



2017-18 Twenty-Year Charter Review Report

Elsie Whitlow Stokes Community Freedom Public Charter School

January 22, 2018

DC Public Charter School Board
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KEY FINDINGS AND BOARD VOTE

The District of Columbia Public Charter School Board (DC PCSB) staff conducted a twenty-year charter review of Elsie Whitlow Stokes Community Freedom Charter School (EW Stokes PCS) according to the standard required by the School Reform Act (SRA), D.C. Code §§ 38-1802 *et seq.*¹

EW Stokes PCS is a single campus local education agency (LEA), with grades prekindergarten-3 (PK3) through five, that adopted the PK-8 Performance Management Framework (PMF) as its goals and academic achievement expectations.

Pursuant to the school's Charter² and Charter Agreement,³ EW Stokes PCS met its goals. With PMF scores ranging from 63.3 to 68.8, the school far exceeded its goal of earning more than 55% of the possible PMF points in at least two of the most recent three years and at least 45% in four of the previous five years. The school also met the floor of all EC PMF measures in school year (SY) 2013-14, also required in its Charter Agreement.

DC PCSB staff has also determined that the school has not committed a material violation of law or of its charter, has adhered to generally accepted accounting principles, has not engaged in a pattern of fiscal mismanagement, and is economically viable.

Based on these findings, the DC PCSB Board voted 7 - 0 to continue the school's charter without conditions on January 22, 2018.

CHARTER REVIEW STANDARD

The SRA provides that DC PCSB "shall review [a school's] charter at least once every [five] years."⁴ As part of this review, DC PCSB must determine whether:

- (1) The school committed a material violation of applicable laws or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities; and/or

¹ D.C. Code § 38-1802.12(a)(3).

² D.C. Code § 38-1802.03(h)(2) lists the six specific provisions that comprise a school's charter under the SRA.

³ Please see Stokes PCS Second Amended and Restated Charter Agreement attached as Appendix A.

⁴ D.C. Code § 38-1802.12(a)(3).

- (2) The school failed to meet the goals and student academic achievement expectations set forth in its charter.⁵

If DC PCSB determines that a school has committed a material violation of applicable law or of its charter, or has not met its goals and academic expectations, as described above, DC PCSB may, at its discretion, grant the school a continuance or revoke the school's charter. Additionally, there is a fiscal component to the charter review. DC PCSB is required by the SRA to revoke a school's charter if DC PCSB determines in its review that the school (1) has engaged in a pattern of nonadherence to generally accepted accounting principles; (2) has engaged in a pattern of fiscal mismanagement; and/or (3) is no longer economically viable.⁶

⁵ D.C. Code § 38-1802.12(c).

⁶ D.C. Code § 38-1802.13(b).

BACKGROUND INFORMATION ABOUT SCHOOL

School History and Overview

EW Stokes PCS began operating in 1998 under authorization from the DC Board of Education, and in 2007, like all charter schools under the authority of the DC Board of Education, was transferred to the authority of DC PCSB. Currently, EW Stokes PCS serves students in grades PK-5 at one campus located in Ward 5. In June 2017, the DC PCSB Board approved a request from the school to replicate its program. EW Stokes PCS plans to operate a second campus beginning in SY 2018-19 that will initially serve students in PK3-K and grow one grade per year up to the fifth grade. This will be the first language-immersion public charter school located east of the Anacostia River.

The mission of EW Stokes PCS is:

To prepare culturally diverse students in the District of Columbia to become leaders, scholars, and responsible citizens who are committed to social justice.⁷

EW Stokes PCS offers a dual-language immersion program in Spanish-English or French-English where K-5 students receive half of their instruction across all subjects in English, and the other half in French or Spanish. (Pre-kindergarten students study French or Spanish 90 minutes each day.) The school uses project-based learning, with students in each grade exploring a different theme in three trimesters. At the end of each trimester, each grade holds a learning showcase where students present their work to parents and staff. The school is a candidate for the International Baccalaureate Primary Years Program (IB PHP) and expects to be fully authorized by spring 2019.

EW Stokes PCS, along with four other DC language-immersion charter schools, is a member school of the DC International School (DCI), a middle-high IB school offering advanced Chinese, French, and Spanish language instruction. As a DCI member school, per the DC Code, graduating EW Stokes PCS students are eligible to enroll in DCI without applying through the DC school lottery.⁸

⁷ See EW Stokes PCS second amended and restated charter agreement.

⁸ D.C. Code § 38-1802.01(c-1).

Enrollment and Demographic Trends

EW Stokes PCS's enrollment has been at current maximum enrollment ceiling since SY 2014-15 and has a waitlist of nearly 1,000 children. The school is among the most racially integrated public schools in the District. While half of the school's student body is classified as economically disadvantaged (that is, qualifying for free or reduced-price lunch), the school's at-risk⁹ population is among the lowest of public charter schools.

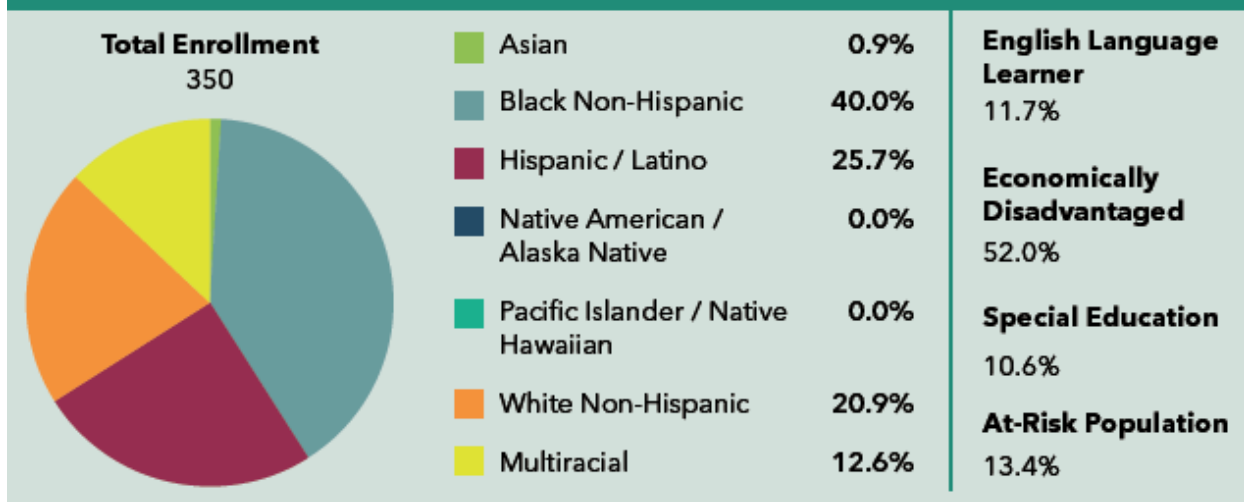
EW Stokes PCS – Enrollment						
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Grade Levels	PK3-6 ¹⁰	PK3-6	PK3-5	PK3-5	PK3-5	PK3-5
Number of Students	335	348	350	350	350	350
Enrollment Projections	350	350	350	350	350	350

EW Stokes PCS - Enrollment by Grade					
	2012-13	2013-14	2014-15	2015-16	2016-17
PK3	19	24	40	37	30
PK4	27	22	36	38	42
K	48	46	45	42	44
1	48	50	49	48	45
2	44	50	48	48	48
3	46	44	48	48	46
4	37	47	42	47	49
5	38	28	42	42	46
6	28	37			
Total	335	348	350	350	350

⁹ OSSE defines at-risk students as follows: "students who are homeless, in the District's foster care system, qualify for Temporary Assistance for Needy Families (TANF) or the Supplemental Nutrition Assistance Program (SNAP), or high school students that are one year older, or more, than the expected age for the grade in which the students are enrolled." Students in adult and alternative programs are not eligible to be identified as at-risk. See <https://osse.dc.gov/sites/default/files/dc/sites/osse/publication/attachments/At-Risk%20Weight%20in%20Uniform%20Per%20Student%20Funding%20Formula.pdf>.

¹⁰ The school offered sixth grade in SYs 2012-13 and 2013-14.

Student Demographics (2016–17)



Performance Management Framework (PMF) Outcomes

The school's overall performance data on the PMF – which assesses reading and math proficiency, academic growth, attendance, and re-enrollment– are summarized in the table below.

EW Stokes PCS - PMF Outcomes						
2012-13		2013-14		2014-15	2015-16	2016-17
PK3-2	3-6 ¹¹	PK3-2	3-6	PK3-5	PK3-5	PK3-5
Met 6 of 8 EC targets	Tier 1 66.0%	Met the floor of all EC PMF measures	Tier 2 63.3%	No PMF scores or tiers due to change in state assessment	Tier 1 66.1%	Tier 1 68.0%

Prior Charter Reviews and Renewal

The DC Board of Education conducted a five-year review of EW Stokes in 2003. DC PCSB conducted a ten-year review in 2011, and 15-year renewal in 2012.¹² EW Stokes PCS's charter was continued at each review and renewed in 2012.

Five-Year Review

In 2003, the DC Board of Education conducted a five-year charter review of EW Stokes PCS and continued the school's charter, based on a finding that the school's academic, compliance, and fiscal performance met the standards of the charter review.

¹¹ The school offered sixth grade in SY 2012-13 and 2013-14.

¹² Because EW Stokes PCS was in the cohort of schools that in 2007 were transferred from the oversight of the DC Board of Education to DC PCSB, its ten-year charter review was delayed from 2007 to 2011.

Ten-Year Review

Because EW Stokes PCS was in the cohort of schools that in 2007 were transferred from the oversight of the DC Board of Education to DC PCSB, its ten-year charter review was delayed from 2007 to 2011. In that year, DC PCSB conducted a charter review of EW Stokes PCS and determined that the school met all the academic charter review standard, and that it had met the compliance and fiscal charter review standards.¹³ Based on this, the DC PCSB Board voted to fully continue the school's charter.

Charter Renewal

In 2012, EW Stokes PCS applied for DC PCSB to renew its charter. DC PCSB staff determined the school met 20 of 22 goals. (There was insufficient evidence to assess one goal related to student use of technology and a second goal related to student satisfaction with the school.)¹⁴ The school met its goals related to literacy and math, having outperformed the state proficiency rates in reading and math. DC PCSB also noted that EW Stokes PCS "performed strongly on many of its mission-specific goals, including promoting students' physical health, creating a diverse and culturally respectful school community, and instilling a sense of community service in students."¹⁵ DC PCSB also concluded that EW Stokes PCS had met the compliance and fiscal standards of the charter renewal. Based on this analysis, in January 2013 the DC PCSB Board voted to fully renew the school's charter.

¹³ See Stokes PCS ten-year charter review, attached to this report as Appendix B.

¹⁴ See Stokes PCS charter renewal report, attached to this report as Appendix C.

¹⁵ See Stokes PCS charter renewal report, p. 1.

SECTION ONE: GOALS AND ACADEMIC ACHIEVEMENT EXPECTATIONS

The SRA requires DC PCSB to review whether a school has met its goals and academic achievement expectations at least once every five years. Goals and academic achievement expectations are considered part of the renewal analysis only if they were included in a school's charter or charter amendment approved by the DC PCSB Board.

In May 2016, EW Stokes PCS adopted as its goals and academic achievement expectations the most recently revised *Elect to Adopt the PMF as Goals Policy*.¹⁶

The chart below summarizes DC PCSB's determinations of whether the school's academic program met its respective goals and academic achievement expectations. These determinations are further detailed in the body of this report.

Goals and Academic Expectations	Met?
At its twenty-year charter review the school will need to have earned at least: <ul style="list-style-type: none">• 55% of the possible PMF points in at least two of the most recent three years• at least 45% in four of the previous five years in operation to be deemed as having met its goals and student academic achievement expectations during this review.	Yes.
For school year 2013-14, each measure within the Early Childhood PMF will be considered an individual charter goal. A school will be considered to have met its goals if it meets or exceeds the floor for each individual measure for grades prekindergarten through second grade.	

Assessment: **EW Stokes PCS met its goals and academic expectations.** The table below provides an overview of the school's PMF performance. The school earned more than 55% of the possible PMF points in at least two of the most recent three years and at least 45% in four of the previous five years. The school's PMF score has not had a score below 63.3% in the past five years. The school also met the floor of all EC PMF measures in SY 2013-14. The school's PMF trends are detailed on the following pages.

¹⁶ Please see the *Elect to Adopt the PMF as Goals Policy* attached as Appendix D.

EW Stokes PCS - PMF Outcomes						
2012-13		2013-14		2014-15	2015-16	2016-17
PK3-2	3-6 ¹⁷	PK3-2	3-6	PK3-5	PK3-5	PK3-5
N/A - Met 6 of 8 EC targets	Tier 1 66.0%	Met the floor of all EC PMF measures	Tier 2 63.3%	No PMF scores or tiers due to change in state assessment	Tier 1 66.1%	Tier 1 68.0%

Student Academic Achievement and Progress Measures

The PMF focuses on progress and achievement in English language arts and math. The proficiency tables display results for subgroups if more than 10 students took the state assessment. The PMF also includes school environment measures: attendance, re-enrollment, and scores from the Classroom Assessment Scoring System (CLASS). Many charts are color coded. Please use the following key:

KEY for Campus Rate Data Charts	
3+	<ul style="list-style-type: none"> A PARCC score of 3 = Approaching College and Career Ready 3+ denotes the percentage of students who obtained a 3, 4, or 5 on the PARCC
4+	<ul style="list-style-type: none"> A PARCC score of 4 = College and Career Ready 4+ denotes the percentage of students who obtained a 4 or 5 on the PARCC 4+ is considered to be proficient
n-size	Number of students who took the state assessment at this school
Green	<ul style="list-style-type: none"> Met the EC PMF floor in 2013-14 Greater than or equal to the state average or charter sector average of the same grade band
Red	<ul style="list-style-type: none"> Did not meet the EC PMF floor in 2013-14 Less than the state average or charter sector average of the same grade band
No Shading	<ul style="list-style-type: none"> Data from 2014-15, when the state transitioned to PARCC and the school performed below the state average. (Note – as stated above, if the school did better than the state average, this is colored green.) PK – 2 “display only” data that does not factor into the PMF score or goal attainment.

English Language Arts (ELA)

ELA Proficiency

EW Stokes PCS’s ELA overall proficiency rates were above the state average during every year of this review, contributing to its overall high score on the PMF. The percent of African American students scoring at career and college ready is well above the state average for that subgroup and, more importantly, for all students. Economically Disadvantaged and Students with Disabilities subgroups also had consistently higher proficiency rates than the state average.

¹⁷ The school offered sixth grade in SY 2012-13 and 2013-14.

EW Stokes PCS - ELA Proficiency Grades 3-5

Subgroup	2012-2013 DC CAS		2013-2014 DC CAS			2014-2015 PARCC		2015-2016 PARCC		2016-2017 PARCC	
	School	State	School	State		School	State	School	State	School	State
All	63.7	47.8	63.8	49.4	3 +	72.5	48.5	75.0	51.8	68.8	55.1
					4 +	38.2	25.3	44.9	27.7	38.3	31.4
	146		149		n-size	131		136		141	
Black Non- Hispanic	68.4	40.7	64.6	41.9	3 +	73.6	40.7	75.4	44.2	71.9	47.3
					4 +	31.9	16.6	44.3	19.7	42.2	22.3
	76		79		n-size	72		61		64	
Hispanic	55.2	49.3	56.4	47.1	3 +	69.6	47.4	65.0	51.4	54.3	56.2
					4 +	39.1	20.4	32.5	24.2	13.0	29.0
	58		55		n-size	46		40		46	
White	80.0	92.7	100	93.3	3 +	75.0	90.8	83.3	90.8	93.3	93.5
					4 +	66.7	76.5	50.0	73.5	66.7	81.2
	10		11		n-size	12		18		15	
Multiracial	N/A	78.6	N/A	84.2	3 +	N/A	80.6	88.2	80.8	75.0	85.4
					4 +		62.7	70.6	62.7	68.8	67.8
	N/A		n < 10		n-size	n < 10		17		16	
English Learners	51.7	41.1	51.9	39.9	3 +	42.1	37.7	33.3	42.4	21.4	47.1
					4 +	15.8	13.1	11.1	16.8	0.0	19.7
	60		54		n-size	19		18		14	
Students with Disabilities	30.8	19.4	31.8	21.2	3 +	50.0	14.1	44.4	19.4	30.4	20.8
					4 +	21.4	4.4	16.7	6.7	8.7	7.5
	26		22		n-size	14		18		23	
Econ Dis	59.3	39.3	56.9	40.1	3 +	67.5	38.3	67.4	43.3	60.2	47.5
					4 +	26.2	14.4	36.0	18.5	25.8	21.9
	118		123		n-size	80		86		93	
At-Risk	N/A		N/A		3 +	N/A		50.0	36.1	57.9	40.2
					4 +			20.0	13.2	5.3	16.2
					n-size			20		19	
Male	60.3	42.5	58.6	44.4	3 +	71.2	43.6	71.9	46.5	62.7	49.4
					4 +	33.9	21.5	42.1	23.8	35.8	26.5
	68		70		n-size	59		57		67	
Female	66.7	53.3	68.4	54.4	3 +	73.6	53.5	77.2	57.2	74.3	60.9
					4 +	41.7	29	46.8	31.6	40.5	36.3
	78		79		n-size	72		79		74	

ELA Growth

A median growth percentile (MGP) of 50 indicates that a school's students have average year-to-year growth in ELA, as compared to other DC students in the same grades and with the same initial state assessment performance. An MGP above 50 indicates that the school's students have above-average year-to-year growth, while an MGP below 50 indicates below-average growth.

Overall, there were positive trends for EW Stokes PCS's student growth over the past several years. Multiracial students made the most positive gains and also made the most growth of any subgroup when compared with the school's overall growth for all students. In the two-year weighted average shown in the column for SY 2016-17, EW Stokes PCS's ELA MGP was above 50 for every subgroup except Students with Disabilities. There was a significant decline for this subgroup of students from the previous year.

EW Stokes PCS - ELA MGP					
	2012-2013	2013-2014	2014-2015 hold harmless	2015-2016	2016-2017
All	55	49	44	58	60
Black Non-Hispanic	58	50	47	59	62
Hispanic	57	47	40	60	53
White	n < 10	n < 10	n < 10	n < 10	57
Multiracial	N/A	N/A	n < 10	61	73
English Learners	49	44	50	n < 10	n < 10
Students with Disabilities	42	36	53	66	47
Economically Disadvantaged	53	48	45	60	55
Male	54	45	44	55	56
Female	55	53	47	60	60

Note: The state does not calculate an MGP for at-risk students.

EW Stokes PCS opted to include measures for grades PK3 - 2 English literacy on its PMF report that are "Display Only" but not incorporated into its PMF score or tier. Only in SY 2013-14 was the school held accountable for these assessments in the PMF, when the school had to meet the PMF floor for each measure. The results for SY 2013-14 are shaded green if the school met the floor. With the exception of SY 2015-16, the school met the floor but not the target for PK English Reading Growth.

PK Reading Growth Targets		
Year	Measure	Result
2013-14	PK Pre-Literacy: Teaching Strategies GOLD™ Percent of students who met or exceeded the publisher's expectations for growth at the end of the year. Floor: ¹⁸ 60 Target: ¹⁹ 100	97.8%
2014-15	PK Pre-Literacy: Teaching Strategies GOLD™ Percent of students who met or exceeded the publisher's expectations for growth at the end of the year. Floor: 75 Target: 100	96.0% of students met or exceeded the publisher's expectations.
2015-16		71.2% of students met or exceeded the publisher's expectations.
2016-17		97.1% of students met or exceeded the publisher's expectations.

¹⁸ The floor is the minimum value for which any points are awarded.

¹⁹ The target is the value at which the maximum points for a common measure are awarded.

In K-2 Reading Student Progress, the school met the floor in SY 2013-14 but did not achieve the same level in subsequent years and demonstrated a significant decline in reading growth. In SY 2016-17, students at these grade levels had lower than average year-to-year growth in reading when compared with their peers.

K-2 Reading Student Progress		
Year	Measure	Result
2013-14	Student Achievement/Progress: Northwest Evaluation Association Measure of Academic Progress (NWEA-MAP) Floor: 50 Target: 90	86.9%
2014-15	Student Progress: Northwest Evaluation Association Measure of Academic Progress (NWEA-MAP) assessment in reading	Typical growth ²⁰ - 64.1%
2015-16	Student Progress: Northwest Evaluation Association Measure of Academic Progress (NWEA-MAP) assessment in reading	Median conditional growth percentile – 55.0
2016-17	A median conditional growth percentile of 50 indicates that a school's students have average year-to-year growth in reading proficiency, as compared to students nationwide in the same grades and with the same initial assessment performance on the NWEA-MAP.	Median conditional growth percentile – 37.5

²⁰ When a student meets or exceeds Typical Growth, the student is scoring at or above the end of year rate that is typical for students in the same grade and same starting score.

Math

Math Proficiency

EW Stokes PCS proficiency rates in math are mixed, with rates of “approaching college and career readiness” and higher exceeding state averages for all students and many subgroups, the percent of students actually scoring at the college and career ready level has been below state averages. These rates, along with the growth rates (described in detail in the next section) indicate that math is an area of growth for the school. As noted below, proficiency rates in math for African American, special education, and female subgroups had rates slightly above the state average in the most recent year while other subgroups scored below.

EW Stokes PCS - Math Proficiency Grades 3-5											
Subgroup	2012-2013 DC CAS		2013-2014 DC CAS			2014-2015 PARCC		2015-2016 PARCC		2016-2017 PARCC	
	School	State	School	State		School	State	School	State	School	State
All	70.5	51.1	67.8	53.0	3 +	64.9	54.5	66.9	57.2	68.8	59.3
					4 +	29.8	27.9	27.9	33.2	32.6	34.1
	146		149		n-size	131		136		141	
Black Non-Hispanic	65.8	43.5	68.4	45.2	3 +	52.8	46.8	67.2	49.8	68.8	51.8
					4 +	20.8	20.0	23.0	25.1	26.6	25.0
	76		79		n-size	72		61		64	
Hispanic	74.1	57.2	61.8	55.5	3 +	73.9	56.1	55.0	59.4	54.3	61.4
					4 +	37.0	24.4	20.0	30.5	19.6	34.0
	58		55		n-size	46		40		46	
White	90.0	91.5	90.9	92.6	3 +	100.0	91.1	72.2	92.2	93.3	94.5
					4 +	50.0	72.7	38.9	77.7	66.7	80.5
	10		11		n-size	12		18		15	
Multiracial	N/A	81.4	N/A	85.3	3 +	N/A	84.4	88.2	84.3	87.5	84.3
					4 +		59.6	52.9	65.3	62.5	68.5
	N/A		n < 10		n-size	N/A		17		16	
English Learners	63.3	51.4	66.7	52.1	3 +	52.6	50.9	44.4	53.2	42.9	55.9
					4 +	10.5	19.8	5.6	26.3	7.1	28.2
	60		54		n-size	19		18		14	
Students with Disabilities	34.6	23.8	31.8	27.1	3 +	50.0	19.6	38.9	26.4	30.4	26.8
					4 +	7.1	5.8	16.7	10.9	13.0	10.5
	26		22		n-size	14		18		23	
Econ Dis	69.5	43.2	64.2	44.7	3 +	56.2	45.9	60.5	49.8	61.3	52.4
					4 +	20.0	18.6	18.6	24.5	22.6	26.0
	118		123		n-size	80		86		93	
At-Risk	N/A		N/A		3 +	N/A		55.0	42.8	47.4	45.1

EW Stokes PCS - Math Proficiency Grades 3-5											
Subgroup	2012-2013 DC CAS		2013-2014 DC CAS			2014-2015 PARCC		2015-2016 PARCC		2016-2017 PARCC	
	School	State	School	State		School	State	School	State	School	State
					4 +			20.0	19.2	10.5	20.0
					n-size			20		19	
Male	70.6	48.9	71.4	51.3	3 +	74.6	52.8	71.9	55.1	64.2	57.3
					4 +	33.9	27.6	33.3	32.0	28.4	33.4
	68		70		n-size	59		57		67	
Female	70.5	53.3	64.6	54.6	3 +	56.9	56.2	63.3	59.4	73.0	61.4
					4 +	26.4	28.2	24.1	34.3	36.5	34.9
	78		79		n-size	72		79		74	

Math Growth

An MGP of 50 indicates that a school's students have average year-to-year growth in math proficiency, as compared to other DC students in the same grades and with the same initial state assessment performance. An MGP above 50 indicates that a school's students have above-average year-to-year growth, while an MGP below 50 indicates below-average growth.

With two exceptions, students in every subgroup at EW Stokes PCS showed below-average growth in the past three years. Hispanic students' growth was just above average, at 51 in SY 2016-17, and this was higher than in any year previously. And growth for Students with Disabilities was slightly above average over the past two years.

EW Stokes PCS - Math MGP					
	2012-2013	2013-2014	2014-2015 hold harmless	2015-2016	2016-2017
All	59	53	41	42	45
Black Non-Hispanic	63	54	40	42	48
Hispanic	45	45	38	48	51
White	n < 10	n < 10	n < 10	n < 10	49

EW Stokes PCS - Math MGP					
	2012-2013	2013-2014	2014-2015 hold harmless	2015-2016	2016-2017
Multiracial	N/A	N/A	n < 10	39	35
English Learners	32	33	41	n < 10	n < 10
Students with Disabilities	27	23	39	54	53
Economically Disadvantaged	59	53	39	40	44
Male	54	50	42	47	50
Female	63	53	41	41	45

Note: The state does not calculate MGP for at-risk students.

EW Stokes PCS opted to include measures for grades PK3-2 math on its PMF report that are "Display Only," but not incorporated into its PMF score or tier. Only in SY 2013-14 was the school held accountable for these assessments in the PMF, when the school had to meet the PMF floor for each measure. The results for SY 2013-14 are shaded green if the school met the floor of the measure.

In PK Math Growth Targets, EW Stokes PCS met the floor but not the target each year. In SY 2016-17, more PK students met or exceeded the publisher's expectations than in previous years.

PK Math Growth Targets		
Year	Measure	Result
2013-14	PK Math: Teaching Strategies GOLD™ Percent of students who met or exceeded the publisher's expectations for growth at the end of the year. Floor: ²¹ 60 Target: ²² 100	84.8%
2014-15	PK Math: Teaching Strategies GOLD™ Percent of students who met or exceeded the publisher's expectations for growth at the end of the year. Floor: 75 Target: 100	92.0% of students met or exceeded the publisher's expectations.
2015-16		90.4% of students met or exceeded the publisher's expectations.
2016-17		97.1% of students met or exceeded the publisher's expectations.

²¹ The floor is the minimum value for which any points are awarded.

²² The target is the value at which the maximum points for a common measure are awarded.

In K-2 Math Student Progress, the school met the floor in SY 2013-14. In SY 2014-15 the school came close to the target for student progress. In SYs 2015-16 and 2016-17, students at these grade levels had lower than average year-to-year growth in reading when compared with their peers.

K-2 Math – Student Progress		
Year	Measure	Result
2013-14	Student Progress: Northwest Evaluation Association Measure of Academic Progress (NWEA-MAP) assessment in mathematics Floor: 50 Target: 90	91.0%
2014-15	Student Progress: Northwest Evaluation Association Measure of Academic Progress (NWEA-MAP) assessment in mathematics Floor: 40 Target: 70	Typical growth - 61.3%
2015-16	Student Progress: Northwest Evaluation Association Measure of Academic Progress (NWEA-MAP) assessment in math A median conditional growth percentile of 50 indicates that a school's students have average year-to-year growth in math proficiency, as compared to students nationwide in the same grades and with the same initial assessment performance on the NWEA-MAP.	Median conditional growth percentile - 42.5
2016-17		Median conditional growth percentile - 41.0

School Environment Measures

School environment measures – in-seat attendance, re-enrollment, and the Classroom Assessment Scoring System (CLASS) for pre-kindergarten – are designed to show the school's climate and parent satisfaction.

In-Seat Attendance

DC PCSB measures In-Seat Attendance (ISA). EW Stokes PCS had higher ISA rates than the charter sector during the review period.

EW Stokes PCS - In-Seat Attendance										
	2012-13		2013-14		2014-15		2015-16		2016-17	
	School	Charter Sector	School	Charter Sector	School	Charter Sector	School	Charter Sector	School	Charter Sector
All Students	97.7	91.9	94.9	92.4	95.3	92.7	95.5	92.5	95.9	92.6

Re-enrollment

A school's re-enrollment rate assesses family satisfaction with a school by measuring the rate at which students who are eligible return from one year's official enrollment audit to the next year's official enrollment audit.²³ Students who move out-of-state or have other situations that would prevent them from re-enrolling are excluded from this rate.

EW Stokes PCS's re-enrollment rate was well above the charter sector average each year. During the review period, the school's re-enrollment rates climbed, from 85.2% in the beginning to 98.3% this past school year. From SY 2015-16 to SY 2016-17, the school's re-enrollment rate was almost 17 percentage points above the sector at 98.3%. This indicates that families are highly satisfied with the school, choosing to return year after year.

EW Stokes PCS - Re-enrollment Rates								
	2012-13 to 2013-14		2013-14 to 2014-15		2014-15 to 2015-16		2015-16 to 2016-17	
	School	Charter Sector	School	Charter Sector	School	Charter Sector	School	Charter Sector
All Students	85.2	81.6	91.8	82.1	97.4	83.0	98.3	81.8

²³ The enrollment audit occurs in October of each school year.

CLASS²⁴

The table below shows EW Stokes PCS's CLASS²⁵ performance. The school's CLASS scores for Emotional Support and Classroom Organization improved year after year and for the past two school years were higher than the charter sector average. In Instructional Support, however, there was a decrease at the school level in SY 2016-17, and the school's score was lower than the charter sector average.

CLASS Performance Targets			
Year	Domain	School	Charter Sector
2013-14	Emotional Support	5.9	5.7
2014-15		5.6	5.9
2015-16		6.3	6.0
2016-17		6.4	6.1
2013-14	Classroom Organization	4.9	5.2
2014-15		4.9	5.5
2015-16		5.9	5.9
2016-17		6.0	5.8
2013-14	Instructional Support	2.1	2.5
2014-15		2.8	2.8
2015-16		3.2	3.1
2016-17		2.9	3.0

Qualitative Site Review (QSR) Outcomes

DC PCSB conducts QSRs of charter schools to observe qualitative evidence of the extent to which is school is meeting its mission and goals, as well as to assess classroom environments and quality of instruction. In February and March 2016, in anticipation of this charter review, DC PCSB conducted a QSR of Stokes PCS. During this QSR, DC PCSB observed qualitative evidence that Stokes PCS is meeting its mission. The QSR team "observed a culturally diverse [staff and student] population." It was also noted that students collaborated, exhibited leadership skills, and worked hard. The QSR team

²⁴ All DC early childhood programs are assessed by independent reviewers using the CLASS tool, which focuses on classroom interactions that boost student learning. The CLASS tool measures Emotional Support, Classroom Organization, and Instructional Support on a scale from 1-7. The Emotional Support and Classroom Organization indicators have a floor of three and a target of six on the PMF. On a national level, pre-school programs score lower on the Instructional Support indicator. Accordingly, DC PCSB's floor for this indicator is one with a target of four.

²⁵ All DC early childhood programs are assessed by independent reviewers using the CLASS tool, which focuses on classroom interactions that boost student learning. The CLASS tool measures Emotional Support, Classroom Organization, and Instructional Support on a scale from 1-7. The Emotional Support and Classroom Organization indicators have a floor of three and a target of six on the PMF. On a national level, pre-school programs score lower on the Instructional Support indicator. Accordingly, DC PCSB's floor for this indicator is one with a target of four.

observed that EW Stokes students “took pride in their environment to become responsible citizens committed to social justice.”²⁶

In QSRs, each observation is assigned a Distinguished, Proficient, Basic, or Unsatisfactory rating in classroom environment²⁷ and instruction.²⁸ Regarding the school’s environment, it was noted in the QSR report that “[t]eachers and students had a good rapport with each other and a culture of respect and high expectations permeated throughout the school.”²⁹ Regarding the school’s instruction, it was noted that “[t]eachers clearly described the purpose of each lesson and used an array of questioning techniques to keep students intellectually engaged.”³⁰ The following table details the percentage of classrooms at each campus that were rated proficient or distinguished in each domain.

% of Classrooms Rated Proficient or Distinguished in the Domain	
Classroom Environment	Instruction
93%	84%

EW Stokes PCS’s QSR rating was above average compared to other K through eight schools that received a QSR in SY 2016-17. The average rating across 30 K through eight campuses was 75% proficient or distinguished in the Classroom Environment domain and 69% in the Instruction domain, considerably lower than the average ratings of EW Stokes PCS.

²⁶ See QSR, p. 5 in Appendix E.

²⁷ To assess classroom environment, DC PCSB observes whether teachers (a) create an environment of respect and rapport; (b) establish a culture for learning; (c) manage classroom procedures; and (d) manage student behavior

²⁸ To assess instruction, DC PCSB observes how teachers (a) communicate with students; (b) use questioning/prompts and discussion techniques; (c) engage students in learning; and (d) use assessment for instruction.

²⁹ See QSR report, p. 2.

³⁰ See QSR report, p. 2.

SECTION TWO: COMPLIANCE WITH CHARTER AND APPLICABLE LAWS

The SRA requires DC PCSB to determine at least once every five years whether a school has “committed a material violation of applicable laws or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities.”³¹ The SRA contains a non-exhaustive list of applicable laws, which DC PCSB monitors in its annual compliance reviews. The below table discusses the school’s compliance with various requirements from 2013-14 to the time of this report’s publication.

Compliance Item	Description	School’s Compliance Status 2013-14 to Present³²
Fair enrollment process D.C. Code § 38-1802.06	DC charter schools must have a fair and open enrollment process that randomly selects applicants and does not discriminate against students.	Compliant since 2013-14
Notice and due process for suspensions and expulsions D.C. Code § 38-1802.06(g)	DC charter school discipline policies must afford students due process ³³ and the school must distribute such policies to students and parents.	Compliant since 2013-14
Student health and safety D.C. Code §§ 38-1802.04(c)(4), 4-1321.02, 38-651	The SRA requires DC charter schools to maintain the health and safety of its students. ³⁴ To ensure that schools adhere to this clause, DC PCSB monitors schools for various indicators, including but not limited to whether schools: <ul style="list-style-type: none"> - have qualified staff members that can administer medications; - conduct background checks for all school employees and volunteers; and - have an emergency response plan in place and conduct emergency drills as required by DC code and regulations. 	Compliant since 2013-14
Equal employment D.C. Code § 38-1802.04(c)(5)	A DC charter school’s employment policies and practices must comply with federal and local employment laws and regulations.	Compliant since 2013-14

³¹ D.C. Code § 38.1803.12(a)(1).

³² See Compliance Reports, attached to this report as Appendix F.

³³ See *Goss v. Lopez*, 419 U.S. 565 (1975).

³⁴ D.C. Code § 38.1802.04 (c)(4)(A).

Compliance Item	Description	School's Compliance Status 2013-14 to Present³²
Insurance As required by the school's charter	A DC charter school must be adequately insured.	Compliant since 2013-14
Facility licenses D.C. Code § 47-2851.03(d); D.C. Mun. Regs., tit. 14, §§ 14-1401 et seq.	A DC charter school must possess all required local licenses.	Compliant since 2013-14
Proper composition of Board of Trustees D.C. Code § 38-1802.05(a)	A DC charter school's Board of Trustees must have: an odd number of members that does not exceed 15; a majority of members that are DC residents; and at least two members that are parents of a student attending the school.	Compliant since 2013-14
Accreditation Status D.C. Code § 38-1802.02(16)	A DC charter school must maintain accreditation from an SRA-approved accrediting body approved by the SRA.	Compliant since 2013-14

Procurement Contracts

D.C. Code § 38-1802.04(c)(1) requires DC charter schools to use a competitive bidding process for any procurement contract valued at \$25,000 or more, and within three days of awarding such a contract, to submit to DC PCSB all bids received, the contractor selected, and the rationale for which contractor was selected. To ensure compliance with this law, DC PCSB requires schools to submit a "Determinations and Findings" form to detail any qualifying procurement contract that the school has executed.

For SY 2015-16, DC PCSB staff found the school to be in compliance with the Procurement Contract Submission Policy. For SYs 2013-14 and 2014-15, the school did not properly submit all contract documents. However, these contracts were entered into before DC PCSB implemented the current version of the Procurement Contract Submission Policy and it would be impractical for the school to submit these contracts at this time.

Special Education Compliance

Charter schools are required to comply with all federal and local laws regarding students with disabilities, including the Individuals with Disabilities Education Act³⁵ (IDEA) and Section 504 of the Rehabilitation Act of 1973.³⁶ The following section summarizes the EW Stokes PCS's IDEA special education compliance from SY 2013-14 to the present.

The D.C. Office of the State Superintendent of Education (OSSE) Special Education Compliance Reviews

OSSE monitors charter schools' special education compliance and publishes three primary types of reports detailing these findings: (1) Annual Determinations; (2) On-Site Monitoring; and (3) Special Conditions Reports. OSSE's findings regarding special education compliance for EW Stokes PCS are summarized below.

(1) Annual Determinations

As required by federal regulation, OSSE annually analyzes each LEA's compliance with special education compliance indicators and publishes these findings in an Annual Determination report.³⁷ Each year's report is based on compliance data collected from the prior federal fiscal year. For example, in SY 2016-17, OSSE published its 2014 Annual Determination reports (based on the school's 2014-15 performance).

The LEA's Annual Determination compliance performance is detailed in the table below.³⁸

Year	Percent Compliant with Audited Special Education Federal Requirements	Determination Level³⁹
2013	106% ⁴⁰	Meets Requirements
2014	93%	Meets Requirements
2015	78%	Needs Assistance

³⁵ 20 U.S.C. §§ 1400 *et seq.* See 20 U.S.C. § 1413(a)(5).

³⁶ 29 U.S.C. § 794.

³⁷ As required by federal regulation 34 C.F.R. § 300.600(c).

³⁸ See Annual Determination reports, attached to this report as Appendix G.

³⁹ The IDEA requires OSSE as the State educational agency (SEA) to make determinations annually about the performance of LEAs. OSSE is required to use the same categories that the US Department of Education, Office of Special Education Programs (OSEP) uses for state determinations as outlined in Section 616(d) of IDEA. In making such determinations, OSSE will assign LEAs one of the following determination levels: Meets Requirements, Needs Assistance, Needs Intervention and Needs Substantial Intervention.

⁴⁰ The school's compliance rate is over 100% because OSSE issued additional bonus points on this review to LEAs who had no longstanding noncompliance from FFY 2009, 2010, 2011, and 2012.

EW Stokes PCS received a Needs Assistance designation in its 2015 Determination. OSSE recommended that the school's team seek training and technical assistance to improve overall performance. However, the LEA is not legally required to undertake the recommendations or any actions.

(2) On-Site Monitoring Report

OSSE conducts an on-site assessment of an LEA's special education compliance with student-level and LEA-level indicators in alignment with their coordinated Risk-Based Monitoring,⁴¹ and publishes its findings in an On-Site Monitoring Report. Annually, OSSE assigns a risk designation to each LEA based on several criteria, including its IDEA Part B performance, which OSSE then uses to determine if an LEA will receive on-site monitoring.⁴² LEAs are responsible for being 100% compliant with student-level indicators and LEA-level indicators.⁴³

As of July 2017, OSSE had not conducted an On-Site Monitoring of the school in the last four school years.

(3) Special Conditions Reports

OSSE submits reports to OSEP three times annually,⁴⁴ detailing LEAs' compliance in three areas: (1) Initial Evaluation timeliness;⁴⁵ (2) Reevaluation timeliness; and (3) Secondary Transition requirements (for students at age 16 and up). EW Stokes PCS is evaluated in adhering to Initial Evaluation and Reevaluation timeliness, and the outcomes are detailed in the tables below. The school has since cured all identified points of noncompliance.

⁴¹ See <https://osse.dc.gov/sites/default/files/dc/sites/osse/publication/attachments/Risk-Based%20Monitoring%20Guidance.pdf>.

⁴² The type of monitoring an LEA will receive varies depending on its designation as a "high," "medium," or "low risk" sub-grantee. An on-site monitoring visit will occur for LEAs classified as "high" risk.

⁴³ If OSSE determined an LEA was less than 100% compliant with a student-level indicator that could not be cured retroactively, OSSE would identify the point of noncompliance as an LEA-level violation and give the LEA 365 days to cure the finding.

⁴⁴ Prior to SY 2014-15, OSSE conducted reviews quarterly. The data for the special conditions from that timeframe is thus organized across four quarters.

⁴⁵ Starting with SY 2017-18, OSSE is no longer under special conditions with OSEP on Initial Evaluations. Moving forward, OSSE will only report on Reevaluation and Secondary Transition in Special Conditions reporting. Initial evaluation data will still be periodically reviewed for compliance and included in Public Reporting for Annual Performance Reports (APRs). For the purposes of this report, Initial Evaluations are included since OSSE reported on this area of compliance in the past.

Special Conditions Reporting Period – April 2013 through March 2014				
	Quarter 1 (April 1 – June 30)	Quarter 2 (July 1 – September 30)	Quarter 3 (October 1 – December 31)	Quarter 4 (January 1 – March 31)
Initial Evaluation Timeliness	Compliant	N/A ⁴⁶	N/A	N/A
Reevaluation Timeliness	N/A	Compliant	N/A	Compliant

Special Conditions Reporting Period – April 2014 through March 2015			
	August 1 Report (April 1 – June 30)	November 1 Report (July 1 – Sept. 30)	May 1 Report (October 1 – March 31)
Initial Evaluation Timeliness	Compliant	Compliant	N/A
Reevaluation Timeliness	Compliant	N/A	N/A

Special Conditions Reporting Period – April 2015 through March 2016			
	August 1 Report (April 1 – June 30)	November 1 Report (July 1 – Sept. 30)	May 1 Report (October 1 – March 31)
Initial Evaluation Timeliness	N/A	Compliant	N/A
Reevaluation Timeliness	Not Compliant	N/A	N/A

⁴⁶ Not applicable (N/A) indicates that OSSE did not conduct a review of the school for the listed compliance area during the specified timeframe.

Special Conditions Reporting Period – April 2016 through March 2017			
	August 1 Report (April 1 – June 30)	November 1 Report (July 1 – Sept. 30)	May 1 Report (October 1 – March 31)
Initial Evaluation Timeliness	N/A	N/A	N/A
Reevaluation Timeliness	N/A	N/A	N/A

Child Find Focused Monitoring Report

In the Child Find review process, OSSE reviews LEA special education eligibility identification rates twice each school year (Fall/Spring). If an LEA has an identification rate less than half of DC's average identification rate, OSSE sends the LEA a notification letter. If the LEA is identified again in the second review, OSSE may conduct focused monitoring activities. During SY 2014-15, OSSE found that EW Stokes PCS identified 6.81% of its students as eligible for special education, which was significantly lower than the District's SY 2014-15 identification rate of 14.00%. The focused monitoring activities included student file reviews, staff interviews, and policy reviews. The results of the focused monitoring activities were sent to the LEA's leader.⁴⁷ OSSE then conducted a follow-up review and found that the LEA continued to have a persistently low identification rate (6.8%) and issued a follow-up letter in Spring 2016.

As a result of this review, OSSE determined that the school has appropriate referral policies, which are aligned with regulatory requirements and are being implemented. OSSE recommended the following to EW Stokes PCS to further improve its Child Find system:

- Maintain communication with its assigned OSSE LEA monitor to review and/or resolve any special education matters that may arise.
- Have staff access OSSE's Policy in Practice Webinar series relevant to IDEA compliance.

Hearing Officer Determination (HOD) Implementation Review

OSSE manages and oversees compliance through the HOD Tracker (formerly called the Blackman Jones database) that tracks the timely implementation of actions required by HODs. As of July 2017, no HODs have been issued against EW Stokes PCS.⁴⁸

⁴⁷ Please find the Child Find Focused Monitoring Report for EW Stokes PCS attached as Appendix H.

⁴⁸ HODs are the written decision issued as a result of a due process complaint that proceeds to hearing. Many other complaints are withdrawn for a number of reasons, including settlement. Not all outcomes are required to be tracked; thus, for the purpose of charter reviews, DC PCSB reports only on HODs that resulted in a finding of noncompliance against the LEA.

SECTION THREE: FISCAL MANAGEMENT AND ECONOMIC VIABILITY

INTRODUCTION

The SRA requires DC PCSB to revoke a school's charter if DC PCSB determines that the school:

- Has engaged in a pattern of non-adherence to generally accepted accounting principles (GAAP);
- Has engaged in a pattern of fiscal mismanagement; and/or
- Is no longer economically viable.⁴⁹

The results of DC PCSB's review of EW Stokes PCS's financial records are presented below.

SUMMARY OF FINDINGS

During the period under review, EW Stokes PCS has had adequate financial performance and has complied with GAAP, has not engaged in a pattern of fiscal mismanagement, and is economically viable.

EW Stokes PCS's first year of operation was Fiscal Year (FY) 1999. The data examined as a part of this review includes the last five years of audited financial data, FY 2012 through FY 2016. During this period, both enrollment and total revenues have been steady. The school usually generated a surplus, except for the small deficit in FY 2016. The school has a strong reserve position that was built over time. Indicators of economic viability are generally adequate. EW Stokes PCS does not warrant any concerns for economic viability or fiscal mismanagement based on the information currently available to DC PCSB.

FINANCIAL OVERVIEW

The following table provides an overview of EW Stokes PCS's financial information over the school's last five years of operations. Between FY 2012 and FY 2016, enrollment and revenue have grown by 0% and 5%, respectively. During the same period, the school built a strong net asset position of \$3.5 million. Overall, the school exhibited adequate financial results as it continues to manage its program in a fiscally responsible manner.

Financial Highlights (\$ in 000s)					
	2012	2013	2014	2015	2016
Enrollment Ceiling⁵⁰	350	350	350	350	350
Audited Enrollment	350	335	348	350	350
Total Revenue	\$7,051	\$6,843	\$7,194	\$8,206	\$7,383

⁴⁹ See D.C. Code § 38-1802.13(b).

⁵⁰ The Enrollment Ceiling represents the largest possible number of students for which the school may receive public funding. It may be higher than the school's targeted or budgeted enrollment, but provides a good proxy for the school's enrollment expectations over time.

Financial Highlights (\$ in 000s)					
	2012	2013	2014	2015	2016
Surplus/(Deficit)⁵¹	\$251	\$67	\$215	\$973	(\$76)
Unrestricted Cash Balances	\$468	\$626	\$1,009	\$1,739	\$1,619
Number of Days of Cash on Hand⁵²	26	35	55	92	84
Net Asset Position⁵³	\$2,353	\$2,420	\$2,635	\$3,608	\$3,532
Primary Reserve Ratio⁵⁴	35%	36%	38%	50%	48%

FISCAL MANAGEMENT

Overall fiscal management considers the school's liquidity, debt burden, cost management, and internal controls. Together, these factors reflect the effectiveness of school leaders and the school's board in managing school finances. EW Stokes PCS has an adequate ability to service its debt and has shown evidence that operating costs are effectively managed and that it has a solid internal control environment. These areas are discussed further below.

Liquidity

Liquidity refers to the school's ability to meet its financial obligations, particularly in the short term. Too few assets or insufficient cash to pay vendors and/or creditors is a cause for concern and threatens the school's viability.

The first indicator of a school's liquidity is its current ratio.⁵⁵ The current ratio measures a school's financial resources available to meet short-term obligations (i.e., those obligations due in the following 12 months). When the current ratio is less than one, the school's ability to meet these obligations is in doubt; we consider a current ratio of greater than 1.0 the "target" of acceptable performance. A current ratio below 0.7 raises concern about the school's liquidity; we consider this the "floor" of acceptable performance.

While Stokes PCS's current ratio has varied over the last five years, it has been at least 1.0 since FY 2014, indicating that the school's short-term liquidity is adequate.

The second measure, days of cash on hand, reflects a school's ability to satisfy its financial obligations using only existing cash balances (in the event of unexpected cash delays). Typically, 45 days of cash or more is recommended; we consider this the target. Less than 15 days of cash is a liquidity concern; we consider this the floor of acceptable performance.

⁵¹ Surplus / (Deficit) is total revenue minus total expenses.

⁵² Number of Days of Cash on Hand equals unrestricted cash and cash equivalents divided by daily operating expenses (which equals annual operating expenses divided by 365 days). It is a measure of the school's ability to pay debts and claims as they come due.

⁵³ Net Asset Position equals total assets minus total liabilities.

⁵⁴ Primary Reserve Ratio equals total net assets, less intangible assets, divided by total annual expenses.

⁵⁵ A school's current ratio is its current assets divided by current liabilities.

EW Stokes PCS's number of days of cash on hand has also varied over the last five years, but has exceeded the target since FY 2014.

Together these metrics provide evidence of continued stability in overall liquidity.

Liquidity							
	Floor	Target	2012	2013	2014	2015	2016
Current Ratio	<0.7	>1.0	0.4	0.9	1.2	2.3	2.2
Number of Days of Cash on Hand	<15	>45	26	35	55	92	84

The final measure of liquidity is solvency,⁵⁶ or the school's ability to pay outstanding obligations, including amounts due to vendors, employees, and lenders, if the school's charter is revoked. DC PCSB reviewed Stokes PCS's 2016 audited financial statements to determine the risk to third parties in the event of school closure. Should the DC PCSB Board vote to close Stokes PCS, the school might not be able to meet its operating obligations. Including estimated closure costs, the school might have a shortfall in meeting obligations due to vendors, employees, and lenders.

It should be noted that Stokes PCS has a significant amount of fixed assets; however, without a readily discernible fair market value of those fixed assets, we cannot determine how much cash would be generated in a liquidation. Given the overall financial health of the school, this is not an area of immediate concern.

Debt Burden

As part of the evaluation of a school's long-term viability, DC PCSB considers a school's debt burden. DC PCSB reviews two debt ratios – the debt ratio⁵⁷ and the debt service coverage ratio (DSC).⁵⁸

First, the debt ratio measures how leveraged a school is, or the extent to which a school relies on borrowed funds to finance its operations. A ratio greater than 0.90 is a cause for concern (the floor for this metric); a ratio less than 0.50 is a signal of financial strength (the target).

Stokes PCS's debt ratio has hovered between our floor and target in all five years, and is improving.

⁵⁶ Except when the school owns a facility, solvency equals unrestricted cash plus receivables with a high probability of collection, minus liabilities and closure expenses.

⁵⁷ Debt Ratio equals the total liabilities divided by the total assets.

⁵⁸ Debt Service Coverage Ratio equals Earnings Before Interest, Depreciation, and Amortization divided by the sum of scheduled principal payments and interest paid (not including balloon payments).

Second, the DSC ratio measures the school's ability to make regular payments on interest and principal. A low ratio indicates a school's inability to service its debt, while a higher one represents strength.

The school's debt service coverage ratio is below our floor. While this is a source of concern, when considered in concert with other metrics, we do not believe the school is at risk of not being able to service its debt.

Together, these measures reveal no concerns surrounding Stokes PCS's debt structure.

Debt Burden							
	Floor	Target	2012	2013	2014	2015	2016
Debt Ratio	>0.90	<0.50	0.78	0.77	0.75	0.68	0.68
Debt Service Coverage Ratio	<1.0	>1.2	<i>N/A - metric introduced in FY16</i>				0.8

Cost Management

The following table provides an overview of the school's spending decisions over the past five years. Since FY 2012, expenses have increased by 9%, more than the 5% increase in revenues, with the largest increase for "general expenses". General expenses have increased by 75% over four years. Total expenses exceeded total revenues for the first time in FY 2016, resulting in a small operating deficit.

Cost Management (\$ in 000s)					
	2012	2013	2014	2015	2016
Salaries and Benefits	\$4,701	\$4,691	\$4,687	\$4,840	\$4,723
Direct Student Costs	\$632	\$696	\$653	\$707	\$732
Occupancy Expenses	\$882	\$817	\$1,134	\$959	\$946
General Expenses⁵⁹	\$529	\$552	\$506	\$701	\$935
Surplus/(Deficit)	\$251	\$67	\$215	\$973	(\$76)

As a Percent of Expenses						
	2012	2013	2014	2015	2016	FY16 Sector Median
Salaries and Benefits	70%	70%	67%	67%	64%	61%
Direct Student Costs	9%	10%	9%	10%	10%	11%
Occupancy Expenses	13%	12%	16%	13%	13%	16%
General Expenses	8%	8%	7%	10%	13%	11%

⁵⁹ DC PCSB has worked with the Financial Oversight Task Force to revise definitions of cost categories, including combining Office Expenses and General Expenses beginning in FY 2016. Other category definitions have also changed over time.

Internal Controls

At the highest level, internal controls are processes assuring achievement of an organization's objectives in operational effectiveness and efficiency, reliable financial reporting, and compliance with laws, regulations, and policies.

Audits of Stokes PCS establish that the school has adhered to GAAP. The school's auditors issued unmodified audit opinions on the financial statements for all five years and there were no material weaknesses or other findings identified. Stokes PCS appears to have an adequate internal control environment.

Internal Controls					
	Audit Year				
	2012	2013	2014	2015	2016
Modified Statement Opinion. The auditor issues an opinion letter on the basic financial statements. An <i>unmodified</i> opinion means the auditor is satisfied professionally that the statements present fairly the financial position of the school and the results of operations. Should there be areas of doubt, the opinion may be <i>modified, adverse, or disclaimed</i> .	No	No	No	No	No
Material Weakness. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the school's financial statements will not be prevented, or detected and corrected in a timely manner.	No	No	No	No	No
Statement Non-Compliance. The auditor tests for compliance with certain provisions of laws, regulations, contracts, and grant agreements. Non-compliance could have a direct and material effect on the determination of financial statement amounts.	No	No	No	No	No
Modified Program Opinion (Uniform Guidance). When expenditures of federal funds are greater than \$750,000, the auditor performs an extended review and issues an opinion letter on compliance with the requirements of laws, regulations, contracts, and grants applicable to each of the school's major federal programs. A <i>modified opinion</i> indicates instances of non-compliance.	No	No	No	No	N/A
Program Material Weakness (Uniform Guidance). In planning and performing the audit of major federal programs, the auditor considers internal control over compliance with the requirements of applicable laws, regulations, contracts, and grants. A material weakness in internal control indicates that there is a reasonable possibility of material noncompliance with a requirement of a federal program that will not be prevented, or detected and corrected, on a timely basis.	No	No	No	No	N/A
Findings & Questioned Costs. The auditor discloses audit findings that are important enough to merit	0	0	0	0	0

Internal Controls					
	Audit Year				
	2012	2013	2014	2015	2016
attention by those charged with governance, with documentation of corrective action plans noting the responsible party.					
Unresolved Prior Year Findings. The auditor discloses prior year audit findings that have not been corrected.	No	No	No	No	No
Going-Concern Issue. The auditor indicates that the financial strength of the school is questioned.	No	No	No	No	No
Debt-Compliance Issue. The audit discloses that the school was not in compliance with certain debt covenants. A debt-compliance issue may prelude insolvency.	No	No	No	No	Yes ⁶⁰

ECONOMIC VIABILITY

DC PCSB assesses economic viability through six measures: cash flow, earnings, net assets, reserve balances, and trends in enrollment and revenue. Based on these six criteria, Stokes PCS's economic viability is not at risk. See below for further detail.

Operating Results

A school's fiscal operation produces a surplus or deficit each year. DC PCSB recommends a school's revenues should exceed their expenditures. Stokes PCS exceeded our floor of \$0, generating a surplus in all but one of the years under review. This one time deficit is no cause for concern when considered along with the school's other indicators.

Earnings

DC PCSB reviews earnings before depreciation and amortization (EBDA)⁶¹ separately from the first measure because depreciation is a non-cash expense which impacts the surplus/deficit, but not actual cash flow. Here, Stokes PCS exceeds our floor of \$0 each year, generating positive EBDA annually.

(\$ in 000s)	Floor	2012	2013	2014	2015	2016
Surplus/(Deficit)	<0	\$251	\$67	\$215	\$973	(\$76)
Earnings before Depreciation and Amortization	<0	\$572	\$374	\$534	\$1,287	\$244

Net Asset Position

The net asset position is the accumulation of operating results over time. DC PCSB does not set a target for this ratio but we do set a floor of \$0. Stokes PCS's net asset position

⁶⁰ The School was in violation of the covenants for submitting the annual financial statements within 120 days after year end for the year ended June 30, 2016. The school received a waiver from the bank.

⁶¹EBDA is the change in net assets plus depreciation and amortization.

has grown by 50% between FY 2012 and FY 2016 as the school has continued to run operating surpluses and add to reserves.

Primary Reserve Ratio

The primary reserve ratio is the proportion of reserves relative to operating expenditures. Our target is 25% and our floor is 0%. Stokes PCS exceeded our floor each year for this metric.

(\$ in 000s)	Floor	Target	2012	2013	2014	2015	2016
Net Asset Position	<0	N/A	\$2,353	\$2,420	\$2,635	\$3,608	\$3,532
Primary Reserve Ratio	<0	>25%	35%	36%	38%	50%	48%

Enrollment and Revenue Trends

The final measures of economic viability are trends in enrollment and revenues. Enrollment trends provide information about the school's ability to attract students and earn DC and federal funds for operations. Stable or growing enrollment and revenue indicate that the school is likely to remain financially stable. Declining enrollment, however, may be a cause for concern.

Stokes PCS's enrollment and revenue were generally consistent from FY 2012 through FY 2017. However, in FY 2015 District Charter schools received supplementary one-time funding which boosted revenues higher than expected. In FY 2016 funding returned to anticipated levels, resulting in a decrease in revenues for Stokes, but not one that reflected a negative financial circumstance.

Based on these trends, it is likely that the school will be able to continue to attract students and maintain consistent revenues.

Enrollment over Time						
	2012	2013	2014	2015	2016	2017
Enrollment	350	335	348	350	350	350
Growth in Enrollment	0%	(4%)	4%	1%	0%	0%
Growth in Revenues	1%	(3%)	5%	14%	(10%)	N/A

EW Stokes PCS 20-Year Review Report

Appendix

- A. Second Amended and Restated Charter Agreement
- B. 10-Year Charter Review
- C. Renewal Report
- D. PMF as Goals Policy
- E. 2016 QSR
- F. Compliance Reports
- G. Annual Determination Reports
- H. Child Find Focused Monitoring Report

Appendix A

Second Amended and Restated Charter Agreement

SECOND AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

AND

ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

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AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT

This AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is entered into on this XXX day of October, 2014 by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

WHEREAS, pursuant to the Congressionally-enacted District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the “**Act**”), PCSB has authority to charter, monitor, oversee, and amend, renew and/or revoke charters of School Corporations in a manner consistent with the letter and intent of the Act;

WHEREAS, pursuant to §38-1802.12 of the Act, PCSB has the authority to approve petitions to renew the charter of public charter schools in the District of Columbia;

WHEREAS, the School Corporation submitted, and PCSB approved, a petition in accordance with §38-1802.02 of the Act to establish the public charter school known as Elsie Whitlow Stokes Community Freedom Public Charter School (the “**Original Petition**”), and the School Corporation and PCSB entered into a Charter School Agreement, effective as of July 1, 1998, memorializing certain obligations of the School Corporation in relation to the operation of the public charter school described in the Original Petition (the “**Original Agreement**”);

WHEREAS, the Original Charter was effective until June 30, 2013 unless otherwise extended or renewed;

WHEREAS, the School Corporation submitted a petition in accordance with §38-1802.12 of the Act to renew its charter as a public charter school (the “**Petition**”); and PCSB determined (i) that the Petition for renewal satisfied the requirements set forth in §38-1802.12 the Act; and (ii) approved the Petition thereby renewing the charter of the School Corporation, effective as of July 1, 2013 (the “**Renewed Charter**”);

WHEREAS, the School Corporation submitted a petition to PCSB pursuant to §38-1802.04(c)(10) of the Act to amend the Original Agreement to expand its enrollment to include students in middle school and high school, and such petition was conditionally approved by PCSB on December 17, 2012 (the “**EW Stokes PCS Charter Amendment**”);

WHEREAS, each of Yu Ying Public Charter School, Latin American Montessori Bilingual Public Charter School PCS, Mundo Verde Public Charter School, and DC Bilingual Public Charter School (collectively, with the School Corporation, (the “**Member Schools**”) also submitted a petition to amend its respective charter to expand its program to include a middle school and a high school on terms and conditions substantially similar to those specified in the EW Stokes PCS Charter Amendment, and, each adopted an identical mission statement, goals, curricula and education philosophy to that specified in the EW Stokes PCS Charter Amendment for its middle school and high school, and, after an additional public hearing, PCSB conditionally approved each such petition on June 24, 2013 (each, together with

the Charter Amendment, a “**Member School Charter Amendment**” and collectively, as amended, the “**Combined School Petition**”);

WHEREAS, the Member Schools’ Charter Amendments provide that each Member School’s middle school and high school will be operated jointly as a single “middle-high school campus (the “**Combined School**”), operated by the District of Columbia International School, a District of Columbia nonprofit corporation (“**DCI**” or the “Combined School Corporation”);

WHEREAS, pursuant to an Amended and Restated Charter Agreement executed by the School corporation and PCSB on June 16, 2014 (the “**First Amended Agreement**”), PCSB acknowledged the School Corporation’s authority, in accordance with the Combined School Petition, to participate in the Combined School with the other Member Schools through the establishment of DCI, whose sole purpose is to operate the middle-high schools of the Member Schools as the separate Combined School;

WHEREAS, pursuant to the DCI Operation Agreement executed among the Member Schools and DCI (as amended, the “**Assignment**”) the Member Schools have assigned, transferred and delegated to, and combined all of their respective authority and responsibilities for the operations of their respective middle schools and high schools, to be combined at the Combined School, to DCI;

WHEREAS, pursuant to § 38-1802.01(c-1) of the Act, PCSB has the authority to approve one joint program for applicants seeking to establish a jointly operated school where two or more public charter schools that have adopted, for the combined program, identical mission statements, goals, curricula and educational philosophy may combine to create a jointly operated middle and high school;

WHEREAS, at its July 21, 2014 Board meeting, PCSB voted to approve the Combined School as operated by DCI as the one joint program it has the authority to approve, and to treat DCI as a public charter school pursuant to § 38-1802.01(c-1) of the Act (the “**Combined School Approval**”); and

WHEREAS, the Parties wish to amend, restate and supersede the First Amended **and Restated** Agreement in order to give effect to PCSB’s recognition of the assignment of the rights, responsibilities, and authority of the middle and high schools of the School Corporation to DCI now holding all authority, rights and responsibilities in relation to the Combined School Petition and the operation of the Combined School.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the parties agree as follows:

SECTION 1. CONTINUED OPERATION OF SCHOOL

1.1 Charter. The School Corporation, which established a public charter school (the “**School**”) in the District of Columbia in 1998 pursuant to the terms and conditions of the Original Petition and the Original Agreement, shall continue to operate such School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. Effective as

of July 1, 2014, the School's charter shall include both an elementary school Campus consisting of grades pre-kindergarten-3 through five and a middle-high school campus, consisting of grades six through twelve ("Campus" is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of such); provided that the middle and high school campuses are authorized to be operated solely and jointly with the middle and high school campuses of the other Member Schools, as DCI, and as detailed in sections 1.1C and 10.6 of this agreement and the DCI Direct Agreement.

A. Effect of Amendment and Restatement. Effective as of September 2, 2014, this Agreement amends and supersedes the Renewed Agreement, as amended and superseded by the First Amended Agreement, and shall constitute the School Corporation's charter (the "**Renewed Charter**") and shall be binding on the School Corporation, the School, and PCSB.

B. Pursuant to §38-1802.03(h)(2) of the Act, the following sections of the Petition are specifically included as part of the Charter:

(i) The School's statement regarding the mission and goals of the School and the manner in which the school will conduct any district-wide assessments, as set forth in Sections 2.1 and 2.3 of this Agreement;

(ii) Proposed Rules and Policies for Governance and Operation of School Corporation [**Attachment A**] ;

(iii) Articles of Incorporation and Bylaws of the School Corporation [**Attachment B**];

(iv) Procedures to Ensure Health and Safety of Students and Employees at the Elementary School [**Attachment C**];

(v) Assurance to Seek, Obtain, and Maintain Accreditation [**Attachment D**];
and

(vi) Relationship Between School and Employees [**Attachment E**].

The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that the School Corporation shall be permitted to change, and shall not be required to provide PCSB a petition for a charter revision for any proposed changes to its Articles of Incorporation or Bylaws, ~~Rules and Policies for Governance and Operation~~, or changes in its accrediting body.

C. Effect of Combined School Approval. By virtue of the Combined School Approval and the Assignment, the middle and high school campus previously authorized to be created by the School Corporation under the operation of DCI is no longer a part of the School Corporation but rather is a part of the Combined School, which is separately existing and operated by DCI. Pursuant to the Combined School Approval and the Assignment, the School Corporation has assigned, transferred, and delegated all of its authority, rights and responsibilities under the Act with respect to its middle-high school campus to DCI. The Parties

further acknowledge that DCI is bound to operate the Combined School in accordance with the Act and a direct agreement between PCSB and DCI that recognizes DCI's possession of the rights, authority and responsibilities of the middle and high schools of the Member Schools and treats DCI as a public charter school under the Act ("**DCI Direct Agreement**"). The School Corporation shall have no rights to participate in the operation of DCI or the Combined School (except as may be agreed between DCI and the Member Schools from time to time), nor any responsibility for the obligations of DCI or the operation of the Combined School.

1.2 [Effective Date and Term.](#) The Renewed Charter commenced on July 1, 2013 and shall continue for a term of fifteen years therefrom unless renewed, revoked, or terminated in accordance with Sections §§38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement; provided that the middle and high school campuses, the rights, authority, and responsibility of which have been approved as part of the jointly operated middle-high school DCI in accordance with § 38-1802.01(c-1) of the Act and assigned pursuant to the Assignment, will be deemed to have commenced on September 2, 2014 and shall continue for a term of fifteen years therefrom unless renewed, revoked, or terminated in accordance with §§38-1802.12 and 1802.13 of the Act and Section 9 of the DCI Direct Agreement..

SECTION 2. EDUCATIONAL PROGRAM

2.1 [Mission Statement.](#) **A.** The School Corporation shall operate the School in accordance with its mission statement: The Elsie Whitlow Stokes Community Freedom Public Charter School prepares culturally diverse elementary school students in the District of Columbia to become leaders, scholars and responsible citizens who are committed to social justice.

B. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School's mission.

2.2 [Age-Grade.](#) **A.** Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in grades pre-kindergarten through five. In each of the succeeding four Academic Years, the School may provide instruction to students in accordance with **Schedule I**. "**Academic Year**" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

B. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act in order to instruct students in any other age/grade. [If the participation of the School Corporation in the Combined School ends for any reason, in accordance with the Assignment, the School Corporation must submit a petition to revise its charter to instruct students in any age/grade other than grades pre-k3 through five.](#)

2.3 [Goals and Academic Achievement Expectations.](#) **A.** The School Corporation has the following academic and mission-specific goals:

	Goals and Student Academic Achievement Expectations	Evidence
Expectation 1	In a minimum of two languages, students will read widely and deeply with increasing proficiency from among a broad range of high-quality, increasingly challenging literary and informational texts.	<p>At each grade level, 4th-5th grade students will demonstrate increasing reading proficiency in English, as indicated by a median growth percentile of 50 percent or above on the state standardized test.</p> <p>80% of 5th grade students will score at the proficient level ($\geq 50/100$), as measured by the Diplôme d'études en langue française (DELF) or Diplome de Español (DELE) proficiency and growth scores for French and Spanish, respectively.</p> <p>60% of students will score proficient or advanced in reading on the state assessment.</p> <p>65% of K-2 students will meet or exceed the college readiness target on the NWEA MPG assessment (K: 149 - Reading; 1st: 166 - Reading; 2nd: 79-Reading)</p> <p>75% of Pre--K students will meet or exceed the widely held literacy expectations as measured by Teaching Strategies Gold.</p>
Expectation 2	In a minimum of two languages, students will communicate in writing, with increasing proficiency, their own ideas and will integrate and evaluate information.	At each grade level, 5th-6th grade students will demonstrate increasing writing communication proficiency in English each year, as measured by the ACCESS.

	Goals and Student Academic Achievement Expectations	Evidence
Expectation 2, continued		80% of 5th grade students will score at the proficiency level ($\geq 50/100$) as measured by Diplôme d'études en langue française (DELF) or Diplome de Español (DELE).
Expectation 3	Students will engage in mathematical practices and will demonstrate conceptual understanding and an increasing mastery of the following content areas: number and operations, algebra, geometry, measurement and data analysis and probability.	<p>At each grade level, 4th-5th grade students will demonstrate increasing proficiency in mathematics, as indicated by a median growth percentile of 50 percent or above on the state standardized test.</p> <p>60% of students will score proficient or advanced in math on the state assessment.</p> <p>65% of K-2 students will meet or exceed the college readiness target on the NWEA MPG assessment (K: 144-Math; 1st: 164-Math 2nd: 177-Math.</p> <p>75% of PreK students will meet or exceed the widely held mathematics expectations as measured by Teaching Strategies Gold.</p>
Expectation 4	Students will engage in scientific practices and demonstrate conceptual understanding of the scientific method as applied to one or more of the following content areas: physical science, life sciences, earth sciences, technology.	85% of 5th grade student will prepare and present a science project that demonstrates understanding of the scientific method as applied to at least one of the following content areas (physical science, life sciences, earth sciences, technology) rated at ≥ 24 , as measured by the attached rubric.

	Goals and Student Academic Achievement Expectations	Evidence
Expectation 5	Students will be able to express themselves using a variety of artistic media.	85% of 4th-5th grade student will demonstrate mastery of visual and/or musical arts by creating a visual arts project and/or performing a vocal or instrumental music piece rated at ≥ 12 , as indicated by the attached rubric.
Goal – Attendance	Stokes PCS will maintain an in-seat attendance rate of at least 90%.	Attendance submitted by Stokes PCS and validated by PCSB staff.
Goal 2 – Reenrollment	Stokes PCS will maintain a reenrollment rate of at least 80%.	Reenrollment reported by Stokes PCS and validated by PCSB staff.

B. The School Corporation shall conduct district wide assessments for its students as required by applicable law and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

C. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other basis against which the School will be evaluated by PCSB, or the manner in which the School will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

2.4 Curriculum. **A.** The School Corporation shall design and implement the educational program set forth in its Original Petition.

B. The School Corporation shall have exclusive control over its instructional methods, consistent with §38-1802.04(c)(3)(a) of the Act, but the School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change in the School's mission or goals no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. The School Corporation shall provide PCSB any materials requested by PCSB in connection with the petition for charter revision. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

2.5 Students with Disabilities. **A.** The School Corporation shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

B. Pursuant to §38-1802.10(c) of the Act, the School Corporation has elected to be treated as a local educational agency (“**LEA**”) for the purpose of providing services to students with disabilities. The School Corporation shall notify PCSB in writing of any change in election by April 1 prior to any Academic Year in which the change in election shall be effective.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location. **A.** The head office of the School Corporation and the Elementary School Campus shall be located at 3700 Oakview Terrace, N.E., Washington, D.C., 20017 (the “**School Property**”).

B. The School shall not operate at a location other than the School Property, unless the School Corporation provides a written request for approval to PCSB at least three (3) months prior to its intended relocation. PCSB reserves the right to delay or prohibit the School’s opening in any such new property until the School Corporation has satisfied the pre-opening requirements listed in **Attachment F**.

3.2 Enrollment. **A.** Enrollment in the School shall be open to all students of ages or in grades as set forth in Section 2.2 above who are residents of 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 §38-1802.06 of the Act. The School Corporation shall determine whether each student resides in the District of Columbia according to guidelines established by the D.C. Office of the State Superintendent of Education (“**OSSE**”).

B. 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 in **Attachment G** and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation shall provide PCSB with written notice of any material change to the random selection process at least thirty (30) days prior to the date of the proposed implementation.

C. The School shall maintain an enrollment of no more than 350 students in the 2014-2015 Academic Year, and no more than 350 students in subsequent Academic Years substantially in accordance with **Schedule I**. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three months before the requested change date with (i) evidence that (a) the School Property has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the

educational program at the School is satisfactory and will not deteriorate as a result of such increase; (ii) a revised Schedule I; and (iii) such other items as PCSB may request.

3.3 Disciplinary Policies. A. The School Corporation shall implement student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students (collectively, (“Discipline Policies”), and shall provide a copy of those policies and procedures to students and parents within the first ten days of the beginning of the school year, and provide a copy to PCSB as part of the annual compliance reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. The School Corporation agrees to provide PCSB with 60 days written notice prior to adoption of any material change to its Discipline Policies. Copies of the current Discipline Policies (see **Attachment H**) have been submitted to PCSB.

B. Pursuant to PCSB’s Attendance and Discipline Data Policy, the School Corporation shall track suspensions and expulsions, by Campus, on a monthly basis using the data management reporting software identified by PCSB. All such attendance and discipline data shall be maintained, tracked, and reported for each Campus separately.

C. The School Corporation shall report any student expulsions or suspensions for longer than five days to PCSB within ten days of the expulsion or suspension and will maintain records of all expulsions and suspensions by the School. All such data shall be maintained, tracked, and reported by the School Corporation for each Campus separately.

3.4 Complaint Resolution Process. Pursuant to §38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process for (which may be different for each Campus)and shall provide a copy to students, parents, and PCSB. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide PCSB written notice of a material change to its complaint resolution process at least three (3) months prior to adoption.

3.5 Operational Control. A. Pursuant to §1802.04(c)(3) of the Act, the School Corporation shall exercise exclusive control over its expenditures, administration, personnel and instructional methods subject to limitations imposed in § 38-1802.04 of the Act.

B. Pursuant to §38-1802.04(b) of the Act, the School Corporation shall have the following powers consistent with the Act and the terms of this Agreement:

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as the School’s facilities;
- (iii) to receive and disburse funds for School purposes;
- (iv) subject to §38-1802.04 (c)(1) of the Act; to make contracts and leases including agreements to procure or purchase services, equipment, and supplies;

- (v) subject to §38-1802.04 (c)(1) of the Act, to secure appropriate insurance;
- (vi) to incur debt in reasonable anticipation of the receipt of funds from the general fund of the District of Columbia or the receipt of federal or private funds;
- (vii) to solicit and accept any grants or gifts for School purposes;
- (viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in the School Corporation's own name.

3.6 Accreditation. **A.** The School Corporation shall maintain accreditation from an appropriate accrediting agency as set forth in §38-1802(16) of the Act.

B. The School Corporation shall provide PCSB with a written request for approval for any proposed changes to the School's accreditation.

3.7 Nonsectarian. The School Corporation and the School shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

SECTION 4. GOVERNANCE

4.1 Organization. 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.

4.2 Corporate Purpose. The purpose of the School Corporation as set forth in its articles of incorporation shall be limited to the operation of a public charter school pursuant to §38-1802.04(c)(16) of the Act.

4.3 Governance. **A.** The School Corporation shall be governed by a Board of Trustees. The Board of Trustees are fiduciaries of the School Corporation and shall operate in accordance with the School Corporation's articles of incorporation and by-laws consistent with this Agreement and the provisions of the Act and the District of Columbia Nonprofit Corporation Act.

B. Pursuant to §38-1802.04(c)(10) of the Act, the Board of Trustees shall provide PCSB with written a request for approval of any material change(s) to its articles of incorporation or bylaws within three (3) months of the effective date of such change.

4.4 Composition. Pursuant to §38-1802.05 of the Act, the Board of Trustees of the School Corporation shall consist of an odd number of members, with a minimum of three (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending the School, and the majority of whom shall be residents of the District of Columbia.

4.5 Authority. Pursuant to §38-1802.05 of the Act, the Board of Trustees shall have the final decision-making authority for all matters relating to the operation of the School, consistent with this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Trustees from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Trustees shall (i) set the overall policy for the School; (ii) be responsible for overseeing the academic and fiscal integrity of the School; and (iii) assure the School's compliance with this Agreement and the Act.

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

5.1 Financial Management. The School Corporation shall operate in accordance with Generally Accepted Accounting Principles ("GAAP") and other generally accepted standards of fiscal management and sound business practices to permit preparation of the audited financial statements required in §38-1802.04(c)(11) of the Act. The School Corporation's accounting methods shall comply in all instances with any applicable governmental accounting requirements.

5.2 Tuition and Fees. The School Corporation shall not charge tuition to any student, other than a non-resident student in accordance with §38-1802.06(e) of the Act, unless such student would otherwise be liable for tuition costs under the Act. The School Corporation may charge reasonable fees or other payment for after school programs, field trips, or similar student activities.

5.3 Costs. The School Corporation shall be responsible for all costs associated with operation of the School including the costs of goods, services, and any district-wide assessments or standardized testing required by this Agreement or by applicable law.

5.4 Contracts. **A.** Pursuant to §38-1802.04(c)(1) of the Act, the School Corporation shall provide PCSB with respect to any procurement contract awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding \$25,000, not later than three (3) days after the date on which such award is made (i) all bids for the contract received by the School Corporation, if any; (ii) the name of the contractor who is awarded the contract; and (iii) the rationale for the award of the contract. The PCSB may request copies of these procurement contracts to be provided to the PCSB upon request. The foregoing shall not apply to any contract for the lease or purchase of real property by the School Corporation, any employment contract for a staff member, or any management contract between the School Corporation and a management company designated in its petition

B. The School Corporation shall petition PCSB for a charter amendment pursuant to the requirements of §38-1802.04(c)(10) prior to entering into a contract for the management of the School (a "**School Management Contract**") with any entity other than the entity designated in its Original Petition. The School Corporation shall petition PCSB for a charter amendment pursuant to the requirements of §38-1802.04(c)(10) prior to canceling; terminating; or materially amending, modifying, or supplementing any School Management Contract.

C. The School Corporation shall award "interested party contracts" or "conflicting interest contracts," as those terms are defined in PCSB's Submission of Procurement Contracts

and Board of Trustees Meeting Minutes Policy, effective September 15, 2014, and as amended thereafter, pursuant to such PCSB policy, and in accordance with the School Corporation's conflict of interest policies and procedures, to the extent that the School Corporation's policies are not inconsistent with PCSB's policy.

D. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that PCSB has no responsibility for the debts or action of the School Corporation or the School. The School Corporation shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

5.5 [Insurance](#). The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. The Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary, subject to the availability of such insurance on commercially reasonable terms. The School Corporation's current insurance certificate is attached at **Attachment I**.

5.6 [Tax-Exempt Status](#). The School Corporation shall maintain its tax-exempt status from the federal government and the District of Columbia.

5.7 [Enrollment and Attendance Records](#). **A.** 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 Section 7 below.

B. If the School Corporation operates two or more Campuses under the Charter, each Campus shall maintain and submit to PCSB and in state and federal reports, distinct and unique enrollment and attendance records.

5.8 [Board of Trustee Meeting Minutes](#). The School Corporation shall maintain 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, certified by an officer of the School Corporation or a member of the Board of Trustees as to their completeness and accuracy. The School Corporation shall make such documents available for inspection by PCSB, its officer, employees, or agents upon request.

SECTION 6. PERSONNEL

6.1 [Relationship](#). All employees hired by the School Corporation shall be employees of the School and, pursuant to §38.1802.07(c) of the Act, shall not be considered to be an employee of the District of Columbia government for any purpose.

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

SECTION 7. REPORTING REQUIREMENTS

7.1 [Annual Reports](#). The School Corporation shall deliver to PCSB, by a date specified by PCSB, an annual report in a format acceptable to PCSB, which shall include all items required by §38-1802.04(c)(11)(B) of the Act (the “**Annual Report**”). The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards, indicators, targets, or any other basis for measuring the School’s performance as PCSB may request. The School Corporation shall permit any member of the public to view such report on request.

7.2 [Audited Financial Statements](#). As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, the School Corporation shall deliver to PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to §38-1802.04(c)(11)(B)(ix) of the Act in accordance with GAAP and government auditing standards for financial audits issued by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

7.3 [Quarterly Financial Reports](#). Unless otherwise notified by PCSB, the School Corporation shall prepare and submit to PCSB within thirty (30) days after the end of each fiscal quarter starting with the fiscal quarter beginning July 1, 2014: (i) the balance sheet of the School Corporation at the end of such quarter and the related statements of income and cash flows of the School Corporation for such quarter and for the period from the beginning of the then current Academic Year to the end of such quarter, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (ii) notes to the balance sheet describing the financial status of the School Corporation including contributions (monetary or in-

kind) in excess of \$500 and fundraising efforts for such quarter-and for the period from the beginning of the then current Academic Year to the end of such quarter. These reports may include supplemental schedules as required by PCSB.

7.4 [Budget](#). No later than June 1 of each Academic Year, the School Corporation shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a “**Budget**”) for the next succeeding Academic Year for each Campus. The School Corporation’s initial Budget shall be in accordance with the Budget submitted with its Petition to PCSB. If PCSB 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 in writing, the School Corporation may only implement a Budget with the prior written approval of PCSB. PCSB may specify the format and categories and information contained in the Budget.

7.5 [Enrollment Census](#). Pursuant to §38-1802.04(c)(12) of the Act, the School Corporation shall provide to OSSE student enrollment data required by OSSE to comply with §38-204 of the District of Columbia Code. Such report shall be in the format required by OSSE for similar reports from District of Columbia Public Schools, and all counts of students shall be conducted in a manner comparable to that required by OSSE for enrollment counts by District of Columbia Public Schools.

7.6 [Attendance Data](#). No later than fifteen (15) days after the end of each month during the Academic Year and during summer school, if offered, the School Corporation shall provide students’ daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for the School using attendance management reporting software identified by PCSB. If the School Corporation operates two or more Campuses under the Charter, each Campus shall maintain and submit to PCSB distinct and unique attendance data.

7.7 [Key Personnel Changes](#). The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or key personnel as identified by position in **Attachment J** (but no later than the time the School Corporation announces such departure publicly) to PCSB 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.

7.8 [Authorizations](#). Within forty-five (45) days after the end of each Academic Year, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Trustees 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. If the School Corporation receives notice, whether formal or informal, of any alleged failure to comply with the terms or conditions of any Authorization, the School Corporation shall provide PCSB, within seven (7) days of receiving such notice, a report detailing the nature and date of such notice and the School Corporation’s intended actions in response. “**Authorizations**” shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive,

declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

7.9 [Events of Default](#). The School Corporation shall promptly report to PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation including: (i) any claim there has been a material breach of any contract that affects the operation of the School; (ii) any claim or notice of a default under any financing obtained by the School Corporation; and (iii) any claim that the School Corporation has failed to comply with the terms and conditions of any Authorizations required to operate the School. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the School Corporation's intended response.

7.10 [Litigation](#). The School Corporation shall promptly report to PCSB the institution of any material action, arbitration, government investigation, or other proceeding against the School Corporation or any property thereof (collectively "**Proceedings**") and shall keep PCSB apprised of any material developments in such Proceedings. No later than February 14 and August 14 of each Academic Year, the School Corporation shall provide PCSB a schedule of all Proceedings involving any alleged liability or claim or, if there has been no change since the last report, a statement to that effect.

7.11 [Certificates of Insurance](#). No later than August 15 of each Academic Year, the School Corporation shall deliver to PCSB a certificate of insurance with respect to each insurance policy required pursuant to Section 5.5 above and **Attachment I**. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. The School Corporation shall furnish PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above and **Attachment I** upon request.

7.12 [Reports Required by the Act](#). The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide PCSB with a copy of each such report at the time the School Corporation provides the report as required by the Act.

SECTION 8. COMPLIANCE

8.1 [Compliance With Applicable Laws](#). The School Corporation shall operate at all times in accordance with the Act and all other applicable District of Columbia and federal laws subject to the limitations in Sections 8.2 and 8.3 below or from which the School Corporation is not otherwise exempt, and District of Columbia and federal provisions prohibiting discrimination on the basis of disability, age, race, creed, color, gender, national origin, religion, ancestry, sexual orientation, gender identification or expression, marital status, or need for special education services.

8.2 [Waiver of Application of Duplicate and Conflicting Provisions](#). Pursuant to §38-1802.10(d) of the Act, no provision of any law regarding the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to the School Corporation or PCSB to the extent that the provision duplicates or is inconsistent with the Act.

8.3 [Exemption From Provisions Applicable to D.C. Public Schools](#). Pursuant to §38-1802.04(c)(3)(B) of the Act, the School Corporation shall be exempt from District of Columbia statutes, policies, rules, and regulations established for the District of Columbia Public Schools by OSSE, Board of Education, Mayor, or District of Columbia Council, except as otherwise provided in the Charter or in the Act.

8.4 [Cooperation](#). The School Corporation shall, and shall cause its Board of Trustees, officers, employees, and contractors to, cooperate with PCSB, its staff, and its agents in connection with PCSB's obligations to monitor the School Corporation.

8.5 [Access](#). Upon reasonable notice, the School Corporation shall grant to PCSB, its officers, employees, or agents, access to the School's property, 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 PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees, or agents, including allowing site visits as PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with §38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School.

8.6 [Notice of Concern](#). If PCSB determines through its oversight of the School Corporation that any condition exists that (i) seriously jeopardizes the continued operation of the School Corporation, the School, or a School's Campus; (ii) is substantially likely to satisfy the conditions for charter revocation pursuant to §38-1802.13 of the Act; and/or (iii) threatens the health, safety, or welfare of students of the School, then PCSB may issue a written notice to the School Corporation stating the reasons for its concerns and inquiry ("**Notice of Concern**"). Upon receipt of such notice and upon request of PCSB, the School Corporation shall meet with PCSB to discuss PCSB's concerns and the School Corporation's response to PCSB's Notice of Concern.

8.7 [Administrative Fee](#). The School Corporation shall pay annually to PCSB, no later than November 15 of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of PCSB. Notwithstanding the foregoing, PCSB 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 PCSB such fee within five (5) business days of the School Corporation's receipt of such funding.

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 [Charter Renewal](#). The School Corporation may seek to renew its authority to operate as a public charter school in the District of Columbia pursuant to the terms of the Act. If such renewal is granted by PCSB in accordance with the Act, PCSB and the School Corporation shall (i) renew this Agreement with amendments satisfactory to PCSB and the School Corporation; or (ii) enter into a substitute agreement satisfactory to PCSB and the School Corporation. PCSB will consider the performance of each Campus individually, and will

propose, in the event of probable Charter non-renewal, the closure of the under-performing Campus in lieu of the Charter non-renewal.

9.2 Charter Revocation. **A.** Pursuant to §38-1802.13 of the Act, PCSB may revoke the Charter if PCSB determines that the School has (i) committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in the Charter, including violations relating to the education of children with disabilities; or (ii) failed to meet the goals and student academic achievement expectations set forth in the Charter.

B. Pursuant to §38-1802.13 of the Act, PCSB shall revoke the Charter if PCSB determines that the School Corporation (i) has engaged in a pattern of nonadherence to generally accepted accounting principles; (ii) has engaged in a pattern of fiscal mismanagement; or (iii) is no longer economically viable.

C. In the event of probable revocation, and the School Corporation operates two campuses, the School Corporation agrees to PCSB's consideration of the performance of each Campus individually. In the event of probable Charter revocation due to violations or failures outlined in 9.2 (A) or (B) above at one Campus, the School Corporation agrees to PCSB considering closure of the Campus where the violations or failures pursuant to 9.2(A) and (B) above occurred; closure of one Campus shall not necessarily affect the status of the other Campus.

9.3 Termination. The rights and obligations of the Parties pursuant to this Agreement shall terminate upon Charter revocation or nonrenewal; or by mutual written agreement of the parties hereto.

9.4 Probation and Corrective Action. **A.** If PCSB proposes to revoke the Charter pursuant to §38-1802.13(a) of the Act, PCSB may, as an alternative to charter revocation, place the Campus or Campuses where circumstances or occurrences permit revocation on probation and require the School Corporation, in consultation with PCSB, to develop and implement a written corrective action plan in relation to such Campus ("**Corrective Plan**"). The Corrective Plan shall include the reasons that the Charter is subject to revocation under § 38-1802.13(a), the terms and conditions of probation and the results the Campus shall achieve to avoid charter revocation. Although PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require PCSB to place the School or any of its Campuses on probation or develop a Corrective Plan.

B. If PCSB elects to place the School or one of the School's Campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide PCSB a written request for approval five (5) business days prior to taking any of the following actions: (a) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract

(and the DCI Operation Agreement or Operator Direct Agreement) affecting any material rights, benefits, or obligations under any such School Management Contract (and the Agreement or Operator Direct Agreement) in any material respect.

9.5 [Mandatory Dissolution](#). **A.** In accordance with §38-1802.13a of the Act, the School Corporation shall dissolve if the Charter (i) has been revoked by PCSB; (i) has not been renewed by PCSB; or (ii) has been voluntarily relinquished by the School Corporation. Mandatory dissolution is only applicable in the case of revocation, non-renewal or voluntary relinquishment of the Charter and is not applicable in the case of a campus closure pursuant to 9.2(C).

B. In the event of dissolution of the School Corporation, PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan for (i) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (ii) discharging the School Corporation's debts; and (iii) distributing any remaining assets in accordance with the District of Columbia Nonprofit Corporation Act and §38-1802.13a of the Act.

SECTION 10. [OTHER PROVISIONS](#)

10.1 [Applicable Law](#). This Agreement and the Charter and the rights and obligations of the parties hereunder shall be governed by, subject to, construed under, and enforced in accordance with, the laws of the District of Columbia, without regard to conflicts of laws principles.

10.2 [Failure or Indulgence Not Waiver; Remedies Cumulative](#). No failure or delay on the part of PCSB 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.

10.3 [Counterparts and Electronic Signature or Signature by Facsimile](#). This Agreement and any amendments, waivers, consents, or supplements hereto or in connection herewith may be signed 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. Electronic signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

10.4 [Entire Agreement; Amendments](#). This Agreement, together with all the attachments hereto, 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 be amended or modified only by written agreement of the parties hereto.

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

10.6 Assignment. **A.** The Charter runs solely and exclusively to the benefit of the School Corporation and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia. Notwithstanding the foregoing, the Parties acknowledge and agree that by virtue of the Assignment and the Combined School Approval, the School Corporation has assigned, transferred, delegated and combined all of its respective authority, rights and responsibilities under **the Yu Ying Amendment**, for the creation of the Combined School, to DCI, and that: (i) the Combined School is not a Campus of the School Corporation, (ii) DCI is the holder of all authority and rights in relation to the Combined School; (iii) PCSB shall solely look to DCI for compliance pertaining to the Combined School, will exercise its authority under the Act solely against DCI in the event of non-compliance at the Combined School and as provided in this Agreement, and releases the School Corporation from any and all liability with respect to such noncompliance.

B. In the event that DCI's authority to operate the Combined School is revoked pursuant to Section 9.2 of the DCI Direct Agreement, or the DCI Direct Agreement is terminated pursuant to Section 9.3 of the DCI Direct Agreement, the School Corporation may submit a petition to revise its Charter to include and operate a middle-high school campus as part of the School Corporation pursuant to Section 38-1802.04(c)(10) of the Act.

10.7 No Third Party Beneficiary. Except as expressly provided herein, 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. "**Person**" shall mean and include natural persons, corporations, limited liability companies, limited liability 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.

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

10.9 Construction. This Agreement shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which party drafted the underlying document.

10.10 Dispute Resolution. Neither PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other Party describing the nature of the dispute; and (ii) thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter pursuant to §38-180213 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement.

10.11 [Notices](#). Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) 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 set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spears@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Elsie Whitlow Stokes Community Freedom Public Charter School
3700 Oakview Terrace, NE
Washington, D.C. 20017
Attention: Ms. Erika Bryant
Email: erikab@ewstokes.org
Telephone: (202) 265-7237

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 dates written below.

SCHOOL CORPORATION

Elsie Whitlow Stokes
Community Freedom PublicCharter School

By: Erica Johnson

Title: Chair of the Board

Date:

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**

By: John H. "Skip" McKoy

Title: PCSB Board Chair

Date: 04/06/2015

SCHEDULE I

Maximum Enrollment – Elsie Whitlow Stokes Public Charter School

Enrollment Ceiling for each year is listed as the Total for that year. The school may enroll greater numbers in a particular grade, as long as it does not exceed the total enrollment ceiling.

Grade	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2024 (at capacity)
PreK 3 thru 5	350	350	350	350	350	350

ATTACHMENTS

Schedule I	Maximum Enrollment
ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws of School Corporation
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees at Elementary School
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation for Elementary School
ATTACHMENT E	Relationship Between School and Employees at Elementary School
ATTACHMENT F	PRE-OPENING REQUIREMENTS TO OPERATE NEW CAMPUS LOCATIONS
ATTACHMENT G	Random Selection Process for Elementary School
ATTACHMENT H	Disciplinary Policies for Elementary School
ATTACHMENT I	Insurance Certificate of School Corporation
ATTACHMENT J	Key Personnel
ANNEX A	OPERATOR DIRECT AGREEMENT

SCHEDULE I

Maximum Enrollment – Elsie Whitlow Stokes Public Charter School

- Enrollment Ceiling for each year is listed as the Total for that year. The school may enroll greater numbers in a particular grade, as long as it does not exceed the total enrollment ceiling.

Grade	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2024 (at capacity)
PreK 3 thru 5	350	350	350	350	350	350
Stokes @ DCI:						
6	35	25	40	40	40	40
7	35	40	25	40	40	40
8		35	40	40	40	40
9			35	40	25	40
10				35	40	40
11					35	40
12						40
DCI Subtotal	70	100	140	195	220	280
Total	420	450	490	545	570	630
Projected special education						
Projected ELL						
Campuses	2	2	2	2	2	2

Attachment A

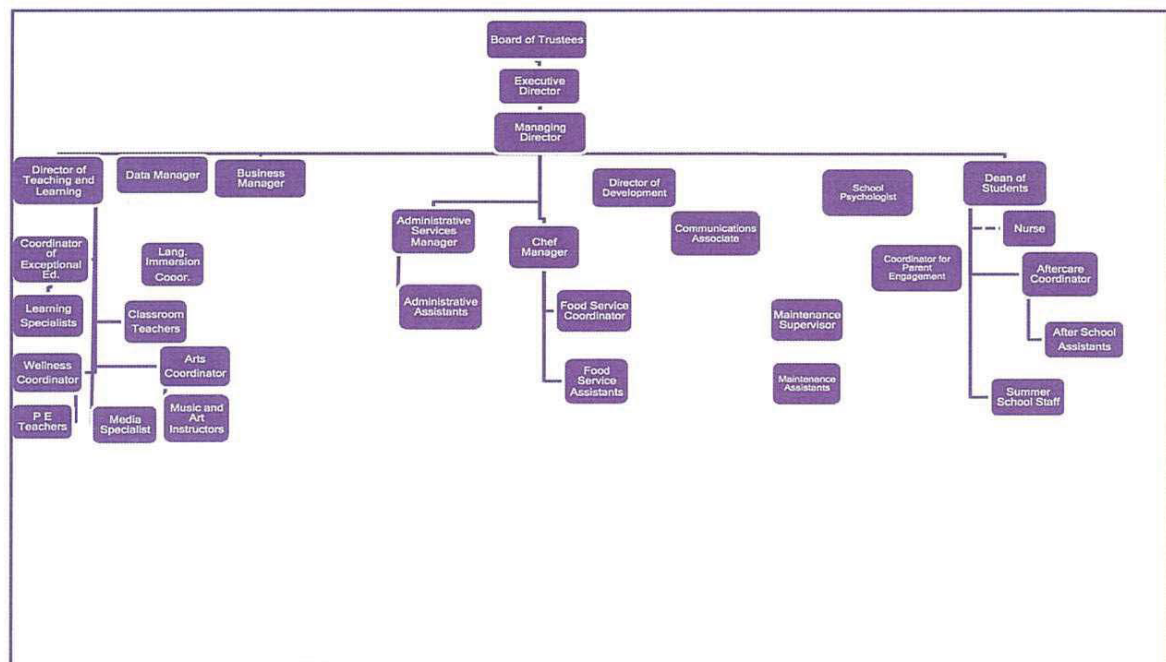
ATTACHMENT A

Proposed Rules and Policies for Governance and Operation of School Corporation

The Board of Trustees is responsible for governing the school and is held accountable for ensuring that the school provides a sound educational program, ensures the health and safety of students, employees and guests of the school and adheres to all provisions of its charter and all pertinent District and federal regulations. The Trustees ensure that their fiduciary responsibilities are not compromised by the appointment of such trustees to salaried positions in the school, thus resulting in a conflict of interest. The Trustees recognize the DC Public Charter School Board as the eligible chartering authority with legal responsibility for:

1. Monitoring the operations of the school;
2. Ensuring that the school complies with the applicable laws and provisions of its charter; and
3. Monitoring the progress of the School in meeting student academic achievement expectations and goals specified in its charter.
4. Ensuring that the school is fiscally sound, in accordance with the School Reform Act.

STOKES PCS Organizational Chart



Attachment B

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

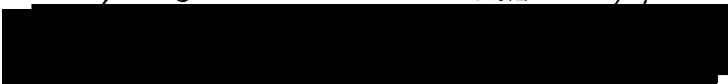
THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this **CERTIFICATE of AMENDMENT** is hereby issued to

**ELSIE WHITLOW STOKES COMMUNITY FREEDOM
PUBLIC CHARTER SCHOOL**

as of **OCTOBER 2ND, 1998.**

Lloyd J. Jordan
Director

Patricia A. Montgomery
Administrator
Business Regulation Administration


William D. Ables, Jr.
Act. Asst. Corporate Program Manager
Corporations Division

Marion Barry, Jr.
Mayor



Government
of the
District of Columbia

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION
CORPORATIONS DIVISION
614 H STREET, N.W. ROOM 407
WASHINGTON, D.C. 20001

APPLICATION AND PETITION FOR REINSTATEMENT OF
ARTICLES OF INCORPORATION FOR PROFIT AND NON-PROFIT CORPORATIONS

To: The Department of Consumer and Regulatory Affairs Washington, D.C.

Pursuant to the provisions of Title 29, of the Code of Laws of the District of Columbia, the undersigned corporation hereby petitions and applies for a Certificate of Reinstatement of a proclaimed domestic corporation and hereby certifies as follows:

FIRST: The name of the corporation at the time of publication of the proclamation was

Elsie Whitlow Stokes Community Freedom Public Charter School

SECOND: The new name by which the corporation will hereafter be known is

Elsie Whitlow Stokes Community Freedom

THIRD: The Certificate of Incorporation was revoked on September 7, 1999 for failure and/or refusal to file any annual report for two consecutive years, next preceding June 30, 19 .

FOURTH: The address, including Street and number, if any, of the registered office in the District of Columbia

s 1222 Hemlock St NW Washington DC and the name of the registered agent at such address is 20012

Linda R. Moore


FIFTH: This application and petition is accompanied by all delinquent reports together with requisite filing fees, plus interest hereon and penalties required by the Code of Laws of the District of Columbia.

Date 10/8 1999.

Corporate Name Elsie Whitlow Stokes Community Freedom Public Charter School

CORPORATE SEAL

By (Its President or Vice President) 

ATTEST: (Its Secretary or Assistant Secretary) 

FEES DUE: 

11-11-99

Business

Filing Fee\$200.00
Indexing Fee ...
Total\$200.00

Non-Profit

Filing Fee\$50.00
Indexing Fee ...
Total\$50.00

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
of
ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

TO:
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION
CORPORATIONS DIVISION
614 H STREET, NW, ROOM 407
WASHINGTON, DC 20001

Pursuant to 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 the ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL.

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

There is inserted at the end of ARTICLE THIRD:

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

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article Third.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

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OCT 2 - 1998

Notwithstanding any of the provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization(s) organized and operated exclusively for charitable, education, religious, or scientific purposes as at the time shall qualify as an exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any United States Internal Revenue Law), as the Board of Directors/Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of general jurisdiction of the jurisdiction in which the principal office of the corporation is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated exclusively for such purposes.

The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provision of any subsequent Federal tax laws.

The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

Article SIXTH is deleted in its entirety and there is inserted in its place:

Provisions for the regulation of the internal affairs of the corporation, including provisions for distribution of assets on dissolution or final liquidation in addition to the requirements of Paragraph Third, shall be provided in the by-laws.

THIRD: The amendment was adopted at a meeting of the Board of Director held on September 26, 1998, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

September 26, 1998

ELSIE WHITLOW STOKES COMMUNITY FREEDOM
PUBLIC CHARTER SCHOOL

By


Its Chairperson (President) *mc*

Attest:


Its Secretary

Fees Due:

Filing Fee	\$20.00
Indexing Fee	<u>25.00</u>
Total	\$45.00

ATTACHMENT B

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION **of**

Elsie Whitlow Stokes Community Freedom Public Charter School

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

Pursuant to the provisions of the District of Columbia Nonprofit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL.
2. The following Amendment to the Articles of Incorporation was advised by the Board of Trustees of the corporation and adopted by the Board of Trustees of the corporation on _____, 2013 in the manner prescribed by the Code of the Laws of The District of Columbia:

ARTICLE THIRD of the Articles of Incorporation are restated in its entirety and the following provision is substituted in its place:

THIRD: The purposes for which the corporation is organized are to manage, operate, guide direct, and promote the Elsie Whitlow Stokes Community Freedom Public Charter School and such other educational activities as the Board of Trustees may define from time-to-time. Said corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions or organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States internal Revenue Law).

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set

forth in this Article Third.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any of the provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code (or the corresponding provisions of any future United States internal Revenue Law).

The corporation shall be dissolved upon either of the following events occurring (i) if the corporation for any reason relinquishes or has its charter to operate as a District of Columbia public charter revoked or (ii) if the corporation's Charter to operate as a District of Columbia public charter school is not renewed after the expiration of its then current charter. Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization(s) organized and operated exclusively for charitable, education, religious, or scientific purposes as at the time shall qualify as an exempt organization(s) under Section 507(c)(3) of the Internal Revenue Code (or the corresponding provisions of any United States Internal Revenue Law), as the Board of Directors/Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of general jurisdiction of the jurisdiction in which the principal office of the corporation is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated exclusively for such purposes. After liquidation of the assets of the corporation, if any funds remain for the corporation such funds shall be distributed to the District of Columbia Office of State Superintendent of Education.

The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any

subsequent federal tax laws.

The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provision of any subsequent Federal tax laws.

The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE SEVENTH of the Articles of Incorporation are restated in its entirety and the following provision is substituted in its place:

SEVENTH: The address of registered office is 3700 Oakview Terrace, N.E.

Washington, D.C. 20017. The registered agent is Linda R. Moore.

The foregoing amendment was adopted by consent in writing signed by all members of the Board of Trustees of the corporation, there being no members having voting rights in respect thereof.

Date: _____, 2013


President


Secretary /

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

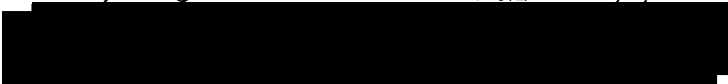
THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this **CERTIFICATE of AMENDMENT** is hereby issued to

**ELSIE WHITLOW STOKES COMMUNITY FREEDOM
PUBLIC CHARTER SCHOOL**

as of **OCTOBER 2ND, 1998.**

Lloyd J. Jordan
Director

Patricia A. Montgomery
Administrator
Business Regulation Administration


William D. Ables, Jr.
Act. Asst. Corporate Program Manager
Corporations Division

Marion Barry, Jr.
Mayor



Government
of the
District of Columbia

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION
CORPORATIONS DIVISION
614 H STREET, N.W. ROOM 407
WASHINGTON, D.C. 20001

APPLICATION AND PETITION FOR REINSTATEMENT OF
ARTICLES OF INCORPORATION FOR PROFIT AND NON-PROFIT CORPORATIONS

To: The Department of Consumer and Regulatory Affairs Washington, D.C.

Pursuant to the provisions of Title 29, of the Code of Laws of the District of Columbia, the undersigned corporation hereby petitions and applies for a Certificate of Reinstatement of a proclaimed domestic corporation and hereby certifies as follows:

FIRST: The name of the corporation at the time of publication of the proclamation was

Elsie Whitlow Stokes Community Freedom Public Charter School

SECOND: The new name by which the corporation will hereafter be known is

Elsie Whitlow Stokes Community Freedom

THIRD: The Certificate of Incorporation was revoked on September 7, 1999 for failure and/or refusal to file any annual report for two consecutive years, next preceding June 30, 19 .

FOURTH: The address, including Street and number, if any, of the registered office in the District of Columbia

s 1222 Hemlock St NW Washington DC and the name of the registered agent at
such address is 20012

Linda R. Moore


FIFTH: This application and petition is accompanied by all delinquent reports together with requisite filing fees, plus interest hereon and penalties required by the Code of Laws of the District of Columbia.

Date 10/8 1999.

Corporate Name Elsie Whitlow Stokes Community Freedom Public Charter School

CORPORATE SEAL

By (Its President or Vice President) 

ATTEST: (Its Secretary or Assistant Secretary) 

FEES DUE: 

11-11-99

Business

Filing Fee\$200.00
Indexing Fee ...
Total\$200.00

Non-Profit

Filing Fee\$50.00
Indexing Fee ...
Total\$50.00

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
of
ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

TO:
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION
CORPORATIONS DIVISION
614 H STREET, NW, ROOM 407
WASHINGTON, DC 20001

Pursuant to 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 the ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL.

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

There is inserted at the end of ARTICLE THIRD:

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

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article Third.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

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Notwithstanding any of the provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization(s) organized and operated exclusively for charitable, education, religious, or scientific purposes as at the time shall qualify as an exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any United States Internal Revenue Law), as the Board of Directors/Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of general jurisdiction of the jurisdiction in which the principal office of the corporation is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated exclusively for such purposes.

The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provision of any subsequent Federal tax laws.

The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

Article SIXTH is deleted in its entirety and there is inserted in its place:

Provisions for the regulation of the internal affairs of the corporation, including provisions for distribution of assets on dissolution or final liquidation in addition to the requirements of Paragraph Third, shall be provided in the by-laws.

THIRD: The amendment was adopted at a meeting of the Board of Director held on September 26, 1998, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

September 26, 1998

ELSIE WHITLOW STOKES COMMUNITY FREEDOM
PUBLIC CHARTER SCHOOL

By


Its Chairperson (President) *mc*

Attest:


Its Secretary

Fees Due:

Filing Fee	\$20.00
Indexing Fee	<u>25.00</u>
Total	\$45.00

**AMENDED AND RESTATED BY-LAWS
OF
ELSIE WHITLOW STOKES COMMUNITY FREEDOM SCHOOL**

ARTICLE I. PURPOSE

The Corporation will operate a District of Columbia public charter school. The public charter school shall admit students without regard to race, color, national origin, language spoken, sex, sexual orientation, gender identification, intellectual or athletic ability to all rights, privileges, programs, and activities generally accorded or made available to students at the public charter school and will not discriminate in the administration of its educational policies, scholarship and loan programs, and athletic or other school-administered programs.

ARTICLE II. OFFICES

The principal office of the corporation shall be located in the District of Columbia. The Corporation may have such other offices, either within or without the District of Columbia, as the Board of Trustees may determine or as the affairs of the corporation may require from time to time.

The corporation shall have and 'continuously maintain in the District of Columbia a registered office; and a registered agent whose office is identical to such registered office, as is required by the District of Columbia Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office in the District of Columbia, and the address of the registered agent may be changed from time to time by the Board of Trustees.

ARTICLE III. BOARD OF TRUSTEES

Section 1. **General Powers.** The affairs of the corporation shall be managed by its Board of Trustees. The Board of Trustees is responsible for governing the public charter school and is held accountable for ensuring that the public charter school provides a sound educational program, ensures the health and safety of students, employees and guests of the public charter school and adheres to all provisions of its charter and all pertinent District or federal regulations. The Board of Trustees ensures that their fiduciary responsibilities are not compromised by the appointment of such Trustees to salaried positions in the public charter school, thus resulting in a conflict of interest. The Board of Trustees recognize the DC Public Charter School Board as the eligible chartering authority with the legal responsibility for: (1) monitoring the operations of the public charter school, (2) ensuring that the public charter school complies with the applicable laws and provisions of its charter; (3) monitoring the progress of the public charter school in meeting student academic achievement, expectations and goals specified in its charter and (4) ensuring the public charter school is fiscally sound pursuant to the District of Columbia School Reform Act. A majority of the Trustees must be residents of the District of Columbia; the remaining Trustees need not be residents of the District of Columbia. .

Section 2. **Number and Tenure.** There shall no fewer than 5, nor more than 15 voting Trustees to be divided into 2 classes, Ordinary Trustees and Parent Trustees.

- i. The number of Ordinary Trustees shall be no fewer than 3 nor more than 13, as shall be determined from time to time by the Board of Trustees. Each Ordinary Trustee shall hold office until the third annual meeting of the Board of Trustees following his or her election and until a successor shall have been elected by the Board of Trustees and qualified, provided, however, that of the Trustees elected in 1999, to the extent possible, one-third shall be designated as having terms of two years and one-third shall be designated as having terms of one year so that approximately one-third of the Trustees shall be elected each year thereafter. A parent with a child enrolled in the school shall not be precluded from election as an Ordinary Trustee.
- ii. The number of Parent Trustees shall be no fewer than 2. Each Parent Trustee shall hold office until the third annual meeting of the Board of Trustees following his or her election and until a successor shall have been elected by the Board of Trustees and qualified. A Parent Trustee shall serve only so long as he or she shall have a child who is a currently enrolled student in the school.
- iii. No Trustee shall serve more than 7 consecutive years.
- iv. In addition, the Executive Director shall be a nonvoting member of the Board of Trustees.
- v. Trustees may resign by giving sixty days prior written notice to the Chairperson of the Board.

Section 3. **Regular Meetings.** A regular annual meeting shall be held at the principal office of the corporation on the third Saturday in June without other notice than this by-law or at such a time and location as the Board of Trustees shall decide, with notice to the Board of Trustees. The Board of Trustees may decide by resolution the time and place, either within or without the District of Columbia, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4. **Special Meetings.** Special meetings of the Board of Trustees may be called by or at the request of the Chairperson or a majority of the Trustees in office. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the District of Columbia, as the place for holding any special meeting of the Board called by them.

Section 5. **Notice.** Notice of any special meeting of the Board shall be given at least five days previously thereto by written notice delivered personally or sent by mail or electronically to each Trustee at the address shown on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. If notice is sent by facsimile machine, such notice shall be deemed to be delivered when it has been transmitted to the facsimile telephone number supplied by the Board member. If notice is given by e-mail, such notice shall be deemed

to be delivered when the e-mail is delivered to the server. Any Trustee may waive notice of any meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at:, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or these by-laws.

Section 6. **Quorum.** A majority of the Board of Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of Trustees are present at said meeting; a majority of the Trustees present may adjourn the meeting from time to time without further notice. Trustees may participate in a meeting of the Board of Trustees or a committee of the Board by means Of conference telephone or by any means of communication by which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at the meeting.

Section 7. **Manner of Acting.** The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these by-laws.

Section 8. **Vacancies.** Any vacancy occurring in the Board of Trustees or any Trusteeship to be filled by reason of an increase in the number of Trustees may be filled by the affirmative vote of a majority of the remaining Trustees, though less than a quorum of the Board of Trustees. A Trustee elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office. A Trustee's term of office may neither be shortened or lengthened by action of the Board of Trustees.

Section 9. **Compensation.** Trustees as such shall not receive any stated salaries for their services, but by resolution of the Board of Trustees a fixed sum and. expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Trustee from serving the corporation in any other capacity and receiving compensation therefore.

Section 10. **Informal Action by Trustees.** Any action -required by law to be taken at a meeting of the Trustees, or any action which may be taken at a meeting of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

Section 11. **Voting By Proxies.** Trustees may vote either in person or by written proxy given either to the Executive Director or a fellow Trustee. Proxies may not however be utilized to establish or maintain a quorum for a meeting of the Board of Trustees.

ARTICLE IV. OFFICERS

Section 1. **Officers.** The officers of the corporation shall be a Chairperson, one or more Vice Chairpersons (the number thereof to be determined by the Board of Trustees), a

Secretary, a Treasurer, Executive Director and such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Trustees. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

Section 2. **Election and Term of Office.** The officers of the corporation shall be elected annually by the Board of Trustees at the regular annual meeting of the Board of Trustees. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Trustees. Each officer shall hold office until a. successor shall have been duly elected and shall have qualified. Officers need not be Trustees of the Corporation.

Section 3. **Removal.** Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. **Chairperson.** The Chairperson shall in general supervise and control all of the business and affairs of the corporation. The Chairperson shall preside at all meetings of the members of the Board of Trustees. The Chairperson may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, and other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these by-laws or by statute to some other office or agent of the corporation; and in general, the Chairperson shall perform all duties incident to the chief officer of the Corporation and such other duties as may be prescribed by the Board of Trustees from time to time.

Section 6. **Vice Chairperson.** In the absence of the Chairperson or in the event of the Chairperson's inability or refusal to act, the Chair Person (or in the. event there be more than ode Vice Chairperson, the Vice Chairperson in order of their election) shall perform the duties of the Chairperson, and when so acting shall have all the powers and he subject to all the restrictions upon the Chairperson. Any Vice Chairperson shall perform such other duties as from time to time may be assigned to the Vice Chairperson by the Chairperson or the Board of Trustees.

Section 7. **Treasurer.** If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Trustees shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give

receipts for moneys due and payable to the corporation from any source whatsoever, and deposit such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these by-laws and in general perform all the duties incident to the office of Treasurer such other duties as from time to time may be assigned to the Treasurer by the Chairperson or the Board of Trustees.

Section 8. **Secretary.** The Secretary shall keep the minutes of the meetings of the Board of Trustees in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these by-laws and in general perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to the Secretary by the Chairperson or by the Board of Trustees.

Section 9. **Executive Director.** The Executive Director shall be the chief executive officer of the Corporation and shall manage the affairs of the Corporation pursuant to policy established by the Board of Trustees and under the general supervision of the Chairperson.

Section 10. **Assistant Treasurers and Assistant Secretaries.** If required by the Board of Trustees, the Assistant Treasurers shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Trustees shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chairperson or the Board of Trustees.

ARTICLE V. COMMITTEES

Section 1. **Committees of Trustees.** The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may designate and appoint one or more committees, each of which shall consist of one or more Trustees, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Trustees in the management of the corporation, except that no such committee shall have the authority of the Board of Trustees in reference to amending, altering or repealing the by-laws; electing, appointing or removing any member of any such committee or any Trustee or officer of the corporation; amending the articles of incorporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Trustees which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed upon the Board or the individual Trustee by law.

Section 2. **Other Committees.** Other committees not having and exercising the authority of the Board of Trustees in the management of the corporation may be appointed in such manner as may be designated by resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. Except as otherwise provided in the resolution, the Chairperson shall appoint the members of such committees. Any member of such committees may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 3. **Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the Board of Trustees and until a successor is appointed, unless the committee is sooner terminated, or unless such member be removed from such committee, or unless such member ceases to qualify as a member thereof.

Section 4. **Committee Chair.** One member of each committee shall be appointed Chair by the person or persons authorized to appoint the members thereof.

Section 5. **Vacancies.** Vacancies in membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 6. **Quorum.** Unless otherwise provided in the resolution of the Board of Trustees designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which quorum is present shall be the act of the committee,

Section 7. **Rules.** Each committee may adopt rules for its own government not inconsistent with these by-laws or with rules adopted by the Board of Trustees executed by a member of the Board of Trustees.

ARTICLE VI. **CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

Section 1. **Contracts.** The Board of Trustees may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. **Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Chairperson or a Vice Chairperson of the corporation.

Section 3. **Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the

Board of Trustees may select.

Section 4. **Gifts.** The Board of Trustees may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VII. INDEMNIFICATION

To the maximum extent permitted, the Corporation shall indemnify its currently acting and its former Trustees against any and all liabilities and expenses incurred in connection with their services in such capacities, and shall indemnify its currently acting and its former officers to the full extent that indemnification shall be provided to Trustees, and shall indemnify, to the same extent, persons who serve and have served, at its request as a Trustee, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture or other enterprise. The Corporation shall advance expenses to its Trustees and officers and the other persons referred to above to the extent permitted by law, and may to the extent feasible, obtain Directors and Officers' Liability Insurance to further support these indemnifications. This indemnification of Trustees and officers shall also apply to Trustees and officers who are also employees, in their capacity as employees. The Board of Trustees may by resolution or agreement make further provision for indemnification of employees and agents to the extent permitted by law.

ARTICLE VIII. BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Trustees and committees having any of the authority of the Board of Trustees.

ARTICLE IX. FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June. in each year.

ARTICLE X. SEAL

The Board of Trustees shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, District of Columbia."

ARTICLE XI. WAIVER OF NOTICE

Whenever any notice is required to be given under the District of Columbia Non-Profit Corporation Act, the articles of incorporation or these by-laws, a waiver of notice in writing signed by the person or persons entitled to such notice, whether before or after such time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII. DISSOLUTION

Dissolution. This distribution of assets upon dissolution shall be in accordance with §29-301.48 of the D.C. Code, except that the Corporation shall be dissolved upon either of the following events occurring (i) if the Corporation for any reason relinquishes its charter or has its charter to operate as a District of Columbia public charter school revoked or (ii) if the Corporation's charter to operate as a District of Columbia public charter school is not renewed after the expiration of its then current charter. Upon dissolution of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the Corporation pursuant to a plan of distribution under §29-301.48(3) and transfer any such assets to the State Education Office of the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships and used solely for educational purposes.

The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provision of any subsequent Federal tax laws.

The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE XIII. AMENDMENTS TO BY-LAWS OR ARTICLES OF INCORPORATION

These by-laws or the Corporation's articles of incorporation may be altered, amended or repealed and new by-laws or articles of incorporation may be adopted by a majority vote of the

entire Board of Trustees of the Corporation at any regular meeting or at any special meeting, if at least five days' written notice is given of intention to alter, amend or repeal or to adopt new by-laws or new articles of incorporation at such meeting.

Attachment C

ATTACHMENT C: PROCEDURES TO ENSURE HEALTH AND SAFETY OF STUDENTS AND EMPLOYEES

Health. Elsie Whitlow Stokes PCS is committed to ensuring the health and safety of students, families, staff, and visitors of the school. As such, as required by Section 2202(11) of the DC School Reform Act[1], Elsie Whitlow Stokes PCS will fully comply with all applicable federal and District of Columbia health and safety regulations and any applicable requirements of the Occupational Safety and Health Administration.

Furthermore, as mandated by Section 2204(c)(4) of the DC School Reform Act, Elsie Whitlow Stokes PCS will each year submit a report to the District of Columbia Public Charter School Board that verifies the school's facilities comply with the applicable health and safety laws and regulations of the District of Columbia and the federal government. Upon request, the report will be made readily available to the public.

Elsie Whitlow Stokes PCS will submit to all applicable health and safety inspections, take any and all necessary steps to ensure appropriate ventilation and air quality, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulations.

Elsie Whitlow Stokes PCS will train staff, as appropriate, in First Aid and CPR to ensure the safety of the school's students and staff. The school will also secure and store First Aid kits in locations around the school that are easily accessible to staff in the case of an emergency situation. The school will maintain a health suite that accommodates a nurse from the DC Department of Health (DOH). Further, in accordance with the DC Code §38-501 et seq. and applicable requirements of the District of Columbia Department of Health, Elsie Whitlow Stokes PCS will require evidence of all student required immunizations and provide information to parents on such requirements clearly and completely.

Safety. Elsie Whitlow Stokes PCS, as a local educational agency (LEA) for purposes of Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.) (IDEA) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Rehabilitation Act), will be subject to the Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) (ADA) with respect to access. The school will ensure that such requirements are observed in the selection or renovation of a leased facility and in the planning and construction of a permanent facility.

Elsie Whitlow Stokes PCS will provide training to staff and students, develop fire evacuation and safety plans, and plan and execute fire and emergency drills in accordance with all such requirements. Emergency routes will be mapped and posted in each room and fire drills will be performed regularly.



Furthermore, Elsie Whitlow Stokes PCS will comply with all requirements of the District of Columbia Fire Prevention Code for the purpose of fire safety.

Attachment D



Middle States Association of Colleges and Schools

Commissions on Elementary and Secondary Schools

3624 Market Street, 2 West | Philadelphia, PA 19104-2680

Phone: 267-284-5000 | www.middlestates.org

OFFICIAL NOTIFICATION OF ACCREDITATION

May 1, 2014

Ms. Linda R. Moore

Founder-Executive Director

Elsie Whitlow Stokes Community Freedom Public Charter School

3700 Oakview Terrace, NE

Washington, DC 20017-2521

Dear Ms. Moore:

It is my pleasure to inform you that, at its April 3, 2014 meeting, the Commission on Elementary Schools, Middle States Association of Colleges and Schools, voted to award the following to **Elsie Whitlow Stokes Community Freedom Public Charter School**, grades PK3-6:

ACCREDITATION

The term of accreditation is for seven years; therefore, your school's accreditation will expire on **May 1, 2021**.

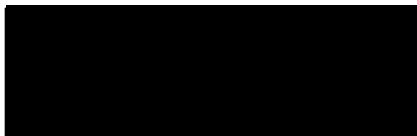
An "Accredited" institution is an educational organization that meets all MSA Standards for Accreditation, adheres to applicable MSA policies, and meets the requirements of the self-study protocol used. The institution agrees to adhere to all requirements for maintenance of accreditation.

At the beginning of the third year in your school's accreditation term, you are required to submit a Mid-Term Report in which you provide evidence that you are implementing your Plan for Growth and Improvement and of progress being made toward achieving your objectives. The Report will be reviewed by the Middle States staff, which will determine whether an on-site visit must be conducted to examine any areas of concern.

In the sixth year of the accreditation term, you will be notified to begin a new self-study to prepare for the next accreditation visit.

Please accept our sincere congratulations on the recognition of your school as an accredited member of the Middle States Association of Colleges and Schools. Enclosed please find your Commissions on Elementary and Secondary Schools accreditation certificate and other materials you can use to make this achievement known to your community of stakeholders. We are pleased that you continue to be among the schools throughout the world that meet the internationally recognized standards of quality of the Middle States Association of Colleges and Schools. The staff of the Commissions will be happy to be of service to you and your school at anytime.

Sincerely,



Henry G. Cram Ed.D.
President

Middle States Association
Commissions on Elementary and Secondary Schools

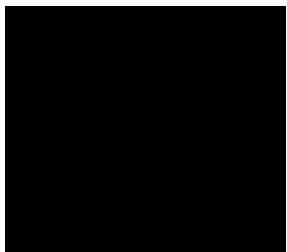
HGC/kjp
enc.

<p><u>Next Activities Due</u> Mid-Term Report: Spring 2017 Team Visit: Fall 2020 Accreditation Expires: 5/1/2021 MSA Internal School Code: 90DC</p>
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Attachment E

ATTACHMENT E

Relationship Between School and Employee



Attachment E. Relationship from School and Employees

From Section 2.3 of Elsie Whitlow Stokes PCS Personnel Policies: At-Will Employment

EWS employs all of its personnel in an "at will" capacity. This means that either the employee or EWS has the right to terminate the employment relationship at any time. Neither party has the obligation to base that decision on any reason other than the intent not to continue the employment relationship. Although there are several policies in this manual relating to separation from EWS, they in no way affect, supersede, or replace the organization's policy of "at will" employment. EWS will seek fairness and equity in dealing with employees, but all employees should bear in mind that the organization reserves the right to apply the "at will" policy at its sole discretion.

Attachment F

ATTACHMENT F

Pre-Opening Visit Checklist – New Charter School

**Items may be uploaded into Epicenter*

Governance and Management

Area of Review	Examples of Acceptable Documentation
The Board of Trustees has been established.	<ul style="list-style-type: none">• Meeting minutes from the most recent board meeting *• BOT membership roster *
Leadership roles have been filled.	<ul style="list-style-type: none">• Organizational Chart with names• Contracts, including position description

Staffing

Area of Review	Examples of Acceptable Documentation
The number of teachers and staff, including special education and/ or ELL teachers	<ul style="list-style-type: none">• Staffing plan• Teacher roster
Employee roles and responsibilities have been clearly articulated	<ul style="list-style-type: none">• Staff position descriptions
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none">• Employee handbook *• Confirmation of Receipt (e.g., form from handbook; staff meeting sign-in; etc.)
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none">• Background check clearances *
Each teacher has been offered a retirement plan.	<ul style="list-style-type: none">• DC Teacher Retirement Opt In/Opt Out Form, or similar form.
Leave of absence forms for former DCPS employees have been processed and are on file.	<ul style="list-style-type: none">• Leave of absence forms on file and reflect processing through DCPS
Plan for when teachers are absent	<ul style="list-style-type: none">• Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.)

Curriculum and Instruction

Area of Review	Examples of Acceptable Documentation
Needed instructional materials and supplies have been procured to classrooms at every grade level.	<ul style="list-style-type: none">• Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none">• School calendar—including 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days *

ATTACHMENT F

Area of Review	Examples of Acceptable Documentation
	<ul style="list-style-type: none"> Class Schedules Copy of parent/student/family handbook / resource in which calendar was printed, along with confirmation of receipt (however school tracks that information was given to parent).
Provisions have been made for assessing and serving students with special needs.	<ul style="list-style-type: none"> Evidence that needed staff is on board to provide special needs services, or evidence that services have been contracted. Documentation that contracts for services equal to or exceeding \$25,000 have been reviewed by PCSB.

Students and Parents

Area of Review	Examples of Acceptable Documentation
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions)	<ul style="list-style-type: none"> Copy of parent/student/family handbook / resource in which the discipline policy is printed, along with confirmation of receipt *
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> Student rosters/records are on file and accessible to teachers for planning
Intake process includes measures to identify students with special needs.	<ul style="list-style-type: none"> Description of process for identifying students with special needs (e.g., copy of information in enrollment packet)
Valid proof of DC residency is on file for each student	<ul style="list-style-type: none"> All residency forms from OSSE have been completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted.
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA) Evidence that the records of students with disabilities are kept in a secure location Evidence that parents or adult students have been provided with notice of their rights under FERPA
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> Description of complaint resolution process in employee, parent, and student handbooks. *

ATTACHMENT F

Operations

Area of Review	Examples of Acceptable Documentation
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <ul style="list-style-type: none"> -system to accurately collect and submit daily attendance -system to accurately collect excused absence documentation -system for mandatory reporting to CFSA and/or DC Superior Court, when applicable -system to accurately submit discipline incidents -system to accurately submit Compliance documents to PCSB 	<ul style="list-style-type: none"> • Student Information System is in place • Staff member(s) have been trained on ProActive, the school's Student Information System, and Epicenter
<p>Arrangements have been made for food service.</p>	<ul style="list-style-type: none"> • Food service contract • Documentation that contract equal to or exceeding \$25,000 has been reviewed by PCSB. • Record of Basic Business License (BBL)
<p>Provisions have been made for health services and immunization, if appropriate.</p>	<ul style="list-style-type: none"> • Evidence that health services and immunizations services are available (school nurse, contract with local health facility, etc.) • Evidence of access to the immunization registry and a mechanism for entering immunization data.
<p>There are written plans for such life safety procedures as fire drills and emergency evacuation.</p>	<ul style="list-style-type: none"> • Written plans for life safety procedures included in faculty and student handbooks • Fire drill schedule (one drill within the first ten days; and conducted monthly for the remainder of the school year) *
<p>A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB</p>	<ul style="list-style-type: none"> • Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB

Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation
<p>Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.</p>	<ul style="list-style-type: none"> • Space meets the needs of the program and number of students to be served

ATTACHMENT F

Area of Review	Examples of Acceptable Documentation
Systems are in place for student drop-off and pick-up	<ul style="list-style-type: none"> • Clear plans on file for student drop-off and pick-up before school, during school hours, and after school
Classroom furniture is available for instruction (or will be)	<ul style="list-style-type: none"> • School admin confirms that classroom furnishings are appropriate for the school's educational model
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> • School admin confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> • Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building*
If needed (eg., for a school occupying temporary space), parent permission slips are on file.	<ul style="list-style-type: none"> • Parent permission slips
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> • Certificates of insurance on file at school with coverage in accordance with their charter or meeting the minimum levels recommended*: <ul style="list-style-type: none"> • General Liability - \$1000 per occurrence, \$2000 aggregate • Directors and Officers Liability - \$1000 • Educators Legal Liability - \$1000 • Umbrella Coverage - \$3000; \$5000 if providing transportation • Property/Lease Insurance - 100 percent of replacement cost • Boiler and Machinery Insurance - \$1000 (if appropriate actual loss sustained) • Auto Liability Insurance - \$1000 • Workers Compensation - As required by law

Attachment G

ATTACHMENT G

Random Selection Process

Attachment G: Admissions Procedure & Enrollment Form

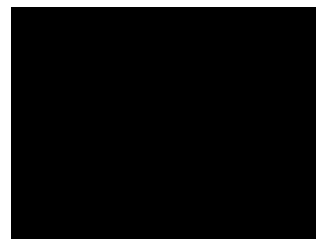
It is the policy of the Stokes School to provide a fair and open process for enrolling all students. Consistent with the School Reform Act of 1995 (Sec 38-1802.06), enrollment in the Elsie Whitlow Stokes Community Freedom Public Charter School (Stokes School) is open to all students who are residents of the District of Columbia, and if space is available, to non-resident students who pay tuition at the rate established by DC Public Schools. Stokes School may not limit enrollment based on students' race, color, religion, national origin, language spoken, intellectual or athletic ability, measure of achievement or aptitude or status as a student with special needs.

Admissions Procedure

1. To qualify as an applicant, parents interested in enrolling their children must complete and submit an application before the annual application deadline.
2. The school accepts completed applications for enrollment within the annual admissions period.
3. If the school is under-subscribed at the end of the admissions period, the school may choose to continue accepting applications through a rolling admissions process throughout the school year until capacity is reached.
4. If the school is over-subscribed at the end of the admissions period, all applications go into the lottery. In the event that the school receives the same number of applications as available openings, neither the lottery nor a waiting list will be required.
5. In order to be eligible for the lottery for the upcoming school year, all applications must be received by the end of the admissions period.

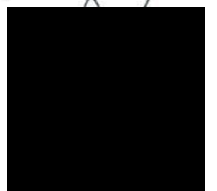
Provision for Sibling Preference

The school grants enrollment preference to siblings of current students.

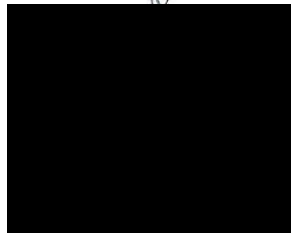


Lottery Procedure

1. If there are more enrollment applications from students who are residents of the District of Columbia than there are spaces available, students shall be admitted using a random selection process, except that a preference in admission may be given to an applicant who is a sibling of a current student or one selected for admission to the school. In accordance with this sibling preference, the lottery will begin with siblings of current students. If there are fewer siblings than there are spaces available, those spaces shall first be filled with siblings of current students. If there are more siblings of current students than spaces available, then those siblings shall be admitted through a random selection process.
2. If there are any remaining spaces in pre-school through sixth grade once siblings of current students have been admitted, the lottery shall proceed. The names of all remaining applicants who have submitted timely applications will be publicly drawn at random and assigned to French-English or Spanish-English classrooms, until capacity is reached. Preference shall be given to siblings of applicants who are selected during this process, and those siblings shall be assigned the lowest available numbers on the waiting list.
3. Applicants who are not admitted through the initial lottery process will be placed on a waiting list in the order selected.
4. All applicants submitting applications after the application period will be organized on the waiting list in chronological order by date of receipt of the application for admission.
5. The waiting list will be maintained in the main office and will be available for public inspection.
6. The lottery drawing will be announced in advance and occur in a public forum.



7. After the lottery, families will be notified of their status on the admissions or waiting list.



Attachment G-2

Enrollment Procedures and Policies for DCI

MEMBER SCHOOL STUDENTS ENROLLMENT

Steps for Enrollment for Member Schools' Students

1. Intent to Enroll forms are distributed starting early **October** to parents/guardians of students in the incoming grades.
2. Families must return Intent to Enroll Forms **early December**.
3. [Registration Records](#) are distributed in January to families by the member schools.
4. The Registration Records and DC Residency Forms are due by early May. Once this is completed a student is considered Enrolled. Application Forms for siblings will be included with the Registration Record.
5. Students are only assured a spot in their CURRENT language program.

INTENT TO ENROLL

In the Intent to Enroll forms, parents/guardians of fifth and sixth graders will be asked if they intend to enroll their children at DCI for the following school year.

Member school administrators will send/distribute the forms electronically/via paper to students' parents/guardians. Parents/guardians are required to return completed forms to their member school registrar by early **December** to reserve spots for the following school year.

Member schools are expected to collect the Intent to Enroll forms; DCI will pick up the forms from member schools on a bi-weekly basis. DCI will keep a master list and contact families to confirm that their form(s) have been received.

REGISTRATION RECORDS

In **January**, DCI will ask member schools to distribute the Registration Record to parents who filled out the Intent to Enroll. Each school will receive a list of students whose parents should receive the Registration Record form. Here is a link to the [Registration Record](#) form.

The Registration Record will be due early **May**. If DCI does not receive a student's complete Registration Record and proof of DC Residency by the May deadline, then the student will not be guaranteed a spot for the following school year.

NEW STUDENTS APPLICATION AND ENROLLMENT

Steps for Application and Enrollment for New Students who come in via the Lottery

1. Applications open in **November** online at www.dcinternationalschool.org. Member schools will have paper copies.
2. Applications close in **April**.
3. Applications ask the students to rank their language preference.
4. If there are any available slots, then DCI will host a lottery in **April**.

5. [Registration Records](#) are due one week after a student is offered a spot. Beginning two weeks prior to the first day of school, Registration Records are due 24 hours after a student is offered a spot.
6. If a student is chosen in the lottery or off the waitlist, they are placed in their highest-ranked language slot and on a waitlist for the other two languages.
7. If spots open up in a preferred language, then students are moved off/up the language waitlist.
8. Switching language programs via the waitlists is only allowed up until two weeks prior to the opening of school.

For Siblings entering as new DCI students

1. Siblings from all member schools are given preference in their enrolled **SIBLING'S LANGUAGE**.
2. Member schools will send out the Sibling Survey in October to determine sibling numbers. [Paper Survey](#); [Electronic Survey](#). **Sibling Surveys are due early November.**
3. If there are fewer siblings than there are spots available, then siblings will apply and be enrolled concurrently with re-enrolling students.
4. If there are more siblings than spaces, then siblings must apply early **January** and there will be a sibling-only lottery held in **January**. A sibling waitlist will be created based off the lottery.
5. All member school lotteries will be completed by early April. In that process, siblings of entering member school students will be identified and given preference.

[Applications](#) open online at www.dciinternationalschool.org in **November**. Applications close in **April**. To submit an application, parents/guardians may:

- Fill it out and submit online,
- Mail in the forms to DCI, or
- Submit them in person at any member school.

There is a survey to determine whether siblings in incoming grades would like to attend DCI in October: [Paper Survey](#); [Electronic Survey](#). Each member school will send out the survey to their school community in October. The Survey is due in **November**. If there are fewer siblings than available spots, then the siblings will be automatically enrolled in their sibling's member school target language on the same timeframe as current students. Siblings will be placed in a sibling-only lottery if there are more siblings than spots available.

All member school lotteries will be complete by early **April**. In that process, siblings of entering member school students will be identified and given preference.

If additional spaces are available, the lottery will occur in **mid-April**. There will be a random lottery assigning all applicants a number. DCI will pull through the applicants - every applicant will be given a number and placed on the lottery list. DCI will accept as many students as there are spaces available.

Students who are accepted in the lottery do not convey sibling preference to their siblings to attend member schools. This policy is in place because it difficult to determine and track sibling preference into five schools.

Once applicants are accepted through the lottery, they rank their language choices. If no spot in the student's top language choice is available, the student has two options: take the next highest-ranked language spot available, or decline to enroll at DCI. We will endeavor to maintain a waiting list of first choices, but there is no guarantee students will be offered a more preferred language choice. If spots in a more preferred language open prior to the two weeks before school starts the student is moved up the list(s) and switched automatically. For example, there are spots in Spanish only and the student ranked C, F, S, the accepted student would be placed on the Chinese and French waitlists in order of his/her lottery number. If a spot opens in Chinese, the child will be taken out of Spanish, off the French waitlist and placed in Chinese. If parents/guardians ONLY want the first language choice then it is up to them to decline the spot.

The [Registration Record](#) and DC Residency will be due in person one week after the lottery or one week after the student is offered a spot through the summer.

The waitlist will be maintained online until the week prior to the first week of school. We will move quickly down the waitlist. Each Monday we will accept new students and their paperwork will be due the following Friday to secure a spot. If spots become available the last two weeks before school starts and through the school year, paperwork will be due within 24 hours and there will be no options for language other than the spot offered.

When the Registration Record and enrollment paperwork is turned in, the education team will review it to see if the students have background in their target language. If there is background, DCI will test the student and place them into the appropriate level.

These dates will be updated each year in October. If DCI is able to participate in the Common Lottery, the school will plan to and the procedures will be updated.

Attachment H

COMPREHENSIVE BEHAVIOR INTERVENTION PLAN

The goal of the comprehensive behavior intervention plan is to preserve the dignity of the student and the integrity of the classroom. The plan is designed to ensure a safe learning environment where students feel valued and they behave in a respectful manner. At Stokes School, our approach to discipline is holistic. A student's individual life circumstances are taken into account during the behavior intervention process as much as possible. We invite parents to partner with us in solving student behavior problems.

PROMOTING A POSITIVE SCHOOL CLIMATE

Our aim at Stokes School is to promote mutual respect, academic excellence, an appreciation of diversity, and exemplary behavior for all our students. Our school rules exist to create and preserve an environment in which children are free to learn and develop. **Everyone** within our school community agrees to adhere to the following three rules and core values.

The Three School Rules

1. I will take care of myself.
2. I will take care of others.
3. I will take care of my community.

Core Values

- Excellence
- Respect
- Diversity

I. Rituals that Promote and Expand Positive Community

- Each morning we gather as a school community to increase our sense of community by singing together, recognizing birthdays and celebrating individual and school-wide achievements. In addition, examples of how students and staff have practiced the three school rules are shared.
- Periodic school activities bring us together to mark specific yearly events (e.g., Dr. Seuss' birthday, Month of La Francophonie, Hispanic Heritage Month, Black History Month, Friendship Ball, Family Holiday Celebration, Heritage Day, Cherry Blossom Festival, etc.).
- On a daily basis, teachers are expected to implement the morning meeting of the Responsive Classroom to promote a peaceable classroom environment and develop student's social skills.
- Teachers are trained in the Second Step Violence Prevention Program, and they provide the prescribed number of workshops to students which focus on developing empathy, impulse control, problem solving and anger management skills in response to a variety of common school conflicts.
- Students are trained as Peace Coaches to help their peers through conflicts, using mediation techniques.
- At the end of each trimester, outstanding citizenship, behavior and academics are recognized through awards assemblies.

II. Opportunities and Programs for Strengthening Emotional Competencies

The Stokes School provides a variety of programs and activities designed to help students strengthen social and emotional competencies:

- Our teachers are trained in the Responsive Classroom Approach, which consists of practical strategies for bringing together social and academic learning throughout the school day;
- Our teachers are trained to use positive approaches to behavior intervention;
- Children are engaged in service-learning projects;
- Cross-curricular and after-school activities focus on fun, learning, social and emotional skill building;
- Our physical education program promotes collaboration;
- Students can receive individual, pair, or group counseling;
- Monthly parent education workshops are conducted; and
- Individual parent education sessions are offered.

Parent education workshops are designed to provide parents with tools to assist in developing collaborative relationships with their children. This promotes mutual respect at home and in the classroom.

III. Encouraging Appropriate Behavior

In accordance with the Responsive Classroom, during the first six weeks of school, teachers in each classroom create a set of rules with student input, establish daily routines, assist students in getting along with each other and help them learn to take responsibility for the maintenance of the classroom. All of these activities set the stage for a harmonious learning environment. **For each rule, consequences for misbehavior are identified at the outset so that students are aware of them in advance.** It is during these first several weeks of instruction that the foundation for a positive school climate is built.

As the primary caregivers for the students during the school day, Stokes School's chief goal is to respect and affirm all students. Showing respect for their personhood as well as affirming student compliance and achievement positively affects their sense of self-esteem and subsequent academic performance. These goals are made clear to all school staff at the onset of the year and they are held accountable for upholding them. To that end, all new staff members participate in professional development activities where they are introduced to our prevailing philosophy, provided with positive strategies to encourage appropriate behavior and undergo periodic observations. We follow the general tenets of the Responsive Classroom.

The Four Behavior Tenets of the Responsive Classroom:

1. Logical Consequences – Teachers are trained to use proactive versus reactive discipline strategies to redirect student behavior.
2. Apology of Action – Students are taught to make amends for their misbehavior.

3. Individual Student Conferences – Teachers meet with individual students to discuss and resolve issues.
4. Class Meetings – the entire class works together to resolve concerns.

While most types of misbehavior are handled within the classroom, when misbehavior persists, teachers can refer students to the Dean of Students for redirection.

IV. Student Discipline/Behavior Intervention

At Stokes School, the goal of behavior intervention is to help students develop habits that promote self control and self respect. Our approach is instructional and corrective. Where students do not demonstrate the social skills required to effectively engage in our demanding learning environment, staff at Stokes School employ a variety of interventions to assist them in developing needed skills. We have created a structure of intervention according to the degree of severity of the behavior.

At Stokes School, misbehavior is typically handled in the classroom, where the teacher approaches undesirable behavior as learning opportunities. If the unacceptable behavior persists, the following steps may also be taken:

1. Teachers typically inform parents of the incident.
2. Students may complete an in-class Take Care Plan.
3. The student may be referred to the Dean of Students for redirection.
4. The teacher and/or Dean of Students may schedule a conference with parents/guardians to discuss the problem, solution and consequences.
5. If a student's behavior is continually inappropriate, he/she may be recommended to the SIP Team, in which interventions, including a behavior plan may be put in place.

Stokes School complies with federal guidelines when disciplining students with special needs. In the event that a suspension lasting more than 10 days is deemed necessary for a student, a "Manifestation Determination Meeting" must be conducted no later than 10 days after disciplinary action.

V. Bullying

We take bullying behavior very seriously at Stokes School as the long-term effects of bullying can be potentially devastating for both the perpetrator and the victim. Our teachers receive training in bullying identification and students are encouraged to report all instances of observed bullying behavior. When a student is reported for engaging in bullying behavior, she/he is initially interviewed and the behavior is documented. In addition, a call is made to his/her parents and a copy of the report is sent home. A bullying consequences rubric is utilized in handling this undesirable behavior. A separate form is

completed for the victim of bullying behavior and this child's parent is also called. A safety plan is put in place for the victim and regular check-in meetings are conducted to insure that bullying has ceased.

VI. Redirection

Redirection is Stokes School's way of working with students who are consistently disrupting teaching and learning in the classroom. It is the first step before other forms of intervention are attempted. It is designed to remove students from their environment when they choose not to participate positively in school activities.

Redirection occurs under the supervision of the Dean of Students or other assigned staff. Students are kept safe within a firm, respectful climate and are engaged in completing Take Care Plans and identifying meaningful next steps. The staff member stays with students as they transition back to the classroom.

The goal of Take-Care plans is to engage students in reflective thinking, leading to better understanding of the impact of their actions. Take-Care plans serve three functions:

1. Help the student understand the circumstances leading to his or her misbehavior;
2. Help the student take responsibility for his/her actions and identify appropriate choices;
3. Inform the parents of their child's behavior.

Parents of students who are continually sent to redirection will be required to attend Stokes School's monthly Parent Enrichment Program (PEP) and /or attend individual parent counseling session with School Psychologist.

VII. Suspension

When a student is suspended, she/he is not allowed to attend classes or participate in other activities at Stokes School. We do not compromise on the positive behavior qualities that are necessary to create a secure and nurturing learning environment. When a student does not respond to any of our interventions, she/he may be temporarily suspended. Suspensions may last from one to five days and may be served in school or out of school, depending on the behavior and the student's home-life circumstances. The terms of reinstatement generally involve creating a behavior plan for the student and parent to follow. This plan will be discussed with the parents/guardians and clearly explained to the student. We expect our families to follow the recommendations of the suspension plan. In addition, when a student is suspended, parents are expected to attend at least three individual parent education sessions with the school psychologist and our monthly Parent Enrichment Program (PEP). Other steps deemed appropriate by school authorities may also be imposed based upon the infraction. If the parent/guardians do not meet the stated requirements the school may take additional actions.

VIII. Expulsion

When a student is expelled, she/he is not allowed to be present in the school environment. If a student repeatedly engages in undesirable behaviors that necessitate suspension, she/he may be expelled from Stokes School. Additionally, a student who brings in or is in possession of weapons, illegal drugs or alcohol while at school, will be expelled.

IX. Appeal Process/Redress

Parents/guardians can appeal any discipline decision. However, the appeal must be made first to the Managing Director (erikab@ewstokes.org), in writing. If not satisfied, parents can appeal to the school's Board of Trustees, in the form of a letter or by emailing boardchair@ewstokes.org. The Board of Trustees may invite the parent/guardians and student to appeal in person at a regularly scheduled, or special meeting of the Board. The decision of the Stokes School Board of Trustees will be final.

CONSEQUENCES AND INTERVENTIONS FOR INAPPROPRIATE BEHAVIORS

In carrying out these policies, the school has identified both the behaviors that are unacceptable in our school community and the corresponding consequences and interventions if these violations are committed.

As mentioned above a student's individual life circumstances are taken into account during the behavior intervention process. In addition, the Stokes School complies with federal guidelines when disciplining students with special needs. Last, the student's age and developmental level may influence the consequence s/he ultimately receives.



Violation	Level	Consequence & Intervention
A consistently negative attitude toward others or toward the learning experience	1	Classroom management strategies that promote prevention, problem solving, maintenance, support, and self-discipline.
Running, yelling, and/or disruptive noises, except during physical education or other appropriate events, or refusal to cooperate	1	Classroom management strategies that promote prevention, problem solving, maintenance, support, and self-discipline.
Leaving the classroom without permission	2	Automatic Redirection, Take Care Plan and parental notification; contract with student, parent, teacher, Dean of Students. Apology of Action (AA) intervention.
Talking disrespectfully to teachers, staff or another adult.	2	Automatic Redirection, Take Care Plan and parental notification; contract with student, parent, teacher, Dean of Students. Apology of Action (AA) intervention.
Swearing, name calling and excessive teasing	2	Automatic Redirection, Take Care Plan and parental notification; contract with student, parent, teacher, Dean of Students. Apology of Action (AA) intervention.
Destruction of property or vandalism; stealing	3	Automatic Redirection, Take Care Plan and parental notification for initial offense. Apology of Action (AA) intervention. For repeat offenses within the same trimester, possible 1-5 day suspension with a parent-teacher-Dean of Students conference and contract prior to return to class; may be referred for counseling intervention.
Threatening, fighting or other physical and verbal aggression	3	Automatic Redirection, Take Care Plan and parental notification for initial offense. Apology of Action (AA) intervention. For repeat offenses within the same trimester, possible 1-5 day suspension with a parent-teacher-Dean of Students conference; may be referred for counseling intervention.

Violation	Level	Consequence & Intervention
Cheating/Plagiarism	3	Automatic Redirection, possible 1-5 day suspension; parent-teacher-Dean of Students conference. Apology of Action (AA) intervention.
Bullying behavior	3	Bullying interventions: interview, completion of reporting forms, discipline rubric, verbal parent notification, Apology of Action (AA) intervention; possible 1-5 day suspension with parent-teacher conference.
More than 3 Take Care Plans in one trimester	3	Parent conference and creation of logical consequences. Possible referral to Strategic Intervention Program.
Sexually suggestive behavior or language;	3	Automatic Redirection, Take Care Plan, parental notification and possible 1-5 day suspension for initial offense. Parent-teacher-Dean of Students conference; may be referred for counseling intervention.
Leaving the school premises without permission	4	Automatic Redirection, possible 1-5 day suspension, parent-teacher-Dean of Students conference, logical consequence.
Assaulting any school personnel (verbal or physical)	4	Automatic Redirection, possible 1-5 day suspension, parent-teacher-Dean of Students conference; Apology of Action (AA) intervention.
Sexually explicit behavior, language or sexual harassment; bringing music or print containing sexually explicit language or profanity	4	Automatic Redirection, possible 1-5 day suspension, parent-teacher-Dean of Students conference; Apology of Action (AA) intervention; referral for counseling intervention.
Bringing weapons, illegal drugs or alcohol to school or possessing such items at school	5	Mandatory referral and notification to police or juvenile authorities and may result in extended suspension or mandatory expulsion.
Multiple suspensions	5	Possible expulsion from school; may be referred for counseling intervention.

Attachment H-2

DCI will adopt policies, procedures and plans to ensure a safe and supportive school environment that will:

- Emphasize care, effective communication and quality relationships based on mutual respect;
- Value effort, present achievable but challenging expectations, build self-esteem and encourage students to be responsible and independent learners; and
- Promote the development of knowledgeable, morally and socially responsible citizens who are self-determined.

DCI will only consider student suspension or expulsion for serious/repeated conduct that violates the rights of others in the school community to feel safe, learn, or maintain property. DCI aims to be a low-suspension/no expulsion school. We believe in consequences that have the student making restitution rather than being excluded from learning. DCI will observe the tenets of restorative justice and positive behavior interventions and supports because it believes that students a) belong in school, and b) that punishment does not change behavior, but intervention does. DCI will include Positive Behavioral Intervention and Supports (“PBIS”) and Restorative Practices such as restorative conferences, peace circles, family conferences, and peer juries in order to be proactive about preventing suspension or expulsion. The discipline provisions of the Individuals with Disabilities Education Act (“IDEA”) are observed regarding consequences for students with disabilities.

- For short-term suspensions (10 days or fewer) the decision to suspend a student shall be made by a Principal or Administrative Designee with or without the recommendation of the student’s teacher or other school employee. The Principal or Administrative Designee will determine the number of days for suspension based on the severity of the infraction, the age of the student, and previous infractions. The suspension shall become effective immediately unless otherwise stated by a Principal or Administrative Designee. After three suspensions from school within the same school year for the same or different chronic infractions, expulsion will be seriously considered. The DCI requires that a parent/guardian attend a meeting with a Principal or Administrative Designee and at least one of the student’s teachers before a student before a student may return to school. Upon notification of suspension, a parent/guardian should contact a Principal or Administrative Designee to schedule this meeting.
- Any student involved in a very serious discipline incident (e.g. Tier 3) may be a candidate for long-term suspension (more than 10 days, maximum of 20 days) or expulsion. IDEA discipline provisions are observed in cases regarding students with disabilities.
- Prior to the determination for a long-term suspension or expulsion, the family will be invited to participate in a School Judiciary Committee meeting so that the family, student and school administration can better understand the incident and determine if a long-term suspension or expulsion is warranted. The School Judiciary Committee meeting is an opportunity for the student and family to engage in a dialogue about the incident in order

to share all pertinent information about the incident and/or student's situation and the family is encouraged to bring mentors or other individuals who might support the family.

- If, after the School Judiciary Committee meeting, the school administration determines that it may still take actions to suspend or expel the student, a Long-Term Suspension or Expulsion Determination meeting will be scheduled with the Head of School and appropriate school personnel. The goal of this meeting will be to summarize the incident and offer the family an opportunity to present evidence of extenuating circumstances for consideration in the final determination. Only the Head of School may make the decision for suspensions exceeding ten days or expulsion.
- The decision to suspend or expel a student shall be made in writing and given to the parent/guardian. The student's parents/guardians have five school days to challenge the suspension or expulsion by submitting an appeal of a Principal's or Head of School's decision, in writing, to the Head of School and Chair of the Board of Trustees. The Board of Trustees will issue a decision in writing to the parents/guardians and the school administration within 5 school days after receiving the appeal. The Chair of the Board of Trustees shall convene a special meeting of the Board of Trustees to consider the appeal of the suspension or expulsion. The student and his or her parents/guardians, the student's teachers, a Principal or Administrative Designee, the Head of School, and other school staff may be invited to participate in this special meeting as the Board sees fit. The decision of the Board of Trustees in affirming or reversing a Principal's or Head of School's decision is final.
- The basis for disciplining, suspending or expelling students with disabilities shall be no different than the basis for such actions taken against students without disabilities. Reasonable accommodation of a student's disabilities shall not prevent DCI from disciplining, suspending or expelling students when behavior not related to the disability threatens the health, safety or welfare of a student, teacher or staff member or repeatedly impairs instruction for the student's classmates. However, under IDEA 2004 students with disabilities are entitled to certain additional procedural protections during the discipline process. These protections include, but are not limited to, requirements for a meeting to determine if behaviors resulting in expulsion or suspension longer than ten (10) days are a manifestation of a student's disability.

DCI will have zero tolerance policies with regard towards the intent to distribute drugs, possession of weapons, or physical violence/ serious threats of violence. The school culture and student discipline will create an orderly environment in which students can embark on their journeys as lifelong learners. DCI administrators will meet with federal and city safety officials and request that the school is updated regularly on security issues and measures needed to ensure the safety of our students and staff. The school will ensure all administrators and designated staff have step-by-step procedures for reporting and handling serious incidents occurring close to the school. Such incidents will be reported to the Metropolitan Police Department. All staff will be trained in how and when to activate our emergency response plan. The school will undertake random drills to test the evacuation plan.

DCI students are expected to demonstrate the attributes of the Learner Profile to ensure that they always:

- Foster their own and others' learning;
- Listen to and follow the instructions of staff members;
- Treat themselves and others in a respectful way;
- Attempt to solve problems in a responsible way; and
- Work, play and move in a way that ensures the safety of themselves, others, and school property.

These expectations apply to all students during all school activities including class, after-school activities, and other special events. Parents and guardians also play an integral role in creating a Safe and Supportive School Environment.

Parents/guardians have the right to:

- Be a partner in a supportive and safe school environment that fosters quality relationships, mutual respect and effective communication;
- See their child experiencing success through meaningful and relevant curriculum;
- Feel safe; and
- Be treated with care, cooperation, courtesy and respect.

Parents/guardians have a responsibility to:

- Actively support and contribute to the development of a safe and supportive school environment;
- Support and encourage their children to participate to the best of their ability in all aspects of the curriculum;
- Behave in a way that respects and supports the safety and well-being of self and others; and
- Treat others with care, cooperation, courtesy and respect.

Parents and Guardians will be encouraged to:

- Inform the school of any situation or information that is relevant and concerns their children's behavior;
- Encourage their children to follow the School Rules and Student Profile;
- Support their children in taking responsibility for their behavior by using problem solving strategies;
- Attend any meetings arranged by the school to discuss their children's behavior; and
- Work in partnership with DCI to develop a safe and supportive school environment.

The following are categories of inappropriate behaviors and the attending consequences to support behavior change:

LEVEL 1	LEVEL 2	LEVEL 3
<p>Low level, minor, infrequent behaviors that do not significantly interrupt the teaching and learning of others:</p> <p>Off task</p> <p>Not finishing work or homework</p> <p>Non-compliance</p> <p>Inappropriate moving around the school</p> <p>Using inappropriate language</p> <p>Chewing gum</p> <p>Littering</p> <p>Spitting</p> <p>Bringing inappropriate items to school</p> <p>Being late</p> <p>Being in an inappropriate area</p>	<p>Persistent behaviors that disrupt teaching and learning, or repeated Level 1 Behaviors.</p> <p>Non-compliance</p> <p>Defiance or disrespect</p> <p>Swearing or other verbal abuse</p> <p>Sexual or racial harassment</p> <p>Teasing or bullying</p> <p>Physical abuse, fighting</p> <p>Unsafe play</p> <p>Theft</p> <p>Vandalism or graffiti</p> <p>Leaving school without permission, truancy</p> <p>Inappropriate use of computers</p> <p>Cheating</p> <p>Possessing tobacco, alcohol or other chemical products</p> <p>Possessing or accessing pornographic material</p> <p>Computer hacking, trashing or interfering in any way with another persons' work or intellectual property</p>	<p>Repeated Level 2 Behaviors, Extreme Violence, Dangerous or Illegal Behaviors while under school jurisdiction:</p> <p>Extreme violence towards self, others or property</p> <p>Using (on school property during the school day) or distributing alcohol or other chemical products</p> <p>Possessing dangerous items or weapons</p> <p>Repeated bullying or cyberbullying</p>
<p>Logical and planned interventions (Least to most intrusive)</p> <p>Clear Direction</p> <p>Rule Reminder</p> <p>Choice</p> <p>Logical Consequence</p> <p>Time Out/Loss of privileges</p> <p>Family Conference</p>	<p>Planned Team Support which will involve teachers, parents, counselors, administration and may include:</p> <p>Suspension of privileges</p> <p>Time in an alternate setting</p> <p>Contracts</p> <p>Family Conference</p> <p>Individual Behavior Plan/Counseling</p> <p>Restitution mutually agreed upon by student/family/affected party</p> <p>Suspension for no more than 2 days</p>	<p>Planned team support which will involve parents, teachers, counselor, administrators and other support agencies as appropriate:</p> <p>Family Conference</p> <p>Restitution mutually agreed upon by student/family/affected party</p> <p>In-School Suspension</p> <p>Drug testing (urine testing)</p> <p>Suspension for no more than 20 days</p> <p>Expulsion</p>

Through PBIS, DCI aims to:

- Recognize and promote responsible and positive behavior;
- Provide a consistent approach to managing inappropriate behavior by applying fair and logical consequences;
- Encourage students to take responsibility for their own behavior by teaching and promoting problem solving and conflict management skills;
- Promote restitution over removal; and
- Not rely on suspension or expulsion for discipline and have a <1% expulsion rate.

While observing the standard code of discipline and levels of consequences established by all schools (and based on those of our elementary feeder schools), DCI will implement a formal PBIS program to establish a respectful community and a safe environment for all students, teachers, and staff. The PBIS team made of teachers, parents, and students will create and maintain a clear and consistent system of positive expectations for the entire school; a system in which all school members understand those expectations and understand why and how these expectations benefit the school community.

PBIS is a team-based approach that includes modeling, teaching, and recognizing appropriate behaviors. It creates, maintains, and teaches behaviors that support a more peaceful world and an environment that facilitates growth.

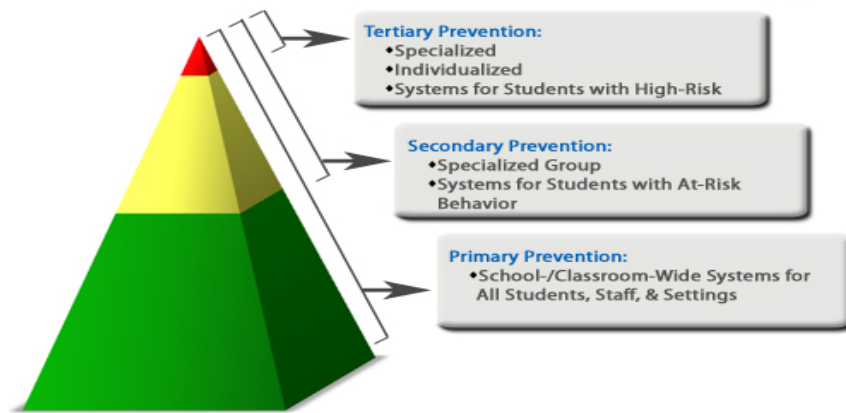
We want students to find affirming adult and peer role models, regular opportunities to experience academic and social success, and social exchanges that foster enduring peer and adult relationships. Students will learn and demonstrate the DCI Principles: Respect Ourselves, Respect Our Community, and Respect Our Environment.

The PBIS Plan will implement and maintain a “Living above the Line” incentive that helps students become more self-determined by taking ownership of their behavior. The team process for PBIS includes:

1. Establishing clear expectations for all students in all settings of the school;
2. Identifying positively stated rules for each expectation tailored to every setting of the school;
3. Teaching students these expectations and rules;
4. Reinforcing students who behave according to the school's expectations/rules;
5. Differentiating between minor (classroom-managed) and major (office-managed) behaviors;
6. Developing specific consequences for students who choose not to conform to school expectations/rules; and
7. Ongoing evaluation of behavioral data and academic data.

Our PBS features a continuum of school-wide instruction and behavioral supports:

Continuum of School-Wide Instructional & Positive Behavior Support



source: OSEP Technical Assistance Center on Positive Behavioral Interventions and Supports: www.pbis.org

Attachment I



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cooley and Darling Insurance Agency PO Box 1228 Haymarket VA 20168		CONTACT NAME: Andy Cooley PHONE (A/C, No. Ext): (703)881-0113 FAX (A/C, No): (703)659-0024 E-MAIL ADDRESS: acooley@cd-insure.com	
INSURED Elsie Whitlow Stokes Community Freedom Public 3700 Oakview Terrace, NE Washington DC 20017		INSURER(S) AFFORDING COVERAGE INSURER A: First Nonprofit Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL1372203556**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TMP0818641-13	8/28/2013	8/28/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			TAP0807019-13	8/28/2013	8/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UXL0807076-13	8/28/2013	8/28/2014	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCC0811402	7/1/2013	7/1/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

DC Public Charter School Board

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andy Cooley/ANDY

Attachment J

ADMINISTRATIVE PERSONNEL

Title	Name	ext	email address
Executive Director	Erika Bryant	103	erikab@ewstokes.org
Director of Teaching and Learning (PreK-2)	Alejandra Maudet	102	alejandram@ewstokes.org
Director of Teaching and Learning (3-6)	Dr. Maura Varley-Gutierrez	102	maurav@ewstokes.org
Dean of Students	Bobby Caballero (Mr. Bobby)	136	bobbyc@ewstokes.org
Parent Coordinator	Jo-Anne Hurlston	119	jo-annah@ewstokes.org
School Psychologist	Willa Jones	123	willaj@ewstokes.org
Office Manager	Fresia Cortés	101	fresiac@ewstokes.org
Director of Development	Amy Dickson	148	amyd@ewstokes.org
Special Education Coordinator	Diandra Dalson	180	diandrad@ewstokes.org
Bill Moczydlowski	Business Manager	124	billm@ewstokes.org
Security	Gerald Menslah	100	

ANNEX A

OPERATOR DIRECT AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

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OPERATOR DIRECT AGREEMENT

This OPERATOR DIRECT AGREEMENT is entered into as of this ____ day of June, 2014 by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and **DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL**, a District of Columbia nonprofit corporation (the “**Operator**”).

RECITALS

WHEREAS, pursuant to the Congressionally-enacted District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the “**Act**”), PCSB has the authority to charter, monitor, oversee, amend, renew and/or revoke charters of School Corporations in a manner consistent with the letter and intent of the Act;

WHEREAS, pursuant to § 38-1802.03 of the Act, PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia;

WHEREAS, each of District of Columbia Bilingual Public Charter School (“**DC Bilingual**”), Elsie Whitlow Stokes Community Freedom Public Charter School (“**Stokes**”), Latin American Montessori Bilingual Public Charter School (“**LAMB**”), Mundo Verde Bilingual Public Charter School (“**Mundo Verde**”), and Washington Yu Ying Public Charter School (“**Yu Ying**”), each a District of Columbia nonprofit corporation (each a “**Consortium Member**”) has previously established and currently operates a District of Columbia public charter elementary school featuring a foreign language immersion curriculum, in accordance with a petition submitted by it and approved by PCSB in accordance with §38-1802.02 of the Act (each, an “**Original Petition**”);

WHEREAS, Yu Ying submitted a petition to PCSB pursuant to §38-1802.04(c)(10) of the Act to amend its existing charter and to expand its enrollment to include students in middle school and high school, and such petition was conditionally approved by PCSB on December 17, 2012 (such petition, as amended through the date hereof, the “**Yu Ying Charter Amendment**”), and fully approved on the date hereof;

WHEREAS, each of the other Consortium Members also submitted a petition to amend its respective charter for the expansion of its program on terms and conditions substantially similar to those specified in the Yu Ying Charter Amendment, and PCSB conditionally approved each such petition on June 24, 2013 (each, together with the Yu Ying Charter Amendment a “**Charter Amendment**”), and full approved each such petition on the date hereof;

WHEREAS, the Charter Amendments, as the same may be amended, modified, or supplemented from time to time to reflect the satisfaction of the PCSB-imposed conditions on full approval thereof and by the effect of the DCI Operation Agreement as defined herein contemplate that each Consortium Member’s Middle High School Campus (as hereinafter defined) would be operated at a single new location by a single entity which would combine such programs together in a single Middle High School Campus, referred to as the District of Columbia International School (hereinafter “**DCI**”);

WHEREAS, concurrently herewith, each of the Consortium Members has entered into an Amended and Restated Charter School Agreement or amended its existing Amended and Restated Charter Agreement with PCSB (each, a “**Charter Agreement**”), pursuant to which PCSB has acknowledged the right of each Consortium Member to continue to operate an elementary school through grade five (each an “**Elementary School Campus**”) and to operate a middle and high school, grades 6 through 12 that is co-located with the middle and high school programs of the other Consortium Members through the operation of DCI (each a “**Middle High School Campus**”), and to contract to assign its authority, rights and responsibility in relation to such Middle High School Campus to the Operator, in order to permit the efficient operation of DCI by a single entity at a single location;

WHEREAS, pursuant to the DCI Operation Agreement entered into by each of the Consortium Members and the Operator immediately prior hereto (the “**DCI Operation Agreement**”), the Consortium Members have assigned and delegated to the Operator all of their respective authority, rights and responsibility to operate DCI pursuant to the Charter Agreements, and the Operator has accepted and assumed such authority, rights and responsibility;

WHEREAS, the Charter Agreements and the DCI Operation Agreement contemplate that the Operator will enter into this Agreement with PCSB in order to create a reporting relationship between PCSB and the Operator; and

WHEREAS, PCSB and the Operator seek to foster a cooperative and responsive relationship;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the parties agree as follows:

SECTION 1. OPERATION OF COMBINED SCHOOL

1.1 Authorization of DCI. A. DCI, a non-profit corporation formed pursuant to the District of Columbia Nonprofit Corporation Act by the Consortium Members to promote quality public charter school education at their Middle/High School Campuses in Washington, D.C. through the operation of the Middle/High School Campuses at a shared location or locations, shall operate DCI in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall constitute PCSB’s acknowledgement of the Operator’s rights and authority, as contracted operator of their respective Middle/High School Campuses pursuant to the DCI Operation Agreement and, to the fullest extent allowed by law, as assignees of the rights and authority of the Consortium Members in relation to their respective Middle/High School Campuses (the “**Authorization**”), and shall be binding on DCI and PCSB, to the fullest extent of the law.

B. In accordance with § 38-1802.03(h)(2) of the Act, the following information is expressly included in the Authorization:

(i) Operator’s statement regarding the mission and goals of DCI and the manner in which Operator will conduct any district-wide assessments on behalf of the Consortium Members, as set forth in Sections 2.1 and 2.3 below;

(ii) Proposed Rules and Policies for Governance and Operation of DCI, attached hereto as **Attachment A**;

(iii) Articles of Incorporation and Bylaws of DCI, attached hereto as **Attachment B**;

(iv) Procedures to Ensure Health and Safety of Students and Employees at DCI, attached hereto as **Attachment C**;

(v) Operator's assurance that it will seek, obtain and maintain accreditation with respect to DCI, as set forth in Section 3.6 hereof; and

(vi) Relationship Between DCI and its Employees, attached hereto as **Attachment [E]**.

Operator, on behalf of the Consortium Members, shall provide PCSB a petition for revision of their Charter Amendment Petitions regarding their middle-high school campuses pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the provisions referenced in this Section 1.1(B), except that Operator shall not be required to provide PCSB a petition for charter revision with respect to any proposed changes to its Articles of Incorporation, Bylaws, Rules and Policies for Governance, or changes in its accrediting body. Any changes approved pursuant to such petition for revision (or any other petition for revision submitted by DCI and approved by PCSB pursuant to this Agreement) shall be incorporated into and amend the Authorization.

1.2 Effective Date and Term. This Agreement and the Authorization shall become effective as of July 1, 2014 (the "**Effective Date**") and shall continue for a term of fifteen (15) years unless terminated in accordance with Section 9 of this Agreement.

SECTION 2. EDUCATIONAL PROGRAM

2.1 Mission Statement.

A. Operator shall operate DCI in accordance with its mission statement, which has been adopted by the Consortium Members to represent a combination of the Consortium Members' respective individual mission statements in relation to the operation of DCI, as set forth below:

The mission of DCI is to inspire inquiring, knowledgeable and caring young people in partnership with their families and communities. These students will create a more socially just and sustainable world through global awareness and understanding, language fluency and cultural competence, and a commitment to lifelong learning.

B. Operator on behalf of the Consortium Members, shall provide PCSB a petition for charter revisions pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to such mission.

2.2 Age-Grade. A. In its first Academic, DCI shall provide instruction to students in grades 6 through 7. In subsequent Academic Years, DCI may provide instruction to students in accordance with the schedule set forth in Attachment K. **“Academic Year”** shall mean the fiscal year of DCI ending on June 30 of each calendar year.

B. Operator on behalf of the Consortium Members, shall provide PCSB a petition for charter revisions pursuant to § 38-1802.04(c)(10) of the Act in order to instruct students in any other age/grade.

2.3 Goals and Academic Achievement Expectations. A. DCI has selected as its measure of student academic achievement expectations the indicators listed in the Elementary/Middle School Performance Management Framework (with respect to grades 6-8), and the High School Performance Management Framework (with respect to grades 9-12) developed by PCSB (**“EM and HS PMF or PMFs”**) in effect as of the date hereof. Changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, and formulas, will automatically become part of the measurement of DCI’s academic achievement expectations, unless Operator notifies PCSB that DCI is rejecting such changes and thereafter submits a petition for charter revision as described in clause (F) below; DCI also adopts the following mission specific goals with respect to the Middle High School Campus:

(i) Achieving International Baccalaureate (IB) Candidate Status by SY 2020-21.

(ii) Language: Students will be assessed in accordance with ACTFL standards and benchmarking. At least 50% of students who are continuing their language education from Elementary School will be on track to achieve the ACTFL Advanced Mid to Advanced High Standards, as indicated by the STAMP 4 assessment, by graduation. At least 50% of students who are either new to DCI or who switch their target language will be on track to achieve ACTFL Intermediate status, as indicated by the STAMP 4 assessment, by graduation.

(iii) 50% of students with disabilities and 50% of English Language Learners will earn the MYP certificate in tenth grade and either the IBCC or DP in the twelfth grade.

B. At DCI’s five year review, earn at least 50% on the PMF in two of the most recent five years and not less than 45% for any of the past five years.

C. At DCI’s ten year review, earn at least 55% of the possible PMF points in two of the most recent five years and not under 45% for any of the past five years.

D. In order to be considered as meeting its goals and student achievement expectations at the fifteen year review of DCI and Operator Direct Agreement renewal, DCI will need to earn 55% of possible PMF points in two of the most recent years and not under 45% for any of the past five.

E. If any of the above targets are not met, PCSB may determine DCI to have met its goals and academic achievement expectations if it has demonstrated consistent improvement over the course of the most recent five year period.

F. If PCSB makes changes to any PMF, DCI may elect not to accept the change; provided that Operator on behalf of the Consortium Members must petition PCSB for charter revisions pursuant to § 38-1802.04(c)(10) whereby expressly rejecting such change and/or expressly modifies such change.

G. Operator shall conduct district wide assessments for DCI students as required by applicable law and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from the D.C. Office of the State Superintendent of Education (“OSSE”).

H. Operator on behalf of the Consortium Member Schools shall provide PCSB a petition for charter revisions pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the student academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which DCI will be evaluated by PCSB, or the manner in which Operator will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented. Pursuant to the Consortium Member Schools’ Charter Amendments and each Consortium Member’s Charter Agreement, each Consortium Member has been authorized to operate two separate Campuses, an Elementary School Campus and a Middle-High School Campus; provided that the Middle High School Campuses of each Consortium Member shall be co-located at DCI, and all authority, rights and responsibility with respect DCI shall be held by the Operator. (“**Campus**” is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of the above). The Elementary School Campus of each Consortium Member will be evaluated individually by PCSB, rather than across both Campuses, using the measurements of student academic achievement expectations and goals outlined in each Consortium Member’s respective Charter Agreement; and further that each Consortium Member’s respective Middle-High School Campus will be evaluated as part of DCI pursuant to the terms of this Agreement.

2.4 Curriculum. **A.** Operator shall design and implement the educational program set forth with respect to the Middle-High School Campus of each Consortium Member in its Charter.

B. Operator, pursuant to the Consortium Members’ Charter Agreements and the DCI Operation Agreement shall have exclusive control over instructional methods, consistent with § 38-1802.04(c)(3)(a) of the Act, but , on behalf of the Consortium Members, shall provide PCSB a petition for revisions of the charter authority to operate DCI in accordance with this Authorization pursuant to § 38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change in its mission or goals, as set forth herein, no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. Operator, on behalf of the Member Schools, shall provide PCSB with any materials requested by PCSB in connection with the petition for revisions to this Authorization. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

2.5 Students with Disabilities. **A.** DCI shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

B. The Parties agree that, to the fullest extent permitted by applicable law, DCI shall operate as and be treated as a single LEA comprised of the combined Middle High School Campuses of each Consortium Member, distinct from their respective Elementary School Campuses.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location. **A.** The head office and each Consortium Member School's Middle-High School Campus shall be located at a site to be selected by the Operator in Washington, DC and either owned or leased by DCI (the "**School Property**"). The Operator agrees to notify the PCSB in writing promptly upon its selection execution of a lease with respect to any School Property.

B. DCI shall not operate at a location other than the initial School Property unless the Operator provides a written notification to PCSB at least three (3) months prior to its intended relocation. PCSB reserves the right to delay or prohibit DCI's opening at any new property until the Operator has satisfied PCSB's pre-opening requirements in accordance with PCSB's stated policies including the status of all authorizations required for DCI's use of the property such as occupancy permits and health and safety approvals at least one (1) month prior to the first day of DCI's operation at the Property. The term "**Authorizations**" means (a) any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive from any governmental authority relating to the operation of the School. A copy of the current PCSB pre-opening requirements is included as **Attachment F**.

3.2 Enrollment. **A.** Because DCI is a co-located campus of the Middle-High School Campuses of each Consortium Member, enrollment at DCI shall be open to students of Consortium Members continuing from the Consortium Members' Elementary School Campuses. In the event that additional space is available in entry-grades, as determined by the Operator, enrollment shall be open to all students in such grades who are residents of the District of Columbia, with new enrollees to be allocated among Consortium Members' Middle-High School Campuses as required by applicable law; provided that that all PMF reporting by DCI shall be for all students attending DCI without distinction among their associated Consortium Member. Students who are not residents of the District of Columbia may be enrolled at DCI to the extent permitted by § 38-1802.06 of the Act. Operator shall determine whether each student resides in the District of Columbia according to guidelines established by OSSE.

B. If eligible applicants for enrollment at DCI for any Academic Year exceed the number of spaces available for such Academic Year, DCI shall select students pursuant to the random selection process in **Attachment G** and in accordance with the requirements of the Act.

The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. Operator shall provide PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation..

C. DCI shall maintain an enrollment of no more than 215 students in the first Academic Year and no more than 1,960 students in subsequent Academic Years substantially in accordance with Attachment K. Operator shall on behalf of the Consortium Member Schools provide PCSB a written request for approval for an increase in the maximum enrollment no later than three months before the requested change date with (i) evidence that (a) the Property has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the educational program is satisfactory and will not deteriorate as a result of such increase; (ii) a revised Attachment K; and (iii) such other items as PCSB may request.¹ Notwithstanding the foregoing, Operator shall have the authority (subject to its obligations under the DCI Operation Agreement) to reallocate seats projected for students continuing from the Elementary School Campuses of one or more Consortium Members to another Consortium Member in response to changes in demand for such seats among the Consortium Members' continuing students or the termination of any Consortium Member's participation in DCI.

3.3 Disciplinary Policies. A. Operator shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, for the Middle-High School Campuses of the Consortium Members and shall provide a copy of those policies and procedures to students and parents within the first ten (10) days of the beginning of the school year, and provide a copy to PCSB as part of the annual compliance reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. Operator agrees to provide PCSB with 60 days written notice prior to adoption of any material change to its Discipline Policies. A copy of DCI's current Discipline Policies is included at **Attachment H**.

B. Pursuant to PCSB's Attendance and Discipline Data Policy, Operator shall track suspensions and expulsions on a monthly basis using the data management reporting software identified by PCSB. If Operator operates two or more Campuses, it shall maintain, track, and report discipline data for each Campus separately.

C. Operator shall report any student expulsions or suspensions to PCSB in accordance with PCSB's stated policies and will maintain records of all expulsions and suspensions. If Operator operates two or more Campuses, it shall report the data for each Campus separately.

¹ DCI to provide numbers for insertion along with Attachment K.

3.4 Complaint Resolution Process. Consistent with the requirements imposed by § 38-1802.04(c)(13) of the Act, Operator shall establish an informal complaint resolution process and shall provide a copy to students, parents, and PCSB. Such policies and procedures shall be consistent with applicable law. Operator shall provide PCSB written notice of any material change to its complaint resolution process at least three (3) months prior to adoption.

3.5 Operational Control. **A.** Consistent with § 38-1802.04(c)(3) of the Act and pursuant to the DCI Operation Agreement, Operator shall exercise exclusive control over its expenditures, administration, personnel and instructional methods on behalf of the Consortium Members' Middle-High School Campuses, subject to limitations imposed on District of Columbia public charter schools in § 38-1802.04 of the Act.

B. The Parties acknowledge and agree that, as a District of Columbia nonprofit corporation and assignee of the Consortium Members pursuant to the DCI Operation Agreement, DCI has and is permitted by this Agreement to exercise in its sole discretion the following non-exclusive powers:

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as DCI's facilities;
- (iii) to receive and disburse funds for purposes of DCI;
- (iv) to make contracts and leases including agreements to procure or purchase services, equipment, and supplies; provided that Operator hereby accepts the requirements imposed on District of Columbia public charter schools by § 38-1802.04(c)(1) of the Act in relation to such procurements;
- (v) to secure appropriate insurance; provided that Operator hereby accepts the requirements imposed on District of Columbia public charter schools by § 38-1802.04(c)(1) of the Act in relation to such insurance,
- (vi) to incur debt in reasonable anticipation of the receipt funds to which it may be entitled for the operation of DCI;
- (vii) to solicit and accept any grants or gifts for purposes of DCI;
- (viii) to be responsible for DCI's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in its own name.

3.6 Accreditation. **A.** Within five (5) years of its opening, the Operator shall seek, obtain, and maintain accreditation for DCI from an appropriate accrediting agency consistent with the requirements of § 38-1802.02(16) of the Act.

B. Operator, on behalf of the Consortium Member Schools, shall provide PCSB with a written request for approval for any proposed changes to its accreditation.

3.7 Nonsectarian. DCI shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

SECTION 4. GOVERNANCE

4.1 Organization. Operator 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.

4.2 Corporate Purpose. The purpose of Operator as set forth in its articles of incorporation shall be limited to the operation of a middle-high school campus on behalf of its public charter school members..

4.3 Governance. **A.** Operator shall be governed by a Board of Trustees. The Board of Trustees are fiduciaries of Operator and shall operate in accordance with Operator’s articles of incorporation and by-laws, this Agreement, and the District of Columbia Nonprofit Corporation Act.

B. Consistent with the requirements imposed on public charter schools pursuant to §38-1802.04(c)(10) of the Act, Operator shall provide PCSB with a written request for approval of any material change(s) to its articles of incorporation or bylaws within three (3) months of the effective date of such change

4.4 Composition. Each Consortium Member shall have the right to nominate one member to the Operator Board of Trustees; all other members of the Operator Board of Trustees, shall be elected by the Operator Board of Trustees as a whole, in accordance with the Operator Bylaws. Operator hereby accepts the requirements imposed on District of Columbia public charter schools by § 38-1802.05 of the Act, which requires that the Board of Trustees shall consist of an odd number of members, with a minimum of three (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending DCI, and the majority of whom shall be residents of the District of Columbia. The Board of Trustees shall recruit and select such initial parent trustees during the first Academic Year of DCI.

4.5 Authority. Consistent with § 38-1802.05 of the Act, the Board of Trustees of Operator shall have the final decision-making authority for all matters relating to the operation of DCI, consistent with this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Trustees from delegating decision-making authority to officers, employees, and agents of Operator. The Board of Trustees shall (i) set the overall policy for DCI; (ii) be responsible for overseeing the academic and fiscal integrity of DCI; and (iii) assure DCI’s compliance with this Agreement and the Act.

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

5.1 Financial Management. DCI shall operate in accordance with Generally Accepted Accounting Principles (“**GAAP**”) and other generally accepted standards of fiscal management and sound business practices to permit preparation of the audited financial statements required of District of Columbia public charter schools in § 38-1802.04(c)(11) of the Act. Operator’s

accounting methods shall comply in all instances with any applicable governmental accounting requirements.

5.2 Tuition and Fees. Operator shall not charge tuition to any student attending DCI, other than a non-resident student in accordance with § 38-1802.06(e) of the Act, unless such student would otherwise be liable for tuition costs under the Act. Operator may charge reasonable fees or other payment for after school programs, field trips, or similar student activities.

5.3 Costs. Operator shall be responsible for all costs associated with DCI's operation including the costs of goods, services, and any district-wide assessments or standardized testing required by this Agreement or by applicable law.

5.4 Contracts. A. Operator shall provide PCSB with respect to any procurement contract awarded by it or any entity on its behalf and having a value equal to or exceeding \$25,000, not later than three (3) days after the date on which such award is made (i) all bids for the contract received by it, if any; (ii) the name of the contractor who is awarded the contract; and (iii) the rationale for the award of the contract. PCSB may request copies of these procurement contracts to be provided to PCSB upon request. The foregoing shall not apply to any contract for the lease or purchase of real property by Operator for operation of DCI, or any employment contract for a staff member of Operator.

C. If a procurement contract having a value equal to or exceeding \$25,000, is awarded by Operator to an affiliated party, Operator will award that contract pursuant to conflict of interest policies and procedures that include notice of the affiliation to Operator's Board of Trustees and recusal from discussion and decision of the affiliated party. **"Affiliated Party"** means any person who is a member of the Board of Trustees of Operator, an entity controlled by a member of the Board of Trustees or any member of the immediate family (including parents, spouse, children, siblings) of a member of the Board of Trustees, any such individual, and any trust whose principal beneficiary is a member of the Board of Trustees or such an individual. **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management of policies of that entity, whether through the ownership of voting securities or by contract or otherwise.

D. When entering into contracts with third parties, Operator shall not state or otherwise imply that PCSB is responsible for the debts or actions of Operator. Operator shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

5.5 Insurance. Operator shall procure and maintain appropriate insurance sufficient to cover its operations. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. The Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary, subject to the availability of such insurance on commercially reasonable terms. Operator's current insurance certificate is attached at **Attachment I**.

5.6 Tax-Exempt Status. Operator shall apply for and thereafter maintain tax-exempt status from the federal government and the District of Columbia.

5.7 Enrollment and Attendance Records. **A.** Operator shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Section 7 below.

B. If Operator operates two or more Campuses under this Authorization, each campus shall maintain and submit distinct and unique enrollment and attendance records to PCSB and in state and federal reports. In no event shall Operator be responsible for maintaining records or reporting on enrollment and attendance at the Elementary School Campuses of the Consortium Members.

5.8 Board of Trustee Meeting Minutes. Operator shall maintain copies of all minutes of meetings of its Board of Trustees, including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting, certified by an officer of Operator or a member of the Board of Trustees as to their completeness and accuracy. Operator shall make such documents available for inspection by PCSB, its officer, employees, or agents upon request.

SECTION 6. PERSONNEL

6.1 Relationship. All employees hired by Operator shall be employees of Operator and, consistent with § 38.1802.07(c) of the Act, shall not be considered to be an employee of the District of Columbia government for any purpose.

6.2 Hiring. Operator shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School Property more than ten hours a week prior to the commencement of such employment or volunteer assignment. Operator shall consider the results of such background checks in its decision to employ or utilize such persons. From time to time as established by Operator, it shall conduct random background checks on each employee and each person who regularly volunteers at the Property more than ten hours a week, but at a minimum once every two years.

SECTION 7. REPORTING REQUIREMENTS

7.1 Annual Reports. Operator shall deliver to PCSB, by a date specified by PCSB, an annual report in a format acceptable to PCSB which shall include all items required by § 38-1802.04(c)(11)(B) of the Act (the “**Annual Report**”) on behalf of the Consortium Member Schools in relation to DCI. The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards, indicators, targets, or any other basis for measuring the DCI’s performance as PCSB may request. Operator shall permit any member of the public to view such report on request, at reasonable times and with reasonable notice.

7.2 Audited Financial Statements. As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, Operator shall deliver to PCSB its financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act in accordance with GAAP and government auditing standards for financial audits issued

by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

7.3 Interim Financial Reports. Unless otherwise notified by PCSB, Operator shall prepare and submit to PCSB within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2014, (i) the balance sheet at the end of such Interim Period and the related statements of income and cash flows for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of Operator that they fairly present, in all material respects, the financial condition of Operator as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (ii) notes to the balance sheet describing the financial status of Operator 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 Academic Year to the end of such Interim Period. These reports may include supplemental schedules as required by PCSB. **“Interim Period”** shall initially mean 30 days, and from time to time thereafter, upon written notice by PCSB to Operator, the period designated by PCSB in such notice (but not less than 30 days).

7.4 Budget. No later than June 1 of each Academic Year, Operator shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a **“Budget”**) for the next succeeding Academic Year. Operator’s initial Budget shall be in accordance with the Budget submitted with the Consortium Member Schools’ Charter Amendment Petition. If PCSB has previously notified Operator that it is on probation for fiscal management reasons and such notice has not been rescinded in writing, Operator may only implement a Budget with the prior written approval of PCSB. PCSB may specify the format and categories and information contained in the Budget.

7.5 Enrollment Census. Operator shall provide OSSE with the student enrollment data required to be provided by District of Columbia Public Charter Schools pursuant to § 38-1802.04(c)(12) of the Act. Operator shall, to the extent required by OSSE comply with § 38-204 of the District of Columbia Code, separately present such data for each Consortium Member’s Middle High School Campus. Such report shall be in the format required by OSSE for similar reports from District of Columbia Public Schools, and all counts of students shall be conducted in a manner comparable to that required by OSSE for enrollment counts by District of Columbia Public Schools.

7.6 Attendance Data. No later than fifteen (15) days after the end of each month during the Academic Year and during summer school, if offered, Operator shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for DCI using attendance management reporting software identified by PCSB. If Operator operates two or more Campuses under this Authorization, each Campus shall maintain and submit to PCSB distinct and unique attendance data.

7.7 Key Personnel Changes. The chair of the Board of Trustees or an officer of Operator shall provide notice within five days of the chair of the Board of Trustees or an officer of

Operator receiving written notice of the intended departure of a person from his or her position with Operator who is a member of the Board of Trustees, an officer of Operator, or other key personnel as identified by position in **Attachment J** (but no later than the time Operator announces such departure publicly) to PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions Operator has taken or intends to take to replace such person.

7.8 Authorizations. Within forty-five (45) days after the end of each Academic Year, Operator shall provide a certification by an officer of Operator or its Board of Trustees that all Authorizations required for its operation and the lease or sublease, if any, of the School Property remain in full force and effect. If Operator receives written notice of any alleged failure to comply with the terms or conditions of any Authorization, Operator shall provide PCSB, within seven (7) days of receiving such notice, a report detailing the nature and date of such notice and Operator's intended actions in response. **"Authorizations"** shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

7.9 Events of Default. Operator shall promptly report to PCSB any written notice of default or claim of material breach it receives that seriously jeopardizes its continued operation or the member public charter schools including: (i) any claim there has been a material breach of any contract that affects the operation of DCI; (ii) any claim or notice of a default under any financing obtained by Operator; and (iii) any claim that Operator has failed to comply with the terms and conditions of any Authorizations required to operate the Property. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and Operator's intended response.

7.10 Litigation. Operator shall promptly report to PCSB the institution of any material action, arbitration, government investigation, or other legal proceeding against it or any property thereof (collectively **"Proceedings"**) and shall keep PCSB apprised of any material developments in such Proceedings. In its annual report (7.1), Operator shall provide PCSB a schedule of all Proceedings involving any alleged liability or claim of a material nature or, if there has been no change since the last report, a statement to that effect.

7.11 Certificates of Insurance. No later than August 15 of each Academic Year, Operator shall deliver to PCSB a certificate of insurance with respect to each insurance policy required pursuant to Section 5.5. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. Operator shall furnish PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above upon request.

7.12 Reports Required by the Act. Operator, on behalf of the Consortium Member Schools' Middle-High School Campuses, shall comply with all reporting requirements imposed by the Act on District of Columbia public charter schools and shall provide PCSB with a copy of each such report at the time it provides the report as required by the Act.

SECTION 8. COMPLIANCE

8.1 Compliance With Applicable Laws. Operator shall operate DCI at all times in accordance with the requirements imposed by the Act on District of Columbia public charter schools and all other applicable District of Columbia and federal laws, subject to the limitations in Section 8.3 below any other applicable exemptions to which the Consortium Member Middle-High School Campuses are entitled, and District of Columbia and federal provisions prohibiting discrimination on the basis of disability, age, race, creed, color, gender, national origin, religion, ancestry, sexual orientation, gender identification or expression, marital status, or need for special education services.

8.2 Waiver of Application of Duplicate and Conflicting Provisions. Consistent with §38-1802.10(d) of the Act, no provision of any law regulating the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to Operator on behalf of the Consortium Member Schools' Middle-High School Campuses or PCSB to the extent that the provision duplicates or is inconsistent with the Act.

8.3 Exemption From Provisions Applicable to D.C. Public Schools. Consistent with the exemption granted to District of Columbia public charter schools pursuant to § 38-1802.04(c)(3)(B) of the Act, Operator when operating DCI on behalf of the Consortium Member shall be exempt from District of Columbia statutes, policies, rules, and regulations established for the District of Columbia Public Schools by OSSE, Board of Education, Mayor, or District of Columbia Council, except as otherwise provided in the Consortium Members' Charters or in the Act.

8.4 Cooperation. Operator shall, and shall cause its Board of Trustees, officers, employees, and contractors to cooperate with PCSB, its staff, and its agents in connection with PCSB's obligations to monitor the DCI.

8.5 Access. Upon reasonable notice, Operator shall grant to PCSB, its officers, employees, or agents, access to its property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of DCI and Operator that PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees, or agents, including allowing site visits as PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with § 38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of DCI.

8.6 Notice of Concern. If PCSB determines through its oversight of DCI that any condition exists that (i) seriously jeopardizes the continued operation of DCI or any Campus of DCI; (ii) is substantially likely to satisfy the conditions for charter revocation or closure of the Middle-High School Campuses of any of the Consortium Member Schools pursuant to § 38-1802.13 of the Act and Section 9 of the Charter Agreement Amendment of each Consortium Member School; and/or (iii) threatens the health, safety, or welfare of students at DCI, then PCSB may issue a written notice to Operator stating the reasons for its concerns and inquiry ("**Notice of Concern**"). Upon receipt of such notice and upon request of PCSB, Operator shall meet with PCSB to discuss PCSB's concerns and Operator's response to PCSB's Notice of Concern.

8.7 Administrative Fee. Operator, on behalf of the Consortium Member Schools, shall pay annually to PCSB, no later than November 15 of each Academic Year, the portion of the administrative fee assessed on each Consortium Member pursuant to the Act that relates to the their Middle-High School Campuses, it being acknowledged and agreed by PCSB that Operator shall have no obligation or liability in connection with any other portion of such administrative fee. - Notwithstanding the foregoing, PCSB shall not seek any remedy against Operator for failure to timely pay such fee if the Consortium Member Schools 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 Operator pays PCSB such fee within five business days of the Consortium Member Schools' receipt of such funding.

SECTION 9. RENEWAL, CLOSURE, AND TERMINATION

9.1 Renewal of Authorization. Operator may seek to renew this Authorization by submitting a written application to PCSB for such renewal. If such renewal of the Authorization shall be granted by PCSB as provided herein, PCSB and Operator shall (i) renew this Agreement with amendments satisfactory to PCSB and Operator; or (ii) enter into a substitute agreement satisfactory to PCSB and Operator. In no event shall any such renewal of this Authorization require the consent or signature of any Consortium Member.

9.2. Closure. **A.** PCSB will consider closure of any Member's Middle/High School Campus solely as a result of violations or failures pursuant to §38-1802.13 of the Act and 9.2(A) and (B) in its Charter Agreement specific to such Campus or the Operator. If such a closure of one Campus occurs, PCSB and the relevant Consortium Member shall amend the Charter and the Charter Agreement to limit the authority to operate the surviving Campus. In the event a Member School's Elementary School Campus is closed, that Member's Middle/High School Campus shall continue to operate until 1) the reassignment of current Middle/High School Campus students of that Consortium Member to another Consortium Member or 2) the voluntary transfer or graduation of that Member's last Middle/High School Campus student from DCI, whichever is earliest.

B. The closure of one Consortium Member's Middle/High School Campus shall not affect the status of any other Consortium Member, the Authorization of DCI, or the Operator's operation of the Middle-High School Campus of any other Consortium Member.

C. If Operator operates two or more Campuses of DCI, PCSB has the authority to propose closure of DCI in its entirety or any of its Campuses or locations individually pursuant to this Section 9.2.

9.2 Termination. This Agreement shall terminate upon the revocation, nonrenewal or relinquishment of the Charters of all Consortium Member Schools or the closure of DCI; if DCI fails to begin operations by October 1, 2014; if DCI fails to secure use of a School Property by October 1, 2014; or by mutual written agreement of the parties hereto.

9.3 Probation and Corrective Action. **A.** If PCSB proposes closure pursuant to 9.2 above, PCSB may as an alternative to closure, place DCI or any of its Campuses on probation and require Operator, in consultation with PCSB, to develop and implement a written

corrective action plan (“**Corrective Plan**”). The Corrective Plan shall include the reasons for the proposed closure, the terms and conditions of probation and the results DCI shall achieve.. Although PCSB may elect to enter into a Corrective Plan with DCI as an alternative to closure, nothing herein shall require PCSB to place DCI or any of its Campuses on probation or develop a Corrective Plan.

B. If PCSB elects to place DCI on probation and enters into a Corrective Plan with the Operator, Operator shall provide PCSB a written request for approval five business days prior to taking any of the following actions: (a) waiving any material default under, or material breach of, the Agreement; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with the Agreement; (c) taking any action affecting any material provision of the Agreement or the performance of any material covenant or obligation by any other party under the Agreement; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to the Agreement affecting any material rights, benefits, or obligations under the Agreement in any material respect.

SECTION 10. OTHER PROVISIONS

10.1 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, subject to, construed under, and enforced in accordance with, the laws of the District of Columbia, without regard to conflicts of laws principles.

10.2 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of PCSB 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.

10.3 Counterparts and Electronic Signature or Signature by Facsimile. This Agreement and any waivers, consents, or supplements executed in connection herewith may be signed 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. Electronic signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

10.4 Entire Agreement; Amendments. This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that Attachments A-E can only be modified or amended through the process required under the Act for a public charter schools to petition for charter revision with respect to such items subject to 1.1(B) of this agreement, except that Attachments A, B, and E require only PCSB approval,

and not a public hearing; and provided further that the Operator's request to amend the Authorization, if conducted in accordance with such procedural requirements of the Act, would be sufficient to effect a charter revision. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

10.6 Assignment. This Agreement runs solely and exclusively to the benefit of Operator and PCSB and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

10.7 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. **"Person"** shall mean and include natural persons, corporations, limited liability companies, limited liability 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.

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

10.9 Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party drafted the underlying document.

10.10 Dispute Resolution. Neither PCSB nor Operator shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of PCSB and Operator meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charters of the Consortium Member Schools pursuant to § 38-180213 of the Act and Sections 9.1, 9.2, and 9.3 in Charter Agreement of each Member or close a campus pursuant to section 9 above in this Agreement.

10.11 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) 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 set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to PCSB:

District of Columbia Public Charter School Board

3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to Operator:

District of Columbia International School
3220 16th St., NW
Washington, DC 20010
Attention: Mary Shaffner
Email: mary@dcinternationalschool.org
Telephone: 202-459-4790

* * *

[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 dates written below.

**DISTRICT OF COLUMBIA
INTERNATIONAL SCHOOL**

By:

Title:

Date:

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**

By:

Title:

Date:

ATTACHMENTS

ATTACHMENT A	Proposed Rules and Policies for Governance and Operation at DCI
ATTACHMENT B	Articles of Incorporation and Bylaws of Operator
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees of Operator
[ATTACHMENT D	[Intentionally omitted]
ATTACHMENT E	Relationship Between Operator and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Disciplinary Policies
ATTACHMENT I	Insurance Requirements
ATTACHMENT J	Key Personnel
ATTACHMENT K	Maximum Enrollment Schedule

Attachment A

DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

AMENDED AND RESTATED BYLAWS

(Adopted effective June 12, 2014)

ARTICLE I

NAME

SECTION 1.01. *Name.* The name of the Corporation is the **DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL** (the “Corporation”).

ARTICLE II

PURPOSES OF THE CORPORATION

SECTION 2.01. *Purposes.* The Corporation has been organized exclusively for the purposes described in the Corporation’s Articles of Incorporation, including the operation of a public middle-high school on behalf of the District of Columbia foreign language immersion public charter schools who are its members from time to time, and shall seek accreditation from the International Baccalaureate and offer advanced foreign language study opportunities in the target languages of such members (such school being operated by the Corporation hereinafter referred to as the “School”).

ARTICLE III

OFFICES AND REGISTERED AGENT

SECTION 3.01. *Offices.* The principal office of the Corporation shall be located within or without the District of Columbia at such place as the Board of Trustees shall from time to time designate. The Corporation may maintain additional offices at such other places within or without the District of Columbia as the Board of Trustees may designate.

SECTION 3.02. *Registered Agent.* The Corporation shall designate a person to serve as the registered agent for the District of Columbia. The initial registered agent of the Corporation shall be Mary Shaffner, whose address is 1637 Irving Street, NW, Washington, DC 20010. The Board of Trustees may change the registered agent from time to time.

ARTICLE IV

MEMBER SCHOOLS

SECTION 4.01. *Initial Members; Eligibility for Membership.* Initially there shall be five members of the Corporation (referred to herein as “Member Schools”); namely, District of Columbia Bilingual Public Charter School, Elsie Whitlow Stokes Community Freedom Public Charter School, Latin American Montessori Bilingual Public Charter School, Mundo Verde Public Charter School, and Washington Yu Ying Public Charter School. Membership shall be open solely to District of Columbia public charter schools in good standing with the Public Charter School Board who support the purpose of the Corporation and whose admission as Member Schools is approved by the Board of Trustees. The Board of Trustees may from time to time establish additional criteria for the admission of Member Schools not inconsistent with

those specified herein, including effectiveness of an agreement assigning such Member School's rights and obligations under its charter to operate middle high school to the Corporation or otherwise providing for the operation of such Member School's middle high school by the Corporation (each, a "Charter Assignment"), and shall enact procedures for the admission of Member Schools consistent with the requirements set forth herein; provided that no such criteria or procedures shall have the effect of terminating the membership of any existing Member School except in accordance with Section 4.02. The Board of Trustees may from time to time establish admission fees to be paid annually or in connection with the admission of any new Member School.

SECTION 4.02. *Termination of Member Schools.* Membership of any Member School shall be terminated upon any Member School ceasing to satisfy the membership criteria established herein or by upon the Board of Trustees' approval of such removal by a vote of the majority of the Board of Trustees, excluding any Trustee appointed by the affected Member School, subject to any contractual restrictions on such right from time to time, including pursuant to the Charter Assignment. A Member School may withdraw as a Member School at any time by delivering written notice of such withdrawal to each other Member School and the Board Chair, subject to any contractual limitations on such right from time to time, including pursuant to the Charter Assignment. No such withdrawal shall have the effect of terminating a Member School's obligations to the Corporation or any other Member School as may be established by contract, including the Charter Assignment, except as such contract may otherwise provide, or of releasing the Member School from any liability incurred to the Corporation prior to such withdrawal.

SECTION 4.03. *Rights of Member Schools.*

- (a) Each Member School shall be eligible to vote on those matters set forth below, or on which the District of Columbia Nonprofit Corporation Act (the "Nonprofit Act") requires the approval of a corporation's members.
- (b) Unless approved by a vote of the Member Schools, the Corporation shall not take any action on a charter amendment, including an amendment to its direct agreement with the Public Charter School Board, which would:
 - a. discontinue instruction in French, Spanish or Mandarin;
 - b. change the Corporation's instructional framework (i.e., abandoning its intention to seek accreditation from the International Baccalaureate); or
 - c. change its mission, as previously adopted by the Corporation and set forth in its agreement with the Public Charter School Board; or
 - d. increase its enrollment for any academic year by more than 25% of the enrollment projected and capped in the Corporation's agreement with the Public Charter School Board.

SECTION 4.04. *Annual Meetings of Member Schools.* An annual meeting of the Member Schools shall take place in the month of June, the specific date, time and location of which will be designated by the Board Chair, which location shall be in the District of Columbia.

At the annual meeting, the Member Schools shall receive reports on the activities of the Corporation and the direction of the Corporation for the coming year and conduct strategic analysis for the purpose of advising the Board of Trustees on matters of priority concern to the Member Schools and discuss long term plans for their respective elementary schools including any projected enrollment changes, replication or material programmatic changes for the purpose of reporting on the same to the Board of Trustees.

SECTION 4.05. *Special Meetings of Member Schools.* Special meetings of the Member Schools may be called by the Board Chair or the Board of Trustees, the specific date, time and location of which will be designated by the Board Chair. A majority of the Member Schools may also call a special meeting of the Member Schools by signing a petition requesting such meeting. The petition shall set forth the purpose of the meeting. The specific date, time and location of the meeting shall be designated by the Board Chair. The location of any special meeting shall be in the District of Columbia. Once a special meeting has been called by the Member Schools, the demand for the special meeting cannot be revoked.

SECTION 4.06. *Record Date for Member School Meetings.* The record date shall be the date as of which the Corporation shall determine who is a Member School of the Corporation and eligible to vote at the meeting of the Member Schools. The record date for an annual meeting of the Member Schools shall be the date which is 65 days prior to the date of the annual meeting. The record date for a special meeting of the Member Schools shall be 15 days prior to the date of the special meeting, in the case of a meeting called by the Board Chair or the Board of Trustees. The record date for a special meeting of the Member Schools called by 25% of the Member Schools is the date the first Member School signs the petition. The determination of who is a Member School eligible to vote shall be made as of the close of business on the record date.

SECTION 4.07. *Notice of Meetings of Member Schools.* (a) The Corporation shall give notice to the Member Schools entitled to vote on the date, time, and place of each annual or special meeting of the Member Schools. The notice shall be given 60 days before the annual meeting date and 10 days in the case of a special meeting. The notice of an annual meeting does not need to include a description of the purpose for which the meeting is called. The notice of a special meeting must include a description of the purpose for which the meeting is called.

(b) Notice is given when it is delivered personally to the Member School, left at the Member School's usual place of business, or sent by facsimile or e-mail, or, in the alternative, by U.S. mail to the Member School's address as it shall appear on the records of the Corporation. Notwithstanding the foregoing, a Trustee may waive notice of any meeting of the Board of Trustees by written statement filed with the Board of Trustees, or by oral statement at any such meeting. Attendance at a meeting of the Board of Trustees shall also constitute a waiver of notice, except where a Trustee states that he or she is attending for the purpose of objecting to the conduct of business on the ground that the meeting was not lawfully called or convened. Any meeting of the Member Schools may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by general announcement.

SECTION 4.08. Member Schools' Quorum. The Member Schools present at any properly announced meeting shall constitute a quorum.

SECTION 4.09. Conduct of Meeting of Member Schools. (a) The Board Chair shall preside at each meeting of Member Schools. The Board Chair shall determine the order of business and has the authority to establish rules for the conduct of the meeting. The Board Chair shall announce at the meeting when the polls close for each matter voted upon. After the polls close, no ballots, proxies, or votes, nor any otherwise permissible revocations or changes to a Member School's vote may be accepted. Each Member School may vote in person or by proxy, and is entitled to one vote.

(b) A proxy must be in the form of a tangible writing, or in an electronic or other medium that provides for the retention of data and its subsequent retrieval in perceivable form, including email, the internet and transmissions from one computer to another. It must be signed by the Member School, and must contain or be accompanied by information from which it can be determined that the individual holding the proxy has been authorized by the Member School to vote on his or her behalf. A proxy shall be valid for the period specified in the proxy form. If no period is specified, the proxy shall be valid for a period of 11 months from the date it is signed. In no event may a proxy be valid for a period longer than 36 months.

(c) After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its Member Schools that are entitled to notice of the meeting. The list must show the address of each Member School entitled to vote. The list of Member Schools must be available for inspection by any Member School, beginning two business days after notice of the meeting is given and continuing through until the day of the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. The list will also be available for inspection by any Member School at the meeting. A Member School is entitled to copy the list, during regular business hours and at the Member School's expense, during the period it is available for inspection.

(d) Meetings of the Member Schools may be held by means of a webcast, video conference call or similar technology, provided the members have the opportunity to read or hear the proceedings substantially concurrently with their occurrence, vote on matters submitted to the members, pose questions and make comments.

SECTION 4.10. Required Vote. Except as otherwise expressly provided herein, all issues to be voted on by the Member Schools shall be decided by a simple majority of those present at the meeting in which the vote takes place.

SECTION 4.11. Action to be Taken by Member Schools without a Meeting.

(a) Any action that may be taken at a meeting of the Member Schools may be taken without a meeting if the organization delivers a ballot to every Member School entitled to vote on the matter. The ballot must be in the form of a record - that is information inscribed on a tangible medium or stored in an electronic or other medium and is retrievable in tangible form. The approval of any action other than the election of Trustees is valid only when the number of

votes cast by ballot at least equals the quorum requirement for a meeting and the number of approvals at least equals the number of approvals that would be required at a meeting. The ballot must set forth each proposed action, the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than the election of Trustees, and the date by which the ballot must be returned.

(b) Any action that may be taken at a meeting of the Member Schools may be taken without a meeting by the unanimous written consent of the Member Schools.

SECTION 4.12. *Designation of Member School Representatives.* Concurrently with its admission as a Member School, each Member School shall designate in writing an individual and alternate who is authorized to exercise the voting and consent rights of such Member School on such Member School's behalf, including by attending Annual and Special Meetings of the Member Schools, which such designation shall be maintained in the records of the Corporation by the Secretary of the Corporation. Each Member School may revoke and or redesignate such authorization from time to time going forward in its sole discretion by providing written notice of such revocation and/or designation to the Secretary and Board Chair; provided that such revocation of the authority shall not affect the validity of the proxy executed by such previously authorized representative or consent given by such previously authorized representative unless the Board Chair or Secretary of the Corporation had prior knowledge of such revocation.

ARTICLE V BOARD OF TRUSTEES

SECTION 6.01. *Composition and Function of Trustees.* The business and affairs of the Corporation shall be managed under the direction of its Board of Trustees, which shall determine matters of policy. Members of the Board of Trustees are referred to herein as "Trustees" and shall be either School Nominated Trustees or At-Large Trustees, as defined below. All powers of the Corporation not reserved hereby to the Member Schools may be exercised by or under authority of the Board of Trustees.

SECTION 5.02. *Number of Trustees; Qualifications.* The initial Board of Trustees shall consist of the same number of Trustees as members, with one Trustee being selected by each Member School (each, together with his or her successors from time to time, a "School-Nominated Trustee"), who shall serve an initial term expiring on June 30, 2016 and be subject to replacement thereafter by the appointing Member School. For the avoidance of doubt, School-Nominated Trustees shall have the same rights and duties to the Corporation as all other Trustees. Other than School-Nominated Trustees, all Trustees shall be elected by the Board of Trustees as provided below. In addition, from and after the date (the "School Opening Date") that is no later than sixty days prior to the commencement of classes at the School, the Board of Trustees shall consist of an odd number of Trustees not less than five nor more than fifteen Trustees, including the School Trustees together with additional Trustees elected as provided below. The maximum number of Trustees may be changed by an amendment to the Bylaws, but any such amendment shall not affect the tenure of office of any Trustee, except as provided in Section 6.04. At least a majority of Trustees at any time shall be residents of the District of Columbia.

SECTION 5.03. *Election and Tenure of Trustees.* Each Member School shall at any time have the right to select and/or replace its School-Nominated Trustee; provided that no such replacement shall have the effect of extending the term of any School-Nominated Trustee; and provided further that nothing herein shall preclude the Board of Trustees from electing a person who previously served as a School Nominated Trustee to the Board of Trustees for up to two additional terms; provided that such person shall not be subject to removal and/or replacement by a Member School in such case. Except for the School Appointed Trustees, all Trustees will be elected by the existing Board of Trustees in accordance with procedures to be adopted thereby from time to time; such procedures shall include procedures for the nomination and election of parents of current students attending the School to serve as Trustees to ensure representation on the Board of Trustees from parents of students in each language track, which procedures shall be established no later than the School Commencement Date. The terms of Trustees, other than the initial School-Nominated Trustees, shall be staggered; in order to accomplish such objective, initial Trustees shall be divided into three substantially equal classes and they shall serve staggered terms of one, two, and three years, respectively. Thereafter, each Trustee shall hold office until the third annual meeting subsequent to his or her election with approximately one-third of the Trustees elected at each annual meeting. Each Trustees may be re-elected for up to two additional terms. A committee of the Board shall be responsible for nominating a slate of prospective Trustees. If a Trustee's term expires and a successor has not been elected, such Trustee shall continue to serve until a successor is elected or the number of Trustees is reduced.

SECTION 5.04. *Removal or Resignation of Trustee.* (a) The Board of Trustees may remove any Trustee, including a School-Nominated Trustee, who: (A) has been declared of unsound mind; (B) has been convicted of a felony; (C) has been found by a final court order to have breached a duty as a Trustee; or (D) has missed three (3) or more meetings in any twelve month period without being excused. In the event of the removal of a School-Nominated Trustee, the Member School appointing such School Nominated Trustee may appoint his or her successor.

(b) A Trustee may resign at any time upon written notice to the Secretary. Such resignation shall take effect on the date the notice was delivered to the Secretary. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

SECTION 5.05. *Vacancy on Board.* A majority of the remaining Trustees, whether or not sufficient to constitute a quorum, may at any time fill a vacancy on the Board of Trustees which results from any cause, other than a vacancy among School-Nominated Trustees.

SECTION 5.06. *Annual and Regular Meetings.* The Corporation shall hold an annual meeting of its Board of Trustees for: (a) the election of officers, and (b) the transaction of such other business as may properly come before the meeting. The annual meeting shall be held during the first quarter of the Corporation's fiscal year at such place and at such time as determined by the Board of Trustees. The Corporation may hold other regular meetings at such times as are affixed by the Board of Trustees. Unless the Articles of Incorporation, the Nonprofit

Act or Bylaws provide otherwise, any business may be considered at the annual or any other regular meeting without such business having been specified in the notice for such meeting. Failure to hold an annual meeting does not invalidate the Corporation's existence or affect any otherwise valid corporate acts.

SECTION 5.07. *Special Meetings.* Special meetings of the Board of Trustees may be called at any time by the Board Chair, or any two Trustees. Any business may be considered at any special meeting without such business having been specified in the notice for such meeting; provided that the notice of a special meeting at which the removal of a Trustee is to be considered must state that one of the purposes of the meeting is to vote on the removal of the Trustee. A special meeting of the Board of Trustees shall be held on such date and at such place as shall be designated in the notice for such meeting. In the event that the Executive Director requests a special meeting in order to obtain emergency board action such special meeting may be called upon such request by any Trustee.

SECTION 5.08. *Notice of Meeting.* The Secretary or such person's designee shall give notice to each Trustee of each meeting of the Board of Trustees. The notice shall state the time and place of the meeting. Notice is given to a Trustee when it is delivered personally to the Trustee, left at the Trustee's residence or usual place of business, or sent by facsimile or e-mail, at least 48 hours before the time of the meeting or, in the alternative, by U.S. mail to the Trustee's address as it shall appear on the records of the Corporation, at least seven (7) days before the time of the meeting. No notice of any meeting of the Board of Trustees need be given to any Trustee who attends except for the sole purpose of objecting to the lack of notice of such meeting, or to any Trustee who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Trustees may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by general announcement.

SECTION 5.09. *Action by Trustees and Quorum.* Unless the Articles of Incorporation, the Nonprofit Act or Bylaws require a greater proportion, the action of a majority of the Trustees present at a meeting at which a quorum is present shall constitute action of the Board of Trustees. A majority of the Board of Trustees shall constitute a quorum for the transaction of business. The Trustees present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Trustees to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called. Any action required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting, if an unanimous written consent which sets forth the action to be taken is signed by each Trustee of the Board of Trustees and filed with the minutes of proceedings of the Board of Trustees.

SECTION 5.10. *Meeting by Conference Telephone.* Members of the Board of Trustees may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear one another. Participation in a meeting by these means constitutes presence in person at a meeting.

SECTION 5.11. Compensation. The Corporation shall not pay any compensation to any Trustee for services rendered to the Corporation as a Trustee, except that Trustee may be reimbursed for expenses incurred in the performance of his or her duties to the Corporation, in reasonable amounts as approved by a majority of the entire Board of Trustees excluding such Trustee. A Trustee who serves the Corporation in any other capacity may receive reasonable compensation for such other services pursuant to a resolution of the Board of Trustees approved by a majority of the entire Board of Trustees excluding such Trustee.

ARTICLE VI COMMITTEES

SECTION 6.01. Committees. The Board of Trustees, by a vote of a majority of the Trustees then in office, may establish one or more standing committees comprised of one or more Trustees. The Board of Trustees may delegate to these committees any of the powers of the Board of Trustees, except the power to (a) elect or remove Trustees; (b) approve the dissolution, merger, or reorganization of the Corporation or distribution of its assets; (c) amend the Articles of Incorporation or the Bylaws; or (d) decide such other matters as the Board may hereinafter determine by a majority vote of the Trustees.

The chairperson of the Board of Trustees (the “Board Chair”) shall appoint the members and the chairperson of each committee, subject to the approval of a majority of the Trustees then in office. Each committee shall adopt rules of procedure for its business that are consistent with Article V of the Bylaws. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting, if an unanimous written consent which sets forth the action is signed by each member of the committee and filed with the minutes of the committee. The Board Chair shall be an *ex officio* voting member of all committees. The members of a committee may conduct any meeting thereof by conference telephone or similar communications equipment in accordance with the provisions of Section 5.10.

Each member of a committee shall serve until the next annual meeting of the Board of Trustees and until such member’s successor is appointed, unless: (a) the committee shall be sooner terminated, (b) such member be removed from such committee, with or without cause, by a vote of a majority of the Trustees then in office, or (c) such member shall cease to be a Trustee or otherwise resign from such committee.

SECTION 6.02. Special Committees of the Board. The Board of Trustees may appoint one or more special committees for such special tasks as circumstances warrant. Such special committees shall limit their activities to the accomplishment of the task for which they are created and appointed and shall have no power to act except such as is specifically conferred by action of the Board of Trustees.

SECTION 6.03. *Advisory Committees.* (a) The Board of Trustees may appoint individuals who may or may not be Trustees of the Corporation to serve as an advisory committee to the Board. The advisory committees shall have such functions and responsibilities specified by the Board of Trustees; provided, however, that the Board of Trustees may not delegate any of its power, authority or functions to the advisory committee. Each advisory committee may adopt rules of procedure for its business that are consistent with Article V of the Bylaws and with the rules adopted by the Board of Trustees.

(b) The Board Chair shall appoint the members and the chairperson of each advisory committee. A majority of the members of an advisory committee shall constitute a quorum for the transaction of business. The members of a designated body may conduct any meeting thereof by conference telephone or similar communications equipment in accordance with the provisions of Section 5.10.

(c) Each member of an advisory committee shall serve until the next annual meeting of the Board of Trustees and until such member's successor is appointed, unless: (i) the committee shall be sooner terminated; (ii) such member be removed, with or without cause, by a vote of the Board of Trustees; or (c) such member shall otherwise resign from such committee.

(d) The Corporation shall not pay any compensation to any member of an advisory committee for services rendered to the Corporation as such, except that a member may be reimbursed for expenses incurred in the performance of his or her duties to the Corporation, in reasonable amounts as approved by the Board of Trustees. A member of an advisory committee who serves the Corporation in any other capacity may receive reasonable compensation for such other services pursuant to a resolution of the Board of Trustees.

ARTICLE VII OFFICERS OF THE BOARD

SECTION 7.01. *Officers of the Board.* The Corporation shall have a Board Chair, Vice Board Chair, Secretary, and Treasurer who shall be the officers of the Board, each of whom shall be duly elected and qualified Trustees of the Board. A person may hold more than one office in the Corporation but may not serve concurrently as both Board Chair and Secretary of the Corporation. The Board may elect or appoint such other officers and assistant officers as may be deemed necessary or appropriate.

SECTION 7.02. *Board Chair.* The Board Chair shall preside at all meetings of the Board of Trustees at which the Board Chair shall be present; and, in general, shall perform all such duties as are from time to time assigned to the Board Chair by the Board of Trustees; prior to the election of an initial Executive Director by the Trustees in accordance with the bylaws, the Board Chair shall also exercise such authority as is incident to the office of President and/or chief administrative officer of the Corporation.

SECTION 7.03. *Vice Board Chair.* The Vice Board Chair, in the absence of the Board Chair, shall preside at all meetings of the Board of Trustees at which the Vice Board Chair

shall be present. In general, the Vice Board Chair shall perform all duties usually performed by a Board Chair of a corporation and such other duties as are from time to time assigned to the Vice Board Chair by the Board of Trustees.

SECTION 7.04. *Secretary.* The Secretary shall keep the minutes of the meetings of the Board of Trustees and of any committees, in books provided for the purpose. The Secretary shall see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law and shall be custodian of the records of the Corporation. In general, the Secretary shall perform all duties incident to the office of a secretary of a corporation, and such other duties as are from time to time assigned to the Secretary by the Board of Trustees.

SECTION 7.05. *Treasurer.* The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Trustees. The Treasurer shall render to the President and to the Board of Trustees, whenever requested, an account of the financial condition of the Corporation. In general, the Treasurer shall perform all the duties incident to the office of a treasurer of a corporation, and such other duties as are from time to time assigned to the Treasurer by the Board of Trustees.

SECTION 7.06. *Assistant Secretary.* The Board may appoint one or more Assistant Secretaries who need not be members of the Board and who may be employees of the Corporation. An Assistant Secretary may perform or assist in the performance of all duties incident to the office of Secretary including such ministerial acts as the attestation, execution, and sealing of documents and instruments of the Corporation and shall perform, in general, such duties as shall be assigned by the Board Chair, the Secretary, or the Board of Trustees.

SECTION 7.07. *Assistant Treasurer.* The Board may appoint an Assistant Treasurer who need not be a member of the Board and who may be an employee of the Corporation. The Assistant Treasurer may perform or assist in the performance of all duties incident to the office of Treasurer including maintaining the financial records of the Corporation; providing for the safekeeping of the funds and securities of the Corporation; receiving monies due and payable to the Corporation; depositing all such monies in the name of the Corporation in such banks, trust companies, and other depositories as selected by the Corporation; disbursing designated gifts in accordance with the donor's designation and with the policies of the Corporation; and distributing funds authorized to be paid by the Corporation. The Assistant Treasurer may sign, with the Secretary or Assistant Secretary or any other proper officer of the Corporation thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or the By-Laws to some other officer or agent of the Corporation, or shall be required by the law to be otherwise signed or executed. The Assistant Treasurer shall also perform, in general, such duties as shall be assigned by the Board Chair, the Treasurer, or the Board of Trustees.

SECTION 7.08. *Election and Tenure of Officers.* The Board of Trustees shall elect the officers of the Board, who shall be elected for terms not to exceed two years. An officer may

be re-elected for additional terms. The Board of Trustees may remove any officer at any time, with or without cause. The Board of Trustees may fill a vacancy which occurs in any office for the unexpired portion of the term. Any officer may resign at any time by giving written notice to the Board of Trustees. Unless otherwise specified in the written notice, the resignation shall be effective upon delivery to the Corporation.

SECTION 7.09. *Vacancies.* Vacancies in any office arising from any cause may be filled by the Board of Trustees at any regular or special meeting of the Board or by unanimous written consent of the Board.

ARTICLE VIII ADMINISTRATIVE OFFICERS

SECTION 8.01 *Executive Director.* (a) Once appointed by the Board, the Executive Director shall be the chief executive officer of the Corporation and report to the Board of Trustees. The Executive Director shall, subject to the direction of the Board, (1) be responsible for general supervision of the business and affairs of the Corporation, (2) be responsible for providing broad leadership and direction to the Corporation and (3) establish and maintain management systems needed to ensure and report on the implementation of policies established by the Board of Trustees. For the avoidance of doubt, the Executive Director shall not be a Trustee but will be expected to attend and participate, on a non-voting basis, in meetings of the Board of Trustees.

(b) The Executive Director shall be evaluated and may be removed, with or without cause, by a majority of the Trustees of the Corporation, and his or her successors shall be elected from time to time with the consent of a majority of the Trustees of the Corporation. The Executive Director shall report to the Board, and between Board meetings, to the Board Chair, acting on behalf of the Board.

(c) The Executive Director may sign, with the Secretary or Assistant Secretary or any other proper officer of the Corporation thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or the Bylaws to some other officer or agent of the Corporation, or shall be required by the law to be otherwise signed or executed.

(d) Prior to the election of an Executive Director (the “Interim Period”), the role of the Executive Director of the Corporation shall be split and fulfilled by two officers, a Chief Operating Officer and a Chief Education Officer, to be elected by the Board, with the division of duties and authority thereof to be specified by the Board. During the Interim Period, each reference in these Bylaws to the Executive Director shall mean the Chief Operating Officer and the Chief Education Officer.

SECTION 8.02. *Subordinate Officers.* The subordinate officers of the Corporation are all administrative officers below the office of Executive Director. The Executive Director shall

designate those individuals who shall serve as subordinate officers, and they shall have such duties as are from time to time assigned to them by the Executive Director.

ARTICLE IX FINANCE

SECTION 9.01. *Checks, Drafts, Etc.* All checks, drafts and orders for the payment of money, notes, and other evidences of indebtedness, issued in the name of the Corporation, shall, unless otherwise provided by resolution of the Board of Trustees, including any banking resolution, be signed by either the Executive Director or the Board Chair, or by the designees of either the Executive Director or the Board Chair; provided, however, that each designee shall be approved in advance by the Board of Trustees, which may impose additional limitations on such re-delegated authority.

SECTION 9.02. *Fiscal Year.* The fiscal year of the Corporation shall be the twelve calendar month period ending June 30 in each year, unless otherwise provided by the Board of Trustees.

ARTICLE X INDEMNIFICATION

SECTION 10.01. *Indemnification.* (a) The Corporation shall indemnify any officer or Trustee to the extent the officer or Trustee was successful, on the merits or otherwise, in the defense of any proceeding to which the officer or Trustee was a party because the officer or Trustee was an officer or Trustee of the Corporation against reasonable expenses incurred by the officer or Trustee in connection with the proceeding.

(b) Except as otherwise provided in the Bylaws, the Corporation shall, without the requirement of any additional authorization by the Board of Trustees or the Member Schools, also indemnify an officer or Trustee who is a party to a proceeding because he or she is or was an officer or Trustee against liability incurred in the proceeding if the individual:

- (1) Acted in good faith;
- (2) Reasonably believed:
 - (A) In the case of conduct in an official capacity, that the conduct was in the best interests of the Corporation; and
 - (B) In all other cases, that the individual's conduct was at least not opposed to the best interests of the Corporation;
- (3) In the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful; and
- (4) In the case of an employee benefit plan, reasonably believed such actions to be in the interests of the participants in and the beneficiaries of the plan;

(c) The Corporation shall have the right to select attorneys and to approve any legal expenses incurred in connection with any suit, action or proceeding to which this indemnification applies.

(d) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent is not, in itself, determinative that the officer or Trustee did not meet the standard of conduct contained in this Section 10.01.

(e) Unless ordered by a court of competent jurisdiction, the Corporation shall not indemnify an officer or Trustee:

- (1) In connection with a proceeding by or in the right of the Corporation, except that the Corporation may indemnify the officer or Trustee for reasonable expenses incurred in connection with the proceeding if it is determined that the officer or Trustee met the relevant standard of conduct under Section 11.01; or
- (2) In connection with any proceeding with respect to conduct for which the officer or Trustee was adjudged liable on the basis that the officer or Trustee received a financial benefit to which the officer or Trustee was not entitled, whether or not it involved any action in the individual's official capacity.

SECTION 10.02. *Advance for Expenses.* (a) The Corporation shall, before final disposition of a proceeding and without the requirement of any additional authorization by the Board of Trustees or the Member Schools, advance funds to pay for or reimburse the reasonable expenses incurred by an individual who is a party to a proceeding because he or she was an officer or Trustee if the individual delivers to the Corporation (1) a written statement signed by the individual setting forth his or her good faith belief that he or she has met the relevant standard of conduct described in these Bylaws and the Nonprofit Code; and (2) an undertaking in the form of an unlimited general obligation to repay any funds advanced if the individual is not entitled to indemnification under these Bylaws or mandatory indemnification under the Nonprofit Code.

SECTION 10.03. *Determination of Indemnification.* (a) The Corporation may not indemnify an officer or Trustee under SubSection 10.01(b) unless it is previously determined, in accordance with SubSection 10.03(b), that indemnification of the officer or Trustee is permissible because he or she has met the relevant standard of conduct in the Bylaws and the Nonprofit Code.

(b) The determination shall be made:

- (1) If there are two or more disinterested Trustees, by a majority vote of all the disinterested Trustees, a majority of whom will constitute a quorum for that purpose, or by a majority of the members of a committee of two or more disinterested Trustees appointed by such a vote;
- (2) By special legal counsel:
 - (A) Selected in the manner prescribed in paragraph (1); or
 - (B) If there are fewer than two disinterested Trustees, selected by the Board of Trustees, in which selection Trustees who do not qualify as disinterested Trustees may participate; or
- (3) By the Member Schools.

(c) With respect to any matter disposed of by a settlement or compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such settlement or compromise payment is approved: (1) by a majority vote of the disinterested Trustees, a majority of whom will constitute a quorum for that purpose; (2) by a majority of the members of a committee of two or more disinterested Trustees appointed by such a vote; (3) if there are fewer than two disinterested Trustees, by the Board, in which case Trustees who do not qualify as disinterested Trustees may participate; provided that the Member Schools or special legal counsel selected in the manner prescribed in Subsection (b)(2), above, determines that indemnification is permissible because the officer or Trustee has met the relevant standard of conduct in the Bylaws and the Nonprofit Code; or (4) by a court of competent jurisdiction.

(d) For purposes of this Article X, a “disinterested Trustee” shall mean a Trustee who, at the time of a vote referred to in this Article X, is not:

- (1) A party to the proceeding; or
- (2) An individual having a familial, financial, professional, or employment relationship with the Trustee whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Trustee’s judgment when voting on the decision being made.

SECTION 10.04. *Severability.* Each provision of this Article X is intended to be severable, and if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article X.

ARTICLE XI MISCELLANEOUS

SECTION 11.01. *Maintenance of Tax Exempt Status.* The Corporation shall not carry on any activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue Law), or (ii) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law). Upon the termination, dissolution or final liquidation of the Corporation in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation shall be distributed to, and only to, the Member Schools in good standing immediately prior to such dissolution in proportion to their respective enrollments in the School at such time (provided for avoidance of doubt that such Member Schools continue at such time to be organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code), as determined by the Board of Trustees, or, in the absence of any such Member Schools, one or more organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or

organizations under Section 501(c)(3) of the Code as the Board of Trustees shall determine by majority vote. Such distribution of assets shall be calculated to carry out the objectives and purposes stated in the Articles of Incorporation. In no event shall any of such assets or property be distributed to any Member School or any affiliate of any Member School (except as provided in this paragraph), or any Trustee or officer of the Corporation, or any private individual.

SECTION 11.02. *Books and Records.* The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Board of Trustees and of any executive or other committee when exercising any of the powers of the Board of Trustees. The books and records of the Corporation may be in written form or in any other form that can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction. The original or a certified copy of the Articles of Incorporation, Bylaws, committee charters and designated body charters, if any, shall be kept at the principal office of the Corporation. All books and records of the Corporation may be inspected for any proper purpose at any reasonable time.

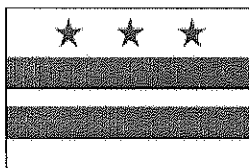
SECTION 11.03. *Corporate Seal.* The Board of Trustees shall provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Trustees may authorize one or more duplicate seals and provide for the custody thereof. If the Corporation is required to place its corporate seal to a document, it is sufficient to meet the requirement of any law, rule or regulation relating to a corporate seal to place the word "Seal" adjacent to the signature of the person authorized to sign the document on behalf of the Corporation.

SECTION 11.04. *Voting Upon Shares in Other Corporations.* The accounts of the Corporation may from time to time hold securities. Stock of other corporations or associations, registered in the name of the Corporation, may be voted by the Board Chair, the Treasurer or Executive Director or a proxy appointed by any of them. The Board of Trustees, however, may by resolution appoint some other person to vote such shares, in which case such person shall be entitled to vote such shares upon the production of a certified copy of such resolution.

SECTION 11.05. *Execution of Documents.* A person who holds more than one office in the Corporation may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer.

SECTION 11.06. *Amendments.* The Bylaws may be amended by the vote of two-thirds of the Trustees at the annual, regular or special meeting; provided that notice of such proposed amendment shall be given to the Board of Trustees and each Member School at least 10 days prior to such vote; and provided further that any amendment that: (1) changes the rights of the Member Schools generally or provides that some of the Member Schools have different rights from other Member Schools, (2) or (2) relating to the levying of dues or assessments on the Member Schools, shall be subject to the approval of the Member Schools at an annual or special meeting of the Member Schools.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



C E R T I F I C A T E

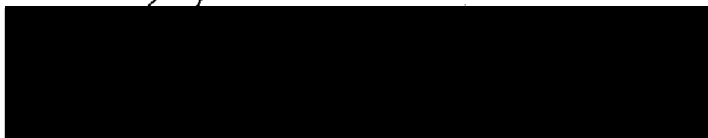
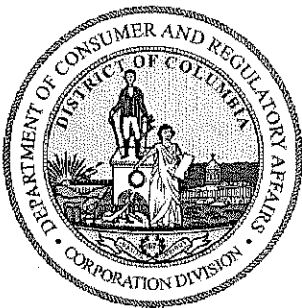
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF INCORPORATION*** is hereby issued to:

DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

Effective Date: 10/4/2012

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 10/4/2012 11:56 AM

Business and Professional Licensing Administration



PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: lwJ1kNBk

ARTICLES OF INCORPORATION
OF
DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

(a District of Columbia Nonprofit Corporation).

To:

Department of Consumer and Regulatory Affairs
Business & Professional Licensing Administration
Corporations Division
PO Box 92300
Washington, DC 20090

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Non-Profit Corporation Act (D.C. Code, Title 29, Chapter 4, as amended, adopt the following Articles of Incorporation:

FIRST: The name of the corporation is **DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL** (hereinafter the "Corporation").

SECOND: The corporation shall have members, each of whom shall be a District of Columbia public charter school.

THIRD: The address, including street and number, of the initial registered office of the Corporation is c/o 1637 Irving Street NW, Washington, DC 20010, and the name of the initial registered agent at such address is Ms. Mary Shaffner.

FOURTH: The corporation is incorporated as a nonprofit corporation under D.C. Code Title 29 Chapter 4.

FIFTH: The name and address of the incorporator of the Corporation is as follows:

Andrea Lachenmayr, c/o Fulbright & Jaworski LLP, 801 Pennsylvania Ave NW, Washington DC 20001.

SIXTH: Miscellaneous provisions.

1. The period of duration of the Corporation shall be perpetual.
2. The corporation is organized exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any future federal tax code. Specifically, the purpose for which the corporation is organized is to promote quality public charter school education at the middle school and high school levels in Washington, D.C. through the operation of a cooperative middle-high school on behalf of its members, each a District of Columbia foreign language immersion public charter school, which shall seek accreditation from the International Baccalaureate and offer advanced foreign language study opportunities in the target languages of such members (such cooperative school being operated by the Corporation hereinafter referred to as the "School"), and other lawful activities necessary or appropriate in furtherance thereof. The Corporation

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shall have in furtherance of the aforesaid purpose all of the powers conferred upon corporations organized pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, including without limitation the power to solicit grants and contributions for such purposes.

3. The Board of Directors of the Corporation shall be referred to as the Board of Trustees and such persons shall be vested with the management and control of the affairs of the Corporation. The manner of election or appointment of the Trustees of the Corporations shall be prescribed by the Bylaws of the Corporation.

4. Provisions for the regulation of the internal affairs of the Corporation, including provisions for distribution of assets on dissolution or final liquidation are as follows:

A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any trustee or officer 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 Paragraph 2 of Article SIXTH hereof.

B. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise permitted by §501(h) of the Code, and in any corresponding laws of the District of Columbia), and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements concerning) any political campaign on behalf of (or in opposition to) any candidate for public office.

C. The Corporation shall not carry on any activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue Law), or (ii) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

D. Upon the termination, dissolution or final liquidation of the Corporation in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation shall be distributed to, and only to, the Members (but solely to the extent each such Member is organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code and as otherwise required in the Bylaws), and otherwise to one or more organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Trustees in accordance with the Bylaws. Such distribution of assets shall be calculated to carry out the objectives and purposes stated in the Articles of Incorporation. In no event shall any of such assets or property be distributed to any Member, or any affiliate of any Member, (except as provided in this paragraph), Trustee or officer, or any or any other private individual (except as provided in this paragraph).

5. The number of Trustees initially constituting the Board of Trustees is four (4), but the number of Trustees may be increased or decreased in the manner set forth in the Bylaws of the Corporation. The names and addresses, including street and number and zip code, of the persons who are to serve as Trustees until the first annual meeting or until their successors are elected in accordance with the Bylaws of the Corporation are:

Name	Address
Mary Shaffner	1637 Irving Street NW, Washington DC 20010
Diane Cottman	13200 Vandine Street, Upper Marlboro, MD 20774-1828
Kristin Scotchmer	3829 10th Street NW, Washington, DC 20010
Linda Moore	1334 Montague Street NW, Washington, DC 20011

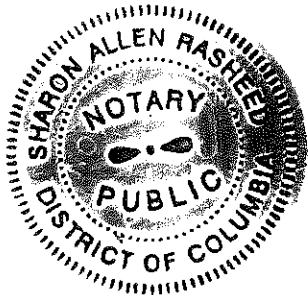
6. The initial Bylaws of the Corporation shall be adopted by the unanimous written consent of the Members and the Board of Trustees and may be amended only as provided therein.

7. The Corporation reserves the right to amend, change or repeal any provision contained in these Articles of Incorporation or to merge or consolidate this Corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall be calculated exclusively to carry out the objects and purposes for which the Corporation is formed, and all rights herein conferred or granted shall be subject to this reservation; and provided further that any such amendment, change or repeal shall require the unanimous consent of the Members of the Corporation.

Date: September 28, 2012

Andrea Lachenmayr

I SHARON ALLEN RASHEED a Notary Public, hereby certify that on the 28th day of September, 2012 Andrea Lachenmayr, appeared before me and signed the foregoing document as the incorporator, and have averred that the statements therein contained are true.



Notary Public, District of Columbia
My commission expires on _____

SHARON ALLEN RASHEED
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 14, 2017

ATTACHMENT A

PROPOSED RULES AND POLICIES FOR GOVERNANCE AND OPERATION AT DCI

The Consortium Members have incorporated, and are the sole members of, District of Columbia International School, a DC nonprofit corporation with members (the “Operator”). As members of the Operator corporate entity, the Consortium Members will have the right to appoint members of the Operator’s board of trustees, have input in the selection of the Operator’s initial executive leadership, and will retain veto rights over certain specified corporate action, thus ensuring that the governing body and administration of the Operator share the values and commitment to the mission of the Consortium Members. The Operator will in turn enter into the Agreement for Operation of the Combined School (the “Combined School Operation Agreement”) with all of the Consortium Members, pursuant to which it is delegated the duty and granted broad authority to operate the middle-high school programs of each Consortium Member, in accordance with their respective charters and all applicable law. In such manner, the middle-high school programs of each of the Consortium Members can be operated together under the authority of a single board of trustees and administration, while remaining accountable to the individual Consortium Members both under the organizational documents of the Operator and contractually under the Combined School Operation Agreement.

In effect, the Consortium Members have created a management organization to combine the best of their expertise and experience, and empowering such organization to manage DCI on its own, in accordance with applicable law, the charter requirements and the shared values of the Consortium Members as incorporated into the charter amendments authorizing DCI and embodied in the DCI’s Board of Trustees through the participation and leadership of the Consortium Members’ nominated members. As such, the Consortium Members recognize that a strong Operator board and independent Operator administrative team are crucial for success of DCI.

DCI may be expanded to include additional member schools at the sole discretion of the Board of Trustees of the Operator, with the approval of PCSB. Any such expansion would require the additional school to become a member of the corporate entity, DCI, to adopt a charter amendment for a middle high school program substantially identical to the existing Consortium Members, and to contract with the Operator on terms and conditions substantially similar to those set forth in the Combined School Operation Agreement.

Pursuant to the Operator Direct Agreement, the Operator will be held directly responsible for compliance with PCSB’s requirements with respect to DCI. The Operator will also indemnify each of the Consortium Members for losses or claims resulting from the negligence or misconduct of the Operator or its failure to comply with its obligations under the Combined School Operation Agreement.

a. Rules and Policies:

Initial policies related to governance of the Operator have been established in its articles of incorporation and bylaws. The Board of Trustees of the Operator will also adopt rules to facilitate the governance process consistent with the requirements of the Bylaws and the more general policies articulated in this amendment. By using the models developed at each

Consortium Member, the Board of Trustees of Operator will develop a full set of Board Policies including the expectations of a Trustee, the relationship between the school Administration and the Board, a conflict of interest policy and others. The initial Board of the Operator contemplate that the Board will use Robert's Rules of Order for Board and committee meetings.

In addition to policies delineating the roles and responsibilities of the Board of Trustees and administration of the Operator, the Board of Trustees, working with the Administration hired by the Operator's Board of Trustees, will also responsible for establishing high-level policies in areas of personnel, academic program, financial management, student discipline, school operations and other areas as required by District of Columbia or federal law. Over the next 12 months, these policies will be further developed and articulated by drawing on best practices of Consortium Members and other successful public charter schools.

The DCI administration, led by the key leadership roles identified herein, will be responsible for the development, articulation and implementation of all operational guidelines and procedures to facilitate the day-to-day operations of the school, and will provide copies of such guidelines and procedures to the Board for its information.

b. Administrative Structure:

Initially, the Operator will be led by an administrative team consisting off the Chief Operational Officer and the Chief Educational Officer, who are jointly responsible for academic, curricular, operational and business success of DC International School. The Chief Educational Officer will be responsible for hiring and supervising faculty. The Chief Operational Officer will be responsible for developing finance-related policies, the budget, accounting payroll and benefits and the preparation of financial. In addition, the Chief Educational Officer will be supported by a full-time International Baccalaureate & Sustainability Coordinator that will work to identify training and staff development needs, ensure that DCI adheres to a focus on sustainability, work to coordinate curricular content so that it aligns with state, federal and International Baccalaureate requirements for the Middle Years and Diploma Programmes. Also in year 2 a Language Coordinator will support the team in creating the highest standard of language learning for Chinese, French and Spanish--the immersion languages of the Consortium Members.

In order to provide the DCI administration with robust feedback from all stakeholders, DCI will establish a committee structure to provide avenues for faculty, parents and students to provide valuable input. A Faculty Advisory Committee (FAC) will represent the teachers and educational staff. A Parent/School Organization will provide the means for communicating between parents, staff and the Administration. All parents/guardians of students enrolled at DCI will have automatic membership and will be encouraged to participate in the activities of the association. Student government will provide a meaningful opportunity for the student body to begin the process of self-governing as well as establishing a formal mode of communication with the Administration and Board of the Operator.

c. School Management Contracts:

Pursuant to the Combined School Operation Agreement, each of the Consortium Members contracts with the Operator to provide all management and operations for DCI, providing comprehensive educational, business and operational, personnel management, financial

management and reporting, regulatory compliance, facilities management and other services required to operate DCI, including all labor, materials, and facilities required in connection with the same. Moreover, the Operator is required by such agreement to do all of the above in compliance with all applicable legal requirements, including without limitation the requirements of PCSB, OSSE, DC and Federal regulation, and requirements of the International Baccalaureate.

The DCI administrative team, once hired by the Operator Board of Trustees, will be responsible for hiring all other staff for DCI, all of whom will be employed or otherwise contract with the Operator entity directly.

Pursuant to applicable law, each of the Consortium Members will continue to receive funding from OCFO based on their enrollment, including enrollment in grades 6-12. To the extent permitted by applicable law, they will assign their respective rights to such funding to the Operator and otherwise shall be required to pay over an equivalent amount to the Operator upon receipt.

The Operator may consider adding additional schools at the sole discretion of its board of trustees with the approval by PCSB. In the event that DCI ever admits additional schools as members, the additional members would be expected to contract with the Operator on substantially the same terms as the original Consortium Members.

Attachment C Insert

To ensure the health and safety of students, employees, and guests of DCI, the Operator will comply with all applicable federal and District of Columbia health and safety regulation and any applicable requirements of the Occupational Safety and Health Administration. Furthermore, the Operator will submit, before September 16 of each year, a report to the District of Columbia Public Charter School Board and, in each control year to the District of Columbia Financial Responsibility and Management Assistance Authority, a report that documents that the facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia, (including the District of Columbia Fire Prevention Code, DC Code §6-701.01 et seq. (D.C. Fire Code). The report shall be open to public inspection and available upon request. In addition, the Operator will submit to all applicable health and safety inspections by government officials, and take all appropriate steps to ensure appropriate air quality/ventilation, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulation.

In addition to maintaining a safe facility, the Operator will take steps to provide required and appropriate health and safety training to its staff. For example, staff may be required to complete annual courses in preventing, recognizing, and providing basic care for injuries and sudden illnesses until advanced medical personnel arrive. Other training alternatives, as may be required or be customary for urban elementary schools, will be explored. The school will be equipped with appropriate first aid kits, and the Operator will consider, in its selection of a facility and allocation of space within such facility, the applicable requirements for obtaining nursing services from the District of Columbia, including the availability of an appropriately-equipped on-site health unit. In accordance with the DC Code §38-501 et seq. and applicable requirements of the District of Columbia Department of Health, the Operator will also require evidence of students' required immunizations and provide information to parents on such requirements in a timely manner.

The Operator will ensure that the DCI facility meets all requirements of the DC Fire Code for fire safety. In addition, DCI will provide training to staff and students, develop fire evacuation and safety plans, and plan and execute fire and emergency drills in accordance with all such requirements. Emergency routes will be mapped and posted in each room and fire drills will be performed at random on a monthly basis.

If necessary, to ensure the safety of our students arriving at school or departing from school by foot, the Operator will seek assignment of a crossing guard or guards through the Metropolitan Police Department and will consider using volunteers in such role.

Attachment E Insert

All staff of DCI will be employees or contractors of the Operator and in general will be classified as at will employees.

DCI will be a drug free workplace and learning environment. As required by this Agreement, the Operator will conduct background checks on all employees prior to their hiring using an independent private firm with international search capabilities. The Operator will be an Equal Employment Opportunity Employer and will not discriminate on the basis of age, sex, race, color, religion, national origin, pregnancy, marital status, or disability. In accordance with relevant law, all staff will be required to submit police clearance and proof of Tuberculosis testing.

The Operator will verify that the employee is permitted to work in this country and complete Form I-9 for the Immigration and Naturalization Service. DCI, pulling from the experience of the Consortium Members will develop a comprehensive personnel plan that promotes professionalism, distributed leadership, continuous learning, trust and motivation within the staff. This will include customized staff contracts, evaluation plans, salary, and benefit plans and other policies designed to attract and retain a committed and highly qualified staff. Like many innovative charter schools and charter school managers, DCI will attract staff that is enthusiastic about the challenge and opportunity of building a unique language-based International Baccalaureate school.

The Operator will offer salary and compensation packages based on education and experience that are competitive. Employee benefits will include health care, dental care, disability and a retirement savings plan. With respect to any teacher hired from the DCPS, to the extent required by applicable law, the Operator will comply with all DCPS requirements to protect certain rights and benefits of such employees.

Detailed policies concerning employees will be set forth in DCI's employee handbook.

ATTACHMENT F

Pre-Opening Visit Checklist – New Charter School

**Items may be uploaded into Epicenter*

Governance and Management

Area of Review	Examples of Acceptable Documentation
The Board of Trustees has been established.	<ul style="list-style-type: none">• Meeting minutes from the most recent board meeting*• BOT membership roster*
Leadership roles have been filled.	<ul style="list-style-type: none">• Organizational Chart with names• Contracts, including position description

Staffing

Area of Review	Examples of Acceptable Documentation
The number of teachers and staff, including special education and/ or ELL teachers	<ul style="list-style-type: none">• Staffing plan• Teacher roster
Employee roles and responsibilities have been clearly articulated	<ul style="list-style-type: none">• Staff position descriptions
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none">• Employee handbook*• Confirmation of Receipt (e.g., form from handbook; staff meeting sign-in; etc.)
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none">• Background check clearances*
Each teacher has been offered a retirement plan.	<ul style="list-style-type: none">• DC Teacher Retirement Opt In/Opt Out Form, or similar form.
Leave of absence forms for former DCPS employees have been processed and are on file.	<ul style="list-style-type: none">• Leave of absence forms on file and reflect processing through DCPS
Plan for when teachers are absent	<ul style="list-style-type: none">• Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.)

Curriculum and Instruction

Area of Review	Examples of Acceptable Documentation
Needed instructional materials and supplies have been procured to classrooms at every grade level.	<ul style="list-style-type: none">• Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none">• School calendar—includes 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days*

ATTACHMENT F

Area of Review	Examples of Acceptable Documentation
	<ul style="list-style-type: none"> • Class Schedules • Copy of parent/student/family handbook / resource in which calendar was printed, along with confirmation of receipt (however school tracks that information was given to parent).
Provisions have been made for assessing and serving students with special needs.	<ul style="list-style-type: none"> • Evidence that needed staff is on board to provide special needs services, or evidence that services have been contracted. • Documentation that contracts for services equal to or exceeding \$25,000 have been reviewed by PCSB.

Students and Parents

Area of Review	Examples of Acceptable Documentation
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions)	<ul style="list-style-type: none"> • Copy of parent/student/family handbook / resource in which the discipline policy is printed, along with confirmation of receipt *
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> • Student rosters/records are on file and accessible to teachers for planning
Intake process includes measures to identify students with special needs.	<ul style="list-style-type: none"> • Description of process for identifying students with special needs (e.g., copy of information in enrollment packet)
Valid proof of DC residency is on file for each student	<ul style="list-style-type: none"> • All residency forms from OSSE have been completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted.
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> • Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA) • Evidence that the records of students with disabilities are kept in a secure location • Evidence that parents or adult students have been provided with notice of their rights under FERPA
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> • Description of complaint resolution process in employee, parent, and student handbooks. *

ATTACHMENT F

Operations

Area of Review	Examples of Acceptable Documentation
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <ul style="list-style-type: none"> -system to accurately collect and submit daily attendance -system to accurately collect excused absence documentation -system for mandatory reporting to CFSA and/or DC Superior Court, when applicable -system to accurately submit discipline incidents -system to accurately submit Compliance documents to PCSB 	<ul style="list-style-type: none"> • Student Information System is in place • Staff member(s) have been trained on ProActive, the school's Student Information System, and Epicenter
<p>Arrangements have been made for food service.</p>	<ul style="list-style-type: none"> • Food service contract • Documentation that contract equal to or exceeding \$25,000 has been reviewed by PCSB. • Record of Basic Business License (BBL)
<p>Provisions have been made for health services and immunization, if appropriate.</p>	<ul style="list-style-type: none"> • Evidence that health services and immunizations services are available (school nurse, contract with local health facility, etc.) • Evidence of access to the immunization registry and a mechanism for entering immunization data.
<p>There are written plans for such life safety procedures as fire drills and emergency evacuation.</p>	<ul style="list-style-type: none"> • Written plans for life safety procedures included in faculty and student handbooks • Fire drill schedule (one drill within the first ten days; and conducted monthly for the remainder of the school year) *
<p>A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB</p>	<ul style="list-style-type: none"> • Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB

Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation
<p>Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.</p>	<ul style="list-style-type: none"> • Space meets the needs of the program and number of students to be served

ATTACHMENT F

Area of Review	Examples of Acceptable Documentation
Systems are in place for student drop-off and pick-up	<ul style="list-style-type: none"> • Clear plans on file for student drop-off and pick-up before school, during school hours, and after school
Classroom furniture is available for instruction (or will be)	<ul style="list-style-type: none"> • School admin confirms that classroom furnishings are appropriate for the school's educational model
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> • School admin confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> • Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building*
If needed (eg., for a school occupying temporary space), parent permission slips are on file.	<ul style="list-style-type: none"> • Parent permission slips
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> • Certificates of insurance on file at school with coverage in accordance with their charter or meeting the minimum levels recommended*: <ul style="list-style-type: none"> • General Liability - \$1000 per occurrence, \$2000 aggregate • Directors and Officers Liability - \$1000 • Educators Legal Liability - \$1000 • Umbrella Coverage - \$3000; \$5000 if providing transportation • Property/Lease Insurance - 100 percent of replacement cost • Boiler and Machinery Insurance - \$1000 (if appropriate actual loss sustained) • Auto Liability Insurance - \$1000 • Workers Compensation - As required by law

Attachment D intentionally omitted.

Enrollment Procedures and Policies for DCI

MEMBER SCHOOL STUDENTS ENROLLMENT

Steps for Enrollment for Member Schools' Students

1. Intent to Enroll forms are distributed starting early **October** to parents/guardians of students in the incoming grades.
2. Families must return Intent to Enroll Forms **early December**.
3. [Registration Records](#) are distributed in January to families by the member schools.
4. The Registration Records and DC Residency Forms are due by early May. Once this is completed a student is considered Enrolled. Application Forms for siblings will be included with the Registration Record.
5. Students are only assured a spot in their CURRENT language program.

INTENT TO ENROLL

In the Intent to Enroll forms, parents/guardians of fifth and sixth graders will be asked if they intend to enroll their children at DCI for the following school year.

Member school administrators will send/distribute the forms electronically/via paper to students' parents/guardians. Parents/guardians are required to return completed forms to their member school registrar by early **December** to reserve spots for the following school year.

Member schools are expected to collect the Intent to Enroll forms; DCI will pick up the forms from member schools on a bi-weekly basis. DCI will keep a master list and contact families to confirm that their form(s) have been received.

REGISTRATION RECORDS

In **January**, DCI will ask member schools to distribute the Registration Record to parents who filled out the Intent to Enroll. Each school will receive a list of students whose parents should receive the Registration Record form. Here is a link to the [Registration Record](#) form.

The Registration Record will be due early **May**. If DCI does not receive a student's complete Registration Record and proof of DC Residency by the May deadline, then the student will not be guaranteed a spot for the following school year.

NEW STUDENTS APPLICATION AND ENROLLMENT

Steps for Application and Enrollment for New Students who come in via the Lottery

1. Applications open in **November** online at www.dcinternationalschool.org. Member schools will have paper copies.
2. Applications close in **April**.
3. Applications ask the students to rank their language preference.
4. If there are any available slots, then DCI will host a lottery in **April**.

5. [Registration Records](#) are due one week after a student is offered a spot. Beginning two weeks prior to the first day of school, Registration Records are due 24 hours after a student is offered a spot.
6. If a student is chosen in the lottery or off the waitlist, they are placed in their highest-ranked language slot and on a waitlist for the other two languages.
7. If spots open up in a preferred language, then students are moved off/up the language waitlist.
8. Switching language programs via the waitlists is only allowed up until two weeks prior to the opening of school.

For Siblings entering as new DCI students

1. Siblings from all member schools are given preference in their enrolled **SIBLING'S LANGUAGE**.
2. Member schools will send out the Sibling Survey in October to determine sibling numbers. [Paper Survey](#); [Electronic Survey](#). **Sibling Surveys are due early November.**
3. If there are fewer siblings than there are spots available, then siblings will apply and be enrolled concurrently with re-enrolling students.
4. If there are more siblings than spaces, then siblings must apply early **January** and there will be a sibling-only lottery held in **January**. A sibling waitlist will be created based off the lottery.
5. All member school lotteries will be completed by early April. In that process, siblings of entering member school students will be identified and given preference.

[Applications](#) open online at www.dciinternationalschool.org in **November**. Applications close in **April**. To submit an application, parents/guardians may:

- Fill it out and submit online,
- Mail in the forms to DCI, or
- Submit them in person at any member school.

There is a survey to determine whether siblings in incoming grades would like to attend DCI in October: [Paper Survey](#); [Electronic Survey](#). Each member school will send out the survey to their school community in October. The Survey is due in **November**. If there are fewer siblings than available spots, then the siblings will be automatically enrolled in their sibling's member school target language on the same timeframe as current students. Siblings will be placed in a sibling-only lottery if there are more siblings than spots available.

All member school lotteries will be complete by early **April**. In that process, siblings of entering member school students will be identified and given preference.

If additional spaces are available, the lottery will occur in **mid-April**. There will be a random lottery assigning all applicants a number. DCI will pull through the applicants - every applicant will be given a number and placed on the lottery list. DCI will accept as many students as there are spaces available.

Students who are accepted in the lottery do not convey sibling preference to their siblings to attend member schools. This policy is in place because it difficult to determine and track sibling preference into five schools.

Once applicants are accepted through the lottery, they rank their language choices. If no spot in the student's top language choice is available, the student has two options: take the next highest-ranked language spot available, or decline to enroll at DCI. We will endeavor to maintain a waiting list of first choices, but there is no guarantee students will be offered a more preferred language choice. If spots in a more preferred language open prior to the two weeks before school starts the student is moved up the list(s) and switched automatically. For example, there are spots in Spanish only and the student ranked C, F, S, the accepted student would be placed on the Chinese and French waitlists in order of his/her lottery number. If a spot opens in Chinese, the child will be taken out of Spanish, off the French waitlist and placed in Chinese. If parents/guardians ONLY want the first language choice then it is up to them to decline the spot.

The [Registration Record](#) and DC Residency will be due in person one week after the lottery or one week after the student is offered a spot through the summer.

The waitlist will be maintained online until the week prior to the first week of school. We will move quickly down the waitlist. Each Monday we will accept new students and their paperwork will be due the following Friday to secure a spot. If spots become available the last two weeks before school starts and through the school year, paperwork will be due within 24 hours and there will be no options for language other than the spot offered.

When the Registration Record and enrollment paperwork is turned in, the education team will review it to see if the students have background in their target language. If there is background, DCI will test the student and place them into the appropriate level.

These dates will be updated each year in October. If DCI is able to participate in the Common Lottery, the school will plan to and the procedures will be updated.

Attachment H

DCI will adopt policies, procedures and plans to ensure a safe and supportive school environment that will:

- Emphasize care, effective communication and quality relationships based on mutual respect;
- Value effort, present achievable but challenging expectations, build self-esteem and encourage students to be responsible and independent learners; and
- Promote the development of knowledgeable, morally and socially responsible citizens who are self-determined.

DCI will only consider student suspension or expulsion for serious/repeated conduct that violates the rights of others in the school community to feel safe, learn, or maintain property. DCI aims to be a low-suspension/no expulsion school. We believe in consequences that have the student making restitution rather than being excluded from learning. DCI will observe the tenets of restorative justice and positive behavior interventions and supports because it believes that students a) belong in school, and b) that punishment does not change behavior, but intervention does. DCI will include Positive Behavioral Intervention and Supports (“PBIS”) and Restorative Practices such as restorative conferences, peace circles, family conferences, and peer juries in order to be proactive about preventing suspension or expulsion. The discipline provisions of the Individuals with Disabilities Education Act (“IDEA”) are observed regarding consequences for students with disabilities.

- For short-term suspensions (10 days or fewer) the decision to suspend a student shall be made by a Principal or Administrative Designee with or without the recommendation of the student’s teacher or other school employee. The Principal or Administrative Designee will determine the number of days for suspension based on the severity of the infraction, the age of the student, and previous infractions. The suspension shall become effective immediately unless otherwise stated by a Principal or Administrative Designee. After three suspensions from school within the same school year for the same or different chronic infractions, expulsion will be seriously considered. The DCI requires that a parent/guardian attend a meeting with a Principal or Administrative Designee and at least one of the student’s teachers before a student may return to school. Upon notification of suspension, a parent/guardian should contact a Principal or Administrative Designee to schedule this meeting.
- Any student involved in a very serious discipline incident (e.g. Tier 3) may be a candidate for long-term suspension (more than 10 days, maximum of 20 days) or expulsion. IDEA discipline provisions are observed in cases regarding students with disabilities.
- Prior to the determination for a long-term suspension or expulsion, the family will be invited to participate in a School Judiciary Committee meeting so that the family, student and school administration can better understand the incident and determine if a long-term suspension or expulsion is warranted. The School Judiciary Committee meeting is an opportunity for the student and family to engage in a dialogue about the incident in order

to share all pertinent information about the incident and/or student's situation and the family is encouraged to bring mentors or other individuals who might support the family.

- If, after the School Judiciary Committee meeting, the school administration determines that it may still take actions to suspend or expel the student, a Long-Term Suspension or Expulsion Determination meeting will be scheduled with the Head of School and appropriate school personnel. The goal of this meeting will be to summarize the incident and offer the family an opportunity to present evidence of extenuating circumstances for consideration in the final determination. Only the Head of School may make the decision for suspensions exceeding ten days or expulsion.
- The decision to suspend or expel a student shall be made in writing and given to the parent/guardian. The student's parents/guardians have five school days to challenge the suspension or expulsion by submitting an appeal of a Principal's or Head of School's decision, in writing, to the Head of School and Chair of the Board of Trustees. The Board of Trustees will issue a decision in writing to the parents/guardians and the school administration within 5 school days after receiving the appeal. The Chair of the Board of Trustees shall convene a special meeting of the Board of Trustees to consider the appeal of the suspension or expulsion. The student and his or her parents/guardians, the student's teachers, a Principal or Administrative Designee, the Head of School, and other school staff may be invited to participate in this special meeting as the Board sees fit. The decision of the Board of Trustees in affirming or reversing a Principal's or Head of School's decision is final.
- The basis for disciplining, suspending or expelling students with disabilities shall be no different than the basis for such actions taken against students without disabilities. Reasonable accommodation of a student's disabilities shall not prevent DCI from disciplining, suspending or expelling students when behavior not related to the disability threatens the health, safety or welfare of a student, teacher or staff member or repeatedly impairs instruction for the student's classmates. However, under IDEA 2004 students with disabilities are entitled to certain additional procedural protections during the discipline process. These protections include, but are not limited to, requirements for a meeting to determine if behaviors resulting in expulsion or suspension longer than ten (10) days are a manifestation of a student's disability.

DCI will have zero tolerance policies with regard towards the intent to distribute drugs, possession of weapons, or physical violence/ serious threats of violence. The school culture and student discipline will create an orderly environment in which students can embark on their journeys as lifelong learners. DCI administrators will meet with federal and city safety officials and request that the school is updated regularly on security issues and measures needed to ensure the safety of our students and staff. The school will ensure all administrators and designated staff have step-by-step procedures for reporting and handling serious incidents occurring close to the school. Such incidents will be reported to the Metropolitan Police Department. All staff will be trained in how and when to activate our emergency response plan. The school will undertake random drills to test the evacuation plan.

DCI students are expected to demonstrate the attributes of the Learner Profile to ensure that they always:

- Foster their own and others' learning;
- Listen to and follow the instructions of staff members;
- Treat themselves and others in a respectful way;
- Attempt to solve problems in a responsible way; and
- Work, play and move in a way that ensures the safety of themselves, others, and school property.

These expectations apply to all students during all school activities including class, after-school activities, and other special events. Parents and guardians also play an integral role in creating a Safe and Supportive School Environment.

Parents/guardians have the right to:

- Be a partner in a supportive and safe school environment that fosters quality relationships, mutual respect and effective communication;
- See their child experiencing success through meaningful and relevant curriculum;
- Feel safe; and
- Be treated with care, cooperation, courtesy and respect.

Parents/guardians have a responsibility to:

- Actively support and contribute to the development of a safe and supportive school environment;
- Support and encourage their children to participate to the best of their ability in all aspects of the curriculum;
- Behave in a way that respects and supports the safety and well-being of self and others; and
- Treat others with care, cooperation, courtesy and respect.

Parents and Guardians will be encouraged to:

- Inform the school of any situation or information that is relevant and concerns their children's behavior;
- Encourage their children to follow the School Rules and Student Profile;
- Support their children in taking responsibility for their behavior by using problem solving strategies;
- Attend any meetings arranged by the school to discuss their children's behavior; and
- Work in partnership with DCI to develop a safe and supportive school environment.

The following are categories of inappropriate behaviors and the attending consequences to support behavior change:

LEVEL 1	LEVEL 2	LEVEL 3
<p>Low level, minor, infrequent behaviors that do not significantly interrupt the teaching and learning of others:</p> <p>Off task Not finishing work or homework Non-compliance Inappropriate moving around the school Using inappropriate language Chewing gum Littering Spitting Bringing inappropriate items to school Being late Being in an inappropriate area</p>	<p>Persistent behaviors that disrupt teaching and learning, or repeated Level 1 Behaviors.</p> <p>Non-compliance Defiance or disrespect Swearing or other verbal abuse Sexual or racial harassment Teasing or bullying Physical abuse, fighting Unsafe play Theft Vandalism or graffiti Leaving school without permission, truancy Inappropriate use of computers Cheating Possessing tobacco, alcohol or other chemical products Possessing or accessing pornographic material Computer hacking, trashing or interfering in any way with another persons' work or intellectual property</p>	<p>Repeated Level 2 Behaviors, Extreme Violence, Dangerous or Illegal Behaviors while under school jurisdiction:</p> <p>Extreme violence towards self, others or property Using (on school property during the school day) or distributing alcohol or other chemical products Possessing dangerous items or weapons Repeated bullying or cyberbullying</p>
<p>Logical and planned interventions (Least to most intrusive)</p> <p>Clear Direction Rule Reminder Choice Logical Consequence Time Out/Loss of privileges Family Conference</p>	<p>Planned Team Support which will involve teachers, parents, counselors, administration and may include:</p> <p>Suspension of privileges Time in an alternate setting Contracts Family Conference Individual Behavior Plan/Counseling Restitution mutually agreed upon by student/family/affected party Suspension for no more than 2 days</p>	<p>Planned team support which will involve parents, teachers, counselor, administrators and other support agencies as appropriate:</p> <p>Family Conference Restitution mutually agreed upon by student/family/affected party In-School Suspension Drug testing (urine testing) Suspension for no more than 20 days Expulsion</p>

Through PBIS, DCI aims to:

- Recognize and promote responsible and positive behavior;
- Provide a consistent approach to managing inappropriate behavior by applying fair and logical consequences;
- Encourage students to take responsibility for their own behavior by teaching and promoting problem solving and conflict management skills;
- Promote restitution over removal; and
- Not rely on suspension or expulsion for discipline and have a <1% expulsion rate.

While observing the standard code of discipline and levels of consequences established by all schools (and based on those of our elementary feeder schools), DCI will implement a formal PBIS program to establish a respectful community and a safe environment for all students, teachers, and staff. The PBIS team made of teachers, parents, and students will create and maintain a clear and consistent system of positive expectations for the entire school; a system in which all school members understand those expectations and understand why and how these expectations benefit the school community.

PBIS is a team-based approach that includes modeling, teaching, and recognizing appropriate behaviors. It creates, maintains, and teaches behaviors that support a more peaceful world and an environment that facilitates growth.

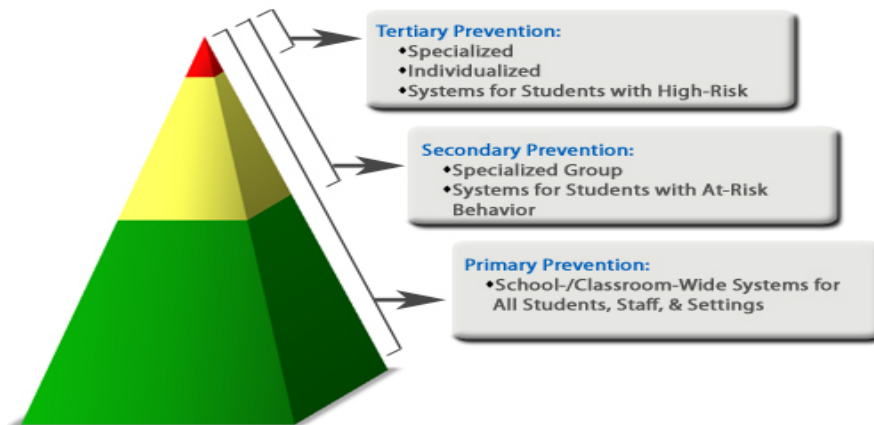
We want students to find affirming adult and peer role models, regular opportunities to experience academic and social success, and social exchanges that foster enduring peer and adult relationships. Students will learn and demonstrate the DCI Principles: Respect Ourselves, Respect Our Community, and Respect Our Environment.

The PBIS Plan will implement and maintain a “Living above the Line” incentive that helps students become more self-determined by taking ownership of their behavior. The team process for PBIS includes:

1. Establishing clear expectations for all students in all settings of the school;
2. Identifying positively stated rules for each expectation tailored to every setting of the school;
3. Teaching students these expectations and rules;
4. Reinforcing students who behave according to the school's expectations/rules;
5. Differentiating between minor (classroom-managed) and major (office-managed) behaviors;
6. Developing specific consequences for students who choose not to conform to school expectations/rules; and
7. Ongoing evaluation of behavioral data and academic data.

Our PBS features a continuum of school-wide instruction and behavioral supports:

Continuum of School-Wide Instructional & Positive Behavior Support



source: OSEP Technical Assistance Center on Positive Behavioral Interventions and Supports: www.pbis.org

Attachment I

Attachment I: Insurance Requirements

District of Columbia International School will provide the following insurance coverage and will submit to PCSB a certificate of insurance within one month of occupying a facility or the beginning of the school year, whichever is earlier.

Attachment J

ATTACHMENT J

Key Personnel

The key personnel include Executive Director and Principal.

Initially, the role of Executive Director will be split into two offices: Chief Operating Officer (Mary Shaffner) and Chief Education Officer (Carmen Rioux Bailey). The role of Principal is filled by Simon Rodberg.

Attachment K

ATTACHMENT K

Maximum Enrollment – District of Columbia International

- Enrollment Ceiling for each year is listed as the Total for that year. The school may enroll greater numbers in a particular grade, as long as it does not exceed the total enrollment ceiling.

Grade	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2024 (at capacity)
6	125	180	194	255	305	280
7	90	135	180	200	255	280
8	0	100	135	195	190	280
9	0	0	100	135	160	280
10	0	0	0	100	135	280
11	0	0	0	0	60	280
12	0	0	0	0	0	280
Total	215	415	609	885	1105	1960
Projected special education						
Projected ELL						
Campuses	1	1	1	1	1	1

Appendix B

10-Year Charter Review

D.C. Public Charter School Board

CHARTER REVIEW ANALYSIS

ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

Background

Elsie Whitlow Stokes Community Freedom Public Charter School was chartered by the Board of Education in 1998 and has been in existence for fourteen years. The school's mission is to prepare "*culturally diverse preschool and elementary students in the District of Columbia to be leaders, scholars, and responsible citizens who are committed to social justice*". The school is located in Ward 5 and currently serves 350 students in pre-school through sixth grade. E. W. Stokes is accredited by Middle States through April 2013 and is in Restructuring Year 1 under NCLB.

The school's dual language focus teaches students to think, speak, read, write and learn in two languages – either English and French or English and Spanish. E. W. Stokes provides its students with a liberal arts, math and science curriculum and emphasizes the development of critical thinking skills. The school has a well developed community service program and includes the systemic involvement of families, volunteers, businesses, and other educational institutions in fulfilling the goals of the school. In February 2008, the PCSB approved a charter amendment to expand the school's academic offerings to preschool and pre-kindergarten.

In SY 2010-11 Stokes won two national awards for their wellness program: the Bronze Recognition Award from the Alliance for a Healthier Generation and the Gold Award of Distinction from the USDA during the Healthier US School Challenge.

According to the school's most recent Program Development Review, the school's mission-specific components of leadership, dual language expectations, and contributions to the community are infused in the curricula of E. W. Stokes. The transition to the Common Core State Standards (CCSS) is in initial stages of development for English Language Arts. Mathematics is scheduled to begin next year. The school has a clear instructional philosophy that is related to the school's mission and is moving toward the implementation of guided reading across all classrooms. The school is developing a comprehensive data management system for collecting, analyzing and distributing data to key stakeholder groups, and to monitor both academic and non-academic targets, and to enhance its ability to respond to grant proposals and requirements.

Although Stokes embraces its mission with fidelity, the school still struggles with obtaining appropriate resources in French and provided limited evidence of resources and instruction for advanced students. There are ample human resources in both the special education and the English Language Learners programs, however, neither the special education nor the ELL subgroup made AYP for the 2011-2011 school year.

D.C. Public Charter School Board

CHARTER REVIEW ANALYSIS

ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

Charter Review Summary

E.W. Stokes Community Freedom Public Charter School is a Tier I school scoring out 67.2 of 100 percentage points under the Performance Management Framework (PMF). The school has not committed any known violations of the conditions, terms, standards or procedures set forth in the charter, including violations relating to the education of children with disabilities; has not engaged in a pattern of fiscal mismanagement; has engaged in generally accepted accounting principles, and is economically viable. Based on its 2010-2011 academic and non-academic performance, E. W. Stokes is not a candidate for charter revocation.

Academic Performance Results

The following analysis of E. W. Stokes' academic performance is based on the four common PMF indicators:

Standard PMF:

(1) Student Progress: Possible Points – 40

Overall, E. W. Stokes' one hundred sixty five (165) 3rd – 6th grade students demonstrated adequate progress in both reading and math on the DC CAS, scoring 13.8 of 20 possible points in reading and 13 of 20 possible in math. Thus, the school earned 26.8 of 40 points or 67 percentage points for its MGP measure.

(2) Student Achievement: Possible Points – 25

Overall, of the one hundred sixty five (165) 3rd – 6th grade students taking the DC CAS reading, 43.4% were proficient and advanced in reading, and 60.9% were proficient and advanced in math. In reading, 9.7% were “advanced only” and 19.4% of the tested students were “advanced only” in math. The school earned .97 of 2.5 points for the “advanced only” in reading; 1.94 of 2.5 points for “advanced only” in math; 4.34 of 10 points for “proficient and advanced” in reading; and 6.09 of 10 points for “proficient and advanced” in math. Thus, E. W. Stokes earned 13.34 out of 25 points or 55.18 percentage points for its Achievement measure.

(3) Gateway: Possible Points – 15

Overall, of the forty-five 3rd graders taking the DC CAS reading assessment, 64.4% were proficient. Therefore, the school earned 8.55 out of 15 points or 64.4 percentage points for its Gateway measure.

D.C. Public Charter School Board

CHARTER REVIEW ANALYSIS

ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

(4) Leading Indicators – 20

Overall, Stokes' attendance rate exceeded PCSB's established ceiling of 95%. The school had a 97.5% attendance rate and thus earned the full 10 points for the attendance measure. The school also earned 8.57 of 10 points for its 84.9% re-enrollment rate.

Non-Standard PMF:

Elsie Whitlow Stokes met 7 out of 9 Early Childhood Accountability Plan targets (78%) for the 2010-2011 school year. Only one of the two missed targets was within 90% of the established target.

(1) Student Progress: 3 targets established

The school met 1 of 3 targets. 100% of preschool and prekindergarten students met the school's target to score at or above the projected level of growth on the Creative Curriculum GOLD assessment. Of the missed targets, only 60% of the kindergarten students met the school's 86% target to score "low risk" on the DIBELS assessment. This target only came within 70% of the established target. Only 72% of first and second graders met the 75% target to score at or above their previous NCE score on the Terra Nova assessment. Although this target was not met, it was within 96% of the established target.

(2) Student Achievement: 2 targets established

The school met both targets for this indicator. The targets set were 70% of kindergarten through grade 2 students would score at or above stanine 4 in reading and math on the Terra Nova assessment. 87% of students met this target in math and 79% of students met this target in reading.

(3) Leading Indicators: 2 targets established

The school met both targets. The average daily attendance for preschool and prekindergarten students was 97% and thus exceeded the 88% attendance target. Kindergarten through second grade students' average daily attendance was 98% which also exceeded their 92% target.

D.C. Public Charter School Board

CHARTER REVIEW ANALYSIS

ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

(4) Mission Specific Accountability Plan Target

Stokes is one of the few schools that chose to include an optional Mission Specific Measure in their accountability plan. The school included two Mission Specific measures (parent satisfaction survey and foreign language oral proficiency assessment) and met both targets. Parents surveyed indicated they were either “satisfied” or “highly satisfied” with the school, thus meeting the target of 80% for this indicator. 76% of the students scored at or above Level 2 on the Student Oral Proficiency Assessment (SOPA), thus exceeding the target which was set at 55%.

Non-Academic Performance Results

The following analysis of Elsie Whitlow Stokes Community Freedom Public Charter School’s non-academic performance is based on §38-1802.13(a) (b) of the School Reform Act:

(1) **Compliance** - There is no evidence that E. W. Stokes has committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in the charter, including violations relating to the education of children with disabilities. The school has submitted Annual Reports and other required documentation in a timely manner; is governed by a Board of Trustees in a manner consistent with the law; and has maintained the health and safety of its students. Elsie Whitlow Stokes Public Charter School received an overall special education review score of 36 of 39 points which means the overall quality of the special education program is exemplary. The school is not under PCSB corrective action and had no compliance issues during the 2010-2011 school year.

(2) **Financial** - Based on the information available, PCSB believes that the Elsie Whitlow Stokes Public Charter School has solid fiscal management processes in place. The school’s audit reports (FY08-FY11) reflect sound accounting and internal controls policies. The school has done an extremely good job submitting all necessary documents to PCSB for review when required. Annual budgets are extremely thoughtful and reflect careful planning and financial savvy. The school continues to perform well in terms of cash flow and liquidity management primarily because of its minimal reliance upon debt as a resource. For the year ending June 30, 2011, the school’s net assets increased by approximately \$770K to \$2.1 million. Additionally, the school’s liquidity ratio of .68 needs to be strengthened to ensure operational well-being into perpetuity. As with any not-for-profit organization, the school should seek to continuously improve its fiscal management and internal controls.

D.C. Public Charter School Board

CHARTER REVIEW ANALYSIS

ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

(3) Economic viability - Based on the information contained in the tables and charts, PCSB staff concludes that Elsie Whitlow Stokes Community Freedom Public Charter School is economically viable and of sound fiscal health.

Appendix C

Renewal Report

15-Year Renewal Report

Elsie Whitlow Stokes Community Freedom Public Charter School

December 6, 2012

DC Public Charter School Board
3333 14th St., NW
Washington, DC 20010
www.dcpubliccharter.com

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RECOMMENDATION

PCSB staff recommends Elsie Whitlow Stokes Community Freedom Public Charter School's charter be renewed based on the school's overall academic, compliance, and fiscal performance.

EXECUTIVE SUMMARY

Elsie Whitlow Stokes Community Freedom Public Charter School ("EW Stokes PCS"), a charter Local Education Agency ("LEA"), was originally authorized by the District of Columbia Board of Education ("BoE") in 1997. In 2002-03, the BoE conducted a fifth year review of the school, and found the school's performance to be satisfactory. In 2007, all charter schools that had been under the authority of the BoE were transferred to the authority of the Public Charter School Board ("PCSB" or "the Board"). In 2011, PCSB conducted a review of EW Stokes PCS, and found the school's performance to be satisfactory. In 2012, the school submitted a petition to renew its charter for an additional fifteen years.

EW Stokes PCS substantially met its goals and student academic achievement expectations. The school met its most critical goals and expectations, particularly those related to measurable student achievements, including its targets for student achievement in science, math, and reading. It also performed strongly on many of its mission-specific goals, including promoting students' physical health, creating a diverse and culturally respectful school community, and instilling a sense of community service in students.

Since 2010-11, PCSB has conducted annual reviews of each charter elementary and middle school's performance through the Performance Management Framework ("PMF"). EW Stokes PCS earned Tier 1 status in 2011 and was in the upper range of Tier 2 in 2012. EW Stokes PCS has submitted an appeal PCSB regarding the accuracy of the reported median growth percentile scores ("MGP") on the DC-CAS. The Office of the State Superintendent of Education ("OSSE") is recalculating this metric, and the appeal will be determined by the school's revised MGP score. If OSSE's recalculation confirms that this data was reported in error at a lower rate, the revised median percentile scores could move EW Stokes PCS from a Tier 2 to a Tier 1 designation for the 2011-12 school year. This very strong performance on the PMF, combined with EW Stokes' meeting its most critical goals and expectations has led PCSB to conclude that EW Stokes has substantially met its goals and expectations and is delivering a quality education to DC students.

Over the past fifteen years, EW Stokes PCS has largely been found to be in compliance with general, special education, and financial law. Additionally, it has demonstrated sound fiscal management and economic viability. For the school years 2008-09 through 2011-12, the school has adhered to the accounting standards, policies, and procedures expected by the Board. PCSB further found EW Stokes PCS to have maintained sound fiscal management and economic viability consistent with the Board's expectations.

GOALS AND ACADEMIC ACHIEVEMENT EXPECTATIONS

The District of Columbia School Reform Act (“SRA”) provides that PCSB shall not approve a charter renewal application if it determines that the school has failed to meet its goals and academic achievement expectations set out in its charter agreement.¹ Goals are general aims, which may be categorized as academic, non-academic, and organizational, whereas student academic achievement expectations (“expectations”) are student academic aims measured by assessments. Goals and expectations are only considered as part of the renewal decision if they were approved by the PCSB Board in a school’s charter agreement, charter amendment, or Accountability Plans (collectively, the “Charter”).

EW Stokes PCS has met 20 of its 22 goals and expectations. The chart below details these determinations. Also included are goals and expectations presented by EW Stokes PCS in its renewal petition.

EW Stokes PCS stopped measuring and reporting on several goals and expectation starting in 2009-10, when the PMF was introduced as a pilot program. Since this time, the school’s early childhood program has been evaluated against Early Childhood Accountability Plans approved by the Board, while its other grades have been evaluated according to the standard PMF. As such, PMF indicators addressed in EW Stokes PCS’ renewal application are included in this chart as well.

	Goal or Expectation	Met?
1	Students will be able to define and discuss their views in a minimum of two languages on various subjects—contemporary or historical.	Yes
2	Students will be able to express themselves clearly using written, oral and artistic mediums.	Yes
3	Students will demonstrate the use of critical thinking.	Yes
4	Students will be able to work cooperatively in teams to produce projects which fully exploit the skills of all participants.	Yes
5	Students will design and perform scientific experiments and evaluate the scientific results of others.	Yes
6	Students will demonstrate capacity to apply mathematical and computation and problem solving skills.	Yes
7	Students will be fully conversant and able to employ technology resources for diverse purposes.	Insufficient Evidence
8	The school will increase students’ knowledge of other cultures, nations and languages.	Yes
9	The school will foster respect for the student’s own culture and that of others.	
10	Students will be able to demonstrate cross-cultural understanding of how different peoples develop alternative ways to respond to common human challenges.	
11	Students will display curiosity, openness, sensitivity and acceptance of diversity and alternative strategies for approaching and resolving issues in their lives.	Yes
12	The school will promote students’ emotional and physical well-being.	
13	Students will be able to balance physical and emotional well-being with their cognitive development.	Yes
14	The school will actively involve students in service to the community while preparing them for citizenship in a multicultural society.	Yes
	Goal or Expectation	Met?

¹ SRA §38-1802.12(c)(2).

15	Students will understand and demonstrate responsibility to their communities.	Yes
16	The school will provide a core liberal arts and science curriculum based on national standards of achievement.	Yes
17	The school will involve businesses, nonprofit organizations and educational institutions and partners to support the academic and non-academic goals of the school. A minimum of two partnerships will be established in the first year with the addition of at least one new partnership each year for the ensuing four years of the charter.	Yes
18	The school will involve families and other community members in all aspects of the school, including support for individual student success (e.g. volunteering, chaperoning, sponsoring/supporting enrichment activities, etc.); periodic review of and input into school objectives and curricula; support for school fundraising activities; development and review of school policies; and participation in school-sponsored activities.	Yes
19	The school will provide enrichment and co-curricular and informal learning activities for students and the entire school community. Each child will be involved in at least one activity. Parents and community members will be encouraged and assisted in identifying and supporting student access to these activities in the school, home and community. In addition, informal learning and community involvement opportunities will be made available to parents, other family members and other members of the school community.	Yes
20	Parents indicate overall satisfaction with the EW Stokes program.	Yes
21	Students will indicate satisfaction.	Insufficient Evidence
22	Students will attend school regularly.	Yes

1. Students will be able to define and discuss their views in a minimum of two languages on various subjects—contemporary or historical.

Assessment: **EW Stokes PCS has met this goal.** In its 2008-13 Accountability Plan, Stokes PCS designated four separate measures of performance on this goal. Three of those four measures are described in this report. Because the fourth measure is tied to an assessment no longer used by EW Stokes PCS, it was not considered in determining whether the school had met this goal.

Measure 1: Students will be proficient readers of the English language as measured by the DC-CAS.

Assessment: **EW Stokes PCS has met this measure.** DC-CAS Reading scores for EW Stokes PCS students have been consistently above the state average and at the school's target for the past five years.

EW Stokes PCS met its Accountability Plan target to increase the percentage of students reading at or above proficient levels by one percent per year, or to 59.3% by 2011-12.²

² See EW Stokes PCS Accountability Plan, School Years 2008-13, attached to this document as Attachment A.

Measure 2: Students will become increasingly fluent in initial sound recognition as measured by DIBELS.

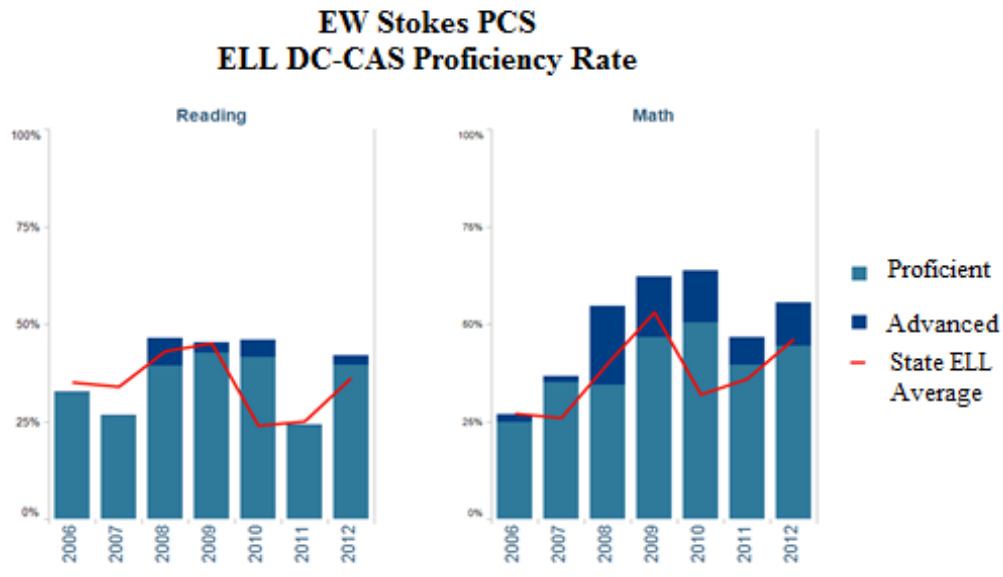
Assessment: **The school met this measure.** The school's kindergarten students have demonstrated consistently increasing performance on Dynamic Inventory of Basic Early Literacy Skills ("DIBELS"), and the school met its early childhood goal in 2012.

While it did not meet its 2010-11 target associated with this assessment, it did meet its 2011-12 target, with 74.4% of its students increasing by one level or maintaining their benchmark score.

Measure 3: Students will be able to communicate effectively in their second language.

Assessment: **The school has met this measure.** EW Stokes PCS has made progress in bringing its English Language Learners (ELLs) to English proficiency.

Its ELL population has either scored at the state average or above for this population in the past five years in reading and math on the DC-CAS, as indicated by the chart below.³



Additionally, it has a large percentage of ELLS that test out of ELL services each year, as indicated by the following chart.

³ Source: focusdc.org/data.

Finally, EW Stokes PCS measures its native English-speaking students' proficiency in Spanish or French using the Student Oral Proficiency Assessment ("SOPA") and the Early Language Listening and Oral Proficiency Assessment ("ELLOPA"). The school demonstrated an upward trend in student growth on this assessment from 2004-20010, and set and met SOPA/ELLOPA targets on its 2011 and 2012 Early Childhood Accountability Plans. The school met its early childhood targets for Spanish and French fluency among English native speakers.

2. Students will be able to express themselves clearly using written, oral and artistic mediums.

Assessment: **EW Stokes PCS has met this goal.**

The school has effectively instituted programs to ensure that students have access to opportunities to explore artistic media. This was evident during the Quality Site Review (“QSR”), where PCSB observers noted students’ art displayed prominently and often throughout the school.

EW Stokes PCS has created a variety of opportunities for students to opt into music and arts based activities and integrated the arts into its liberal arts curriculum. According to the school’s Charter Renewal Application, all students attend daily music or arts classes. Further, arts instruction is aligned with other curriculum goals, particularly grade level themes. Optional art activities available to students are a student choir, a steel drum band, a string ensemble, and a guitar ensemble. Student participating in a focus group during the QSR affirmed that they had many opportunities to participate and music and arts based activities.

3. Students will demonstrate the use of critical thinking.

Assessment: **EW Stokes PCS has met this goal.**

PCSB observers observed students using critical thinking during the Quality Site Review. In particular, an observer noted the challenging vocabulary development curriculum used by EW Stokes PCS teachers.

Additionally, EW Stokes PCS describes in its renewal report how it has implemented several strategies to assist students develop critical thinking skills. The school cites thematic and inquiry-based instruction as one of the teachers’ key tools to develop critical thinking in their students. Students also create portfolios of their work, and are asked to discuss their learning over the past year and defend their opinions. Stokes PCS cites these presentations, along with classroom discussion as key drivers of student development of critical thinking skills.

4. Students will be able to work cooperatively in teams to produce projects which fully exploit the skills of all participants.

Assessment: **EW Stokes has met this goal.**

PCSB observers observed students using critical thinking during the Quality Site Review. EW Stokes PCS students are graded each trimester on their ability to work cooperatively with other students, indicating that the school emphasizes the importance of group work. In the EW Stokes PCS Renewal Application, it is noted that students regularly work in teams on project based learning activities, helping students “learn key academic content and practice 21st century skills, such as collaboration, communication, and critical thinking.”⁴

⁴ See EW Stokes PCS Renewal Report, attached to this document as Attachment B.

5. Students will design and perform scientific experiments and evaluate the scientific experiments of others.

Assessment: **EW Stokes PCS has met this goal.**

With the exception of the 2010-11 school year, the percentage of EW Stokes PCS students scoring proficient or advanced in science on the DC-CAS assessment has been steadily increasing for the past five years. Indeed, the number of students scoring at Proficient and Advanced levels has doubled since the 2007-08 school year.

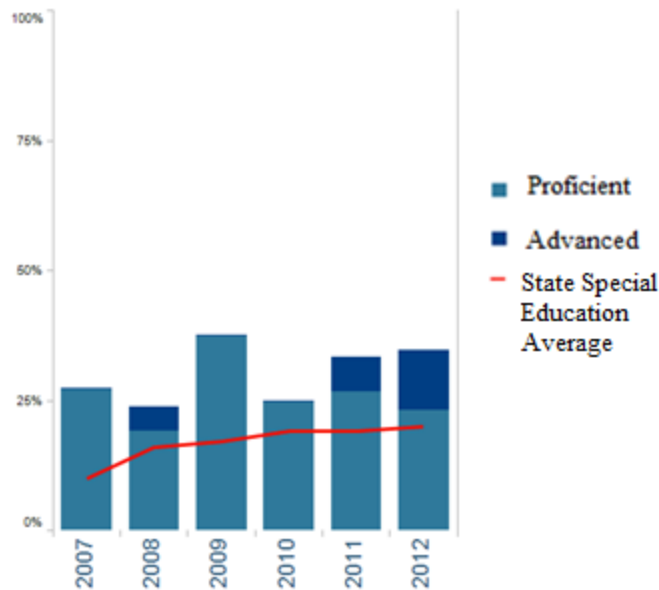
6. Students will be able to apply mathematical concepts in a variety of settings.⁵

Assessment: **EW Stokes PCS has met this goal.** The school's students' DC-CAS math scores exceed the school's target and the DC public charter sector average.

Not only has it done well in math with its general population, EW Stokes PCS has exceeded the state average proficiency rates on the math DC CAS with its students with special needs for multiple years, as indicated in the following chart.

⁵ In its 2008-13 Accountability Plan, the language of this goal was slightly different: "Students will demonstrate capacity to apply mathematical and computation and problem solving skills."

**EW Stokes PCS
Special Education DC-CAS
Mathematics Proficiency Rate**



Finally, the school met the early childhood targets it set for the mathematics section of the Terra Nova exam in both 2011 and 2012.

7. Students will be fully conversant and able to employ technology resources for diverse purposes.

Assessment: **There is insufficient evidence to assess this goal.** The school did not set specific targets or provide clear evidence regarding students' abilities to employ technology. However, its Long-Range Technology Plan and anecdotal evidence of student technology use make clear the school's focus on employing technology to improve students' education. Additionally, students participating in the Quality Site Review Focus Group cited opportunities to use a Media Library after school.

In its Renewal Application, EW Stokes PCS includes its Long-Range Technology Plan in alignment with standards set by the International Society for Technology Education. The plan includes objectives and implementation strategies for improving technology instruction, the use of technology among faculty, administrators, and supportive services staff, and technological infrastructure. In its Long-Range Technology Plan, Stokes PCS set a goal of a student-to-computer ratio of three-to-one; in its Charter Renewal Application, the school cites a current student-to-computer ratio of 3.7: 1.

- 8. The school will increase students' knowledge of other cultures, nations and languages.**
- 9. The school will foster respect for the student's own culture and that of others.**
- 10. Students will be able to demonstrate cross-cultural understanding of how different peoples develop alternative ways to respond to common human challenges.**
- 11. Students will display curiosity, openness, sensitivity and acceptance of diversity and alternative strategies for approaching and resolving issues in their lives.⁶**

Assessment: **Stokes PCS has met these goals.**

As measures of this goal, the school cites a diverse student body and faculty and staff. It also cites its conflict remediation strategies as a way of encouraging mutual respect among students. The school has a racially diverse student population relative to the public charter school sector, and has implemented policies designed to encourage students to practice conflict remediation.

Student Diversity

The school has successfully recruited a diverse student body, as measured by race and English proficiency.

⁶ These four goals were presented separately in EW Stokes PCS' charter application but were spoken to as one goal in EW Stokes PCS' renewal application.

Staff and Faculty Diversity

Stokes PCS has not provided quantitative evidence regarding the diversity of its faculty and staff. As such, PCSB cannot assess the school's performance on this goal using this measure. However, the other evidence presented supports a determination that these goals have been met.

Conflict Remediation

Teachers at Stokes PCS are trained in the Second Step Violence Prevention Program and conduct weekly workshops with students to develop personal conflict remediation skills and anger management techniques. Some students are even trained as Peace Coaches to take a more active role in helping their peers resolve conflicts.⁷

⁷See Appendix B.

12. The school will promote students' emotional and physical well-being.

13. Students will be able to balance physical and emotional well-being with their cognitive development.⁸

Assessment: **Stokes PCS has met these goals.** The school has promoted its students' physical well-being through health and physical education classes and has received multiple awards commending its efforts towards this goal.

In the past few years, Stokes PCS has received two awards recognizing the school for its efforts to promote health among its students: a Bronze National Recognition Award from the Alliance for a Healthier Generation⁹ and the Gold Award of Distinction from the USDA as part of the Healthier US School Challenge.¹⁰

Every student participates in physical education and health classes; older students are allowed to choose specialized subjects in physical education, including bicycling, squash, and dance. The school also has an organic garden, the produce from which is used in the school's cafeteria.¹¹

14. The school will actively involve students in service to the community while preparing them for citizenship in a multicultural society.

15. Students will understand and demonstrate responsibility to their communities.¹²¹³

Assessment: **Stokes PCS has met these goals.** The school's students participate in regular service-based learning activities.

Every trimester, each grade chooses a service-learning project. The projects may be primarily service-based, such as past projects fundraising for victims of the Japanese tsunami and the Haitian and Chilean earthquakes.¹⁴ Other projects are aligned with instructional themes, such as working with leaders of a West African village to design a new well as part of a class project about global access to potable water.¹⁵

⁸ These two goals were presented separately in EW Stokes PCS' charter application but were spoken to as one goal in EW Stokes PCS' renewal application.

⁹ See Annual Report 2009-10, attached to this document as Appendix C.

¹⁰ See Annual Report 2010-11, attached to this document as Appendix D.

¹¹ See Appendix C.

¹² These two goals were presented separately in EW Stokes PCS' charter application but were spoken to as one goal in EW Stokes PCS' renewal application.

¹³ This goal was worded differently in the school's 2008-13 Accountability Plan: "Students will be able to apply interdisciplinary learning to community service projects."

¹⁴ See Appendix D.

¹⁵ See Annual Report 2011-12, , attached to this document as Appendix E.

16. The school will provide a core liberal arts and science curriculum based on national standards of achievement.

Assessment: **Stokes PCS has met this goal.**

As discussed in EW Stokes PCS' Renewal Application, its curriculum was originally based on the Massachusetts curriculum standards, and is currently being aligned to conform to the Common Core State Standards.¹⁶ The curriculum is purposefully mapped to ensure that all students build on the skills they acquired in previous grades.

EW Stokes PCS students take classes in language arts, foreign languages, mathematics, science, social studies, physical education, and art. Their strategy for teaching foreign languages is particularly effective: in every class, there is an English-speaking teacher, and a foreign language speaking teacher, so that the students build their foreign language proficiency throughout the day.¹⁷ Project-based learning is frequently used in EW Stokes PCS' science and social studies classes.

On December 6, 2012, PCSB conducted a Quality Site Review of EW Stokes PCS. PCSB reviewers found qualitative evidence of the curricular methods spoken to in EW Stokes PCS' Renewal Application.

17. The school will involve businesses, nonprofit organizations and educational institutions and partners to support the academic and non-academic goals of the school. A minimum of two partnerships will be established in the first year with the addition of at least one new partnership each year for the ensuing four years of the charter.

Assessment: **Stokes PCS has achieved this goal.** The school has built partnerships with a broad array of external organizations.

In its Charter Renewal Application, Stokes PCS cites its ongoing relationships with seven organizations, including for-profit businesses, educational institutions, and school service providers. The school has also established sister school partnerships with schools in Panama and Martinique for the sixth grade students' International Study Tour.¹⁸ The students' service-based learning projects have also provided opportunities for the school to build relationships with external organizations, such as the Red Cross, the Clinton-Bush Foundation, and the Chilean Embassy.¹⁹

¹⁶ See Appendix B.

¹⁷ See Appendix B.

¹⁸ See Appendix D.

¹⁹ See Appendix E.

18. The school will involve families and other community members in all aspects of the school, including support for individual student success (e.g. volunteering, chaperoning, sponsoring/supporting enrichment activities, etc.); periodic review of and input into school objectives and curricula; support for school fundraising activities; development and review of school policies; and participation in school-sponsored activities.

Assessment: **Stokes PCS has met this goal.** The school provides services to parents and expects families' input in school governance.

The school's counselors provide services directly to families, including individual parent counseling, parent support groups, and assistance in finding community resources.²⁰ Families are also encouraged to participate in the school's annual Parents Leadership Retreat, where families can discuss their expectations for the school and what they see as their roles in meeting those expectations. Parents also regularly volunteer with the school and serve on school committees.²¹

In 2011, Stokes PCS restructured its parent engagement program to increase parental involvement in the school and its students. It instituted a home visit program and Academic Parent Teacher Team meetings to help teachers better understand their students and to help families better understand how to support their students to learn.²²

19. The school will provide enrichment and co-curricular and informal learning activities for students and the entire school community. Each child will be involved in at least one activity. Parents and community members will be encouraged and assisted in identifying and supporting student access to these activities in the school, home and community. In addition, informal learning and community involvement opportunities will be made available to parents, other family members and other members of the school community.

Assessment: **Stokes PCS has met this goal.** The school provides learning activities outside the classroom and, as discussed in other goals, effectively engages parents and the greater school community.

The school provides students with several different opportunities to participate in learning activities outside the classroom. *All About Kids and Families*, Stokes PCS's before and after school program, gives students access to teachers and extra help outside of the classroom, while also promoting teamwork and creativity through sports and arts activities. Stokes PCS also operates a Saturday Academy and a summer camp program for students who need extra help with schoolwork. Stokes PCS provides no evidence by which to assess its performance on the measurable element of this goal, "Each child will be involved in at least one activity."

²⁰ See Appendix E.

²¹ See Appendix D.

20. Parents indicate overall satisfaction with the EWS program.

Assessment: **EW Stokes PCS has met this goal.**

In its 2008-13 Accountability Plan, EW Stokes PCS set a five year target of 90% of parents will be satisfied or very satisfied with the overall school program.²³ However, with the introduction of the PMF, this target was never reported or assessed. Since 2011, the school set and met an early childhood goal that: “80% of parents of pre-kindergarten through second-grade students will report being ‘Satisfied’ or ‘Highly Satisfied’ with the school on the end-of-year Parent Survey.”²⁴

21. Students indicate satisfaction.

Assessment: **There is insufficient evidence to assess this goal.**

Comments on Goal: Stokes PCS did not include this goal in their Charter Renewal Application, but the school and PCSB agreed to assess the school’s performance on this goal in the 2008-13 Accountability Plan. As such, this goal has been included in this report. However, there is insufficient evidence on the record to assess this goal.

22. Students will attend school regularly.

Assessment: **EW Stokes PCS has met this goal.** Average Daily Attendance rates have exceeded the targets set by the school for the past four years. In its 2008-13 Accountability Plan, EW Stokes PCS set a target of a 92% attendance rate. For each of the past four years, the Average Daily Attendance rate has been above 95%. Since 2011, the school has set and met early childhood attendance targets.

²³ See Appendix A

²⁴ The text of the school’s 2010-11 PMF Accountability Plan target is very similar, though it includes the third grade: “80% of parents of preschool through third-grade students will report being ‘Satisfied’ or ‘Highly Satisfied’ with the school on the end-of-year Parent Survey.”

COMPLIANCE WITH APPLICABLE LAWS

The SRA provides that the Board is justified in not approving a charter renewal application if it determines that the school has committed a material violation of applicable laws.²⁵ Several such laws are specifically referenced in the SRA, and PCSB has also monitored schools' compliance with additional laws. The following section identifies these laws and includes a determination of whether EW Stokes PCS has consistently complied with these laws over the past fifteen years.

Overview of School's Legal Compliance

Over the past fifteen years, EW Stokes PCS has largely been found to be in compliance with general, special education, and financial laws. In 2007, when Stokes underwent its first compliance review by PCSB, it was found to be substantially in compliance with all applicable laws and regulations.²⁶ In school year 2011-12, PCSB found EW Stokes PCSB to be compliant with all applicable laws and regulations.²⁷

General Laws

Health and Safety

EW Stokes has been broadly in compliance with health and safety laws, although there have been some exceptions over the school's 15-year history. In school year 1998-99, the school lacked a Certificate of Occupancy.²⁸ In school year 2000-01, the school had not upgraded its Certificate of Occupancy to include its grade three population.²⁹ In school year 1999-2000, all student health records from a random sample of fourteen health records were found to be incomplete.³⁰

In school year 2000-01, the school had not undergone an annual fire inspection.³¹ In 2002-03, the school was found to not have an established fire drill schedule or a plan for emergency evacuation.³²

Enrollment and Attendance

The SRA requires schools to conduct a fair and open enrollment process that randomly selects applicants and does not discriminate against students. DC regulations require students to attend 180 days of school each year.³³ EW Stokes has been broadly in compliance with this requirement, with a few exceptions. EW Stokes PCS did not comply with this regulation in school years 1998-99 (during which the school calendar reflected 179 instructional days) and 2002-03 (during which the school calendar reflected 174 instructional days).³⁴

Maintenance and Dissemination of Student Records

The Family Educational Rights and Privacy Act requires schools to properly maintain and disseminate student

²⁵ SRA §38-1802.12(c)(2).

²⁶ See EW Stokes PCS Compliance Review (2007), attached to this document as Appendix F.

²⁷ See EW Stokes PCS Compliance Review (2011-12), attached to this document as Appendix G.

²⁸ See EW Stokes PCS Five-Year Review Report (2003), attached to this report as Appendix H.

²⁹ See Appendix H.

³⁰ See Appendix H.

³¹ See Appendix H.

³² See Appendix H.

³³ DCMR A-2100.4.

³⁴ See Appendix H.

records.³⁵ In 1999-2000, six student records of a random sample of fourteen student records were found to be incomplete.³⁶

Title I of the Elementary and Secondary Education Act

Because EW Stokes PCS receives Title I funds, it is expected to adhere to a number of requirements under the ESEA, including hiring “Highly Qualified Teachers” and communicating certain information to parents about its participation in the NCLB program.³⁷ EW Stokes PCS Compliance Review Reports indicate that EW Stokes PCS has remained substantially in compliance with these requirements.

Civil Rights Statutes and Regulations

Charter schools must comply with all applicable local and federal civil rights statutes.³⁸ There is no indication in the record that EW Stokes PCS has not been in compliance with these requirements.

Governance

The SRA requires that a school’s board of trustees have an odd number of members on it that does not exceed fifteen, of which the majority must be DC residents, and two must be parents.³⁹ In its fifth year review, EW Stokes PCS’ Board of Trustees was found to have been out of compliance with this requirement in school year 1999-2000.⁴⁰ Since then, EW Stokes PCS has been in compliance.

Special Education Laws

Schools are required to comply with Subchapter B of the Individuals with Disabilities Education Act⁴¹ and Section 504 of the Rehabilitation Act of 1973.⁴² EW Stokes PCS remained substantially in compliance with these laws from 1998-2003.⁴³ In 2012, PCSB conducted a desktop audit of eight special education indicators to assess Chavez’s compliance with special education laws, and found that EW Stokes PCS has remained substantially in compliance.⁴⁴

According to a 2010 OSSE determination, EWS was found to fulfill 84% of special education requirements and received a rating “Meets Requirements.” This is supported by historic PCSB PDRs, in which EW Stokes PCS was found to be either “Proficient” or “Exemplary” on all indicators that related to special education compliance. PCS earned an “Exemplary” rating on issues related to special education compliance in the most recent Comprehensive Special Education Review conducted by PCSB.

³⁵ 20 USC §1232g.

³⁶ See Appendix H.

³⁷ 20 USC §6300, *et. seq.*

³⁸ SRA §38-1802.02(11). This includes The Age Discrimination Act of 1985, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, §504 of the Rehabilitation Act of 1973, part B of the Individuals with Disabilities Education Act, and the Americans with Disabilities Act of 1990.

³⁹ SRA §38-1802.5(a).

⁴⁰ See Appendix H.

⁴¹ 20 USC §1411, *et seq.*

⁴² 20 USC §794.

⁴³ See Appendix H.

⁴⁴ See Desktop Audit, attached to this report as Appendix I.

Financial Laws

Procurement Contracts

The requires DC charter schools to utilize a competitive bidding process for any procurement contract of \$25,000 or more, and within three days of awarding such a contract, to submit to PCSB all bids received, the contractor selected, and the rationale for which contractor was selected.⁴⁵ To ensure compliance with this law, PCSB requires schools to submit a Determinations and Findings form to detail any qualifying procurement contract entered into.

Upon being transitioned from the Board of Education to PCSB in 2007, EW Stokes PCS was fairly consistent with its submission of contracts to PCSB for review. Five Determinations and Findings forms were submitted to PCSB between 2007 and 2009. However, the school has not recently submitted information about \$25,000+ contracts, as required by DC law. The school identified 23 \$25,000+ expenditures in its FY2010 and FY2011 audited financial statements, but no Determinations and Findings forms were submitted to PCSB for review. In 2012, EW Stokes PCS' 2011-12 financial audit indicated that the school had entered into 13 such contracts, but it had not submitted any corresponding Determinations and Findings forms. This is an important issue and must be addressed in the renewed charter.

Timely Audits

The SRA requires schools to submit to PCSB an annual financial audit conducted by an independent certified public accountant or accounting firm.⁴⁶ EW Stokes PCS did not submit their audit in a timely manner in 2000.⁴⁷ The school has submitted its audits in the timely manner over the past four years.

Submission of Information about Donors and Grantors

The SRA requires schools to submit to PCSB an annual list of all donors and grantors that have contributed monetary or in-kind donations having a value equal to or exceeding \$500.⁴⁸ EW Stokes PCS has complied with this requirement by reporting on such donors in recently submitted annual reports.⁴⁹

⁴⁵ SRA §38-1802.04(c)(1).

⁴⁶ SRA §38-1802.04(c)(11)(ix).

⁴⁷ See Appendix H.

⁴⁸ SRA §38-1802.04(c)(11)(xi),

⁴⁹ See Appendix C; Appendix D; Appendix E.

FISCAL MANAGEMENT AND ECONOMIC VIABILITY

The SRA requires the Board to revoke a charter at any time if it determines that the school:

- Has engaged in a pattern of nonadherence to generally accepted accounting principles;
- Has engaged in a pattern of fiscal mismanagement; or
- Is no longer economically viable.

As part of the 15-year renewal process, PCSB has reviewed EW Stokes PCS' documentation supporting these areas. **Over the course of fifteen years EW Stokes PCS has demonstrated adherence to generally accepted accounting principles, sound fiscal management, and economic viability.** In its fifth-year review, it was noted that its financial future "appear[ed] to be stable."⁵⁰

Adherence to Accounting Principles

Based on a review of EW Stokes PCS' financial record, PCSB concludes that EW Stokes PCS has adhered to generally accepted accounting principles and all applicable accounting rules and regulations dictated by the Financial Accounting Standards Board. A review of EW Stokes PCS' financial audits since 2008 reveals adherence to such accounting principles.

Key results of EW Stokes PCS' FY 2011 financial audit are:

- The school's financial statements were conformed to accounting principles generally accepted nationally;
- The school's financial statements were absent of matters involving the internal control over financial reporting that are considered to be deficiencies; and
- The school's financial statements were absent of instances of noncompliance that are required to be reported under Government Auditing Standards as promulgated by the U.S. Government Accountability Office.

Fiscal Management

EW Stokes PCS has solid fiscal management processes in place. The school's audit reports over the last four years reflect sound accounting and internal controls policies. It has consistently submitted all necessary documents to PCSB in a timely manner when required.

For the year ending June 30, 2011, the school's net assets increased to \$2.1MM from \$1.3MM the prior year and represents a four year peak for the school. One point of contention is the school's below par liquidity metrics. The school's liquidity ratio (its ratio of cash to debt) of .54:1 is 46 basis points lower than what is deemed safe for a public charter school. An adequate measurement is a one-to-one ratio.

Based on its FY 2011 financial audit, the school has clear, written internal controls in place to provide checks and balances to minimize the chance of misappropriation of funding. In this regard, efforts to strengthen internal controls should be continuous.

⁵⁰ See Appendix H.

The school should also strive to maintain a healthy net asset reserve, which will ensure that a school can maintain its operations if planned revenues due not materialize in a timely fashion. PCSB supports schools' attainment of current asset accumulations capable of absorbing three to six months of operational expenditures. For the period ending June 30, 2011, EW Stokes PCS' total current assets approached \$518K and monthly expenditures were slightly more than \$520K, representing an asset reserve of less than one month. Presuming that monthly expenditures continue to hover around FY 2011 levels, school leadership needs to strive to increase current assets by 200-300% over the next few fiscal periods.

Economic Viability

Although a review of the record indicates EW Stokes PCS is economically viable⁵¹, it should be noted that a significant portion (approximately 95%) of the school's total asset position is attributable to fixed assets, indicating the school's reliance on debt to finance its expansion. High levels of fixed assets relative to current assets, coupled with minimal liquid assets, could lead to insolvency. For a detailed overview of EW Stokes' finances since 2008, please refer to Appendix B.

One indicator of economic viability is a positive year-end annualized net income, which indicates that school management effectively deploys financial resources. EW Stokes PCS has concluded its two most recent fiscal periods with positive net income balances.

Another indicator of economic viability is high net asset reserves, which demonstrates a school's solvency and depicts the "net-worth" of the school should it be required to dissolve. EW Stokes PCS has amassed an adequate net asset reserve (see table below). For the period ending June 30, 2011, EW Stokes PCS' total net assets in excess of total debts approached \$2MM.

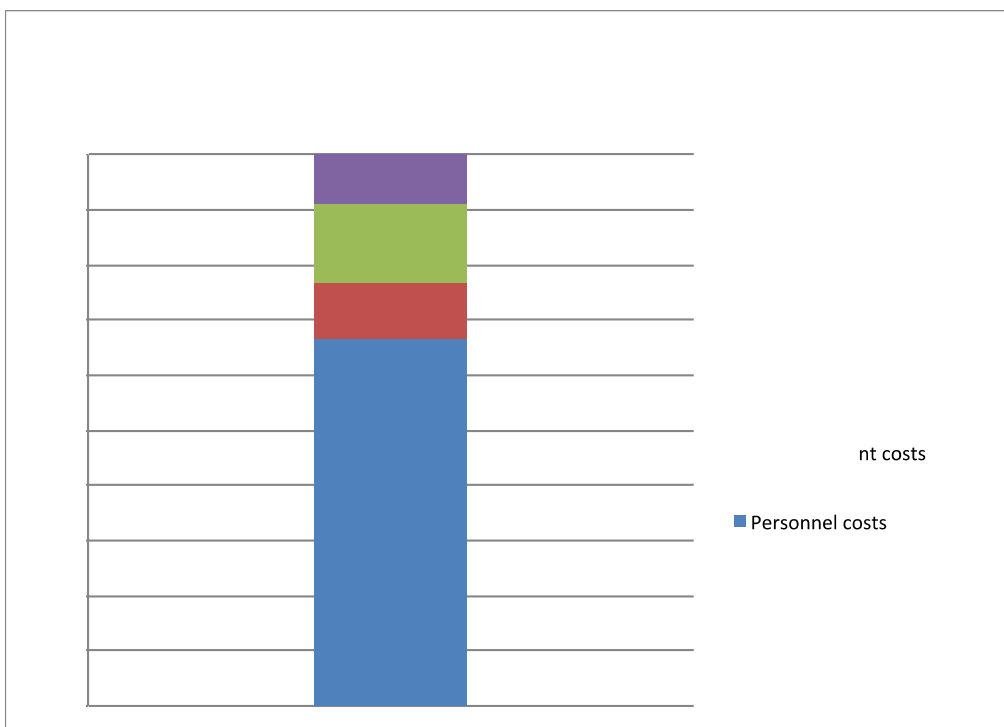
Fiscal Period	2008	2009	2010	2011
Net Income	\$(33,140)	\$(298,565)	\$108,107	\$804,713
Cumulative Reserves	\$809,145	\$510,580	\$1,297,543	\$2,102,256

A positive year-end amount of net working capital demonstrates a school's ability to meet immediate financial obligations and is another indicator of economic viability. Additionally, a liquidity ratio greater than one points to a school's ability to satisfy immediate financial obligations. EW Stokes PCS has struggled mightily with measures of liquidity and could conceivably continue to do so if its current asset base is not increased by a minimum of 200% within the next few fiscal periods (see table below). As previously mentioned, the school's liquidity ratio of .54:1 is 46 basis points lower than what is deemed safe for a public charter school. An adequate measurement is a one-to-one ratio. The school should continue to strive to increase its liquidity to ensure that short-term payables are effectively managed and cash levels are adequate to cover impending debt payments.

Fiscal Period	2008	2009	2010	2011
Net-working capital:	\$(2,042,289)	\$(1,423,823)	\$(2,478,649)	\$(447,855)
Liquidity ratio:	0.21	0.14	0.17	0.54

⁵¹ See E.W. Stokes activities and financial analysis sheet, attached to this document as Attachment J.

The chart below details EW Stokes PCS’ expenditures as a percentage of revenues. The school makes spending decisions appropriate for managing education programs. Salaries and occupancy costs are in line with comparable industry amounts and PCSB financial metrics for general education charter schools.



Another indicator of the economic viability of a public charter school is student enrollment. DC public charter schools receive on average 85-90% of their annualized revenues as a result of funding received from DC for student enrollment. Public charter schools with consistent annual enrollment levels are more likely to have satisfactory financial performance metrics than those who do not. A quick look at the enrollment history for EW Stokes PCS yields the following:

	Unaudited	Audited	Audited	Audited	Audited	Five-year
	FY2013	FY2012	FY2011	FY2010	FY2009	Average
EW Stokes	342	350	350	326	314	336
Annual growth rate	-2%	0%	7%	4%	N/A	2%

As shown above, the school has a five-year average enrollment of 336 and has grown at about 2% per year since 2009, an indication that the school continues to attract students and remains a value proposition to DC parents and students alike.

Appendix D

PMF as Goals Policy

POLICY TITLE:	Elect to Adopt the Performance Management Framework as Charter Goals
ADOPTION/EFFECTIVE DATE	Adopted: February 25, 2013 Updated: May 19, 2014 Updated: November 17, 2014 Updated: November 16, 2015 Updated: March 20, 2017 Updated: September 18, 2017

PURPOSE of this Revision

The revision to this policy corrects one word in the grandfather clause of the Elect to Adopt the Performance Management Framework ("PMF") as Charter Goals policy. DCPCSB staff included a grandfather clause in the revisions to this policy specifically for schools undergoing review or renewal in school year ("SY") 2017-18 or SY 2018-19. One of the terms for these schools to be deemed as fully meeting the charter goals and academic achievement expectations currently states that schools must have "met all early childhood PMF **targets** in SY2013-14". This language should read that schools must have "met all early childhood PMF **floors** in SY2013-14". The corresponding footnote likewise changes from targets to floors.

ELECT PMF AS GOALS POLICY

Schools may choose to replace their charter goals and student academic achievement expectations with the Performance Management Framework(s), as amended over time, for the grade levels they serve. Upon a school's request, the below review and renewal language and improvement clause will be added to its charter as an amendment, which will be approved by DC PCSB's Board. For specific information related to the timing of charter goals amendments, please refer to our Policy for Charter Amendments and Revised Goals and Academic Achievement Expectations.

The goals and student achievement expectations for students attending a given public charter school will be updated from those currently detailed in its charter, or subsequently created accountability plans, and replaced with the Early Childhood/Elementary/Middle School ("PK-8"), high school ("HS"), and/or adult education ("AE"), PMFs. Any updates to the PMF(s), including changes in state assessments, performance indicators, floors, targets, and formulas will be automatically updated and accepted by the school without requiring a charter amendment as long as the PMF was updated through a fair and transparent process involving a task force that comprises school leaders, charter advocates, and DC PCSB staff and was officially adopted by DC PCSB's Board of Trustees in a public vote. Charter schools with mission-specific goals, non-academic goals, and/or goals relating to achievement gaps or subgroup performance are encouraged to include these as supplemental goals and academic achievement expectations. Wherever possible these

should be measurable and feasible to assess objectively.

Upon adoption, the new PMF-based goals will be used to evaluate a school's performance for the years beginning with the year the PMF was formally adopted by the Board. The Board formally adopted the ES/MS PMF for schools serving grades 3-8, or a subset thereof, (now PK-8) and the HS PMF in school year 2010-11. The Board formally adopted the EC PMF (now included in the PK-8 PMF) and the adult education PMF in school year 2013-14. Through the 2017-2018 review cycles PCSB will provide flexibility in the use of the 2014-15 Partnership for Assessment of Readiness for College and Careers ("PARCC") scores in calculating a school's PMF score as indicated below. However, PCSB will continue to use the non-PARCC-related PMF measures (e.g. attendance, re-enrollment, SAT, CLASS) as well as prior year DCCAS results to determine school performance during a charter review and renewal.

PCSB will not score or tier the PK-8 or HS PMF for the 2014-15 PMF. The school's performance on each measure will be displayed separately without percentages of total points.

Fifth-Year Charter Review

In order for a school serving grades prekindergarten through 12, or any subset thereof, that has adopted the PMF¹ as goals and student academic achievement expectations to be considered as having met its goals and student achievement expectations at its fifth-year charter review, the school's average PMF score for the first four years must be equal to or exceed 40%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF's scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

Tenth-Year Charter Review

In order for a school serving grades prekindergarten through 12, or any subset thereof, that has adopted the PMF¹ as its goals and student academic achievement expectations to be considered as having met its goals and student academic achievement expectations at its tenth-year charter review, the school will need to have earned an average PMF score since the previous review equal to or exceeding 45%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF's scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

¹ See table at end of policy for which PMFs are applicable to this policy since school year 2010-11.

Charter Renewal and Every Review Thereafter

In order for a school serving grades prekindergarten through 12, or any subset thereof, that has adopted the PMF as its goals and student academic achievement expectations to be considered as having met its goals and student achievement expectations at its 15-year charter renewal and every review thereafter, a school will need to have earned an average PMF score since the previous review equal to or exceeding 50%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF's scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

If there is a conflict between the terms in the Hold Harmless section and existing charter agreements, the existing charter agreement terms will supersede the Hold Harmless section of the Elect the PMF as Goals Policy.

Tier 3 PMF Results

As stated in the 2016-17 PMF Policy & Technical Guide, a school with a Tier 3 PMF result that meets one or more of the below criteria may be subject to a high-stakes review to determine whether the school's charter should be revoked pursuant to the School Reform Act (SRA).

- PK-8 or HS PMF score of 20.0% or lower in the most recent year.
- PK-8 or HS PMF score that is a 5.0% decrease or greater within Tier 3 from one year to the next.
- Adult Education PMF score in which the school earns an N/A or 35.0% or less of the possible points in three or more indicators.
- Any school performing in Tier 3 for any three of the previous five years.

Additional Review Outside of 5-year Cycle

DC PCSB may, as permitted by law,² elect at any time to conduct an "out-of-cycle" review – that is, outside of the reviews that occur every five years. Out-of-cycle reviews may be due to a school's Tier 3 status, or because a school is identified as low-performing by the Office of the State Superintendent of Education ("OSSE") under ESSA, or for other reasons of poor performance or non-compliance. When conducting such a review, DC PCSB will conduct an "out of cycle" charter review using the last five years of the school's data to determine if the school is meeting its charter goals under this policy. If a school is reviewed out-of-cycle, DC PCSB will evaluate the school according to the most recent review standard. For example, if a school is in its 7th year of operation, DC PCSB would conduct a review using the previous five years of data to determine if it is meeting the five-year review standard. If a school is in its 12th year of operation, DC PCSB would

² D.C. Official Code § 38-1802.12(a)(3) states that "An eligible chartering authority that grants or renews a charter ...shall review the charter at least once every 5 years..." Thus DC PCSB may review a charter more than once within a 5 year cycle.

conduct a review using the previous five years of data to determine if it is meeting the ten-year review standard.

New Campuses of Existing LEAS/Campuses with Multiple PMF Frameworks

If existing LEAs open new campuses between charter review cycles, their new campuses must have at least two years of PMF scores prior to the next review to be evaluated on their student academic achievement expectations.

In the case that new campuses have three years of PMF scores, new campuses will be evaluated based on the LEA's standard for review. For example, if a 10-year old LEA has a new campus that has three years of PMF scores, that new campus will have to meet the 10-year review standard. New campuses with only one year of a PMF score will not have their score included in the upcoming review. At charter review or charter renewal, continuance or closure/revocation decisions applied to the LEA's existing campuses will also be applied to the new campus whose scores were not included in the review or renewal analysis because only one score was available.

In the case that new campuses or a campus with a new framework (such as a middle school that is growing to grade 12) only has two years of PMF scores prior to the next review, those new campuses or the newest grades that use a different PMF framework (in the case of expanding schools) will be held to the 5-year review standard.³ At the following review, the new campuses and new frameworks would have to meet the LEA's standard for review. For example, if a 10-year old charter middle school grows to serve through grade 12, and only has two high school PMF scores at the time of its 10-year review, DC PCSB would evaluate grades 6 through 8 using the ten-year review standard, and grades 9 through 11 using the 5-year review standard. At the LEA's 15-year charter renewal, all grades would be held to the 15-year charter renewal standard.

Grandfather Clause for Schools Undergoing Review or Renewal in SY 2017-18 and SY 2018-19

For campuses that transitioned to a new PMF framework after SY 2013-14 (those that were previously on the Early Childhood PMF framework and are now on the PK-8 PMF framework) that are undergoing review or renewal in SY 2017-18, the campuses' standard for review or renewal is as follows:

In order to be deemed as having fully met⁴ the charter goals and academic achievement expectations, the campus will need to have:

- Met all Early Childhood PMF floors in SY 2013-14; and
- Obtain an average score of 40% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for five-year

⁴ DC PCSB will determine a school to have substantially met their goals if they meet the PMF percentage average for their review cycle but missed no more than a quarter of their EC PMF floors in SY 2013-14. DC PCSB will determine a school to have partially met its goals if it meets the percentage average for their review cycle but missed no more than half of their EC PMF floors in 2013-14.

- review schools; OR
- Obtain an average score of 45% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for ten-year review schools; OR
 - Obtain an average score of 50% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for fifteen-year charter renewal schools and all subsequent reviews/renewals.
 - SY 2012-13 Early Childhood PMF pilot and SY 2012-13 Accountability Plan results will be displayed but not included in the analysis of whether or not schools met their charter goals and academic achievement expectations.

Board Approval Acknowledged by:

A black rectangular box redacting the signature of Darren Woodruff.

Darren Woodruff
DC PCSB Board Chair

Appendix E

2016 QSR



May 11, 2016

Erica McGrady, Board Chair
Elsie Whitlow Stokes Community Freedom PCS
3700 Oakview Terrace NE
Washington, DC 20017

Dear Ms. McGrady,

The District of Columbia Public Charter School Board (DC PCSB) conducts Qualitative Site Reviews to gather and document evidence to support school oversight. According to the School Reform Act § 38-1802.11, PCSB shall monitor the progress of each school in meeting the goals and student academic achievement expectations specified in the school's charter. Your school was selected to undergo a Qualitative Site Review during the 2015-16 school year for the following reason:

- School eligible for 20-year Charter Review during 2017-18 school year

Elsie Whitlow Stokes Community Freedom Public Charter School (Stokes PCS) gave DC PCSB permission to conduct the Qualitative Site Review a year in advance.

Qualitative Site Review Report

A Qualitative Site Review team conducted on-site reviews of Stokes PCS between February 22, 2016 and March 4, 2016. Enclosed is the team's report. You will find that the Qualitative Site Review Report focuses primarily on the following areas: charter mission and goals, classroom environments, and instructional delivery.

We appreciate the assistance and hospitality that you and your staff gave the monitoring team in conducting the Qualitative Site Review at Stokes PCS.

Sincerely,

Naomi DeVeaux
Deputy Director

Enclosures
cc: School Leader

Qualitative Site Review Report

Date: May 11, 2016

Campus Name: Elsie Whitlow Stokes Community Freedom PCS

Ward: 5

Grade levels: Pre-kindergarten 3 – grade 8

Total Enrollment: 350

Students with Disabilities enrollment: 23

English Language Learners enrollment: 59

Reason for visit: 20-year review

Two-week window: February 22 – March 4, 2016

Number of observations: 24

Summary

Elsie Whitlow Stokes Community Freedom PCS (Stokes PCS) has the following mission: The Elsie Whitlow Stokes Community Freedom Public Charter School prepares culturally diverse elementary school students in the District of Columbia to become leaders, scholars, and responsible citizens who are committed to social justice.

Stokes PCS offers a dual language program for students in DC focused on inquiry learning. The school offers tracks in either Spanish or French with full immersion in pre-kindergarten (PK) and then classes in the target language half of the time and English the other half for kindergarten through fifth grade. With a Master or Leader Teacher and Resident Teacher or student teacher in most classrooms, students have access to support from multiple adults who share the implementation of the school's mission and vision. There is a focus on the culture of the school as evident through the consistent collaboration among teachers and students observed in all classrooms at each grade level.

The Qualitative Site Review (QSR) team used the Charlotte Danielson Framework for Teaching (see Appendix I) to score observations in two domains: Classroom Environment and Instruction.

The QSR team scored 93% of the observations as distinguished or proficient in the Classroom Environment domain. In these observations teachers and students had a good rapport with each other and a culture of respect and high expectations permeated throughout the school. Teachers had consistent processes in place for transitioning students between work groups and had established clear standards of conduct.

The QSR team scored 84% of the observations as distinguished or proficient in the Instruction domain. Teachers clearly described the purpose of each lesson and used an array of questioning techniques to keep students intellectually engaged. Teachers circulated throughout small group and individual work time to focus on the students' questions and assess their learning.

In addition to observing general education classrooms and students, the QSR team includes reviewers with expertise in special education and English language acquisition. These specialists take a close look at the school's instruction with these populations.

While their ratings are included in the overall school's performance, descriptions of their findings are below:

Specialized Instruction for Students with Disabilities

Stokes PCS completed a special education questionnaire prior to the site visit in which they stated that a learning specialist would be observed being a resource and support to the general education teacher in modifying and accommodating lessons to meet the needs of students with disabilities. According to the survey, teachers used many resources to support their students with disabilities, including assistive technology, manipulatives, differentiated texts/libraries, graphic organizers, and timers. Observers expected to see these supports when visiting the school.

During the special-education specific observations services were provided using a push-in and pull-out model, which was not mentioned in the questionnaire. The general education and special education teachers collaborated to provide instruction and academic supports to students with and without disabilities. During a one-on-one pull-out session, a special education teacher worked on specific language-arts skills with a student. The SPED teacher was able to adapt instruction and the overall lesson based on the student's feedback and understanding. All students appeared to be comfortable with seeking assistance, direction, and support based on their eagerness to ask questions from both teachers in the class as they worked through whole-group, guided, and independent practice activities.

Instruction for English Language Learners

EW Stokes PCS outlined their services and approaches to English Language Learner (ELL) instruction in response to the ELL questionnaire prior to the two-week window. The school explained that it uses Sheltered Instruction for ELL students. This model provides teachers with content, language objectives and key vocabulary for effective content-based instructional design and delivery. The ELL specialist expected to see Sheltered Instruction in the general education classrooms.

During the two-week window, the ELL QSR specialist observed ELL teachers engaged in many strong Sheltered Instruction practices. The teachers engaged the students one-on-one and in small groups, using questioning and informal assessments (thumbs up, thumbs down, and visual checks) to gauge the progress and needs of their students. The ELL teachers used specific language objectives from the English content teachers or their own, to drive the instruction. Teachers were explicit in stating the learning objectives and in relating the objectives to the larger, language learning context. The teachers also used appropriate language leveled materials and activities and allowed for sufficient wait-time for the students when answering questions. The ELL teachers emphasized the use of academic vocabulary and incorporated key vocabulary into the learning task, through

teacher language, questioning, and correct student speech and writing. The students were engaged and eager to participate, even when they were reluctant to speak. The teachers valued and respected the students' contributions.

CHARTER MISSION, GOALS, AND ACADEMIC ACHIEVEMENT EXPECTATIONS

This table summarizes Stokes PCS's goals and academic achievement expectations as detailed in its charter and subsequent Accountability Plans, and the evidence that the Qualitative Site Review (QSR) team observed of the school meeting those goals during the Qualitative Site Visit.

Mission and Goals	Evidence
<p>Mission: The Elsie Whitlow Stokes Community Freedom Public Charter School prepares culturally diverse elementary school students in the District of Columbia to become leaders, scholars, and responsible citizens who are committed to social justice.</p>	<p>During the two-week window, the QSR team observed a culturally diverse school population in the staff and student body. Students collaborated on group projects and tasks. During this collaboration time, students took turns being leaders among their peers. Teachers also gave cues to show their students how to be leaders, modeling how students can solve their own problems and handle conflicts between themselves.</p> <p>In all of the QSR observations, students worked hard and put forth good effort. Students were comfortable looking up questions on the computers and worked well independently.</p> <p>Students at Stokes PCS took pride in their environment to become responsible citizens committed to social justice. During one observation two students quickly picked up the broom and dustpan to clean up crumbs on the floor from the snack at the end of recess. In the entrance of the school was a large poster with "hands across the waters, taking care of our global community" written on it. On other bulletin boards were common themes such as "Respect our community," "Creating our community," and "I will take care of my community." The school also tends a community garden in front of the building.</p>
<i>Goals:</i>	

Mission and Goals	Evidence
<p><i>Please note that the school was in the process of revising its goals at the time of the QSR. In cases where current goals were similar to revised goals, DC PCSB staff combined them to simplify evidence collection and reporting.</i></p>	
<p>Current Goal:</p> <p>At each grade level, 4th-5th grade students will demonstrate increasing reading proficiency in English, as indicated by a median growth percentile of 50% or above on the state standardized test.</p> <p>At each grade level, 4th-5th grade students will demonstrate increasing proficiency in mathematics, as indicated by a median growth percentile of 50 percent or above on the state standardized test.</p> <p>Proposed Goal:</p> <p>PMF Goal #1: Student Progress – Academic Improvement over time</p> <p><i>Effective instruction supporting student academic progress and achievement in reading and math.</i></p>	<p>Every classroom had posters on the wall giving students cues to help them progress in math, reading and other subjects when they were stuck. Some of the posters were “How to write an intro,” “How to write a literacy essay,” and “Skip counting.” Teachers asked clarifying questions of mixed levels of difficulty to challenge student thinking. When students tried to answer a question and had difficulty, the teacher offered for a friend to help answer the question, then the teacher circled back to the original student to make sure the student understood the answer. During pull-out sessions for both special education and ELL, the teachers focused on specific skills each student needed to master. In one session the teacher focused on the difference between clauses and complex sentences, helping the student with the necessary foundational skills to support writing growth.</p> <p>Teachers differentiated instruction for each student so they could work at their own level in Readers and Writers workshop. Math classes included hands on experiences so students could build foundational skills when measuring angles with triangles in fifth grade, using fake money for subtraction problems in third grade, and learning how to use tally marks to count multiple items in kindergarten.</p>
<p>Current Goal:</p> <p>75% of Pre-K students will meet or exceed the widely held literacy</p>	<p>Teachers consistently demonstrated instruction that supports the school’s goals of strong reading across all grade levels. Teachers provided a grade-level appropriate focus on reading and writing skills required for proficiency. Students</p>

Mission and Goals	Evidence
<p>expectations as measured by Teaching Strategies Gold.</p> <p>75% of Pre-K students will meet or exceed the widely held mathematics expectations as measured by Teaching Strategies Gold.</p> <p>65% of K-2 students will meet or exceed the college readiness target on the NWEA MPG assessment (K: 149 - Reading; 1st: 166-Reading; 2nd: 179-Reading)</p> <p>65% of K-2 students will meet or exceed the college readiness target on the NWEA MPG assessment (K:144- Math; 1st: 164-Math; 2nd: 177-Math.)</p> <p>60% of students will score proficient or advanced in reading on the state assessment.</p> <p>At each grade level, 4th-5th grade students will demonstrate increasing reading proficiency in English, as indicated by a median growth percentile of 50% or above on the state standardized test.</p> <p>60% of students will score proficient or advanced in math on the state assessment.</p> <p>Proposed Goal:</p> <p>PMF Goal #2: Student Achievement – Meeting or exceeding academic standards</p> <p><i>Moving students to advanced levels of proficiency in reading and math</i></p>	<p>were eager to read in all classrooms. Teachers challenged second grade students with identifying the morals in fables and coming up with their own morals to the stories. Kindergarten students chose to read independently and to each other after lunch, before class began and had their own “book sacks” with books at different reading levels to take home.</p> <p>Teachers challenged students at all grade levels to demonstrate or explain their thinking in math. Many teachers incorporated manipulatives to help students understand math concepts. One teacher modeled how to problem solve if an answer does not make sense. The class was then able to work together to come up with a solution that they applied in their small groups. In another observation students worked in small groups to identify the angles within triangles. The students discussed how the information they already knew could help them solve each problem. When the whole class went over the assignment, students from every group brought forth their ideas to help the class arrive at the correct answers.</p>
<p>Proposed Goal:</p>	<p>Students worked on key skills to help them succeed in reading. The class took notes on the fiction books they were reading and talked about the main</p>

Mission and Goals	Evidence
<p>PMF Goal # 3: Gateway – Outcomes in key subjects that predict future educational success</p> <p><i>Promotion of reading proficiency by third grade and math proficiency by eighth grade.</i></p>	<p>characters as their “friends” so they could describe character traits. The teachers helped to personalize the lessons by having students discuss the traits they observe in their real-life friends and in other people. The students made a list of character traits that they referenced throughout their work. DC PCSB will evaluate quantitative data to assess if the school met this goal during the 5- year review process.</p>
<p>Current Goal:</p> <p>Stokes PCS will maintain an in-seat attendance rate of at least 90%.</p> <p>Stokes PCS will maintain a re-enrollment rate of at least 80%.</p> <p>Proposed Goal:</p> <p>PMF Goal #4: Leading Indicators – Predictors of future student progress and achievement</p> <p><i>Culture of learning and support in the classrooms</i></p>	<p>All of the classrooms were filled with students and there were very few empty desks. DC PCSB will evaluate quantitative data to assess if the school met this goal during the 5-year review process.</p>
<p>Current Goal:</p> <p>At each grade level, 5th-6th grade students will demonstrate increasing writing communication proficiency in English each year, as measured by the ACCESS.</p>	<p>Students across all grades actively worked on writing communication. During an ELL pull-out, students were engaged in writing with the support of their teacher. The students worked on identifying key words, main ideas, and writing a summary.</p>
<p>Current Goal:</p> <p>80% of 5th grade students will score at the proficiency level ($\geq 50/100$), as measured</p>	<p>Students wrote about a dream in Spanish and then shared their stories at the end of class in the target language. Teachers posted work in French including three-to-</p>

Mission and Goals	Evidence
by Diplome d'études en langue française (DELF) or Diplome de Espanol (DELE).	four paragraph opinion papers on various topics including candy and pets.
<p>Current Goal:</p> <p>85% of 5th grade students will prepare and present a science project that demonstrates understanding of the scientific method as applied to at least one of the following content areas (physical science, life sciences, earth sciences, technology) rated at ≥ 24, as measured by the attached rubric.</p>	<p>Fourth grade students participated in a scientific experiment related to the scientific process. Students were asked to justify and explain their reasoning for their generated hypothesis. Students then used the materials presented by the teacher to create a closed circuit. During the lesson students worked in small groups to design a circuit and test their hypothesis.</p>
<p>Current Goal:</p> <p>85% of 4th-5th grade students will demonstrate mastery of visual and/or musical arts by creating a visual arts project and/or performing a vocal or instrumental music piece rated at ≥ 12, as indicated by the attached rubric.</p>	<p>During one music class students were instructed to warm up in their groups on the song they had been working on before they would be recorded that day. Small groups of students sat at each keyboard, one or two students in charge of playing the instrument, while the other students sang. The students were working towards an end of the year performance and the teacher said that the recordings are helping them practice performing in front of others.</p>
Governance:	<p>On January 9, 2016 a DC PCSB staff member observed a board A quorum was present. During the retreat the board discussed good governance standards, smaller committees within the board had breakout sessions, and the board reviewed board norms and discussed upcoming board business.</p>

THE CLASSROOM ENVIRONMENT¹

This table summarizes the school's performance on the Classroom Environment domain of the rubric during the unannounced visits. The label definitions for classroom observations of "distinguished," "proficient," "basic," and "unsatisfactory" are those from the Danielson framework. The QSR team scored 93% of the observations as "distinguished" or "proficient" for the Classroom Environment domain.

The Classroom Environment	Evidence	School Wide Rating	
Creating an Environment of Respect and Rapport	The QSR team scored 96% of the observations as distinguished or proficient in this component. Teachers demonstrated knowledge, caring, and respect for the students. When a student was frustrated, the teacher knelt next to the student to quietly speak about the situation. Teachers modeled saying, "please" and "thank you" for the students, which in turn, students used with each other.	Distinguished	17%
		Proficient	79%
	The QSR team scored less than 10% of the observations as basic in this component.	Basic	4%
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Establishing a Culture for Learning	The QSR team scored 96% of the observations as distinguished or proficient in this component. Teachers continually encouraged students to work hard and not give up, saying, "I know you can all do this," and "I tried and that's the most important thing." Students showed pride in their work and were willing to help others.	Distinguished	4%
		Proficient	92%
	The QSR team scored less than 10% of the observations basic in this component.	Basic	4%

¹ Teachers may be observed more than once by different review team members.

The Classroom Environment	Evidence	School Wide Rating	
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Managing Classroom Procedures	The QSR team scored 88% of the observations as distinguished or proficient in this component. Teachers used the call and response method or a gentle chime to call the attention of the students. At the sound students immediately became quiet and focused on the teachers. Routines were in place for moving between activities and minimal instructional time was lost. The adults in each room also worked together well to set up the materials for the next lesson while one adult was finishing the current lesson.	Distinguished	17%
		Proficient	71%
	The QSR team rated 12% of the observations as basic in this component. In these instances the procedures that had been established functioned unevenly and some instructional time was lost. During one observation the teachers continually reminded students of the expectations at each center, but the classroom was chaotic.	Basic	12%
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Managing Student Behavior	The QSR team scored 92% of the observations as distinguished or proficient in this component. Across many of the observations, student behavior was aligned to the established classroom standards. Standards of conduct had been established and when a student required redirection, the teacher used proximity or quick verbal redirects that did not disrupt the class, “please put that away, I can see it is distracting you.”	Distinguished	21%
		Proficient	71%

The Classroom Environment	Evidence	School Wide Rating	
	The QSR team scored fewer than 10% of observations as basic in this component.	Basic	8%
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%

INSTRUCTION

This table summarizes the school's performance on the Instruction domain of the rubric during the unannounced visits. The label definitions for classroom observations of "distinguished," "proficient," "basic," and "unsatisfactory" are those from the Danielson framework. The QSR team scored 84% of the observations as "distinguished" or "proficient" for the Instruction domain.

Instruction	Evidence	School Wide Rating	
Communicating with Students	The QSR team scored 96% of the observations as distinguished or proficient in this component. Teachers clearly stated the purpose of the lesson and engaged students in the learning task through the introduction of the lesson. Teachers invited students to answer questions, repeat previously learned content, and connect topics to real life experiences.	Distinguished	22%
	In one distinguished observation the teacher discussed using tally marks to count multiple items. The class chose to count how many students liked ice cream on a cone versus in a cup. The students asked many questions to learn how tally marks worked and continued to practice counting this way. Teachers prompted students to respond in full sentences and to help each out.	Proficient	74%
	The QSR team scored fewer than 10% of observations as basic in this component.	Basic	4%
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Using Questioning/Prompts and Discussion Techniques	The QSR team scored 83% of observations as distinguished or proficient in this component. Teachers asked a mix of recall and open-ended questions to allow for participation from many students. Students	Distinguished	8%

Instruction	Evidence	School Wide Rating	
	helped each other with answers when prompted by the teachers. Teachers also prompted students to explain their thinking.	Proficient	75%
	The QSR team scored 17% of the observations as basic in this component. In a few observations the teachers asked limited questions and the questions asked only had one correct answer. At times the teacher did not give enough wait time and provided the answer to the students.	Basic	17%
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Engaging Students in Learning	The QSR team scored 79% of the observations as distinguished or proficient in this component. In most observations the students were intellectually engaged in the lesson and the activities were aligned with the goals. Teachers engaged all students through questioning and students actively participated. Students collaborated well in small groups in almost every classroom.	Distinguished	4%
		Proficient	75%
	The QSR team scored 21% of the observations as basic in this component. In these observations students were not intellectually engaged, they were off task talking or drawing unless the teacher worked directly with them.	Basic	21%
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
		Distinguished	0%

Instruction	Evidence	School Wide Rating	
Using Assessment in Instruction	<p>The QSR team scored 79% of the observations as proficient, with none scoring distinguished in this component. Teachers circulated during small group work to ask questions and allow students to explain their thinking. Teachers used this opportunity to offer suggestions or make adjustments to the lesson. Some teachers used hand gestures to check if students understood the directions.</p>	Proficient	79%
	<p>The QSR team scored 21% of the observations as basic in this component. In a few observations the teacher's directions did not articulate what high quality work looked like. At times the feedback was general such as a universal check for understanding. Some teachers did not follow up when the students did not appear to understand the lesson.</p>	Basic	21%
	<p>The QSR team rated none of the observations as unsatisfactory in this component.</p>	Unsatisfactory	0%

APPENDIX I: THE CLASSROOM ENVIRONMENT OBSERVATION RUBRIC

The Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, putdowns, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among member of the class.
Establishing a Culture for Learning	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to “get by.”	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assumes much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates as passionate commitment to the subject.
Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.

The Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teachers' response to student misbehavior is sensitive to individual student needs.

APPENDIX II: INSTRUCTION OBSERVATION RUBRIC

Instruction	Unsatisfactory	Basic	Proficient	Distinguished
Communicating with Students	Teacher's oral and written communication contains errors or is unclear or inappropriate to students. Teacher's purpose in a lesson or unit is unclear to students. Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion. Teacher attempts to explain the instructional purpose, with limited success. Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher communicates clearly and accurately to students both orally and in writing. Teacher's purpose for the lesson or unit is clear, including where it is situated within broader learning. Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. Makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking purpose to student interests. Explanation of content is imaginative, and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
Using Questioning and Discussion Techniques	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven with some high-level question; attempts at true discussion; moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
Engaging Students in Learning	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials or uneven quality, inconsistent representation of content or uneven structure of pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contribution to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.

Instruction	Unsatisfactory	Basic	Proficient	Distinguished
Using Assessment in Instruction	Students are unaware of criteria and performance standards by which their work will be evaluated, and do not engage in self-assessment or monitoring. Teacher does not monitor student learning in the curriculum, and feedback to students is of poor quality and in an untimely manner.	Students know some of the criteria and performance standards by which their work will be evaluated, and occasionally assess the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of the class as a whole but elicits no diagnostic information; feedback to students is uneven and inconsistent in its timeliness.	Students are fully aware of the criteria and performance standards by which their work will be evaluated, and frequently assess and monitor the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information; feedback is timely, consistent, and of high quality.	Students are fully aware of the criteria and standards by which their work will be evaluated, have contributed to the development of the criteria, frequently assess and monitor the quality of their own work against the assessment criteria and performance standards, and make active use of that information in their learning. Teacher actively and systematically elicits diagnostic information from individual students regarding understanding and monitors progress of individual students; feedback is timely, high quality, and students use feedback in their learning.

Appendix F

Compliance Reports



Elsie Whitlow Stokes Public Charter School
COMPLIANCE REVIEW REPORT
2012-2013

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Fair Enrollment Process	Enrollment application for SY 2013-2014	Compliance with School Reform Act Section 38-1802.06	Compliant	
	Written lottery procedures		Compliant	
Notice and Due Process (suspension and expulsion)	Student handbook or other written document that outlines the school's discipline policy and procedures.	Compliance with School Reform Act Section 38-1802.06 (g); guidance for PCSB staff when contacted by parents	Compliant	
Student Health	Option 1: Notice of assigned nurse on staff	Compliance with School Reform Act Section 38-1802.04 (c)(4) and the Student Access to Treatment Act of 2007	Compliant	
	Option 2: Copy of staff certificate to administer medications			
Student Safety	Current roster of all employees and volunteers (working greater than 10 hours at the school) with indication that background check has been conducted	Compliance with School Reform Act Section 38-1802.04 (c)(4)	Compliant	
	Sexual Violation Protocol Assurance Policy	Compliance with Mandated Reporter laws in DC Code Section 4-1321.02	Compliant	
	School Emergency Response Plan	Compliance with School Reform Act Section 38-1802.04 (c)(4)	Compliant	

Elsie Whitlow Stokes Public Charter School
COMPLIANCE REVIEW REPORT
2012-2013

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Charter School Employees	Employee handbook or other written document on policies and procedures governing employment at the school, including employee handling of student records	Compliance with School Reform Act Section 38-1802.04, 38-1802.07, FERPA, the Public Education Reform Amendment Act of 2007, and applicable state and federal employment laws	Compliant	
Insurance	Certification that appropriate levels of insurance have been secured	Compliance with School Reform Act Section 38-1802.04 (b)(4)	Compliant	
Occupancy, Lease and License for the Facility	Certificate of occupancy with an occupant load equal or greater than the number of students and staff in the building	Compliance with School Reform Act Section 38-1802.04 (b)(4)	In Progress	Certificate of Occupancy indicated an occupant load of 320, but actual enrollment is 336. EWS is working with DCRA to get updated document.
	Lease/Purchase Agreement		Compliant	
	Basic Business License		Compliant	
High Quality Teachers: Elementary and Secondary Education Act (ESEA)	For Title I schools, teacher roster with HQ status, and how the status was met; action plans indicated for all non-HQT staff	Compliance with ESEA guidance to ensure that all elementary and secondary subject area teachers are highly qualified	Compliant	



Elsie Whitlow Stokes Public Charter School
COMPLIANCE REVIEW REPORT
2012-2013

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Fiduciary Duty: Board of Trustees	Board roster with names and titles	Compliance with School Reform Act Section 38-1802.05	Compliant	
	Board meeting minutes submitted		Compliant	
	Board calendar with meeting dates		Compliant	
	Board Bylaws		Compliant	
Articles of Incorporation	Articles of Incorporation	Compliance with School Reform Act Section 38-1802.04	Compliant	
School Organization	School Organization Chart	Compliance with School Reform Act Section 38-1802.11 (a)	Compliant	
Litigation Status	Litigation Proceedings Calendar (or nonapplicable memo)	Compliance with School Reform Act Section 38-1802.11 (a)	Compliant	
School Calendar	School Calendar	Compliance with School Reform Act Section 38-1802.11 (a)	Compliant	
High School Courses for Graduation	High School Course Offering	Compliance with School Reform Act Section 38-1802.11 (a)	N/A	
Submission of Annual Report	Annual Report (SY 2011-2012)	Compliance with the School Reform Act Section 38-1802.04 (c) (11)	Compliant	
Accreditation Status	Letter or license of accreditation or seeking accreditation (schools at least 5 years in operation)	Compliance with School Reform Act Section 38-1802.02 (16)	Compliant	

Elsie Whitlow Stokes Community Freedom PCS
COMPLIANCE REVIEW REPORT
2013-2014

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Discipline Policy and Due Process	Student handbook or other written document that outlines the school's discipline policy and procedures	Compliance with School Reform Act Section 38-1802.06 (g); guidance for PCSB staff when contacted by parents	COMPLIANT	
Attendance Policy	Student handbook or other written document that outlines the school's attendance policy and procedures	Compliance with the Attendance Accountability Amendment Act; fidelity to the school's charter	COMPLIANT	
Student Health	Option 1: Notice of assigned nurse on staff	Compliance with School Reform Act Section 38-1802.04 (c)(4) and the Student Access to Treatment Act of 2007	COMPLIANT	
	Option 2: Copy of staff certificate to administer medications			
Student Safety	Current roster of all employees and volunteers (working greater than 10 hours at the school) with indication that background check has been conducted	Compliance with School Reform Act Section 38-1802.04 (c)(4)	COMPLIANT	
	Sexual Violation Protocol Assurance Policy	Compliance with Mandated Reporter laws in DC Code Section 4-1321.02	COMPLIANT	
	School Emergency Response Plan (Assurance letter)	Compliance with School Reform Act Section 38-1802.04 (c)(4)	COMPLIANT	

Elsie Whitlow Stokes Community Freedom PCS
COMPLIANCE REVIEW REPORT
2013-2014

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Charter School Employees	Employee handbook or other written document on policies and procedures governing employment at the school	Compliance with School Reform Act Section 38-1802.04, 38-1802.07, FERPA, the Public Education Reform Amendment Act of 2007, and applicable state and federal employment laws	COMPLIANT	
Insurance	Certification that appropriate levels of insurance have been secured	Compliance with School Reform Act Section 38-1802.04 (b)(4)	COMPLIANT	
Occupancy, Lease and License for the Facility	Certificate of occupancy with an occupant load equal or greater than the number of students and staff in the building	Compliance with School Reform Act Section 38-1802.04 (c)(4)	COMPLIANT	
	Lease/Purchase Agreement (submitted for new campuses or new leases only)		COMPLIANT	
	Basic Business License		COMPLIANT	
Highly Qualified Teachers: Elementary and Secondary Education Act (ESEA)	For Title I schools, teacher roster with HQ status, and how the status was met; action plans indicated for all non-HQT staff	Compliance with ESEA guidance to ensure that all elementary and secondary subject area teachers are highly qualified	COMPLIANT	

Elsie Whitlow Stokes Community Freedom PCS
COMPLIANCE REVIEW REPORT
2013-2014

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Fiduciary Duty: Board of Trustees	Board roster	Compliance with School Reform Act Section 38-1802.05	COMPLIANT	
	Board meeting minutes submitted		COMPLIANT	
	Board calendar with meeting dates		COMPLIANT	
	Board Bylaws (submitted for new LEAs or revised bylaws only)		COMPLIANT	
Articles of Incorporation	Articles of Incorporation (submitted for new LEAs or revisions only)	Compliance with School Reform Act Section 38-1802.04	COMPLIANT	
Special Education	Continuum of Services Chart	Compliance with DCMR Rule 5-E3012 and IDEA §300.115	COMPLIANT	
Litigation Status	Litigation Proceedings Calendar (or non-applicable memo)	Compliance with School Reform Act Section 38-1802.11 (a)	COMPLIANT	
School Calendar	School Calendar	Compliance with School Reform Act Section 38-1802.11 (a)	COMPLIANT	
High School Courses for Graduation	High School Course Offering	Compliance with School Reform Act Section 38-1802.11 (a); school's charter	N/A	
Annual Report	Annual Report (SY 2012-2013)	Compliance with the School Reform Act Section 38-1802.04 (c) (11)	COMPLIANT	
Accreditation Status	Letter or license of accreditation or seeking accreditation (schools at least 5 years in operation)	Compliance with School Reform Act Section 38-1802.02 (16)	COMPLIANT	

SY 2014-2015 DC Public Charter School Board Compliance Review Report

For LEA/Campus: *Elsie Whitlow Stokes Community Freedom PCS*

January 15, 2015

Requirement	Compliance Status	Due	On Time
Charter's Board Calendar	Compliant	7/25/14	✓
Fire Drills	Compliant	7/25/14	✓
School Calendar	Compliant	7/25/14	✓
Quarterly Financial Statements - 4th	Compliant	7/31/14	✓
Annual Teacher and Principal Evaluation Reflection (Campus)	Compliant	8/1/14	✓
Annual Teacher and Principal Evaluation Reflection (LEA)	Compliant	8/15/14	✓
Auditor Engagement Letter	Compliant	8/15/14	✓
Charter School Athletics Compliance	Compliant	8/31/14	✓
Annual Report SY2013-2014	Compliant	9/5/14	✓
Professional Development Calendar (Title I Schools)	Compliant	9/30/14	✓
Early Childhood (EC) PMF Assessment Selection Form	Compliant	10/1/14	✓
Accreditation	Compliant	10/10/14	✓
Basic Business License	Compliant	10/10/14	✓
Board Meeting Approved Minutes	Compliant	10/10/14	✓
Board Roster	Compliant	10/10/14	✗
Certificate of Insurance	Compliant	10/10/14	✓
Certificate of Occupancy	Compliant	10/10/14	✓
Child Find Policy	Compliant	10/10/14	✗
Employee Handbook: Employment Policies	Compliant	10/10/14	✗
Lease/Purchase Agreement - Certification of Completion	Compliant	10/10/14	✓
Litigation Proceedings Calendar	Compliant	10/10/14	✗
School Emergency Response Plan	Compliant	10/10/14	✗
School Nurse Notification OR Certified Staff to Administer Medication	Compliant	10/10/14	✓
Sexual Violation Protocol Assurance Letter	Compliant	10/10/14	✗

SPED-Continuum of Services	Compliant	10/10/14	✓
Staff/Volunteer Roster and Background Checks - 10/10/2014	Compliant	10/10/14	✗
Student Handbook	Compliant	10/10/14	✓
Quarterly Financial Statements - 1st	Compliant	10/31/14	✓
Audited Financial Statements	Compliant	11/3/14	✗
Audited Financial Statements - FAR Data Entry Form	Compliant	11/7/14	✓
Fire Drills	Compliant	12/5/14	✓

SY 2014-2015 DC Public Charter School Board Compliance Review Report - Contracts Submission

For LEA/Campus: *Elsie Whitlow Stokes Community Freedom PCS*

Requirement	Compliance Status	Due	On Time
Contracts	14 Submitted	3 days after contract is awarded	14 of 14

Date of Submission to PCSB	Name of Charter School	Vendor	Services to be Provided	Effective Date of Contract-10 days (SRA)	Value of Contract	# of Days Between Date of Contract Award to Vendor & Submission to PCSB
6/16/14	Elsie Whitlow Stokes Community Freedom PCS	Sysco, Lyons Bakery, Keany Produce Company	Grocery purchase agreement	8/26/13	\$60,000	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	SB & Company	Auditor	9/22/14	\$29,350	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	Blue Cross Blue Shield	Health Insurance Services	9/22/14	\$363,764	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	Toshiba	Technology Equipment Purchase Agreement	9/22/14	\$25,000	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	CapX Office Solutions	Printing and Copying Services	9/22/14	\$46,500	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	Washington Gas	Utilities Service	9/22/14	\$50,000	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	Constellation Energy	Electricity	9/22/14	\$50,000	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	DCI	SOAR grant agreement	9/22/14	\$72,375	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	Great American Insurance Company	Insurance Coverage Services	9/22/14	\$25,000	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	Bravo Zulu Chess	After School Chess Educator Services	9/22/14	\$25,000	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	Foley Hoag LLC	Legal Services	9/22/14	\$25,000	Compliant
9/12/14	Elsie Whitlow Stokes Community Freedom PCS	Paradigm Therapy Partners, LLC	Occupational Therapist per IEP's	9/22/14	\$25,000	Compliant
11/6/2014	Elsie Whitlow Stokes PCS	Sysco	Grocery Services	11/16/14	\$363,764	Compliant
11/6/2014	Elsie Whitlow Stokes PCS	Lyons Bakery	Bread Services	11/16/14	\$25,000	Compliant

2014-15 Compliance Review Requirements

Requirement	Description
2014-15 School Calendar	<p>Calendar must include the following:</p> <ul style="list-style-type: none"> -minimum 180 days of school (6+ hours) -first and last day of school listed -start and end times listed -instructional days and holidays listed -make-up days for inclement weather listed -indicate staggered start dates if applicable <p>*If different campuses within the LEA have different calendar days, please make note on the calendar, or submit separate calendars for each campus</p>
Charter Board Calendar	List of all days the Board of Trustees is scheduled to meet for the 2014-2015 school year (this schedule should reflect what is in the school's bylaws)
High School Course Offering--Assurance	All courses and credits offered to high school students; include graduation requirements
Fire Drill Schedule	<p><u>Fire drill schedule</u></p> <ul style="list-style-type: none"> -Must include TWO drills within the first two weeks of the school year -monthly thereafter (total of 10 per year)
Audited Financial Statement Engagement Letter - FY2015	The annual examination and evaluation of the financial statements of a charter school. The audit is performed by a PCSB approved auditor.
Monthly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
Charter School Athletics Compliance	Evidence that appropriate medical/ trainer personnel are present at every interscholastic sporting event; fill out the template provided
Annual Report	<p><u>2013-14 Annual Report includes:</u></p> <ul style="list-style-type: none"> -Narrative (description of performance and progress; goal attainment; school program) -Data Report -Appendices (staff roster; board roster; financials)
Monthly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
ESEA Focus and Priority Schools (Cohort I): Update web-based Intervention/Turnaround Plan	Assurance letter stating that the school has updated their Improvement plan in web-based tool.
ESEA Focus Schools: web-based Sub-group Intervention Plan	Assurance letter stating that the school uploaded their plan for supporting Focus sub-groups into web-based tool

2014-15 Compliance Review Requirements

Requirement	Description
Professional Development Calendar, Title I schools	Include all activities related to professional development. (As part of its accountability functions under Title I, Part A of ESEA for District public charter schools, PCSB must review, at least annually, each public charter school's activities related to professional development.)
Early Childhood Assessments	EC PMF assessment form indicating what assessments the school plans to administer for the current school year. Each school with early childhood grades (PK3-2) must let PCSB know which assessments the school will be held accountable to for the EC PMF.
Certificate of Occupancy	Includes school name and current address; Occupancy load on form is equal to or greater than the sum of staff and students
Insurance Certificate	Includes: general liability, directors and officers liability, umbrella coverage, property/lease insurance, auto liability insurance, workers compensation (or all coverage listed in school's charter agreement); should include all addresses/ campuses of an LEA
Basic Business License	Current Basic Business License
School Nurse Notification OR Certified Staff to Administer Medicine	DOH notice of assigned nurse on staff; OR copy of staff certificate to administer medications (not expired)
Board Roster	Board makeup must include: -Odd number of voting members (odd number of voting members/ doesn't include ex-officio) -Greater than 3 but no more than 15 -Majority of members residing in DC (include address or city of residence) -2 parent members (voting members) * <i>*Adult schools may use alumnae or adult students to satisfy the parent requirement</i>
Litigation Proceedings Calendar	Includes schedule of litigation or federal complaints issued against the school, includes: SPED-related legal proceedings, settlement agreements, and hearing officer decisions pending or occurring in the past school year; federal complaints issued against the school within the past year; or non-applicable memo
Board Meeting Minutes--1st Quarter	Minutes from all board meetings held/ approved between July and October 2014; should reflect decisions made by the Board that are consistent with the Charter granted to the school, the School Reform Act, and applicable law
School Emergency Response Plan	Evidence or assurance that the school worked with Student Support Center to develop their Emergency Response Plan. OR , an assurance letter confirming that the school has established procedures, protocol and drills in order to respond to potential crises (i.e., fire, tornado, earthquake, hurricane, lockdown, active shooter, health outbreak/ communicable diseases). The plan must be aligned with the guidelines of agencies such as Fire and EMS, MPD, and CFSA.
Sexual Violation Protocol	An assurance letter confirming that the school's policy regarding sexual violations has been read by all staff members <i>*Should confirm staff's understanding of their obligation for reporting sexual abuse of student.</i>

2014-15 Compliance Review Requirements

Requirement	Description
Child Find Policy	An LEA's Child Find procedures should include, but is not limited to, a written description of how the LEA conducts: <ul style="list-style-type: none"> • Part C Identification (if applicable to your student population)- Assessment, Obtaining Consent, Determining Eligibility, Referral, Evaluation, Assessment • Part B Identification- Transitioning students from Part C to Part B (if applicable to your student population), Public Awareness, Screening, Referral, Evaluation, Assessment
Staff Roster & Background Checks	Staff/volunteer name, position, indication that background check has been conducted within the past TWO years <i>*All volunteers working more than 10 hrs/ week must have background checks</i>
Employee Handbook (or submit individual policies)	Includes school board-approved policies around compliance with applicable employment laws including: <ul style="list-style-type: none"> *sexual harassment *equal opportunity *drug-free workplace *complaint Resolution Process *Whistle blower Policy (best practice, not mandatory)
Accreditation	Letter and/or license of accreditation; or memo explaining where in the process the school is (undergoing accreditation); Schools not yet 5 years old may submit an N/A memo if they have not begun the accreditation process
SPED--Continuum of Services	Description of the school's continuum of services available to students with disabilities (template accurately filled out)
Student Handbook or submit policies: *Discipline Policy *Attendance Policy *Safeguard of Student Information	<p>Discipline Policy</p> <ul style="list-style-type: none"> -clear explanation of infractions -clear explanation of consequences (basis for suspensions/ expulsions) -manifestation determination process for students with disabilities -due process and appeals procedures for student/ parents for disciplinary incidents <p>Attendance Policy</p> <ul style="list-style-type: none"> -clear explanation of consequences of tardiness and absences -clear explanation of what constitutes an excused absence (including documentation required) -aligned with state law (i.e., truancy mandatory reporting, Attendance Accountability Act of 2013) <p>Safeguard of Student Information Policy--aligns with FERPA regulations</p>
Lease	Lease
Charter Renewal Application	PCSB requests that schools submit charter renewal applications by this suggested date
Enrollment Ceiling Increase Request	Request to increase maximum student enrollment level beyond what is currently in the charter
Charter Amendment	Submission of requests and notifications of changes in the charter agreement (refer to charter amendment guidelines)

2014-15 Compliance Review Requirements

Requirement	Description
Monthly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
Quarterly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
Audited Financial Statements	The annual examination and evaluation of the financial statements of a charter school. The audit is performed by a PCSB approved auditor.
Audited Financial Statements - FAR Data Entry Form	Use the FAR Data Entry Form to upload data from your school's financial statement for the Finance and Audit Review report.
Monthly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
Annual Financial Audit - PCSB Schedules - FY2014	Submission of functional expense schedule and contracts schedule using PCSB template. The file must be submitted in Excel.
Enrollment Projections	Forecast of the student enrollment for the subsequent school year. It must be submitted in Excel.
ESEA Focus and Priority Schools (Cohort I): Update web-based Intervention/Turnaround Plan	Update--Assurance letter stating that the school has updated their Improvement plan in web-based tool.
2015-2016 Student Application	<p>Application may only ask: student name, date of birth, grade level, address, gender, siblings currently attending school; parent/guardian name, parent/ guardian address, parent/ guardian phone number</p> <p>Must NOT contain questions referring to IEPs or SPED, birth certificate, report cards, nationality, race, language, interview</p> <p>*should include a non-discrimination clause</p>
2015-2016 Lottery Procedures	Lottery date; explanation of provisions for waitlisted students; provisions for notifying students of placement
Fire Drills Conducted	List of dates the school has conducted a fire drill thus far in the year; tentative dates for drills for remainder of year

SY 2015-2016 DC Public Charter School Board Compliance Review Report

Elsie Whitlow Stokes Community Freedom PCS

January 22, 2016

Requirement	Compliance Status	Due	On Time
Charters Board Calendar	Compliant	7/28/15	✓
Fire Drill Schedule	Compliant	7/28/15	✓
Auditor Engagement Letter FY2015	Compliant	8/17/15	✓
Annual Teacher and Principal Evaluation Reflection (Campus)	Compliant	8/31/15	✓
Annual Teacher and Principal Evaluation Reflection (LEA)	Compliant	8/31/15	✓
Charter School Athletics Compliance	Compliant	8/31/15	✓
Annual Report	Compliant	9/8/15	✓
School Calendar	Compliant	9/16/15	✓
Professional Development Calendar (Title I Schools)	Compliant	9/30/15	✓
Early Childhood (EC) PMF Assessment Selection Form	Compliant	9/30/15	✓
Student/Family Handbook	Compliant	10/8/15	✓
Lease/Purchase Agreement - Certification of Completion	Compliant	10/8/15	✓
Certificate of Occupancy	Compliant	10/8/15	✓
Certificate of Insurance	Compliant	10/8/15	✓
School Nurse Notification/Certified Staff to Administer Medication	Compliant	10/8/15	✓
Board Roster	Compliant	10/8/15	✓
Litigation Proceedings Calendar	Compliant	10/8/15	✓
Board Meeting Approved Minutes - 1st Quarter	Compliant	10/8/15	✓
School Emergency Response Plan	Compliant	10/8/15	✓
Sexual Violation Protocol Assurance Letter	Compliant	10/8/15	✓
Child Find Policy	Compliant	10/8/15	✓
Staff/Volunteer Roster and Background Checks	Compliant	10/8/15	✓
Employee Handbook: Employment Policies	Compliant	10/8/15	✓
Accreditation	Compliant	10/8/15	✓
ADA	Compliant	10/8/15	✓
Title IX	Compliant	10/8/15	✓
ELL	Compliant	10/8/15	✓
Staff Preference	Compliant	10/8/15	✓
SPED-Continuum of Services	Compliant	10/8/15	✓
Quarterly Financial Statements - 1st Quarter	Compliant	10/31/15	✗
Audited Financial Statements 2014-2015	Compliant	12/1/15	✓
Audited Financial Statements - FAR Data Entry Form 2014-2015	Compliant	12/1/15	✓
Fire Drills Conducted	Compliant	12/8/15	✓
Basic Business License	Compliant	N/A	✓
DC Non-Profit Status	Compliant	N/A	✓

SY 2015-16 DC Public Charter School Board Compliance Review Report - Contract Submission Summary
Elsie Whitlow Stokes Community Freedom PCS

This report summarizes the school's compliance with contract submission requirements for Fiscal Year 2015 (July 1, 2014 - June 30, 2015).

*Cells highlighted in the following table indicate that the school did not submit contract information for an expenditure over \$25,000.
 If you believe that DC PCSB is missing records or flagging expenditures in error, please contact Mikayla Lytton at mlytton@dcpcsb.org.*

Expenditures over \$25,000 (submitted as part of the audited financial statements)						
Vendor Name	Services Provided	Value	Submitted for Bid?	Explanation, if No	If Renewal, when was contract bid?	DC PCSB Review Notes
BB&T	Loan payments	\$ 525,119.64	No	Mortgage	2012	
BenefitMall	medical & dental insurance	\$ 346,834.66	Yes			While broker-procured services do not need to be bid, DC PCSB requires that the school submit evidence that the broker solicited such services from a range of providers.
bbt derivative	Interest rate swap payment	\$ 132,922.74	No	7 year swap agreement entered into 2013	2013	
Fresco	cleaning	\$ 112,403.55	Yes			No Epicenter submission
Sysco Baltimore	Food service supplies	\$ 109,219.83	Yes			
Therapy Source, Inc.	Speech Language services	\$ 59,137.24	Yes		2013	While renewals should be submitted (but not bid), DC PCSB has given conflicting guidance on this requirement. Thus, unsubmitted renewals have been forgiven for FY15.
PEPCO	electric	\$ 57,184.79	Yes	Bid submitted as Constellation Energy		
SB & Company	Auditing & Form Prep	\$ 52,850.00	Yes			
BB&T Securities	SERP Plan	\$ 51,360.00	No	457f plan; no bid required		While broker-procured services do not need to be bid, DC PCSB requires that the school submit evidence that the broker solicited such services from a range of providers.
Clarence Bell-Aston	After School Coordinator	\$ 47,215.01	Yes			No Epicenter submission
Toshiba	computers	\$ 43,736.00	Yes			
Urban Teacher Center	teaching fellows	\$ 42,000.00	No	Researched vendors; no bid placed		No Epicenter submission
Securitas, Inc.	security guard	\$ 40,627.96	Yes		2012	While renewals should be submitted (but not bid), DC PCSB has given conflicting guidance on this requirement. Thus, unsubmitted renewals have been forgiven for FY15.
GE Capital	copiers	\$ 38,835.54	Yes	Bid submitted as CapX Office Solutions		

AM Trust North America	insurance	\$ 35,908.00	Yes			While broker-procured services do not need to be bid, DC PCSB requires that the school submit evidence that the broker solicited such services from a range of providers.
G. Cefalli & Bro., Inc	Food service supplies	\$ 32,264.20	Yes			No Epicenter submission
Grace Computer Solutions, LLC	IT support	\$ 32,250.00	Yes			No Epicenter submission
Keany Produce	Food service supplies	\$ 27,815.45	Yes		2013	
Chesapeake Bay Synthetic Landscapes, LLC	ground covering	\$ 26,822.38	Yes			No Epicenter submission

Cells highlighted below indicate that the contract was not submitted timely or was not bid appropriately.

Submitted Contracts (submitted to Epicenter throughout the fiscal year)							
Vendor Name	Services Provided	Value	Submission Date	Award Date	Contract Effective Date	Bid Appropriately?	Timely Submitted?
Blue Cross Blue Shield	Health Insurance Services	\$ 363,764.00	9/12/2014	5/19/2014	9/22/2014	Y	Untimely
Bravo Zulu Chess	After School Chess Educator Services	\$ 25,000.00	9/12/2014	9/10/2014	9/22/2014	Y	Untimely
CapX Office Solutions	Printing and Copying Services	\$ 46,500.00	9/12/2014	9/10/2014	9/22/2014	Y	Timely
Chesapeake Bay Synthetic Landscapes, LLC	Groundcover service agreement	\$ 25,000.00	5/14/2015	5/11/2015	5/24/2015	Y	Timely
Clarence Bell-Aston	After Care contactor	\$ 44,517.00	5/16/2014	9/1/2013	5/26/2014	Y/ R	Timely
Constellation Energy	Electricity	\$ 50,555.00	9/12/2014	5/12/2014	9/22/2014	Y	Untimely
DCI	SOAR grant agreement	\$ 72,375.00	9/12/2014	6/6/2013	9/22/2014	N/ SS	Untimely
Foley Hoag LLC	Legal Services	\$ 25,000.00	9/12/2014	10/8/2013	9/22/2014	N	Untimely
FRESCO	Cleaning services	\$ 115,440.00	5/16/2014	5/12/2014	5/26/2014	Y/ R	Timely
G.Gefalu & Bro, Inc/Capital Seaboard	Grocery Services	\$ 25,000.00	2/27/2015	2/27/2015	3/9/2015	Y	Timely
Grace Computer Solutions, LLC	Basic maintenance	\$ 31,680.00	5/16/2014	4/22/2014	5/26/2014	Y/ R	Timely
Great American Insurance Company	Insurance Coverage Services	\$ 25,000.00	9/12/2014	9/10/2014	9/22/2014	Y	Untimely
Lyons Bakery	Bread Services	\$ 25,000.00	11/6/2014	11/5/2014	11/16/2014	Y	Timely
Paradigm Therapy Partners, LLC	Occupational Therapist per IEP's	\$ 25,000.00	9/12/2014	9/11/2014	9/22/2014	Y	Untimely
SB & Company	Auditor	\$ 29,350.00	9/12/2014	8/15/2014	9/22/2014	Y	Untimely
SB & Company	Auditor	\$ 25,000.00	5/14/2015	5/11/2015	5/24/2015	Y	Timely
Sysco	Grocery Services	\$ 363,764.00	11/6/2014	11/5/2014	11/16/2014	Y	Timely
Sysco, Lyons Bakery, Keany Produce Company	Grocery purchase agreement	\$ 60,000.00	6/16/2014	8/26/2013	8/26/2013	Y	Untimely
Toshiba	Technology Equipment Purchase Agreement	\$ 25,000.00	9/12/2014	8/28/2014	9/22/2014	Y	Untimely
Washington Gas	Utilities Service	\$ 50,000.00	9/12/2014	5/18/2014	9/22/2014	Y	Untimely
Windstream	Telecommunication and internet	\$ 56,484.00	5/16/2014	4/22/2014	5/26/2014	Y/ R	Timely

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
7/28/2015	2015-16 School Calendar	<p>Calendar must include the following:</p> <ul style="list-style-type: none"> -minimum 180 days of school (6+ hours)* -first and last day of school listed -start and end times listed -instructional days and holidays listed -make-up days for inclement weather listed -indicate staggered start dates if applicable If different campuses within the LEA have different calendar days, please make note on the calendar, or submit separate calendars for each campus <p>*If the school has received permission from PCSB to waive the 6-hour requirement, please make that notation on the school calendar</p> <p>**All Adult Education Programs must include start and end dates for each semester and orientation period</p>	LEA	All Schools
7/28/2015	Charter Board Calendar	List of all days the Board of Trustees is scheduled to meet for the 2015-2016 school year. This calendar must also include an assurance statement that the number of meetings is no fewer than what is stated in the school's bylaws.	LEA	All Schools
7/28/2015	High School Course Offering	<p>All courses and credits offered to high school students; include graduation requirements</p> <p>Note: All schools should have the minimum DC graduation course requirements (unless already specified otherwise in the school's charter agreement). Any school that wishes to change their graduation requirements to require less than what OSSE mandates must submit a charter amendment request.</p>	Campus	High Schools ONLY
7/28/2015	Fire Drill Schedule	Fire drill schedule -Must include TWO drills within the first two weeks of the school year -monthly thereafter (total of 10 per year)	Campus (1 for each facility)	All Schools
8/17/2015	Audited Financial Statement Engagement Letter - FY2015	The annual examination and evaluation of the financial statements of a charter school. The audit is performed by a PCSB approved auditor.	LEA	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
8/31/2015	Monthly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	New Schools opening in SY 2015-2016; PCSB identified schools
8/31/2015	Charter School Athletics Compliance	Evidence that appropriate medical/ trainer personnel are present at every interscholastic sporting event; fill out the template provided	Campus	All schools that offer sports
8/31/2015	Annual Teacher and Principal Evaluation Reflection (SY 2014-15)	This reflection details a brief summary of the evaluation process, a classification of the number of teachers and principals in each performance area and next steps for improving your school's evaluation process. Required for PCSB monitoring of Principle 3 of the ESEA Waiver.	LEA and Campus	Title 1 Schools
9/8/2015	Annual Report	<p>2014-15 Annual Report is one document that includes:</p> <ul style="list-style-type: none"> -Narrative (including goal attainment with a description of whether each charter goal was "met" or "missed" and evidence explaining why) -Data Report -Appendices (staff roster; board roster; financials) 	LEA	All Schools in operation SY 2014-2015

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
9/30/2015	Monthly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	New Schools opening in SY 2014-2015; PCSB identified schools
9/30/2015	ESEA Focus and Priority Schools (Cohort II&III): Update web-based Intervention/Turnaround Plan	Assurance letter stating that the school has updated their Improvement plan in web-based tool.	Campus	ESEA Focus and Priority Schools, Identified in SY 2013-2014 and those identified in SY 14-15.
9/30/2015	Professional Development Calendar (SY 2015-16), Title I schools	Include all activities related to professional development. (As part of its accountability functions under Title I, Part A of ESEA for District public charter schools, PCSB must review, at least annually, each public charter school's activities related to professional development.)	LEA	Title 1 Schools
9/30/2015	Adult Education Assessments	Adult education assessment form indicating what assessments the school plans to administer for the current school year. Each adult education program must let PCSB know which assessments the school will be held accountable to for the Adult Education PMF.	Campus	Adult Education Schools
9/30/2015	Early Childhood Assessments	EC Assessment Selection Form indicating what assessments the school plans to administer for the current school year. Each school with early childhood grades (PK3-2) must let PCSB know which assessments the school will be held accountable to for the EC/ES/MS PMF.	Campus	Early Childhood Schools
10/8/2015	Certificate of Occupancy	Includes school name and current address; Occupancy load on form is equal to or greater than the sum of staff and students	Campus (1 for each facility)	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
10/8/2015	Insurance Certificate	Includes: general liability, directors and officers liability, umbrella coverage, property/lease insurance, auto liability insurance, workers compensation (or all coverage listed in school's charter agreement); should include all addresses/ campuses of an LEA	LEA	All Schools
10/8/2015	School Nurse Notification OR Certified Staff to Administer Medicine	DOH notice of assigned nurse on staff; OR copy of staff certificate to administer medications (not expired)	Campus	All Schools
10/8/2015	Board Roster	Board makeup must include: -Odd number of voting members -Greater than 3 but no more than 15 -Majority of members residing in DC (include address OR city of residence) -2 parent members (voting members) *Please include all members' email addresses **Adult schools may use alumnae or adult students to satisfy the parent requirement	LEA	All Schools
10/8/2015	Litigation Proceedings Calendar	Includes schedule of litigation or federal complaints issued against the school, includes: SPED-related legal proceedings, settlement agreements, and hearing officer decisions pending or occurring in the past school year; federal complaints issued against the school within the past year; or non-applicable memo. *In addition to this annual requirement, please note schools are required to notify PCSB within seven days of receiving any new complaint	LEA	All Schools
10/8/2015	Board Meeting Minutes--1st Quarter	Minutes from all board meetings held/ approved between July and October 2015; should reflect decisions made by the Board that are consistent with the Charter granted to the school, the School Reform Act, and applicable law	LEA	All Schools
10/8/2015	School Emergency Response Plan	An assurance letter confirming that the school has established procedures, protocol and drills in order to respond to potential crises (i.e., fire, tornado, earthquake, hurricane, lockdown, active shooter, health outbreak/ communicable diseases). The plan must be aligned with the guidelines of agencies such as Fire and EMS, MPD, and CFSA.	Campus (1 for each facility)	All Schools
10/8/2015	Sexual Violation Protocol	An assurance letter confirming that the school's policy regarding sexual violations has been read by all staff members -should confirm staff's understanding of their obligation for reporting sexual abuse of students	Campus	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
10/8/2015	Child Find Policy	<p>An LEA's Child Find procedures should include, but are not limited to, a written description of:</p> <ul style="list-style-type: none"> -how the LEA transitions students from Part C to Part B (if applicable to your student population) -public awareness and universal screening -identification/referral -evaluation and assessment -serving the student <p>*Child Find Procedures apply to students 21 and under (Adult Education programs should also complete this requirement)</p>	LEA	All Schools (DCPS Dependent LEAs should complete the assurance that they comply with DCPS's Child Find Policies and Procedures)
10/8/2015	Staff Roster & Background Checks	<p>Staff/volunteer name, position, indication that background check has been conducted</p> <p>*All volunteers working more than 10 hrs/ week must have background checks</p>	Campus	All Schools
10/8/2015	Employee Handbook (or submit individual policies)	<p>Includes school board-approved policies around compliance with applicable employment laws including:</p> <ul style="list-style-type: none"> -sexual harassment -equal opportunity -drug-free workplace -staff complaint Resolution Process -whistle blower Policy (best practice, not mandatory) 	LEA	All Schools
10/8/2015	Accreditation	<p>Letter and/or license of accreditation; or memo explaining where in the process the school is (undergoing accreditation);</p> <p>Schools not yet 5 years old may submit an N/A memo if they have not begun the accreditation process</p> <p>*ALL schools in operation for five years or more must be accredited or may be subject to board action per PCSB's Accreditation Policy</p>	LEA	All Schools
10/8/2015	SPED--Continuum of Services	Description of the school's continuum of services available to students with disabilities (template accurately filled out)	Campus	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
10/8/2015	Student/Family Handbook or submit policies: *Discipline Policy *Attendance Policy *Safeguard of Student Information	Discipline Policy -clear explanation of infractions and what leads to a suspension or expulsion -explanation of manifestation determination process for students with disabilities -due process and appeals procedures for parents if their child is issued a suspension or expulsion *Please note that substantive changes to the discipline policy must be submitted to PCSB as an amendment to the school's charter agreement. Attendance Policy -clear explanation of consequences of tardiness and absences -clear explanation of what constitutes an excused absence (including documentation required) -aligned with state law (i.e., truancy mandatory reporting, Attendance Accountability Act of 2013) -Grievance Procedure -- process for resolving parent/student complaints -Safeguard of Student Information Policy--aligns with FERPA regulations	LEA	All Schools
10/8/2015	Lease	Lease	Campus (1 for each facility)	New Schools, Schools in a new facility Schools with a new lease agreement
10/8/2015	Staff Preference	Assurance letter stating that enrollment based on staff preference is limited to 10% of the total student population or to 20 students, whichever is less. *If your school does not enact staff preference, please also submit an assurance letter making that clear	LEA	All Schools
10/8/2015	ELL	Assurance letter attesting to and describing the school's compliance with laws and regulations related to the education of English Language Learners.	LEA	All Schools
10/8/2015	ADA	Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility.	Campus	All Schools
10/8/2015	Title IX	Assurance letter attesting to and describing the school's compliance with laws and regulations related to Title IX.	LEA	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
10/31/2015	Monthly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	New Schools opening in SY 2015-2016; PCSB identified schools
10/31/2015	Quarterly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	All schools (except those submitting monthly financials)

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
11/30/2015	Monthly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	New Schools opening in SY 2015-2016; PCSB identified schools
12/1/2015	ESEA Focus and Priority Schools (Cohort II&III): Update web-based Intervention/Turnaround Plan	Update--Assurance letter stating that the school has updated their Improvement plan in web-based tool.	Campus	ESEA Focus and Priority Schools, Identified in SY 13-14 and those identified in SY 14-15.
12/1/2015	Audited Financial Statements	The annual examination and evaluation of the financial statements of a charter school. The audit is performed by a PCSB approved auditor.	LEA	All Schools
12/1/2015	Audited Financial Statements - FAR Data Entry Form	Use the FAR Data Entry Form to upload data from your school's financial statement for the Finance and Audit Review report.	LEA	All Schools
12/8/2015	2015-2016 Student Application	<p>Application may only ask: student name, date of birth, grade level, address, gender, siblings currently attending school; parent/guardian name, parent/guardian address, parent/guardian phone number</p> <p>Must NOT contain questions referring to IEPs or SPED, birth certificate, report cards, nationality, race, language, interview</p> <p>*should include a non-discrimination clause</p>	LEA	Schools not participating in MySchoolsDC
12/8/2015	2016-2017 Lottery Procedures	Lottery date; explanation of provisions for waitlisted students; provisions for notifying students of placement	LEA	Schools not participating in MySchoolsDC
12/8/2015	Fire Drills Conducted	List of dates the school has conducted a fire drill thus far in the year; tentative dates for drills for remainder of year	Campus (1 for each facility)	All Schools

SY 2016-2017 DC Public Charter School Board Compliance Review Report

Elsie Whitlow Stokes Community Freedom PCS

Requirement	Compliance Status	Due	On Time
Charters Board Calendar	Compliant	7/26/16	✓
School Calendar	Compliant	7/26/16	✓
Goals and Assessments	Compliant	7/26/16	✓
Fire Drill Schedule	Compliant	7/26/16	✓
Quarterly Financial Statements - 4th Quarter	Compliant	7/31/16	✓
Auditor Engagement Letter	Compliant	8/16/16	✓
Student/Family Handbook	Compliant	8/23/16	✓
Annual Report	Compliant	9/6/16	✓
Charter School Athletics Compliance	Compliant	9/14/16	✓
Professional Development Calendar (Title I Schools)	Compliant	9/30/16	✓
Board Roster	Compliant	10/6/16	✓
Certificate of Occupancy	Compliant	10/6/16	✓
Sexual Violation Protocol Assurance Letter	Compliant	10/6/16	✓
Employee Handbook: Employment Policies	Compliant	10/6/16	✓
Lease/Purchase Agreement and Right of Entry	Compliant	10/6/16	✓
Accreditation	Compliant	10/6/16	✓
Child Find Policy	Compliant	10/6/16	✓
ADA	Compliant	10/6/16	✓
Title IX	Compliant	10/6/16	✓
School Emergency Response Plan	Compliant	10/6/16	✓
Board Meeting Approved Minutes - 1st Quarter	Compliant	10/6/16	✓
SPED-Continuum of Services	Compliant	10/6/16	✓
Staff/Volunteer Roster and Background Checks	Compliant	10/6/16	✓
Litigation Proceedings Calendar	Compliant	10/6/16	✓
Staff Preference	Compliant	10/6/16	✓
ELL	Compliant	10/6/16	✓
School Nurse Notification/Certified Staff to Administer	Compliant	10/6/16	✓
Quarterly Financial Statements - 1st Quarter	Compliant	10/31/16	✓
Certificate of Insurance	Compliant	11/8/16	✓
Fire Drills Conducted	Compliant	12/8/16	✓
Student Enrollment Forms	Compliant	12/8/16	✓
Facilities Expenditure Data Inputs	Compliant	12/15/16	✓
Basic Business License	Compliant	N/A	✓
DC Non-Profit Status	Compliant	N/A	✓

A rating of **compliant** means the school has satisfied the compliance standards.

A rating of **in progress** means the school has provided an explanation or evidence that the issue is in the process of being remedied in a timely manner.

A rating of **not compliant** means the school has not provided an explanation or evidence of how the issue will be remedied, the timeline for addressing the issue has not been adequate, or the school has been non-responsive in addressing the issue.

Questions about this report can be directed to Katie Dammann at kdammann@dpcsb.org.

Appendix G

Annual Determination Reports



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

EDUCATION

ENCLOSURE 2

FEDERAL FISCAL YEAR (FFY) 2014 IDEA PART B LEA PERFORMANCE DETERMINATIONS

LEA:	Elsie Whitlow Stokes Community Freedom Public Charter School
Final Percentage Rating:	93%
Determination Level:	Meets Requirements

SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED

Element	Element Description	Determination Criteria	Number of Points Achieved	Number of Points Possible
1	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> Indicator 4b – N/A Indicator 9 – N/A Indicator 10 – N/A Indicator 11 – 90% - 94% compliance rate and corrected noncompliance Indicator 12 – N/A Indicator 13 – N/A 	2	2
2	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> FFY 2014 child count data submitted timely FFY 2014 Phase I and Phase II applications not submitted timely FY 2015 IDEA Maintenance of Effort (MOE) submitted timely 	2	3
3a	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	<ul style="list-style-type: none"> LEA did not receive a report in FFY 2014 as the result of an on-site monitoring visit 	N/A	N/A
3b	Dispute resolution findings	<ul style="list-style-type: none"> No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance 	2	2

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> • Timely submission of A-133 Report (if applicable) – 4 • Type of Auditor's A-133 Report Issued on Compliance (if applicable) – 4 • Significant deficiencies identified by the Auditor that are not a material weakness in the A-133 Report (if applicable) – 4 • Material weaknesses identified by the Auditor in the A-133 Report (if applicable) – 4 • Auditor's designation as low-risk sub-recipient in the A-133 Report (if applicable) – 4 • Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4 • Material weaknesses identified by the Auditor in the annual independent audit – 4 • Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4 	4	4
5	Other data available to OSSE regarding the LEA's compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> • Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2014 grants cycle 	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> • LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement 	1	1
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	<ul style="list-style-type: none"> • Reading assessments: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup • Math assessments: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup 	N/A	N/A

		LEA performance results on Next Generation Assessments in reading and math (Partnership for Assessment of Readiness for College and Careers (PARCC) and the National Center and State Collaborative (NCSC) Alternative Assessment):	Math	Reading
	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c ¹	Proficiency rates are calculated based on the following performance levels: <ul style="list-style-type: none">• PARCC Level 4: Percentage of students who met expectations• PARCC Level 5: Percentage of students who exceeded expectations• NCSC Level 3: Percentage of students who met expectations• NCSC Level 4: Percentage of students who exceeded expectations• N/A — LEA did not meet minimum “n” size for disability subgroup	N/A	N/A
8	Evidence of correction of findings of noncompliance that were issued in FFY 2014 and due for correction in FFY 2015, including progress toward full compliance	<ul style="list-style-type: none">• The LEA did not receive any findings of noncompliance from FFY 2014 that were due for correction in FFY 2015.	N/A	N/A
Total Number of Points Achieved				13
Total Possible Points from Applicable Elements				14
Percentage of Points Achieved from Applicable Elements				93%

¹ For FFY 2014 IDEA Part B Determinations, OSSE is reporting the performance of each LEA’s students with disabilities (SWD) subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2014 National Center and State Collaborative (NCSC) Alternative Assessment. This indicator will not be assigned a weight for this year. For FFY 2015 and beyond, OSSE will use each LEA’s SWD performance on the state-wide assessments in alignment with the new accountability system that will be developed pursuant to the Elementary and Secondary Education Act, amended by the Every Student Succeeds Act (ESSA). OSSE will provide LEAs information on how this indicator will be calculated in advance of next year’s determinations.



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

EDUCATION

Aug. 23, 2017

Erika Bryant
Executive Director
Elsie Whitlow Stokes Community Freedom Public Charter School
3700 Oakview Terrace NE
Washington, DC 20017

Re: Federal Fiscal Year (FFY) 2015 IDEA Part B LEA Performance Determination

Dear Ms. Bryant:

The Individuals with Disabilities Education Act of 2004 (IDEA) requires the Office of the State Superintendent of Education (OSSE) as the State educational agency (SEA) to make determinations annually about the performance of local educational agencies (LEAs). OSSE is required to use the same categories that the United States Department of Education, Office of Special Education Programs (OSEP) uses for state determinations as outlined in Section 616(d) of IDEA. In making such determinations, OSSE will assign LEAs one of the following determination levels:

- Meets Requirements
- . Needs Assistance
- . Needs Intervention
- . Needs Substantial Intervention

OSSE has determined that under IDEA section 616(d), for FFY 2015, Elsie Whitlow Stokes Community Freedom Public Charter School (PCS) **needs assistance** in implementing the requirements of Part B of IDEA. OSSE's determination is based on the totality of the LEA's data and information, including the LEA's:

1. History, nature and length of time of any reported noncompliance; specifically, the LEA's performance on Indicators 4b, 9, 10, 11, 12 and 13 as outlined in the State Performance Plan (SPP) and FFY 2015 Annual Performance Report (APR);
 - . Information regarding timely, valid and reliable data;
 - . On-site compliance monitoring, focused monitoring and dispute resolution findings;
 - . Sub-recipient audit findings;
 - . Other data available to OSSE regarding the LEA's compliance with the IDEA, including, but not limited to, relevant financial data and compliance with the Funding for Public Schools and Public Charter School Amendment Act of 2011;
 - . Performance on selected SPP results indicators; and
 - . Evidence of correction of findings of noncompliance, including progress toward full compliance.

Enclosure 1 explains the criteria for each element and the way existing data provided by LEAs were used to make determinations. Not all elements are applicable to each LEA; for example, some LEAs do not

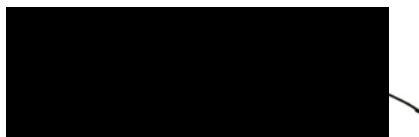
have data for Indicator 12, as they do not serve children within the applicable age range (3 years old). Enclosure 2 describes how Elsie Whitlow Stokes Community Freedom PCS's determination level was calculated. It includes a chart that summarizes each required element, its corresponding rating, the total number of points earned by the LEA and the percentage of applicable points earned by the LEA.

The LEA's FFY 2014 determination was meets requirements. Although IDEA section 616(e)(2)(B) and 34 CFR §§300.600(a) and 300.604 do not require enforcement actions, OSSE is advising Elsie Whitlow Stokes Community Freedom PCS of available sources of technical assistance in order for the LEA to improve performance and results for children and youth with disabilities. Specifically, OSSE publishes its Specialized Education Training & Technical Assistance calendar each fall. These technical assistance opportunities are also communicated to LEAs via the OSSE Look Forward newsletter, LEA meetings, and e-blasts. For more information regarding OSSE's Division of Elementary, Secondary, and Specialized Education Teaching & Learning Unit, please contact Osse.tta@dc.gov.

Any LEA that believes that a specific element reviewed in the determination process is inaccurate may appeal its assigned determination level. The appeal must be made within 30 calendar days of the date of receipt of this letter. The request for appeal must include the submission of all information necessary for OSSE to reconsider the original determination level. Additional information regarding appeals may be found in Enclosure 1.

OSSE is committed to supporting Elsie Whitlow Stokes Community Freedom PCS's efforts to improve results for children and youth with disabilities and looks forward to working with Elsie Whitlow Stokes Community Freedom PCS over the next year. As part of OSSE's ongoing effort to provide useful information to District of Columbia stakeholders, OSSE will be making determination results available to the public after the close of the appeals process. If you have questions about the determinations process or this letter, please contact me at Amy.Maisterra@dc.gov or (202) 481-3757.

Sincerely,

A black rectangular redaction box covering the signature of Amy Maisterra. A small grey arrow points from the right side of the box towards the right margin.

Amy Maisterra, Ed.D, MSW
Assistant Superintendent of Specialized Education

Enclosures (2)



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

EDUCATION

ENCLOSURE 2

FEDERAL FISCAL YEAR (FFY) 2015 IDEA PART B LEA PERFORMANCE DETERMINATIONS

LEA:	Elsie Whitlow Stokes Public Charter School
Final Percentage Rating:	78%
Determination Level:	Needs Assistance

SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED

Element	Element Description	Determination Criteria	Number of Points Achieved	Number of Points Possible
1	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> Indicator 4b – N/A Indicator 9 – N/A Indicator 10 – N/A Indicator 11 – 75% - 89% compliance rate and corrected noncompliance Indicator 12 – N/A Indicator 13 – N/A 	1	2
2	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> FFY 2015 child count data not submitted timely FFY 2015 Phase I and Phase II applications not submitted timely FY 2016 IDEA Maintenance of Effort (MOE) submitted timely 	1	3
3a	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	<ul style="list-style-type: none"> LEA did not receive a report in FFY 2015 as the result of an on-site monitoring visit 	N/A	N/A
3b	Dispute resolution findings	<ul style="list-style-type: none"> No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance 	2	2

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> • Timely submission of A-133 Report (if applicable) – N/A • Type of Auditor’s A-133 Report Issued on Compliance (if applicable) – N/A • Significant deficiencies identified by the Auditor that are not a material weakness in the A-133 Report (if applicable) – N/A • Material weaknesses identified by the Auditor in the A-133 Report (if applicable) – N/A • Auditor’s designation as low-risk sub-recipient in the A-133 Report (if applicable) – N/A • Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4 • Material weaknesses identified by the Auditor in the annual independent audit – 4 • Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4 • This LEA did not submit an A-133 audit 	1.5	1.5
5	Other data available to OSSE regarding the LEA’s compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> • Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2015 grants cycle 	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> • LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement 	1	1
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	<ul style="list-style-type: none"> • Math assessment: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup • Reading assessment: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup 	N/A	N/A

		LEA performance results on the Partnership for Assessment of Readiness for College and Careers (PARCC) assessment and National Center and State Collaborative (NCSC) Alternative Assessment for the students with disabilities subgroup:	Math	Reading
	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c ¹	Proficiency rates are calculated based on the following performance levels: <ul style="list-style-type: none">• PARCC Level 4: Percentage of students who met expectations• PARCC Level 5: Percentage of students who exceeded expectations• NCSC Level 3: Percentage of students who met expectations• NCSC Level 4: Percentage of students who exceeded expectations• N/A — LEA did not meet minimum “n” size for disability subgroup	16%	16%
8	Evidence of correction of findings of noncompliance that were issued in FFY 2015 and due for correction in FFY 2016, including progress toward full compliance	<ul style="list-style-type: none">• 100% of noncompliance corrected as soon as possible, but in no case later than one year after the identification of the noncompliance	2	2
Total Number of Points Achieved				10.5
Total Possible Points from Applicable Elements				13.5
Percentage of Points Achieved from Applicable Elements				78%

¹ For FFY 2015 IDEA Part B Determinations, OSSE is reporting the performance of each LEA’s students with disabilities (SWD) subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2015 National Center and State Collaborative (NCSC) Alternative Assessment. This indicator will not be assigned a weight for this year.

DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Division of Elementary, Secondary and Specialized Education

ENCLOSURE 2
FEDERAL FISCAL YEAR (FFY) 2013 IDEA PART B LEA PERFORMANCE DETERMINATIONS

LEA:	Elsie Whitlow Stokes Public Charter School
Final Percentage Rating:	106%
Determination Level:	Meets Requirements

SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED

Element	Element Description	Determination Criteria	Number of Points Achieved	Number of Points Possible
1	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> Indicator 4b – N/A Indicator 9 – N/A Indicator 10 – N/A Indicator 11 – N/A Indicator 12 – N/A Indicator 13 – N/A 	N/A	N/A
2	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> All data are submitted timely 	4	4
3a	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	Student-level <ul style="list-style-type: none"> LEA did not receive a report in FFY 2013 as the result of an on-site monitoring visit 	N/A	N/A
3b	Dispute resolution findings	LEA has 26-50 students with IEPs <ul style="list-style-type: none"> No dispute resolution complaints were filed against the LEA or 0-4 findings of noncompliance 	2	2

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> • Timely submission of A-133 Report (if applicable) – 4 • Type of Auditor’s A-133 Report Issued on Compliance (if applicable) – 4 • Significant deficiencies identified by the Auditor that are not a material weakness in the A-133 Report (if applicable) – 4 • Material weaknesses identified by the Auditor in the A-133 Report (if applicable) – 4 • Auditor’s designation as low-risk sub-recipient in the A-133 Report (if applicable) – 4 • Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4 • Material weaknesses identified by the Auditor in the annual independent audit – 4 • Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4 	4	4
5	Other data available to OSSE regarding the LEA’s compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> • Timely LEA submission of Phase I and Phase II applications and reimbursement for a minimum of 45% of its IDEA, Section 611 funds within the first 15 months of the FFY 2013 grants cycle 	4	4
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> • LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement and LEA reported on MOE to OSSE timely 	2	2
7	Performance on selected District of Columbia State Performance Plan (SPP) indicators	<ul style="list-style-type: none"> • LEA did not meet minimum “n” size for disability subgroup 	N/A	N/A

8	Evidence of correction of findings of noncompliance, including progress toward full compliance (points added to total score)	<ul style="list-style-type: none">100% of noncompliance corrected as soon as possible, but in no case later than one year after the identification of the noncompliance	2	2
		<ul style="list-style-type: none">BONUS: LEA has no longstanding noncompliance from FFY 2009, 2010, 2011 and 2012	1	
Total Number of Points Achieved				19
Total Possible Points from Applicable Elements				18
Percentage of Points Achieved from Applicable Elements				106%

Appendix H

Child Find Focused Monitoring Report



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

EDUCATION

March 25, 2016

CHILD FIND FOCUSED MONITORING REPORT

Elsie Whitlow Stokes Community Freedom Public Charter School

I. INTRODUCTION

As the state education agency (SEA) for the District of Columbia, the Office of the State Superintendent of Education (OSSE) is responsible for monitoring and enforcing the implementation of the Individuals with Disabilities Education Act of 2004 (IDEA) regulations, which includes the Child Find mandate, in all local education agencies (LEAs) and public agencies in the District of Columbia (34 CFR §300.600). Under the law, LEAs have an obligation to identify, locate, and evaluate students who they suspect may have a disability, in order to evaluate them for potential eligibility for special education services (see IDEA 2004, 20 U.S.C. § 1412(a)(3) and 34 C.F.R. § 300.111).

During the 2014-15 school year, OSSE conducted a Child Find review to determine Elsie Whitlow Stokes Public Charter School's (PCS's) identification rate by calculating the percentage of students attending the LEA who were identified as students with disabilities and receiving special education. After careful review, OSSE found that Elsie Whitlow Stokes PCS had identified 6.81 percent of its students eligible for special education, which was significantly lower than the District's 2014-15 identification rate of 14 percent.

As a result of the Child Find review, OSSE conducted focused monitoring activities at Elsie Whitlow Stokes PCS to identify the causes of the LEA's low identification rate. This report summarizes OSSE's observations about the Child Find system and implementation within the LEA and makes best practice recommendations, if necessary.

II. METHOD

OSSE performed record reviews to examine Elsie Whitlow Stokes PCS's evaluation and eligibility determination processes. A review of the LEA's written documents related to the LEA's Child Find system was also conducted. OSSE reviewed written documents including the LEA's policy and procedures; application and enrollment materials; staff, parent and student handbooks; and documents related to staff professional development; and Student Support Team (SST) or Response to Intervention (RTI) procedures. In addition to the record and document reviews, OSSE conducted staff interviews to gather information

about the staff's knowledge of the processes for referral, evaluation, and eligibility determination for students suspected of having a disability.

III. LEA LEVEL OBSERVATIONS

OSSE used the information collected from the document reviews to determine if the policies complied with IDEA requirements regarding Child Find. OSSE interviews covered a range of topics related to Child Find such as the SST process, referral documentation for special education, and the LEA's evaluation and eligibility processes. OSSE's observations, based on the document reviews and interview responses, are presented below:

1. The staff interview responses were consistent with the information obtained from the review of the LEA's policies, which demonstrated that written policies existed and were being implemented.
2. The special education referral manual was user friendly and contained a checklist to guide staff through the referral process. The manual was also in alignment with federal and local regulatory requirements.

IV. RECOMMENDATIONS

OSSE makes the following recommendations to improve the LEA's Child Find system:

- Maintain communication with assigned OSSE LEA monitor to review and/or resolve any special education matters that may arise.

V. NEXT STEPS

- OSSE will conduct a subsequent review of Elsie Whitlow Stokes PCS's Child Find data to determine the identification rate and to review the implementation of the Child Find system.
- If Elsie Whitlow Stokes PCS continues to have significantly low identification rates in the subsequent review, OSSE strongly encourages Elsie Whitlow Stokes PCS to implement the suggested recommendations.