



DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Charter and/or Charter Agreement Amendment Application

Part I: General Information

All applicants must complete this section

SUBMITTED BY: Chris Zimmerman: The Children's Guild DC Public Charter School

SUBJECT: Charter Amendment Request for: (Mark all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Enrollment Ceiling Increase | <input type="checkbox"/> Name Change – Campus or Facility |
| <input type="checkbox"/> Program Replication of Grades Served | <input type="checkbox"/> Campus Reconfiguration |
| <input type="checkbox"/> Grade Level Expansion (Single Grade) | <input type="checkbox"/> LEA Status for Special Education |
| <input type="checkbox"/> Grade Level Expansion (Grade Band) | <input type="checkbox"/> Special Education Enrollment Preference |
| <input checked="" type="checkbox"/> Additional Facility or New Location | <input type="checkbox"/> Governance Structure |
| <input type="checkbox"/> Goals and Achievement Expectations | (Bylaws, Articles of Incorporation or Management) |
| <input type="checkbox"/> Mission or Education Philosophy | <input type="checkbox"/> Graduation Requirements |
| <input type="checkbox"/> Curriculum, Standards or Assessments | <input type="checkbox"/> Competency-Based Learning Application |

SUBMISSION DATE: 9/24/2019

SCHOOL BACKGROUND

Please address the following questions in their entirety. This information provides helpful background to the DC PCSB Board as it reviews these requests.

Overview of School Performance

1. Provide the following information about your Local Education Agency (LEA) by campus:
 - a) Campus name(s) and location(s): **The Children's Guild DC Public Charter School**
 - b) Year opened: 2015
 - c) Grade levels served (Currently and at maturation of charter agreement, if applicable): **K-8**
 - d) Date that charter will be eligible for possible renewal: **2020**
2. Please select the performance indicators below that describe the school's current performance*: (Mark all that apply)
 - ☐ Currently rated Tier 1, or met at least 2/3 of targets on the most recent PK-only PMF or Alternative Accountability Framework.
 - ☒ School is not currently under corrective action.
 - ☒ Has historically met enrollment projections w/in 80% of target.
 - ☒ School has been in operation for 3+ years.
 - ☐ School is currently accredited. **In process for applying.**

*If the school has multiple campuses or varying PMFs, please describe the academic performance of each campus here: **NA**

Disclaimer: While processing this application, DC PCSB staff may contact you later to request additional information for the Board's consideration. By submitting this application, you agree to cooperate with DC PCSB staff to ensure your application is processed in a timely manner. For questions, please contact DC PCSB staff person Laterica (Teri) Quinn at (202) 328-2660.

PROPOSAL

The Children's Guild DC Public Charter submits to the DC Public Charter School Board this application to amend its charter agreement by changing the item(s) selected above. If approved, this amendment will be effective on September 1, 2019 (*leave blank if this has not been determined*).

1. Please provide details on the selected amendment(s) above and describe the requested change(s), including the school's rationale for the proposed changes. Describe any planning that is already underway to prepare for the proposed amendment.

The school needs a large group area for physical education. The adjacent church has a large, unoccupied garage (2500 square feet) that could be converted to an indoor physical education space. The school seeks to lease and improve the space for access by students. The address is 2130 24th PI NE, Washington, DC 20018.

The total cost of the renovation is \$275,000 which will add an expense of \$19,200 annually on the lease with the owner, who also owns our current building.

2. How will the proposed amendment(s) support or enhance the school's mission?

The additional space will allow for students to have an area for indoor physical education.

3. While considering this amendment request, DC PCSB staff may review the school's history of board actions, DC PCSB audits, community complaints, enrollment trends, and any relevant data used by DC PCSB to monitor equity in schools. Please describe any DC PCSB audits, notices of concern or other board actions issued against your school in the past 3 years. What was the outcome? Please explain what steps, if any, you've taken to address the concerns that prompted a DC PCSB audit, board action, or community complaint.

The school is preparing for the five year review. The school leadership has met with the PCSB leadership to focus on goals.

4. DC PCSB will review the school's Financial Audit Reviews (FAR) and current financials to determine the fiscal health of the organization. If applicable, describe how the proposed amendment will impact the school's finances. Explain any anticipated expenses for the proposed changes and how the school will finance them. *[EXCLUDES the following amendments: Governance, Goals, Mission, Curriculum, Name Changes and Graduation Requirements. If not applicable, write N/A.]*

Note: If applicable, in addition to your narrative please attach a proposed [5-year Operating Budget](#).

We presented to the board and parent advisory on December 12, 2018 and the decision to move forward was approved. We have met with all of the surrounding businesses as there are no residents on our street or the impacted area of 24th Place NE. We attempted to get on the agenda for the 5D ANC on May 14, 2019 and the 5B ANC on May 22, 2019, but were unsuccessful. We were finally able to present to the ANC on September 14, 2019. The ANC asked for additional information, including the building plans, which have been forwarded to the ANC. The ANC's major concern was traffic on Baldensburg Road, but this garage renovation does not impact total enrollment or traffic.

5. How has the school informed its external stakeholders (e.g. local ANC commissioners, neighbors) and internal stakeholders (e.g. staff, parents) of the proposed amendment(s)? Please attach any written communication (e.g., meeting minutes). Describe any notable support for or opposition to the proposed amendment(s). If concerns have been brought to your attention, how do you plan to address them? *[EXCLUDES the following amendments: Governance, Goals, Mission, Curriculum, Graduation Requirements and Competency-Based Learning Credits. If not applicable, write N/A.]*

The school attended the May 2019 ANC meeting for 5C and 5B to present the plans. The meetings were cancelled, but we were able to present on September 14, 2019.

6. When did your school's board approve the proposed amendment(s)? Please attach minutes from the meeting and vote results.

December 12, 2018

Section C1. New Campus Location or Additional Facility

***ONLY complete this section if applying to amend a Facility or New Location.**

Any school that is planning to operate a new campus in an existing (or new) location or relocate an existing campus, whether temporarily or permanently, and even if it is taking over an existing campus of another public charter school, must notify DC PCSB of the change and amend its charter agreement to include the new address.

DC PCSB will generally approve a campus addition or relocation amendment, if the school has made documented and meaningful effort to engage the community, including the Advisory Neighborhood Commission (ANC), and has made an effort to address their concerns, if any. The school must show proof that it has taken into consideration the current families attending the school and their transportation needs, at least for the first year of operation in the new location.

1. Please check the reason below that best describes your proposed change.

- ☐ Entire campus or school is relocating from current location to a new location.
- ☒ A single campus is both staying in its current location AND expanding into a second location (e.g. some grades in one facility and some in a second facility to allow more space, or until a permanent larger facility is found). **Leasing space in an adjacent building for physical education and recreation. There will be no relocation of grades.**
- ☐ School is creating a new campus being housed in a new facility (Note: Please complete [Section A2: Program Replication](#))

2. List all the facilities and addresses the school currently operates, along with the new facility(ies) the LEA plans to operate if approved. Include the campus(es) located in each facility, highlighting any changes from what is currently written in the school's charter agreement.

The Children's Guild DC Public Charter 2146 24th Place NE

2130 24th PI NE, Washington, DC 20018

3. Is the proposed new facility a property that you plan to purchase or lease? How many square feet is this space? Which grade level(s) will be at this location? If you have already purchased or leased the property, provide specific dates of when the property was acquired. **2800 square feet to be used by all grade levels, K-8 for physical education. The property will be leased at a rate of \$1600/month. The school plans to use the space daily. The building is adjacent and attached to the current building. Students can walk to the facility.**

4. If the school is planning to move a current campus into a new location, please answer the following:

- a. How will the change in location impact students who currently attend this campus, and how will you ensure that students will re-enroll? **The campus remains the same.**
- b. Given that students are expected to move; how will you support families that need transportation? **There is no change in the current campus.**

5. Describe the neighborhood of the proposed location (e.g. residential, commercial, metro-accessibility). What value will you bring to this community? In your response, list traditional and public charter schools in close proximity to the new location, identifying schools that serve the same grade span as you will serve at full capacity at this location. Describe how the academic performance, demographics, and mission of your school compare to these schools. **The site is in an industrial area adjacent to the current building.**
6. Describe how you have engaged your school's community in the decision to relocate, expand, or divide into this new location. Submit documentation of your communications with your staff and families regarding this new location. Please explain any potential concerns raised by the school's internal community, including students, teachers, etc. **We presented to the board and parent advisory on December 10, 2018 and the decision to move forward was approved because the Echostage contract fell through. The board and parent representatives were agreeable that the church location was superior to the Echostage location.**
7. Describe all community outreach that has been done in the local community of the new school location. Submit documentation of communications with nearby principals, neighbors, ANC representatives, Councilmembers, and others, notifying them of your plans. **We have met with all of the surrounding businesses as there are no residents on our street or the impacted area. We have attempted to go the ANC meeting in May, but it was cancelled. We presented at the September 14, 2019 meeting.**
8. Will there be newly-created slots for additional students? If so, discuss student recruitment efforts in the new school community. **No additional students.**
9. What is the occupancy maximum at the new location? If the maximum occupancy load for staff and students is less than the total number of staff and students who will occupy the facility at any point in the future, please explain how you will address this issue. 100 students
10. In addition to providing a 5-year Operating Budget, please answer the following questions regarding the financial impact of the proposed new location:
 - a. How much does the proposed new facility cost, and how many students will be served at the new site? **The lease of the space will not exceed \$19,200. The cost is \$1600 per month with an anticipated schedule of 5 days per week.**
 - b. What is the school's per-pupil cost, and how does this compare with its per-pupil allowance? **The per-pupil cost is \$55 and well within the per-pupil for facilities.**
 - c. If you plan to operate multiple facilities, in addition to the proposed new location, what is the LEA's total facilities cost (e.g. lease, plus mortgage)? How does this expense compare with your per-pupil allowance? **The total rent for the existing building is \$1,333,000 annually. At a projected enrollment of 450 students, the per-pupil cost**

is \$2962. The lease for the space adjacent to the existing building adds another \$55 per student to the lease, which is within the facility per-pupil allotment.

- d. What additional sources of funding do you plan to use to pay for this new facility. **Our existing funding is sufficient to cover the cost.**
- e. If applicable, what contingencies do you have in place in case the new location enrolls fewer students than anticipated? **The added cost can be supported with 350 students.**

LEASE

THIS LEASE, made effective the 20 day of February, 2019 by and between First Christ Apostolic Church (hereinafter the "Landlord") and 2146 24th PI B&B, LLC, and/or assigns (hereinafter the "Tenant").

WITNESSETH:

1. **Premises.** For good and valuable consideration, the Landlord does hereby lease certain real property consisting of approximately 2,500 square feet of land (the "Premises") outlined in blue on the attached exhibit A; being part of the property described as Square 4258 Lot 0139 in the District of Columbia (the "Property").

2. **Term.** The Tenant shall hold the premises for the term beginning on the March 1, 2019 and unless earlier terminated, shall expire on the June 30, 2025 (the "Term").

3. Improvements and Rent

A. Tenant has the right to occupy and use the Premises, for the purpose of creating a gymnasium, including restrooms and other improvements as set forth in the proposed layout of the Premises attached hereto as Exhibit B. Tenant shall be solely responsible for the cost of all improvements it desires to construct upon or within the Premises. The parties hereto acknowledge the Tenant is likely to spend Three Hundred and Fifty Thousand (\$350,000) Dollars. The improvements shall be constructed in a good and workmanlike manner and at the end of the Term shall remain part of the Premises.

B. In recognition of the likely cost of improvements performed by Tenant, the total amount of donation the Tenant shall make for use of the Premises, taxes and utilities thereon shall be One Thousand \$1,500 Dollars per month (the "Donation") for the entirety of the Term. Such Donation shall be made in advance on the 1st day of each month. If for any reason the Landlord should be unable to deliver possession of the Premises at the commencement date of this lease, the donation payable hereunder shall be abated until possession is delivered, and the Landlord shall not be liable to the Tenant in damages or otherwise for such delay.

4. Landlord Covenants.

A. Landlord covenants and warrants that it is the true and lawful owner of said Premises and has good right and full power to lease the same. Subject to the shared use of the Premises as noted below, Tenant shall quietly and peaceably hold, possess and enjoy the Premises for the full term of this Lease without any hindrance from Landlord or any person claiming by, through or under the Landlord.

B. Landlord will furnish hookups for heat and air conditioning to the Premises and electricity, water, and sewer (but only to the extent they are currently supplied). Landlord shall not be liable for any damage or inconvenience caused by the cessation or interruption of such heating, air conditioning, electricity, or water, occasioned by fire, accident, strikes, necessary maintenance, alterations, or repairs, or other causes beyond the Landlord's control.

5. **Parking and Common Areas.** Tenant shall have the right to use in common with the Landlord parking areas as stipulated in the Parking Lot Lease. Landlord shall have the right to establish, modify and enforce reasonable rules and regulations with respect to all parking facilities.

6. Use of the Premises.

A. Tenant shall have the exclusive right to use the Premises on weekdays (Monday-Friday) from 6:00am to 5:00pm, when school is in session, two (2) Saturdays per month (1st and 2nd Saturdays) for the months of April until September, and one (1) Saturday (1st Saturday) per month from October until April. Landlord shall have the exclusive right to use the Premises on weekdays (Monday-Friday) from 6:00pm to 12:00am, Sundays and Saturdays other than as set forth above. During all other times, Landlord and Tenant agree to share the Premises using their best efforts to notify the other party at least three (3) days in advance of a particular event or time during which one party desires to exclusively use the Premises. The party last using the Premises shall be responsible for cleanup prior to use by the other party.

B. All Gym fixtures (Volleyball court and etc.) on the floor shall be removable type and the basketball hoop shall be a retractable type.

7. Assignment and Subletting. Tenant covenants not to assign this lease nor sublet the Premises or any portion thereof, without the consent of the Landlord which shall not be unreasonably withheld, conditioned or delayed. Landlord consents to the subletting of the Premises from Tenant to the entity known as The Children's Guild, Ltd.

8. Mutual Agreement and Insurance. With respect to the Premises, each of Landlord and Tenant covenants and agrees to indemnify and defend the other party from any claim or cause of action caused by their (or their agents, employees and invitees) negligence with respect to the Premises. Landlord agrees to keep the Property insured.

9. Fire Clause. If the Premises are destroyed by fire or other cause, Tenant may elect to restore the Premises and, in such event, all proceeds of insurance shall be used for such purpose. If Tenant does not elect to restore the premises, the Lease shall terminate on the day such notice is given.

10. Condemnation. If any portion of the premises or if the whole or any substantial part of the Premises, shall be taken or condemned by governmental authority for any public or quasi-public use or purpose, then the term of this lease shall cease upon the date when the fee simple title vests in the public authority and without apportionment of the award. Tenant may make a separate claim to such condemning authority with respect to the improvements or other items lost by Tenant in such condemnation action.

11. Default. If the Tenant shall fail to pay rent or otherwise perform its obligations to the landlord within fifteen (15) days of its receipt of written notice from the Landlord (or such longer period [up to 90 days] if the nature of the default requires additional time so long as tenant is continuously working to cure the same), Tenant shall be in default of this lease. In such event, the Landlord shall be entitled to the possession of the Premises and to re-enter the same without demand and in the event of such re-entry or retaking by the Landlord, the Tenant shall nevertheless remain in all events liable and answerable for the full rental to the date of retaking or re-entry, and the Landlord shall be entitled to recover damages and reasonable attorney's fees and expenses in enforcing any of the obligations under this Lease.

12. Tenant Holding Over. If the Tenant shall not immediately surrender possession of the demised premises at the termination of this Lease, the Tenant shall become a Tenant from month to month, until either party sends written notice to the other at least thirty (30) days in advance. In such event, all of the obligations of the Tenant and all rights of the Landlord

applicable during the terms of this Lease shall be equally applicable during such period of subsequent occupancy.

13. **Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

14. **Insurance.** Landlord shall maintain fire and extended coverage insurance on the Building and the Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its own expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises of the Property.

Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of its business that is conducted in the Premises with the premium thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 single limit coverage of bodily injury, property damage, or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Property.

15. **Miscellaneous.**

A. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease of the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

B. Each party agrees (at no additional cost) to execute, deliver and provide to the other party any documents or materials necessary for the carrying out of the terms of this Lease, and any permits, consents or otherwise as required by law.

C. This writing is intended by the parties as final expression of their agreement, and as a complete and exclusive statement of the terms hereof, all negotiations, considerations and representations between the parties having been incorporated herein. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

D. This Lease shall be construed under the laws of the District of Columbia. The Tenant hereby the Premises and the Landlord the property for the purposes of service of all notices, writs or summons, or other legal documents, or process, in any suit, action, or proceeding which Landlord may undertake under this Lease. Should any provision of this Lease be held invalid or unenforceable, the parties desire that it be modified by the court to conform as closely possible to its original intent without being invalid or unenforceable, and that in such form it be enforced. Invalidity or unenforceability of a provision herein shall not affect the validity or enforceability of any other provision herein.

E. Notice shall be deemed effective when made in writing and delivered by hand or by next day delivery service (i.e. UPS, Fed Ex) with signature due upon receipt:

If to Landlord to:

First Christ Apostolic Church
2130 24th Place, NE
Washington, DC 20018

If to Tenant to:

2146 24th PI B&B, LLC
2612 28th Street, NE
Washington, DC 20018

IN WITNESS WHEREOF, the Landlord and Tenant have set their hand seal, and witnessed or attested by its duly authorized officers the day and year first herein before written.

For: First Christ Apostolic Church

Dr. Abraham Obadare
By:
Title: General Secretary

ALC
Witness/Attest

For: 2146 24th PI B&B LLC

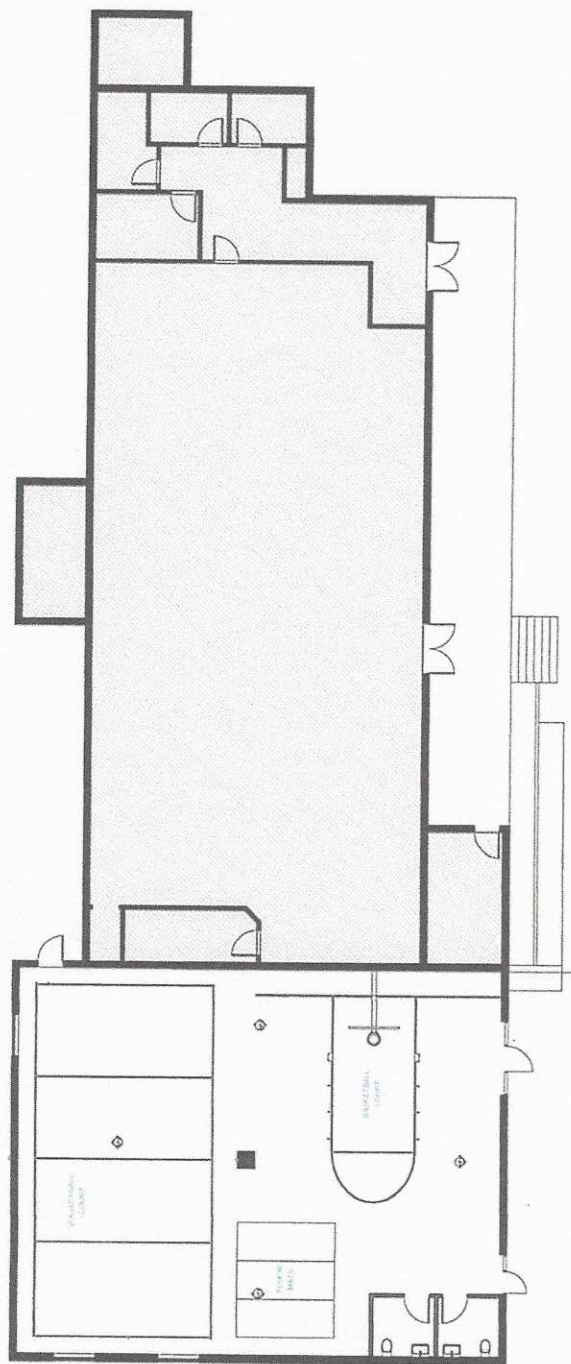
INDRIT BREGASI
By:
Title: M. Member

L.P
Witness/Attest

Indrit Bregasi

EXHIBIT A





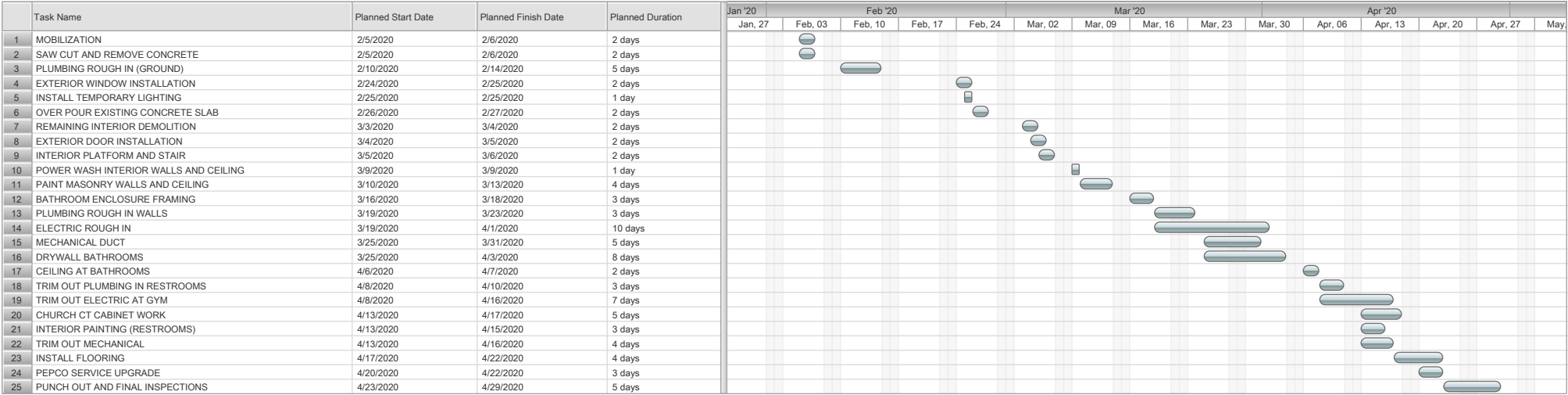
SK.1 1ST FLOOR PLAN

afa | studios
1736 20th Street NW
Washington DC

RENOVATION
2130 24TH PLACE NE WASHINGTON DC

Date: 10/4/18
Scale: 3/32" = 1'-0"
00001320 11' x 17'

CHILDREN'S GUILD DC SCHOOL GYM - 28 Feb 2020



Five-Year Estimated Budget Worksheet

DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES					
Per Pupil Charter Payments	13,001,917	13,326,965	13,660,139	14,001,643	14,351,684
Federal Entitlements	736,719	755,137	774,015	793,366	813,200
Income from Grants and Donations	-	-	-	-	-
Activity Fees	-	-	-	-	-
Other Income	60,000	61,500	63,038	64,613	66,229
TOTAL REVENUES	13,798,636	14,143,602	14,497,192	14,859,622	15,231,112
EXPENSES					
Personnel Salaries and Benefits	7,810,417	7,947,099	8,086,174	8,227,682	8,371,666
Direct Student Costs	1,452,328	1,495,898	1,540,775	1,586,998	1,634,608
Occupancy	1,515,523	1,553,411	1,592,246	1,632,053	1,682,854
Office Expenses	425,294	433,800	442,476	451,325	460,352
General Expenses	2,484,224	2,546,330	2,624,988	2,700,613	2,783,128
TOTAL EXPENSES	13,687,786	13,976,538	14,286,658	14,598,670	14,932,608