

## **Attachment A—Redlined Policy**

POLICY TITLE: Mandatory School Notification Policy	
ADOPTION/EFFECTIVE DATE: June 25, 2018	MOST RECENTLY UPDATED: <u>September 17, 2018</u>

### **PURPOSE**

Each local education agency’s (LEA) charter agreement outlines instances in which the LEA must provide notification to the DC Public Charter School Board (DC PCSB). This policy highlights the specific scenarios in which schools must provide notification and the process for doing so. The School Reform Act of 1995, D.C. Code §§ 38-1802.01 *et seq.*, requires DC PCSB to monitor adherence to health and safety regulations and compliance with applicable laws.

### **POLICY**

The guidelines in this policy are applicable to all public charter schools unless otherwise specified in the school’s charter agreement. These notification requirements are separate and apart from the data and document submissions required by other DC PCSB policies, the reporting requirements included in our Annual Compliance Reporting process, and any additional notifications required by a school’s charter agreement.<sup>1</sup> Schools must also follow applicable health and safety laws (e.g., mandatory reporter requirements to contact Child and Family Services Agency or the Metropolitan Police Department).

Part I – General Notifications: Notify DC PCSB at the same time as notifying parents by sending an email to [notification@dcpcsb.org](mailto:notification@dcpcsb.org).

- **Unscheduled school closing.** This includes inclement weather, facility malfunctions (e.g., plumbing), or other closings where students will miss a full day or are released early for at least half of the school day. In addition to the email notification, for full day closings, update the calendar in the Office of the State Superintendent of Education’s database.<sup>2</sup>

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<sup>1</sup> The requirements in this policy supersede any conflicting requirements in other DC PCSB policies.

<sup>2</sup> eSchoolPlus or any other database OSSE uses for school calendars.

- **Immediate health or safety crisis.** This includes lockdowns (e.g., active shooter in proximity), contagious disease outbreaks, or other instances where student health or safety is compromised.

Part II – Notifications included in the charter agreement: Notify DC PCSB within five business days by sending an email to [notification@dcpcsb.org](mailto:notification@dcpcsb.org).

- **Key personnel changes.**
  - This includes the Board Chair, Executive Director/Head of School, and any other key personnel as identified by position in the school’s charter agreement. The email notification shall include the person’s name, position, and date of departure, and must be sent within five business days of the school receiving written notice of the intended departure.
  - In addition to the email notification, schools are expected to update the Hub<sup>3</sup> within five business days of the effective date of departure. In addition to the personnel listed above, schools are also expected to update the Hub to reflect any changes to the school’s Board (this applies to all members of the Board, not just the Chair).
- **Revoked or expired authorizations<sup>4</sup> related to health or safety.** This includes any formal findings by the Department of Health, revocations related to food service, Certificate of Occupancy below current capacity, or other instances where a once valid safety-related certificate/license is no longer valid. This email must include the school’s intended actions in response to the revocation or expiration.
- **Proceedings.** This includes any material action, arbitration, government investigation, or other proceeding against the LEA. DC PCSB must receive notice within five business days of the institution of any such proceeding.
- **Changes to a school’s management contract.<sup>5</sup> Any modifications to a school’s management contract, as well as any additional contracts with or payments to the management organization, must be promptly disclosed**

<sup>3</sup> The Hub or any other DC PCSB database used for school contacts.

<sup>4</sup> According to the charter agreement, “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.

<sup>5</sup> A “school management contract” is any contract for management or oversight services between a school and a school management organization, as defined by law and the school’s charter agreement. For a school management contract to be exempt from procurement contract bidding requirements under DC PCSB’s Procurement Contract Submission and Conflict of Interest Policy, the relationship between the school and the management organization must be disclosed in the school’s charter agreement. A school must seek approval from the DC PCSB Board to enter into a management contract with a new management organization.

to DC PCSB. DC PCSB must receive notice within five business days of the execution of any such modification or additional agreement.

### **Consequences of Non-Compliance**

Public charter schools that do not adhere to the guidelines above may be subject to the consequences below. Separate and non-related instances may accrue for the duration of one year (beginning on July 1 and ending on June 30) leading to the following trajectory.

- First instance of late notification/ no notification: Out of Compliance Notice
- Second instance: Out of Compliance Notice
- Third instance: Notice of Concern
- Fourth instance/uncured Notice of Concern: Charter Warning

Notices of Concern and Charter Warnings are referenced in a school's charter review and charter renewal report. If a school receives a Notice of Concern or Charter Warning, DC PCSB's Board will provide steps the school must take to have it lifted, which will be determined case by case based on the area and extent of non-compliance.

### **Board Approval Acknowledged by:**

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Rick Cruz  
DC PCSB Board Chair

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