modeling, and design study for the Komercni Bank in the Czech Republic.

EDUCATION:

9/90.—	Johns Hopkins University, Baltimore, Maryland
5/93	Master of Science in Electrical Engineering
9/85 –	Duke University, Durham, North Carolina
5/89	Bachelor of Science in Electrical Engineering

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I promise to serve the best interests of KIPP DC and offer any insight I have through my technical expertise and experience.

I will abide by the policies set forth by the KIPP DC charter application, District laws, and federal laws in my service on the board.

Signature: /

Print Name:

agon N. Ettinger

Date:

PENELOPE ANNE LANTZ

2823 Cortland Place, NW, Washington, DC 20008 (202) 986-2777

EDUCATION

The George Washington University, National Law Center, Washington, DC, Juris Doctor with Honors, May 1993

- -- Recipient of West Publishing Award for Clinical Achievement in Family Law
- -- Honors in Trial Advocacy

The University of Delaware, Newark, DE, Honors Bachelor of Science in Economics, May 1990

- -- Graduated Magna Cum Laude
- -- Senior thesis titled "The Effect of Public Assistance Benefit Levels on Out-of-Wedlock Birth Rates: an Econometric Model"

Bar Certified in the District of Columbia, Maryland, and Pennsylvania

EXPERIENCE

George Washington University Law School, The Jacob Burns Community Legal Clinics, Washington, DC, October, 1998 to present.

Program Director, Health Insurance Counseling Project -- Supervise staff and volunteers in grant funded project to provide advice, information and counseling to elderly District residents on matters related to Medicare, Medicaid and related insurance topics. Develop new programs and procedures for effectively disseminating health care information to the community. Train staff, volunteers, social workers, and other aging service providers on health care topics. Provide advice and information to seniors and care givers both individually and in groups on health care topics. Provide representation to seniors in legal proceedings involving denial of claims or payment of medical bills.

Program Coordinator, Advocates for Older People - Represented elderly clients in a variety of legal matters including probate, guardianships, wills, powers of attorney, advance directives, public benefits, retirement benefits and health insurance issues. Provided advice and counseling to elderly District residents on issues of concern to the elder community. Conducted trainings and workshops for seniors, care givers, social workers and other aging service providers on elder law topics. Surveyed the elder community to determine unmet legal needs. Monitored and reported on grant compliance to the DC Office on Aging.

District of Columbia Bar, Washington, DC, November 1997 to October 1998.

Special Projects Coordinator — Served as the principal staff liaison for special projects and committees appointed by the Board of Governors. Developed and administered operating budgets for special projects and committees. Conducted research for program committees including legal research, surveys and statistical analyses. Developed, implemented and monitored rules and procedures for handling compliance issues with the Mandatory Course for New Admittees. Drafted annual report to the Court of Appeals on the New Admittees Course.

Moss, Strickler & Sachitano, P.A., Bethesda, MD, November 1995 to November 1997.

Associate - Represented clients in civil and domestic relations matters including torts, contractual disputes, divorce, custody, child support, guardianships, and domestic violence in Maryland and the District of Columbia. Managed individual case load and assisted in all aspects of settlement negotiations and litigation including drafting agreements, discovery and court documents; taking and defending depositions; handling settlement negotiations and mediations; and arguing cases at trials and hearings. Mentored pro bono attorneys in conjunction with Montgomery County Bar program.

District of Columbia Office of the Corporation Counsel, Family Services Division, Washington, DC, July 1994 to November 1995.

Trial Attorney -- Represented the District of Columbia and custodial parents in child support cases. Appeared in court on cases involving paternity adjudication, establishment and modification of support orders, asset discovery, and enforcement. Managed all aspects of litigation and the attorney-client relationship including: discovery, researching and writing pleadings, negotiating settlements, and arguing cases at trial.

Wilmer, Cutler & Pickering, Washington, DC, December 1993 to May 1994.

Contract Attorney — Worked on complex litigation project and discovery matter. Created a data base to archive, store and retrieve hundreds of thousands of documents. Responsible for training others.

Department of Justice, Washington, DC, May 1991 to August 1992.

Executive Office for United States Attorneys, Financial Litigation Staff and Office of the Deputy Attorney General, Executive Office for Asset Forfeiture Law Clerk -- Prepared advice memoranda on policies for the collection of debts. Wrote articles on bankruptcy and debt collection published and distributed throughout U.S. government agencies. Coordinated an attorney sharing program to allow IRS attorneys to prosecute money laundering cases.

ACTIVITIES AND INTERESTS

University of Maryland Flagship Channel, Senior Cable News - Appeared in televised broadcast on insuring the elderly to provide advice and information on Medicare and related topics.

Health Care Financing Administration, Special Outreach Project - Received special funding to produce a Medicare video for use in outreach to deaf and hard of hearing senior population.

The Bar Association of Montgomery County, Pro Bono Project - Wrote family law training manual for use by pro bono attorneys.

District of Columbia Bar Family Law Representation Committee - Committee Member.

District of Columbia Bar, Public Service Activities Corporation, Pro Se Plus Divorce Clinic - Teach three hour CLE accredited workshop to train new volunteers and provide training and advice to clinic participants.

District of Columbia Bar, Public Service Activities Corporation, Advice & Referral Clinic - Volunteer to provide advice and information to individuals with family law matters.

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I will abide by the policies set forth by the KIPP DC charter application, District laws, and federal laws in my service on the board.

Signature

Print Name:

Date: 6/2/00

Valena D. Valentine

4838 Blagden Avenue Washington, D.C. 20011 (202) 291-7406

PROFESSIONAL EXPERIENCE

Teacher	
1992 - Present	

District of Columbia Public Schools, Washington, D.C.

- *Organize and provide instruction in Math, Science, Social Studies, Language Arts and Reading
- *Perform needs assessments to determine immediate objectives
- *Determine methods of teaching and materials needed for completion of objectives
- *Provide technical assistance to the school social worker and counselor
- *Provide workshops and staff development
- *Plan and facilitate field trips

Sales Consultant 1995 - Present

Saks Fifth Avenue, Chevy Chase, MD

- *Prospecting: Cold Calls, Canvassing and Referrals
- *Direct Marketing
- *Maneuver customer service issues
- *Technical assistance to manager

Program Director 1997 - 1998

District of Columbia Public Schools, Washington, D.C.

- *Planned, developed and implemented curriculum for below average students
- *Mainstreamed below average students with average students *Facilitated learning activities; i.e.: recreational reading and writing experiences

Switchboard Operator 1987 - 1990

American Psychiatric Association, Washington, D.C.

- *Facilitated central communications operation *Coordinated incoming/outgoing correspondence
- *Welcomed visitors and guests

EDUCATION

University of the District of Columbia, Washington, D.C.

Bachelor of Science - 1992 Major; Elementary Education Minor; Public Speaking

University of the District of Columbia, Washington, D.C.

Master of Education (24 credits)
Major; Curriculum and Instruction

Valena D. Valentine

4838 Blagden Avenue Washington, D.C. 20011 (202) 291-7406

SKILLS

Apple I and standard office equipment; i.e.: copy machines, faxes,

etc.

COMMUNITY

SERVICE

Teen Life Choices, District of Columbia Reading Council, Senior

Citizen Ministry, "In Touch" Ministry and Private Tutor.

CERTIFICATION/

AWARDS

Intern Mentor Program, Certificate of Merit, Woman of the Year

and Outstanding Service Awards.

To The Members of the DC Charter School Board,

I agree to serve as a Board Member for the KIPP DC Academy which is currently applying for charter school status.

I promise to serve the best interests of KIPP DC and offer any insight I have through technical expertise and experience,

I will abide by the policies set forth by the KIPP DC charter application, District laws, and federal laws in my service on the board.

Signature: Wellen D. Callential

Print Name: Valena D. Valentine

Date: June 2,2000

Maria Elizabeth Kniesler

2901 Connecticut Avenue, Apr. B-1 Washington, DC 20008 (202) 745-1255 mkniesler@doleta.gov

Professional Experience:

August 97 - Present

U.S. Department of Labor - Employment and Training Administration, Washington, DC Policy and Legislation Team Leader

- Provides legislative leadership and support for top Departmental staff including the Secretary and Deputy Secretary through: (1) the drafting of legislative proposals and amendments, analytic and options papers, bill summaries and compensons, testimony, talking points, and background and briefing materials: (2) the development of briefing materials, and briefings, to keep DOL officials current on changing information, adequately briefed for presentations and testimony, and advised on suggested strategies for furthering the Department's proposals; and (3) the coordination of ETA review of legislative clearance items from the Office of the Solicitor.
- Provides policy leadership and support for Departmental executives through the preparation of background papers, options papers, analytical summaries, discussion drafts, talking points, and other information to assist them in developing and/or presenting their policy positions.
- Examines issues and prepares discussion documents on the full array of ETA's programs, including the U.S. Employment Service, Job Corps, School-to-Work and Unemployment Institution.
- Represented the Executive Branch in meetings with Congressional Committee staff during the development of the Workfirmse investment Act.

Sept 98 - Sept 99

U.S. Department of Luber - Employment and Training Administration, Washington, DC Workforce Investment Act Implementation Taskforce Policy Development Team Leader

- Served as Team Leader for interagency policy group charged with approval and clearance of all policy decisions and documents related to the implementation of the Workforce investment Act of 1998 including the amendments to the Wagner-Peyser Act.
- · Served on Departmental Workforce Investment Act Implementation Steering Committee.
- Played leadership role in the development and publication of the Interim Final Regulations.
- · Author of white paper entitled "Implementing the Workforce Investment Art of 1995".
- Provides day-to-day guidance to the Assistant Secretary and Deputy Assistant Secretary on a variety of topics related to the Workforce Investment Act ranging from legal issues to constituency concerns.
- biaintains close relations with staff from the National Economic Council, Domestic Policy
 Council, Office of Management and Budget, Senate Labor and Education Committee, and the
 House Education and the Workforce Committee to provide them with regular briefings and
 respond to inquiries.
- Leads discussions with other Federal agency parmers, such as the Department of Education and the Department of Health and Human Services, on issues such as performance secountability, One-Stop, and unified planning.
- Conducts workshops, informational drieflags, and training sessions on the Workforce
 Investment Act and the Department's implementation efforts for a wide variety of audiences
 such as ICESA and the National Association of Manufacturers.
- Served as interim Team Leader for WIA Performance Accountability Team; including the
 coordination of negotiation of performance levels for the early implementing States.

March 96 - August 97

National School-to-Work Office, Washington, DC - Special Assistant to the Director

- Served as principal advisor to the U.S. Departments of Labor and Education on budget and
 policy issues relating to the School-to-Work Opportunities Act of 1994, including servers and
 other flexibility issues.
- Directed and implemented the planning, execution and estimatistical of annual appropriations, with a cumulative total of over \$1 billion.
- Managed the risk management and oversight strategy for the initiative involving over 200 grant recipients.
- · Provided technical assistance to states and leculities on a mystid of industranging from

workforce development system-building to financial management.

- · Lead cross Departmental workgroup focusing on joint administration issues.
- Served as liaison with the Office of Inspector General, Office of Management and Budget and Congressional Staff.
- Conducted workshops for verious national organizations such as the U. S. Chamber of Commerce.
- Participated in American Youth Policy Forum study mission to Western Europe in November 1996.

August 94 - March 96

National School-to-Work Office, Washington, DC - Grants and Policy Team Leader

- · Supervised staff responsible for the management of six discretionary grant programs.
- Responsible for design and oversight of all aspects of the grant making process including publication of Notice of Proposed Selection Criteria, bidders conferences, peer reviews, and final award recommendations.
- · Presented grant and policy interpretation issues and decisions to key Departmental staff.

May 91 - August 94

U.S. Department of Labor - Employment and Training Administration, Philadelphia, PA Manpower Development Specialist

- Coordinated the Secretarias Commission on Achieving Meccasery Skills (SCANS) initiative in a six state region, presenting to over 80 state and local audiences.
- · Served as liaison to the Labor Market Information Directors in the Mid-Atlantic states.
- Acted as Federal Representative on the Advisory Board of "Choices" a drop-out prevention program housed in Philadelphia's Martin Luther King High School, and saught the employability skills portion of the curriculum on a weekly basis.
- Completed special projects such as research, speech writing, and internal organizational design for the Regional Administrator during a year-long detail to his office.

Education:

May 1996

University of Pennsylvania, Philadelphia, PA - Master of Government Administration G.P.A. 3.5 - Included coursework in Public Finance, Strategic Management, Budgeting, Economic Analysis and Administrative Law. Obtained degree while working full-time.

May 1991

Saint Joseph's University, Philadolphia, PA - Bachelor of Arts in International Relations G.P.A. 3.5 - Dean's List, Miner in Economics, Residence Hall President, Chairperson of Saint Joseph's College Republicans. Worked 20 hours a week at Haws and Burke Attorneys at Law. Summer internships in the Washington D.C. Office of Congressman Christopher H. Smith and with the State of New Jersey Division of International Trade.

Spring 1990

Regent's College, London, England - Semester Abroad

G.P.A. 3.8 Included coursework in European Economics and Politics.

Other Skills:

Proficient in WordPerfect, Word, QuattroPro, Lotus 1-2-3, Paradox, PowerPoint, Presentations and Windows 95. Expertise in quantitative data displays, meeting facilitation, and contegic planning.

Awards and Honors:

Omicron Delta Epsilon - International Ponnomics Honor Society - Member

Pi Sigma Alpha - National Political Science Honor Seciety - Member

Secretary of Labor's "Bravo" Performance Award - December 1995

- U.S. Department of Labor Employment and Training Administration's Reinvention Award 1994 and 1995
- U.S. Department of Labor Employment and Training Administration's Outstanding Performance Award 1991 1998
- U.S. Department of Labor Employment and Training Administration Special Act Award WIA Legislative Team 1998
- U.S. Department of Labor Employment and Training Administration Special Act Award WIA Implementation 1999

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I will abide by the policies set forth by the KIPP DC charter application, District laws, and federal laws in my service on the board.

Signature: Mana & Comeste

Print Name: Maria E. Knieslen

Date:

June 8,2000

MICHAEL H. BERMAN

3609 38th Street, N.W., #210 Washington, DC 20016 (202) 363-5912 mharryb@pipeline.com

EDUCATION

M.Eng., Civil Engineering, Environmental Program, Cornell University, Ithaca, New York, 1998 B.S., Chemical Engineering, Bucknell University, Lewisburg, Pennsylvania, 1993

REGISTRATIONS/CERTIFICATIONS

Engineer in Training certification in 1993 (Professional Engineer application pending)
Certified Hazardous Materials Manager, Senior Level
OSHA 40-Hour certified for Hazardous Waste Operations/Emergency Response

QUALIFICATIONS

Mr. Berman is a chemical/environmental engineer with seven years of management and technical experience in the areas of litigation support, environmental compliance, site remediation, and environmental engineering design. He has been managing environmental projects at consulting firms for the past five years. These projects have involved internal and external technical staff, attorneys, accountants, fieldwork contractors, laboratory technicians, plant personnel, as well as regulators and government agency representatives. Mr. Berman's general project experience has included:

Litigation Support

- Managing projects to compile comprehensive summaries of historic and expected future environmental liability costs for private-sector clients involved in insurance cost recovery cases.
- · Providing support to corporate attorneys involved in environmental litigation

Environmental Compliance

- Managing environmental compliance and site remediation projects for private-party clients
- Conducting assessments of domestic and foreign industrial facilities for private-party clients, attorneys, and financial institutions to determine compliance with environmental regulations
- Assisting private-party and municipal government clients to comply with OSHA regulations

Environmental Remediation

- Preparing technical reports on the cost and performance issues for conventional and innovative remedial technologies
- Conducting investigations to evaluate the nature and extent of non-aqueous phase and dissolved contamination in groundwater at various private-party sites
- Collecting and evaluating chemical and hydrogeologic data to prepare site assessments

Engineering Design

- Evaluating and designing groundwater remediation systems
- Evaluating and designing storm water and wastewater treatment systems

RELEVANT EXPERIENCE

Litigation Support

Various Confidential Private-Party Clients—Project Manager and Environmental Engineer. I managed a technical staff of up to twenty people in several different offices to prepare reports and otherwise support settlement negotiations with major insurance carriers. Work involved the evaluation of historic and current environmental data obtained through site inspections, file reviews, and interviews to develop remedial approaches for client-owned industrial sites. Remedial approaches were based on actual and perceived damage to off-site receptors and third parties, as well as an understanding of the prevailing environmental regulatory drivers at the site. A present value cost for the prescribed remedial approach was developed for each site.

CERCLA Litigation, NY -- Project Engineer. Investigated, modeled and predicted the fate and transport of volatile organic solvents in the groundwater. Included an analysis of natural attenuation factors (biodegradation, dissolution, and volatilization). Evaluated the conceptual design of a remediation system for the site incorporating groundwater pump and treat and soil vapor extraction. Worked closely with the project attorneys to prepare litigation strategy and expert witness testimony.

RCRA Site Remediation Litigation, Manufacturing Facility, NY -- Project Engineer. Investigated the nature and extent of subsurface trichloroethene contamination and the historical records of a degreasing operation to suggest a past owner's culpability for the site remediation costs.

PRP Cleanup Cost Allocation, Municipal Landfill, NJ — Project Engineer. Worked with attorneys to prepare a report of potentially responsible parties based on historical waste disposal records. Also prepared a report that proposed a method to calculate the portion of the overall cleanup cost to be assigned to each party.

Environmental Compliance

Bulk Fueling Facility, NY — Project Engineer and then Project Manager for a State mandated corrective action of the site. The corrective action involved: upgrade of the site storm water collection and treatment system, and the investigation and remediation of free phase and dissolved petroleum in the subsurface. This project earned approximately \$500 thousand for the firm under my management.

Soda Ash Manufacturer, France — Project Engineer. Completed a buyer's environmental due diligence investigation of the manufacturing facilities. Evaluated the plant's chloride wastewater treatment process and waste minimization practices in relation to pending environmental regulations.

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Signature:

Muslef A. Berman
Michael H. Berman

Date:

KHALA JOHNSON

114 W Street N.W. Washington, D.C. 20001 (202) 667-5870

EDUCATION

University of Georgia School of Law, Athens, Georgia

J.D., May 1998

Activities:

• Equal Justice Foundation, Community Chair Chairperson

• Black Law Students Association, Newsletter Editor

University of Georgia, Athens, Georgia

B. Mus., June 1995

GPA 3.4

Activities:

Student Advisory Board to Dean of Student Affairs

African-American Studies Newsletter Editor

UGA School of Music Orchestra

Honors:

• Dean's List

National Honor Society

Delta Sigma Theta Scholar's AwardIda B. Moore Scholarship Recipient

TEACHING EXPERIENCE

Teach for America, Washington, D.C.

Fourth Grade Teacher at Hendley Elementary School, August 1999 - present

- Assisted in organizing a book drive which resulted in over 500 books being donated to my classroom.
- Connected my school with Turning the Page organization. The purpose of the organization is to encourage parental participation in schools by organizing read alouds, free book giveaways to students, and free dinners for parents.

LEGAL EXPERIENCE

Public Defender's Office, Atlanta, Georgia

Criminal Defense Intern, June 1998 - June 1999

- Conducted interviews of defendants and witnesses.
- Prepared response briefs to motions.
- Appeared in court for arraignments, bench trials, motion hearings, and jury trials.

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Signature: Klala Jahnson

Print Name:

Khala Jahnson

Date:

June 26, 2000.

MICHAEL HARRIS FEINBERG

OBJECTIVE

To create a college preparatory framework for public schools which can be replicated wherever there is a need to increase the number of students matriculating to college.

EDUCATION

THE COLLEGE OF ARTS AND SCIENCES, UNIVERSITY OF PENNSYLVANIA

Graduated with a Bachelor of Arts Degree in International Relations, December 1991.

TEACH FOR AMERICA

Successfully completed the 1992 Summer Institute and was placed as an Elementary Bilingual teacher in Houston ISD. Passed the necessary coursework to receive a Texas Teaching Certificate in Bilingual Education.

WORK EXPERIENCE

KIPP FOUNDATION, Houston TX and San Francisco, CA - May, 2000 - Present

Serve as the Chief Executive Officer of the Foundation, which oversees the Fisher Fellowship for School Leadership as well as The KIPP School Network. Both of these organizations' mission is to train and support educators to plan, open, and run their own public school based on the operating principles of KIPP Academy.

KIPP ACADEMY CHARTER SCHOOL, Houston, TX, September, 1998 - June, 2000

Co-founded, taught, and served as School Director of KIPP Academy. During the 1998-1999 academic year, the school made the transition from a Houston ISD campus to a State Open-Enrollment Charter School. KIPP is an academically rigorous, college preparatory public school that begins working proactively with its students as they enter the fifth grade. KIPP's mission is to prepare the students with the academic, intellectual, and character skills that are necessary for success in high school, college, and the competitive world beyond. Since the first year in 1995, KIPP has been named an Exemplary School by Texas Education Agency. The school has been featured in the Houston Chronicle, Houston Post, Houston Press, New York Times, Washington Times, Pennsylvania Gazette, New Republic, APQC's Education in Practice, Christian Science Monitor, Texas Monthly, USA Today Weekend Magazine, Philanthropy, CBS 60 Minutes, ABC World News Tonight, KTRK-TV (ABC), KHOU-TV (NBC), KTRH Radio, and KSEV Radio.

KIPP ACADEMY, Houston ISD, Houston, TX, September, 1994 - July, 1998

Co-Founded, taught, and served as School Director as KIPP grew from a 5th grade program to a 5th - 8th grade campus.

TEACH FOR AMERICA, Houston, TX and Los Angeles, CA, Summers of 1993 and 1995

Worked at the Summer Institute helping to train and prepare the new corps members for their fall placements in schools around the country. Trained the new corps members in the classroom as a Corps Member Advisor in 1993, and supervised the Summer Institute faculty as a Faculty Director in 1995.

GARCIA ELEMENTARY SCHOOL, Houston ISD, Houston, TX, September, 1992 - July, 1994

Certified K-6 Bilingual Teacher. Taught 5th grade Bilingual class for two years, and served as Grade-Level Chairperson the second year. Implemented the school's first after-school program and Winter Holiday Program.

SENATOR PAUL SIMON, Washington, D.C., January, 1992 - June, 1992

Interned in the Senator's Washington office. Primary duties included aiding the Legislative Assistant and Legislative Correspondent in Foreign Relations and Defense.

HONORS AND AWARDS

The Heritage Foundation's Salvatori Prize for American Citizenship, 1999

Center For Renewal's Social Entrepreneur Recognition, 1998

The Gulfton Area Neighborhood Organization (GANO) Seed of Freedom Award, 1997

Thomas Jefferson Award for Public Service, Houston Metropolitan Area, 1995

Houston Chronicle and Dillard's Crystal Award for Outstanding Teaching, 1995

BYLAWS

OF

KIPP DC/KEY Academy

Revised: 10/30/2000

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KIPP DC/KEY Academy

BYLAWS

ARTICLE I MEMBER

- Section 1.1. <u>Membership</u>. The sole Member of the Corporation shall be KIPP America, Inc. The Member shall exercise its right with respect to the Corporation through the sole Member's board of directors.
- Section 1.2. <u>Dissolution of Member</u>. In the event the Member dissolves or its corporate existence otherwise ceases, the Member shall no longer continue as the Member of the Corporation.
- Section 1.3. <u>Meetings</u>. A meeting of the Member shall be held annually in the month of January of each year at a place and time fixed from time to time by the Member. Special meetings of the Member, for any purpose or purposes, may be called by the Member.
- Section 1.4. <u>Notice of Meetings</u>. Written notice of the place, date and hour of any meeting shall be given to each member of the board of directors of the Member by personal delivery, facsimilie or by first class mail, electronic mail, postage pre-paid, not less then 10 nor more than 60 days before the date of the meeting. Notice of special meetings shall indicate the purpose for which they are called and the person or persons calling the meeting. A member of the board of directors of the Member may, before or after the meeting, submit a signed waiver of notice in person or by proxy. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Member need to be specified in any written waiver or notice. The attendance of any member of the board of directors of the Member at a meeting in person or by proxy, without protesting lack of notice prior to the conclusion of the meeting, shall be deemed to have waived notice.
- Section 1.5. Quorum. At any meeting of the Member, one-third of the total number of members of the board of directors of the Member shall constitute a quorum for the transaction of business. The members of the board of directors of the Member present may adjourn the meeting despite the absence of a quorum.
- Section 1.6. <u>Removal of Directors</u>. Any Director of the Corporation may be removed at any time with our without cause by the Member.
- Section 1.7. Action by the Member. Except as otherwise required by law, an act authorized by a majority of the votes cast at a meeting having a quorum shall be the act of the Member. Action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the members of the board of directors of the Member entitled to vote thereon.
- Section 1.8. <u>Dissolution of Member</u>. At such time as the Member is no longer in existence, by reason of dissolution or other cessation of corporate existence, the Board of Directors of the Corporation shall succeed to all the powers of the Member under the Certificate of Incorporation of the Corporation and these Bylaws.

ARTICLE II BOARD OF DIRECTORS

- Section 2.1. <u>Powers</u>. The business, affairs and property of the Corporation shall be managed and controlled by the Board of Directors, and all corporate powers shall be vested in and exercised by the Board, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws.
- Section 2.2. <u>Number</u>. The number of Directors constituting the entire Board of Directors after the first annual meeting of the Member, which shall not be less than one, shall be fixed from time to time by resolution adopted by a majority of the Directors then in office.
- Section 2.3. <u>Election and Term of Office</u>. The initial Directors shall be the persons named in the Certificate of Incorporation who shall serve until the first annual meeting of the Board of Directors. Thereafter, directors shall be elected by a majority vote of the Directors then in office. They shall hold office for terms of two years with a maximum of three terms and until their successors are elected and qualified, or until their earlier death, resignation or removal. After the three-term maximum has been filled, Directors must wait one year prior to being elected for additional service.
- Section 2.4. Removal. Any or all of the Directors may be removed with or without cause by the Member, or for cause by a majority vote of the entire Board at any special meeting of the Board called for that purpose.
- Section 2.5. <u>Resignation</u>. Any Director may resign at any time by delivering written notice of his or her resignation to the Secretary or President of the Corporation. Such resignation shall become effective upon receipt thereof by the Secretary or President but the acceptance of such resignation shall not be necessary to make it effective.
- Section 2.6. <u>Vacancies</u>. Any newly created directorships and any vacancies of the Board of Directors, arising at any time and from any cause, may be filled at any meeting of the Board of Directors by a majority of the Directors regardless of their number. Directors so elected shall serve until the next annual meeting and until his or her successor is elected and qualified.
- Section 2.7. <u>Meetings</u>. The annual meeting of the Board shall be held in the month of June in each year, immediately following the annual meeting of the Member, at a date, time and place fixed by the Board, for the election of officers and Directors and for the transaction of such business as may properly come before the meeting. Regular meetings of the Directors may be held at such time and place as shall from time to time be determined by the Board. Special meetings may be called at any time by the President or by the Secretary upon written request of one-third of all of the voting Directors.
- Section 2.8. <u>Notice of Meetings</u>. Notice of the time and place of each regular, special or annual meeting of the Board, and, to the extent possible a written agenda stating all matters upon which action is proposed to be taken shall be mailed to each Director, by personal delivery, electronic mail, facsimile, or regular mail, postage prepaid, at least three (3) days before the day on which the meeting is to be held; provided however, that notice of special meetings to discuss matters requiring prompt action may be given to him or her by telephone, confirmed in writing by facsimile, electronic mail, personal or overnight delivery, no less than 24 hours before the time at which such

meeting is to be held. Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him or her. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

- Section 2.9. Quorum and Voting. Except as otherwise provided by law, a majority of the entire Board, shall constitute a quorum for the transaction of business or of any specified item of business. Except as otherwise provided by law or these Bylaws, the vote of a majority of the Board of Directors present at the time of a vote, if a quorum is present, at such time shall be the act of the Board.
- Section 2.10. Action by the Board. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or committee consent in writing to the adoption of a resolution authorizing the action. Such resolution and written consent shall be filed with minutes of the proceedings of the Board or committee. To the extent permitted by law, any one or more members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such shall constitute presence in person at a meeting.
- Section 2.11. Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other standing committees, each consisting of one or more directors. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The President shall appoint the Chairperson of each committee. To the extent permitted by law, any one or more members of such committee may participate in a meeting of the committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting. Committee members shall maintain minutes of each meeting and shall file copies of the minutes with the corporate records. Such committees shall have all the powers delegated by the Board except that no committee shall have the power (a) to change the membership of, or to fill vacancies in, any committee of the Board, or (b) to fix the compensation of directors for serving on the Board or any committee of the Board, or (c) to amend or repeal these Bylaws, or the Certificate of Incorporation, or adopt any new Bylaws, or (d) to adopt an agreement of merger or consolidation, or (e) to recommend the sale, lease, or exchange of all or substantially all of the Corporation's assets and property to the membership, or (f) to exercise other powers specifically denied the committee by resolution of the Board of Directors or by law. Each committee and each member of each committee shall serve at the pleasure of the Board of Directors.

ARTICLE III OFFICERS

Section 3.1. Number. The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, and such other officers, if any, as the Board of Directors may from time to time appoint. Any two or more offices may be held by the same person.

- Section 3.2. <u>Election and Term.</u> All officers other than the President shall be elected by the directors at their annual meeting and shall hold office for the term of two years except that the President shall be elected by the Member at its annual meeting and shall hold office for a term of two years. Each officer shall continue in office until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.
- Section 3.3. Resignation and Removal. An officer may resign by giving written notice of his or her resignation to the President or Secretary. The President may be removed, with or without cause, by the Member. A vacancy in the office of President shall be filled for the unexpired term by the Member. Any other officer may be removed, with or without cause, by a majority vote of the Board of Directors. A vacancy in any of such remaining offices shall be filled for the unexpired term by a majority vote of the Board.
- Section 3.4. <u>Employees and Other Agents</u>. The Board of Directors may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall hold office during the pleasure of the Board, and shall have such authority, perform such duties and receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.
- Section 3.5. President. The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the Board of Directors, and shall have general charge and supervision of the administration of the affairs and business of the Corporation. He or she shall have the power to sign alone in the name of the Corporation all contracts authorized either generally or specifically by the Board of Directors, to execute and deliver other documents and instruments and to sign checks, drafts, notes and orders for the payment of money. The President shall also have such other powers and perform such other duties as the Board of Directors may from time to time prescribe.
- Section 3.6. <u>Vice President</u>. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President may have such powers and perform such duties as may be delegated thereunto by the President or prescribed by the Board of Directors.
- Secretary. The Secretary shall be responsible for the maintenance of an accurate record of all the minutes of all meetings of the Board of Directors and of any committees of which a secretary shall not have been appointed by the Board in books to be kept for that purpose; serve or cause to be served all notices of the Corporation; be custodian of the records (other than financial); and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board. In the event of absence or disability of the Secretary during such absence or disability.
- Section 3.8. Treasurer. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. The Treasurer shall keep proper books of accounts and other books showing at all times the amount of the funds and other property of the Corporation, all of which books shall be open at all times to the inspection of the Board of Directors. The Treasurer shall submit a report of the accounts and financial condition of the Corporation at

each annual meeting. He or she shall perform all duties incident to the office of Treasurer, and such other duties as shall form time to time be assigned by the Board. If required by the Board, the Treasurer shall give such security for the faithful performance of his or duties as the Board may require.

ARTICLE IV MISCELLANEOUS

- Section 4.1. Checks, Notes and Contracts. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Corporation. One officer shall sign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount up to, and including, \$7,500.00. Two officers shall cosign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount over \$7,500.00.
- Section 4.2. <u>Investments</u>. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board of Directors may deem desirable.
- Section 4.3. Office. The office of the Corporation shall be located at such place as the Board of Directors may from time to time determine.
- Section 4.4. <u>Books</u>. There shall be kept at the office of the Corporation correct books of account of the activities and transactions of the Corporation, including a minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these Bylaws, and all minutes of meetings of the Board of Directors.
- Section 4.5. <u>Fiscal Year</u>. The fiscal year of the Corporation shall be or such other period as may be determined by the Board of Directors.
- Section 4.6. <u>Indemnification</u>. The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or intestate was a member, director, officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees.
- Section 4.7. <u>Amendments</u>. These Bylaws may be amended at any meeting of the Board of Directors by a vote of the majority of the entire Board of Directors, or by the Member at any meeting of the Member, except that any amendment which increases the quorum requirement or the proportion of votes necessary for the transaction of business or of any specified item of business must be authorized by a vote of two-thirds of the entire Board or by the Member, as the case may be, and that any amendments to Articles I, II and Sections 3.2 and 3.3 of Article III may only be made by the Member.

ARTICLE V CONFLICTS OF INTEREST

Section 5.1. <u>Purpose</u>. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might

benefit the private interest of an officer or Director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 5.2. Definitions.

- (a) Interested Person. Any Director, principal officer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.
- (b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family --
 - (1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
 - (2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 5.3. <u>Procedures.</u>

- (a) <u>Duty to Disclose</u>. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts relating thereto to the Board of Directors and members of committees with Board-delegated powers considering the proposed transaction or arrangement.
- (b) <u>Determining Whether a Conflict of Interest Exists</u>. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Board of Directors or committee meeting while the financial interest is discussed and voted upon. The remaining Board of Directors or committee members shall decide if a conflict of interest exists.
- (c) <u>Procedures for Addressing the Conflict of Interest.</u>
 - (1) An interested person may make a presentation at the Board of Directors or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

- (2) The Chairman of the Board or chairman of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (3) After exercising due diligence, the Board of Directors or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) <u>Violations of the Conflicts of Interest Policy</u>.

- (1) If the Board of Directors or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board of Directors or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- Section 5.4. <u>Records of Proceedings.</u> The minutes of the Board of Directors and all committees with Board-delegated powers shall contain --
 - (a) Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' or committee's decision as to whether a conflict of interest in fact existed.
 - (b) <u>Names of Persons Present</u>. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.
- Section 5.5. <u>Compensation Committees</u>. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly,

from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

- Section 5.6. <u>Annual Statements</u>. Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person --
 - (a) Receipt. Has received a copy of the conflicts of interest policy.
 - (b) Read and Understands. Has read and understands the policy.
 - (c) Agrees to Comply. Has agreed to comply with the policy.
 - (d) <u>Tax Exemption</u>. Understands that the Corporation is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- Section 5.7. <u>Periodic Reviews</u>. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation may conduct periodic reviews.

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APPENDIX 4 - Fisher Fellowship and The KIPP School Network



The KIPP Network of Schools Is made up of a growing number of schools where educationally disadvantaged students develop the knowledge, skills, and character needed to succeed in top-quality high schools and colleges and the competitive world beyond.

Five basic principles form the Pillars responsible for the success of students in KIPP Network Schools:

- High Expectations. KIPP Network Schools have explicitly defined and observable high expectations for academic achievement and conduct that make no excuses based on the background of students. Students, parents, teachers, and staff create and re-enforce a culture of achievement and support through a range of formal and informal rewards and consequences for academic performance and behavior.
- Choice & Commitment. Students, their parents, and the faculty of a KIPP Network School have made a
 choice to be at the school. No one is assigned or forced to attend these schools. Everyone must make and
 uphold a commitment to the school and to each other to put in the time and effort required to achieve
 success.
- 3. More Time. KIPP Network schools know that there are no shortcuts when it comes to helping educationally disadvantaged students succeed academically. A longer school day, a longer school year, and summer school mean more time for students in KIPP Network Schools to acquire the academic knowledge and skills, as well as broad extracurricular experiences that will prepare them for competitive high schools and colleges.
- 4. Power to Lead. The principals of KIPP Network Schools are effective academic and organizational leaders who understand that there are no great schools without great school leaders. They have control over their school budget and personnel, allowing them to swiftly move dollars or make staffing changes to be more effective in helping students learn.
 - 5. Focus on Results. KIPP Network Schools are focused unrelentingly on results; student performance on tests and other objective measures that substantially outpace district averages; results that don't invite excuses based on demographics; and achievement that enables students to compete at the nation's best high schools and colleges.

The KIPP Network of Schools is an alliance of existing schools that share a common belief in, and employ these Five Pillars as the foundation of their success. Members of the KIPP Network of Schools receive technical and financial assistance, and through their association are able to leverage resources and have a larger influence on nationwide education reform. Network schools also participate by training aspiring school leaders as part of the Fisher School Leadership Program. These high-performing schools with iow-income populations provide perfect environments for Fisher Fellows to serve as "residents" and attain hands-on experience in preparation for establishing their own schools.

It is no secret in the world of business that leadership is key to an organization's success. This is as true for schools as it is for Fortune 500 companies. KIPP is unique in its commitment to training a new corps of school leaders and assisting them in creating new public schools that build on the success of Network schools. Through the Fisher Fellowship, school founders take part in a summer institute at the Haas School of Business at U.C. Berkeley and spend four month long residencies in KIPP Network Schools. The Network then provides start-up assistance to the Fellows as they create and lead their own KIPP Network Schools.

The KIPP organization began in 2000 as a unique partnership between Doris and Donald Fisher, founders of the Gap, Inc., and Michael Feinberg and David Levin, the founders of the nationally acclaimed KIPP Academies in Houston and New York. This partnership has grown into a team of former school leaders, teachers, business people, and government officials who are committed to improving the lives of thousands of students by demonstrating on a large scale what public education can accomplish when schools are run by well-trained, effective leaders, organized around the principles of success as outlined in the Five Pillars and supported in their efforts in every possible way.



FISHER SCHOOL LEADERSHIP PROGRAM

Program Objective

To provide Fisher Fellows with the school leadership and management training they will need to successfully start and manage highly effective public schools for educationally disadvantaged youth.

Why We Believe in Leadership Training

Schools require strong, capable leaders to be effective. Few educators have had the opportunity to carefully develop the leadership skills they need to start and manage effective schools.

How the Program Works

The leadership program is a one-year, three-part program that includes:

- ١. The Leadership Institute is an intensive summer training course affiliated with the Haas School of Business at the University of California, Berkeley. It encompasses the essentials of general management training as well as specific coursework necessary for school and instructional leadership. Each element covered by the Institute corresponds to a key aspect of leadership and management that the Fellows will face when starting their own schools. Haas business professors direct more than half of the coursework. Topics covered include: organizational behavior, finance and accounting, leadership training, project management systems, motivation and socialization, negotiations, hiring and retention of employees, media training, and personality-type training. The general management coursework is tailored to the Fellow audience to ensure its relevance to the start-up school setting. The remaining coursework, focusing specifically on charter school and instructional leadership is taught by a variety of school experts ranging from well-known education historian Diane Ravitch, to charter experts Paul Hill and Chester Finn. Educational leadership elements include observations of various successful school leaders in action with students and teachers, instruction on creating a school vision, curriculum, establishing classroom and student work norms for a new school, accountability, and testing. Study and discussion of real charter school start-up cases is also part of this training. The Institute's instructional setting is dynamic, with most of the classes including case discussion and/or role-play situations. Fellows are expected to prepare readings for most classes and to come to class ready to participate actively. Near the close of the Institute, all Fellows are required to present an operations plan for their new school. Coursework and assignments along the way help Fellows prepare this document.
 - The Residency immerses Fellows in the culture and activities of two KIPP Network schools in order to prepare them to start and lead their own KIPP-inspired schools. Throughout the fall months, Fellows rotate through each of the key school roles, learning by assisting the school principal, teachers, office managers, fund-raising directors, counselors, and other staff. In each role, they are given as much responsibility as possible in order to help them understand that role's function and the type of leadership it requires. Fellows serve as residents in two different KIPP Network schools over the course of four months to broaden their perspective on models that work. The residency experience is further enhanced by two conferences that bring the Fellows together to focus on specific operational and leadership issues that will impact the success of their schools. An important goal of this residency is for Fellows to learn to internalize the broad perspective of the school leader, while deeply understanding how to build a successful KIPP Network school.
- On-site School Preparation is the critical six-month period when Fellows go on-site to establish their schools. From January through June, Fellows prepare for their school openings by: hiring teachers and vendors, building community support, writing curriculum, planning lessons, recruiting students, and preparing their facilities. The KIPP Network of Schools will continue to provide extensive support during this time.

Commitment to the Leadership Program and KIPP

Fellows are expected to participate actively and prepare all assignments required during the Leadership Institute. During the Institute, Residency, and On-Site School Preparation, Fellows will be expected to successfully write necessary charter proposals and perform all planning and start-up duties to open their schools by July. Failure to meet these expectations may result in a Fellow's dismissal from the program. As members of the KIPP Network of Schools, these schools will be expected to employ the principles of success that form the Five Pillars of the Network. Once established, they will be expected to welcome new Fellows to experience residencies in their schools. They will pay an annual membership fee of \$2,500, and undergo a formal review by the Network once every four years.

Program Benefits

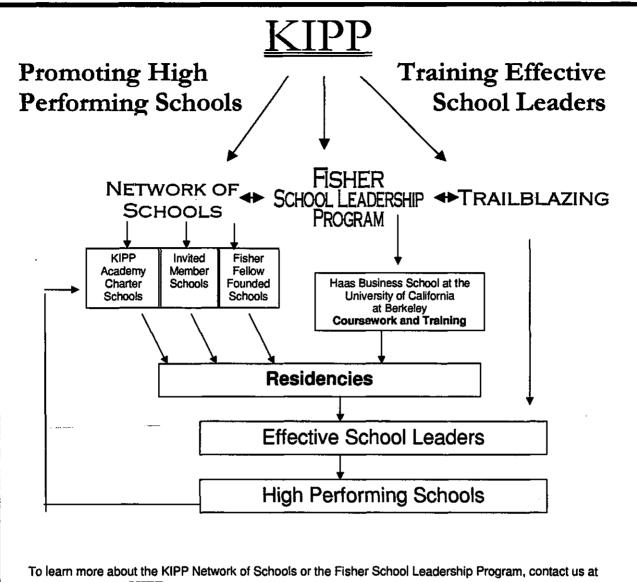
\$45,000 annual stipend

*Housing during the Institute and Residency

- *Travel to and from the Institute and the Residency
- *Health benefits

New schools opened by Fellows will qualify for ongoing technical assistance from the Network. After two years of operation, they will be formally reviewed to qualify for full membership. When granted full membership status, Fellows receive an unrestricted, \$100,000.00 grant for their schools and up to a \$50,000.00 personal award for successful leadership of their schools.

Program Timeline		
Summer Institute	July-August	
Residency	September -December	
On-site Preparation	January to June	
Schools Open	July	



One Maritime Plaza - Suite 1470 San Francisco, California 94111

415-399-1556 voice 415-433-7476 fax www.KippFoundation.org

KIPP

NETWORK OF SCHOOLS

The Acceptance Process will include:

An informal visit to your school by KIPP Network staff.
Submission of application
Review of application and accompanying materials
A formal visit to your school by an expert team from the KIPP Network of Schools
Agreements / Contracts / Formalities
Formal notification and celebration

Roles and Responsibilities of Partnership:

The Network will provide:

- Financial support for the school in the amount of \$90,000.00
- An all expense paid, annual conference for all member schools
- Access to and technical assistance in the areas of philanthropy, political support, development, publicity, recruitment, procurement, special services, professional development and other support as needed.
- Tuition free coursework for school leaders at The Haas School of Business at The University of California at Berkeley
- The opportunity for high performing schools to be part of a national initiative to train future school leaders.
- School leadership award in the amount of \$10,000.00

Member schools will:

- Host Fisher Fellows during eight week residencies, designed to provide the experience and activities which will enable them to effectively open and lead their own schools at the end of the fellowship year.
- Add the surname, A KIPP NETWORK SCHOOL to its ietterhead and all official documents.
- Participate in reviews of school programs and data every four years.
- Pay an annual membership fee.



Guidelines and Incentives for Network Schools founded by Fisher Fellows

From the onset, schools founded by Fisher Fellows will be members of the Network. While Fellows are expected to name their school to reflect their vision and their community, "A KIPP Network School" will follow their school name and will be part of the official title of the school. (Example: Key Academy, A KIPP Network School) We do not expect the school or community to use this full title on a day-to-day basis, but the full title should be on the letterhead of the school, any signage, and should appear in any official documents. The two current Network Schools, KIPP NY and KIPP Houston, will also adopt this "last name" in their title. By incorporating "A KIPP Network School" in the name of all the schools, we are ensuring that the names of the schools reflect our vision for the Network: we are not cloning KIPP Academy, but rather, we are creating a family of schools that share the same culture and operating principles. Hence, we have different first names but we all carry the family name.

As new schools in the Network, the Fellows' schools will be considered Associate Members. Associate Members will receive all of the benefits and privileges as other KIPP Network Schools. Upon instatement as a Full Member, the school and the Fellow will receive the monetary awards. The "Associate" and "Full" designations will only be an internal distinction within the Network; both groups will be "A KIPP Network School." The Network will conduct a formal inspection of each Fellow's school after completion of the school's second year of operation. An expert team selected by the Network will conduct this School Inspection. This team will spend approximately a week at the school, observing and examining all aspects of the school as they relate to the Six Pillars of the KIPP Network of Schools. In addition to the School Inspection, all schools in the Network will receive an annual site visit and will complete the Year-End Summary Form, provided by the Network each summer. The School Inspection will lead to one of three decisions with the following outcomes:

Full Member Status:

The school will receive a one-time \$100,000 award and the Fellow who led the school to Full Membership in the Network will receive a \$25,000 bonus. Upon completion of an additional two years of operation, if the Fellow continues to lead the school and the school remains a Full Member in the Network, the Fellow will receive a second \$25,000 bonus. Full Member Schools will continue to receive a School Inspection once every four years.

Continued Associate Member Status:

The school will continue its membership in the Network with previous benefits and privileges. At the completion of an additional academic year, the school will receive another School Inspection, at which time the school will receive either Full Membership Status or will leave the Network.

Dismissal from the Network

The school will cease to use "A KIPP Network School" completely and will not receive any benefits or have any affiliation with the Network.

Fisher Fellowship and The KIPP School Network

To meet the challenges of the new and promising opportunities in urban education, the leaders of the KIPP Academies and the Fisher Foundation are combining forces to recruit and train a new corps of school leaders and assist them in creating hundreds of highly effective urban schools. This effort will change the lives of thousands of students, bolster the supply of effective alternatives to today's schools, and create a new paradigm for what all urban students can achieve academically—and outline the essential elements of schooling that make it possible.

This will be accomplished through a highly selective and distinguished fellowship program, the Fisher Fellowship. These Fisher Fellows will take part in a year-long Fisher School Leadership Institute, affiliated with a leading business school, that will include coursework and "residencies" in the KIPP Academies and in other charter schools that share KIPP's principles and effectiveness. During their fellowship, Fellows will be preparing to open their own school.

Graduates of the Institute and other charter school founders may apply to receive assistance on all levels from The KIPP School Network, the second component of this initiative. The Network, described later in this document, will offer assistance to selected Fisher Fellows as they prepare to launch their schools—and after their schools are up and running.

FISHER FELLOWS

Fisher Fellows will be ambitious and able people, typically in their mid-twenties to early thirties, who want to *start* their own urban schools. This is not a program for current School Principals, unless they want to leave their schools to start new ones. Fisher Fellows will typically have had some experience in schools, perhaps as TFA corps members or as charter school teachers. They will be smart, possess strong educational backgrounds, and have attributes frequently associated with leadership qualities. They will have demonstrated the ability to relate well to kids and adults in urban areas.

In the early years of the program, Fisher Fellows will be recruited, interviewed, and selected in much the same way prospective job candidates are selected for employment. After several years, however, the process will resemble a selective school admission process. An applicant will be required to submit essays, recommendations, a resume, college transcripts, and perhaps even GMAT results. In both cases, a committee will establish criteria, review applications, observe candidates in their current school position, conduct interviews with finalists, and select the Fellowship recipients.

Those selected as Fisher Fellows will receive as part of the Fellowship:

- Participation in the Fisher School Leadership Institute during a summer.
- Residencies in two of The KIPP School Network with ongoing Institute coursework.
- Membership in an ongoing association of Fisher Fellows.
- Placement assistance—with the Network or with other school leadership opportunities as appropriate.
- A stipend of \$45K per year during the term of the Fellowship.

The objective of a Fisher Fellow is to successfully complete coursework of the Fisher School Leadership Institute, and then to found—and/or assume the leadership of—independent public schools in urban areas.

FISHER SCHOOL LEADERSHIP INSTITUTE

The Fisher School Leader Institute will be a year-long graduate program affiliated with a nationally recognized business school. It will be comprised of a 7-week summer institute followed by one or two semester-long "residencies" in The KIPP School Network (similar to the residencies that are part of medical training). The coursework will include relevant business school courses taught by business school professors, school design courses taught by KIPP founders and others, participation in a teacher training session at one of the KIPP Network Schools, and related speakers and activities. In the future, a significant portion of the coursework may be made available over the Internet.

In the first year the Institute, curriculum will be comprised of existing business school and leadership courses. In the subsequent years, the Institute will customize its own curriculum and will include courses such as:

- Leadership/Managing the High-Performing Organization
- Technology and Operations Management
- · Financial Reporting and Controls
- Marketing
- Human Resource Management

School design courses taught as part of the institute would include:

- Standards & Assessment
- Curriculum
- Use of Time
- Discipline & School Ethos
- Managing Students, Teachers, Parents, and a Board
- Federal and common state laws and regulations pertaining to schools
- First year preparation issues
- Staff recruitment and selection
- Student recruitment
- Fundraising and grant writing
- Facility management

The summer institute will be followed by semester-long residencies in The KIPP School Network. Fisher Fellows will be residents in the schools, working as part-time teachers or teacher assistants, and assisting the school leader. Their main objective during the residency is to observe closely the operation of all parts of the school and see in action the application of the principles they are taught in their coursework. During the residencies, Fisher Fellows will participate in four four-day sessions held in different locations around the country, focused on the specific tasks of opening a new school.

Not all Fisher Fellows will complete the program. The coursework will be demanding, and grading will be rigorous in keeping with the environment we expect the Fellows to create in the schools they run.

Fisher Fellowship Timeline

March	Applications due
April	Award of Fellowships
July/August	Summer Institute
Mid-Institute	Teacher Training at KIPP
September	Residencies begin
December	Residencies conclude

KIPP SCHOOLS NETWORK

The KIPP School Network will be a distinct operation from the Fisher School Leadership Program but will work in concert with it. It will be a growing network of elementary and middle schools, beginning with the KIPP Academies and a few others, that have the following principles in common, known as the five Pillars of The KIPP School Network:

- High Expectations. KIPP Network Schools have explicitly defined and observable high expectations for achievement and conduct that make no excuses based on the background of students. Students, parents, teachers, and staff create and re-enforce a culture of achievement and support through a range of formal and informal rewards and consequences for academic performance and behavior.
- Choice & Commitment. Students, their parents, and the faculty of a KIPP Network School have made a
 choice to be at the school. No one is assigned or forced to attend these schools. Everyone must make and
 uphold a commitment to the school and to each other to put in the time and effort required to achieve
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- 3. More Time. KIPP Network Schools know that there are no shortcuts when it comes to helping educationally disadvantaged students succeed academically. A longer school day, a longer school year, and summer school mean more time for students in KIPP Network Schools to acquire the academic knowledge and skills, as well as broad extracurricular experiences that will prepare them for competitive high schools and colleges.
- 4. **Power to Lead.** The principals of KIPP Network Schools are effective academic and organizational leaders who understand that there are no great schools without great school leaders. They have control over their school budget and personnel, allowing them to swiftly move dollars or make staffing changes to be more effective in helping students learn.
- 5. Focus on Results. KIPP Network Schools are focused unrelentingly on results; student performance on tests and other objective measures that substantially outpace district averages; results that don't invite excuses based on demographics; and achievement that enables students to compete at the nation's best high schools and colleges.

Full members of the KIPP School Network will be eligible for a range of benefits and fee-based services. First among these is access to a loan fund for the purchase and renovation of facilities. Other benefits include: access to a fundraising network and grant-writing assistance; national conferences with like-minded colleagues twice a year; regular feedback from experts affiliated with the Network; access to a web page and electronic network offering lesson plans, best practices and other information from member schools; a teacher and staff recruiting service and candidate pool; and consulting services for addressing problem areas. Each year, The KIPP School Network will recognize top performing members with \$25,000 awards.

Members of the network may also have the benefit of hosting up to three Fisher Fellows as "free" help throughout the year.

Associates of The KIPP School Network will be eligible to receive expert technical assistance in applying for a charter, opening a school, and operational issues, including application writing, curriculum, student enrollment, governance, facilities finance, and budgeting. They will also have access to the teacher and staff recruiting service and pool, and they will have limited access to a loan fund. Associate schools that achieve status as full members of the Network will receive an unrestricted grant of \$100,000. Fisher Fellows who found and lead schools through acceptance into Network will receive awards of \$50,000. These awards along with the initial fellowship stipend, makes the KIPP Foundation and the Fisher Fellowship unique from the other organizations that support public charter schools. While other start-up groups utilize public funding for planning and training the Fisher Fellowship supports the school Principal's salary completely during the planning stage.

APPENDIX 5 - KIPP DC/KEY Academy Corporate Information

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



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: **KIPP D.C., INC.**

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 5th day of July,2000.

Lloyd J. Jordan Director

Patricia E. Grays

Acting Administrator

Business Regulation Administration

Patricia E. Grays

Superintendent of Corporations

Corporations Division

ARTICLES OF INCORPORATION

OF

KIPP D.C., INC.

I, the undersigned, natural person of the age twenty-one years or more, acting as incorporator of the corporation under the NON-PROFIT CORPORATION ACT (D.C. Code, 1981 edition, Title 29, Chapter 5), adopt the following Articles of Incorporation:

FIRST: The name of the corporation is KIPP D.C., Inc. (the "Corporation").

SECOND: The Corporation's registered office in the District of Columbia is located at 1025 Vermont Avenue, N.W., Washington, D.C. 20005. The name of its registered agent at such address is The CT Corporation System. Such registered office and registered agent may be changed from time to time by the Board of Directors of the Corporation.

THIRD: The Corporation is organized and is to be operated exclusively to carry out charitable and educational purposes, within the meaning of 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), including, but without limitation thereon:

- (a) To exercise all rights and powers conferred by the laws of the District of Columbia upon non-profit corporations, including, but without limitation thereon, to raise funds, to receive gifts, devises, bequests and contributions, in any form, and to use, apply, invest, and reinvest the principal and/or income therefrom or distribute the same for the above purposes; and
- (b) To engage in any other activity that is incidental to, connected with or in advancement of the foregoing purposes and that is within the definition of charitable and educational for purposes of Section 501(c)(3) of the Code, provided, the powers of the Corporation shall never

be inconsistent with the purposes of the Corporation stated above or the Constitution of the United States or the District of Columbia.

FOURTH: The Corporation is not organized for profit; it shall have no capital stock and shall not be authorized to issue capital stock.

FIFTH: The Corporation shall have members. The conditions of membership shall be stated in the By-Laws.

SIXTH: The name and mailing address of the incorporator is as follows:

<u>NAME</u>

MAILING ADDRESS

Michael Feinberg

7120 Beechnut

Houston, TX 77074-5926

SEVENTH: The management and affairs of the Corporation shall be invested in a Board of Directors. The number of directors constituting the initial Board of Directors of the Corporation is nine (9) and the names and mailing addresses of the persons who are to serve as the initial directors until the first annual meeting, or until their successors are elected and qualified, are as follows:

ADDRESS

Michael Berman 3609 38th St, NW Apt #210

Washington, D.C 20016

Julie Conrad 3609 38th St, NW Apt #210

Washington, D.C 20016

Jason Ettinger 1709 Blue Flint Court

Reston, VA 20190

Leigh Ann Farley 14943 Ladymeade Circle

Silver Spring, MD 20906

Maria Kinesler 2901 Connecticut Ave NW Apt # B1

Washington, DC 20008

Penelope Lantz 2803 Cortland PL, NW Apt # 310

Washington, DC 20008

Susan Schaeffler 2801 Cortland Pl NW Apt #1

Washington DC, 20008

Andy Soleberg 4110 4th St, NW

Washington, DC 20011

Valena Valentine 4838 Blagden Ave NW

Washington, DC 20011

EIGHTH: It is intended that the Corporation shall have the status of a corporation which is exempt from Federal Income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and which is other than a private organization by reason of being described in Section 509(a) of the Code. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any director, officer, or member of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

NINTH: The duration of the existence of the Corporation is perpetual.

Houston:229395.1 -3-

TENTH: Upon the dissolution of the Corporation, the Board of Directors, after paying or making provisions for the payment of all of the liabilities of the Corporation, shall distribute all of the assets of the Corporation exclusively for the charitable or educational purposes to an organization or organizations with purposes similar to those described in Article THIRD hereof, which are then organizations described in Section 501(c)(3) of the Code and which are other than private organizations. In the event that any such organization is not so described, the Corporation's assets designated for distribution to such organization shall be distributed to one or more organizations described in section 501(c)(3) of the Code as determined by majority vote of the Board of Directors of the Corporation. In no event shall any of such assets be distributed to any director, officer, member or private individual. The amount of any distribution made under this Article TENTH shall be determined by the Board of Directors of the Corporation.

ELEVENTH: The By-Laws of the Corporation shall set forth the respective rights and method of selection of directors and such other provisions as shall pertain to and control the Board of Directors.

TWELFTH: To the fullest extent permitted by the District of Columbia Non-Profit Corporation Act, as now in effect or as may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation, or to its members, for monetary damages, except that this Article TWELFTH does not eliminate or limit the liability of a director for injury or damage resulting from:

- (a) the wilful misconduct of the director;
- (b) a crime, unless the director had reasonable cause to believe that the act was lawful;
- (c) any transaction from which the director derived an improper personal benefit;

- (d) an act or omission that is not in good faith and is beyond the scope of authority of the corporation pursuant to these articles or Delaware law; or
- (e) an act or omission for which the liability of a director is expressly provided for by an applicable statute.

If the Non-Profit Corporation Act of the District of Columbia is amended to authorize action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by such statutes, as so amended. Any repeal or amendment of such statutes or of this Article TWELFTH shall not adversely affect any right of protection of a director of the Corporation existing at the time of such repeal or amendment.

I, the undersigned, natural person of the age twenty-one years or more, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the Non-Profit Corporation Act of the District of Columbia, do make this Certificate of Incorporation, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30 day of June, 2000.

Michael Feinberg Incorporator

I, <u>Christiane Joneson</u>, a Notary Public, hereby certify that on the <u>30</u> day of <u>June</u>, <u>2000</u>, personally appeared before me and signed the foregoing document as the incorporator, and have averred that the statements therein contained are true.

Christiane Joneson
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DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION CORPORATIONS DIVISION 941 NORTH CAPITAL STREET, N.E. WASHINGTON, D.C. 20002

WRITTEN CONSENT TO ACT AS REGISTERED AGENT

TO:
The Superintendent of Corporations
Department of Consumer and Regulatory Affairs
Business Regulation Administration, Corporations Division
941 North Capital Street, N.E.
Washington, D.C. 20002

PURSUANT TO D.C. CODE TITLE 29, and TITLE 41

(A) BY A DISTRICT OF COLUMBIA RESIDENT

·
I
A Bona fide Resident of the District of Columbia Herein Consent to Act as a Registered Agent For:
Name of Business
SIGNATURE OF REGISTERED AGENT
DATE:
(B) BY A LEGALLY AUTHORIZED CORPORATION
THE CORPORATION HEREIN NAMED IS:
C T Corporation System
An Authorized Corporate Registered Agent in the District of Columbia, per Signatures of it's President/Vice-President and Secretary/Assistant Secretary, Herein Consents to Act as Registered Ag For:
KIPP D.C., Inc.
NAME OF CORPORATION
SIGNATURE: OF PRESIDENT OR VICE-PRESIDENT
ATTEST: Grand Weduralt OF SECRETARY OR ASSISTANT SECRETARY Jennifer McBurnett, Asst. Secretary
DATE: June 30, 2000

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF KIPP D.C., INC.

TO: Department of Consumer and Regulatory Affairs Washington, D.C. 20001

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 KIPP D.C., Inc.

SECOND:

The following amendment to the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act:

The Articles of Incorporation of the corporation were amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the corporation is "KIPP DC/KEY Academy" (the "Corporation")."

THIRD:

The amendment was adopted at a meeting of the Board of Directors held on October 30, 2000, and received the vote of a majority of the Directors in office, there being no members having voting rights with respect thereof.

KIPP D.C., INC.

,

Date: 10

ATTEST:

Jason Ettinger, Tre

Date:

Houston:296267 v 1

Articles of Amendment KIPP D.C., Inc.

DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE AUSTIN TX 73301

DATE OF THIS NOTICE: 10-10-2000 NUMBER OF THIS NOTICE: CP 575 E EMPLOYER IDENTIFICATION NUMBER: 74-2974642

FORM: SS-4 1817128040 0

> FOR ASSISTANCE CALL US AT: 1-800-829-1040

KIPP DC INC % SUSAN SCHAFFLER 2801 CORTLAND PL NW APT 1 WASHINGTON DC 20008

OR WRITE TO THE ADDRESS SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 74-2974642. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN as shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office, Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. I-2000

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

1817128040

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 10-10-2000

EMPLOYER IDENTIFICATION NUMBER: 74-2974642

FORM: SS-4

INTERNAL REVENUE SERVICE AUSTIN TX 73301

KIPP DC INC % SUSAN SCHAFFLER 2801 CORTLAND PL NW APT 1 WASHINGTON DC 20008

Vinson & Elkins

ATTORNEYS AT LAW

VINSON & ELKINS L.L.P. 2300 FIRST CITY TOWER 1001 FANNIN STREET

HOUSTON, TEXAS 77002-6760 TELEPHONE (713) 758-2222

FAX (713) 758-2346

E-Mail: jgray@velaw.com Web: www,velaw.com

November 20, 2000

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED

Internal Revenue Service P.O. Box 192 Covington, KY 41012-0192

Writer's Phone: 713-758-3872

Writer's Fax: 713-615-5847

Re: KIPP DC/KEY Academy Form 1023

E.I.N. 74-2974642

Dear Sir or Madam:

Enclosed for filing please find the following prepared on behalf of KIPP DC/KEY Academy (the "Corporation"):

- 1. Form 2848, Power of Attorney and Declaration of Representative;
- 2. Form 8718, User Fee for Exempt Organization Determination Letter Request, together with a check in the amount of \$500.
- 3. Form 1023, Application for Recognition of Exemption under Section 501(c)(3), together with attachments.

Very truly yours,

Jennifer K. Gray

Enclosures

cc: Ms. Susan Schaeffler

Form **2848**

Power of Attorney and Declaration of Representative

OMB No. 1545-0150

(Rev. December 1997)	and	Declaration of Re	epresentative	•	For IRS Use Only
Department of the Treasury Internal Revenue Service		➤ See the separate instructions.			Received by: Name
	of Attorney (Please ty			*	Telephone
		<u> </u>			Function
		t sign and date this form or	page 2, line 9.)		Date
Taxpayer name(s) and KIPP DC/KEY			Social security number(s)	Employ	yer identification number
2801 Cortla	nd Pl. NW, Apt	. 1		1	
Washington,	D c 20008				2974642
naoming con,	D.C. 2000		Daytime telephone number	Plan nu	mber (if applicable)
hereby appoint(s) the	following representative(s) as attorney(s)-in-fact:		<u>. L</u>	
	(s) (Representative(s) ma	ust sign and date this form			
Name and address	Consul Window	c 10116444	CAF No. 780	06-07	123R
		& Elkins L.L.P.	Telephone No.	713-	758-3872 E017
	St., Suite 23		Fax No. 713		
	xas 77002-6760		Check if new: Address		Telephone No.
Name and address					
			1		
			Fax No Check if new: Address		Telephone No.
Name and address		·			relephone No.
Ivanic and address					
			Fax No.		
			Check if new: Address		Telephone No.
to represent the taxpay 3 Tax matters	yer(s) before the Internal	Revenue Service for the fo	llowing tax matters:		
	Employment, Excise, etc.)	Tax Form Number	er (1040, 941, 720, etc.)	Y	ear(s) or Period(s)
Income		Form 1023 and	all matters		
		pertaining the			
4 Specific use no on CAF, check th	t recorded on Centralize is box. (See instruction for	ed Authorization File (CA or Line 4 — Specific uses	F). If the power of attorney is not recorded on CAF.)	for a spe	ecific use not recorded
5 Acts authorized acts that I (we) consents, or other	. The representatives are an perform with respect t er documents. The autho er representative unless s	authorized to receive and in the tax matters described rity does not include the po-	nspect confidential tax informations on line 3, for example, the auwer to receive refund checks the power to sign certain returns.	ation and thority to (see line	to perform any and all sign any agreements, 6 below), the power to
List any specific	additions or deletions to	the acts otherwise authoriz	ed in this power of attorney:		
Note: In general, an usas Pub. 470, for more		returns cannot sign any doc	ument for a taxpayer. See Re	venue Pi	ocedure 81-38, printed
•		is not permitted to authorize	e representatives to perform o	ertain ar	ts. See the instructions
for more information.	portion of a partitioning		, . spi oddinaarod to ponoriii t	anr au	oo alo monuono
•	· · · · · · · · · · · · · · · · · · ·		named on line 2 to receive,	BUT NO	T TO ENDORSE OR
CASH, retund ch	iecks, initiai nerė	and list the name of t	nat representative below.		

Name of representative to receive refund check(s) ▶
For Paperwork Reduction and Privacy Act Notice, see the separate instructions.

Form 2848 (Rev. 12-97)

For	m 2848 (Rev. 12-97) Page 2				
7	Notices and communications. Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2 unless you check one or more of the boxes below.				
4	a If you want the first representative listed on line 2 to receive the original, and yourself a copy, of such notices or communications, check this box▶ ☐				
ı	f you also want the second representative listed to receive a copy of such notices and communications, check this box . 🕨 🗌				
	If you do not want any notices or communications sent to your representative(s), check this box				
8	Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here				
9	Signature of taxpayer(s). If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.				
	▶ IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.				
	11/5/2000 President				
	Signature Date Title (if applicable)				
Sı	usan Schaeffler				
_	Print Name				
	Signature Date Title (if applicable)				
	Print Name				
	FIII(Name				
Pa	Declaration of Representative				
Und	ler penalties of perjury, I declare that:				
	I am not currently under suspension or disbarment from practice before the Internal Revenue Service;				
	• I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the				
	practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;				
	I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and				
	• I am one of the following:				
	 Attorney — a member in good standing of the bar of the highest court of the jurisdiction shown below. Certified Public Accountant — duly qualified to practice as a certified public accountant in the jurisdiction shown below. 				
	The state of the s				
	 c Enrolled Agent — enrolled as an agent under the requirements of Treasury Department Circular No. 230. d Officer — a bona fide officer of the taxpayer's organization. 				
	e Full-Time Employee — a full-time employee of the taxpayer.				
	f Family Member — a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).				
	g Enrolled Actuary — enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).				
	h Unenrolled Return Preparer — an unenrolled return preparer under section 10.7(c)(vlii) of Treasury Department Circular No. 230.				

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.

a Texas Junifu K. Gay Nov. 3, 200	Designation — Insert above letter (a - h)	Jurisdiction (state) or Enrollment Card No.	Signature	Date
	a	Texas	Jamber K. Cay	Nov. 3, 2000
			·	

Department of the Treasury Internal Revenue Service

User Fee for Exempt Organization Determination Letter Request

▶ Attach this form to determination letter application. (Form 8718 is NOT a determination letter application.)

FOR IKS U	se Only
Control number	
Amount paid	
User fee screener	

1	Name of	organization
---	---------	--------------

2 Employer Identification Number

F	(IP	P DC/KEY Academy	74-2974642	
	Ca	aution: Do not attach Form 8718 to an application for a pension plan	determination letter. Use Form 8717 instead.	
3	Ту	pe of request .		Fee
а		Initial request for a determination letter for:		
		 An exempt organization that has had annual gross receipts avera preceding 4 years, or 	aging not more than \$10,000 during the	
		 A new organization that anticipates gross receipts averaging not 	more than \$10,000 during its first 4 years	\$150
		Note: If you checked box 3a, you must complete the Certification be		•
		Certification		
		I certify that the annual gross receipts of		
		have averaged (or are expected to average) not more than \$10,000	name of organization during the preceding 4 (or the first 4) years of oper	ration.
		Signature ▶ Tit	le ▶	
b	X	Initial request for a determination letter for:		
		 An exempt organization that has had annual gross receipts avera preceding 4 years, or 	iging more than \$10,000 during the	
С		A new organization that anticipates gross receipts averaging mor Group exemption letters		\$500 \$500

Instructions

The law requires payment of a user fee with each application for a determination letter. The user fees are listed on line 3 above. For more information, see Rev. Proc. 98-8, 1998-1, I.R.B. 225,

Check the box on line 3 for the type of application you are submitting. If you check box 3a, you must complete and sign the certification statement that appears under line 3a.

Attach to Form 8718 a check or money order payable to the internal Revenue Service for the full amount of the user fee. If you do not include the full amount, your application will be returned. Attach Form 8718 to your determination letter application.

Send the determination letter application and Form 8718 to:

Internal Revenue Service P.O. Box 192 Covington, KY 41012-0192

If you are using express mail or a delivery service, send the application and Form 8718 to:

Internal Revenue Service 201 West Rivercenter Blvd. Attn: Extracting Stop 312 Covington, KY 41011

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT

VINSON & ELKINS	j
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L.L.P. ATTORNEYS AT LAW 2300 FIRST CITY TOWER HOUSTON, TEXAS 77002-6760

Gray, Jennifer K.

88-88

Check No.

1113

1540212

VOID AFTER 90 DAYS

CHASE BANK OF TEXAS, N.A. SAN ANGELO, TEXAS

Amount Date \$***500.00 November 21, 2000

VINSON & ELKINS L.L.P.

TO THE U.S. Treasury ORDER OF:

PAY ***Five hundred and 00/100 Dollars***

(Rev. September 1998) Department of the Treasury Internal Revenue Service

Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully.

A User Fee must be attached to this application.

if the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

Complete the Procedural Checklist on page 8 of the instructions. Part I Identification of Applicant 1a Full name of organization (as shown in organizing document) 2 Employer identification number (EIN) (If none, see page 3 of the Specific Instructions.) KIPP DC/KEY Academy 74-2974642 1b c/o Name (if applicable) 3 Name and telephone number of person to be contacted if additional information is needed Susan Schaeffler 1c Address (number and street) Room/Suite Jennifer K. Gray 2801 Cortland Pl. NW, Apt. 1 713-758-3872 1d City, town, or post office, state, and ZIP + 4. If you have a foreign address, 4 Month the annual accounting period ends see Specific Instructions for Part I, page 3. September 5 Date incorporated or formed Washington, D.C. 20008 July 5, 2000 1e Web site address 6 Check here if applying under section: a 501(e) b 501(f) c (501(k) d 501(n) Did the organization previously apply for recognition of exemption under this Code section or under any Yes x No If "Yes," attach an explanation. If "No," attach an explanation (see page 3 of the Specific Instructions). Has the organization filed Federal income tax returns or exempt organization information returns?..... Yes x No If "Yes," state the form numbers, years filed, and internal Revenue office where filed. Check the box for the type of organization, ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING. (See Specific Instructions for Part I, Line 10, on page 3.) See also Pub. 557 for examples of organizational documents.) a T Corporation — Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws. b Trust — Attach a copy of the Trust indenture or Agreement, including all appropriate signatures and dates. c Association — Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws. If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete. Please Susan Schaeffler, President

(Type or print name and title or authority of signer)

For Paperwork Reduction Act Notice, see page 7 of the instructions.

(Signature)

Sign

Part II

Activities and Operational Information

Provide a detailed narrative description of all the activities of the organization — past, present, and planned. **Do not merely refer to or repeat the language in the organizational document.** List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

See Attachment A.

See Attachment A.

² What are or will be the organization's sources of financial support? List in order of size. See Attachment A.

³ Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.

Pa	Activities and Operational Information (Continued)	
4_	Give the following information about the organization's governing body:	
	Names, addresses, and titles of officers, directors, trustees, etc. Attachment A.	b Annual compensation See Attachment A.
	Do any of the above persons serve as members of the governing body by reason of being public of	officials or
	being appointed by public officials?	☐ Yes 🛣 No
d	Are any members of the organization's governing body "disqualified persons" with respect to the o (other than by reason of being a member of the governing body) or do any of the members have a business or family relationship with "disqualified persons"? (See Specific Instructions for Part II, on page 3.) If "Yes," explain.	either a Line 4d,
5	Does the organization control or is it controlled by any other organization?	ial
See.	Attachment A.	
6	Does or will the organization directly or indirectly engage in any of the following transactions with organization or other exempt organization (other than a 501(c)(3) organization): (a) grants; (b) pure sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing equipment, mailing lists or other assets, or paid employees?	rchases or ent g of facilities,
7	Is the organization financially accountable to any other organization?	Yes 🗓 No ttach copies

orm 1023 (Rev. 9-98) Page			
Part II Activities and Operational Information (Continued)		
	n the performance of its exempt function? (Do not include property ly operational, explain their status, what additional steps remain to be one, indicate "N/A."		
9 Will the organization be the beneficiary of tax-exempt be	ond financing within the next 2 years? Yes x No		
 10a Will any of the organization's facilities or operations be a contractual agreement?			
11 Is tr M A See Attai	d attach a schedule of membership fees and dues. ▼ Yes □ No		
b Desidesc See Attac c Whe See Attac many and a see Attac c Whe See Attac	o attract members and attach a copy of any purpose.		
c What See Attac Man	je for their payment of dues?		
12a If the requ If "YES, SAPIGINI HOW THE CHARGES SHE DETERMINED AND ALL	, are the recipients required, or will they be		
b Does or will the organization limit its benefits, services, of individuals?	N/A Yes 🗓 No		

Does or will the organization intervene in any way in political campaigns, including the publication or If "Yes," explain fully.

If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes

or plans to devote to this activity.

Form	023 (Rev. 9-98) Pag
Pa	Technical Requirements
1	Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed?
	If you answer "Yes," do not answer questions on lines 2 through 6 below.
2	If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 7.
	Exceptions — You are not required to file an exemption application within 15 months if the organization:
	a Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrate auxiliary of a church. See Specific Instructions , Line 2a, on page 4;
	b Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or
	c Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.
3	If the organization does not meet any of the exceptions on line 2 above, are you filing Form 1023 within 27 months from the end of the month in which the organization was created or formed?
	If "Yes," your organization qualifies under Regulation section 301.9100-2, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 6.
	f "No," answer question 4.
4	if you answer "No" to question 3, does the organization wish to request an extension of time to apply under the "reasonable action and good faith" and the "no prejudice to the interest of the government" requirements of Regulations section 301.9100-3?
	f "Yes," give the reasons for not filing this application within the 27-month period described in question 3. See Specific Instructions , Part III, Line 4, before completing this item. Do not answer questions 5 and 6.
	f "No," answer questions 5 and 6.

If you answer "No" to question 4, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is

Form	n 1023 (Rev	9-98)	Page 6
Pa	ert III	Technical Requirements (Continued)	
7	☐ Yes	rganization a private foundation? (Answer question 8.) (Answer question 9 and proceed as instructed.)	
8	☐ Yes	Inswer "Yes" to question 7, does the organization claim to be a private operation (Complete Schedule E.)	ng foundation?
9	if you a below t	Inswering question 8 on this line, go to line 14 on page 7. Inswer "No" to question 7, indicate the public charity classification the organiz hat most appropriately applies: RGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES	
	a []	As a church or a convention or association of churches (CHURCHES MUST COMPLETE SCHEDULE A.)	Sections 509(a)(1) and 170(b)(1)(A)(i)
	b X	As a school (MUST COMPLETE SCHEDULE B.)	Sections 509(a)(1) and 170(b)(1)(A)(ii)
	c 🗌	As a hospital or cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital (These organizations, except for hospital service organizations, MUST COMPLETE SCHEDULE C.)	Sections 509(a)(1) and 170(b)(1)(A)(iii)
	d []	As a governmental unit described in section 170(c)(1).	Sections 509(a)(1) and 170(b)(1)(A)(v)
	e 🗌	As being operated solely for the benefit of, or in connection with, one or more of the organizations described in a through d, g, h, or i (MUST COMPLETE SCHEDULE D.)	Section 509(a)(3)
	f 🗍	As being organized and operated exclusively for testing for public safety.	Section 509(a)(4)
	g 🗌	As being operated for the benefit of a college or university that is owned or operated by a governmental unit.	Sections 509(a)(1) and 170(b)(1)(A)(vi)
	h 📋	As receiving a substantial part of its support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.	Sections 509(a)(1) and 170(b)(1)(A)(vi)
	ì 🗍	As normally receiving not more than one-third of its support from gross investment income and more than one-third of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).	Section 509(a)(2)
	j 🔲	The organization is a publicly supported organization but is not sure whether it meets the public support test of h or I. The organization would like the IRS to decide the proper classification.	Sections 509(a)(1) and 170(b)(1)(A)(vi) or Section 509(a)(2)

If you checked one of the boxes a through f in question 9, go to question 14. If you checked box g in question 9, go to questions 11 and 12.

If you checked box h, i, or j, in question 9, go to question 10.

Form 1023 (Rev. 9-98)			Page 7
Part III Technical Requirements (Continued)			
 If you checked box h, i, or j in question 9, has the organization completed a tax year of at least 8 month Yes — Indicate whether you are requesting: A definitive ruling. (Answer questions 11 through 14.) An advance ruling. (Answer questions 11 and 14 and attach two Forms 872-C completed and signing two Forms 872-C and a Form 1023. 	ned.)	g ther	n to the
If the organization received any unusual grants during any of the tax years shown in Part IV-A, Stateme Expenses , attach a list for each year showing the name of the contributor; the date and the amount of t description of the nature of the grant.			
12 If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here ▶ ☐ and:			
 a Enter 2% of line 8, column (e), Total, of Part IV-A	or "publ	icly s	upported"
 If you are requesting a definitive ruling under section 509(a)(2), check here ▶ ☐ and: a For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and are each "disqualified person." (For a definition of "disqualified person," see Specific Instructions, Part II, L b For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount rece (other than a "disqualified person") whose payments to the organization were more than \$5,000. For this includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any or bureau. 	ine 4d, ived fros purpos	on pa m ead e, "pa	ge 3.) th payer yer"
14 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. Do not submit blank schedules.)	Yes	No	If "Yes," complete Schedule:
Is the organization a church?		x	А
Is the organization, or any part of it, a school?	. x		В
Is the organization, or any part of it, a hospital or medical research organization?	. 🔼	x	С
is the organization a section 509(a)(3) supporting organization?		x	D

Is the organization a private operating foundation?.....

Is the organization, or any part of it, a home for the aged or handicapped?.....

Is the organization, or any part of it, a child care organization?.....

Does the organization provide or administer any scholarship benefits, student aid, etc.?

Has the organization taken over, or will it take over, the facilities of a "for profit" institution?

E

F

x

x

x

Part IV Financial Data

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.

			A. Statement of	Revenue and E	xpenses		
			Current 3 prior tax years or proposed budget for 2 years tax year				
	1	Gifts, grants, and contributions	(a) From <u>7/5/00</u>	(b) <u>10/1/00</u>	(c) <u>10/1/01</u>	(d)	(e) TOTAL
		received (not including unusual grants — see page 6 of the	to 9/30/00	9/30/01	9/30/02		
	1	instructions)	0	820,784	1,403,368		2,224,152
	2	Membership fees received	0	0	0		0
	3	Gross investment income (see instructions for definition)	0	0	0		0
	4	Net income from organization's unrelated business activities not included on line 3	0	0	0		0
	5	Tax revenues levied for and either paid to or spent on behalf of the organization	0	0	0		0
Revenue	6	Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the	0	0	0		0
~	_	public without charge)					
	7	Other income (not including gain or loss from sale of capital assets)		See Attachment	A.	İ	
j		(attach schedule)	0	*0	0		0
ı	8	Total (add lines 1 through 7)	0	820,784	1,403,368		2,224,152
	9	Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513. Include related cost of sales on line 22	0	0	0		0
	10	Total (add lines 8 and 9)	0	820,784	1,403,368		2,224,152
	11	Gain or loss from sale of capital assets (attach schedule)	0	0	0		0
	12	Unusual grants	0	0	0		0
	l .	Total revenue (add lines 10 through 12)	0	820,784	1,403,368		2,224,152
	14	Fundraising expenses	0	0	0		
		Contributions, gifts, grants, and similar amounts paid (attach schedule)	0	0	0		
	16	Disbursements to or for benefit of members (attach schedule)	0	0	0		
ses	17	Compensation of officers, directors, and trustees (attach schedule)	0	0	0		
Expenses	18	Other salaries and wages	0	277,300	514,200		
	19	Interest	0	0	0		are element parties and element
	20	Occupancy (rent, utilities, etc.)	0		89,800		the State of the S
	21	Depreciation and depletion	0	0	0		ration of the second
	22	Other (attach schedule)	0	255,650	416,410		$\mathbb{E}_{\mathcal{A}}(S_{t}) = \bigoplus_{i \in \mathcal{A}} \mathbb{E}_{\mathcal{A}}(S_{t}) = \mathbb{E}_{\mathcal{A}}(S_{t})$
	23	·	0	620,530	1,020,410		
	24	Excess of revenue over expenses (line 13 minus line 23)	0	200,254	382,958		

Part IV

Financial Data (Continued)

B. Balance Sheet (at the end of the period shown)			Current tax year Date 9/30/00
	Assets		
1	Cash	1	0
2	Accounts receivable, net	2	0
3	Inventories	3	0
4	Bonds and notes receivable (attach schedule)	4	0
5	Corporate stocks (attach schedule)	5	0
6	Mortgage loans (attach schedule)	6	0
7	Other investments (attach schedule)	7	0
8	Depreciable and depletable assets (attach schedule)	8	0
9	Land	9	0
10	Other assets (attach schedule)	10	0
11	Total assets (add lines 1 through 10	11	0
	Liabilities		
12	Accounts payable	12	(9,500)
13	Contributions, gifts, grants, etc., payable	13	0
14	Mortgages and notes payable (attach schedule)	14	0
15	Other liabilities (attach schedule)	15	0
16	Total liabilities (add lines 12 through 15)	16	(9,500)
	Fund Balances or Net Assets		
17	Total fund balances or net assets	17	0
18	Total liabilities and fund balances or net assets (add line 16 and line 17)	18	(9,500)
If th	ere has been any substantial change in any aspect of the organization's financial activities since the e	nd of	the period shown

	Schedule B. Schools, Colleges, and Universities
1	Does, or will, the organization normally have: (a) a regularly scheduled curriculum, (b) a regular faculty of qualified teachers, (c) a regularly enrolled student body, and (d) facilities where its educational activities are regularly carried on?
2	Is the organization an instrumentality of a state or political subdivision of a state?
	race with respect to: Admissions?
C	Use of facilities or exercise of student privileges?
	Scholarship or loan programs?
)
4	resolution of its governing body, that it has a racially nondiscriminatory policy as to students?
N/A	A See Attachment A. Attach whatever corporate resolutions or other official statements the organization has made on this subject.
	Has the organization made its racially nondiscriminatory policies known in a manner that brings the policies
	to the attention of all segments of the general community that it serves?
	A — See Attachment A. If "Yes," describe how these policies have been publicized and how often relevant notices or announcements have been made. If no newspaper or broadcast media notices have been used, explain. — See Attachment A.
b	If applicable, attach clippings of any relevant newspaper notices or advertising, or copies of tapes or scripts used for media broadcasts. Also attach copies of brochures and catalogs dealing with student admissions, programs, and scholarships, as well as representative copies of all written advertising used as a means of informing prospective students of the organization's programs.
6	Attach a numerical schedule showing the racial composition, as of the current academic year, and projected to the extent feasible for the next academic year, of: (a) the student body, and (b) the faculty and administrative staff. N/A — See Attachment A.
7	Attach a list showing the amount of any scholarship and loan funds awarded to students enrolled and the racial composition of the students who have received the awards. N/A See Attachment A.
8a	Attach a list of the organization's incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations. N/A — See Attachment A.
b	State whether any of the organizations listed in 8a have as an objective the maintenance of segregated public or private school education, and, if so, whether any of the individuals listed in 8a are officers or active members of such organizations.
9a	Enter the public school district and county in which the organization is located.
Dis	trict of Columbia Public School System Washington, D.C.
b	Was the organization formed or substantially expanded at the time of public school desegregation in the above district or county? . N/A See Attachment A
10	Has the organization ever been determined by a state or Federal administrative agency or judicial body to be racially discriminatory?
	N/A - See Attachment A.
	If "Yes," attach a detailed explanation identifying the parties to the suit, the forum in which the case was heard, the cause of action, the holding in the case, and the citations (if any) for the case. Also describe in detail what changes in the organization's operation, if any, have occurred since then

Instructions

A "school" is an organization that has the primary function of presenting formal instruction, normally maintains a regular faculty and curriculum, normally has a regularly enrolled student body, and has a place where its educational activities are carried on.

The term generally corresponds to the definition of an "educational organization" in section 170(b)(1)(A)(ii). Thus, the term includes primary, secondary, preparatory and high schools, and colleges and universities. The term does not include organizations engaged in both educational and noneducational activities unless the latter are merely incidental to the educational activities. A school for handicapped children is included within the term, but an organization merely providing handicapped children with custodial care is not.

For purposes of Schedule B, "Sunday schools" that are conducted by a church are not included in the term "schools," but separately organized schools (such as parochial schools, universities, and similar institutions) are included in the term.

A private school that otherwise meets the requirements of section 501(c)(3) as an educational institution will not qualify for exemption under section 501(a) unless it has a racially nondiscriminatory policy as to students.

This policy means that the school admits students of any race to all the rights, privileges, programs, and activities generally accorded or made available to students at that school and that the school does not discriminate on the basis of race in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic or other school-administered programs.

The IRS considers discrimination on the basis of race to include discrimination on the basis of color and national or ethnic origin. A policy of a school that favors racial minority groups in admissions, facilities, programs, and financial assistance will not constitute discrimination on the basis of race when the purpose and effect is to promote the establishment and maintenance of that school's racially nondiscriminatory policy as to students.

See Rev. Proc. 75-50, 1975-2 C.B. 587, for guidelines and recordkeeping requirements for determining whether private schools that are applying for recognition of exemption have racially nondiscriminatory policies as to students.

Line 2

An instrumentality of a state or political subdivision of a state may qualify under section 501(c)(3) if it is organized as a separate entity from the governmental unit that created it and if it otherwise meets the organizational and operational tests of section 501(c)(3). See Rev. Rul. 60-384, 1960-2 C.B. 172. Any such organization that is a school is not a private school and, therefore, is not subject to the provisions of Rev. Proc. 75-50.

Schools that incorrectly answer "Yes" to line 2 will be contacted to furnish the information called for by lines 3 through 10 in order to establish that they meet the requirements for exemption. To prevent delay in the processing of your application, be sure to answer line 2 correctly and complete lines 3 through 10, if applicable.

KIPP DC/KEY ACADEMY EIN 74-2974642

ATTACHMENT A TO FORM 1023 APPLICATION FOR RECOGNITION OF EXEMPTION

PART II ACTIVITIES AND OPERATIONAL INFORMATION

1. Purposes and Proposed Activities

a. Creation and Activities of the Corporation

KIPP DC/KEY Academy (the "Corporation")¹ was incorporated on July 5, 2000, as a non-profit corporation under the District of Columbia NonProfit Corporation Act (the "Statute").² The Corporation is organized and will be operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3).³ In accomplishment of these purposes, the Corporation will operate a public charter school, KEY Academy, in Washington D.C. (the "School").⁴

The School is scheduled to open its doors in August 2001 and will be a college preparatory middle school serving a regularly enrolled student body of students in grades five (5) through eight (8). The School will be operated so as to comply with the provisions of the Washington D.C. Education Code relating to public charter schools (the "Charter Schools Act"). The School will follow the KIPP educational model -- the "Knowledge Is Power Program" -- developed by David Levin and Michael Feinberg, director of KIPP Academy Charter School, Inc. in the Bronx, NY ("KIPP Bronx") and KIPP, Inc. in Houston, Texas ("KIPP Houston"), respectively. In that regard, the School will admit students each year into grade five (5) without regard to prior measures of achievement or aptitude, athletic ability, disability, handicapped condition, ethnicity, race, creed, gender, national origin, religion, or ancestry in compliance with the Charter Schools Act. It is anticipated that a majority of the School's students will be of African-American descent and will qualify for the federal free lunch program. The School will also be subject to the provisions of its charter authorized by the District of Columbia Board of Education, and the same health, safety, civil rights and student assessment requirements applicable to all other District of Columbia public schools.

¹ KIPP DC/KEY Academy was originally incorporated as and filed for its employer identification number under the name "KIPP D.C., Inc." On November 15, 2000 Articles of Amendment were filed with the District of Columbia Department of Consumer and Regulatory Affairs changing the name of the organization to "KIPP DC/KEY Academy." A copy of such Articles of Amendment are attached hereto as part of Exhibit B, *infra*.

² D.C. Code Ann. § 29-501 et. seq. (2000).

³ Unless otherwise indicated, all section references are to the Internal Revenue Code of 1986, as amended.

⁴ The School is a "public school" as that term in used in Rev. Proc. 75-50, 1975-2 C.B. 587 and, thus, is not subject to the guidelines and requirements set forth in Rev. Proc. 75-50. See Rev. Proc. 75-50, Section 2.04 ("This Revenue Procedure does not apply to public schools.").

⁵D.C. Code Ann. § 31-2801 et. seq (2000).

⁶ KIPP, Inc. operates a nationally renowned public charter school in Houston, TX and is exempt from taxation under section 501(a) as an organization described in 501(c)(3) and is other than a private foundation because it is an educational organization under sections 170(b)(1)(A)(ii) and 509(a)(1). KIPP Academy Charter School, Inc. operates a public charter school in the Bronx, NY; its application for exemption is currently pending, but it is anticipated that it will qualify for exemption and public charity status on the same bases as KIPP, Inc.

Students will attend the School for an extended day from approximately 7:30 a.m. until 5:00 p.m. Monday through Friday, from 9:00 a.m. until 1:00 p.m. on Saturday and for three weeks during the summer. These hours add up to 67% more time in the classroom than the national average. In addition, students will be required to complete approximately two (2) hours of homework nightly. All of these hours will be focused on addressing the academic, intellectual, and social needs of the students and this schedule allows for creative programming. During the week, all students will start the day with a half hour of critical thinking, problem-solving activities. Students will then engage in six hours of instruction including reading, writing, math, social studies, science, thinking skills and music. All classes will focus on developing the students' basic skills along with higher order critical thinking and literacy skills. From 3:15 p.m. to 5:00 p.m. each day, all students will read novels for forty-five (45) minutes and then will participate in one of the school's electives (such as art, orchestra, or sports). Saturdays during the "normal" school year will be spent in various enrichment activities such as art, music, karate, publishing, strategy games, test preparation, flag football, dance or drama. During the summer new students will be initiated into the routines, procedures, and high expectations of the School while returning students will participate in remediation and enrichment activities.

Students, parents and teachers at the School will all be required to sign the KIPP Commitment to Excellence Contract (the "Contract"). The Contract outlines the behaviors deemed by the School to be vital to individual student success and the School's overall success. Adherence to this contract is meant to foster mutual respect between teachers, students, and parents as well as the creation of a strong team that has the ability to propel students toward academic success. In that regard, KIPP Houston and KIPP Bronx have had a 98% parent accountability and attendance rate at parent-teacher conferences and school-wide family dinners.

The School's unique structure is meant to institute a shift from rule-based accountability to performance-based standards. The promotion of students will be based both on their performance on standardized exams as well as their day-to-day work as measured by the District of Columbia Education Department's standards. Weekly tests and quizzes, class work, portfolios, presentations, projects, end-of-course exams and teacher observations will all be used to evaluate the progress of students at the School. In conjunction with this emphasis on performance-based accountability systems for students there will also be an emphasis on evaluating the School's regular faculty of teachers based on their performance. All teachers will observed on a regular basis by the School's Director and provided with detailed performance-driven suggestions about how to enhance student achievement. Each year, all School staff will receive extensive written "profiles" with detailed commendations and recommendations about how they can improve their and their students' performance.

The School's mission is as clear as its framework: To arm its students with the academic, intellectual and character skills necessary for success in high school, college, and the competitive world beyond. The School will provide a haven for students, teachers and parents who subscribe to the philosophy that "there are no shortcuts" to success and happiness in life. The School also will focus on changing the structure, framework, and expectations of the community it serves in order to institutionalize success.

⁷A copy of the Contract is attached hereto as *Exhibit A*. Attachment A to Form 1023 KIPP DC/KEY Academy EIN 74-2974642

In the community that the School anticipates it will serve, Southeast Washington D.C., a relatively small number of students apply to, and even fewer students attend, an institution of higher learning. The neighborhoods in which the School's students live face tremendous problems with illiteracy, drug abuse, broken homes, gangs and juvenile crime. Rather than use these problems as excuses for failure, the students in the School will prove that through desire, discipline, and dedication fantastic success can be achieved in the face of such challenges. For students in Washington D.C. and similar urban communities who are currently not labeled "gifted and talented" there exist few opportunities to prepare for and enter college. The School will serve as a model for the District of Columbia educational community and the educational community at-large of what students can accomplish through extreme hard work. Furthermore, by serving students in grades five (5) through eight (8), the School will effectively bridge the crucial gap between elementary school and high school.⁸

Both KIPP Houston and KIPP Bronx have had tremendous success and have been recognized both locally and nationally — it is hoped and anticipated that the School will be equally successful. KIPP Houston's success has been measured in a variety of ways:

- For the 1998-99 school year, KIPP Houston led the state of Texas on the state's standardized tests with 100% of the students passing math and science, 98% passing reading, 97% passing writing and 98% passing social studies.
- Eighth graders who graduated from KIPP Houston in 1999 earned scholarships totaling more than \$1 million from some of the most prestigious private high schools in Houston and nationwide.
- KIPP Houston was honored with a national award from the Children's Defense Fund in 2000.
- In September 1999, CBS's "60 Minutes" featured KIPP Houston (and KIPP Bronx) and the extraordinary results its students have achieved. The segment was re-broadcast on Sunday, August 6, 2000.
- In addition, students from KIPP Houston recently attended the Republican National Convention in Philadelphia, Pennsylvania where they demonstrated some innovative math drills and introduced Mrs. Laura Bush to convention delegates.

KIPP Bronx likewise has achieved multiple successes:

For the second straight year, KIPP Bronx was the <u>highest performing public middle school</u>
 program in the Bronx in terms of reading scores, math scores, attendance and improvement
 in reading scores. Over 66% of KIPP Bronx is now reading above the national average and
 70% scored above the national average in math. KIPP Bronx's eighth graders ranked fifth in

⁸ Research has shown that these "middle years" are when many students lose interest in school and "functionally" prepare to be a high-school drop-out.

the entire city in math and thirty-eighth in reading. KIPP Bronx 's 96% daily attendance rate continues to be among the highest in New York State.⁹

- In a school district whose reading scores decreased by over ten (10) points last year, KIPP Bronx 's reading scores <u>increased</u> by over twelve (12) points. The average math score of KIPP Bronx 's students is now more than twenty (20) points higher than the New York City average.
- All of KIPP Bronx 's students graduate in eighth grade having completed a two-year, high school level Algebra I course. More than half of all eighth graders at KIPP Bronx are now scoring in the top 25% of the nation in math.
- KIPP Bronx's first class of eighth graders were accepted into New York City's top public and private high schools and will earn over \$560,000 in scholarships over the course of the next four years.
- Educators from throughout New York, the nation and the world visit KIPP Bronx on an
 almost daily basis in order to learn how to replicate its successes. In addition to KIPP
 Bronx's instructional program, its staff development program is regarded by many educators
 as a model for how staff development can directly improve instruction and student
 achievement.
- KIPP Bronx, along with KIPP Houston, have been named by the Heritage Foundation in Washington, D.C. as two of the twenty-five most effective schools in the nation in high poverty areas.
- KIPP Bronx's achievements have been featured on ABC's World News Tonight with Peter Jennings, ABC's Good Morning America, BronxNET TV, and NBC's "The Winner Next Door." In September 1999, CBS's 60 Minutes featured KIPP Bronx as an example of an outstanding public school. The segment was re-broadcast on Sunday, August 6, 2000.

b. Governance of the Corporation

The sole Member of the Corporation is KIPP America, Inc., a non-stock, non-profit Delaware corporation ("KIPP America"). KIPP America has applied for exemption from federal taxation under section 501(a) as an organization described in section 501(c)(3) and for public charity status as a supporting organization under section 509(a)(3); KIPP America's application is currently pending. KIPP America will benefit the Corporation by (i) providing start-up services to the Corporation, including assisting the Corporation with incorporation, registration with state agencies and applications for federal and state tax exemption and (ii) supervising, on a limited basis, the operations of the Corporation and advising the School's administrators and director to ensure that they meet KIPP standards for excellence. It is not anticipated that the Corporation will be required to pay a fee to KIPP America in return for services rendered, however, any fee paid by the

⁹ What makes these results all the more meaningful and impressive is the fact that the School accepts its fifth graders without looking at their prior academic records.

Corporation would be based on the fair market value of such services. KIPP America in the future may provide payroll services and coordinate insurance coverage for the Corporation and other KIPP-philosophy schools, in which case the Corporation may be required to reimburse KIPP America for the cost of the insurance premiums and salaries paid by KIPP America for the Corporation's benefit.¹⁰

In addition to the services it provides to the Corporation, as sole Member, KIPP America will have the ability to remove members of the Corporation's Board of Directors at any time with or without cause. KIPP America will elect the Corporation's President and has the authority to remove the President with or without cause. Additionally, KIPP America has authority to amend the Corporation's Bylaws and sole authority to amend Article I (Member provisions), Article II (Board of Director provisions) and sections 3.2 and 3.3 of Article III (relating to election, term, resignation and removal of officers) of the Bylaws.

The Articles of Incorporation ("Articles")¹¹ and Bylaws¹² of the Corporation provide that the business, affairs and property of the Corporation will be managed and directed by a Board of Directors (the "Board"). The Board is composed initially of the six (6) individuals named in the Articles who will serve until the first annual meeting of the Board. Thereafter, Directors will be elected by a majority vote of the Directors then in office. Directors will hold office for terms of one year and until their successors are elected and qualified, or until their earlier death, resignation or removal. Any Director may be removed at any time with or without cause by the Corporation's sole Member or for cause by a majority vote of the entire Board at any special meeting of the Board called for that purpose.

The Corporation's Bylaws contain a conflicts of interest policy that is substantially identical to that promulgated by the IRS for exempt health care organizations. See CPE-2000, Tax-Exempt Health Care Organizations Revised Conflicts of Interest Policy.

2. Sources of Financial Support

The Corporation expects its primary sources of financial support to be state and federal funding, foundation grants and contributions from the general public.

3. Fundraising

¹⁰ KIPP America also will serve as a section 509(a)(3) supporting organization providing the same services described in the text above to a network of similar public charter schools that adhere to the KIPP educational model to be incorporated around the country. Currently, KIPP America serves as the sole member of KIPP, Inc., KIPP Academy Charter School, Inc., KIPP N.C., Inc. and KIPP Atlanta, Inc. (all Delaware non-stock, non-profit corporations). As previously mentioned, KIPP, Inc. was incorporated in 1995 and operates a public charter school in Houston, Texas and KIPP Academy Charter School, Inc. operates KIPP Bronx in the Bronx, NY. KIPP Atlanta, Inc. and KIPP, N.C., Inc. were incorporated earlier this year and are in the process of applying for public school charters in Georgia and North Carolina, respectively. It is hoped and anticipated that many more "KIPP" charter schools will be incorporated across the country in which case KIPP America would serve as a supporting organization to those non-profit corporations, as well.

A copy of the Corporation's Articles and various Articles of Amendment are attached hereto as Exhibit B.

¹² A copy of the Corporation's Bylaws is attached hereto as Exhibit C.

Although it is anticipated that the Corporation will implement a fundraising program in the future, there is not currently any fundraising program in place.

4. Directors and Officers

The current Directors and officers include the following individuals

Name	Address	Compensation
Michael Berman	3609 38th St, N.W. Apt #210 Washington, D.C 20016	None
Julie Conrad	3609 38th St, N.W. Apt #210 Washington, D.C 20016	None
Jason Ettinger	1709 Blue Flint Court Reston, VA 20190	None
Leigh Ann Fraley	14943 Ladymeade Circle Silver Spring, MD 20906	None
Kahla Johnson	114 West Street N.W. Washington, D.C.	None
Maria Kinesler	2901 Connecticut Ave N.W. Apt # B1 Washington, D.C. 20008	None
Penelope Lantz	2803 Cortland PL, N.W. Apt # 310 Washington, D.C. 20008	None
Susan Schaeffler	2801 Cortland Pl N.W. Apt #1 Washington D.C., 20008	None
Andy Soleberg	4110 4th St, N.W. Washington, D.C. 20011	None
Valena Valentine	4838 Blagden Ave N.W. Washington, D.C. 20011	None

5. Control by or Special Relationship with Another Corporation

As noted above, KIPP America, a Delaware non-stock, non-profit corporation, is the Corporation's sole member and as such (i) has the power to remove members of the Corporation's Board of Directors with or without cause, (ii) elects and has authority to remove the Corporation's President, and (iii) has authority to amend the Corporation's Bylaws and has sole authority to amend

certain articles thereof relating to the Member, the Board of Directors and election, term resignation and removal of officers. Thus, KIPP America has certain control rights with respect to the Corporation. (KIPP America has applied for exemption as a section 509(a)(3) supporting organization to the Corporation and other KIPP-philosophy schools, as previously mentioned.)

In addition, the Corporation has a special relationship with the KIPP Foundation (the "Foundation"). The Foundation was incorporated on April 20, 2000, in the State of California as a nonprofit public benefit corporation. The Foundation is currently applying for exemption from federal taxation under section 501(a) as an organization described in section 501(c)(3) and as a private operating foundation within the meaning of section 4942(j)(3). A substantial part of the Foundation's activities is to act as a resource for new and existing public and public charter schools that are committed to the same general education principals as the KIPP Foundation -- i.e., the KIPP educational model previously described. As described in its Form 1023, Application for Exemption, the KIPP Foundation plans to organize a program of school resource services, including access to low interest loans for the acquisition and renovation of school facilities, grant-writing and other fund-raising assistance, educational conferences, operation of a computerized network offering lesson plans, best practices and other helpful information, teacher and/or staff recruiting assistance and general consultation and technical assistance concerning operational issues, curriculum design and other aspects of opening and operating effective low income schools. It is anticipated that the School, and other KIPP schools mentioned herein, will eventually benefit from the services offered by the Foundation.

There are no overlapping officers or members of the Board of Directors of the Corporation and the Foundation.

10. a. Contracts with Third Parties

The Corporation has contracted with The Eastridge Companies, an Arizona limited liability company (the "Consultant"), to provide consulting services with regard generally to (i) the identification of a site and facility in which to house the School ("Phase I") and (ii) real estate and facility development once a site and facility are identified ("Phase II"). The Consultant is unrelated to the Corporation and any of its officers and directors and the parties to the Agreement negotiated at arm's-length.

The term of the agreement between the Corporation and the Consultant (the "Agreement")¹³ extends from the date of execution (September 20, 2000) through July 1, 2001, just prior to the target date for the opening of the School. The term of the Agreement will automatically extend on a month-to-month basis in the event that the Consultant does not complete the defined services by the end of the initial term or the Corporation requests, in writing that the Consultant continue its services. The services to be provided during Phase I of the Agreement include (i) site identification, including researching of and inspecting appropriate sites and serving as a contact for real estate activities of the Corporation; (ii) creation of a "facility plan," that is, creating a plan for development of the site once identified; and (iii) coordination of activities to ensure compliance with Washington

¹³ A copy of the Agreement is attached hereto as *Exhibit D*. The Agreement states that it is between The Eastridge Companies and "KEY Academy Public Charter School" – as noted previously, the Corporation will operate the School under the name "KEY Academy."

D.C. procurement requirements. The amount to be paid by the Corporation to the Consultant for services rendered in Phase I is not to exceed \$9,500, which fee reflects fair market value, plus direct out-of-pocket expenses incurred by the Consultant in the performance of services under the Agreement.¹⁴ The fees for Phase II services and a more detailed description of those services will be negotiated and finalized when the Phase I services are complete.

Although none of the Corporation's operations are currently managed by another organization, it is anticipated that the Corporation will contract with third parties in the future for such services as janitorial services. In addition, KIPP America, a supporting organization of the Corporation, may at some point in the future provide certain services to the Corporation such as payroll services, negotiation of insurance coverage in addition to providing assistance with incorporation, application for federal and state tax exemption and state registration, as described in more detail above.

b. Lease

Although the Corporation currently is not a party to any lease, the Corporation may lease space in which to operate the School, unless a suitable facility is identified for purchase or construction pursuant to the Agreement described above.

11. Membership Organization

As noted previously, the Corporation's sole member is KIPP America and KIPP America exercises significant control over Corporation as a result of its power to remove Corporation Directors, to appoint and remove the Corporation's President and to amend the Corporation's Bylaws. The Corporation has no other members.

PART IV. FINANCIAL DATA

A. Statement of Revenues and Expenses

Line 7 – Other income

The Corporation is currently looking for space in which to operate the School. In the event that the Corporation needs to build a building, the Corporation will take out a loan to cover its construction and related costs. It is anticipated that the amount of such loan would be equal to approximately \$1.1 million. If the Corporation in fact takes out the loan, this will affect the figures in Lines 19 and 20, as described below in more detail.

Line 19 - Interest

In the event that the Corporation takes out a loan to construct its own facility, as described above under **Line 7**, the Corporation will have interest expenses related to such loan in the amount of \$128,991 per year for each of 2001 and 2002.

¹⁴ The Consultant will not incur out-of-pocket expenses over \$150 without seeking prior approval from the Corporation.

Line 20 - Occupancy

Similarly, construction of its own facility and a related mortgage loan would mean the elimination of rental payments of \$48,000 per year and the addition of mortgage principal payments in the amount of \$40,335 per year.

Line 22 - Other Expenses

	FYE2001	FYE2002
Direct Student Costs		
Textbooks	\$16,200	\$21,600
Student Uniforms	\$ 1,440	\$ 2,880
Student Supplies/Materials	\$16,200	\$36,000
Library/Media Center Materials	\$ 7,500	\$15,000
Computers and Related Materials	\$10,000	\$16,000
Other Instructional Equipment	\$ 7,200	\$14,400
Classroom Furnishings/Supplies	\$20,000	\$20,000
Student Assessment Materials	\$ 4,000	\$ 8,000
Contracted Instructional/		
Student Services	\$12,000	\$20,000
Local Field Lessons	\$ 2,880	\$ 5,760
Out-of-state Field Lessons	\$25,200	\$50,400
Miscellaneous	\$ 0	\$ 400
Office Expenses		
Office Supplies and Materials	\$ 5,000	\$ 6,210
Office Furnishings and Equipment	\$ 4,000	\$ 2,500
Office Equipment Rental and		
Maintenance	\$ 4,200	\$ 8,400
Telephone/Telecommunications	\$ 4,200	\$ 6,120
Payroll Services	\$ 3,120	\$ 3,120
Accounting Services	\$ 2,500	\$ 5,000
Legal Services	\$ 2,500	\$ 5,000
Printing and Copying	\$ 2,400	\$ 3,600
Postage and Shipping	\$ 1,200	\$ 1,800
Office Computer/Software/Printer	\$ 6,250	\$ 1,500
Other/Medicine	\$ 800	\$ 2,000
Consul Francisco		
General Expenses	@1 A A C D	Φ 1Λ Q4Λ
Insurance	\$10,958	\$ 10,840
Board Insurance	\$ 2,962	\$ 3,000
General Liability	\$20,000	\$ 20,000
Student accident	\$ 1,080	\$ 2,160
Transportation	\$ 3,600	\$ 7,200
Food Service – week days	\$56,160 \$ 2,100	\$112,320
Food Service – Saturday school	\$ 2,100	\$ 4,200

Other	General	Expense
-------	---------	---------

0

\$ 1,000

Total

\$255,650

<u>\$416,410</u>

B. Balance Sheet

SCHEDULE B. Schools, Colleges and Universities

Answer to Questions 2 through 10.

Although the School is not an instrumentality of the state, as a public charter school, the School is a "public school" as that term in used in Rev. Proc. 75-50, 1975-2 C.B. 587 and, thus, is not subject to the guidelines and requirements set forth in Rev. Proc. 75-50. See Rev. Proc. 75-50, Section 2.04 ("This Revenue Procedure does not apply to public schools.").

343448_1

EXHIBIT A

KIPP COMMITMENT TO EXCELLENCE CONTRACT

TEACHERS' COMMITMENT:

We fully commit to KIPP in the following ways:

We will arrive at KIPP every day by 7:15 A.M. (Mon. - Fri.)

We will remain at KIPP until 5:00 P.M. (Monday - Thursday) and 4:00 P.M. on Friday.

We will come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.

We will teach KIPP during the summer. (June 14 - July 7, 2000)

We will always teach in the best way we know how and we will do whatever it takes for our students to learn.

We will always make ourselves available to students, parents, and any concerns they might have.

We will always protect the safety, interests, and rights of all individuals in the classroom.

Failure to adhere to these commitments can lead to our removal from KIPP.

x	x	Please print name(s) here:
PARENTS'/GUARDIANS' COMMI We fully commit to KIPP in the folio		

We will make sure our child arrives at KIPP every day by 7:25 a.m. (Mon. - Fri.), or boards a KIPP bus at the scheduled time.

We will make arrangements so our child can remain at KIPP until 5:00 p.m. (Monday - Thursday) and 4:00 P.M. on Friday.

We will make arrangements for our child to come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.

We will ensure that our child attends KIPP summer school (June 14- July 7, 2000).

We will always help our child in the best way we know how and we will do whatever it takes for him/her to learn. This also means that we will check our child's homework every night, let him/her call the teacher if there is a problem with the homework, and try to read with him/her every night.

We will always make ourselves available to our children, the school, and any concerns they might have. This also means that if our child is going to miss school, we will notify the teacher as soon as possible, and we will read carefully all the papers that the school sends home to us.

We will allow our child to go on KIPP field trips.

We will make sure our child follows the KIPP dress code.

We understand that our child must follow the KIPP rules so as to protect the safety, interests, and rights of all individuals in the classroom. We, not the school, are responsible for the behavior and actions of our child.

Failure to adhere to these commitments can cause my child to lose various KIPP privileges, spend time on the "porch", and can lead to my child returning to his/her home school.

X	

STUDENT'S COMMITMENT:

I fully commit to KIPP in the following ways:

I will arrive at KIPP every day by 7:25 A.M. (Mon. - Fri.), or board a KIPP bus at the correct time.

I will remain at KIPP until 5:00 P.M. (Monday - Thursday) and 4:00 P.M. on Friday.

I will come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.

I will attend KIPP during summer school (June 14- July 7, 2000).

- > I will always work, think, and behave in the best way I know how and I will do whatever it takes for me and my fellow students to learn. This also means that I will complete all my homework every night, I will call my teachers if I have a problem with the homework or a problem with coming to school, and I will raise my hand and ask questions in class if I do not understand something.
- > I will always make myself available to parents, teachers, and any concerns they might have. If I make a mistake, this means I will tell the truth to my teachers and accept responsibility for my actions.
- I will always behave so as to protect the safety, interests, and rights of all individuals in the classroom. This also means that I will always listen to all my KIPP teammates and give everyone my respect.
 I will follow the KIPP dress code.
- > I am responsible for my own behavior, and I will follow the teachers' directions.

Failure to adhere to these commitments can cause me to lose various KIPP privileges, spend time on the "porch", and can lead to returning to my home school.

X			

EXHIBIT B

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



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:

KIPP D.C., INC.

Name Changed To

KIPP DC/KEY ACADEMY

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 November, 2000.

Carlynn M. Fuller Acting Director

Patricia E. Grays Acting Administrator

Business Regulation Administration

William L. Ables Jr.

Act. Assistant Superintendent of Corporations

Corporations Division

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF KIPP D.C., INC.

TO: Department of Consumer and Regulatory Affairs Washington, D.C. 20001

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 KIPP D.C., Inc.

SECOND:

The following amendment to the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act:

The Articles of Incorporation of the corporation were amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the corporation is "KIPP DC/KEY Academy" (the "Corporation")."

THIRD:

The amendment was adopted at a meeting of the Board of Directors held on October 30, 2000, and received the vote of a majority of the Directors in office, there being no members having voting rights with respect thereof.

KIPP D.C., INC.

Susan Schaeffler, President

Date: 10.30.00

ATTEST:

Leigh Ann Fraley, Secretary

Date: 1/-13-00

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Articles of Amendment KIPP D.C., Inc.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



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: **KIPP D.C., INC.**

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 21st day of September, 2000.

Carlynn M. Fuller Acting Director

Patricia E. Grays

Acting Administrator

Business Regulation Administration

Patricia E. Grays

Superintendent of Corporations

Corporations Division

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF KIPP D.C., INC.

TO: Department of Consumer and Regulatory Affairs Washington, D.C. 20001

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 KIPP D.C., Inc.

SECOND:

The following amendment to the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act:

The Articles of Incorporation of the corporation were amended by changing the Article thereof numbered "THIRD" so that, as amended, said Article shall be and read as follows:

"THIRD: The Corporation is organized and is to be operated exclusively to carry out charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), including, but without limitation thereon:

- (a) To operate a public charter school in the District of Columbia;
- (b) To exercise all rights conferred by the laws of the District of Columbia upon non-profit corporations, including, but without limitation thereon, to raise funds to receive gifts, devices, bequests and contributions, in any form, and to use, apply, invest, and reinvest the principal and/or income therefrom or distribute the same for the above purposes; and
- (c) To engage in any other activity that is incidental to, connected with or in advancement of the foregoing purposes and that is within the definition of charitable and educational for purposes of Section 501(c)(3) of the Code, provided, the powers of the Corporation shall never be inconsistent with the purposes of the Corporation stated above or the Constitution of the United States."

9-240

THIRD: The amendment was adopted in the following manner:

- The amendment was adopted by a consent in writing signed by all directors entitled to cast vote with respect hereto, there being no members having voting rights with respect thereof.
- The amendment was adopted at a meeting of the Board of Directors held on ______, 2000, and received the vote of a majority of the Directors in office, there being no members having voting rights with respect thereof.

KIPP D.C., INC.

By: Susan Schaeffler, Bresident

Date: 8-30-00

ATTEST:

Ley 8-30-00

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



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:

KIPP D.C., INC.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 5th day of July,2000.

Lloyd J. Jordan Director

Patricia E. Grays

Acting Administrator

Business Regulation Administration

Patricia E. Grays

Superintendent of Corporations

Corporations Division

ARTICLES OF INCORPORATION

OF

KIPP D.C., INC.

I, the undersigned, natural person of the age twenty-one years or more, acting as incorporator of the corporation under the NON-PROFIT CORPORATION ACT (D.C. Code, 1981 edition, Title 29, Chapter 5), adopt the following Articles of Incorporation:

FIRST: The name of the corporation is KIPP D.C., Inc. (the "Corporation").

SECOND: The Corporation's registered office in the District of Columbia is located at 1025 Vermont Avenue, N.W., Washington, D.C. 20005. The name of its registered agent at such address is The CT Corporation System. Such registered office and registered agent may be changed from time to time by the Board of Directors of the Corporation.

THIRD: The Corporation is organized and is to be operated exclusively to carry out charitable and educational purposes, within the meaning of 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), including, but without limitation thereon:

- (a) To exercise all rights and powers conferred by the laws of the District of Columbia upon non-profit corporations, including, but without limitation thereon, to raise funds, to receive gifts, devises, bequests and contributions, in any form, and to use, apply, invest, and reinvest the principal and/or income therefrom or distribute the same for the above purposes; and
- (b) To engage in any other activity that is incidental to, connected with or in advancement of the foregoing purposes and that is within the definition of charitable and educational for purposes of Section 501(c)(3) of the Code, provided, the powers of the Corporation shall never

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be inconsistent with the purposes of the Corporation stated above or the Constitution of the United States or the District of Columbia.

FOURTH: The Corporation is not organized for profit; it shall have no capital stock and shall not be authorized to issue capital stock.

FIFTH: The Corporation shall have members. The conditions of membership shall be stated in the By-Laws.

SIXTH: The name and mailing address of the incorporator is as follows:

NAME

MAILING ADDRESS

Michael Feinberg

7120 Beechnut

Houston, TX 77074-5926

SEVENTH: The management and affairs of the Corporation shall be invested in a Board of Directors. The number of directors constituting the initial Board of Directors of the Corporation is nine (9) and the names and mailing addresses of the persons who are to serve as the initial directors until the first annual meeting, or until their successors are elected and qualified, are as follows:

NAME MAILING ADDRESS

Michael Berman

3609 38th St, NW Apt #210

Washington, D.C 20016

Julie Conrad

3609 38th St, NW Apt #210

Washington, D.C 20016

Jason Ettinger

1709 Blue Flint Court

Reston, VA 20190

Leigh Ann Farley

14943 Ladymeade Circle

Silver Spring, MD 20906

Maria Kinesler

2901 Connecticut Ave NW Apt # B1

Washington, DC 20008

Penelope Lantz

2803 Cortland PL, NW Apt # 310

Washington, DC 20008

Susan Schaeffler

2801 Cortland Pl NW Apt #1

Washington DC, 20008

Andy Soleberg

4110 4th St, NW

Washington, DC 20011

Valena Valentine

4838 Blagden Ave NW

Washington, DC 20011

EIGHTH: It is intended that the Corporation shall have the status of a corporation which is exempt from Federal Income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and which is other than a private organization by reason of being described in Section 509(a) of the Code. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any director, officer, or member of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

NINTH: The duration of the existence of the Corporation is perpetual.

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TENTH: Upon the dissolution of the Corporation, the Board of Directors, after paying or making provisions for the payment of all of the liabilities of the Corporation, shall distribute all of the assets of the Corporation exclusively for the charitable or educational purposes to an organization or organizations with purposes similar to those described in Article THIRD hereof, which are then organizations described in Section 501(c)(3) of the Code and which are other than private organizations. In the event that any such organization is not so described, the Corporation's assets designated for distribution to such organization shall be distributed to one or more organizations described in section 501(c)(3) of the Code as determined by majority vote of the Board of Directors of the Corporation. In no event shall any of such assets be distributed to any director, officer, member or private individual. The amount of any distribution made under this Article TENTH shall be determined by the Board of Directors of the Corporation.

ELEVENTH: The By-Laws of the Corporation shall set forth the respective rights and method of selection of directors and such other provisions as shall pertain to and control the Board of Directors.

TWELFTH: To the fullest extent permitted by the District of Columbia Non-Profit Corporation Act, as now in effect or as may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation, or to its members, for monetary damages, except that this Article TWELFTH does not eliminate or limit the liability of a director for injury or damage resulting from:

- (a) the wilful misconduct of the director;
- (b) a crime, unless the director had reasonable cause to believe that the act was lawful;
- (c) any transaction from which the director derived an improper personal benefit;

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- (d) an act or omission that is not in good faith and is beyond the scope of authority of the corporation pursuant to these articles or Delaware law; or
- (e) an act or omission for which the liability of a director is expressly provided for by an applicable statute.

If the Non-Profit Corporation Act of the District of Columbia is amended to authorize action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by such statutes, as so amended. Any repeal or amendment of such statutes or of this Article TWELFTH shall not adversely affect any right of protection of a director of the Corporation existing at the time of such repeal or amendment.

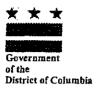
I, the undersigned, natural person of the age twenty-one years or more, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the Non-Profit Corporation Act of the District of Columbia, do make this Certificate of Incorporation, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30 day of June, 2000.

Michael Feinberg Incorporator

I, Christiane Joneson, a Notary Public, hereby certify that on the 30 day of June, 2000, personally appeared before me and signed the foregoing document as the incorporator, and have averred that the statements therein contained are true.

Christiane Joneson NOTA NOTARY PUBLIC STATE OF TEXAS IN Comp. Exp.: 04-08-2002

Christing Joseph Notary Public



DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION CORPORATIONS DIVISION 941 NORTH CAPITAL STREET, N.E. WASHINGTON, D.C. 20002

WRITTEN CONSENT TO ACT AS REGISTERED AGENT

TO:
The Superintendent of Corporations
Department of Consumer and Regulatory Affairs
Business Regulation Administration, Corporations Division
941 North Capital Street, N.E.
Washington, D.C. 20002

PURSUANT TO D.C. CODE TITLE 29, and TITLE 41

(A) BY A DISTRICT OF COLUMBIA RESIDENT

A Bona fide Resident of the District of Columbia Herein Consent to Act as a Registered Agent For: Name of Business SIGNATURE OF REGISTERED AGENT _____ DATE: (B) BY A LEGALLY AUTHORIZED CORPORATION THE CORPORATION HEREIN NAMED IS: C T Corporation System An Authorized Corporate Registered Agent in the District of Columbia, per Signatures of it's President/Vice-President and Secretary/Assistant Secretary, Herein Consents to Act as Registered Agent For: KIPP D.C., Inc. NAME OF CORPORATION OF PRESIDENT OR VICE-PRESIDENT SIGNATURE: (Victor Alfano, Asst. Vice President OKTUBEL WESTERNETOF SECRETARY OR ASSISTANT SECRETARY Jennifer McBurnett, Asst. Secretary DATE: June 30, 2000

EXHIBIT C

BYLAWS

OF

KIPP D.C., INC.

Adopted: 8/30/2000

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KIPP D.C., INC.

BYLAWS

ARTICLE I MEMBER

- Section 1.1 <u>Membership</u>. The sole Member of the Corporation shall be KIPP America, Inc. The Member shall exercise its rights with respect to the Corporation through the sole Member's board of directors.
- Section 1.2 <u>Dissolution of Member</u>. In the event the Member dissolves or its corporate existence otherwise ceases, the Member shall no longer continue as the Member of the Corporation.
- Section 1.3 <u>Meetings</u>. A meeting of the Member shall be held annually in the month of January of each year at a place and time fixed from time to time by the Member. Special meetings of the Member, for any purpose or purposes, may be called by the Member.
- Section 1.4 <u>Notice of Meetings</u>. Written notice of the place, date and hour of any meeting shall be given to each member of the board of directors of the Member by personal delivery, facsimile, electronic mail or by first class mail, postage pre-paid, not less then 10 nor more than 50 days before the date of the meeting. Notice of special meetings shall indicate the purpose for which they are called and the person or persons calling the meeting. Notice of a meeting need not be given to any member of the board of directors of the Member who submits a signed (in person or by proxy) waiver of notice whether before or after the meeting, or who attends (in person or by proxy) the meeting without protesting prior thereto or at its commencement, the lack of notice to him or her. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Member need to be specified in any written waiver or notice.
- Section 1.5 Quorum. At any meeting of the Member, one-third of the total number of members of the board of directors of the Member shall constitute a quorum for the transaction of business. The members of the board of directors of the Member present may adjourn the meeting despite the absence of a quorum.
- Section 1.6 <u>Removal of Directors</u>. Any Director of the Corporation may be removed from office at any time with or without cause by the Member.
- Section 1.7 <u>Action by the Member</u>. Except as otherwise required by law, an act authorized by a majority of the votes cast at a meeting having a quorum shall be the act of the Member. Action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the members of the board of directors of the Member entitled to vote thereon.
- Section 1.8 <u>Dissolution of Member</u>. At such time as the Member is no longer in existence, by reason of dissolution or other cessation of corporate existence, the Board of Directors of the Corporation shall succeed to all the powers of the Member under the Certificate of Incorporation of the Corporation and these Bylaws.

ARTICLE II BOARD OF DIRECTORS

- Section 2.1 <u>Powers</u>. The business, affairs and property of the Corporation shall be managed and controlled by the Board of Directors, and all corporate powers shall be vested in and exercised by the Board, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws.
- Section 2.2 Number. The number of Directors constituting the entire Board of Directors after the first annual meeting of the Member, which shall not be less than one, shall be fixed from time to time by resolution adopted by a majority of the Directors then in office.
- Section 2.3 <u>Election and Term of Office</u>. The initial Directors shall be the persons named in the Certificate of Incorporation who shall serve until the first annual meeting of the Board of Directors. Thereafter, Directors shall be elected by a majority vote of the Directors then in office. Directors shall hold office for terms of one year and until their successors are elected and qualified, or until their earlier death, resignation or removal.
- Section 2.4 <u>Removal</u>. Any or all of the Directors may be removed with or without cause by the Member, or for cause by a majority vote of the entire Board at any special meeting of the Board called for that purpose.
- Section 2.5 <u>Resignation</u>. Any Director may resign at any time by delivering written notice of his or her resignation to the Secretary or President of the Corporation. Such resignation shall become effective upon receipt thereof by the Secretary or President but the acceptance of such resignation shall not be necessary to make it effective.
- Section 2.6 <u>Vacancies</u>. Any newly created Directorships and any vacancies of the Board of Directors, arising at any time and from any cause, may be filled at any meeting of the Board of Directors by a majority of the Directors regardless of their number. Directors so elected shall serve until the next annual meeting and until his or her successor is elected and qualified.
- Section 2.7 <u>Meetings</u>. The annual meeting of the Board shall be held in the month of January in each year, immediately following the annual meeting of the Member, at a date, time and place fixed by the Board, for the election of officers and Directors and for the transaction of such business as may properly come before the meeting. Regular meetings of the Directors may be held at such time and place as shall from time to time be determined by the Board. Special meetings may be called at any time by the President or by the Secretary upon written request of one-third of all of the voting Directors.
- Section 2.8 Notice of Meetings. Notice of the time and place of each regular, special or annual meeting of the Board, and, to the extent possible a written agenda stating all matters upon which action is proposed to be taken shall be given to each Director by personal delivery, facsimile, or regular mail, postage prepaid, at least five (5) days before the day on which the meeting is to be held; provided however, that notice of special meetings to discuss matters requiring prompt action may be given to him or her by telephone, confirmed in writing by facsimile, electronic mail, personal or overnight delivery, no less than 24 hours before the time at which such meeting is to be held. Notice of a meeting need not be given to any Director who submits a signed waiver of notice

whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him or her. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 2.9 Quorum and Voting. Except as otherwise provided by law, a majority of the entire Board, shall constitute a quorum for the transaction of business or of any specified item of business. Except as otherwise provided by law or these Bylaws, the vote of a majority of the Board of Directors present at the time of a vote, if a quorum is present, at such time shall be the act of the Board.

Section 2.10 Action by the Board. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or committee consent in writing to the adoption of a resolution authorizing the action. Such resolution and written consent shall be filed with minutes of the proceedings of the Board or committee. To the extent permitted by law, any one or more members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such shall constitute presence in person at a meeting.

Section 2.11 <u>Committees</u>. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other standing committees, each consisting of one or more Directors. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The Present shall appoint the Chairperson of each committee. To the extent permitted by law, any one or more members of such committee may participate in a meeting of the committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting. Committee members shall maintain minutes of each meeting and shall file copies of the minutes with the corporate records. Such committees shall have all the powers delegated by the Board except that no committee shall have the power (a) to change the membership of, or to fill vacancies in, any committee of the Board, or (b) to fix the compensation of Directors for serving on the Board or any committee of the Board, or (c) to amend or repeal these Bylaws, or the Certificate of Incorporation. or adopt any new Bylaws, or (d) to adopt an agreement of merger or consolidation, or (e) to recommend the sale, lease, or exchange of all or substantially all of the Corporation's assets and property to the membership, or (f) to exercise other powers specifically denied the committee by resolution of the Board of Directors or by law. Each committee and each member of each committee shall serve at the pleasure of the Board of Directors.

ARTICLE III OFFICERS

Section 3.1 <u>Number</u>. The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, and such other officers, if any, as the Board of Directors may from time to time appoint. Any two or more offices may be held by the same person, except the offices of President and Secretary.

- Section 3.2 <u>Election and Term.</u> All officers other than the President shall be elected by the Directors at their annual meeting and shall hold office for the term of one year except that the President shall be elected by the Member at its annual meeting and shall hold office for a term of one year. Each officer shall continue in office until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.
- Section 3.3 <u>Resignation and Removal</u>. An officer may resign by giving written notice of his or her resignation to the President or Secretary. The President may be removed, with or without cause, by the Member. A vacancy in the office of President shall be filled for the unexpired term by the Member. Any other officer may be removed, with or without cause, by a majority vote of the Board of Directors. A vacancy in any of such remaining offices shall be filled for the unexpired term by a majority vote of the Board.
- Section 3.4 <u>Employees and Other Agents</u>. The Board of Directors may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall hold office during the pleasure of the Board, and shall have such authority, perform such duties and receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.
- Section 3.5 <u>President</u>. The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the Board of Directors, and shall have general charge and supervision of the administration of the affairs and business of the Corporation. He or she shall have the power to sign alone in the name of the Corporation all contracts authorized either generally or specifically by the Board of Directors, to execute and deliver other documents and instruments and to sign checks, drafts, notes and orders for the payment of money. The President shall also have such other powers and perform such other duties as the Board of Directors may from time to time prescribe.
- Section 3.6 <u>Vice President</u>. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President may have such powers and perform such duties as may be delegated thereunto by the President or prescribed by the Board of Directors.
- Section 3.7 Secretary. The Secretary shall be responsible for the maintenance of an accurate record of all the minutes of all meetings of the Board of Directors and of any committees of which a secretary shall not have been appointed by the Board in books to be kept for that purpose; serve or cause to be served all notices of the Corporation; be custodian of the records (other than financial); and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board. In the event of absence or disability of the Secretary, the Board of Directors may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.
- Section 3.8 <u>Treasurer</u>. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. The Treasurer shall keep proper books of accounts and other books showing at all times the amount of the funds and other property of the Corporation, all of which books shall be open at all times to the inspection of the Board of

Directors. The Treasurer shall submit a report of the accounts and financial condition of the Corporation at each annual meeting. He or she shall perform all duties incident to the office of Treasurer, and such other duties as shall form time to time be assigned by the Board. If required by the Board, the Treasurer shall give such security for the faithful performance of his or duties as the Board may require.

ARTICLE IV MISCELLANEOUS

- Section 4.1 <u>Checks, Notes and Contracts</u>. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Corporation. One officer shall sign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount up to, and including, \$1,000.00. Two officers shall cosign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount over \$1,000.00.
- Section 4.2 <u>Investments</u>. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board of Directors may deem desirable.
- Section 4.3 Office. The office of the Corporation shall be located at such place as the Board of Directors may from time to time determine.
- Section 4.4 <u>Books</u>. There shall be kept at the office of the Corporation correct books of account of the activities and transactions of the Corporation, including a minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these Bylaws, and all minutes of meetings of the Board of Directors.
- Section 4.5 <u>Fiscal Year</u>. The fiscal year of the Corporation shall be the calendar year or such other period as may be determined by the Board of Directors.
- Section 4.6 <u>Indemnification</u>. The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or intestate was a member, Director, officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees.
- Section 4.7 <u>Amendments</u>. These Bylaws may be amended at any meeting of the Board of Directors by a vote of the majority of the entire Board of Directors, or by the Member at any meeting of the Member, except that any amendment which increases the quorum requirement or the proportion of votes necessary for the transaction of business or of any specified item of business must be authorized by a vote of two-thirds of the entire Board or by the Member, as the case may be, and that any amendments to Articles I, II and Sections 3.2 and 3.3 of Article III may only be made by the Member.

ARTICLE V CONFLICTS OF INTEREST

Section 5.1 <u>Purpose</u>. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 5.2 <u>Definitions.</u>

- (a) <u>Interested Person</u>. Any Director, principal officer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.
- (b) <u>Financial Interest</u>. A person has a financial interest if the person has, directly or indirectly, through business, investment or family --
 - (1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
 - (2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 5.3 Procedures.

- (a) <u>Duty to Disclose</u>. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts relating thereto to the Board of Directors and members of committees with Board-delegated powers considering the proposed transaction or arrangement.
- (b) <u>Determining Whether a Conflict of Interest Exists</u>. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Board of Directors or committee meeting while the financial interest is discussed and voted upon. The remaining Board of Directors or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the Board of Directors or committee meeting, but after such presentation, he/she shall leave the

meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

- (2) The Chairman of the Board or chairman of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (3) After exercising due diligence, the Board of Directors or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) <u>Violations of the Conflicts of Interest Policy</u>.

- (1) If the Board of Directors or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board of Directors or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- Section 5.4 <u>Records of Proceedings</u>. The minutes of the Board of Directors and all committees with Board-delegated powers shall contain --
 - (a) Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' or committee's decision as to whether a conflict of interest in fact existed.
 - (b) <u>Names of Persons Present</u>. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

- Section 5.5 <u>Compensation Committees</u>. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- Section 5.6 <u>Annual Statements</u>. Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person --
 - (a) Receipt. Has received a copy of the conflicts of interest policy.
 - (b) Read and Understands. Has read and understands the policy.
 - (c) Agrees to Comply. Has agreed to comply with the policy.
 - (d) <u>Tax Exemption</u>. Understands that the Corporation is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- Section 5.7 <u>Periodic Reviews</u>. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation may conduct periodic reviews.

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EXHIBIT D



CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (hereinafter referred to as the Agreement"), dated September 15, 2000, is entered into and made between KEY Academy Public Charter School, a District of Columbia non-profit corporation, (hereinafter referred to as the "Client"), and The Eastridge Companies, LLC, an Arizona limited liability company, (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, Client desires to identify and acquire a site and a facility in which to house a public charter school program ("Program") in the District of Columbia; and

WHEREAS, Client desires to have a Facility Plan prepared that will appropriately address the specific requirements of the identified new school facility ("Facility") and that the implementation of the Facility Plan is to be completed within a specified time schedule and within a prescribed budget; and

WHEREAS, Client has examined the professional qualifications and experience of Consultant and determined that Consultant is appropriately qualified and competent to provide a broad range of applicable site acquisition and project management services; and

WHEREAS, Client desires to engage Consultant to provide certain real estate and project management services with respect to the Facility; and

WHEREAS, Consultant desires to be engaged by Client to perform these professional consulting services on behalf of Client as defined hereinafter.

WITNESSETH:

NOW, THEREFORE, Client hereby engages Consultant and Consultant hereby agrees to be engaged to provide specified professional services, as detailed in the attached Scope of Services, to be performed under the conditions and for the consideration as set forth hereinafter.

Client and Consultant hereby agree to the following provisions and conditions:



THE EASTRIDGE COMPANIES

- 1. TERM: The initial term of this Agreement shall commence upon the date of execution of this Agreement by Client ("Execution Date") and shall extend for the period of time from the Execution Date to July 1, 2001 (hereinafter called the "Term") which is the target date for the opening of the school facility and the commencement of the school program. Notwithstanding, this Agreement shall be automatically extended thereafter, on a month-to-month basis, in the event that i) the defined Scope of Services (as may be amended, from time to time) is not fully completed by the end of the Term, or ii) Client requests, in writing, Consultant to continue its services.
- 2. SCOPE OF WORK: The specific services to be performed by Consultant are set forth in the attached Scope of Services, incorporated and made a part of this Agreement. In general, it is anticipated that the performed services will involve two phases of work and be memorialized in two separate Scopes of Services, attached and incorporated as Addenda to this Agreement. The two phases of work will be as follows:

Phase I:

- ✓ Site Identification
- ✓ Creation of the Facility Plan
- ✓ Compliance with DC Procurement Regulations

Phase II:

- ✓ Site Acquisition
- ✓ Financing Plan/Implementation (if required)
- ✓ Project Management Support and Project Administration (if required)

It is understood that Consultant's financing, project and construction management services are scoped in a preliminary manner for the purposes of finalizing this Agreement. Additionally, depending on the actual characteristics and condition of the identified site, any or all such services may or may not be required. At the time that Client and Consultant agree to the Facility Plan, if applicable, Consultant will provide a finalized Scope of Services for Project Management and Financing Support Services that reflects the specific needs of the Facility Plan. This finalized Scope of Services will replace the preliminary Phase II Scope of Services attached to this Agreement.



COMPENSATION:

Compensation for Phase I:

KEY Academy will pay TEC a "not-to-exceed" fee of \$9,500.00 for the completion of the Phase I services.

A first payment of \$5,000.00 shall be due and payable upon the execution of this Agreement. The remaining balance of \$4,500.00 will be billed upon the earlier of 1.) November 1, 2000 or 2.) the date upon which TEC identifies a site that meets KEY Academy's requirements and receives their preliminary acceptance. (Site acquisition efforts will then follow under the Phase II Scope of Services and may be subject to further financing requirements and the like).

In addition, TEC will invoice KEY Academy for reimbursement of direct out-of-pocket expenses incurred in the performance of the scope of work. During the Phase I Scope of Services, TEC will not incur any expenditure over \$150.00 without seeking prior approval.

Note: If possible, TEC will collect a real estate commission through a lease or purchase transaction (all brokerage fees paid will be fully disclosed to Client). This commission, once collected, will be credited against TEC's fees for completing the Phase II Scope of Services.

Compensation for Phase II:

The Fees associated with the Phase II Services (Site Acquisition, Project Management and Financing Support Services, as may be required) to be performed by Consultant shall be mutually determined and agreed to by Client and Consultant upon the final definition and delineation of the work and activities to be performed. The guidelines for determination of the compensation to Consultant for such Site Acquisition, Project Management and Financing Support Services are set forth in the attached Phase II Scope of Services.

As noted above, if possible, TEC will collect a real estate commission through a lease or purchase transaction (all brokerage fees paid will be fully disclosed to Client). This commission, once collected, will be credited against TEC's fees for completing the Phase II Scope of Services.

In addition to the Fees set forth in a finalized Scope of Services for Phase II, Client shall reimburse Consultant, at its cost, for all direct out-of-pocket expenses incurred by Consultant in the performance of the attached Phase II Scope of Services. Such costs may include, for example, long-distance telephone charges, reproduction of plans/specifications,



courier and overnight delivery charges, local transportation and parking, and authorized outof-town travel (transportation, meals, and lodging).

Billing Procedures:

Consultant shall invoice Client at the beginning of each month for any compensation to TEC due at the time according to the terms of this Agreement and any Addenda to this Agreement. Any incurred reimbursable expenses shall be included in Consultant's monthly invoices (together with paid receipts for all reimbursable expenses). In the event that the compensation payments (and/or any submitted reimbursable expenses) are not paid when due, then Client shall be responsible to pay all costs associated with Consultant's collection efforts, including reasonable attorneys' fees actually incurred by Consultant, plus interest at the rate of 15% per annum applied against all outstanding balances.

- 5. INFORMATION: Client shall provide Consultant with all pertinent information and data in its possession to facilitate Consultant's work and to help ensure its completeness, accuracy, and integrity. Any tendered information that is deemed, in writing, by Client to be proprietary shall be provided only to those requiring a need to know within Consultant's organization and shall be held in confidence. Unless otherwise agreed, Consultant shall retain title to and shall be the lawful owner of all materials produced or provided hereunder by Consultant, and Consultant's work products shall be prepared and delivered solely for the use of Client. Consultant's work may not be reproduced, distributed, or used in any way except as provided within the attached Scope of Services, without the prior written consent of Consultant. Client agrees to indemnify and hold Consultant harmless against all claims of any third parties to this Agreement, which claims arise out of, or relate to, the unauthorized use of Consultant's work products, its name, or any statement or opinion attributed to Consultant.
- 6. DESIGNATED REPRESENTATIVES: Client designates Susan Schaeffler as its authorized representative to give regular instructions and issue approvals, as may be needed, to Consultant, and Client agrees that Consultant may rely upon such instructions and approvals given by Client's designated representatives. Consultant designates Joe Smith and Susan Eastridge to be its authorized representatives for purposes of receiving information and instructions. From time to time, Consultant may replace said designated representatives with other qualified individuals, provided that the delivery of services remains at the same or higher level of performance. Consultant and Client shall use their respective best efforts to advise each other with respect to any material knowledge of which they become aware that may have relevant impacts on the Scope of Services to be performed by Consultant.



THE EASTRIDGE COMPANIES

- 7. STATUS AND RELATIONSHIP: In the performance of its duties hereunder, Consultant is and shall be deemed to be an independent contractor. Nothing contained within this Agreement shall be construed to create a partnership, joint venture or employment relationship between Client and Consultant. In the event that Client desires to have Consultant act for Client in any legal manner or situation, then Consultant shall be given a limited Power of Attorney that specifies the actions for which Consultant is empowered to act. Consultant shall have no authority to bind Client to any contract or other obligation without expressed written authorization.
- 8. EARLY TERMINATION: In the event that Client does not obtain final approval for its charter from the District of Columbia Public Charter School Board on or before February 28, 2001, then this Agreement shall automatically terminate and no further compensation shall be payable to Consultant, unless both parties mutually agree to continue Consultant's services through a subsequent approval cycle. In addition, this Agreement may be terminated by Client, with ten (10) days prior written notice, for cause, without penalty, prior to the end of the Term in the event that i) Consultant fails to perform its duties as set forth in the Scope of Services, and such failure continues uncured for thirty (30) days after its receipt of written notice, or ii) Consultant files a voluntary petition for bankruptcy or reorganization, or iii) a court of law enters a decree adjudicating Consultant to be bankrupt or insolvent. Further, Consultant may terminate this Agreement in the event that Client defaults in any of its obligations under this Agreement and such default continues uncured for thirty (30) days after its receipt of written notice. Lastly, this Agreement may be terminated, prior to the end of the Term, upon the mutual consent of both parties.
- 9. INSURANCE: During the Term of this Agreement, both Client and Consultant shall separately maintain business insurance protection in commercially reasonable amounts, covering property, general liability and workers compensation. Client shall name Consultant as an additional insured on its comprehensive general public liability insurance policy.
- 10. INDEMNIFICATION: Client agrees to indemnify, defend and hold Consultant (and its members, agents, officers, and employees) harmless from and against any and all liability, loss, or expense resulting from any claim, action, suit or damage brought against Consultant by any third party in connection with the specified services performed or provided under this Agreement, except in situations involving Consultant's actions that are outside the scope of this Agreement or that are a direct result of Consultant's gross negligence, fraud or intentional misrepresentation. Consultant agrees to indemnify, defend, and hold Client (and its trustees, agents, officers, and employees) harmless from and against any and all liability, loss, or expense resulting from any claim, action, suit, or damage brought against Client as a result of Consultant's actions that are outside the scope of this



Agreement or that are a direct result of Consultant's gross negligence, fraud, or intentional misrepresentation.

- 11. LIMITATIONS: Consultant's responsibilities shall be limited to providing charter school consulting services based upon Consultant's experience and expertise in such matters. Consultant assumes no responsibility for the accuracy or correctness of any materials produced by third parties. Consultant makes no representations with respect to the efficacy of any legal documents that may be applicable to the Scope of Services. Client understands that delays may be encountered beyond Consultant's control relative to jurisdictional reviews and approval time frames that may be needed by Client. All relevant contractual relationships with third parties shall be directly between Client and such third parties.
- 12. NOTICES: All notices required in writing under this Agreement shall be transmitted by registered or certified mail or by facsimile transmission or telegram confirmed by a subsequent written letter; or by electronic mail, if confirmed by a subsequent written letter, to the party at the address noted below:

The Eastridge Companies, LLC 1225 19th Street, NW, Suite 850 Washington, DC 20036 Attn: Susan H. Eastridge KEY Academy Public Charter School
7,120 Beechnut
Houston, Tx 77074
Washington, DC
Attn: Susan Schaeffler

- 13. ASSIGNMENT: This Agreement is binding upon the successors and assigns of either party. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.
- 14. **EXCULPATION**: Both Client and Consultant acknowledge that the members, trustees, officers, directors and employees of their respective organizations have no personal liability for obligations under this Agreement.
- 15. APPLICABLE LAW: the laws of the District of Columbia shall govern This Agreement. Any claim, controversy or dispute between the parties, their members, employees, officers, directors or affiliated agents ("Dispute") shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall have authority to award compensatory damages only. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The laws of the District of Columbia shall govern the construction and



interpretation of the Agreement, and the arbitration shall occur in the District of Columbia. It is expressly agreed that either party may seek injunctive relief in an appropriate court of law or equity pending an award in arbitration.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Client and Consultant with respect to the Scope of Services, as may be amended from time to time, and the associated duties set forth herein.

[SIGNATURES ON FOLLOWING PAGE]



ACCEPTED and AGREED:

a District of Columbia non-profit corporation	an Arizona limited liability company
BY:	BY: Susandfastrid
NAME: Susan A. Schaeffler	NAME: Susan H. Eastridge
ITS: Chairperson	ITS: Managing Member
DATE: 9-20-50	DATE: 9-16-00



Addenda I

PHASE I SCOPE OF SERVICES

THIS SCOPE OF SERVICES describes the work to be performed by The Eastridge Companies, LLC (hereinafter called "Consultant") in accordance with the Consultant Services Agreement (hereinafter called the "Agreement"), dated as of September 15, 2000, with KEY Academy Public Charter School (hereinafter called the "Client").

TEC will perform the following tasks under the Phase I Scope of Services

- 1. Site Identification (including facility/real estate advisory/transactional support):
- ✓ TEC will conduct the necessary research, property inspections and related efforts to identify an appropriate site for KEY Academy.
- ✓ TEC will serve as the single point of contact for all real estate and development related activities concerning KEY Academy, such as real estate broker inquiries, site recommendations and ideas, inquiries from construction trades, design professionals and the like.

2. Creation of the Facility Plan:

✓ Upon identifying the appropriate site, TEC will develop the overall details of the Facility Plan. The elements of the implementation of the Facility Plan will be outlined and TEC will submit a "Phase II" Scope of Services to KEY Academy for their review and approval on or before November 15, 2000.

3. Compliance with DC Procurement Regulations:

- On behalf of KEY Academy, TEC will coordinate the activities necessary to meet DC Procurement requirements as they relate to the Facility Plan (all procurement compliance relating to school operations outside of the Facility Plan are the responsibility of KEY Academy).
- ✓ In this capacity, TEC will prepare an advertisement/public notice for KEY Academy's review and approval. This advertisement will be placed in the DC Register to meet public notice requirements for vendors and contractors that may be needed to implement the facility plan.



Compensation for Phase I:

KEY Academy will pay TEC a "not-to-exceed" fee of \$9,500.00 for the completion of the Phase I services. A first payment of \$5,000.00 will be due and payable upon the execution of the Phase I Services Agreement. The remaining balance of \$4,500.00 will be billed upon the earlier of 1.) November 1, 2000 or 2.) the date upon which TEC identifies a site that meets KEY Academy's requirements and their preliminary acceptance. (Site acquisition efforts will then follow under the Phase II Scope of Services and may be subject to further financing requirements and the like). In addition, TEC will invoice KEY Academy for reimbursement of direct out-of-pocket expenses incurred in the performance of the scope of work. During the Phase I Scope of Services, TEC will not incur any expenditure over \$150.00 without seeking prior approval.

Note: If possible, TEC will collect a real estate commission through a lease or purchase transaction (all brokerage fees paid will be fully disclosed to Client). This commission, once collected, will be credited against TEC's fees for completing the Phase II Scope of Services.



Addenda II

PHASE II SCOPE OF SERVICES

- 1. Site Acquisition: Following the site identification work completed in Phase I, TEC will complete the site acquisition work on a "not to exceed" basis according to the following:
- A. For a Lease Transaction: 3.0% of the total lease consideration.
- B. For a Purchase Transaction: 3.0% of the total purchase price.
- Note: If possible, TEC will collect a real estate commission through a lease or purchase transaction, paid by the Landlord or Seller (all brokerage fees paid will be fully disclosed to Client). This commission, once collected, will be credited against TEC's fees for completing the Phase II Scope of Services.
- 2. The Facility Development Program and Related Financing Support Services, if required, will be tailored to the specific needs of Client and the identified site. (The creation of the Facility Plan is included in the Phase I Scope of Services). On or before November 15, 2000, Consultant will finalize a related Scope of Services for the completion of the necessary tasks and services required to effectuate the Facility Plan. The compensation for this Scope of Services will depend upon the nature and requirements of the agreed-to Facility Plan. The professional fees associated with the implementation of the Facility Plan and any related financing activities (which are recognized and included in total project costs for purposes of financing) will be according to the following guidelines:
 - a. For facility planning, design and construction coordination, obtaining entitlements, project management and other development services required to complete development, construction, and/or renovations: 4% to 6% of actual costs, paid monthly over the duration of the design and construction process;
 - b. For Financing Support Services: 1.75% to 2.5% of total financing/funding, paid at financial closing and initial funding.

In addition, TEC will seek reimbursement for direct out-of-pocket expenses incurred in the performance of the scope of work. Direct out-of-pocket expenses will be documented and invoiced at TEC's cost, with no mark-up.



Description of Project Management Services:

The services to be provided relating to project delivery within the Facility Plan include the following:

In summary, TEC will serve as Client's overall development and construction manager for the project and will perform all coordinating functions necessary to achieve Client's design, construction, and completion goals using our strong management skills to adhere to budgetary constraints and scheduling time frames.

Pre-Construction: In general, TEC will perform all of the development management functions that are necessary to ready the project to proceed, up to the point when Client authorizes the commencement of Construction. Among the many responsibilities to be undertaken, TEC will review all relevant documents and entitlements to confirm the status and feasibility of the project, including but not limited to: zoning approvals/special exceptions, availability of utilities, engineering studies, environmental issues, traffic considerations (ingress/egress), applicable code changes and concerns, geo-technical conditions, and current processing requirements. TEC will examine all viable alternatives that could potentially enhance the project for Client as an economic investment (e.g., value-engineering items that will save money for Client).

TEC will obtain/confirm reliable construction budget estimates and then generate an updated line item development proforma for Client's review and approval. TEC will also produce and regularly update a master project timeline and schedule that includes all elements of the development process, showing critical path items and activities.

On behalf of Client, TEC will orchestrate a negotiated bid relationship with a preselected, qualified General Contractor (or if elected by Client, TEC will orchestrate a bidding process with a selected panel of general contractors, establish bidding schedules, conduct pre-bid conferences, administer the bidding process, receive/analyze the bids and recommend the award of the contract). TEC will assist in the preparation and negotiation of the general construction contract, including change order provisions, saving clauses, insurance coverage and bonding requirements, all subject to Client's approval. TEC will closely monitor and participate in the selection of all subcontractors.

TEC will generate regular status reports to Client and maintain close communication with Client's designated representatives. TEC will perform whatever additional assignments or functions that circumstances may dictate or that may be requested or required by Client or prevailing governmental authorities.



Construction: In general, TEC will perform all of the duties and responsibilities that are necessary to coordinate the construction and completion of the project. TEC will attend all job progress meetings in order to continually protect the best interests of Client. TEC will monitor and assist the Architect in obtaining all necessary permits, governmental approvals, authorizations, and construction inspections before, during and after construction. TEC will oversee and expedite the construction of the project, including regular construction and progress meetings with the General Contractor, the Architect, other consultants and the designated representatives of Client.

TEC will issue regular and timely reports to Client with respect to all construction and development activities. TEC will maintain current project accounting records that track all incurred costs and compare budgeted figures to actual. TEC will gather all project costs on a monthly basis, confirm the validity of all invoices, obtain lien waivers as deemed appropriate, and submit summary requisitions (with supporting backup) to Client (or to Client's financing source) for payment. TEC will implement rigorous quality control procedures throughout the construction process and ensure compliance with contracts and codes. TEC will recommend necessary or desirable construction or scope changes, negotiate change orders and maintain records of such changes.

TEC will supervise and coordinate the work of all consultants engaged to work on the Project. TEC will cause the Architect to inspect the work on a regular basis, to issue a certification of completion, and to assist in the preparation of a "punchlist" of unfinished or unsatisfactory items. TEC will coordinate all activities through Client's designated representatives and be available and responsive to Client at all times during the life of the project.

Staffing: TEC will commit the time, personnel and resources necessary to fully perform all of the services required to provide value-added management of the project, to complete the work in a cost-effective and high-quality manner and to protect the interests and fulfill the goals of Client.

APPENDIX 6 - Facility Information



December 20, 2000

Dear Members of the District of Columbia Charter School Board,

The purpose of this letter is to verify and outline the support of the KIPP Foundation for KEY Academy's charter application and hopefully ensuing educational mission.

The KIPP Foundation, a new private operating foundation, was launched this year by David Levin, co-founder of KIPP Academy, Scott Hamilton, Managing Director of the Pisces Foundation, and myself. The KIPP Foundation receives its funding from Doris and Donald Fisher, the founders of the Gap, Inc through their public charity, the Pisces Foundation.

The Pisces Foundation seeks to leverage change in public education—especially in schools serving disadvantaged students—through large, systemic investments in a small number of initiatives focused on bolstering student academic achievement. The KIPP Foundation, one of these initiatives, is training and supporting school leaders who want to start their own independent public schools based on the national acclaimed KIPP Academies in Houston and New York. Because aspects of the KIPP Foundation's program to promote and establish public schools in low income areas is consistent with the purposes of the Pisces Foundation, it has supported the inaugural year of the Fisher Fellowship, and one of these very first Fisher Fellows is Susan Schaeffler, who intends to found KEY Academy in Washington, DC with your approval.

KIPP is also prepared to provide a loan guarantee to help KEY Academy secure a facility for its use in the District of Columbia. The loan guarantee will support KEY Academy's efforts to finance the renovation or construction project to create this school facility.

Please let me know if there is further information that would be helpful. I look forward to working with you to help make KEY Academy a reality.

Sincerely

Michael Feinberg

CEO

KIPP Foundation

ONE MARRIME CLAZA, SCARE 1470
SAN FRANCISCO: CALHORNIA 9-1111
PHORE (415) 399-1556 — FAX: (415) 433-7-476
IntoWkipploundation.or;



SEDGWICK PROPERTIES DEVELOPMENT CORPORATION

2632 NORTH LINCOLN AVENUE CHICAGO, ILLINOIS 60614 PHONE: 773.348.4793

FAX: 773.348.2539

December 30, 2000

The KEY Academy

To Whom It May Concern:

The KIPP foundation on behalf of the network schools has retained the services of Sedgwick Properties Development Corporation as of June 28th, 2000 for facility and finance consulting. I am the sole owner of Sedgwick Properties and have been primarily responsible for coordinating the KIPP Foundation network school facility program. I have 10 years of real estate investment and development experience including extensive experience in commercial and residential real estate transactions. I have provided expertise to the KIPP Foundation on sight identification, facility inspection, terms negotiation, service contract negotiation, facility construction, construction negotiation, construction review, financing structure and financing contacts. I am pleased to report that the KEY Academy is entering into a 2 year lease agreement for temporary facilities with ARCH a local not for profit organization. We look forward to establishing a permanent facility solution for the KEY Academy.

Sincerely,

Marty Paris President



The Eastridge Companies Mission and Client Development Goals Education Industry

The Eastridge Companies ("TEC") is a real estate services firm that has a specialty in the planning, design, development management, and construction coordination of educational facilities in the United States. In conjunction with providing real estate acquisition, disposition and development services to the educational sector, The Eastridge Companies also pursues related investment and financing support – both for its own account and on behalf of education providers. In these investment pursuits, TEC has continuously worked to bring creative solutions to the challenging arena of financing educational facilities. TEC assesses prospective education-related clients to qualify them for potential financing and investment opportunities. The qualification criteria emphasizes:

- 1. Management expertise and organizational infrastructure commensurate with the operator's facility growth plan;
- 2. Financial wherewithal to support existing and planned facilities;
- 3. Educational plan and curriculum which provide high standard educational services and stringent review for effectiveness (test scores, etc);
- 4. Socially responsive business objectives that are clearly integrated into the marketing and financial plans; and
- 5. Distinct balance between the two basic "pillars" of an education business; those being,
 - a. Management/general business acumen of the principals (key employees)
 - b. Direct educational/academic experience.



THE EASTRIDGE COMPANIES

- 1. TERM: The initial term of this Agreement shall commence upon the date of execution of this Agreement by Client ("Execution Date") and shall extend for the period of time from the Execution Date to July 1, 2001 (hereinafter called the "Term") which is the target date for the opening of the school facility and the commencement of the school program. Notwithstanding, this Agreement shall be automatically extended thereafter, on a month-to-month basis, in the event that i) the defined Scope of Services (as may be amended, from time to time) is not fully completed by the end of the Term, or ii) Client requests, in writing, Consultant to continue its services.
- 2. SCOPE OF WORK: The specific services to be performed by Consultant are set forth in the attached Scope of Services, incorporated and made a part of this Agreement. In general, it is anticipated that the performed services will involve two phases of work and be memorialized in two separate Scopes of Services, attached and incorporated as Addenda to this Agreement. The two phases of work will be as follows:

Phase I:

- ✓ Site Identification
- ✓ Creation of the Facility Plan
- ✓ Compliance with DC Procurement Regulations

Phase II:

- ✓ Site Acquisition
- √ Financing Plan/Implementation (if required)
- ✓ Project Management Support and Project Administration (if required)

It is understood that Consultant's financing, project and construction management services are scoped in a preliminary manner for the purposes of finalizing this Agreement. Additionally, depending on the actual characteristics and condition of the identified site, any or all such services may or may not be required. At the time that Client and Consultant agree to the Facility Plan, if applicable, Consultant will provide a finalized Scope of Services for Project Management and Financing Support Services that reflects the specific needs of the Facility Plan. This finalized Scope of Services will replace the preliminary Phase II Scope of Services attached to this Agreement.



COMPENSATION:

Compensation for Phase I:

KEY Academy will pay TEC a "not-to-exceed" fee of \$9,500.00 for the completion of the Phase I services.

A first payment of \$5,000.00 shall be due and payable upon the execution of this Agreement. The remaining balance of \$4,500.00 will be billed upon the earlier of 1.) November 1, 2000 or 2.) the date upon which TEC identifies a site that meets KEY Academy's requirements and receives their preliminary acceptance. (Site acquisition efforts will then follow under the Phase II Scope of Services and may be subject to further financing requirements and the like).

In addition, TEC will invoice KEY Academy for reimbursement of direct out-of-pocket expenses incurred in the performance of the scope of work. During the Phase I Scope of Services, TEC will not incur any expenditure over \$150.00 without seeking prior approval.

Note: If possible, TEC will collect a real estate commission through a lease or purchase transaction (all brokerage fees paid will be fully disclosed to Client). This commission, once collected, will be credited against TEC's fees for completing the Phase II Scope of Services.

Compensation for Phase II:

The Fees associated with the Phase II Services (Site Acquisition, Project Management and Financing Support Services, as may be required) to be performed by Consultant shall be mutually determined and agreed to by Client and Consultant upon the final definition and delineation of the work and activities to be performed. The guidelines for determination of the compensation to Consultant for such Site Acquisition, Project Management and Financing Support Services are set forth in the attached Phase II Scope of Services.

As noted above, if possible, TEC will collect a real estate commission through a lease or purchase transaction (all brokerage fees paid will be fully disclosed to Client). This commission, once collected, will be credited against TEC's fees for completing the Phase II Scope of Services.

In addition to the Fees set forth in a finalized Scope of Services for Phase II, Client shall reimburse Consultant, at its cost, for all direct out-of-pocket expenses incurred by Consultant in the performance of the attached Phase II Scope of Services. Such costs may include, for example, long-distance telephone charges, reproduction of plans/specifications,



courier and overnight delivery charges, local transportation and parking, and authorized outof-town travel (transportation, meals, and lodging).

Billing Procedures:

Consultant shall invoice Client at the beginning of each month for any compensation to TEC due at the time according to the terms of this Agreement and any Addenda to this Agreement. Any incurred reimbursable expenses shall be included in Consultant's monthly invoices (together with paid receipts for all reimbursable expenses). In the event that the compensation payments (and/or any submitted reimbursable expenses) are not paid when due, then Client shall be responsible to pay all costs associated with Consultant's collection efforts, including reasonable attorneys' fees actually incurred by Consultant, plus interest at the rate of 15% per annum applied against all outstanding balances.

- 5. INFORMATION: Client shall provide Consultant with all pertinent information and data in its possession to facilitate Consultant's work and to help ensure its completeness, accuracy, and integrity. Any tendered information that is deemed, in writing, by Client to be proprietary shall be provided only to those requiring a need to know within Consultant's organization and shall be held in confidence. Unless otherwise agreed, Consultant shall retain title to and shall be the lawful owner of all materials produced or provided hereunder by Consultant, and Consultant's work products shall be prepared and delivered solely for the use of Client. Consultant's work may not be reproduced, distributed, or used in any way except as provided within the attached Scope of Services, without the prior written consent of Consultant. Client agrees to indemnify and hold Consultant harmless against all claims of any third parties to this Agreement, which claims arise out of, or relate to, the unauthorized use of Consultant's work products, its name, or any statement or opinion attributed to Consultant.
- 6. **DESIGNATED REPRESENTATIVES**: Client designates Susan Schaeffler as its authorized representative to give regular instructions and issue approvals, as may be needed, to Consultant, and Client agrees that Consultant may rely upon such instructions and approvals given by Client's designated representatives. Consultant designates Joe Smith and Susan Eastridge to be its authorized representatives for purposes of receiving information and instructions. From time to time, Consultant may replace said designated representatives with other qualified individuals, provided that the delivery of services remains at the same or higher level of performance. Consultant and Client shall use their respective best efforts to advise each other with respect to any material knowledge of which they become aware that may have relevant impacts on the Scope of Services to be performed by Consultant.



THE EASTRIDGE COMPANIES

- 7. STATUS AND RELATIONSHIP: In the performance of its duties hereunder, Consultant is and shall be deemed to be an independent contractor. Nothing contained within this Agreement shall be construed to create a partnership, joint venture or employment relationship between Client and Consultant. In the event that Client desires to have Consultant act for Client in any legal manner or situation, then Consultant shall be given a limited Power of Attorney that specifies the actions for which Consultant is empowered to act. Consultant shall have no authority to bind Client to any contract or other obligation without expressed written authorization.
- 8. EARLY TERMINATION: In the event that Client does not obtain final approval for its charter from the District of Columbia Public Charter School Board on or before February 28, 2001, then this Agreement shall automatically terminate and no further compensation shall be payable to Consultant, unless both parties mutually agree to continue Consultant's services through a subsequent approval cycle. In addition, this Agreement may be terminated by Client, with ten (10) days prior written notice, for cause, without penalty, prior to the end of the Term in the event that i) Consultant fails to perform its duties as set forth in the Scope of Services, and such failure continues uncured for thirty (30) days after its receipt of written notice, or ii) Consultant files a voluntary petition for bankruptcy or reorganization, or iii) a court of law enters a decree adjudicating Consultant to be bankrupt or insolvent. Further, Consultant may terminate this Agreement in the event that Client defaults in any of its obligations under this Agreement and such default continues uncured for thirty (30) days after its receipt of written notice. Lastly, this Agreement may be terminated, prior to the end of the Term, upon the mutual consent of both parties.
- 9. INSURANCE: During the Term of this Agreement, both Client and Consultant shall separately maintain business insurance protection in commercially reasonable amounts, covering property, general liability and workers compensation. Client shall name Consultant as an additional insured on its comprehensive general public liability insurance policy.
- 10. INDEMNIFICATION: Client agrees to indemnify, defend and hold Consultant (and its members, agents, officers, and employees) harmless from and against any and all liability, loss, or expense resulting from any claim, action, suit or damage brought against Consultant by any third party in connection with the specified services performed or provided under this Agreement, except in situations involving Consultant's actions that are outside the scope of this Agreement or that are a direct result of Consultant's gross negligence, fraud or intentional misrepresentation. Consultant agrees to indemnify, defend, and hold Client (and its trustees, agents, officers, and employees) harmless from and against any and all liability, loss, or expense resulting from any claim, action, suit, or damage brought against Client as a result of Consultant's actions that are outside the scope of this



THE EASTRIDGE COMPANIES

Agreement or that are a direct result of Consultant's gross negligence, fraud, or intentional misrepresentation.

- 11. LIMITATIONS: Consultant's responsibilities shall be limited to providing charter school consulting services based upon Consultant's experience and expertise in such matters. Consultant assumes no responsibility for the accuracy or correctness of any materials produced by third parties. Consultant makes no representations with respect to the efficacy of any legal documents that may be applicable to the Scope of Services. Client understands that delays may be encountered beyond Consultant's control relative to jurisdictional reviews and approval time frames that may be needed by Client. All relevant contractual relationships with third parties shall be directly between Client and such third parties.
- 12. NOTICES: All notices required in writing under this Agreement shall be transmitted by registered or certified mail or by facsimile transmission or telegram confirmed by a subsequent written letter; or by electronic mail, if confirmed by a subsequent written letter, to the party at the address noted below:

The Eastridge Companies, LLC 1225 19th Street, NW, Suite 850 Washington, DC 20036 Attn: Susan H. Eastridge KEY Academy Public Charter School
7,120 Beechnut
Houston, TX 77074
Washington, DC
Attn: Susan Schaeffler

- 13. ASSIGNMENT: This Agreement is binding upon the successors and assigns of either party. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.
- 14. **EXCULPATION**: Both Client and Consultant acknowledge that the members, trustees, officers, directors and employees of their respective organizations have no personal liability for obligations under this Agreement.
- Applicable LAW: the laws of the District of Columbia shall govern This Agreement. Any claim, controversy or dispute between the parties, their members, employees, officers, directors or affiliated agents ("Dispute") shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall have authority to award compensatory damages only. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The laws of the District of Columbia shall govern the construction and



interpretation of the Agreement, and the arbitration shall occur in the District of Columbia. It is expressly agreed that either party may seek injunctive relief in an appropriate court of law or equity pending an award in arbitration.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Client and Consultant with respect to the Scope of Services, as may be amended from time to time, and the associated duties set forth herein.

[SIGNATURES ON FOLLOWING PAGE]



ACCEPTED and AGREED:

KEY Academy Public Charter School,

a District of Columbia non-profit an Arizona limited liability company corporation

BY:

BY:

NAME: Susan A. Schoe Her

NAME: Susan H. Eastridge

ITS: Chairperson

ITS: Managing Member

DATE: 9-20-50 DATE: 9-16-50

APPENDIX 7 – KEY's In School Suspension Regulations ISS

KEY In School Suspension (ISS) REGULATIONS

The ISS is KEY's "time out." It is where the students re-learn the expectations as a member of the KEY Academy and it is the consequence to reinforce the values of making good decisions. ISS means that the student must work in isolation in the classroom; instead of sitting with the group, the student sits apart from the other students. He or she still receives all the instruction and is expected to complete the same class work and homework, but the student works alone. Furthermore, a student on ISS eats at a separate table at lunch and breakfast, does not receive the above-and-beyond snack which the teachers provide as a reward late in the afternoon, and walks in the back of lines. ISS students must ask permission from the teacher to enter and leave a classroom, so the teachers can monitor behavior better and provide focus at the beginning of every class period. All the teachers are aware that they are on ISS and can make sure they are following the rules well enough to resume normal classroom operation as quickly as possible. The school pays for lunch for ISS students on Saturdays, but it is not the same meal that other students receive (usually the meal for ISS students is all-you-can-eat peanut butter and jelly sandwiches, while students who are not on ISS are treated to some type of fast food meal). Finally, being on ISS means that the student jeopardizes the chance to go on field trips.

There are two reasons for the existence of ISS. This consequence reinforces the basic reward and punishment system of KEY and life in general: good things happen when an individual makes right choices and bad things happen when an individual makes wrong choices. Second, KEY places a high value on the concept of TEAM. Students are expected to contribute to the team of students and teachers by respecting others and doing their share of the work. ISS is a consequence where all the benefits of the TEAM are taken away and thus, the students comes to value the advantages of being a member of the KEY TEAM.

Teachers in KEY send students to ISS for violating the commitments to which the students agreed when they signed the contract to enter KEY:

STUDENT'S COMMITMENT:

I fully commit to KEY in the following ways:

I will arrive at KEY every day by 7:30 A.M. (Mon. - Fri.)

I will remain at KEY until 5:00 P.M. (Monday - Thursday) and 3:30 P.M. on Friday.

I will come to KEY on appropriate Saturdays at 9:30 A.M. and remain until 1:00 P.M.

I will attend KEY during summer school.

I will always work, think, and behave in the best way I know how and I will do whatever it takes for me and my fellow students to learn. This also means that I will complete all my homework every night, I will call my teachers if I have a problem with the homework or a problem with coming to school, and I will raise my hand and ask questions in class if I do not understand something.

I will always make myself available to parents, teachers, and any concerns they might have. If I make a mistake, this means I will tell the truth to my teachers and accept responsibility for my actions.

I will always behave so as to protect the safety, interests, and rights of all individuals in the classroom. This also means that I will always listen to all my KEY teammates and give everyone my respect.

I will follow the KEY dress code.

I am responsible for my own behavior.

Failure to adhere to these commitments can cause me to lose various KEY privileges, spend time in ISS, and can lead to returning to my home school.

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Specifically, the students go to ISS for not completing homework without calling a teacher, not bringing work home or to the classrooms, continually not participating in class when it is apparent the student needs help or is confused, not communicating with a teacher when there is a problem with completing the work, and committing disrespectful acts to fellow classmates or teachers.

The time spent in ISS depends on the conduct and actions of the student. The manner in which a student leaves the ISS is by demonstrating to the teachers through actions that he or she has learned the lesson, wants to improve on the mistakes, and is willing to change the bad habits which caused the punishment in the first place. This is a subjective judgment on purpose; there are different levels of severity for actions which deserve the ISS, and thus, the duration cannot be uniform for all students. Generally, a minor violation that did not occur a great deal in the past will result in ISS for 1-2 days. Students who are assigned to ISS due to repeated bad choices or one severe bad choice will spend a week on the ISS. It should be noted that if bad conduct or bad actions continue while in ISS, the student will not return to class, but will continue to stay in ISS until he or she has demonstrated a change in work and behavior habits.

KEY sets the students up for true success. Every student is very capable of making the necessary choices to always avoid ISS. ISS is not linked to grades; it is directly linked to the level of effort the students choose to make and this effort is judged by teachers who evaluate each student's individual progress. The ability to contact a teacher 24 hours a day, 7 days a week greatly helps to ensure that the students can always demonstrate a high level of effort.

There are too many obstacles facing KEY students in their quest to go to college. With the effort they are making to overcome these unfair, overwhelming odds, the children do not deserve to lose out on educational opportunities due to other students in the same classroom who are negatively contributing to the overall dynamics of the learning environment. ISS serves to insulate the students who want to learn from these negative influences, and motivates students who cause problems to make the necessary changes in order to positively contribute to the KEY TEAM.

APPENDIX 8 - Curriculum Samples

DISTRICT OF COLUMBIA PUBLIC SCHOOLS



Grade 5 Reading/Language Arts



REACHING HIGHER: ON THE ROAD TO EXEMPLARY ACHIEVEMENT

Language as Meaning Making

Content Standard 1:

Students comprehend and compose a wide range of written, oral and visual texts.

Performance Standards	Essential Skills	Technology Integration
the state of the s	reads fictions from at least 3 literacy forms) and non-fiction (including autobiographies and biographies); understands the difference between fiction and non-fiction and critiques several versions of the same story;* reads a variety of texts reflecting own and others' cultural heritage; recognizes and understands literacy devices including metaphors, analogy, irony, exaggeration and personification;* interprets and compares text and evaluates author's purpose; recognizes different points of view and cultural perspectives of materials read; evaluates own reading progress and set goals; discusses implied motives of characters as evidenced in the text; learns and uses new vocabulary; lidentifies plot, character development and symbolism in literature.	The student: uses input devices (e.g., mouse, keyboard, remote control) and output devices (e.g., monitor, printer) to successfully operate computers, VCRs, audio tapes, and other technologies; uses developmentally appropriate multimedia resources (e.g., interactive books, educational software, elementary multimedia encyclopedias). uses library media and technologies to improve achievement. independently uses electronic references, such as thesaurus and grammar checkers to edit papers and reports.

Language as Meaning Making

Content Standard 1. Students comprehend and compose a wide range of written, oral and visual texts.

Performance Standards	Essential Skills	Technology Integration
Firement - 4 / A / A / A	The student:	The student:
reads and comprehends informational materials:	• combines background knowledge with analysis of	• uses developmentally appropriate multimedia
《大学》,"我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	text to forecast changes in stories and topics	resources (e.g., interactive books, educational
• develops understanding and produces written or oral	develops generalizations from examples in	software, elementary multimedia encyclopedias);
work that restates or summarizes information;	informational texts;	The state of the s
• relates new information to prior knowledge and	recognizes various structures of informational text	
experiences;	as aids to comprehension, e.g. main idea and details	
• makes connections to related topics or information.	sequence, compare and contrast; composes simple persuasive essays;	
The state of the s	• identifies how literary forms are used in text; gives	
	the meanings and discusses how this aids	
	comprehension (e.g., alliteration, hyperbole,	
The state of the s	metaphor);	
	applies thinking strategies to aid understanding	
	(including ability to question, summarize, analyze,	
	compare, interpret and evaluate);	
demonstrates a basic understanding of the rules of	uses Standard English conventions for writing;	
the English language in written and oral work.	• shows proper use of colon, semicolon, hyphen,	• independently uses electronic references, such as
And the transfer of the state o	apostrophe, and quotation marks;applies spelling rules correctly;	thesaurus, spell and grammar checkers to edit papers
analyzes and revises work to clarify it or make it	 distinguishes between declarative, interrogative, 	and reports.
more effective in communicating the intended	imperative, and exclamatory sentences;	
message or thought;	• uses the correct paragraph format and provides	
• adds or deletes details;	smooth transitions between paragraphs;	
• ; clarifies difficult passages;	 uses passive and active verbs to match purposes; 	
organizes writings to improve work.	uses commas to punctuate writings	An Oliver Control of the Control of
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Langüäge as Meaning Making

Content Standard 1: Students comprehend and compose a wide range of written, oral and visual texts.

Performance Standards (2)	Essential Skills	Technology Integration
The student:	The student:	The student:
• reads aloud, accurately (in the range of 85-90%) by	• attends to topic, purpose, audience, and form;	records and evaluates own reading.
reading with a rhythm, flow and meter that sounds	• understands and uses the writing process to improve	
like everyday speech.	written products;	
	• self-corrects when subsequent reading indicates an	
	earlier miscue;	
	• using a range of cueing systems, e.g., phonics and	
	context clues, to determine pronunciation and	
	meaning	
	develops a reading vocabulary to support fluency and construction of meaning;	
	understands the pronunciation of special spelling	
	combinations (e.g.,squ-, dge);	
	T. San San San San San San San San San San	
	La destination of the second o	
	• recognizes most words in grade appropriate texts;	And the second s
	uses appropriate phrasing and pauses for	
	punctuation;	
	• uses inflection for dialogue;	
	• uses syllabication rules to aid in pronunciation of	
	unknown words.	
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Language as Meaning Måking

Content Standard 1: Students comprehend and compose a wide range of written, oral and visual texts.

Performance Standards	Essential Skills	Technology Integration
	TO SERVE THE PROPERTY OF THE P	
The student:	The student:	
• demonstrates familiarity with a variety of functional		ry media and technologies to improve
documents that:	persuasive text; achievem	ent.
- identifies the institutional context of the	• interprets functional documents for purpose and	
document;	function;	
identifies the sequence of activities needed to		
carry out a procedure.	• follows sequence to accomplish task;	
	demonstrates an understanding of writing effective	
	paragraphs with topic sentence, sufficient details,	
	and a conclusion;	•
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		STORE STANDARD COMMENT

Language as Literature

Content Standard 2: Students respond in many ways to a rich variety of literary texts and relate texts to their lives and the lives of others

Performance Standards	Essential Skills	Technology Integration
The student:	The student:	The student:
• responds to nonfiction, fiction, poetry and drama:	Iistens to, reads, views and experiences rich	uses developmentally appropriate multimedia: resources (e.g., interactive books, educational explanations).
- identifies recurring themes across works;	◆ analyzes the reasons for a character's action:	software, multimedia encyclopedia).
 considers the differences among genres; explains the reasons for a character's actions, 	Luses knowledge of various cultural heritages and traditions;	
taking into account the situation and basic motivation of the character;	• understands relationships in literature and other content areas:	
critiques the degree to which a plot is realistic or unrealistic;	finds in themselves and others the traits and behaviors of characters in the work;	
gives opinions and draws conclusions about theme, events, characters, and setting;	becomes familiar with words from other languages as they are used in literature;	्राची विकास के प्रमुख्य के अपनी स्थापन के किस के किस की किस की किस की किस की किस की किस की की की की की की की क की किस की की की की की की की की की की की की की
 gives reasons in support of opinions expressed; 	explains problem/solutions and main idea and provides evidence by referring to the text;	
	demonstrates awareness of vocabulary and dialect appropriate to culture in the multicultural literature;	
 produces work in at least one literary genre that follows the conventions of that genre. 	• begin to identify, analyze and assess bias in all	creates basic multimedia project that includes video, sound, pictures;
follows the conventions of that genre.	• an understands the characteristics of different genres;	using desktop publishing and multimedia tools.
	incorporates appropriate literary features of that genre (mystery and science fiction).	

DISTRICT OF COLUMBIA PUBLIC SCHOOLS ENGLISH BENCHMARKS

Language as Meaning Making / Language as Eiterature

content Standard 1: 38 Students comprehend and compose a wide range of written, oral and visual texts in the process of making meaning.

ontent Standard 2:3.4. Students respond in many ways to a rich variety of literary texts and relate them to their own lives and the lives of others.

		A CONTRACT OF STATE O	Seattle than to be a
By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
read multicultural fiction and non- fiction at Reader Stage F with accuracy and comprehension that identifies main idea; retells in correct sequence in detail	 read fiction (from at least 3 literary forms) and non-fiction at Reader Stage H with accuracy, fluency, and comprehension that identifies main idea and supporting 	read fiction (from at least 3 literary forms) and non-fiction at Reader Stage K with accuracy, fluency, and comprehension. The reading should include contemporary works and informational materials;	• read fiction (from at least 3 literary forms) and non-fiction at Reader Stage I with accuracy, fluency, and comprehension. The reading should include literature, texts, and informational materials;
using story elements; - predicts and infers with supporting evidence; - determines cause and effect; - differentiates between reality and	details; - recognizes and understands literary devices including simile, exaggeration and personification; - interprets and compares text;	- summarize; - recognize and understand literary devices including metaphor, analogy, irony;	 summarize; understand how literary devices affect meaning; evaluate texts for fact and opinion,
fantasy; — connects text and personal experience — summarizes;	evaluates author's purpose; differentiates between fact and opinion;	evaluate texts for fact and opinion, accuracy and relevancy;	accuracy and relevancy;
• Fread the equivalent of thirty books per year to learn about people, places, and concepts.	read the equivalent of thirty books per year.	read the equivalent of thirty books per year to identify favorite genres.	 read the equivalent of thirty books per year.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS ENGLISH BENCHMARKS

Language as Meaning Making / Language as Literature

Content Standard 1: Students comprehend and compose a wide range of written, oral and visual texts in the process of making meaning.

Content Standard 2: Students respond in many ways to a rich variety of literary texts and relate them to their life.

	2. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	The Hotel Control of the Control of	一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一一
By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
• fead and interpret directions, forms, schedules and ads;	read and use directions; schedules, charts, identifies, locales, and uses	select and reads several sources on one topic;	recognized increate points of view and cultural and historical
	reference sources;		Topasjaciivastinin läitlitiisid
locate simple facts using a variety of references;	compare/contrast literary works; e.g., poetry, fables, stories and novels;	recognize different points of View and cultural perspectives in materials;	• compare/contrasterriteal elements within and between letters
apply the conventions of edited	recognize different points of views in	evaluate own reading progress and	• criticize research/indings
American English;	materials read;	sets goals;	develop expanded vocabulary using.
 use and apply word attack skills and vocabulary building strategies; construct meaning from text using 	evaluate own reading and writing against specific criteria and revised work;	compare/contrast critical elements within and between texts;	multiple strategies.
appropriate strategies with accuracy and fluency;	• develop expanded vocabulary, using	 use vocabulary building strategies to identify new words; expands 	
proofread for capitals endings and punctuation.	context clues, synonyms, and other strategies.	vocabulary.	

DISTRICT OF COLUMBIA PUBLIC SCHOOLS ENGLISH BENCHMARKS

Language as Meaning Making / Language for Research and Inquiry

Content Standard 1:

Students comprehend and compose a wide range of written, oral and visual texts in the process of making meaning.

Content Standard 3:

Students use language and symbol systems (e.g., timelines, maps, graphs, and charts) to define as indicated problems, retrieve interpret, and organize information, and communicate that information to defined audiences.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will: write an effective story of personal narrative; personal letter; and brief report; writes topic sentences, supporting details and concluding sentences; retrieve information from timelines, maps, graphs and charts;	 write and effective procedure or set of instructions; research report; detailed narrative; and response to literature; organize ideas and information from timelines, maps, graphs and charts; 	The student will: write an effective procedure or set of instructions; business letter; research report, including bibliography; detailed narrative; persuasive or evaluative essay and response to literature; evaluate and synthesis of information from timeline; maps, graphs and charts;	write an effective explanation of a procedure in the student's area of expertise; letter of application and resume; research paper; reflective essay; persuasive or evaluative essay; response to literature; and journalistic account; generate ideas and pose questions from timelines, maps, graphs, and charts;
 edit and revise written work proofread for capitals, commas, punctuation, and spelling; distinguish between correctly formed sentences and sentence fragments, run-ons, and awkward constructions; revise work to make it more effective in communicating the intended message. 	 edit and revise written work: proofread for capitals, commas, punctuation, spelling, and paragraphing; revise for clarity and cohesiveness; vary sentence structure and uses literary devices where appropriate. 	edit and revise written work proofreads for capitals, commas, punctuation, spelling, and paragraphing; revises work to make it more effective in communicating the intended message; varies sentence structure and uses literary devices where appropriate.	 edit and revise written work; proofread for capitals, commas, punctuation, spelling, and paragraphing; revise work to make it more effective in communicating the intended message; vary sentence structure and uses literary devices where appropriate.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS ENGLISH BENCHMARKS

Language as Meaning Making / Language for Research and Inquiry

Content Standard 1:

Students comprehend and compose a wide range of written, oral and visual texts in the process of making meaning

Content Standard 3:

Students use language and symbol systems (e.g., timelines, maps, graphs, and charts) to define as indicated problems, retrieve interpret; and organize information, and communicate that information to defined audiences.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
 write for peer audience; use writing process, e.g., pre-writing, drafting, revising, editing, and publishing; 	write for peer and adult audiences; uses technology for publication of work;	apply written forms to real life situations;	design and present real life projects which integrate language arts, other curricular areas, and technology;
• illustrate with drawings;	 illustrate with drawings, diagrams, maps, charts, etc.; organize ideas in outline, graphic organizers, concept webs, etc.; 	design and presents projects which integrate all the language arts and technology;	design and presents projects which integrate all the language arts and technology;
use technology for publication of work;	uses the internet to collect information;	use the internet for research purposes and accessing information;	use the internet for research purposes and accessing information;
evaluate own writing against specific criteria and revises text to meet the standard.	evaluate own writing against specific criteria and revises work.	evaluate own writing against specific criteria and revises work to meet the standard.	evaluate own writing against specific criteria and revises work to meet the standard.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS ENGLISH BENCHMARKS

Language for Research and Inquiry

Content Standard 4:

Students use language in a variety of social contexts, participate in a number of language communities, and understand the social and cultural influences on text.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
identify and exhibit appropriate audience behavior;	• identify and exhibit appropriate audience behavior;	 exhibit appropriate audience behavior; comprehend an oral presentation; 	exhibit appropriate audience behavior;
• comprehend an oral presentation;	comprehend an oral presentation; identify purpose, main idea, and details; summarizes and interprets	identify purpose, theme, and point of view; summarize and interpret content;	comprehend an oral presentation; analyze the relationship between
o lidentifysmathidea and sequence;	content; evaluate presentation for ———————————————————————————————————	evaluate presentation for	purpose, theme, and point of view - inferences and generalizations from content;
	- accuracy of evidence; - organization;	-fact or opinion; -credibility; -organization;	
s englyszijisija/@danihosz	e analyze media for purpose and	-language and style; analyze media for bias and effective	analyze speech and media for
	A secretly ping	use of media techniques.	- propaganda techniques; - faulty reasoning;
			— motivation; — delivery techniques.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS ENGLISH BENCHMARKS

Language for Research and Inquiry

Content Standard 4: Students use language in a variety of social contexts, participate in a number of language communities, and understand the social and cultural influences on text.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
 participate in group discussions contribute; take turns; use respectful language and behavior, 	participate in/or leads group discussions — contribute cooperatively; — use respectful language and behavior; — facilitate group results;	 participate in/or lead meetings; express self accurately and clearly; acknowledge differing viewpoints; use respectful language and behavior; facilitate group results; 	organize a program or a meeting; establish purpose; plan an agenda; create a time line; provide for multiple viewpoints;
obtain telephone assistance;	• obtain and provide assistance orally;	participate in debates and panel discussions;	participate in debates and panel discussions;
give and understand simple oral directions;	give and understand oral directions; make personal and group	give and understand more complex oral directions;	• conduct interviews.
make personal introductions.	introductions.	conduct an interview.	Conduct mentalisms.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS ENGLISH BENCHMARKS

Language for Research and Inquiry

Gontene Standard 4: Students use language in a variety of social contexts, participate in a number of language communities, and understand the social and

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BVIncention Grantical	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
Michiganicom	The student will.	The student will	The student will:
e mingeniera mesminon(co m) est	• ? make an oral presentation to an	make an oral presentation to an	make an oral presentation to an
militarea	and appropriate language;	audience intended to persuade them to a particular point of view using multiple sources, appropriate media,	audience about a civic issue proposing a plan of action and using
a market		the elements of delivery, and respectful and accurate language;	- a variety of sources; - multiple media;
		The state of the s	- the elements of delivery; - respectful and accurate language;
• use and understands nonverbal	use and understand nonverbal	create and revise nonverbal messages.	create and revise nonverbal
messages.	messages.	Service Williams College (1997)	messages;
The state of the control of the state of the		And the second s	plan and develop a research paper or project.
		Programme and the second secon	A Mariana da de la compansión de la compansión de la compansión de la compansión de la compansión de la compan Mariana de la compansión de la compansión de la compansión de la compansión de la compansión de la compansión de

DISTRICT OF COLUMBIA PUBLIC SCHOOLS



Grade 5 Mathematics



Number and Operation

Content Standard 1:

The student interprets multiple uses and forms of numbers and how they relate to each other; fluently uses computational tools and strategies; estimates when appropriate; and solves real-life and career- related problems.

Performance Standards	Essential Skills	Technology Integration
Performance Standards The student: accurately adds, subtracts, multiplies rational numbers with and without calculators; uses and understands the inverse relationship between addition and subtraction, multiplication and division; accurately applies and converts between common	Essential Skills The student: recalls multiplication and related division facts through 12 x 12;* extends understanding of whole number place value of very large whole numbers and of decimals through thousandths;* uses powers of 10 and exponential and expanded	The student: uses communications and productivity software; maintains proper care of equipment;
fractions and decimal equivalents; uses the characteristics of numbers with properties of operations; interprets percent as part of 100; uses ratios to express "part-to-part" and "whole-to-whole" relationships; orders numbers with < and > relationships and by location on a number line; applies appropriate strategies to reason and solve problems.	notation as ways to name numbers;* represents numbers in bases other than 10; rounds whole numbers to the nearest hundred thousand and decimals through thousandths;* computes using whole numbers;* applies divisibility rules for 2, 5, 10 and 3 and 9; determines factors, multiples, composite and prime numbers.	 uses word processing software to create journal entries and learning logs that reflect understanding of number and operation concepts.

Number and Operation

Content Standard 1:

The student interprets multiple uses and forms of numbers and how they relate to each other; fluently uses computational tools and strategies; estimates when appropriate; and solves real-life and career- related problems.

Performance Standards	Essential Skills	Technology Integration
	The student:	
	verifies the relationship between whole numbers, decimals and fractions;*	
	models percent using concrete objects and pictures.*	

^{*} Indicates skills that align with the Stanford-9 Achievement Test

Patterns, Functions and Algebra

Content Standard 2:

The student generalizes patterns and functional relationships; uses symbols to represent mathematical situations; analyzes change in real and abstract situations; and solves real-life and career-related problems.

Performance Standards	Essential Skills	Technology Integration
Performance Standards The student: discovers, describes and generalizes patterns; represents relationships with tables and graphs; uses letters, boxes or other symbols correctly in number sentences; applies appropriate strategies to reason and solve problems.	Essential Skills The student: finds patterns using lists, charts, and diagrams to generalize a rule;* uses variables to express a number pattern rule; identifies numerical relationships and states the rule using algebraic symbols; applies inverse operations for addition and subtraction; multiplication and division to solve problems; applies the distributive property of multiplication to solve problems;	The student:

Data Analysis, Statistics and Probability

Content Standard 3:

The student collects, organizes, represents, evaluates and interprets data; makes predictions based on data; applies basic understandings of chance and probability; and solves real-life and career- related problems.

Performance Standards	Essential Skills	Technology Integration
Performance Standards The student: collects, organizes and displays data with tables, charts, and graphs; calculates range, mean and median; makes conclusions and recommendations based on data analysis; applies appropriate strategies to reason and solve problems.	The student: collects data, creates and interprets a variety of graphs (bar graphs, histograms, line graphs, circle graphs and stem-and-leaf plots);* uses range, mean and median to interpret data sets;* determines the number of possible outcomes;* calculates the probability of the occurrence of simple events;* makes predictions based on the sample data;*	The student: uses communications and productivity software; maintains proper care of equipment; uses the Internet to research and retrieve information; uses four function/fraction calculator to solve problems; uses a database to record and interpret information; uses spreadsheets to record, display and analyze
	expresses probability as a ratio or percent; designs and conducts simple surveys and experiments.	 uses spreadsheets to record, display and analyze data; uses word processing software to create journal entries and learning logs that reflect understanding of data analysis, statistics, and probability concepts.

Geometry and Spatial Sense

Content Standard 4:

The student analyzes characteristics of two and three-dimensional geometric objects; uses visual and spatial reasoning to analyze mathematical situations; and solves real-life and career-related problems.

Performance Standards	Essential Skills	Technology Integration
Performance Standards The student: identifies two-and three-dimensional objects including squares, triangles, other polygons, circles, cubes, rectangular prisms, pyramids, spheres and cylinders; recognizes similarity and rotational and bilateral symmetry in two-dimensional figures; refers to geometric shapes and uses terms correctly; uses appropriate mathematical language to communicate about mathematics; applies appropriate strategies to reason and solve problems.	Essential Skills The student: measures and identifies types of angles and triangles by their properties;* constructs and compares properties of regular polygons and polyhedra;* develops and applies formulas for area of squares, parallelograms and triangles;* describes the relationship between radius and diameter, circumference and diameter; locates and names points on a graph and in the first quadrant of a coordinate grid; draws figures according to a given scale;*	Technology Integration The student: uses communications and productivity software; maintains proper care of equipment; uses the Internet to research and retrieve information; uses four function/fraction calculator to solve problems; uses digital imaging software to create polygons; uses word processing software to create journal entries and learning logs that reflect understanding of geometry and spatial sense concepts.
	 models volume of rectangular prisms using concrete objects; describes and draws transformations of congruent figures (identifies the results of slides, flips & turns). 	

Measurement

Content Standard 5:

The student selects and use appropriate tools and units for systems of measurement; applies a variety of techniques to determine measurements; and solves real-life and career-related problems.

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Number & Operations

Content Standard 1: The student interprets multiple uses and forms of numbers and how they relate to each other, fluently uses computational tools and strategies, estimates when appropriate, and solves real life and career-related problems.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
construct number meaning for whole numbers;	construct number meaning for fractions, decimals and integers;	 construct number meaning for rational numbers and their equivalent forms, including whole numbers, decimals, fractions, and integers; 	construct meaning of real and complex numbers and their equivalent forms;
 count, order and compare whole numbers; 	count, order and compare whole numbers, fractions, decimals and integers;	count, order and compare rational numbers;	count, order, compare, and understand the relative magnitude of real numbers;
estimate and round numbers to determine the reasonableness of results;	estimate and round, choose the appropriate operation and determine reasonableness of results;	apply place-value concepts of decimal numerals and scientific notation as they estimate, round, choose the	know when estimation is an appropriate response and determine the appropriate degree of
describe and use the relationships between addition and subtraction;	describe and use the relationships among the four basic operations;	appropriate operation and determine reasonableness of results;	accuracy and use the appropriate computational method to complete the associated computation;
model and demonstrate addition, subtraction, multiplication and division of whole numbers; .	use computational algorithms to add, subtract, multiply and divide whole numbers;	 investigate and demonstrate the properties of numbers and operations (e. g. divisibility, prime factorization, powers, square roots, associativity, commutativity and order of operations); 	 investigate, demonstrate and apply the properties of numbers and number systems when simplifying algebraic expressions, equations,, sequences and series;
model and represent common fractions and decimals.	 add and subtract common fractions and decimals. 		apply and analyze algorithms and solve enumeration problems;

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Number & Operations

Content Standard 1: The student interprets multiple uses and forms of numbers and how they relate to each other; fluently uses computational tools and strategies, estimates when appropriate; and solves real life and career-related problems.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
		 demonstrate an understanding of and develop algorithms to solve problems involving fractions, decimals, percents and integers; estimate, then select and use appropriate computational methods with rational numbers (i. e. paperpencil, mental, calculators, or computers). 	The student will: • select and use appropriate computational methods with real and complex numbers (i. e. paperpencil, mental, calculators, or computers).

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Patterns, Functions and Algebra

Content Standard 2: The student generalizes patterns and functional relationships, uses symbols to represent mathematical situations, analyzes change in real and abstract situations, and solves real life and career-related problems.

	By the end of Grade 3		By the end of Grade 5		By the end of Grade 8		By the end of Grade 11
Th	ne student will:	The student will:		The student will:		The student will:	
•	identify, analyze and extend linear patterns; develop and use symbolic representations of number patterns;	d gr	identify, describe and extend geometric and numeric patterns that grow and shrink; use variables to represent unknown quantities in expressions and number	•	describe, extend and find the missing elements in geometric or numeric patterns; apply the concept of variable as used in expressions and equations;	•	investigate, describe and extend patterns involving one or more variables; represent situations that involve variable quantities with
			sentences;				expressions, equations, inequalities, systems of equations, and other discrete structures;
•	generate simple function tables based on real life situations;	y	represent and record numerical relationships using tables and graphs;	•	describe, represent and extend number patterns with tables, graphs and rules;	•	use representations (numerical, graphical, verbal and symbols) to interpret the situations they
•	model properties of numbers;	2	use number properties to solve problems;	•	apply the properties of number and operations to simplify numeric and algebraic expressions;		represent;
•	use objects to generate and solve simple equations.	7	solve simple linear equations.	•	develop equations and inequalities to represent problem situations;	•	apply the properties of number and operations to solve problems that involve equations, inequalities,
				•	solve linear equations and inequalities using concrete, informal and formal methods;		matrices, and other discrete structures;

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Patterns, Functions and Algebra

Content Standard 2: The student generalizes patterns and functional relationships; uses symbols to represent mathematical situations; analyzes change in real and abstract situations; and solves real life and career-related problems.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
		The student will:	The student will:
		 analyze functions to explain how a change in one quantity results in a change in another quantity; 	represent, model, and generalize a variety of problem situations which are associated with functions;
		use symbolic algebra to represent situations and solve problems that involve linear relationships.	use expressions, matrices, equations, and inequalities and functions when solving problems in real and abstract contexts.
			,

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Data Analysis, Statistics and Probability

Content Standard 3:

The student collects, organizes, represents, evaluates and interprets data; makes predictions based on data; applies basic understandings of chance and probability; and solves real life and career-related problems.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
 collect, display and interpret data in simple charts, tables, graphs and tally charts; 	collect and organize data using appropriate tables and graphs (e. g. bar graphs, line plots, stem and leaf plots, circle and line graphs);	 construct and interpret tables, charts, and graphs (e. g. frequency tables, histograms, scatter grams, circle graphs, tally charts, double bar and line graphs); 	apply statistical measures to describe and analyze data;
 conduct experiments involving chance and compare results to predictions; 	design data investigations to answer questions;	collect, organize, and interpret data obtained from random samples;	 interpret and communicate the findings and validity of a statistical study;
• use sample data to predict outcomes about the entire population.	use measures of central tendency to describe data sets;	make and test inferences based on analysis of data;	distinguish among different sampling models and their uses;
	estimate and test probabilities of outcomes, and describe degree of certainty.	determine measures of central tendency and use the appropriate measure(s) to describe data sets;	distinguish between dependent and independent events;
		develop and use formulas for quantifying events and outcomes;	use empirical and mathematical probability in problem situations;
		find and compare empirical and mathematical probabilities.	 describe normal distributions and their prevalence and significance in real-world contexts.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS BENCHMARK DOCUMENT

Geometry and Spatial Sense

Content Standard 4: The student analyzes characteristics of two and three-dimensional geometric objects; uses visual and spatial reasoning to analyze mathematical situations; and solves real life and career-related problems.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
 describe attributes and parts of two- and three-dimensional shapes; identify two- and three-dimensional shapes that are similar, congruent and symmetrical; 	identify and analyze attributes of two- and three-dimensional geometric figures in order to classify them; describe line and rotational symmetry in two-dimensional shapes;	 recognize and apply geometric ideas, relationships and models outside the mathematics classroom; describe, compare and classify two-and three-dimensional geometric shapes; 	 use models to identify properties of non-Euclidean geometries; apply the properties of two and three-dimensional geometric shapes to solve problems;
 identify and create rotations and reflections of two- and three- dimensional figures and objects; 	predict the results of slides, flips, and turns in two-dimensional figures;	solve problems involving perimeter, area, volume, coordinates, and other geometric concepts;	describe how dimensional changes affect changes in other measures of two- and three- dimensional figures;
 create mental images of geometric shapes and identify the shapes from different perspectives. 	identify a three-dimensional shape from a two-dimensional view.	apply the properties of similar, congruent and symmetrical figures to solve problems;	use deductive reasoning to apply the properties and concepts of rotational and line symmetry, similarity, and congruence;
		identify, construct and apply the properties of transformations (translations, rotations, reflections, scalings) of plane figures;	describe and construct transformations on a coordinate grid;

DISTRICT OF COLUMBIA PUBLIC SCHOOLS BENCHMARK DOCUMENT

Geometry and Spatial Sense

Content Standard 4: The student analyzes characteristics of two and three-dimensional geometric objects; uses visual and spatial reasoning to analyze mathematical situations; and solves real life and career-related problems.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
		The student will: construct two-dimensional representations of three-dimensional shapes; create and critique inductive and deductive arguments concerning geometric ideas and relationships.	 Construct two-dimensional representations of three-dimensional shapes and vice-versa; apply the Pythagorean theorem to solve real life problems; apply trigonometry to problem solving situations involving triangles.

DISTRICT OF COLUMBIA PUBLIC SCHOOLS BENCHMARK DOCUMENT

Measurement

Content Standard 5: The student selects and uses appropriate tools and units for systems of measurement; applies a variety of techniques to determine measurements, and solves real life and career-related problems.

By the end of Grade 3	By the end of Grade 5	By the end of Grade 8	By the end of Grade 11
The student will:	The student will:	The student will:	The student will:
 determine measurable attributes of objects; use metric and customary units to measure; select appropriate tools of measuring; identify and name values of money units. 	convert measures within the same measurement system; select and apply appropriate standard units and tools to estimate and measure length, area, volume, mass, time, temperature and angles; develop and use formulas to find area and perimeter of rectangles; demonstrate an understanding of the concepts of length, area, perimeter and volume and the relationships among them.	 estimate and use measurements to describe phenomena; measure and convert measures within the same measurement system; select appropriate units and tools to give the appropriate degree of accuracy; use the metric and English systems and know the history and benefits of each; identify how a change in dimension(s) affects perimeter, area, and volume; apply the concepts of rate, scale and indirect measurement to solve problems. 	 apply estimation in problems involving measurement; determine the degree of accuracy and select the appropriate measurement tools and computational process to solve problems; apply the concepts of dimension, area and volume; use the slope of a line as an indicator of change of rate; apply appropriate procedures to determine measurements which are not directly obtainable.

APPENDIX 9 - Letters of Support



THE BRIDGE TO INDEPENDENCE

Via Electronic Mail and Facsimile

December 28, 2000

Ms. Susan Schaeffler KEY Academy/KIPP Foundation 2801 Cortland Place NW #1 Washington, D.C. 20008

Re:

Two-year Lease at ARCH Training Center 1231-35 Good Hope Road, SE Washington, D.C. 20020

Dear Susan:

On behalf of ARCH, I would like to confirm our intent to enter into a two-year lease for classroom and related space with KEY Academy at our above-referenced property in Southeast Washington, D.C.

As you are aware, ARCH is a corporate family which includes ARCH Training Center and ARCH Development Corporation, which also operates the Anacostia Business Center, a business Incubator. The mission of the ARCH is to serve as a catalyst, primarily in Wards 6 and 8 east of the Anacostia River, ensuring Individuals and families access to adequate and affordable housing, quality education, liveable wage jobs, cultural activities, neighborhood businesses and access to effective health and social services.

The property that KEY Academy will occupy during its first two years' of operation is currently in the final stages of planning, design and permitting for an extensive renovation. The building is a former Woolworth's retail store, located mid-block in the 1200 block of Good Hope Road in Anacostia. The building is approximately 18,000 square feet, built in two levels. The building is to be fully renovated and its long-term use is as a training center for ARCH.

ARCH 2427 Martin Luther King Jr. Avenue, SE Washington, DC 20020 (t) 202-889-6344(f)202-610-4752

The building, upon completion, will have classroom space on two levels. On the ground floor, the space is demised into a front office and reception area, several classrooms, a 24-station computer lab, student lounge area and large restroom facilities. The lower level has offices, a large multipurpose room and two large classroom areas, and a staff lounge and kitchen area, as well as restrooms. In addition, there are lockers; storage areas and the two levels are serviced by a hydraulic handicap elevator lift. Both levels receive natural light via a series of skylights and interior window wells.

We have already obtained the demolition permit from the District of Columbia and we are in the final stages of obtaining building permits. With construction scheduled to commence on February 15, we necessarily must complete our lease agreement with KEY no later than January 15 to keep on the construction timetable on track. ARCH will serve as general contractor for the renovation and we have all of our subcontractor bids finalized for the work.

The construction schedule is four and one-half months, with completion stated for June 15. Your lease with ARCH will commence July 1, 2001 and will expire June 30, 2003.

We have discussed and I believe finalized the details of your occupancy as far as the areas of the building you will utilize during Year I and Year 2. We have provided you with estimates of operating expenses including utilities, security and janitorial services. At this time, you have received architectural drawings, building plans, floor plans and a draft lease that will enable you to finalize your plans. We will look forward to receiving your final feedback on the lease terms within the next few days and will return a revised lease document to you as soon as possible.

Both the ARCH Board and ARCH staff are especially enthused about the community alliance we create by ARCH and KEY Academy sharing our new training center facility. The synergy of our two Boards and our complementary educational programs will result in increased opportunities for the community of families in Anacostia. We are excited about the opportunities to share resources and community ties in ways that benefit the community and our two organizations. Please know that you have our sincere commitment to work with you to support the start-up of your educational programs and to ensure that your new school has a solid foundation in its classroom and support facilities within our Training Center.

Sincerely yours,

Hairman and CEC

c: Susan Eastridge, The Eastridge Companies

ARCH 2427 Martin Luther King Jr. Avenue, SE Washington, DC 20020 (t) 202-889-6344(f)202-610-4752



December 4, 2000

Ms. Susan Schaeffler, Director Key Academy Charter School C/O KIPP Academy 250 East 156th Street Room 418 Bronx, NY 10451

Dear Susan:

After reviewing a growing, impressive list of charter schools, I am pleased to say that your school falls within the grantmaking interests of the Challenge Foundation. Our Board of Trustees and Advisory Committee would like you to submit the enclosed 2001 Charter School Grant Application.

Please make sure that the application is completed within the space provided on the application; do not write, "see attached", then attach additional pages. It is imperative that you fully describe and attach a dollar amount to each request, then place a total dollar amount on the application. The individual cost of items should be specified on a "bid list", or invoice, indicating that you have found the best price for your request. That list should be part of the supplementary materials that you send to me; do not try to include all of the specific item information on the application form.

Please have your application to me by February 1, 2001. If you have any questions regarding the application or process please do not hesitate to call. I am looking forward to working with you on this very worthwhile grant project.

Best regards,

Joan E. Lange Program Director

Enclosures

hooking farward to meeting you in D.C. in Seb.

3770 Catbrier Court Bonita Springs, FL 34134 941-495-2688 Fax 941-947-5971 Email: jlange4cf@worldnet.att.net

1546 Hemlock St. N.W. Washington, D.C. 20012

June 2, 2000

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

This is to recommend Ms. Susan Schaeffler in connection with her application to establish a charter school in the District of Columbia.

Susan Schaeffler is an extraordinarily gifted educator who seems destined to accomplish great things in her chosen field and who is determined to make a difference in the lives of those children on whom much of society has given up.

It was our extreme good fortune this past year for Ms. Schaeffler to be our son's sixth grade teacher. She runs a disciplined yet dynamic and stimulating classroom where students respond to the high standards she sets for them. Ms. Schaeffler's superb and innovative teaching techniques ensure that every student is involved, thinking and engaged. Her particular talent for teaching math concepts has earned her well-deserved acclaim. Apart from her skillful teaching of traditional academic subjects, Ms. Schaeffler also understands the necessity of teaching those research and studying skills critical to students' success in junior high and beyond. She also recognizes the need to encourage healthy peer relationships as she gently guides her students through the social challenges of pre-adolescence. Most importantly, Ms. Schaeffler has ignited that crucial spark of excitement for learning within our son this year, for which we will be forever grateful.

Ms. Schaeffler constantly looks for ways to expand her classroom beyond the traditional curricula to help inspire and motivate her students. Here are just a few examples: encouraging an awareness and concern for the treatment of animals through student involvement with the Humane Society; arranging for Shepherd students to exchange letters with, and donate books to students in Ethiopia during her year teaching there; sharing her passion for hockey by having students write to the Washington Capitals' new owner, using game statistics to teach math, etc.; directing a class production of Shakespeare's Twelfth Night; and organizing students and parents to make a group pledge not to watch or participate in any video games, television shows, etc. that depict or encourage violence.

As good a teacher as she is, Ms. Schaeffler's most valuable talent may be her ability to impart her knowledge to others of what is needed on a classroom and school-wide level to produce high achieving students. As a past president of our school's PTA and past member of our school's restructuring team, I know that a principal's job requires vision,

persistence, tact, and the ability and willingness to confront difficulties head-on. Having seen Ms. Schaeffler in action with students and with other teachers, I have absolutely no doubt that she will confidently and capably handle the endless issues and seemingly daily crises that face an elementary school principal. Ms. Schaeffler understands and will be able to assemble the essential ingredients of a successful school: high standards, firm, consistent discipline, talented, dedicated teachers, a supportive strong principal and involved parents. Moreover, as a natural leader, Ms. Schaeffler will be able to inspire her students and teachers alike to achieve greatness as part of her new endeavor.

As sad as we are about losing Ms. Schaeffler from Shepherd Elementary, we are nevertheless pleased that she intends to use her talents and commitment to bring success and high achievement to those of the District who desperately need more people with her talent and dedication.

Sincerely,

Donald M. Squires

Administrative Offices • 40 Allen Street, Brockport, N.Y. 14420-2296 • Fax:(716)637- 1802

Robert C. Conrad, Ed. D. Assistant Superintendent for Instruction

(716)637 - 1811 Boonrad@bcs1.org

May 30, 2000

To the District of Columbia Public School Charter Board:

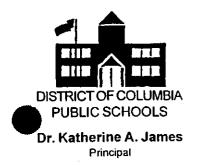
This letter is in support of Ms. Susan Schaeffler who is submitting a Charter School Application to your committee. Susan has been a colleague of my daughter, Julie R. Conrad, for the past seven years within the Baltimore City Public Schools and more recently in the Washington D.C. Public Schools. Her commitment and passion for high quality education are evident to me, and I am confident of her success with a Charter School in your district...

Ms. Schaeffler is a bright, resourceful teacher with a Master's Degree in Curriculum Design. She has consistently been a positive leader within her school environments and a strong advocate for all students. In addition to being a highly respected classroom teacher, she has always gone above and beyond expectations for her students. For example, for the past three years, she has taken action to extend her students' school year by offering extra instruction during vacation periods. Such extra efforts, many of which have involved fundraising, have prepared her for future success as a leader of a school staff.

Ms. Schaeffler has asked me to serve on the Board of Advisors as she begins her Charter School. I am pleased to work with her in this effort and to offer my experience gained during the thirty-one years I have worked in public education as a classroom teacher, elementary principal, college adjunct, and assistant superintendent for instruction.

Sincerely.

Robert C. Conrad, Ed.D.



Shepherd Elementary School

7800 14th Street, N.W. Washington, D.C. 20012 Tel.: 202-576-6140 • Fax: 202-576-7578

June 2, 2000

To the Committee:

Susan Schaeffler is a gifted teacher who has created imaginative ways of teaching many subjects, especially mathematics, to students of various grade levels but specializing in sixth grade math in preparation for junior high school. She has developed original games such as "Math Royalty" and strategies for kids such as "skip, change, change" for subtracting integers. Her students excel in math performance and testing. Ms. Schaeffler was featured in an article by a <u>Washington Post</u> reporter two years ago for her innovative, engaging methods. She is a highly requested teacher when parents plan for sixth grade.

Ms. Schaeffler has developed many programs and activities for our students. She created a summer program called "Smart Moves," which emphasized academic advancement and included field trips and other related activities. Parents and students alike loved it, and the students still have their "Smart Moves" tee-shirts.

During spring break, Ms. Schaeffler conducted 'Project Springboard," a week-long program of activities designed to sharpen students' skills for standardized testing. Again, parents were delighted to have their children participate, and the students both enjoyed it and benefited from it, as reflected in their high test scores.

Ms. Schaeffler and another teacher conduct the "Ole" (Organized Learning Experiences) Program after school each day. It is a tutoring program aimed at enriching and advancing children's skills in mathematics. Parents are glad to pay for their children to participate, and attendance is high.

Within the school year, Ms. Schaaeffler continues to develop and provide special activities for her students. At the beginning of the current year, she wrote a proposal entitled "Shakespeare in the City" for one of the Washington Post grants, and she won the grant. Her students will be performing a Shakespeare play before the end of the year. In addition, she was a winner in the Washington Sports Entertainment competition, which requested projects dedicated to non-violence. Most recently, Ms. Schaeffler received an award from the American Institute of Aeronautics and Astronautics for excellence in teaching and particular creativity in mathematics instruction; furthermore, she was the only elementary school teacher in the District of Columbia to receive this award.

Ms. Schaeffler is the faculty sponsor for the Safety patrols; her classes have participated in the Embassy Adoption Program, forging links with countries such as Greece and Sri

Lanka; her students have taken part in the Mini-United Nations in New York each year. She has interested her students in the local hockey team, the Washington Wizards, and arranged for a radio interview with owner Ted Leonsis and one of her students. The class regularly attends hockey games together, and some of her alumni often join them.

Ms. Schaeffler extends herself professionally by serving as a master teacher for student interns from local universities. In addition, she goes to Texas each year to help train participants in Teach for America.

Ms. Schaeffler continues to maintain her own professional development by attending various training sessions and workshops. She also took a year's leave of absence three years ago to participate in a training experience for teachers in Ethiopia, where she was very well received and made a significant impact in organizing educational systems there. She initiated pen pals and "Books for Ethiopia," whereby Shepherd students collected and sent books to Ethiopian students.

Ms. Schaeffler is certainly a consummate teacher. The performance of her students on tests and in life itself is testimony to her dedication, her work, and her many labors of love. She will be an addition to any education program she chooses to join, and she will enrich the lives of countless children for their lifetimes.

Sincerely,

Katherine A. James

Principal

CATHOLIC CHARITIES TEEN LIFE CHOICES

4914 AYERS PLACE, S.E. WASHINGTON, D.C. 20019

Phone 202-581-9040 Fax 202-582-0756

June 3rd, 2000

Ms. Susan Schaeffler 2801 Cortland Place, N.W. Washington, D.C. 20008

Dear Ms. Schaeffler:

I am personally honored as Program Administrator of Catholic Charities Teen Life Choices to write this letter of support to bring KIPP D.C. ACADEMY to Ward Seven; an innovative way of learning. Our school system is strong, but there is a need to elevate the level of learning for some of our students. I feel parents and students need the option of choice if needed. There are students that will benefit when they are nurtured and motivated. We want the very best for OUR CHILDREN and we know education is the key. If I can be of further help, you may reach me at the above address and number.

Sincerely,

Helena S. Valentine, Program Administrator

Catholic Charities Teen Life Choices

District of Columbia Public Charter School Board 1717 K Street, N.W. Suite 802 Washington, D.C. 200060

Dear Board Members:

I am writing on behalf of Ms. Susan Schaeffler and her proposal to establish a charter school. As President of the Shepherd Parent Teacher Association (PTA), I have had numerous opportunities to work directly with Ms. Schaeffler over the past three years and based on those experiences, I give her my unqualified support. In my opinion, Ms. Schaeffler has two unique abilities that are crucial to being a successful educator today. First, she is able to demand and maintain academic excellence as a basic goal, while understanding that the learning process must be engaging for her students. Second, Ms. Schaeffler understands the importance of, and and succeeds in, teaching students with diverse learning styles and skills. These abilities, in my view, will ultimately determine any academic program's success or failure. Thus, Ms. Schaeffler has demonstrated the essential skills needed to provide the educational foundation necessary for a school to fulfill its academic objectives.

Similary, Ms. Schaeffler's educational initiatives demonstrate that she has the organizational and administrative skills needed to sustain a school. Ms. Schaeffler, in her role as President of Organized Learning Experience, has provided after-school and summer academic enrichment programs, as well as enrichment and SAT-9 preparatory programs during spring break in co-sponsorship with the PTA.

During her tenure at Shepherd, Ms. Schaeffler has been the recipient of numerous awards for her educational initiatives. As evidenced by her teaching experience in Africa, she has always been willing and ready to volunteer her time to support both academic activities. Her insights have been a welcome and refreshingly valuable contribution to the Local School Restructuring Team. I am also impressed with the caring, yet "no nonsense", manner in which she interacts with both students and parents.

Susan exemplifies the type of innovation, dedication and standards of excellence necessary to make public education a catalysts for positive change in the future. I support Ms. Schaeffler's application and recommend her to you without reservation.

Sincerely.

Presiev R Reed In

1201 Juniper Street, N.W. Washington, D.C. 20012 June 1, 2000

D.C. Public Charter School Board 1717 K Street, N.W. Suite 802 Washington, D.C. 20006

To whom it may concern:

This letter is an endorsement of Ms. Susan Schaeffler's application to open a charter school in Washington, D.C. I have known Ms. Schaeffler since she first came to Shepherd Elementary School in 1995. My daughter was a student in Ms. Schaeffler's fourth grade class. The experience was so positive that we requested Ms. Schaeffler again two years later when she returned from a year conducting teacher training in Ethiopia and resumed her role at Shepherd as a sixth grade teacher.

Energy, enthusiasm and impeccable organizational skills characterize this vibrant educator. Always in search of a better idea, Ms. Schaeffler is a gifted teacher who combines the best of traditional methods with an expansive creativity that keeps school exciting and challenging for her students.

One of my favorite memories of my child's fourth grade experience was Ms. Schaeffler's introduction of book clubs. Small groups of students each selected their choice from a series of rather demanding literary titles. My daughter's group chose "Walk Two Moons" by Sharon Creech. Over the course of one month, each group was responsible for assigning the number of pages to read each day that fit the pace of their group, as well as identifying vocabulary words, and discussing the content and concepts of the book. When the book was completed, each group was tasked with choosing a segment of the book, and writing and performing a play to dramatize the segment. Props and costumes were designed by students. Parents were treated to the productions along with a tasty feast of foods that were representative of the culture and cuisine of each of the selected readings.

I described this experience, not because it was unusual, but rather, that it was common place for Ms. Schaeffler to expend this much effort on lessons that taught so many skills simultaneously. A stickler for academic development from the basics to enrichment, Ms. Schaeffler also helped her students learn to work as teams, to be productive, caring citizens who believed in themselves and respected others, and to be leaders who stood for solid ideals and the greater good. She developed partnerships with a number of organizations and exposed her students to so much beyond the boundaries of the building.

It is not without tremendous ambivalence that I write this letter as I fully realize what a great loss this will be for Shepherd Elementary School. However, I believe in the importance of people following their dreams, a lesson I think Ms. Schaeffler imparted to all of her students. I appreciate that she is taking the necessary steps to be truly prepared in all respects to take on this endeavor and to manage and develop it into a school that will be the pride of DC.

If I may be of further assistance, please feel free to contact me at work, (202) 726-6062 or at home, (202) 882-6913.

Very sincerely,

Regina E. Romero, Ph.D.

Egina E. Loneso, The

To the DC Charter School Board:

I am writing this letter in support of Ms. Susan Schaeffler in her efforts to develop a new educational program. My experience with Ms. Schaffler has been that of a parent. My son was in her Sixth Grade class at Shepherd Elementary School. She was a phenomenal teacher!

Ms. Schaeffler was particularly adept at reaching the unique needs of middle school aged children. She was fully engaged with them while maintaining the appropriate relationship that is required between students and their teacher. Ms Schaeffler was willing to take on additional projects to ensure that the student's learning would not be limited to the prescribed curriculum. Consequently, her classes test scores were always higher, their participation in contests and competitions consistently greater than the norm, and her students had a real zeal for learning. She did not limit her involvement with them to the official school day. She conducted after school book clubs and math tutorial programs as well

I viewed Ms. Schaeffler as my partner in supporting the development of my son. I am grateful that he had her as a teacher and am confident that her new students will have an experience equally as rich as his.

Sincerely,

Camille R.Mosley 7504 14th Street, N.W.

Washington, D.C. 20012.

Re: Charter School Application of Ms. Susan Schaeffler

To Whom it May Concern:

My daughter, Louisa Nathan, is a student in Ms. Susan Schaeffler's sixth grade class at Shepherd Elementary School. Louisa has also participated in the Organized Learning Experience ("Ole") and Springboard academic enrichment programs offered by Ms. Schaeffler during school vacation and after school hours. Given the energy, creativity, maturity, and extraordinary dedication that Ms. Schaeffler consistently brings to her work, I have complete confidence in her abilities and fully support her charter school application.

Ms. Schaeffler is an unusually talented teacher who inspires her students to achieve and fosters healthy competition in the classroom. Ms. Schaeffler's mathematics curriculum encourages students to approach each new concept as an exciting challenge. Her enthusiasm for math is contagious, and she has motivated Louisa and her girlfriends to strive for excellence in a subject area that was once male-dominated. Ms. Schaeffler's class is currently rehearsing an abridged version of Twelfth Night, which the students will perform for schoolmates and parents next month. In assisting Louisa and some of her classmates prepare their roles, I have been impressed by the level of understanding these eleven-year-olds have gained of Shakespeare's characters and plot.

In addition to her estimable teaching abilities, Ms. Schaeffler maintains firm control and discipline over the class, while allowing the students to express themselves and enjoy each other. She clearly enjoys being with her students, and has accompanied them to several nighttime hockey games to cheer on the home team. The class has also attended numerous dance, music, and dramatic performances at the Kennedy Center and other cultural venues in Washington. These excursions have both enriched the children's educational experience and enhanced their social development.

Ms. Schaeffler is astutely perceptive about the social dynamics among her students. She is sensitive to normal "growing pains," as well as more serious issues, that individual children may face during early adolescence. I have personally benefitted from Ms. Schaeffler's insights into my daughter, and find her suggestions quite valuable. She is an educator whose impressive accomplishments are surpassed only by her tremendous promise.

I would be happy to provide any further information or assistance. Please feel free to call me at: (202)663-4734 (office) or (202)726-7177 (home).

Very truly yours,

Dori K. Bernstein

To Whom It May Concern,

As a community school health nurse and a resident of the District of Columbia, I have known and worked with Ms. Schaeffler for 5 years. She has always delivered a high standard of professionalism in her job and a positive example to all the students here at Shepherd Elementary.

Routinely when I visit her class I see and hear her motivate her students to excel, refusing to take any excuse for them to succeed, and genuinely taking an interest in the whole student.

While she is a creative, energetic, and enthusiastic teacher, I have also worked with her on a personal level. She has tutored my two children for the past year, giving them a love for math and an "I can do it!" attitude. They are always excited to come work with her on Friday afternoons after they are dismissed from their school.

Therefore, it is my pleasure to recommend her as a charter school leader in the District. She would be an asset to any school with which she is affiliated.

Cordially,

Frana Sanders



THE VICE PRESIDENT WASHINGTON

January 27, 1997

Mr. Mike Feinberg
"Knowledge is Power"
P.O. Box 981313
Houston, TX 77098

Dear Mr. Feinberg:

I want to take this opportunity to commend you and everyone participating in the "Knowledge is Power" program in Houston. The recent national recognition you received on "ABC News" attests to the program's importance.

The President and I believe it is essential to recognize the importance of teachers and help them meet the challenges of modern education. We understand the opportunities brought about by an excellent education, and we commend innovative educators, like yourselves, for your determination to make education work.

As a teacher, you have contributed to American leadership, and you have taught students that despite the many challenges they may face in the classroom, each has the opportunity to learn and succeed. Certainly your devotion to students has made an important difference in Houston, and I am proud to recognize you for your efforts.

Once again, please accept my best wishes. I am confident that you will continue to be a leader in your community and provide thousands of students with the inspiration to learn and to contribute to America's future.

Sincerely,

Al Gore

AG/ea



UNITED STATES DEPARTMENT OF EDUCATION

THE SECRETARY

July 15, 1996

Mr. Michael Feinberg Houston School Director The KIPP Academy Houston I.S.D. West District Office 2500 Tanglewilde, Suite 340 Houston, Texas 77063

Dear Mike:

Thank you so much for your recent letter following up on your visit to Washington, D.C. It was a pleasure to meet with you and David and your wonderful students and I appreciate having a copy of the group photo on the Mall, as well as the delightful letters from Dayana, Oscar, Ana and Alberto. I have shared your invitation to visit your school with my scheduling director and we will keep that on file in the event that an opportunity presents itself if I am scheduled to be in Houston.

Congratulations, too, on your improved test scores. Clearly the reforms and methods employed by The KIPP Academy are having a positive impact and you, the KIPP students and their parents should be very proud of your accomplishments.

Best wishes.

Yours sincerely,

Richard W. Rilev

KIPP CONTRIBUTOR LIST

The following foundations, corporations, organizations, families, and individuals have recognized the significance of KIPP's task and have already joined the mission by supporting the hardest working tudents in Houston and the entire nation:

FOUNDATIONS, CORPORATIONS, AND OTHER ORGANIZATIONS

Aetna Course to College Fund Amigos de las Americas The Awalt Group The Barr Fund Bread and Butter Productions The Brown Foundation, Inc. Cadwalader, Wickersham & Taft Canon U.S.A., Inc. Carrousel Productions Cineplex Odeon Theaters Commonwealth Mortgage Compag Computer Corporation Continental Airlines Continental Fabrication, Inc. DMI & Associates, Inc. Dawn Associates, Inc. Delta Education, Inc. Eckerd Express Photo Embassy Suites The Fant Foundation Alexandra Feinberg & Assoc. Fiesta Mart, Inc. --

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APPENDIX 10 - Articles Highlighting the KIPP Model

The Washington Post

Monday, August 21, 2000

Houston Chronicle

Tuesday, Aug. 22, 2000

Why isn't KIPP's success being copied?

haven't seen the highly touted KIPP academies in person. I did see a contingent of kids from Houston's KIPP (Knowledge Is Power Program) on C-SPAN during the Republican convention and, before that, a repeat of a CBS-TV 60 Min-

utes segment on KIPP's success. But I've never ac tually visited a KIPP school.

tually visited a
KIPP school.

But neither, in
all likelihood, has
the principal or

William Raspberry

But neither, in all likelihood, has the principal or staff of any unsuccessful middle school in your

hometown, nor the superintendent of your mediocre school district, nor any of the officials who say they want to improve the schools your children attend (and who prove their good intentions by demanding bigger school budgets).

Do me a favor; ask them why.
Maybe they simply haven't
heard about KIPP, founded five
years ago by two Teach for
America recruits, David Levin
and Michael Feinberg, who talked
the Houston school district into
letting them experiment with a
rigorous, extended-day program.
Well, tell them they've heard of it

Maybe they'll say they don't believe KIPP is all it's cracked up to be — though they'll have to admit the early results at two KIPP schools are impressive. Ninety-eight percent of the students at Feinberg's KIPP-Houston pass all segments of the state's standardized exam. KIPP-New York, run by Levin, outperforms every other middle school in the Bronx. Mind you, these are not children of the

Maybe your local officials will tell you they'd love to visit a KIPP Academy but lack the budget to do so. (in that case, you ought to have a look at what else is being funded in your district.)

They con likely to tell your any

They are likely to tell you anything but what I fear is the truth: that they believe the children in their lowest-performing schools are so damaged, so distracted by social conditions and so poorly parented that nothing can save them.

That's a harsh indictment, of course, and maybe too harsh. But it isn't just their lack of interest in KIPP that prompts it. The more I look at Direct Instruction the more I am convinced that that highly scripted approach can help move poor children away from academic failure. But I keep running into teachers, principals and superintendents who wouldn't try Direct Instruction if you pulled a gun. Ditto with E.D. Hirsch's Core Knowledge approach, Theodore Sizer's Coalition of Essential Schools, Success for All, and at least a half-dozen other successful models.

The one time I remember educators flocking off to observe success in action was 15 years ago, when every teacher and her brother were hopping planes to Japan, the academic model du jour. It must have been the trip, though, rather than the chance to learn a new approach to teaching. Some of those same educators who organized trips to the Far East won't venture across town—let alone to Houston or the Bronx—to observe their successful peers.

Ask your local educators why. Two years ago, Constance Barsky and Kenneth G. Wilson sugages may have the perverse effect of masking success, thereby reducing interest in replicating successful programs.

"Few educational reforms are widespread enough to be visible in statewide averages," they wrote. "In this situation, there is little incentive for national leaders to take any one reform seriously, no matter how much it has actually accomplished with students, unless it has reached every school in the state or nation."

Maybe. But if this is the problem — if success isn't copied because it tends to be too localized to show up in aggregate reports — then why are the leaders of the underperforming schools in your district so quick to adopt approaches that have had precious little success anywhere? I have in mind not just the ea-

I have in mind not just the eager embrace of the ungraded primaries and open space classrooms of a generation ago but also the more recent clambering aboard educational bandwagons ranging from "whole language" to so-called "fuzzy math" to Ebonics. Can it be that some educators

can it be that some educators are more attracted to elegant-sounding phrases than to approaches that actually improve learning?

learning?
Ask the folk who run your school system. I'd really like to know what they tell you.

Raspberry is a Pulltzer Prizewinning syndicated columnist based in Washington, D.C. (willrasp@ washpost.com)

After Success With Poor, Schools Try Cloning

By JODI WILGOREN

Banging on desks and stomping the students chant daily not just multiplication tables and state capitals but big thoughts, too: ind I want it." Their teachers cell phones, on call for homeirk help at all hours. Parents sign contracts enumerating daunting de-

mands — if they slip up, their chil-dren can be punished. KIPP Academy, a pair of public middle schools in poor sections of

208

70

AUGUST

WEDNESDAY,

Copyright C 2006 The Mew York Times

Houston and the Bronx, requires 70 percent more class time than its counterparts — including Saturday and summer sessions. Its black and Hisnanic students consistently get top scores on standardized tests.

As the national political debate fo-As the national political contections on the question of how to raise achievement among poor and minority children, KIPP, founded five years ago by a pair of young tvy Leaguers, has drawn keen attention from left and right, idealistic do-gooders and entrepreneurial freemarketeers. Honored last year by the liberal Children's Defense Fund.

wention, where its pupils were on stage, rapping, "Read, baby, read." Now, in an unprecedented effort to

turn a boutique school success story into a national network, Donald G. and Doris Fisher, the owners of the Gap clothing chain — who know something about building a franchise — have given \$15 million in seed money to create hundreds of KiPP nes across the country.
'If you can replicate the success of

at a bunch of places, and eventually on a scale that cannot be dismissed by lots of excuse-making.

do you end up forcing change on the larger system?" asked Scott Hamil-ton, director of the new second ton, director of the new KIPP Foundation, which will train teachers to open charter schools in KIPP's im-

open charter schools in KIFF a hit-age. "Our hope is the answer is yes." Successful schools for the poor have long been written off as wildflowers in the educational desert that dominates their neighborhoods mirages or miracles, but dubious mirages or miracles, but dublous prospects for portability. Their out-standing results were chalked up to the local context, support from pri-vate donors or the particular brit-liance of a dynamic leader.

The expansion of KIPP - which The expansion of KIPP — which stands for Knowledge is Power Program — is the most ambitious and intriguing of a host of new replication projects spawned by the growing practice of holding schools accountable for student achievement. Fueled

Schools for the Poor That Work Are Seeking Clones

Continued From Page Al

by the freedom offered by charter schools, which receive public funds but are run independently, this trend could change the educational land-scape from one defined by districts and states to one divided more by curriculum and style. Edison Schools, the for-profit com-

pany started by Christopher Whittle, will soon have 108 campuses in 21 states, each copying a detailed pro-gram. Whole-school reforms like Success for All, which sell packaged curriculums, have become a huge growth industry. There are also loos-er networks, like E. D. Hirsch's Core Knowledge schools and Theodore R. Sizer's Coalition of Essential Schools," linked by a broad set of educational values. And Teacher's College at Columbia University has joined with Replications, Inc., to copy KIPP and other excellent schools in

New York on a small scale.

"We've got brand-name everything elses," observed Chester E. Finn Jr., an education analyst at the Manhattan Institute. "Now we have Comer schools and Hirsch schools, and we're going to have KIPP schools and Edison schools — you're going to be able to move into a new city and say, 'Show me the local Hirsch school.' That's not a bad idea

for a modern mobile society."

KIPP's ambitious project is unique for its focus on school leadership, a concept that has grown in importance as education has become infused with business principles. The foundation's yearlong training began this summer for the first four KIPP fellows with an intensive six-week seminar at the University of California, Berkeley, business school. This fall, the fellows will immerse them-selves in KIPP culture during eightseives in KIPP culture during eight-week "residencies" at each campus. By January, they will be ensconced in Atlanta, Houston, Washington, D.C., and rural North Carolina, work-ing full-time to set up their schools, each scheduled to open with 75 fifth

graders next year.
In addition to creating hundreds of new schools — the fellowship is siated to grow to 12 people next year, then 25, 50, 75, 100 and 150 — the



dents were led in chants and musical interpretations of math, holding up their hands as they counted.

KIPP Foundation will search for existing schools that share its philoso-phy. To remain in the network — which will offer financial support, technical assistance, help with teacher recruitments, camaraderie and annual \$25,000 bonuses for high performance — schools will be evaluated every four years.
"What's intriguing about it is that

they are focusing on issues of cul-ture, the values and norms and be-liefs about children's capacities to learn and adults' capacities to teach," said Richard F. Elmore, a professor at the Harvard Graduate School of Education. "That's where-ment of the graduate Translations and most of the so-called replication ef-forts fail."

KIPP grew out of a marathon 12-KIPP grew out of a marathon 12-hour conversation about the prob-lems plaguing public education be-tween Michael Feinberg and David Levin as they drove a gray Ford Taurus from Los Angeles to Houston in the summer of 1992, weeks after finishing the University of Pennsyl-vania and Yale University. They were new recruits of Teach for America, the national program that

places college graduates in impoverished school

Two years later, frustrated by the limitations of their classrooms but inspired by a Los Angeles teacher, Rafe Esquith, the pair convinced the Houston district to let them stretch class from 7:30 a.m. to 5 p.m. They recruited 50 (ifth graders, printed T-shirts, and taped Mr. Esquith's mot-There are no shortcuts, to, "There are no shortenes, the door. The next year, the duo split: Mr. Levin returned home to New York to start a branch of the proyork to start a branch of the pro-gram there, and Mr. Felnberg ex-panded in Houston, recruiting three teachers to help him with the new crop of 72 fifth graders. Today, KIPP-New York outper-forms all other Bronx middle schools

on New York's standardized tests, and 98 percent of the students at KIPP-Houston pass all sections of Texas' state exams. Eighth-grade graduates have earned \$5 million in scholarships to the nation's top private high schools over the past two years, and continue to earn good grades in their new schools.

"Nothing these guys do nothing that they do, is beyond the reach of every school in the country, period," said Samuel Casey Carter, who high-lighted KIPP in a report on successful schools for the conservative Heritage Foundation, and is helping write a "users' guide" for the new network schools, "This is not rocket science, this is very, very simple stuff, but it's monitored and it's man-

aged and it's continually improved."

Both KIPP campuses are marked
by militaristic discipline and rituals, children chanting ditties written by Mr. Levin's mentor, Harriett Ball, a Houston teacher. ("How do you make good grades? We bring our tools and follow the rules. It might sound square, but we're going some where.") After more than nine hours in class, students get two hours of homework each night, which parents

must sign.
Students, teachers and parents all sign contracts pledging to do their best. In Houston, children who misbehave must wear their KIPP T-shirts inside out and speak only to teachers, in New York, missteps and plaudits are carefully chronicled on faux weekly paychecks, which stu-dents can redeem at the school store.

The KIPP network will not man-date that its members mimic this model. But every school must share the six "pillars": high expectations, enrollment by choice, a principal who controls the budget and hiring.

in extended school day and year. rewards and consequences for stu-dent and staff achievement, and outstanding academic results. For now, the schools will not carry the KIPP name, a brand the founders are wary of watering down. (Mr. Feinberg, 31, is stepping down as director of the Houston school to become chief executive officer of the foundation; Mr. Levin, 30, remains principal in the Bronx and will serve as a consultant

to the KIPP network.)
"We want the smell of the place to "We want the smell of the place to be the same," said Mr. Feinberg, a mix of drill sergeant and Little League coach who stands 6-foot-4 and shaves his head. "They'll look like cousins. They're not twins, but they're all related." The rest is up to the school leaders. Though the foundation bones to

Though the foundation hopes to make its fellowship competitive and prestigious, this year's class was selected in a hurry, largely through word of mouth. Three of the fellows, like KIPP's founders, are Teach for America alumni. The fourth is Derrick Lockwood, a nondenominational minister and 15-year veteran of private and public schools in Atlanta, where Gov. Roy Barnes hopes to open as many as 10 KIPP acade-mies. The fellows receive a \$45,000 stipend, plus the Berkeley boot camp
— which cost \$250,000 — and a \$1

which cost \$250,000 -- and a \$1 million loan for school buildings, "It was, literally, an opportunity that fell out of the sky," said Calebolan, 25, who plans to open his school in Gaston, N.C., a tiny town near the Virginia border where he has been teaching sixth grade since 1996, "We came home from school one day and there was a message on the machine that said, 'Would you like to run a charter school?'

"It's always been my pipe

Teaching the idea that knowledge is power.

dream," Mr. Dolan added, "It's been my late-night conversation for abou three years now: If we ran the school, if we ran the school."

Soon, they will. But first, there are classes in instructional leadership, recruitment, accounting, negotia-tions, even media training.

Seated around a classroom fes-tooned with KIPP's signature apho-risms ("Work hard, be nice," "Qualirisms ("Work nard, be nice," "Quali-ty, not quantity is our measure"), the fellows click away at their laptops, plotting budgets, then role-play per-formance appraisals. Mr. Feinberg is on hand to share anecdotes from his own experiences, like how often to expect federal relimbursement for subsidized lunches.

subsidized functes.

The other day, the fellows were creating "accountability plans," breaking each part of their future schools' missions into specific goals. with assessment measures attached.

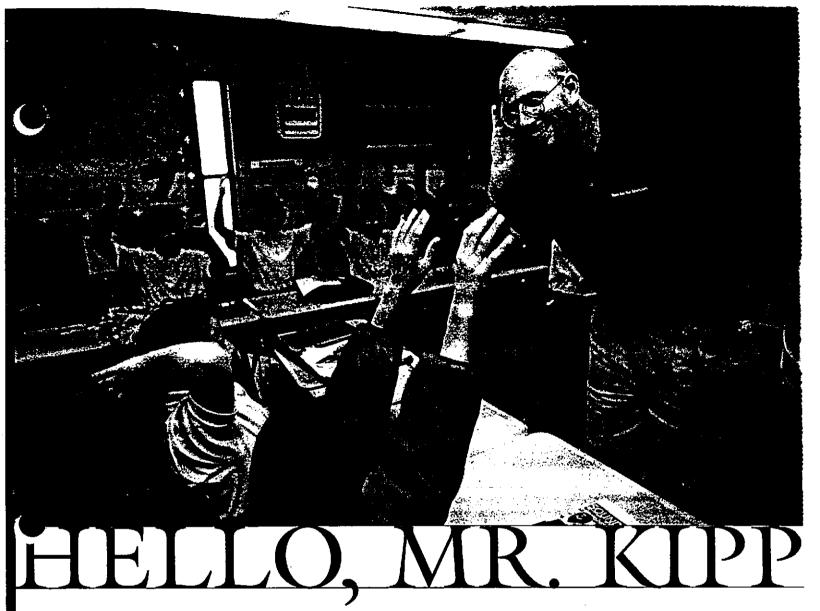
with assessment measures attached.
"Did you write dil students or just
students?" asked Daniel Caesar, 27,
a KIPP teacher who hopes to open a
second campus in Houston.
"I just have 'students," olfered
Susan Schaeffler, 30, who plans to
run the school in Washington.
"All" insisted Mr. Polan. "It has

"All," insisted Mr. Dolan, "it has to be all."

Finlay McQuade, the instructor,

pointed to the motto posted over-head. 'It's all students will learn, not all students can learn," Mr. McQuade said. Then, he added, "These are goals, not necessarily realities."

Hy New York Times



Justice Stephen Breyer usually tries to slip out of the Supreme Court unnoticed at the end of the day. But early one May evening that was just not possible. **MICHAEL FEINBERG**, *C'91*, co-founder of the KIPP Academy, an intensive school program for inner-city youth, was leading a group of fifth graders on an excursion to Washington, DC.

As Feinberg tells the story, they had just finished touring the highest court in the land when he spotted Justice Breyer. Not one for letting a "teachable moment" slip by, the six-footfour, bespectacled instructor sprinted over to the judge, who was walking quickly away from the court, and demanded his attention.

"Won't you please come over and talk to my kids?" he asked. "We spent all year learning about the federal government, and it would bring their lessons to life if they could talk with a Supreme Court judge in person."

Breyer hesitated. "I really don't have time right now," he replied.

"But it would mean so much to them," Feinberg continued. "These are the hardest working fifth graders in America!"

Feinberg then raced through a thumbnail description of KIPP (the Knowledge is Power Program): It's a rigorous academic regime targeted to poorly performing, but highly motivated fifth graders attending impoverished public school districts in Houston and the South Bronx. The eager students who enroll, most of whom are Hispanic or African-American, sign a contract in which they agree to attend school all but six weeks a year, most weekdays from 7:30 to 5 p.m. and half a day on Saturdays. For many KIPP students English is a second language and for all of them poverty is a firsthand experience. More than 95% qualify for a federal free breakfast and lunch program.

Breyer quickly realized that Feinberg was not a man who would give

STORY BY LESLIE WHITAKER • PHOTOS BY CHRISTOBAL PEREZ

up easily. "All right, but I have just a minute," he said.

The Justice then walked over and addressed the children. "I understand from your teacher that you are doing a very good job in school, boys and girls. Keep it up."

Breyer was about to turn and go when one of the normally timid boys, Ruben, shot his hand in the air.

"Yes?" the judge asked.

"Were you on the court in the early 1970s when Miranda vs. Arizona was during the holidays. He also got very familiar with the local homeless population when he worked as a doorman for the Chestnut Cabaret, the former nightclub located at 38th Street and Chestnut. "All of these experiences made me aware of the problems found in inner cities," he says. "It was up very close for the first time."

Levin, a magna cum laude graduate of Yale and product of NYC's Upper East Side, has wanted to teach ever since a couple of insightful elementary Disney Teacher of the Year, who has a remarkable record of turning ESL (English as a Second Language) students into college material by demanding long hours and enforcing high academic standards. Esquith's philosophy boiled down to a slogan which has since become a hallmark at KIPP: "There Are No Short Cuts."

"We felt like he was speaking right to us," remembers Feinberg. Soon after, they began putting together a proposal for the KIPP program, which built on

> Esquith's methods. In short, Feinberg and Levin proposed working their students harder and keeping them in school longer than any other public school class in Houston. Their proposal accepted, the KIPP program was born in fall 1994, when

Levin transferred to Feinberg's school, Garcia Elementary in north Houston, and the two teachers team-taught a class of 48 fifth graders.

That's when their youthful energy, charismatic style, and high expectations began to make a difference. The class was open to any fifth grader who wanted to make the commitment and had their parents' support. School began at 7:30 a.m. and ran until 5 p.m., with about an hour of homework every night.

Feinberg and Levin built on the methods of fourth grade teacher Harriet Ball, Levin's mentor assigned to him by TFA at Bastion Elementary School in the south side of Houston, his initial placement. "She taught us how to make the kids have fun and learn at the same time," says Feinberg. One of Ball's chants:

You got to read baby read You got to read baby read The more you read The more you know Knowledge is Power Power is Freedom And I want it!

Lessons took the form of pointing, clapping, and rapping rhymes and rhythms that inspire and delight. Geography became a modern dance lesson: face the map and do a karate kickyou've found Australia. A head butt is Europe. A punch to the right for Asia. Math supplies included menus borrowed from local restaurants. Students

"I was Uncle Mike who gave students blow pops and took them on trips. By the end of my first year my kids were the nicest bunch of non-readers you've ever met."

decided?" Ruben queried, referring to the landmark case about the rights of prisoners which his class had studied carlier in the year.

"That was before my time," Breyer answered.

But the 10-year-old boy persisted. "What position would you have taken if you had been on the court?"

Feinberg and KIPP co-founder, David Levin, both age 28, simultaneously leapt into the air, exhibiting as much glee as any 10-year-old boy who just scored a goal, as they witnessed their hard work in the classroom pay off. "We were loving it," Feinberg croons. Justice Breyer was clearly taken with the question, too. He spent the next five minutes talking to the attentive students about the importance of Miranda rights.

Taking their young charges to places they would not otherwise reach-both geographically and academically—is Feinberg and Levin's driving mission. Ruben's question proved these novice teachers, in the profession only four years, had accomplished both rather

Feinberg, who grew up in a well-todo Chicago suburb, first "connected" with kids as a volunteer at his local synagogue's Sunday school. An international relations major at Penn, where he was involved in the fraternity system and student government, he volunteered for projects like feeding the homeless and hosting children's groups school instructors rescued him from a special education class. "They saw through where I was, and saw where I could be," Levin says. "That's exactly what we're trying to do for our kids

After a year working as an aide for Senator Paul Simon, Feinberg was recruited by Teach for America (TFA), the corps of graduates from elite colleges who make a two-year commitment to teach in the country's most impoverished schools. "My connection with kids fused with my concern about the poor," he says. He also notes that his training in international relations is very useful to him in his work as a teacher because "it gave me a broad base of knowledge and it taught me how to think critically."

Levin was recruited by TFA the same year. Following a TFA summer training program in Los Angeles, these two idealistic young men began sharing ideas as they drove to Houston, where they planned to room together even though they were assigned to different schools.

Each spent a trying first year attempting to gain control in the classroom. "I was Uncle Mike who gave students blow pops and took them on trips," Feinberg recalls. "By the end of my first year my kids were the nicest bunch of non-readers you've ever met." During their second year in Houston, Feinberg and Levin were inspired by a presentation by Rafe Esquith, the 1992



Laurie Bieber, C'93, Ged'94, also teaches at the KIPP Academy in Houston and works part-time as director of development. "We work daily to create lessons that are cross-disciplinary and relevant to the lives of our inner-city students."

tried to figure out the cost of a steak sandwich and french fries. To teach measuring, Feinberg employed his students' arms, legs, feet and toes. "School House Rock" provided the tune for memorizing the times tables. The singing fifth graders counted on their fingers to the beat when memorizing the seven table: 7-14-21-35-49-56-63-70-77. "After a few months, most of them don't need to do this anymore," says Feinberg. "But they can go back to it if they forget. We gave them a strategy that used their brains, rather than having them rely on a calculator."

And during the last hour of the day, reading groups, divided according to ability levels, relished novels and plays—Willie Wonka and the Chocolate Factory, My Fair Lady, The Call of the Wild. Each student read a half of a page aloud and then the whole group discussed what they read. "We asked them questions that involved critical thinking," says Feinberg. "But there was no homework or tests. We wanted to inspire a love of reading."

The results were rapid and impressive. Only 62 percent of Levin and Feinberg's students passed the Texas Assessment of Academic Skills (TAAS)

reading test when they entered the class; 93 percent passed by the end of the year. Similarly spectacular gains were made in math.

Their unconventional methods also earned Feinberg and Levin some notice, including a favorable article in the Houston Post and praise from TFA founder Wendy Kopp. "I'm a huge Dave and Mike fan," says Kopp. "They embody everything that our alumni can be." KIPP is one of four new programs started by TFA alumni. Administrators and fellow fifth grade teachers, however, were not always as complimentary. Jealous of the attention these novice teachers were receiving, administrators occasionally tried to block their efforts. Feinberg and Levin often found themseves locked out of Garcia Elementary on Saturdays, so were forced to hold their classes out of doors. At KIPP's present site in Houston, Feinberg is banned from using the local middle school library. (The parents solved this problem by organizing carpools to take students to the local public library in the evening.)

As team teachers at Garcia, Feinberg and Levin measured their success as much from the sparkle in their students'

eyes-especially when they were waiting on the doorstep at 7:30 a.m.—as from improved test scores. But even so, they were rapidly getting discouraged. No matter how much progress their students were able to make in fifth grade, it was apparent that they would lose ground again in sixth grade, in what would most likely be the start of a long downward slide through middle school and high school, where delinquency, dropping out, drugs, gangs and teen pregnancy were rampant. "We pushed our kids to real highs, but we knew the following year our work would go down the tubes," Feinberg complains. "There was no one there to pick up the ball. In middle school academics take a back seat to control. It takes an enormous amount of self-discipline and motivation to rise above that system of failure."

If KIPP students repeated the pattern of the other children in the district, making it to college would be the exception to the rule. Only 17% of them would take the SATs and the average score of those who took the test would be 700—combined.

Feinberg and Levin were not used to such failure. They had frequented as many master teaching classes as they could find. They had agreed to work for \$24,000 a year, much lower salaries than most of their highly educated peers. No one was more zealous and committed than they were. Yet they could not seem to make a permanent difference in their fifth graders' lives.

Then entered an angel, in the form of Anne Patterson, West Area district

version of the newsweekly published for elementary school children, every Friday afternoon. "We work daily to create lessons that are cross-disciplinary and relevant to the lives of our inner-city students."

Even though KIPP students and their parents have to sign a contract stating that they will work harder and longer than most of their peers, sticking Padilla says. "But now she is always busy in school, and she is more advanced in her subjects. And she takes more responsibility for herself."

Feinberg and Levin, who, besides doing their own teaching, direct their respective KIPP campuses, confer on the telephone at least twice a day, sometimes as late as midnight. "They are two of the most dedicated teachers I've ever

seen in my life or could ever imagine. They are both incredibly hard-working and they never stop," says Frank Corcoran, a TFA alumnus who teaches sixth grade math at the Bronx campus and rooms with Levin.

The KIPP Academy's second year, which began in September, includes last years' class, who are now in sixth grade, and a new crop of fifth graders. The current plan is to expand to seventh grade next year, and to add eighth grade in 1998-99.

Feinberg and Levin's idealism, and that of their young staff, sometimes need reining in. Levin admits to keeping some kids in KIPP who just weren't ready to accept the challenge. Feinberg corrects himself from saying he wants to be part of "the solution" to part of "one possible solution" to society's problems. "I stress to Mr. Feinberg that we need the support of other schools and that it is important to work together with others, things I would tell any young employee," says District Superintendent Patterson.

Even with all the poverty he has witnessed, Feinberg is a fervent believer in the American dream. "I think the American dream is still present, it's just hidden. But if you try to live right, it won't let you down," Feinberg affirms. "I think there is a much more simple solution to our problems than most people think. At KIPP, we tackle complex problems with a simple solution."

The parents of KIPP students, most of whom are younger than Feinberg and, lacking high school educations, are relegated to menial jobs, are not so sure. "They don't know how to take their kids to the next level because they've never been there," says Feinberg. "So we have to constantly convince parents and reasure them. Vale la pena,' I often say to them in Spanish. 'It is worth it.'"

When students have trouble waking up early enough or getting to school at all, their teachers bring them alarm clocks and, if necessary, offer them a ride to school.

superintendent of the Houston public schools. She read the Past article, which mentioned that a New York City district was trying to recruit KIPP's founders, and she gave them a call. "I believe that the key to a child's success is that child's teacher," she says. "My motivation was to keep two really wonderful teachers in Houston."

Patterson offered the pair a chance to set up a charter school in a particularly poor pocket of her district, which is largely middle class. The only stipulations: they had to recruit their own teachers and follow their own philosophy. "It was clearly working," says Patterson, who was impressed when she observed their classroom by their "focussed, objective driven, highly charismatic teaching methods and high standards." At the same time, Manhattan Institute, a foundation that supports educational innovation, tried to lure them to the South Bronx's District 7, equally in need of proven methods for reaching fifth graders.

Feinberg and Levin enthusiastically accepted both offers. Levin headed back to his hometown, while Feinberg recruited three teachers for KIPP Houston and set up shop in a huddle of temporary buildings on a middle school campus in Patterson's district. Two of the new teachers were TFA Corps members and the third was Lauric Bieber, C'93, GEd'94, a personal friend who received her undergraduate and graduate training in education at Penn.

Bieber, who this year began working part time as KIPP's director of development, leads her social studies class in a discussion based on *Time for Kids*, a to the agreement is not always easy. When students have trouble waking up early enough or getting to school at all, their teachers bring them alarm clocks and, if necessary, offer them a ride to school. When students have questions about homework they are required to call their teachers at home that night, even if it means dialing Feinberg's 1-800 number from a pay phone.

Discipline is part of the program. One student who took hours to complete the nightly homework is on the "Feinberg plan," which requires her to check in with him after she completes each subject so he can personally chide her if she dawdles too long.

"Mr. Feinberg is cool," attests sixth grader Denise Padilla. "He'll get down on you if you are messing up on easy stuff. If you keep on doing what you need to do, he'll reward you." KIPP money, which is earned with good behavior and can be used to purchase school supplies, is one of the most popular rewards.

KIPP teachers make numerous home visits, so they get to know their students' families better than most public school teachers. And the parents return the favor by having a 99 percent attendance rate at parent-teacher conferences.

"How can they spend all day with these pre-teenagers and then want these kids to call them at night?" Bertha Padilla, Denise's mother, sometimes wonders. But she is clearly pleased that her daughter, who gets up at 6 a.m. so she can catch the bus to school, wants to be a KIPPster. "Denise's mouth used to get her in trouble, and it still does sometimes,"

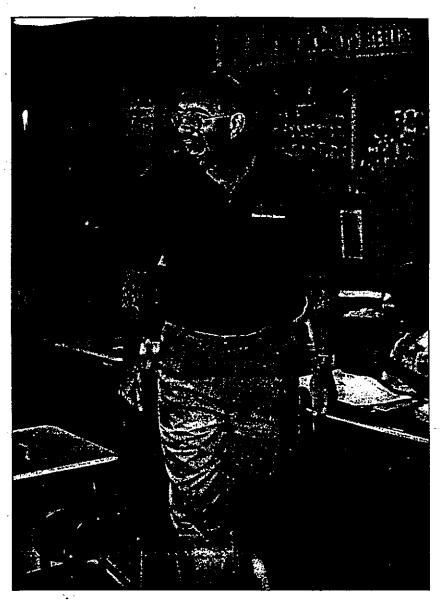
What Feinberg seems to have a precocious knack for is wooing administrators, politicians and financial supporters. So impressed is Houston Mayor Bob Lanier with KIPP, that he and his wife became donors, and he has requested a proposal from KIPP for expanding the program throughout the city.

Financial supporters have showered thousands of dollars on the project, allowing Feinberg to plan a trip out West next May for his students to tour the national parks, in addition to monthly field trips to the theater, museums and the like. The impressive list of corporate sponsors includes Embassy Suites, Kroger Food Stores and Canon USA. Fiesta Mart donates monthly gift certificates to families who read together for at least 400 minutes every month. Wendy's sponsors lunches for KIPP students during Saturday sessions. And families whose children win a monthly academic conference are rewarded with a free dinner.

Mentor Rafe Esquith, who agreed to be a KIPP board member, is also impressed with Feinberg's organizational talents. "We are all trying to level the playing field," says Esquith, who has been very successful in preparing his ESL students for admission to elite colleges. "But Mike is more ambitious than I am in working with politicians and getting the community involved." He has the patience and the drive."

As it grows, KIPP continues to bring in accolades. Last year the Manhattan Institute awarded it Annenberg Status, which provides funds for capital expenses and sanctions it as a model for other schools and educational reform efforts. (The Center for Educational Innovation at the Manhattan Institute oversees the Annenberg Foundation's \$25 million challenge grant to the NYC public schools, which is intended to foster school reform.) In 1996, KIPP's Houston campus was one of 15 city schools rated as exemplary by the Texas Education Association.

Levin and Feinberg continue to plot KIPP's expansion. "There's no telling how big this could be," says Levin, who is training teachers in the Bronx to run the campus without him. "I won't quit until I feel I am really making a difference," vows Feinberg, who hopes that KIPP can eventually expand to grades K-12 and that KIPP-trained teachers



"There is a much more simple solution to our problems than most people think. At KIPP, we tackle complex problems with a simple solution," says Feinberg.

can eventually start up their own programs in other locations.

But one night in October, Feinberg faced the fact that he can't always make a lasting difference. A former student happened to visit the home of a current student, which inspired her to give Mr. Feinberg a call. "I still have the book," she said when she called him. Feinberg presents all of his students with copies of *The Giving Tree* upon graduation in hopes that it will inspire them to continue their hard work. Despite the book, this student confessed, she had taken a U-turn. She was dropping out of school and running away to live with a man twice her age.

"We talked about choices. I said to

her, 'It doesn't have to be this way,'" Feinberg says. "But it was hard to argue against her prevailing feeling of hopelessness. It truly was distressing."

Still, at 7:30 the next morning Feinberg was at the school door, greeting his students brightly. "Their energy sustains and drives me," he says. This teacher knows there are no shortcuts to making a difference. And he is quite willing to go the distance.

Vale la pena.

A former Time reporter, Leslie Whitaker is coauthor of The Beardstown Ladies' Common Sense Investment Guide and a contributor to numerous national magazines.

BEHIND THE LINES

by Gregory Curtis

No Shortcuts

HEN ARE YOU GOING TO COLLEEEEEGE?"
the teacher shouted.

The class of eighth-graders shouted back, "Two thousand and fourner!"

Anyone who tries to guess what eighth-graders really have on their minds is going to have a difficult time, but generally speaking it is certainly not college. High school looms imposingly just ahead like a peak to be scaled. College is only a vague and distant notion. And for these particular eighth-graders, college might have seemed so distant as to be an impossibility. Their families are poor. They are nearly all either black or Hispanic. Their parents are not college graduates and many have brothers and sisters who have dropped out

of school or who intend to soon. They live in neighborhoods in Houston where kids hang out in the parking lots of sagging apartment complexes and trouble is easy to find. Many are the children of recent immigrants from Mexico and

Central America whose first language was Spanish and whose command of English is still uncertain. Nor have these students been selected as part of a program

for the gifted and talented. Yet the school they attend—the KIPP Academy, a charter middle school—has

scores as high as any middle school in Houston on the Texas Assessment of

Academic Skills, which is required of all schoolchildren in Texas. One hundred percent of its eighth-graders passed the math and science portions of the test and 98 percent passed the reading portion. Last year's eighth-grade graduates were awarded more than \$1 million in scholarships and now attend some of the finest public and private high schools in Houston and elsewhere, including Kinkaid and St. John's in Houston and Choate, Hotchkiss, and Phillips Academy in New England. In the swirl of conflicting theories about teaching and the politics of public education, the success of the KIPP Academy is the result of one simple, inexpensive, too-often-overlooked principle of education—hard work.

KIPP's success (the name is an acronym for the Knowledge Is Power Program) has brought the attention of the national media, including a story this September on 60 Minutes. KIPP has also been noticed by George W. Bush, who visited there in 1998. Bush has made education a major theme of his presidential campaign. He mentioned KIPP in his first speech on education last September in Los Angeles, saying, "The skeptics of education reform should visit KIPP Academy in Houston—a charter school that mainly serves the children of Latino immigrants. KIPP refused to accept the 'high-risk' label, demanding high standards and hard work. Children have nine-and-a-half-hour days, class on Saturday, and two hours of homework a night. The director promises, 'If you're off the bus, you're working.' And it is an incredibly cheerful and hopeful place. When you go there, you can see the light of ambition and discovery in young eyes. You can sense the self-esteem that comes from real accomplishment." If you allow just a bit for a politician's effusiveness, the governor's description of what you see when you visit KIPP is essentially accurate.

KIPP is housed in a row of temporary buildings tucked in a corner of the Houston Baptist University campus. Two hundred and ninety-one students attend grades five through eight. Hanging on walls, on doors, and in every classroom are signs repeating a few simple mottoes that form the KIPP credo: "There are no shortcuts"; "All of us will learn"; "If there is a problem, we look for a solution/If there is a better way, we try to find it/If we need help, we ask/If a teammate needs help, we give." And, most prominent of all, "If you can't run with the big dogs, stay on the porch." On weekdays students arrive at 7:25 in the morning and must stay until five in the afternoon (four on Fridays). On Saturdays they arrive at 9:15 and stay until 1:05. During the summer, they attend classes for four weeks and keep the same hours. But as a kind of reward for all the long hours, the KIPP Academy takes its kids on elaborate trips-to Washington, D.C., to San Francisco, skiing, river rafting, and to the East to visit colleges.

Students apply to KIPP simply by signing a sheet of paper that says they want to attend. Then the student and the parents must sign a contract that says the student will be at school during those hours, will behave, will do all the homework every night, and will call the

teachers with any problems. And with that, assuming there is room, the student is admitted. There are no entrance examinations or any requirements other than the commitments in the contract. Yet the academic requirements at KIPP are more demanding than even the most exclusive private schools. How is it that some kids are not left behind? Each year, Michael Feinberg, a co-founder of KIPP and the director of the Houston school, has the new students line up and run a fifty-yard dash. "I'm proud of you," he says. "You all completed the race. Some of you can run faster than others, but you can all complete the race. It's the same thing in school. Some of you will learn faster than others, but you will all learn."

Feinberg graduated from the University of Pennsylvania in 1991 and volunteered for the Teach for America program. While being trained in Los Angeles, he became friends with David Levin, who had just graduated from Yale. The two were both assigned to schools in Houston. After two years in ghetto grade schools they decided that the typical school program didn't do enough to help the kind of students they were teaching. They conceived of a more rigorous program—basically the same as the KIPP program todayand persuaded the Houston school district to let them try it with one class of fifty fifth graders in the fall of 1994. Then they realized that one year was not enough and tried to persuade the district to let them found a middle school. The district stalled briefly and then relented. Meanwhile, an offer from New York City to found a KIPP Academy in the South Bronx arrived. In the end Levin went to New York to found the school there and Feinberg stayed and founded the Houston school. He has had to scrounge for space, equipment, and teachers, but the result now is an adequate facility, a deeply committed staff, and a whole school of achieving kids.

KIPP is, as the governor said, a cheerful and hopeful place. There are frequent chants with kids beating in rhythm on their desks-the multiplication tables in rhyme, the fifty state capitals, and all sorts of mantras about reading, studying, and going to college. The teachers are enthusiastic and prepared and skillful and discussions in class crackle with electricity. But KIPP is not loose. Although the seating in classes is not rigidly formatted-sometimes in traditional rows, sometimes around tables, sometimes on pillows on the floor-discipline is intense. A visitor walking into class in most schools is an invitation for the kids to ignore the teacher to check out the new person. At KIPP a visitor can enter a classroom and nothing will change. The teacher will go on teaching and the students will keep on listening. Students are supposed to enter class and get to work even if the teacher isn't there. One fifth-grade teacher waited outside class and peeked at the kids from time to time. Then he went inside. He asked who had worked and who had not. Some who had talked confessed, but to one who did not, the teacher said, "You just dug a hole and you have a mountain to climb. Now it's going to take me months to believe you're an honest student." The motto "If you can't run with the big dogs, stay on the porch" is also a disciplinary device. There is a literal porch area in each classroom, but being on the porch means that the student is being punished for some transgression by being visibly separated from the rest of the school. The student may have to sit on the porch or wear a shirt inside out. Nor can someone on the porch go on trips or enjoy any of the smaller perks and rewards the school offers. Even the slightest deviation from the rules will bring some kind of punishment.

Feinberg defends this sometimes rough treatment because discipline is necessary for the school to work and because he thinks kids are treated too gently in school. Then they go into the world and, of course, are not treated that way. He and Levin are both tall, athletic, charismatic, and supremely self-confident. Feinberg says, "We are trying to emulate the Kinkaids and St. John's, where success is institutionalized. There are failures there, but success is the norm. If a kid goes to a good system and fails, you say, 'What happened?' In the ghetto if a kid succeeds you say, 'What happened?' We're trying to be what happened. We're trying to institutionalize success." To do that he believes a school needs high expectations, quality teachers, support from the administration, support from parents, and a huge amount of time on task. "It's one thing to have high standards, but it's another thing to keep to them. Some of the kids who come in here are pretty far from where we want them. But you have to be stubborn, keep the standards high, and work that much harder."

KIPP is not the answer for every school or for every student. There are legitimate reasons why a parent or a student would not want such long hours and such strict regimentation. But it transforms the lives of the students who want it and who do the work. And for the rest of us it is an example that shows that time and effort can overcome seemingly intractable problems without requiring lots more money or new theories or expensive facilities and equipment. KIPP is a sign that says there are no shortcuts.

NATION: Charter Schools

Education Reform: Let George Do It!

By Kelly Patricia O'Meara

The KIPP Academy, an experimental school, has developed a model program that succeeds in educating all types of students by demanding commitment and hard work.



he Knowledge Is Power Program, or KIPP, Academy is a Houston-based charter school that might be called a school of hard knocks for kids. Making the grade is tough and everyone associated with the school, including teachers, students and parents, commits to the motto: "There are no shortcuts." According to Michael Feinberg, one of the founders of KIPP, "it isn't a KIPP thing, it's a life thing."

That's quite a radical concept for a society that seems to have become comfortable with relying on politically correct excuses for failure. Rather than demand academic excellence, it

'KIPPsters': Gov. Bush, above, is the nation's foremost advocate of KIPP.

appears to have become routine in public schools to label children with substandard grades as victims of "learning disabilities."

What is even more radical about this is that KIPP has had the full support of Texas Gov. George W. Bush, the nation's leading advocate of the program. But more about that later. Feinberg and David Levin developed the KIPP curriculum in 1993 after seeing the failure of their own fifth-grade students while participating in the Teach for America program, part of a nation-

al corps of teachers who recruit and train noneducation majors for schools around the country that are experiencing teacher shortages. Feinberg and Levin didn't pass the buck and blame the kids—they decided to commit themselves to finding a solution.

بالمنبية فالمؤسلة فالسالم أساره أورادان

"One night David and I sat down at a computer and started typing out our ideas," says Feinberg. "We had listened to the master teachers — the ones with a proven success record in the classroom — and came up with KIPP. The program is built upon a few fundamental principles: There are no shortcuts; success is built through desire, discipline and dedication; the path to success is education; and excellent education is based on quality teaching, administrative support for the teachers, support from parents and increased time on task."

"KIPPsters" as these students have come to be known, attend school from 7:30 a.m. to 5 p.m. Monday through Friday and spend four more hours in the classroom on Saturdays with two hours of homework every night. And there is no long break for summer fun as these kids also spend one month of each summer in classes.

But before KIPP children ever take a seat they and their parents must sign a contract stipulating that they will adhere to the expectations of the school. For example, parental commitment includes the following:

"We will always make ourselves available to our children, the school and any concerns they might have. This also means that if our child is going to miss school, we will notify the teacher as soon as possible, and we will read carefully all the papers that the school sends home to us.

"We understand that our child must follow the KIPP rules so as to protect the safety, interests and rights of all individuals in the classroom. We, not the school, are responsible for the behavior and actions of our child."

The responsibilities of students also are spelled out in the contract:

"I will always work, think and behave in the best way I know how and I will do whatever it takes for me and my fellow students to learn. This means that I will complete my homework every night, I will call my teachers if I have a problem with the homework or a problem with coming to school, and I will raise my hand and ask questions in class if I do not understand something.

"I will always behave so as to protect the safety, interests and rights of all individuals in the classroom. This also means that I will always listen to

Reformers: KIPP cofounders Feinberg, left, and Levin, right, with Bush announce their successes.

all my KIPP teammates and give everyone my respect. I will follow the KIPP dress code.

"I am responsible for my own behavior and I will follow the teachers' directions."

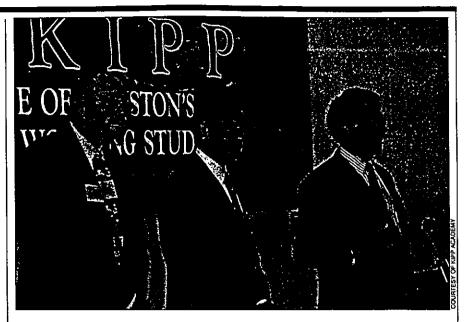
Seems like a no-nonsense approach, but does it work? Feinberg says the success is shown in the test scores. "About half of the fourth-graders entering KIPP," he reports, "passed the Texas Assessment of Academic Skills, or TAAS, test. After a year at KIPP, the passing rate on all sections of the TAAS soared to more than 95 percent, and in the upper grade levels results are closer to 100 percent. During the 1998-99 school year, KIPP led the state in TAAS scores, with 100 percent passing math and science, 98 percent passing reading, 97 percent passing writing and 98 percent passing social studies." And this, remember, is the Bush program in Texas that the governor hopes to make available nationwide. Even the National Education Association, or NEA, is support-

Kathleen Lyons, a spokeswoman for the NEA, tells Insight that "KIPP is founded by teachers so it has the teachers' point of view. The notion that all children can read is the entire function of what teachers are trying to do. Other schools could learn from KIPP. They seem to be using their time really well and a lot of what they're doing is common sense — you continually monitor your progress and teachers are trained to perform a specific task."

Lyons continues, "There is accountability up and down the scale. It's a nobrainer. They have set it up very thoughtfully and most importantly they expect a lot from the parents - a lot of participation. Most public schools expect their students to learn, but in public schools generally parents are not a big part of the program. Students who perform well at school are students who have parents at home guiding them and reinforcing what they're doing at school. These [KIPP] teachers are trained to teach one subject and they don't change the method. Teachers need to be taught just like a surgeon learns to operate."

Can it be that simple? Is it just the curriculum that has made the difference in the KIPPsters' test scores?

According to Feinberg: "There's nothing flashy about the curriculum. KIPP is our way of being more like master teachers. And we tried to make



In 1998-99, KIPP led the state in TAAS scores, with 199 percent passing math and science, 98 percent reading, 97 percent writing and 98 percent social studies.

the impression students get at KIPP last longer than when they are just here with us. We've got a wide mix of kids from every possible background academics and behavioral. We have everything from kids with dyslexia, to the gifted and talented, to kids who are in gangs. We wanted these kids and parents to work with us, and created a setting where there are very high expectations across the board. The kids know what they are supposed to do and the parents know their role is to help their child meet those expectations. It doesn't happen in a day, which is why we spend 50 percent more time in class than other kids in public school. In that much time you can have a lot of influence on them."

Feinberg is very compelling when speaking about this program. "The word yet," he says, "is very important. This kid doesn't know his times tables, yet.' 'This child can't read, yet.' From

the very beginning our goal was to get these kids prepared for life. It's a very simple concept, but difficult to implement. The kids will rise or fall to the level of expectations that are placed on them. We expect them to behave and be respectful. No one just walks into a classroom, clicks their fingers and is successful. Everyone works extremely hard to rise to expectations. The important thing is that when kids leave KIPP they keep the same behavior at their next school."

The KIPP Academy is an amazing success in a time when others are failing precisely because they look for the easy out. Take, for instance, the two presidential candidates. While Vice President Al Gore and his wife, White House mental-health guru Tipper Gore, support increased funds for training teachers to identify mental illnesses in school-age children, Texas Gov. Bush has taken a polar opposite approach. In fact Feinberg credits Bush, who this week unveiled his \$1 billion education package, as having been a major player in getting the KIPP Academy going.

"The governor helped create the legislation that made it possible to open schools like KIPP," says Feinberg. "Without him, we would never have been able to be our own state-charter school. He places a high emphasis on education, he talks about it — which means the media are writing about it — it's a topic on everyone's mind and that makes the school's mission so much easier."

Ray Sullivan, a spokesman for the Bush campaign, tells Insight, "Governor Bush is a big proponent of charter schools and especially of the KIPP Academy. He has visited the campus

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in Texas and supports charter schools on the state and federal levels, recently proposing a \$3 billion loan guarantee to fund the creation of 2,000 charter schools within two years. The governor understands that much of KIPP's success is because the parents and students are energized and it is focused on teaching children in basics, maximizing each educational task. KIPP is a model that works here in Texas and the great thing about the charter-school movement is that it allows educational innovation and strong local control and parental involvement."

A public-school teacher from Stafford County, Va., is just as strong in praising the KIPP Academy approach: "KIPP has definitely tapped into something that most teachers have known all along, and it would be great if we could operate in the same way. Children need structure and discipline in

their learning environment and it can't just be one-sided. Parents can't just send the children to school and expect the teachers to do it all. It has to be a

partnership."

The Virginia teacher continues: "The problem is that we've built in so many excuses for failure. It's as if the kids believe it is okay to fail because they've been told they have some type of learning disability. Unfortunately, what the parents and kids don't realize is that when the kids become adults, no one is going to care about their learning disability. It's a two-part process. The parents have to be held accountable for their part of the job when the kids get home, and if teachers have discipline and control of their environment in the classroom it's a win-win situation for everyone involved. Learning is a lifelong process it has to start in the earliest grades and it doesn't end just because the bell rings. The KIPP Academy appears to have mastered this philosophy."

Currently there are just two KIPP academies: in Houston and New York City. But Feinberg has just started the KIPP Foundation, creating one-year fellowships to train teachers to set up KIPP-like schools. According to Feinberg, "There are six criteria that are absolutely necessary in order to



in the spotlight: Feinberg shows off his exemplary students at the Republican National Convention.

become a KIPP Academy:

- "Extended day and extended school year.
- · "Contract between parents, students and teachers outlining expectations.
- "An effective school leader with control over staff and budget.
- "Incentives and disincentives for kids as well as for teachers.
- "High expectations that clearly are defined and observable.
- · "Great results that can be measured."

One of the incentives implemented in the flagship KIPP Academy in Houston is "incentive dollars," made possible by fund raising. "The kids earn KIPP dollars," Feinberg explains, and "the harder they work the more money they can earn." He says these earnings "turn into a weekly progress report. The kids can earn up to 20 KIPP dollars, which can be used to buy supplies at the school. There are different categories for earnings like turning in your homework, class participation, attendance, going above and beyond what is expected, etc. The parents know how their child is doing based on the amount of the check the

child brings home each week. The kids literally are given a piece of paper that looks like a regular bank check, which in turn is taken home to their parents who must sign it so the kids can bring it back to school and deposit into a checking account. It's like killing two birds with one stone?

Feinberg tells Insight: "If a parent sees that the check is only \$4 or \$5, they're going to want to know what has happened — where their child is having problems. It also teaches the kids about banking. They keep track of their account correctly by keeping a piece of paper that looks like a regular checking ledger. And by the seventh or eighth grade the kids can themselves become the bankers. It can be construed as an incentive or disincentive. But why not communicate this way with parents rather than bringing home a piece of paper that says, 'Johnny did this and Johnny did that'? It's an incentive

that the kids like and with which the parents are fully engaged."

Putting a finger on exactly what makes KIPP so successful may depend upon whose finger it is. The NEA may think it is parental involvement. Someone else may be just as certain that it is the extended time spent in the classroom, or the emphasis on personal discipline or curricular basics. But the undeniable fact is that it is successful and the attrition rate is surprisingly low. At KIPP in New York City, only 2 percent leave the program, and in Houston it is just 9 percent. Even more impressive is that the cost of educating a KIPP student is on par with the average cost of education in a similar public school. More importantly, though, is the youngsters are learning and the numbers don't lie.

For the 2000 school year, the KIPP Academy was named an Exemplary School by the Texas Education Agency and 98 percent of all KIPP students passed all sections of the TAAS, with the 2000 eighth-grade students earning more than \$3 million in highschool scholarships. If this is the kind of approach to improving public education that George W. Bush has in mind for the rest of the country, it is little wonder so many educators, in Texas and out, are saying, "Let George do it!"



The best little school in Texas — and maybe America?

Among the highest test scores in the state. Millions in scholarships. This public charter school serving Houston's poorest kids gets results.



BY DENNIS McCAFFERTY

INCE ELEMENTARY school, David Martinez could pass any class he wanted to just by showing up. This allowed lots of time with a bad crowd in Houson that led him on a dead-end path. Anxious to turn David's life around, his mother enrolled him in a different public school with a funny name, KIPP Academy.

At first, David resisted the KIPP (Knowledge Is Power Program) way: School all day and on Saturdays? Hours of homework every night? Who was the big, bald guy with the goatee, and what was with all of his rules? David grew sullen as he stared at difficult pre-algebra work --- in seventh grade. He refused to do homework.

That was two years ago.

But David wasn't allowed to slide. Teachers arranged for him to do homework at school as late as 10 p.m., away from the blaring TV of the two-hedroom apartment where he lives. Realizing he had hidden potential, they put him in

"Everybody David, 15

a top algebra class even as he struggled. Math teacher Julene wants to learn." Mohr encouraged him, pinching

"We told him he wasn't going to be able to hide his ability any-

more," Mohr says. David didn't; he made all A's.

"The difference here is that everybody wants to learn," says David, now 15. "If I see one entire side of people doing this, I want to go to that side because they're the ones who are winning.

While KIPP is designed for students in grades five through eight, it allows promising students such as David to stay on for their ninth-grade year so they can improve their chances of getting into a high school of their choice.

The 300-student school, in its fifth year, now has a waiting list 300 students long. The results speak for themselves. The students, mostly low-income and minority, have posted among the highest scores in Texas academicassessment tests for four straight years. An impressive 100% of the student body passed this year's math tests -10 to 16% higher than state averages. And of last year's departing 50 students, more than half are on four-year high school scholarships worth a combined \$1.2 million.

It is a success story mirroring a national explosion in so-called charter schools, publically funded but independently run. (See "Charter school boom" below)

"It's an option where they can start from scratch and

design a school that's custommade for the kids," says Howard Fuller, of the pro-charter Institute for the Transformation of Learning at Marquette University in Milwaukee. "It's for people with a deep belief in kids but also an entrepreneurial spirit."

At KIPP Academy, that person is co-founder and principal Michael Feinberg, who sports the gostee and an earring, His approach is so basic it seems revolutionary: Students show up at 7:25 a.m. sharp and stay until 5 p.m. every day but Fridays. Several hours of homework every night are mandatory. With the demanding schedule comes high expectations. Students - as well as parents and teachers - must sign contracts pledging total commitment.

"It's not rocket science," says Feinberg, 31. "We lengthened the school day. It gives us moretime for math, science and reading. We assign more homework. It's so simple that most people don't get it." KIPP is so unusual that, on a recent day, students applauded when a quiz was announced.

Among KIPP's innovations:



THE CHARTER-SCHOOL BOOM

Charter schools an publically funded, but independently run. That autonomy is sparking successes and a surge in interest:

► The White House will give out \$95 million in grants to increase the number of charte schools to 3,000 by 2002.

In the past year, the number of charter schools has grown from 1,200 to 1,700. Forollment is up to 350,000 students in 31 states and in Washington, D.C.

▶ Proponents say these schools succeed because they pursue Innovations without the top-heavy system hindrance.

- Teachers are on call 24 hours a day, seven days a week, carrying cell phones that may chirp dozens of times a night as students call for advice and homework help.
- Saturday and summer sessions are mandatory.
- KIPP pays a college student and alumni to stay late at night so its pupils can study there.
- There are uniforms, but if you see a student wearing ≠ shirt turned inside out, it's not a rebellious fashion statement. It means he or she has had a disciplinary run-in and is sitting on "the porch," KIPP's version of the time-out chair.

Students such as eighth-grader Emilio Gonzales constantly are asked by friends and even relatives why they go to such a tough school. His father, Emilio Sr., was ready to offer his car and home as collateral on a loan for privateschool tuition before enrolling Emilio in KIPP Now, three years later, young Emilio has an answer: "This is going to pay off in the long run; high school, college and life." [22]

USA WEDCEND + Nov. 19-21, 1999

EDUCATION

Structure and Basics Bring South Bronx School Acclaim

By ABBY GOODNOUGH

In a ragged corner of the South Bronx, a small educational experiment is producing some of the most impressive results that the New York City school system has seen in years. Employing unconventional techniques, a school has won praise from left and right and is helping shape the national debate on how the most disadvantaged students should be taught.

Dressed in bright shirts that say "There Are No Shortcuts," middle school students at the school, the KIPP Academy, raise their hands constantly, take diligent notes and chant motivational slogans in unison. They cheerfully adhere to a schedule of 7:30 A.M. to 5 P.M., take mandatory music lessons and even attend Saturday classes at KIPP, which is tucked into a nondescript wing of Intermediate School 151.

KIPP — which stands for the Knowledge Is Power Program — Is perhaps the city's most regimented public middle school, with a highly structured approach to learning that emphasizes critical thinking and the basic skills. Students are chosen on a first-come, first-served basis.

"I don't have time to play," Adaobi Kanu, a chatty eighth grader, said without a hint of regret last week. "I don't get home until around 7, and I get straight to my homework. After three years of doing it, it's fun."

KIPP students scored higher on citywide tests last year than any other public middle school students in the Bronx, with 66 percent above the national average in reading and 70 percent in math. Half of last year's graduating class, the school's first, went on to private or selective public-high schools, and more than a dozen eighth graders are applying to boarding schools like Deerfield and Hotchkiss this year. KIPP students are all black and Hispanic, and many live in the housing projects that surround LS. 151, on E. 156th Street just blocks from Yankee Stadium

Questions have been raised about whether such a lockstep approach stifles creativity, and whether it could be replicated, given that KIPP's success has hinged so much on its dedicated teachers. The school is winning widespread acclaim, with educators from around the nation visiting regularly.

nation visiting regularly.
So what is KIPP's secret? Its leaders point to an environment so tightly controlled that the 240 students have no time to slack off. The shirts they are required to wear have "Laws of Success" embla-



Librado Respers/The New York Times

Fifth-grade students at KIPP Academy in the Bronx are led in chants and musical interpretations of their studies.

zoned on the backs, including "self-control," "pleasing personality" and "a definite chief aim." They shout their many chants — "The more you read, the more you know! Knowledge is power, power is freedom!"—like mantras.

Every student promises in a signed contract to "aiways work, think and behave in the best way I know how." Parents promise to "check our child's homework every night," and all of the school's 11 teachers agree to "always make ourselves available to students" by phone and beeper. Anyone who breaks these rules has to leave. So far, that has amounted to one teacher and two students per year, on average.

"Everyone is trying to reinforce this message of building the academic skills, the intellectual skills and the character skills," David Levin, the school's 29-year-old director, said during an interview last week in his cluttered, chaotic office. "That's why it works."

"That's why it works."

The KIPP Academy is modeled on a program that Mr. Levin and a friend, Michael Feinberg, started in Houston in 1994, after they had spent two years in the nationwide Teach for America program. The program flourished, and in 1995, Mr. Levin — a boyish Yale graduate with the demeanor of a head cheerleader — won a grant to open a similar school in the

Bronx. The Board of Education provided space and money for teacher salaries, but so far, the school — technically an annex of Public School 156 — relies on grants and private donations for all other expenses.

expenses.

Mr. Levin has proved himself a talented fund-raiser: he brings in about
\$150,000 a year to pay for textbooks and
supplies, instruments for the school orchestra, overtime pay for teachers and
other expenses. About \$90,000 goes toward annual class trips to far-flung spots.

Mr. Levin says he accepted the first 64 students who signed up for the fifth grade last year (more than 250 others ended up on a waiting list) without judging their academic records. But while he insists that the students are just like those in the District 7's other public schools, it could be argued that their parents, who make the effort to seek out KIPP, are particularly ambitious for their children.

KIPP's teachers, many of whom came from other public schools in the Bronx, are unusually devoted to their Jobs and their students. They work at least 47.5 hours a week — 16.5 hours more than the union contract requires for middle school teachers — and they are paid for only part of the overtime. "We get tired, but it's the kind of exhaustion that comes from having a good time and making a

difference," said Fred Shannon, who re cruits and trains KIPP's teachers.

Take, for example, a fifth-grade math class last week, where the students were reciting multiplication tables could have been mistaken for unusually chipper boot camp recruits: "There it goes, 3, 6, 9, 12, 18, 21, 24, 27, 30, uh-huh, 36, uh-huh, these Kiposters got it going on!".

these Kippsters got it going on!"
In interviews, students rarely diverged from KIPP's party line. Asked whether she minded the structure, Juanita Ramos, 13, sounded as if she were launching into one of KIPP's chants, "The structure that we have builds us up as people, so we can be leaders as well as followers," she said. "Sometimes it's important to follow, because you might not always know how to lead."

But any criticism of the school's methods is so far drowned out by its achievements, which have so impressed Fernando Ferrer, the Bronx Borough President, that he is pushing all of the borough's school districts to start similar programs. "There isn't any special alchemy here," Mr. Ferrer said. "It's just a straightforward approach to teaching and learning, which is something we need more of in New York. What it comes down to is identifying the people who can make this happen."

LEARNING CURVE

A public school that works.

Back to Basics in the Bronx

By David Grann

ow! Pow!" says one of the kids, his finger pointed like a pistol at another boy's head. "You're a dead motherfucker, you hear me?" The other kid falls back a step as if he had actually been shot; then, ready to strike back the old-fashioned way, he makes a fist. While other students look on, eager for something, anything, to happen, a security guard steps between the two combatants. "Get outta here," he shouts. "Go home." The boys stare at each other in the squalid

heat—their baseball caps flipped backward, their hands coiled like springs-and then slowly disperse in the direction of the Andrew Jackson housing projects across the street. It is three o'clock in the afternoon, and the first day of classes at I.S. 151, a middle school in the heart of the South Bronx and one of the lowest-performing schools in the district, is officially over. But, as the kids race through the open metal gates into the streets, another commotion, even louder, erupts on the fourth floor of the school building. "What room is this?" someone shouts. Suddenly two dozen voices cry out in unison:

This is the room That has the kids Who want to learn To read more books!

A train rattles by outside the window. The teacher, a tall black man with thick arms and legs, asks, "Is KIPP in the house?" and the students begin to pound their feet against the floor, chanting over the clacking rails:

No need to hope For a good-paying job With your first-grade skills You'll do nothing but rob You got to read, baby, read! You got to read, baby, read!

As the cries filter out the window, there seems to be something slightly unnatural about them, as if they were coming

from one of those TV ads for literacy the networks play during Saturday morning cartoons. But the sounds of the KIPP school are so familiar by now that few passersby even seem to notice them. Set in one of the city's worst neighborhoods, and in the same building as I.S. 151, the Knowledge Is Power Program has become an educational oasis, a public school that is defiantly and mysteriously working. Founded by two recent Ivy League graduates in conjunction with a similar program in the barrios of Houston, Texas, the Bronx school, as well as its Texas counterpart, has produced such high success rates that other educators have suspected both schools—despite



LEX TEHRAI

having absolutely no evidence—of somehow manipulating their statistics. At KIPP Academy in Texas, where nine out of ten students are Hispanic and need assistance for school lunches, only about one-third of the students who enrolled could pass the state's reading and math tests; after only a year in the program, more than 91 percent passed.

In the Bronx, the results have been just as miraculous. In two years, reading scores have jumped by 54 percent. More than 70 percent of the students are now scoring above the national average in math, making the KIPP Academy the highest-performing public middle school in the Bronx for the second year in a row. What's more, it has remained—in contrast to the KIPP Academy in Texas, which recently became an open-enrollment charter school—part of the public school system.

David Levin launched the original KIPP in 1994 with his friend Michael Feinberg, after they had spent two years as elementary school instructors in the nationwide program

24: october 4, 1999

LEARNING CURVE

Teach for America. It started as a special college-prep program for fifth-graders within the Garcia Elementary School in Houston, initially open to anyone in the school and eventually to anyone within the district. In the first year, 45 students signed up. But school officials were less enthusiastic, and the program was forced to hopscotch from building to building in search of a permanent home. Even during this struggle, Levin decided to expand to New York City. He lobbied the New York authorities, insisting that he could do what most critics said he couldn't: build a successful middle school from scratch in the heart of the Bronx. In 1995, after much resistance, the Board of Education relented and gave him space, but ended up paying only for the faculty, leaving Levin to raise money for almost everything else—textbooks, music equipment, even phone services.

s word of kipp's success has spread, academics from Argentina to Japan have descended upon it, trying to uncover its secrets. President Clinton recently invited the 29-year-old Levin to the White House. Acrew from "60 Minutes" has visited, gathering data for an upcoming broadcast. When I arrive one morning, two journalists from Sweden are roaming the corridors with their microphones. "We could learn from this" in Stockholm, one of them tells me.

The roughly 240 students in grades five through eight are quietly filing into their classrooms, which are named after universities. "UCLA will always meet over here," says Levin. "NYU over here." The students are dressed in bright yellow shirts that read "Knowledge Is Power" on the front and on the back list "The Laws of Success": "self-confidence," "a definite chief aim," "self-control." In the main hallway, students first pass a giant replica of the contract they signed vowing to attend school some 67 percent more than the average student, including on Saturdays and during summers, and then other signs motivating them to a higher order: "Excuses are for losers!" "There are no shortcuts!"

Between classes, the students are required to stand in neat rows, backs ramrod straight and mouths closed, and march along the black lines that bisect the corridors. Everything is monitored, from diction to dress. The boys are not allowed to wear baseball hats, stocking caps, or "do-rags." The girls can't wear makeup or artificial nails. Beepers and cell phones are not permitted. No baggy pants or hoop earrings, either—because, as Rachel Ademola, an eighth grader, tells me, "they may give you an attitude, and if you have the wrong attitude then you might not get a job."

In contrast to the national trend toward multiculturalism, there is a conscious effort at KIPP to transform the students' culture into that of the mainstream. While I sit in on a music class, one of the girls begins to raise her voice in anger at the teacher, her arms folded and her chin cocked to the ceiling. "You're going ghetto on me," the teacher shoots back. "Don't start going ghetto on me."

At Kipp, teachers are willing to do something other schools are increasingly afraid to do: teach morality and decorum. "Everything we do is about building character skills," says Fred Shannon, a 30-year veteran of the New York public school system who now selects and trains staff for Kipp. In

music class, when one of the girls sits with her legs spread apart, the teacher assumes a parental role. "When you have a short skirt on," he says, "you must sit a certain way." He instructs the female students on how to keep their skirts from "riding up" and their legs together. If a girl sees her classmate sitting the wrong way, he says, she should quietly inform the person, and, if a boy notices, he should politely tell another girl to say something. "We must all learn to act like ladies and gentlemen," he says.

This KIPP culture is maintained the old-fashioned way, through after-school detention, suspension, and even, on rare occasions, expulsion. (In Houston, miscreants must sit on "the porch" while other students walk past them all day.) The teachers, however, rely less on force than on a kind of reverse peer pressure. When one student misbehaves in class, all the students must stand, leave the room, and reenter in silence. If one student talks on the stairwell, the whole class has to walk back down the four flights and up again.

Along with these punishments, the school offers the students elaborate incentives to behave—to act like "KIPPSTERS." Every week, the students receive points based on their performance and conduct. These are calculated on forms that resemble actual paychecks, which the students and their parents must endorse on the back. The students can then use these "checks" to purchase materials at the school store, including books, T-shirts, even computers. In short, they are paid to study—a fact that many critics consider crass at best and unethical at worst. "You want to inspire them to do better, but you also need to be pragmatic," says Marina Bernard, a slender Haitian-American who is one of the school's original teachers.

While the school uses the "paycheck" system to teach youths to earn rewards and manage their money, it also serves as an introduction to the working world. Every Friday, even the ten-year-olds dress like corporate executives, in suits and ties or full-length skirts, their long cornrows often tucked under their blazer collars, their braids pulled into buns. "The rest of the world goes casual," says Levin. "We go professional."

HE RESULTS OF this unabashed indoctrination are evident at noon each day, when the students from the KIPP Academy and from I.S. 151 flow into the same cafeteria. On the left side of the room, the I.S. 151 students swarm around the tables, screaming and yelling, their baseball caps turned backward, their high-tops unlaced, while a man with a bull-horn walks back and forth, futilely squawking at them. On the right side, the KIPP students—many of them the recipients of glares from the other side of the room—sit neatly across from each other, their shirts emblazoned with "The Laws of Success," their voices hushed. When a teacher wants their attention, he simply claps his hands once and everyone falls silent.

It is this controlled environment, the KIPP instructors say, that allows them to do what is most important: teach. "This removes all the nonsense" that distracts from the classroom, says Shannon. And, in an age of radical new theories of how to teach children, the KIPP curriculum is a return to the

LEARNING CURVE

"three Rs": reading, writing, and arithmetic. "There is nothing fancy," Shannon says.

Instead, the creativity lies in the lesson plans, which are carefully constructed to keep students engaged from 7:25 a.m. until 5 p.m. In math, the students yell out "Oohahh!" after solving a problem, then clap their hands and chant, "Piece of cake, piece of cake." They learn the multiplication tables as raps. In English, they read Willie Wonka and the Chocolate Factory and then create their own fantasy factory with hand-wrapped candy bars.

Despite all this remarkable stuff, there's something oddly mundane about the school. Rather than by a secret formula, it is governed by the same forces that govern most professions: discipline, accountability, high standards. Which raises the question: Can KIPP work elsewhere? Doubters say that the school maintains an unfair advantage in resources. In fact, though Levin raises private funds, the school's overall budget remains comparable to that of other schools in the city—only it's spent more creatively. Still other doubters say that the school is somehow "skimming"-getting the best students. There is some truth to this. Because parents choose to send their kids to KIPP and sign a contract stating that they

agree to the rigorous hours, the students are more likely to come from families with at least a vague commitment to education. Yet applicants for the fifth grade are accepted on a first-come, first-served basis and seem to reflect the neighborhood.

One day after classes, I bump into a wiry kid from the Andrew Jackson housing projects who tells me that his mother has just gotten out of jail and that his father died before he was born. He has already been suspended from the KIPP school four times, he says, for "acting crazy." His pants hang down off his hips as he retreats back into the projects, where, he told me, he recently found an automatic hidden in the grass. Across the street, his friends are listening to music and shooting baskets in the dusk, and he looks toward them as if unsure whether to join in. Then, all of a sudden, Levin appears in the distance and begins to yell at him. "If you want to be famous and talk to reporters," Levin shouts. "you better make sure you wear a belt tomorrow." The boy stops and stares at him for a long moment. He seems to be thinking of something else-maybe the gun, or maybe his mother, or maybe simply his friends playing ball. Then, in an instant, he smiles, turns, and heads straight home.

Houston Press
BESTOF
HOUSION

SURVIVING THE URBAN SUNGLE

READERS'
CHOICE

BEST
CHARTER SCHOOL

KIPP Academy

AMERICA'S NEWSPAPER

The Washington Times

WASHINGTON, D.C., SUNDAY, MAY 30, 1999 ***

7 principals earn honors for challenging teaching

■ These mayerick educators prove children can not only learn but excel despite poverty.

By Andrea Billups

Michael Feinberg and David Levin don't look or act like they would be hell-bent on saving education in America, but their efforts make a heavy case for dramatic

Serious when they need to be, the youthful principals are deter-mined fun-seekers on a back-to-basics mission to show children a boundless future through learning

and achievement.
Their hard work as maverick educators in Houston and New educators in Houston and New York has drawn the attention of the Heritage Foundation, which recognized them and five other principals from public, private and charter schools. The foundation says these candidates prove it is possible, despite limited resources and daunting environments, for poor children to not only learn, but excel.

"We have to let people know that this isn't just celebrating success," said Samuel Casey Carter, a Brad-ley fellow at Heritage who led a daylong seminar in Washington re-

see SUCCESS, page C8

FROM PAGE ONE



A fifth-grade class in Housion's KIPP program visits the Heritage Foundation in Washington on a field trip.

SUCCESS

From page C1

cently honoring their achieve-ments in education.

"They fundamentally raise the bar on the entire school system in the country." Mr. Carter said.
"Once people realize what these schools have accomplished, there will be no excuse for the protection of poor performance."

Mr. Peinberg, the quirkier part-ner in their self-described "Mike and Dave show," shaves his head and cuts an imposing figure at 6 feet 4. He gestures wildly as he talks and is known for singing in classes to promote his own brand of academic shtick.

Mr. Levin, the shorter one,

of academic shitck.

Mr. Levin, the shorter one, fronts a full shock of dark locks and a charming, boyish humility that brings to mind one of those hip, urban cast members from the

popular television show "Friends."
Once elementary teachers in some of Houston's poorest public schools, the veterans of the Reach schools, the veterans of the leach for America program and New York natives got tired of watching their hard work promoting values, character and achievement go down the drain in a system that wasn't working. Rather than complain like many of their colleagues they accepted

of their colleagues, they accepted responsibility for the failure and blamed themselves for the downblamed themselves for the down-fail of their students, many of whom are Hispanic, low-income and seemingly destined for a never-ending cycle of drugs, pro-miscuity, gangs and despair. One night the buddies devised their own plan for education called KIPP (Knowledge Is Power Pro-

gram). They threw away conven-tions favored by many schools across the nation and created a rigorous program founded upon a culture of tradition, redemption and hope. Their motto: "There are no shortcuts."
"It's not all children can learn,"

said Mr. Feinberg, an all-star prin-cipal who just turned 30 years old. "At KIPP, it's all children will

The KIPP model would not be popular with most of today's children, parents or teachers. It means more time on task with a school day that runs from 7 a.m. to 5 p.m. Monday through Friday. It also calls for classes on Saturdays, mandatory summer school, uniforms and at least two hours of homework every night.

Parents, the KIPP children and their teachers all must sign a contract and follow it to the letter. Teachers are on-call 24 hours a day and required to carry cell phones with roll-free numbers to make themselves reachable and accountable to students who need guidance away from class.

Faculty make regular visits to The KIPP model would not be

guidance away from class.

Faculty make regular visits to
the students' homes to reinforce
their expectations and to discuss
concerns with parents, many of
whom face their own daily struggles in making ends meet.

"We put no limits on what teachters can do here" said Mr Edi-

"we put no limits on what teachers can do here," said Mr. Feinberg, who acknowledges his faculty is paid well. "But their signed commitment to excellence makes them morally and contractually obligated to see that their students

obligated to see that their students succeed. They know they have to teach until kids get it."

KIPP's ultimate goal is for students to score high enough on the Scholastic Assessment Test (SAT) to get into a good college, where a degree will give them unlimited opportunities in life.

The KIPP formula, although unique, began humbly in one classroom as an academically challenging program for 5th graders. Five years later, Mr. Levin and Mr. Feinberg have opened two successful middle schools.

One operates as a charter school

cessful middle schools.

One operates as a charter school in the Gulfton area of southwest Houston. The other thrives as a public neighborhood school in New York City's rough and rugged South Bronx.

The curriculum aligns with public schools in the fifth grade but accelerates to honors-level courses as students learn more and move on. The schools use dif-

and move on. The schools use dif-ferent approaches and textbooks and, instead of focusing on state standards, they focus on their own

higher goals.
Those students who excel are rewarded with KIPP dollars, which they can use to purchase compact discs, school supplies or other items at the academy's general store. Those who misbehave are removed from their "team" in ate convocation their team in the classroom and relegated to study time alone on "the Porch"— as in "if you can't run with the big dogs ... "Mr. Feinberg explained

study three ance on the return as in "if you can't run with the big dogs ..." Mr. Feinberg explained with a grin.

"There are no suspensions," he added. "That's giving kids a vacation when they need to be in class."

Students who don't do their contract — are sent to "Wall Street." There, like the toiling executives in New York's financial district, the students stay after school until they complete their out-of-class assignments, no matter how late. "We override all excuses," Mr. Feinberg said.

The "KIPPsters" as they like to call themselves, boast surprising records of success, a quality their teachers instill "as a way of life."

The pupils in the fifth through inth grades at the KIPP Academy in Houston scored in the 61st percentile on national reading tests and in the 81st percentile in math. After the first year of taking the Exas Assessment of Academic Skills Test, KIPP students have a pass rate of nearly 100 percent.

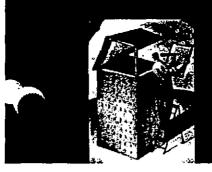
At KIPP New York, pupils in the fifth through eighth grades scored in the 69th percentile in reading and the 81st percentile in reading and the 81st percentile in reading and the 81st percentile in reading and the 81st percentile in the South Broax.

For their outstanding effort, the

Bronx.

For their outstanding effort, the KIPP founders joined five other U.S. principals as recipients of the 1999 Salvatori Prize for American Citizenship. The other honorees are Irwin Kurz of the Crown School in Brooklyn, N.Y.; Gregory Hodge of the Prederick Douglass Academy in New York City; Nancy Ichinga of the Bennett-Kew Elementary School in Inglewood, Calif.; Hellen DeBerry, formerly of Earhart Elementary in Chicago; and Ernestine Sanders of the Corperstone Schools in Detroit. nerstone Schools in Detroit.

Education



IN PRACTICE

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At-Risk Students Steer Past Obstacles, Accelerate Toward Achievement at Unique Charter School

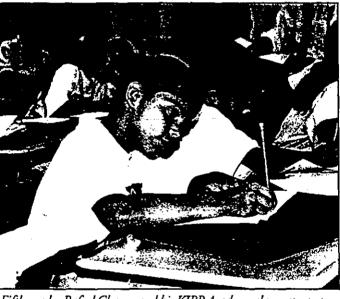
BY CRAIG HENDERSON

any of their parents never made it past middle school. Many of their neighbors will never make it past the inner-city land mines of drugs, gangs, and For kids in violence. Houston's poorest neighborhoods, it seems college would be the farthest thing from their minds. Instead. it's foremost in their thoughts.

"I want to go to Harvard and become a lawyer," says Jackie Guzman, a ninth-

grader at KIPP (Knowledge Is Power Program) Academy. Her sister, Karina, an eighth-grader, has her sights set on the University of Michigan and a career as an architect. "I want to build big houses," she says.

The sisters and nearly 300 other "at-risk" youths are heralded as "Houston's Hardest Working Students" by a banner at the KIPP Academy entrance. It's hard to argue with the claim. The fifth-grade through ninth-grade students, nearly all of whom are Hispanic or African-American, spend about 67 percent more time in class than any other middle schoolers in the country. KIPP Academy is their life from 7 a.m. to 5 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturday. Many students devote an additional two hours to an SAT



Fifth-grader Rafael Chavez and his KIPP Academy classmates put pencils to paper.

(Scholastic Assessment Test) preparation class on Saturday afternoons. The school year runs from September to July. Teachers assign about two hours of homework each day.

"Our life is school," says eighth-grader Bianca Medina, "but we love this place. There's nobody in this area doing what we're doing."

The reason for the academically rigorous schedule is simple: There's no time to waste if the aspir-

ing collegians are to realize their dreams. According to KIPP co-founder, director, and teacher Michael Feinberg, "We're in the fourth quarter with two minutes to go."

KIPP Academy, a wildly successful charter school that takes a college preparatory approach to public school education, is actually an outgrowth of frustration. Feinberg and David Levin, Ivy League graduates completing two-year Teach for America commitments as elementary school teachers in 1992 and 1993, saw firsthand evidence of the problems facing Houston's innercity school children and public school systems in general. They witnessed promising elementary students-energized to learn and achieve in fifth grade-gradually losing interest in education during middle school, frequently skipping classes, and often succumbing to the negative influences of urban life.

Feinberg and Levin knew the statistics. They knew only half of their former students would graduate from high school, and less than 20 percent of them would apply to college.

"Somewhere between elementary school and the end of high school, we are losing just about everybody," Feinberg says. "Dave and I saw that and felt that personally once we established relations with these great kids and realized they were heading down a dark, dismal road. KIPP was our frantic response to do something to change the direction that road was going to take them."

NO LIMITS

Begun at Macario Garcia Elementary School, the Knowledge Is Power Program became a public school in 1995 when Houston Independent School District officials voted to provide salaries and facilities for the vacademy that initially worked proactively with fifth graders only. KIPP Academy has added a grade level each year and has grown from 71 students living in the city's Gulfton community in 1995–96 to an estimated 300 students from across the city this fall. Its recent designation as a state charter school—along with local sister high school, Project Y.E.S.—means that funding will now be provided by the Texas Board of Education. The arrange-

STAFFBOX

editor VICKI J. POWERS

designer Eric Heißberer

printer Champagne Printing

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ment allows KIPP Academy to operate free of many public school mandates and act more autonomously than other public schools.

Children are not selected to attend the cutting-edge academy that already has posted achievement test scores that rival those of private schools in affluent areas. Instead, they, with their parents' approval, choose to attend KIPP Academy rather than remain at their zoned public schools. KIPP teachers often visit fourth-grade classrooms and canvass neighborhoods to identify children interested in attending the academy, but parents from the local area serve as the school's best recruiters since they learn by word of mouth which children are potential "KIPPsters."

With the possible exception of space limitations, no factors eliminate children as candidates. As Feinberg explains, "With our incoming fifth-grade class we don't look at their grades or their test scores, and we don't talk to teachers about past conduct and past performance in the classroom."

"You don't have to be a smart person to come here," says Medina. "It's your choice to be here. [Teachers] just want you to do your best. ... They expect you to do your best."

GREAT EXPECTATIONS

Medina's observations are right on the mark. Expectations are a key ingredient in the KIPP recipe for success. But unlike traditional public school settings, in which, according to Feinberg, expectations for academic, behavioral, and intellectual objectives are set high but compromised at a lower level, KIPP Academy takes a different tack. It is guided by its motto, borrowed from 1992 Disney Teacher of the Year and KIPP board member Rafe Esquith: "There are no shortcuts."

"It's easy to create high expectations, but it's very difficult to maintain them, especially when you see the disparity between where the kids are coming in compared to your expectations," relates Feinberg. "At KIPP, because we believe there are no shortcuts, the key is doing whatever is necessary to find ways to make kids rise

to that high level. In fifth grade we start by simply communicating what those expectations are."

Prior to a student's enrollment, expectations are spelled out in a contract called the KIPP Commitment to Excellence. The form explicitly states what is expected of teachers, parents/guardians, and students. The signature of each party is required for admission to the school.



Michael Feinberg grabs the attention of his fifth-grade math students with engaging educational exercises that require their participation.

One component of a parent's commitment, for example, is to "check our child's homework every night, let him/her call the teacher if there is a problem with the homework, and try to read with him/her every night." Students must "always work, think, and behave in the best way I know how" and "do whatever it takes for me and my fellow students to learn," among other things. Failure to live up to the KIPP commitment can lead to expulsion for students and dismissal for teachers.

"These commitments are pretty extreme," acknowledges Feinberg, stressing the school's long-term goal of getting kids to college. "In a sense, we expect these families to make education their No. 1 priority for the next eight years."

Laurie Bieber, a teacher who serves as KIPP Academy's director of development, says kids entering fifth grade realize right away that they are in a completely different environment. They are given homework on day one, expected to call teachers at home with any questions, and taught that excuses are unacceptable when it comes to completing assignments. Their first year involves adopting the philosophy that there are no shortcuts to success and happiness in life; as Bieber puts it, they are "KIPPnotized."

"Our expectations are high, and we've found that these kids will rise to any expectation you set," Bieber says. "We don't give them busywork. We want everything we teach to be relevant to their inner-city lives and their goal of going to college."

CATCHING UP TO THE PACK

KIPP Academy depends on the extra classroom time provided by its extended-day/extended-year strategy to bring its fifth-grade students up to an academic level on par with students in other public schools. Since many new students are "below grade level" when they enter KIPP's fifth-grade classes, it is the only logical way to close the gap.

"The extra time allows us to get them caught up without sacrificing their complete education," Feinberg says. "In order to get their math and reading caught up, we're not sacrificing science, history, and music. We're still able to offer them a well-rounded education."

Because most 10-year-old kids don't have a natural desire to spend 10 hours a day in a classroom to learn reading, writing, and arithmetic, Feinberg says it is important for them to "acquire the taste" for learning. There must be some motivating factor to make them want to go through the intense KIPP process.

"It is my job to get the kids to buy into the mission, buy into the learning process, and help them learn how to learn—to make them appreciate it," he says. A high-energy fifth-grade teacher who engages his students with chants, shouts, and rhythmic beats to aid memorization of multiplication tables and state capitals, Feinberg describes himself as a "set-up man" for KIPP's other 20 teachers.

"Those chants are nice and all, and they're fun, but I certainly don't have chants that are going to get these kids to college," Feinberg says. "The chants are intended to help the kids focus on some of the basic skills, which they can use as a springboard to work with other teachers at the higher grade levels in more traditional academic settings."

By the time KIPP students reach Julene Mohr's seventhgrade class, they have mastered the skills necessary to progress at an accelerated pace. Only two years after "rapping" their multiplication tables in Feinberg's class, the

"We're really going back to the basics."

LAURIE BIEBER,
DIRECTOR OF DEVELOPMENT

students are solving quadratic equations and completing assignments from a ninth-grade algebra book in Mohr's class.

"In fifth and sixth grade, we're able to get them ahead of where they're supposed to be compared to other public schools in the area and more on track compared to private schools," explains Mohr, one of several KIPP teachers recruited from Teach for America, a fast-track teacher certification program that places promising college graduates in inner-city and rural classrooms for two-year stints. KIPP also recruits master teachers from the local community and traditional four-year programs.

Teachers maintain high expectations, a consistent message, and a shared language from one grade to the next, according to Mohr. She says the students discover how succeed in any academic setting, even in the face of ly varying teaching styles.

"They bring the tools and they follow the rules, so it doesn't matter who their teacher is or how good or bad the textbook is," Mohr says. "They are determined to focus on doing whatever is necessary to get the information and knowledge they need."

As students progress through the KIPP system, expectations are augmented and responsibilities increased. Seventh-graders read about a dozen Englishlanguage novels during the year while enhancing their bilingual skills with high school-level Spanish language and literature classes. This year, the school's eighthgrade curriculum will be taught at a high school level, allowing students to earn high school credit for certain classes so they will proceed to an honors and/or advanced placement track.

After only two years in the KIPP Academy program, students are no longer scrambling to catch up with their counterparts in other schools; they are striding past them. During the sixth, seventh, and eighth grades, academy teachers estimate that students at the school are accelerated nearly two years beyond their peers in other schools throughout the local district.

KIPP Academy, now beginning its fourth year, has consistently proved that its college preparatory approach to public education can produce impressive results. Of the students initially enrolled at the school, only 57 percent passed the Texas Assessment of Academic Skills (TAAS) reading tests as fourth-graders. After their first year at KIPP Academy, 98 percent passed. Now, with nearly all of its students easily passing all phases of the state test—reading, math, writing, science, and social studies—KIPP Academy has been recognized as a Texas Education Agency Exemplary School for three years running.

Another assessment tool, the Woodcock-Johnson Tests of Achievement, also validates KIPP Academy's methods. Administered to this year's eighth-graders as they entered fifth, sixth, and seventh grades, the tests have identified marked improvement in a variety of academic areas each year and provided evidence of the accelerated nature of the program (Figure 1).

+1.89

Letter-word Identification Passage Comprehension Applied Problems Writing Samples Mean of All Tests Calculation Dictation **Entering 5th** 5.88 5.32 5.41 3.68 4.09 4.78 4.86 7.46 7.03 7.30 8.07 4.87 **Entering 6th** 5.61 6.72 1-Year Difference +2.25 +1.98 ì 2.66 +1.19 +1.52 +1.86 Entering 7th 8.45 8.44 11.35 6.01 6.33 11.21 8.63 1-Year Difference +4.05

The Woodcock-Johnson Tests of Achievement

Figure 1: Numbers represent average national grade levels.

"If you think about it, we're really going back to the basics," Bieber says. "We're just spending more time on task. It makes sense-working harder."

+.99

COLLEGE, COLLEGE, COLLEGE

The assessment results are encouraging, but they cannot determine whether KIPP Academy has achieved its ultimate goal. Only time will determine that.

"We'll be gratified starting in 2002 when our kids are getting their diplomas and going to college," Feinberg says. That's when we'll know we've done our jobs fully."

Not a day goes by that KIPP Academy students don't hear about college in more than one class from more than one teacher. It's part of the KIPP mission—to instill in them the belief that they "must and will attend college." For children from more affluent neighborhoods, such a message is commonplace, usually coming from parents who attended college themselves. But for minority students from neighborhoods where few parents reached that level, there is no steady drumbeat to remind them of the long-range goal.

"It's not about high school," Mohr says. "It's about college, college, college. The more you hear something the more it becomes ingrained. They hear the mission, and it becomes a part of who they are."

Starting in seventh grade, KIPP Academy students begin taking a voluntary SAT preparation course, researching colleges, and determining what they must accomplish in terms of grades, extracurricular activities,

assessment scores, and recommendations to gain entry into their colleges of choice. During annual field trips to places such as New York City and Boston, KIPP students have paid visits to M.I.T., Columbia, Harvard, and many other universities. It's all part of KIPP's belief that, when it comes to college, it's never too early to prepare.

+.72

"People think it's early, but we'd like to expand KIPP downward and start talking about college with 4- and 5-year-olds in kindergarten," Bieber says. "It's never too early."

BIG CARROT vs. BIG STICK

Because KIPP Academy students are a reflection of the communities in which they live, safety valves must be in place to help them escape the problems that plague their neighborhoods: drug abuse, broken homes, teenage pregnancy, gangs, and juvenile crime. According to Feinberg, there are two reasons KIPP Academy students are far less likely to make the life-altering mistakes of so many of their peers. One involves the provision of alternatives. Through the school, kids are made to feel as though they're accepted as part of a social group, which helps fulfill the social needs that all too frequently are met through misguided channels. The second reason involves a reward and punishment system Feinberg refers to as the big carrot vs. the big stick.

"On the big carrot side, kids know that if they don't give in to those influences, their correct decision will be rewarded," Feinberg says. "And on the big stick side, I think most of our kids really care how their teachers would react if we found out they were in gangs or doing drugs or anything like that."

Feinberg says the system, which focuses on consequences, works because students who behave properly are, in a sense, doubly rewarded, while their misbehaving and underachieving classmates are doubly punished.

"If someone in our school gets punished, there are two bad things that happen," Feinberg explains. "They get the punishment, and they don't get the reward, whereas the kids who do the right thing have two good things happen: They get the reward, and they don't get the punishment."

For instance, students who live up to their KIPP commitments enjoy recreational/educational trips to various points of interest locally, the freedom to socialize with friends during the school day, and academic field trips to far-away sites such as Washington, D.C.; hiladelphia; Chicago; and national parks in southern h. Students who fail to fulfill their commitments miss out on all that and are relegated to the school's dreaded "porch"—more a consequence than a physical place.

Students on the porch must attend class, but they cannot speak to anyone in the classrooms other than teachers, cannot socialize with friends at lunch time, cannot attend any field trip or special event, and must routinely write letters to fellow students apologizing for their actions and promising to modify their behavior the following week. As the signs on the school's walls say: "If you can't run with the big dogs, stay on the porch."

"We believe very strongly that the team always beats individual and that we're all running together," Feinberg says. "If someone goes to the porch, it's because they are not doing the work that the rest of the team is doing. By not pulling their weight, the burden falls on everyone else and makes a tough climb even tougher."

Feinberg stresses the importance of balance in helping students generalize proper behaviors because, he "focusing only on negative consequences creates a rather dismal environment and focusing only on positive consequences is certainly not preparing [students] for life." As for educating kids about how to make proper choices—a vital skill in urban America—teachers at KIPP Academy play a key role.

"Until they acquire their own voice inside their conscience to tell them what's right and wrong, using us as symbols or as a yardstick to measure 'Now what would my teachers think?' before they do something is fine," Feinberg says. "Eventually, they're going to replace the vision of us with the vision of themselves."

According to KIPP Academy students, the level of discipline and the modeling of behavior at the school set it apart from other schools they've attended.

"I went to another [middle] school before, and there were fights all the time," says ninth-grader Guzman. "There are never fights here ... never. Plus, you do kind of feel safer here. At my old school there were knives and other weapons."

Ninth-grader Andres Garcia, who plans to attend Columbia University in a few years, says KIPP Academy stands in stark contrast to the last middle school he attended: "The main difference is there are no gangs here."

JOINT SUCCESS

KIPP Academy's success stems from the combined dedication of everyone involved—students, teachers, and parents. The three-way commitment makes it all possible.

In addition to the long hours in the classroom, teachers often spend a large part of their evenings at home fielding questions from students, who are given teachers' telephone, cellular, and pager numbers. Students are expected to call with homework problems or in case of emergency. The school also maintains a toll-free "1-800" number so students whose families have no telephone will not have to pay for a call.

"By working to rectify some of their problems on the phone, we are able to identify areas where the kids need help," Mohr says. "It helps in the classroom in terms of closing some of the gaps." Because the school day is so long and because it essentially extends through the evening, teachers rarely get a break from KIPP Academy. But, as far as Mohr can tell, it's all worth it.

"The benefits far outweigh any sacrifice," she says. "Every day that I walk in that classroom, it's a much more meaningful experience for me personally. I almost feel selfish, like I'm getting more out of it than the kids are, so there is a payoff. You're putting a lot more hours in, but the rewards are very substantial."

Bieber says part of the school's appeal is that teachers are carrying out the more-than-full-time mission together.

"What's wonderful is you're not doing it in isolation," Bieber says. "Obviously there are a lot of teachers from different schools that come in early and stay late, but not the entire staff. It's nice to do it together."

KIPP Academy teachers also bridge the gap between school and community by providing rides to and from school for students whose families have no means of transportation and by visiting each student's home prior to and during the academic year. The teachers establish relationships with parents, advising them of their critical roles in the education process and the importance of taking an interest in school programs. The efforts have paid off.

For family nights and quarterly report card conferences, KIPP Academy usually enjoys nearly 100 percent parental attendance—an amazing feat by any standard. Parents are continually updated on their children's progress via weekly reports in the form of "paychecks," slips of paper on which teachers record comments during the week and assign a monetary value based on an assessment of each student's progress (\$20 is earned for a perfect week, \$0 for a terrible week). Students can use the "somewhat inflated" KIPP dollars to purchase clothing or other items at the discretion of parents. For instance, 100 KIPP dollars could purchase a compact disc at the music store. The checks—another incentive, or carrot, for students to work hard—are backed by money collected through the school's fund-raising efforts.

Parents review and "endorse" the progress paychecks each week and frequently discuss matters of concern with teachers over the phone.

"If you have the components in place and ensure that the overall KIPP mission is spread to the parents, students, and teachers—and those people are buying into it—then the system is a success," Mohr says. "When you bring all that together, there's a lot more trust and a lot more sharing involved. Without those relationships and three-way commitment, I don't think you can have a successful program."

NO LETTING UP

Because the KIPP Academy model has proved itself as an innovative approach to education that yields eyepopping results, there has been talk of replicating it in other places. KIPP co-founder Levin has already successfully incorporated the model in a KIPP school now in its third year in the South Bronx, New York, and a KIPP expansion strategy in Texas is currently being discussed.

In the meantime, school officials at Houston's KIPP Academy have no plans of relaxing. They can't.

To provide students with the complete KIPP package, they must raise funds to the tune of \$800 per pupil to supplement the state funding that goes toward teacher salaries and facilities. The contributions from corporations, foundations, and individuals are necessary for the school to provide:

- school supplies for individual students;
- a Saturday lunch for kids qualifying for the free breakfast/lunch program (nearly the entire student population);
- snacks to sustain students in the extended-day environment; and
- the reward program that comprises local field lessons each month and the end-of-year, out-of-state field trips.

"That [\$800 per pupil per year] amount is the amount that is usually paid out of pocket by middleand upper-class families for those kinds of things," Feinberg says. "We've taken on the responsibility as a

KIPP Academy

Web site: www.apqc.org

CONTINUED FROM PAGE 7

school to provide that to the families who are willing to put in the work but don't have the necessary financial means."

The supplemental funds are not used for teacher bonuses or salaries. They are used to directly impact students. The school has reached its financial goals every year so far, including the raising of \$220,000 last year.

Bieber, whose primary job as director of development is fund raising, says writing proposals and making presentations to potential contributors is not nearly as effective as having those individuals visit the school to see for themselves what KIPP Academy is all about. She says inner-city kids on a collective, unwavering mission to reach college are a sight to behold.

"You have to see what these kids are doing—the hours, the intensity, the fact that they're focused and on task, that it's for real," Bieber says. "Once they see the fire in the eyes of our students, that's our best selling point."

CONTACT INFORMATION

For more information about KIPP Academy, contact **Michael Feinberg**, director, or **Laurie Bieber**, director of development, at **713-988-5477**.

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Laura Bush ties her speech to kids

Points out education as her issue

A Property of States of the second

By Jill Lawrence USA TODAY

PHILADELPHIA - Laura Bush, the reluctant political wife who would rather read than speechify, introduced herself to the nation Monday night as a prospective first lady with a commitment to education and a husband who would restore dignity and civility to Washington.

"His core principles will not change with the winds of polls or politics or fame or fortune or misfortune," she said of her husband, Texas Gov. George W. Bush. "He shares credit, and he doesn't cast blame. He sets a tone that's positive and constructive, a tone that's very different from the bitterness and the division that too often characterize Washington, D.C."

Though the governor is not running against President Clinton, Bush drew her wildest roars of applause with a tacit reference to the Monica Lewinsky affair. She said people at parades and pictics hold out pictures of their children "and they say to George: "I'm counting on you, I want my son or daughter to respect the presi-dent of the United States of

Speaking during the single hour of broadcast network coverage of the opening day of the Republican convention, the former public school librarian and teacher was greeted with clouds of confetti and waves of applause. After several thankyous failed to quiet the hall, she said in her best teacher's voice, "Okay, that's enough."

Bush said she would make early childhood development one of her priorities and said her husband would strengthen Head Start.

Her husband, she said, had given not one but "100 speeches about reading - directing time, money and resources to our schools. And that's the kind of discipline and commitment George will bring to the presi- The report did note improve-

Vice President Gore's cam-



Former teacher: Laura Bush, surrounded by students from KIPP Academy in Houston, was the convention's first major speaker.



Watching the speech: George W. Bush watches his wife's convention speech from a high school in Columbus, Ohio.

paign challenged Bush's con-tention that her husband's re-ness-Education coalition under forms were responsible for the leadership of people like education improvements cited Ross Perot and former Texas in a recent think-tank report, governor Ann Richards. These reforms were enacted in the ments, the Gore campaign said, late 1980s and early 1990s be-"but gives credit to reforms fore Bush became governor."

jor speaker at the convention. Her place might signify a trend, said historian Carl Anthony: "You're already usually a first lady when you address a convention. This is only the second time somebody's husband is merely the nominee."

The first time a non-incumbent's wife spoke was in 1996. when Elizabeth Dole circulated through the Republican convention and discussed her husband, Bob, in humanizing terms. She was very successful in softening his image," Anthony said.

Campaign communications director Karen Hughes said Bush had insomnia Sunday night: "She said she heard the clock chime at 2 and 3 and 4

However, Bush appeared relaxed onstage. She departed occasionally from her prepared text and laughed when some delegates started chanting

"Laurai Laurai Laurai" Bush's mother, Jenna Welch, conventions.usatoday.com

Laura Bush was the first ma- and her in-laws, former president George Bush and wife Barbara, were in the convention

hall for her big moment. The Texas governor was on the campaign trail and watching his wife's speech from Co-lumbus, Ohio.

After her speech, he spoke briefly to the convention crowd by satellite, "One of the very best reasons I can think of to vote for me as president is to have Laura Bush as first lady of the United States of America," he said.

Laura Bush started her day

on morning talk shows.
On NBC's Today, she discussed her marriage; "We had a prenuptial agreement. He was going to never ask me to give a speech and I was going to jog with him every day. And I failed my part of the prenuptial agreement, too."

Contributing: Judy Kees. For a complete copy of Laura Bush's speech, go to

EXHIBIT B - RANDOM SELECTION PROCESS

EXHIBIT C – EXPULSION/SUSPENSION POLICIES

EXHIBIT D - INITIAL BUDGET

EXHIBIT E - KEY PERSONNEL

EXHIBIT F – ARTICLES OF INCORPORATION



OF

KIPP DC/KEY ACADEMY

I, Leigh Anne Fraley, hereby certify that I am the Secretary of the KIPP DC/KEY Academy, a District of Columbia non-profit corporation (the "Corporation"), and do hereby further certify that:

- (a) Attached to the Charter School Agreement between the Corporation and the District of Columbia Public Charter School Board (the "Agreement") as Exhibit E thereto is a true and complete copy of the Articles of Incorporation of the Corporation, [as amended to the date hereof,] which Articles of Incorporation are in full force and effect as of the date hereof.
- (b) Attached to the Agreement as Exhibit F is a true and complete copy of the bylaws of the Corporation, as in full force and effect as of the date hereof.
- (c) Attached hereto as Annex A is a true and complete copy of the resolutions duly and validly adopted by the Corporation's Board of Trustees; such resolutions have not been amended, modified or rescinded in any respect and remain in full force and effect as of the date hereof; and such resolutions are the only resolutions adopted by the Corporation's Board of Trustees or by any committee thereof relating to the Agreement.
- (d) Each of the persons listed below has been duly elected to and now holds the office of the Corporation below his or her name and is currently serving, and at all times since August 2000 has served, in such capacity, and the signature of each such person set forth opposite his or her name is his or her true and genuine signature:

Signature

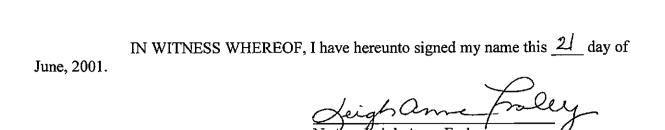
Name and Office

Susan Schaeffler, President

Julie Conrad, Vice President

Jason Ettinger, Treasurer

(e) Each person who, as a trustee or officer of the Corporation, signed the Agreement was, at the time or respective times of such execution and delivery of the Agreement, duly elected, qualified and acting as such trustee or officer, with authority to execute the Agreement, and the signature of each such person appearing on any such documents is his or her respective genuine signature.



I, Julie Conrad, Vice President of the Corporation, do hereby certify that Leigh Anne Fraley is the duly elected, qualified and acting Secretary of the Corporation, and that the signature of Leigh Anne Fraley set forth above is her true and genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name this 21 day of June, 2001.

Name: Julie Conrad

EXHIBIT G-BYLAWS

BYLAWS

OF

KIPP DC/KEY ACADEMY

Adopted: 8/30/2000

Amended: 5/19/2001

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KIPP DC/KEY ACADEMY

BYLAWS

ARTICLE I STRUCTURE

- Section 1.1. <u>Structure</u>. KIPP DC/KEY Academy (the "Corporation") is a nonprofit corporation organized under the District of Columbia Nonprofit Corporation Act, D.C. CODE ANN. § 29 -501 (1996) (the "Act"). The Articles of Incorporation of the Corporation (as amended from time to time, the "Articles of Incorporation") were filed in the office of the Department of Consumer and Regulatory Affairs in Washington, D.C. on July 5, 2000.
- Section 1.2. <u>Purposes</u>. The Corporation is organized and is to be operated exclusively to carry out charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), including, but without limitation thereon: (a) to operate one or more public charter schools in the District of Columbia; (b) to exercise all rights and powers conferred by the laws of the District of Columbia upon non-profit corporations, including, but without limitation thereon, to raise funds, to receive gifts, devises, bequests and contributions, in any form, and to use, apply, invest, and reinvest the principal and/or income therefrom or distribute the same for the above purposes; and (c) to engage in any other activity that is incidental to, connected with or in advancement of the foregoing purposes and that is within the definition of charitable and educational for purposes of Section 501(c)(3) of the Code, provided, the powers of the Corporation shall never be inconsistent with the purposes of the Corporation stated above or the Constitution of the United States or the District of Columbia.

ARTICLE I OFFICES

- Section 1.1. <u>Principal Place of Business</u>. The principal place of business of the Corporation shall be located at 1720 Minnesota Ave., S.E., Washington, D.C. 20020. The Corporation may have such other offices, either within or without the District of Columbia, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.
- Section 1.2. Registered Office and Registered Agent. The Corporation shall have and continuously maintain in the District of Columbia a registered office and a registered agent whose office is the Corporation's registered office, as required by the Act. The registered office may but need not be identical with the principal office of the Corporation in the District of Columbia, and the address of the registered office may be changed from time to time by the Board of Directors in accordance with applicable law.

ARTICLE II BOARD OF DIRECTORS

- Section 2.1. <u>Powers</u>. The business, affairs and property of the Corporation shall be managed and controlled by the Board of Directors, and all corporate powers shall be vested in and exercised by the Board, except as otherwise provided by law, the Articles of Incorporation or these Bylaws.
- Section 2.2. <u>Number and Qualifications</u>. The number of Directors constituting the initial Board of Directors shall be nine (9). Thereafter the number of Directors may be increased or decreased from time to time by amendment of these Bylaws in accordance with the provisions of Article VI, Section 6.4, provided that no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director, and that the number of Directors shall be an odd number not less than three (3) nor more than fifteen (15). A majority of the Directors shall be residents of the District of Columbia and at least two (2) Directors shall be parents of a student attending the school operated by the Corporation.
- Section 2.3. <u>Election and Term of Office</u>. The initial Directors shall be the persons named in the Articles of Incorporation who shall serve until the first annual meeting of the Board of Directors. Thereafter, Directors shall be elected by a majority vote of the Directors then in office. Directors shall hold office for terms of one year and until their successors are elected and qualified, or until their earlier death, resignation or removal.
- Section 2.4. <u>Removal</u>. Any or all of the Directors may be removed with or without cause by a majority vote of the entire Board at any special meeting of the Board called for that purpose.
- Section 2.5. <u>Resignation</u>. Any Director may resign at any time by delivering written notice of his or her resignation to the Secretary or President of the Corporation. Such resignation shall become effective upon receipt thereof by the Secretary or President but the acceptance of such resignation shall not be necessary to make it effective.
- Section 2.6. <u>Vacancies</u>. Any newly created Directorships and any vacancies of the Board of Directors, arising at any time and from any cause, may be filled at any meeting of the Board of Directors by a majority of the Directors regardless of their number. Directors so elected shall serve until the next annual meeting and until his or her successor is elected and qualified.
- Section 2.7. Meetings. The Board of Directors and the Corporation are subject to the District of Columbia's open meeting laws, D.C. Code Ann. § 1-1504 (1998), and all meetings of the Board of Directors shall be held at the time and place provided in the notice prepared in compliance with the open meetings laws. The annual meeting of the Board shall be held in the month of January in each year, at a date, time and place fixed by the Board, for the election of officers and Directors and for the transaction of such business as may properly come before the meeting. Regular meetings of the Directors may be held at such time and place as shall from time to time be determined by the Board. Special meetings may be called at any time by the President or by the Secretary upon written request of one-third of all of the voting Directors.

ARTICLE III OFFICERS

- Section 3.1. <u>Number</u>. The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, and such other officers, if any, as the Board of Directors may from time to time appoint. Any two or more offices may be held by the same person, except the offices of President and Secretary.
- Section 3.2. <u>Election and Term.</u> All officers shall be elected by the Directors at their annual meeting and shall hold office for the term of one year. Each officer shall continue in office until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.
- Section 3.3. <u>Resignation and Removal</u>. An officer may resign by giving written notice of his or her resignation to the President or Secretary. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors. A vacancy in any of such remaining offices shall be filled for the unexpired term by a majority vote of the Board.
- Section 3.4. <u>Employees and other Agents</u>. The Board of Directors may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall hold office during the pleasure of the Board, and shall have such authority, perform such duties and receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.
- Section 3.5. <u>President</u>. The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the Board of Directors, and shall have general charge and supervision of the administration of the affairs and business of the Corporation. He or she shall have the power to sign alone in the name of the Corporation all contracts authorized either generally or specifically by the Board of Directors, to execute and deliver other documents and instruments and to sign checks, drafts, notes and orders for the payment of money. The President shall also have such other powers and perform such other duties as the Board of Directors may from time to time prescribe.
- Section 3.6. <u>Vice President</u>. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President may have such powers and perform such duties as may be delegated thereunto by the President or prescribed by the Board of Directors.
- Secretary. The Secretary shall be responsible for the maintenance of an accurate record of all the minutes of all meetings of the Board of Directors and of any committees of which a secretary shall not have been appointed by the Board in books to be kept for that purpose; serve or cause to be served all notices of the Corporation; be custodian of the records (other than financial); and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board. In the event of absence or disability of the Secretary, the Board of Directors may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.

- Section 2.8. Notice of Meetings. In addition to any notice required under the open meetings laws, notice of the time and place of each regular, special or annual meeting of the Board, and, to the extent possible a written agenda stating all matters upon which action is proposed to be taken shall be given to each Director by personal delivery, electronic mail ("E-mail"), facsimile, or regular mail, postage prepaid, or overnight delivery at least five (5) days before the day on which the meeting is to be held; provided however, that notice of special meetings to discuss matters requiring prompt action may be given to him or her by telephone, confirmed in writing by facsimile, E-mail, personal or overnight delivery, no less than 24 hours before the time at which such meeting is to be held. Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him or her. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.
- Section 2.9. <u>Quorum and Voting</u>. Except as otherwise provided by law, a majority of the entire Board, shall constitute a quorum for the transaction of business or of any specified item of business. Except as otherwise provided by law or these Bylaws, the vote of a majority of the Board of Directors present at the time of a vote, if a quorum is present, at such time shall be the act of the Board.
- Section 2.10. <u>Action by the Board.</u> To the extent permitted by law, any one or more members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such shall constitute presence in person at a meeting.
- Section 2.11. Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other standing committees, each consisting of one or more Directors. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The President shall appoint the Chairperson of each committee. To the extent permitted by law, any one or more members of such committee may participate in a meeting of the committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting. Committee members shall maintain minutes of each meeting and shall file copies of the minutes with the corporate records. Such committees shall have all the powers delegated by the Board except that no committee shall have the power (a) to change the membership of, or to fill vacancies in, any committee of the Board, or (b) to fix the compensation of Directors for serving on the Board or any committee of the Board, or (c) to amend or repeal these Bylaws, or the Articles of Incorporation, or adopt any new Bylaws, or (d) to adopt an agreement of merger or consolidation, or (e) to recommend the sale, lease, or exchange of all or substantially all of the Corporation's assets and property to the membership, or (f) to exercise other powers specifically denied the committee by resolution of the Board of Directors or by law. Each committee and each member of each committee shall serve at the pleasure of the Board of Directors.

Section 3.8. Treasurer. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. The Treasurer shall keep proper books of accounts and other books showing at all times the amount of the funds and other property of the Corporation, all of which books shall be open at all times to the inspection of the Board of Directors. The Treasurer shall submit a report of the accounts and financial condition of the Corporation at each annual meeting. He or she shall perform all duties incident to the office of Treasurer, and such other duties as shall form time to time be assigned by the Board. If required by the Board, the Treasurer shall give such security for the faithful performance of his or duties as the Board may require.

ARTICLE IV MISCELLANEOUS

- Section 4.1. <u>Checks, Notes and Contracts</u>. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Corporation. One officer shall sign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount up to, and including, \$1,000.00. Two officers shall cosign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount over \$1,000.00.
- Section 4.2. <u>Investments</u>. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board of Directors may deem desirable.
- Section 4.3. <u>Books</u>. There shall be kept at the principal office of the Corporation correct books of account of the activities and transactions of the Corporation, including a minute book, which shall contain a copy of the Articles of Incorporation, a copy of these Bylaws, and all minutes of meetings of the Board of Directors.
- Section 4.4. <u>Fiscal Year</u>. The fiscal year of the Corporation shall be October 1 through September 30.
- Section 4.5. <u>Indemnification</u>. The Corporation may, to the fullest extent now or hereafter permitted by law and the Articles of Incorporation, indemnify any current or former Director or officer of the Corporation, or any person who may have served at its request as a Director or officer of another corporation, whether for profit or not for profit, against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of a duty. Such indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled, under any of these Bylaws, agreement, vote of the Board of Directors or otherwise.
- Section 4.6. <u>Amendments</u>. These Bylaws may be amended at any meeting of the Board of Directors by a vote of the majority of the entire Board of Directors, except that any amendment which increases the quorum requirement or the proportion of votes necessary for the

transaction of business or of any specified item of business must be authorized by a vote of twothirds of the entire Board.

ARTICLE V CONFLICTS OF INTEREST

Section 5.1. <u>Purpose</u>. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 5.2. Definitions.

- (a) <u>Interested Person</u>. Any Director, principal officer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.
- (b) <u>Financial Interest</u>. A person has a financial interest if the person has, directly or indirectly, through business, investment or family --
 - (1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
 - (2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 5.3. Procedures.

- (a) <u>Duty to Disclose</u>. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts relating thereto to the Board of Directors and members of committees with Board-delegated powers considering the proposed transaction or arrangement.
- (b) <u>Determining Whether a Conflict of Interest Exists</u>. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Board of Directors or committee meeting while the financial interest is discussed and voted upon. The remaining Board of Directors or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

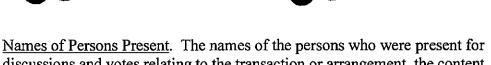
- (1) An interested person may make a presentation at the Board of Directors or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- (2) The Chairman of the Board or chairman of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (3) After exercising due diligence, the Board of Directors or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) <u>Violations of the Conflicts of Interest Policy.</u>

- (1) If the Board of Directors or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board of Directors or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 5.8. Records of Proceedings. The minutes of the Board of Directors and all committees with Board-delegated powers shall contain --

(a) Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' or committee's decision as to whether a conflict of interest in fact existed.



- (b) Names of Persons Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.
- Section 5.9. <u>Compensation Committees</u>. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- Section 5.10. <u>Annual Statements.</u> Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person --
 - (a) Receipt. Has received a copy of the conflicts of interest policy.
 - (b) Read and Understands. Has read and understands the policy.
 - (c) Agrees to Comply. Has agreed to comply with the policy.
 - (d) <u>Tax Exemption</u>. Understands that the Corporation is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- Section 5.11. <u>Periodic Reviews.</u> To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation may conduct periodic reviews.

300731 3.DOC

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF KIPP DC/KEY ACADEMY

TO: Department of Consumer and Regulatory Affairs Washington, D.C. 20001

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 KIPP DC/KEY Academy.

SECOND:

The following amendments to the Articles of Incorporation were adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act:

The Articles of Incorporation of the corporation were amended by changing the preamble so that, as amended, said preamble shall be and read as follows:

"We, the undersigned, natural persons of the age of twenty-one years or more, acting as incorporators of the corporation under the NON-PROFIT CORPORATION ACT (D.C. Code, 1981 edition, Title 29, Chapter 5), adopt the following Articles of Incorporation:"

The Articles of Incorporation of the corporation were further amended by changing the Article thereof numbered "FIFTH" so that, as amended, said Article shall be and read as follows:

"FIFTH: The Corporation shall not have members."

The Articles of Incorporation of the corporation were further amended by changing the Article thereof numbered "SIXTH" so that, as amended, said Article shall be and read as follows:

"SIXTH: The names and mailing addresses of the incorporators are as follows:

NAME MAILING ADDRESS

Michael Feinberg One Maritime Plaza, Suite 1470

San Francisco, CA 94111

Susan Schaeffler 2801 Cortland Pl. NW Apt. #1

Washington DC 20008



1001 Fannin, Suite 2300 Houston, TX 77002"

The Articles of Incorporation of the corporation were further amended by amending the closing and signature block so that, as amended, said closing and signature block shall be and read as follows:

"I, the undersigned, natural person of the age of twenty-one years or more, being the incorporator hereinbefore named, for the purposes of forming a corporation pursuant to the Non-Profit Corporation Act of the District of Columbia, do make this Certificate of Incorporation, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30th day of June, 2000.

[Signature on original filed July 5, 2000]

Michael Feinberg, Incorporator Date: June 30, 2000

[Notarization on Michael Feinberg's signature on original filed July 5, 2000.]

I, the undersigned, natural person of the age of twenty-one years or more, being the incorporator hereinbefore named, for the purposes of forming a corporation pursuant to the Non-Profit Corporation Act of the District of Columbia, do make this Certificate of Incorporation, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 22 day of May, 2001.

Susan Schaeffler, Incorporator

I, a Notary Public, hereby certify that on the 20 Day of ______, a Notary Public, hereby certify that on the 20 Day of ______, 2001, Susan Schaeffler appeared before me and signed the foregoing document as incorporator, and averred that the statements therein contained are true.

Notary Public

[Notary Seal]

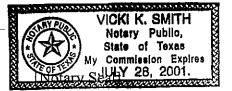
PAIGE D. WARNER
NOTARY PUBLIC DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES MARCH 31, 2005

I, the undersigned, natural person of the age of twenty-one years or more, being the incorporator hereinbefore named, for the purposes of forming a corporation pursuant to the Non-Profit Corporation Act of the District of Columbia, do make this Certificate of Incorporation, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 17 day of May , 2001.

Junifer Gray Moss, Incorporator

Date: 5/17/01

I, Vicki K. Smith, a Notary Public, hereby certify that on the 17 Day of May, 2001, Jennifer Gray Moss appeared before me and signed the foregoing document as incorporator, and averred that the statements therein contained are true.



Vich K. Smitt Notary Public"

The Articles of Incorporation of the corporation were further amended by amending Article "TWELFTH" so that, as amended, said Article "TWELFTH" shall be and read as follows:

"TWELFTH: To the fullest extent permitted by the District of Columbia Non-Profit Corporation Act, as now in effect or as may hereafter be amended, no volunteer director of the Corporation, i.e. a director that serves without compensation other than reimbursement of expenses, shall be personally liable to the Corporation, or to its members, for monetary damages, except that this Article TWELFTH does not eliminate or limit the liability of a director for injury or damage resulting from:

- (a) The willful misconduct of the volunteer director;
- (b) A crime, unless the volunteer had reasonable cause to believe that the act was lawful;

- (c) A transaction that resulted in an improper personal benefit of money, property or service to the volunteer director;
- (d) An act or omission that occurred prior to March 17, 1993; or
- (e) An act or omission that is not in good faith and is beyond the scope of authority of the corporation pursuant to these articles or District of Columbia law."

THIRD:

The amendment were adopted at a meeting of the Board of Directors held on May 19, 2001, and received the vote of a majority of the Directors in office, there being no members having voting rights with respect thereof.

KIPP DC/KEY Academy

By: Susan Schaeffler President

Date: 5/19/01

ATTEST:

Leigh Ann Fraley, Secretary

Date: 5/19/01