

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

AND

D.C. HEBREW LANGUAGE CHARTER SCHOOL
d/b/a SELA PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2013 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and D.C. HEBREW LANGUAGE CHARTER SCHOOL d/b/a SELA 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 §38-1802.03 of the Act, PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia;

WHEREAS, the School Corporation submitted a petition in accordance with §38-1802.02 of the Act to establish a public charter school (the “**Petition**”);

WHEREAS, PCSB has determined (i) that the Petition satisfies the requirements set forth in Subchapter II of the Act; and (ii) approved the Petition. subject to the execution of this Agreement by PCSB and the School Corporation;

WHEREAS, §38-1802.04(c)(3)(A) of the Act gives broad decision-making authority over school operations to the board of trustees of the School Corporation (“**Board of Trustees**”), including exclusive control over administration, expenditures, personnel, and instruction methods; and

WHEREAS, PCSB and the School Corporation 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. ESTABLISHMENT OF SCHOOL

1.1 Charter. A. The School Corporation shall establish a public charter school (the “**School**”) in the District of Columbia and shall operate such School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall constitute the School Corporation’s charter (the “**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 School’s Charter and attached hereto:

- (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;
 - (ii) Proposed Rules and Policies for Governance and Operation of School Corporation [Attachment A];
 - (iii) Articles of Incorporation and Bylaws [Attachment B];
 - (iv) Procedures to Ensure Health and Safety of Students and Employees [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 subject to a public hearing 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 a School Corporation shall only be required to provide PCSB a petition for approval for any proposed changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

1.2 Effective Date and Term. The Charter shall commence on the effective date of this Agreement and shall continue for a term of fifteen (15) years 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.

SECTION 2. EDUCATIONAL PROGRAM

2.1 Mission Statement. A. The School Corporation shall operate the School in accordance with its mission statement: Sela Public Charter School will offer children of all ethnic and socioeconomic backgrounds in the District of Columbia, from pre-kindergarten to 5th grade, the opportunity to achieve academic excellence in a safe, nurturing environment that focuses on Hebrew language immersion, promotes the value of diversity and provides the skills for taking action in the world.

B. The School Corporation shall provide the 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 ages/grades pre-kindergarten age 4 through first grade. In each of the succeeding four (4) 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.

2.3 Academic Achievement and Goals. A. The School Corporation has selected as its measure of academic achievement expectations the indicators listed in the early childhood and elementary/middle, Performance Management Frameworks developed by PCSB (“PMF”s). In so electing as its measure of academic achievement expectations, the school must:

At its Fifth-Year Charter Review: earn at least 40% of the possible PMF points in at least two of the most recent three years in operation to be deemed as having met its goals and student academic achievement expectations during this review.

At its Tenth-Year Charter Review: earn at least 50% of the possible PMF points in two of the most recent three years and not under 45% in any of the past five. In cases where a school has not achieved this, but has demonstrated consistent improvement over the course of the five years, the PCSB Board may determine it to have met its goals and student academic achievement expectations.

At Charter Renewal and Every Five Year Review Thereafter: earn at least 55% of the possible PMF points in two of the previous three years and not under 45% for any of the past five years.

Accordingly, 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 the School’s academic achievement expectations. However, if material changes are made to any PMF that a School Corporation elects not to accept, the School Corporation shall provide PCSB a petition for a charter revision pursuant to §38-1802.04(c)(10).

B. The School Corporation shall be evaluated in accordance with the following mission-specific and/or non-academic goals as set forth in its Petition:

Goal	Measure
1. The students of the school will reflect the diverse racial, ethnic, and socioeconomic population of the District of Columbia and will represent the various wards of the city, by having at least 50% of its students eligible for free or reduced price meals.	Demographic data captured in the annual Enrollment Audit Student Demographic data captured by PCSB’s data systems.
2. By the end of 2nd grade, 75% students will: <ul style="list-style-type: none"> • Comprehend language consisting of simple vocabulary and structures in face-to-face conversation with peers and familiar adults. • Comprehend the main idea of more extended conversations with some unfamiliar vocabulary and structures as well as cognates of English words • Call upon repetition, rephrasing, and nonverbal cues to derive or convey meaning from a language other than 	ELLOPA - Meet or exceed a rating of 2

<p>English.</p> <ul style="list-style-type: none"> • Use appropriate strategies to initiate and engage in simple conversations with more fluent or native speakers of the same age group, familiar adults, and providers of common public services. 	
<p>3. By the end of 5th grade, 75% of students will:</p> <ul style="list-style-type: none"> • Comprehend messages and short conversation when listening to peers, familiar adults, and providers of public services either in face-to-face interactions or on the telephone. • Understand the main idea and some discrete information in television, radio or live presentations. • Initiate and sustain conversations, face-to-face or on the phone, with native-speaking or more fluent individuals. • Select vocabulary appropriate to a range of topics, employ simple and complex sentences in present, past, and future time frames, and express details and nuances by using appropriate modifiers. • Exhibit spontaneity in their interactions, particularly when the topic is familiar, but often rely on familiar utterances. 	<p>ELLOPA - Meet or exceed a rating of 3</p>

C. The School Corporation shall test every enrolled student in the grades tested by district-wide assessments in core academic subjects (i.e., math, reading, science, and social studies) and report the scores to PCSB in a timely manner.

D. If the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section 2.3. (“**Campus**” is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of the above. These may be in the same facility or different facilities).

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 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-

C. 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 at the new property until the School Corporation has satisfied the pre-opening requirements listed in Attachment F at least one (1) month prior to the first day of the School's operation at the new School Property.

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 a written request for approval for of any material change to the random selection process at least thirty (30) days prior to the date of the proposed implementation and may consider any comments of PCSB, staff, and its agents in connection with the proposed changes.

C. The School shall maintain an enrollment of no more than 124 students in the first Academic Year and no more than 310 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 (3) 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 the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, described in its petition and included as Attachment H, and shall provide a copy of those policies and procedures to students, parents, and PCSB within the first ten (10) days of the beginning of each Academic Year. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for due process, provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. PCSB shall approve or deny any material changes to such policies and procedures within sixty (60) days of submission.

B. Pursuant to PCSB's Attendance and Discipline Data Policy, the School Corporation shall track suspensions and expulsions on a monthly basis using the data

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 Petition including amendments to the Petition required by PCSB, if any.

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 shall elect to be treated as a local educational agency or a District of Columbia Public School for the purpose of providing services to students with disabilities and shall notify PCSB of its election at least thirty (30) days prior to the first day of the Academic Year. 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 School shall be located at 6015-17 Chillum Place NE, Washington, D.C. 20011 (the "**School Property**"). PCSB reserves the right to delay or prohibit the School's opening until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one (1) month prior to the first day of the School's first Academic Year. A copy of the information submitted to PCSB pursuant to Attachment F shall be kept on file at the School.

B. Unless otherwise approved by PCSB in writing, in the School's first and second Academic Years of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range. After its second full Academic Year of operation, the School Corporation may submit a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act to expand into a multi-campus school. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by PCSB in the Petition. The PCSB shall approve or deny the request within ninety (90) days of the date of its submission.

management reporting software identified by PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

C. The School Corporation shall report any student expulsions or suspensions for longer than five (5) days to PCSB within ten (10) days of the expulsion or suspension and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data 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 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 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 public charter school's own name.

3.6 Accreditation. **A.** Within five (5) years of its opening, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(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 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 follow the requirements of §38-1802.04(c)(1) of the Act for contracts entered into with a third party for the management of the School, other than the third party designated in its petition (a “**School Management Contract**”). The School Corporation shall submit a written request for approval to PCSB before canceling, terminating, or materially amending, modifying, or supplementing any School Management Contract; however, such a request shall be deemed approved unless PCSB notifies the School Corporation within sixty (60) days of submission of a request for approval that the request has been denied and the reason(s) for denial.

C. If a procurement contract having a value equal to or exceeding \$25,000, is awarded by the School Corporation to an affiliated party, the School Corporation will award that contract pursuant to conflict of interest policies and procedures that include notice to the Board of Trustees of the School Corporation and recusal from discussion and decision of the affiliated party. (“Affiliated Party” means any person who is a member of the Board of Trustees, an entity indirectly controlled, controlled by, or under common control with a member of the Board of Trustees of the Corporation, or such individual who is a member of the immediate family (including parents, spouse, children, siblings) of a member of the Board of Trustees 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. 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. This shall include the types of insurance set forth in Attachment I and in no less than the respective coverage and limits set forth therein. 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 may by written notice amend the insurance coverage required by this Section 5.5 and Attachment I to include such additional insurance coverage that the Board of Trustees determines is reasonably necessary, subject to the availability of such insurance on commercially reasonable terms.

5.6 Tax-Exempt Status. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia within two (2) years from the date hereof and shall maintain such tax-exempt status.

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 three (3) 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 Interim 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 Interim Period starting with the Interim Period beginning July 1, 2013, (i) the balance sheet of the School Corporation at the end of such Interim Period and the related statements of income and cash flows of the School Corporation for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as 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 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 mean monthly,, and from time to time thereafter, upon written notice by PCSB to the School Corporation, the period designated by PCSB in such notice.

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. 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 student 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. Within five (5) 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 a key personnel as identified by position in Attachment J (but no later than the time the School Corporation announces such departure publicly), the chair of the Board of Trustees or an officer of the School Corporation shall provide to PCSB notice identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

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 or the School 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 the School 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.

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 (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. If the School Corporation operates two or more campuses under the Charter, PCSB has the authority to propose revocation of the School or any of its campus locations pursuant to this Section 9.2.

9.3 Termination. This Agreement shall terminate if the School fails to begin operations by September 16, 2013; if the School fails to secure use of the School Property by

August 1, 2013 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 School or any of the School's campuses on probation and require the School Corporation, in consultation with PCSB, to develop and implement a written corrective action plan ("**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 School 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: (i) 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 affecting any material rights, benefits, or obligations under any such School Management Contract 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; (ii) has not been renewed by PCSB; or (iii) has been voluntarily relinquished by the School Corporation.

B. In the event of dissolution, 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) discharge the School Corporation's debts; and (iii) distribute any remaining assets in accordance with §29-301.48(3) of the District of Columbia Code 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. 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.

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 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 hereto 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:

D.C. Hebrew Language Charter School d/b/a
Sela Public Charter School
6015-17 Chillum Place NE
Washington, D.C. 20011
Attention: Jason Lody, Executive Director
Email: jlody@selapcs.org
Telephone: (202) 670-7352

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.

D.C. HEBREW LANGUAGE CHARTER
SCHOOL
d/b/a SELA PUBLIC CHARTER SCHOOL

By: 

JASON LOOY

Title: EXECUTIVE DIRECTOR

Date: JUNE 24, 2013

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

By: 

Title: Board Chair

Date: 6/24/13

SCHEDULE I

Maximum Enrollment

Grade	Academic Year 2014	Academic Year 2015	Academic Year 2016	Academic Year 2017	Academic Year 2018
PK	44	44	88	88	88
K	40	40	40	80	80
1	40	40	40	40	80
2		40	40	40	40
3			34	34	34
4				28	28
5					22
Total	124	164	242	310	372

ATTACHMENTS

ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School 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 A

consultants at the Hebrew Charter School Center, we formulated the immersion model the school would use.

To develop the educational plan and instructional strategies, we researched the most effective teaching models, curricula, immersion models and successful school reform strategies in order to narrow down our program focus. We are committed to ensuring that our program be research-based and data-driven.

In late 2011 the founding group's work was recognized and strengthened, when the organization received grant funding from the Hebrew Charter School Center, and was accepted to work on a close consultative basis with FOCUS DC.

As plans for establishing the school continue to move forward, the founding group is committed to implementing the plans contained in this application. In Section C 2.a. we describe in more detail the qualifications of the founding group members who will take on the interim roles of Executive Director and Business Officer, until permanent candidates are hired. In addition, many founding board members will transition onto the permanent Board of Trustees (more information about the Board of Trustees is in Section B2). In addition some people will be involved by virtue of being parents of students in the school. These parents will have the opportunity to engage with teachers and school staff on a regular basis, will be able to volunteer at the school, and share their opinions and insights with the Board of Trustees and with the staff. Members of the founding group will also be involved through advisory boards, and other ad hoc committees and events that occur within the school. Furthermore, the members of the Outreach, Education and Finance/Facilities Committees will continue their work until the school opens and their planning work is done.

B.1.c Corporate Structure and Nonprofit Status of the School

The D.C. Sela Public Charter School was incorporated in the District of Columbia in June 2011. Articles of Incorporation and Bylaws are attached in Section I. The D.C. Sela Public Charter School intends to submit its 501(c)(3) application simultaneously with its public charter school application.

B.2 Governance and Management

B.2.a Board of Trustees

Board of Trustees Selection Process, Anticipated Training Opportunities, and Terms of Office of Board Members

Prior to the submission of this application, the Board of Trustees, which serves the purposes of the "Board of Trustees" of a District of Columbia nonprofit corporation, was comprised of six members, four of whom were members of the founding group, joined by two others to comprise the ongoing Board of Trustees of the school. For purposes of enabling the corporate entity to engage in activities required during the pre-charter period, such members now are officers of the board. Bryce Jacobs is President, Jessica Lieberman is Vice President, and Clare Goldwater is Secretary.

During the first three years of the school's operation, we anticipate that these Board members will remain and several other founders will join the Board. This will provide strength, stability and cohesion of vision, which will be especially important in these early years. The founding group already has much of the necessary skill sets and experience to operate a public charter school including education, grant writing, fundraising, business, and law.

We are continuing the process of identifying and recruiting additional Board members. In addition to seeking members who are well connected in the community and committed to the mission of Sela PCS, we are working to build relationships with potential board members who have expertise in finance and accounting, construction/facilities, curriculum development, community outreach and human resources. We are confident that we are on track with recruitment activities to build the membership of the Board in a timely manner, to meet our goal of a full and final Board of Trustees (of up to 15 members) in place by Spring 2012.

New members of the Board will be selected after a thorough investigation and discussion as to their qualifications and commitment to the mission of the school. Potential Board members have been referred through extensive networks of community activists and leaders who have heard about the plans for the school, and the founding group members have also initiated investigations into potential Board members who can contribute their knowledge and expertise.

As they are initiated into Board membership, all Board members will undergo individualized orientation to the mission, vision and goals of the school. They will meet with the founders and, if possible, visit other Hebrew language charter schools. In addition, once formed, the Board members will participate in mandatory training as a group, led by an expert in charter school governance. The training will include group introductory activities that create a sense of shared purpose and commitment; detailed introduction to the school's mission, budget and education plan; explication of best practices for Board governance; creation of sub-committees for ongoing work, etc.,

The Board will elect the officers for one, two or three-year terms. The Board may remove any officer by a 2/3 majority at any meeting of the Board.

Current Board Members

Bryce Jacobs – President of the Board

Education Specialist, College Summit

Dr. Jacobs' bio is on page 78

Jessica Lieberman – Vice President

Deputy Director of the Middle East Office of the Bureau of Democracy, Human Rights and Labor, US Department of State

Dr. Lieberman's bio is on page 80

Clare Goldwater – Secretary

Educational Consultant and Leadership Coach

Ms. Goldwater's bio is on page 79

Naomi O. Szekeres

Founding Partner of Pensarus, an education services firm

Ms. Szekeres' bio is on page 79

Marva Tutt

Chief Administrative Officer, Howard Road Academy PCS

Dr. Tutt's bio is on page 80

Anthony (Tony) Taylor

Director of Operations, Center for Inspired Teaching Demonstration PCS

Mr. Taylor's bio is on page 81

Resumes for all Board members are included in Section F.

Parent Input

The two parent representatives who serve on the Board of Trustees will be selected by the school's Parent Organization. The president of the Parent Organization will serve as the first representative. The other representative will be selected by the Parent Organization and will then be voted onto the Board, in accordance with the Bylaws.

The parent representatives will act as liaisons between the Board and the Parent Organization, sharing parent concerns, communicating with parents and actively serving as a bridge between parents and the school's governing body.

Composition, Roles and Responsibilities of the Board

The Board will be composed of between seven and fifteen members. The members will elect four executive officers: President, Vice President, Secretary and Treasurer. The President will have the power to perform all acts necessary to make effective the actions of the Board.

The Sela PCS Board will be the governing body of the school. The Board will play a key role in setting the vision for the school and ensuring the school's mission is fulfilled. The Board will provide strategic direction for the school, monitor student progress and achievement of the educational goals, and nurture strong leadership. In doing so, the Board will ensure the success of the educational program, faithfulness to the terms of the school's charter, and long-term viability.

As the school's fiduciary body, the Board will oversee the financial stability of the school. The Board will ensure that the school's resources are managed effectively through review and approval of the annual budget and monitoring of the financial reports of the Executive Director. It will provide for an annual audit by a certified public account in accordance with all applicable law and for the establishment of appropriate financial controls, all in accordance with requirements of the schools chartered by the PCSB.

The Board will be responsible for assessing their own collective performance, for developing the collective and individual knowledge and awareness of responsibilities among members, and for ensuring that members adhere to their commitments to Sela PCS. The Board will also be responsible for identifying gaps in the expertise of the members and recruiting and training new board members to ensure effectiveness of the Board for years to come.

Timeline for Establishing a Board of Directors

Sela PCS has contracted with Charter Board Partners to help with our board recruitment, development and training. We have already begun to work with them and we have completed a needs assessment of our board. Based on the needs assessment and reflection of our current Board Members, we have established the following three goals in establishing a Board of Directors:

Goal 1: By September 30, 2012, Sela's board will grow from the current five (5) members to eight (8) members.

Goal 2: By January 31, 2013, the board will grow to 12 members.

Goal 3: Within 3 months of school opening in the Fall of 2013, we will have a total of 15 board members, two of which will be Sela PCS parents.

Charter Board Partners is now searching for possible board members and will provide Sela PCS with a slate of candidates by August 10th. The timeline below outlines the recruitment steps and pacing.

Recruitment Timeline	
July 2012	CBP outreaches to prospective candidates
August 2012	CBP submits slate to Sela Board Review the slate and the Governance Chair reaches out to candidates to schedule interviews (within 7 days of receipt of slate)
September 2012	Board Candidate Interviews Finalize decisions (no later than mid-September)
October 2012	Onboard Cohort 1 of new board members

Board Recruitment Priorities

(Total board members needed: 7-8. Plan to on board in two cohorts. Targeting September 30 for final list of Cohort 1 candidates)

Competencies For September Cohort

Facilities

Governance - those with board experience and HR/staffing

Marketing/Communication - Specifically to help with strategic communications; community outreach and recruitment

Other Named Priorities

Education - Special Ed, Mental Health/Behavior Specialist; Bilingual Immersion, Curriculum,

Accountability - using data to drive decisions. Emphasis on the practical over theoretical. Also important that they align with Sela's immersion philosophy (proficiency approach to language)

Fundraising - To focus on both recruiting an angel donor and recruiting those that can outreach to major donors.

Note: Overarching priorities include diversity, including gender.

Plans for Providing Strategic Direction for the School, Monitoring Student Performance, and Succession Planning for the Board and Leadership

The key elements of Board responsibility, as mentioned above, are:

To provide strategic direction for the school – the Board of Trustees will guide the development of the school, as it emerges with its charter in the first few years, and as it transitions to new and expanded facilities, expands recruitment and develops into a well-established educational fixture in the DC landscape. The Board will keep the school’s mission and philosophical principles in the forefront of its discussion, and ensure that these principles direct decision making and strategic growth.

The Board will ensure that adequate financial resources are available to meet the needs of the school as it grows. The Board will have ultimate authority over all financial matters related to the school, and will approve budgets and financial management. The Board will also take an active role in fundraising and advocacy for resources for the school.

To monitor student performance - The Board will ensure that student performance in all aspects of the Sela PCS curriculum is meeting and/or exceeding standards. The Board will monitor student progress on a regular basis, and will ensure that school leadership takes appropriate steps to correct any issues as they arise. The Board may request information of any kind about the school from the Executive Director, who must provide that information to the Board in a reasonable time. Monitoring student performance will permit the Board not only to determine whether Sela PCS is moving in its designated strategic direction but to evaluate those aspects of its curriculum that should be changed.

To nurture strong leadership, both professional and volunteer – The Board will be charged with identifying, hiring, and retaining the best leadership possible for the school. The Board will have ultimate authority over the Executive Director and will ensure that he/she is enabled to be as successful as possible. The Board will also ensure that new Board members are identified and cultivated, and that a healthy succession of new and committed Board members transition into leadership roles. It is anticipated that potential Board members will be identified through networks in all areas of DC life, and these potential Board members will take volunteer roles in the school and on Board committees, before they are formally asked to join the Board.

Accountability and the Board

With the information it receives from the Executive Director and from independent research that the Board can conduct relating to the performance of the rest of the school administration, the Board will monitor the performance of school leadership. The Board will select the Executive Director and be responsible for establishing the terms of his/her employment. The Executive Director is accountable to the Board to uphold the student performance and sound operations of a standards based school.

The Executive Director’s performance will be evaluated by the Board on an annual basis, as described in Section C.2.d.

The Board’s Role to Ensure a Demand for Sela PCS

Board members are ambassadors for Sela PCS. As such, they will promote the mission, enrollment, recruitment and engage in general public relations for the school. In the planning year before the school opens, as well as on an ongoing basis once the school is operational, Board members will take an active role in representing the school in public forums, recruiting at a range of venues and in different communities. They will engage the business community, the government and the DC community as a whole. The diversity of the Board, which will be reflective of the diversity of the school itself, will also serve here to help reach varied populations and interest groups, who are potential families for the school. Board members will be expected to participate in community meetings, share news about the school to their networks and generally be involved in marketing and recruiting for the school.

Once the school is operational, and in partnership with school staff, the Board will continue to interface with the community to convey the accomplishments of the school and its students in order to continue to attract students from around the community.

Function of the Board versus function of the Executive Director

The Board will govern the school, but will not be involved in day to day management of the school, which will be the responsibility of the Executive Director and his or her team. The Executive Director will make periodic updates to the Board on various matters determined by the Board, including school finances, educational achievement and compliance of the school with the strategic plan set by the Board.

The differences in the roles of the Board of Trustees and the Executive Director are demonstrated by the examples below:

Board of Trustee Role	Executive Director Role
Determine the mission of Sela PCS	Carry out the mission
Hire, evaluate and terminate the Executive Director	Hire, evaluate, and terminate all other staff
Participate in development of the strategic plan for the school	Participate in development and implement the strategic plan for the school
Review and evaluate and approve annual business plan and budget	Prepare business plan, budgets and information for Board review and approval
Monitor progress of programs in terms of meeting the goals and mission of Sela PCS	Manage programs, staff, services and community relations
Review Board materials; be prepared to make strategic decisions	Prepare Board materials to facilitate policymaking by the Board
Establish financial policies and hire certified public accounting firm	Implement financial policies and work with auditors to facilitate their timely completion of required financial reports

Board's Relationship to Teachers and Administrators

The Board will hire and supervise the Executive Director, and ensure that he or she is effectively managing the team of teachers and administrators who are implementing the school's mission. The Board will receive regular reports as to the achievement of that mission, and will delegate managerial responsibility to the Executive Director.

Some of the Board's committees will involve teachers and administrators in their work. For example, the Business/Operations Manager will work with the Fundraising Committee. The Board will provide supportive, non-managerial oversight to these staff.

Board's Relationship to Parents and Families

Once the first class of students is constituted, at least two members of the Board will be parents of currently enrolled students. In addition, the Board will make efforts to solicit the input of families, including by opening meetings to them from time to time.

Board's Relationship to Students

The Board of Trustees will be an active and engaged part of life at Sela PCS. They will be regular participants and observers of classes and other school activities, and will interact in informal and positive ways with students. The Board will not have direct supervision of or prescribed interaction with students

and will not be expected to field direct questions or complaints from students. Rather, the Board members will direct queries of these kinds directly to administrative staff and the Executive Director. When appropriate and as they are able, Board members may be invited to mentor students, share their professional expertise with them, and generally be involved in enriching the school environment.

B.2.b Rules and Policies

Selection Process, Terms of Office, and Board Development

The Board will have an odd number of trustees, between seven and fifteen. The Board may increase or decrease its number. A majority of the Board must be residents of the District of Columbia, and once the school is in operation at least two of the trustees will be parents of students currently enrolled in the school. The Board will endeavor to have a substantial portion of the trustees be speakers of both English and Hebrew. The Executive Director will be an ex officio member of the Board and will attend all its meetings, except Executive Sessions.

When the school opens, the Board will consist of seven members, some of whom are members of the Sela PCS Founding Group. Once Sela PCS receives its charter and begins operations, the Board may elect new members. Members of the Board may nominate any person they believe will serve the interests of Sela PCS faithfully and effectively.

The Board will look for individuals who bring the experience and expertise needed by the school as it grows from a start-up to a maturing academic institution by using the following plan, adapted from "Creating an Effective Charter School Governing Board"⁴⁷:

1. The Board will continually engage in prospecting, contacting, recruiting, orienting, supporting, training, and evaluating potential and existing board members.
2. The Board will link recruitment to the school's charter and strategic plan. The Board will periodically review the mission, vision, goals and strategies, and consider any new skills, knowledge, personal contacts and other attributes future Board members will need to possess in order for the Board to do its part in advancing the school plan.
3. The Board will periodically review the school's strategic plan, the performance requirements of the charter, as well as the profile of current Board's attributes, in order to identify any gap between the skills and knowledge needed on the Board, and what Board members currently possess. Based on this analysis, the Board may establish recruiting priorities, for instance increasing the number of members with the ability to raise money or who live in the community served by Sela PCS.

Board members will be elected to one, two or three year terms, designated at the time of the election of each individual member. Board terms will be staggered so that an equal number of terms begin and end annually to ensure the majority of the Board remains in place in any given year for continuity

Because the Board of Trustees is so crucial to the success of the school, it is important to identify individuals who are not only appropriately skilled and committed to the mission of Sela PCS, but who also understand the kind of work that will be required by board members. Accordingly, we are engaging in a process to better acquaint potential members with the school and the role of the Board as well as to

⁴⁷ <http://www.uscharterschools.org/governance/>

evaluate such potential trustees; This will be accomplished, by inviting potential members to first work with the Board and members of the founding group less formally, such as through advisory committees, and to contribute financially and otherwise to the school. We are also in the process of identifying new board members who can contribute expertise to the school community. We are particularly looking for Board members with strong community connections, and expertise in facilities and financing.

Meetings

The Board will set its meeting schedule. It will meet at least once every six weeks, and will meet quarterly with the school community.

With respect to open meetings, Sela PCS will encourage families, students, teachers, other staff and other stakeholders to attend, listen, and comment on the school's educational program by posting meeting notices and agenda on the school website, at the school, and at the meeting location if different from the school site. The dates and locations of those open meetings will be broadcast to the Sela PCS community so that interested individuals will be given enough notice to attend.

Policies and Board Manual

The Board is responsible for establishing Sela PCS policy, including specific policies regarding the school's educational program, financial management, student discipline, personnel, conflicts of interest, organizational performance, and other areas as mandated by federal law or that of the District of Columbia. These policies will be spelled out in a Board Manual to be approved by the Board.

Between June 2012 and December 2012, the Board will oversee the drafting of the manual. The manual will include pupil and personnel policies, employment policies, policies for governance and operations of the school and informal complaint resolution policies. Once completed and approved by the Board, the manual will be submitted to the DC Public Charter School Board.

The Bylaws of the Sela PCS Board are included in Section F.

B.2.c Administrative Structure

The administrative team will be led by the Executive Director and the Principal. As described in the section above, the Executive Director will report to the Board of Trustees. The Principal, who will report to the Executive Director, will be responsible for day-to-day academic oversight, will be the instructional leader of the school and will be responsible for faculty development. The administrative team in the first year will also include an operations/administrative manager and a Dean of Students/Counselor.

Over the course of the next four years other administrative positions will be added. The current budget allows for a Business/Operations Manager (from Year 3), who will report to the Executive Director, and a Development Manager who will also report to the Executive Director (part-time from Year 2). The detailed staffing plan for the first five years is described in more detail in Section C2.c.

Below is an outline of the primary roles of the key administrative staff during the first five years of the school.

ATTACHMENT B

Articles of Incorporation

Pursuant to the provisions of the Non-Profit Corporation Act, DC Official Code(DCOC) Title 29 Chapter 3, We, the undersigned natural persons of the age of eighteen years or more, acting as Incorporators of a corporation adopt the following Articles of Incorporation:

First: The name of this non-profit shall be

D.C. Hebrew Language Charter School

Second: The effective date of these articles shall be June 27, 2011

Third: The period of duration of this non-profit shall be Perpetual

Fourth: The purpose(s) for which this non-profit has been organized is on the next page.

Fifth: The address of this non-profit's registered office in the District of Columbia is
1833 Ontario Place NW, Washington, DC, 20009

Sixth: The name of the non-profit's registered agent in the District of Columbia is
Bryce Jacobs

Seventh: This non-profit's principle place of business is
1833 Ontario Place NW, Washington, DC, 20009

Eighth: The number of incorporators/directors of this company is 7
and the name and address of the incorporators/directors is included later in this document.

DATE: June 27, 2011

E-Signed

The corporation is organized to promote educative purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, namely, the establishment and operation of a public charter school promoting the study and use of the Modern Hebrew language.

Rebecca Gan
6638 Eastern Avenue NW
Washington, District of Columbia, 20012

Jessica Lieberman
708 Highland Avenue NW
Washington, District of Columbia, 20012

Bryce Jacobs
1833 Ontario Place NW
Washington, District of Columbia, 20009

Clare Goldwater
2500 Q St. NW
Apt. No. 749
Washington, District of Columbia, 20007

Bryce Jacobs
1833 Ontario Place NW
Washington, District of Columbia, 20009

Jessica Lieberman
708 Highland Avenue NW
Washington, District of Columbia, 20012

Clare Goldwater
2500 Q St. NW
Apt. No. 749
Washington, District of Columbia, 20007

AMENDMENT TO THE BYLAWS OF D.C. HEBREW LANGUAGE CHARTER
SCHOOL, INC.

The proposed amendments:

(1) Change Bylaws Article 3, Section F to specify Frequency of Meetings

Current Bylaws: Specify “Regular Meetings.”

Reason for Change: Need to Align with Proposed Rules of Governance per PCSB.

Current Language:

Regular meetings of the Board of Directors shall be held on such dates and at such times as the Board of Directors may designate[...]

Proposed Language:

Regular meetings of the Board of Directors shall be held on such dates and at such times as the Board of Directors may designate, **provided that such meetings are conducted not less frequently than every six weeks** [...]

(2) Change Bylaws Section 8 to provide for Mandatory Distribution of Assets under School Reform Act

Current Bylaws: Article 8 specifies distribution of assets in accordance with D.C. Nonprofit Corporation Act as Bylaws were drafted before D.C. Hebrew Language Charter School was chartered.

Reason for change: D.C. Hebrew Charter School, Inc. is now subject to the PCSB and School Reform Act, the PCSB is requiring that we add the requisite mandatory distribution of assets language.

Current language:

Upon dissolution of the Corporation, all of the Corporation’s assets shall, after all of its liabilities and obligations have been discharged or adequate provision made therefore, be distributed to any association or associations organized for purposes similar to the purpose of the Corporation as may be designated by a majority of the Directors then holding office, provided that such organization is an organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

New language:

As provided Section 38-1802.13(a) of the School Reform Act of 1995 as amended, in the event that the Corporation’s charter to operate a public charter school is revoked by the D.C. Public Charter School Board (“PCSB”) or any subsequent Authorizing Entity, not renewed by the PCSB or any subsequent Authorizing Entity, or voluntarily relinquished by the Corporation to the PCSB or any subsequent Authorizing Entity, the Corporation’s assets shall be distributed as follows:

Any assets to be distributed, after all of its liabilities and obligations have been discharged or adequate provision made therefore, shall be transferred 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.

**D.C. HEBREW LANGUAGE CHARTER SCHOOL, INC.
RESOLUTION TO AMEND THE BYLAWS**

WHEREAS, the Board of Directors ("Board") of the D.C. Hebrew Language Charter School, Inc. d/b/a Sela Public Charter School ("Sela Board") is required by the D.C. Public Charter School Board ("PCSB") to amend its Bylaws to specify the minimum

frequency of Sela Board meetings and comport its dissolution requirements with the D.C. School Reform Act of 1995;

NOW, THEREFORE, be it resolved that the Board adopts the following Resolution.

Section 1. The Bylaws of D.C. Hebrew Language Charter School, Inc. are amended as follows:

(a) Article 3, Section F is amended to read as follows:

Regular meetings of the Board of Directors shall be held on such dates and at such times as the Board of Directors may designate, provided that such meetings are conducted not less frequently than every six weeks. At each regular meeting of the Board of Directors, the Board may transact such business as may be properly brought before the meeting. Written notice of each regular meeting of the Board of Directors shall be given either by hand, facsimile or electronic mail ("email") to each Director at least five (5) days before such meeting. Such notice need not specify the business to be transacted at the meeting.

(b) Article 8 is amended to read as follows:

As provided Section 38-1802.13(a) of the School Reform Act of 1995 as amended, in the event that the Corporation's charter to operate a public charter school is revoked by the D.C. Public Charter School Board ("PCSB") or any subsequent Authorizing Entity, not renewed by the PCSB or any subsequent Authorizing Entity, or voluntarily relinquished by the Corporation to the PCSB or any subsequent Authorizing Entity, the Corporation's assets shall be distributed as follows:

Any assets to be distributed, after all of its liabilities and obligations have been discharged or adequate provision made therefore, shall be transferred 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.

Section 2. Effective Date

This Resolution shall become effective upon approval of the majority of the voting membership in accordance with D.C. Hebrew Language Charter School, Inc. Bylaws and D.C. Nonprofit Code of 2010.


Sela Beard Chair

6/19/13
Date

ATTACHMENT C

rigorous program with high academic standards will attract volunteers who seek to be affiliated with its success. Sela PCS considers the contribution of experienced volunteers with diverse expertise a critical advantage of a charter school and we will seek to take advantage of volunteers' contributions in many areas. We will seek volunteers from the community, academia, graduate students, retirees, as well as students, and family members.

Any students, parents, retirees or others who come into contact and interact with students will be required to attend a training session and be supervised by Sela PCS administration at all times of interaction with children. All volunteers that deal directly with students will be required to have a background check from a private firm that conducts national searches and a tuberculosis test.

Families will be encouraged to volunteer at least 25 hours a year similar to other successful schools such as LAMB, Washington Yu Ying, as well as Capital City PCS. Upon admission, families will submit requests for volunteering and the school will work with them to find the best use of volunteers' time.

The Executive Director and school counselor, with family volunteer coordinators will be responsible for identifying volunteer activities/needs; a volunteer coordinator (parent) will serve on a rotating annual basis, reporting to the Executive Director. Sela PCS envisions recruiting volunteers in the following areas: tutoring and literacy support, Hebrew instruction (particularly conversation and literacy), fundraising, community outreach and recruitment, and organizing family activities.

We will seek out graduate students in education programs to serve as Special Assistants to the Executive Director, Principal, Special Education/ELL Coordinator, and Curriculum Coordinator.

In addition to the above, Sela PCS will continue to recruit and benefit from volunteer services for a variety of business areas: legal, public relations, communications (print and web), fundraising, and other fields.

C.3 Arrangements for Meeting District and Federal Requirements

Sela PCS will comply with all applicable federal and District of Columbia laws in carrying out its mission. Below is a summary of Sela PCS's plans for complying with certain federal and District laws. Recognizing that these laws and regulations are subject to change, Sela PCS will seek to ensure compliance with all applicable law, whether or not described below. Sela PCS will strive to reach and maintain compliance with these laws through the selection of qualified and knowledgeable Board members, administrators and other staff; through continuing education of such persons in applicable requirements; through consultation with relevant legal regulatory authorities and relevant associations; through review of practices of similar schools, and through advice of legal counsel, as appropriate.

C.3.a Health and Safety

To ensure the health and safety of students, employees, and guests of the school, Sela PCS 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.

As required by Section §38-1802.04(c)(4) of the DC Code, Sela PCS will submit, before September 16 of each year, a report to the District of Columbia Public Charter School Board that documents that Sela PCS facilities comply with the applicable health and safety laws and regulations of the federal

government and the District of Columbia. The report shall be open to public inspection and available upon request. In addition, Sela PCS 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 regulations.

In addition to maintaining a safe facility, Sela PCS 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 CPR and First Aid so that they can provide basic care for injuries and sudden illnesses until advanced medical personnel arrive. The school will be equipped with appropriate first aid kits, and Sela PCS 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 nurse's office.

In accordance with the DC Code §38-501 et seq. and applicable requirements of the District of Columbia Department of Health, Sela PCS will also require evidence of students' required immunizations and provide information to parents on such requirements in a timely manner.

C.3.b Safety

Sela PCS will comply with the Americans with Disabilities Act, ensuring that children with disabilities have access to school facilities as required by law. We will carefully consider such requirements in the selection, configuration or alteration of any existing facility and the planning and construction of any new facility.

In addition, Sela PCS will comply with all regulations for fire safety under the District of Columbia Fire Prevention Code, DC Code §5-401 et. seq.. Sela 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.

C.3.c Transportation

As mentioned in Section A1a, Sela PCS seeks to locate in an area that is centrally located and accessible to various forms of public transportation. The school will inform all students' parents and guardians of their eligibility for reduced fares on the Metrobus and Metrorail Transit System on the same terms and conditions as are applicable to any student attending a District of Columbia public school.

Sela PCS may also seek assignment of a crossing guard or guards through the Metropolitan Police Department and will consider using volunteers in that role to ensure the safety of our students arriving at school or departing from school by foot.

C.3.d Enrollment Data

Sela PCS will collect and maintain accurate enrollment data as required pursuant to §38-1802.04(c)(12) of the DC Code. Sela PCS will record this information on a daily basis, compile records of this information, and provide copies to appropriate authorities upon request. Residency information will be verified and included in such data in accordance with the applicable requirements.

ATTACHMENT D



June 7, 2013

Chair of the Board
District of Columbia Public Charter School Board
Washington, DC

Dear Mr. Chairman,

This letter is to document the assurance from the Board of Directors of Sela Public Charter School that we intend to seek formal accreditation from the Middle States Association of Colleges and Schools, Commissions on Elementary and Secondary Schools (MSA-CESS).

At the end of year 1, Sela will express initial interest with MSA-CESS and begin the Candidacy Process. Using internationally recognized standards, Sela PCS will conduct a comprehensive self-study and evaluation, as well as participate in a rigorous peer review process after submitting a candidacy application, participating in a candidacy visit, and upon reception of an offer of candidacy.

Sela PCS strives to be a school of excellence and working towards attaining accreditation is one way of assuring that we are working to achieve this goal.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bryce Jacobs", written over a horizontal line.

Dr. Bryce Jacobs, Ph. D.
Chairperson of the Board
Sela Public Charter School

ATTACHMENT E

Core Teachers (English and Hebrew)		4	6	8	12	16
Assistant Teachers		2	3	4	12	15
Counselor		1	1	1	1	1
Curriculum Coordinator		1	1	1	1	1
Special Ed/ELL Coordinator		1	1	1	1	1
Special Education Teachers		1	2	3	4	5
ELL Teachers			1	1	2	2
Art Specialist		0.5	0.5	1	1	1
Physical Education Specialist		0.5	0.5	1	1	1
Music Specialist				0.5	0.5	0.5
Before/After care director					1	1

Contract Staff for Extracurricular Programs

We anticipate hiring a number of contract staff to provide education and programs before and after school, and during the summer program. These could include literacy specialists, Hebrew conversational teachers, Israeli dance and other dance instructors, as well as teachers of art, Israeli cooking, martial arts, etc.

From Year 1 we anticipate that we will pay stipends to some teachers and additional contract staff to run the after/before care program. We have assumed a staff to student ratio of one to twelve, and estimates that two thirds of students will take advantage of the before care program, and one third will stay after school.

We anticipate that the first year of the summer program will be between the end of Year 1 and the start of Year 2. Based on the ratio of one staff person to every 15 students, and an estimate of the number of students that will participate (all incoming students and a proportion of returning students) we are planning to hire six contract staff to run the summer program. In the following year the number of staff will rise to ten, and then twelve and thirteen.

C.2.d Employment Policies

The Sela PCS Board of Trustees will work with the Executive Director and legal counsel to develop a comprehensive Human Resource Policy that promotes professionalism, continuous learning, high levels of achievement, trust, and motivation within the staff. This will include policies for staff contracts, termination, evaluation plans, salary and benefit plans and other policies designed to attract and retain a committed and highly qualified faculty and staff.

Hiring, Salaries and Benefits

Once qualified candidates have been selected and hired, they will sign one-year, at-will contracts. The school will offer salaries and benefits that are competitive with comparable schools at the level of

qualifications we are seeking. The Sela PCS benefits will include health care, dental care, disability and a retirement savings plan. In addition, all staff will receive paid vacations and holidays.

The school's employment policy will include provisions for hiring current DCPS employees. Should a current DCPS employee come to work at the school, he or she may request a two year leave of absence from DCPS, renewable for an unlimited number of two year terms. During their time at the school, the school will pay into the employee's DCPS retirement plan at the specified rate if the employee chooses.

Staff Evaluation

Staff evaluation at Sela PCS will be a cyclical process for all staff at all levels, that fosters an opportunity for growth and improvement, focused on enhancing rigorous outcomes-based instruction. Evaluation will be an ongoing part of the regular supervision that each employee will receive on a weekly or bi-weekly basis. In addition, every employee will participate in an annual formal review process. The annual employee review will be structured as an opportunity for all staff to reflect on their work and their progress, to hear constructive evaluation from their supervisors, and to set goals for the following year. This annual evaluation system for all staff will consist of four stages: preparation (articulating procedures, policies, and purposes); data collection (using multiple data sources); assessment; and follow-up (providing feedback and generating professional growth plans). In addition to the above, the evaluation may consist of 360 degree feedback, with each staff member completing a self evaluation as well as receiving evaluation from supervisors, peers, assistants, and, eventually, students (all in a strictly confidential manner).

The process will consist of explicit standards with expectations of staff stated clearly and ratings of "exemplary," "proficient," "progressing," and "not meeting standards." The staff will discuss the self-assessment with his or her supervisor, identifying areas for improvement. The supervisor's role is to provide candid feedback on the staff person's self-assessment and also suggest goals for the professional growth plan (which typically includes two to four goals). For each goal, the plan establishes strategies that will be pursued, evidence that will document achievement of the goal, and a timeline. The principal and staff then have periodic conferences to monitor and discuss progress, followed by a summative conference at the end of the evaluation cycle.

Executive Director Evaluation

The Board of Trustees holds the responsibility for evaluating the Executive Director. The Board will conduct a thorough 360 degree review of the Executive Director on an annual basis, based on the job description of the Executive Director.

Employee Termination

As stated above, all employees will serve under at-will contracts. Should it become clear, following the evaluation process, that a person's employment must be terminated, the school will aim to arrive at an amicable separation. Depending upon the circumstances of the termination, the employee may be eligible for unemployment compensation.

C.2.e Use of Volunteers

Volunteers have already played an extremely valuable role in the creation of Sela PCS. The school has already benefited from pro bono legal assistance, grant writing expertise, curriculum development, marketing and communications, community relations, and in many other areas. It is our belief that a

rigorous program with high academic standards will attract volunteers who seek to be affiliated with its success. Sela PCS considers the contribution of experienced volunteers with diverse expertise a critical advantage of a charter school and we will seek to take advantage of volunteers' contributions in many areas. We will seek volunteers from the community, academia, graduate students, retirees, as well as students, and family members.

Any students, parents, retirees or others who come into contact and interact with students will be required to attend a training session and be supervised by Sela PCS administration at all times of interaction with children. All volunteers that deal directly with students will be required to have a background check from a private firm that conducts national searches and a tuberculosis test.

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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—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

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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

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Local Media

Print and radio advertisements may be employed throughout the District to ensure that a diverse array of families who may have an interest in a language immersion program for their children have an opportunity to learn about the school and submit an application. Local media outlets will be contacted and invited to the planned community events.

Print Materials

To support all the above, we will distribute flyers in English and Spanish that will invite community members to meetings and outline the school's mission and vision at various locations. These locations will include DC libraries, daycare centers, family centers, recreation centers, local grocery stores, and restaurants.

As many of the surrounding area's charter schools are oversubscribed, we hope to build a partnership with them to make sure every child has excellent educational opportunities. We have positive working relationships with staff and founders of Yu Ying, Elsie Whitlow Stokes and Two Rivers Schools.

McKinney-Vento Homeless Assistance Act

Sela PCS will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Sela PCS will include specific information in their outreach materials, websites, at community meetings, open forums, and regional center meetings notifying parents that the school is open to enroll and provide services for all students which will include a District standard contact number to access additional information regarding enrollment.

Admission Process and Enrollment

Sela PCS will have open enrollment. If by the enrollment deadline more students have applied than there are spaces available, a lottery will be held to determine admissions. Those not selected in the lottery will be placed on a waiting list. Siblings of students already enrolled in the school will be given an admissions preference. Families will be notified immediately of the results of the lottery. Families of students who are offered enrollment will be required to confirm their child's enrollment and submit a short enrollment packet, which will include important demographic and educational information about their child. Each family will be required to attend an individual or small-group orientation meeting with school leaders. This will be an opportunity for us to demonstrate our commitment to meeting student needs and for families to understand the mission and vision of the school.

In the case of under-enrollment we will put into place the contingency plan discussed earlier in this section. Additionally, hiring contracts will be contingent on adequate enrollment and a continued period of recruitment will be implemented in April and May 2013 in an effort to increase enrollment.

Timeline to Guide Our Outreach and Enrollment Process	
Ongoing through June 2012	Contact potential community partners, generating interest through listservs, informal discussion, develop community partnerships
April 2012	Develop and print publicity and recruitment materials

growth period and after. As detailed in the budget projections, the school will add staff and resources to accommodate the needs of all students and the school program. We anticipate that staff, curriculum, materials, and equipment will increase in proportion to the growth of our student population.

C. Operations Plan

C.1 Student Policies and Procedures

C.1.a Timetable for Registering and Enrolling

If Sela PCS is approved for a charter, the following timetable for registration and enrollment will be followed:

June – July 2012	Develop student application and recruitment materials
September 2012	Publicly announce application and enrollment procedures including lottery date, active recruitment. Launch of enrollment process
September 2012-April 11, 2013	Application collection. All applications due April 11
April 11, 2013	Final date for applications due
April 18, 2013	Lottery
Week of April 22, 2013	Announce student selection, including students on waitlist (as appropriate)
May 12, 2013	“Intent to Enroll” forms due
June 1, 2013 and ongoing	Any remaining open slots filled according to waitlist
May-June 2013	Families complete registration information; family/school conferences, verify residency, collect information on special needs students
July 2013	Family Orientation 1
August 2013	Family Orientation 2
September 2013	School year begins

McKinney-Vento Homeless Assistance Act

Sela PCS will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless person and each homeless child has equal access to the same free, appropriate public education as provided to other children. Sela PCS will include specific information in outreach materials, websites, at community meetings, open forums, and regional center meetings, notifying parents that the school is open for enrollment and will provide services for all students which will include a District standard contact number to access additional information regarding enrollment.

C.1.b Policies and Procedures for Selection, Admission, Enrollment, etc.

Eligibility for Enrollment

Any student who is a resident of Washington DC is eligible to apply for admission to Sela PCS for their grade level. It is expected that the Sela PCS population will reflect the racial, ethnic and socioeconomic

diversity of the District. Sela PCS will operate an open and accessible enrollment process, promoting the school as an option for families from diverse environments in which students of all backgrounds are welcome. Prospective students will be considered without regard to aptitude, achievement, ethnicity, national origin, gender, disability, language proficiency, sexual orientation or any other basis prohibited by law. All applicants must submit a completed, signed application with proof of DC residence.

If more students apply than there are spaces available, random lottery will be the basis for selection of students as well as the selection of those placed on waiting list. Sela PCS will send waitlisted students confirmations of their standing and invitations to enroll as student slots become open. The waitlist is valid for one year and shall expire annually at the lottery drawing following the next year's enrollment period year. If, and only if, slots remain unfilled, students from outside DC may be admitted; these students would be required to pay the applicable annual tuition as set by OSSE. However, Sela PCS will not advertise to nor actively recruit any students from outside the District. If the school is under-subscribed at the end of the enrollment period, Sela PCS will continue its recruitment campaign with rolling admissions on a first-come-first-served basis until capacity is reached.

Siblings of enrolled students will be given preference. Solely to the extent permitted by the DC School Reform Act, Sela PCS will provide a limited preference in admissions for children of the founding board; Sela PCS will develop policies for administering this preference in close consultation with the DC Public Charter School Board.

Due to the rigors of a Hebrew language immersion program, Sela PCS intends to have open enrollment only through second grade and accept no students in upper grades.

Enrollment and Tuition for Nonresident Students

As noted above, students who are not residents of the District of Columbia may enroll at Sela PCS after all District residents who wish to attend have enrolled. Nonresidents will pay tuition as set by OSSE.

Other Requirements Upon Enrollment

Once a family has been admitted into the school, and before the student can start school, families will be required to do the following:

- Attend a family orientation session (individual or group, more details in Section C4d)
- Sign an agreement committing parents/guardians to support their child's education to the best of their ability, to communicate effectively with the school regarding their child and to be an active participant in the school community
- Provide appropriate proof of DC residency, following the OSSE guidelines
- Submit proof of student immunization
- Submit Home Language Survey (if applicable)
- Confirm status as other primary caregiver (if appropriate)
- Submit student educational records, including results of any screenings/assessments or documentation of special service documents such as IEPs or 504 plans. An informal child study meeting will be conducted by school staff to decide whether current IEP goals are appropriate, or whether a new IEP needs to be developed. Accommodations, adaptations and supports will be devised to ensure that students with special needs are afforded a free, appropriate education in the least restrictive environment at Sela PCS.

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encouraged to enroll students in these activities as an enriching experience that will further develop social, physical, linguistic and creative skills.

Hebrew Summer Enrichment

For up to four weeks each August, Sela PCS is considering operating a summer enrichment program, focused on intensive literacy in English and Hebrew, within a context of experiential learning. The session will be open to all students and required for all new students and those identified as needing extra support. During this time, students will be introduced to the culture and values of Sela PCS so that parents and students will know what is expected of them.

A.4.e Safety, Order, and Student Discipline

Sela PCS envisions the school as a learning community that treats children and adults with respect and kindness. Sela PCS is committed to fostering an environment for children where respectful and appropriate behavior, characterized by mutual responsibility, appreciation of difference, and community involvement, are highly valued and core elements of the school's culture. To promote these values, Sela PCS will use the Responsive Classroom approach which will create a framework for collaboration, mutual respect and community building at all levels.

In addition, and based on this foundation, Sela PCS will define discipline as helping children develop self-control and self-motivation in a school community that is safe for all members. To ensure that an environment is created where teaching and learning can flourish, Sela PCS has developed a series of rules that address proper student behavior, maintenance of order within the school and while people are engaged in school activities (Code of Conduct). We will also publish a statement of student rights and responsibilities. The Sela PCS Board will develop a Student Handbook, that includes the Code of Conduct and disciplinary procedures, and staff will ensure that parents and students are well informed of these policies both before enrollment and at the time students enroll in Sela PCS. Thus students will not be surprised about what type of behavior is expected of them, and parents will be reassured about the type of classroom environment maintained at Sela PCS.

Sela PCS administrators will meet with federal and city safety officials and request that the school be updated regularly on security issues and what measures need to be put in place in order to ensure the safety of our students and staff. The school will also ensure that all administrators and designated staff are provided with step-by-step procedures for reporting and handling serious incidents that occur in close proximity to the school. Such incidents will be reported to the Metropolitan Police Department. In addition, all staff will be trained in activating an emergency response plan in the event of an emergency. The school will undertake random drills to test the evacuation plan.

The Code of Conduct sets forth the policy of Sela PCS regarding how students are expected to behave when participating in school activities, on and off school grounds, and how Sela PCS will respond when students fail to behave in accordance with these rules. In all disciplinary matters, students will be given notice and will have the opportunity to present to the staff member who imposed disciplinary sanctions, their version of the facts and circumstances. Depending on the severity of the offense, disciplinary responses include suspension (short or long term), detention, exclusion from extracurricular activities, and expulsion. Where appropriate, school officials also will contact law enforcement agencies.

The student code of conduct is aimed at helping students entrusted to our care make responsible choices about their behavior. It also addresses the need to maintain a school environment that is conducive to learning and where all community members are safe. Our policy seeks to establish disciplinary measures

that 1) create, support, and celebrate positive choices, 2) are preventative and corrective rather than simply punitive, and 3) engage the entire community in being responsible at all times for maintaining a safe and values-centered environment.

We believe most students want to make good choices and will thrive with positive reinforcement. It is our belief that through a combination of modeling positive behavior, emphasizing character development and values, and teaching of techniques (with daily practice) that help diffuse anger and hostility, students will be successful. We strongly believe we will have a positive school culture when parents/guardians, teachers, and students work together as a team to develop good citizens.

Celebration and Rewards

Our school emphasizes good character and good manners and believes students deserve recognition for exhibiting this behavior. We are proud to recognize our students through a variety of activities that take place daily, weekly, and monthly. Some examples include:

Students-of-the day, week, and month

Student recognition is given for good choices made, for example, students who make good choices, from peacefully resolving a conflict with another student to sharing a compliment. These good choices and positive behaviors are highlighted with "student of the day/week/month" designations.

'Good and New'

Events including birthdays and new babies in the family are recognized and celebrated.

Recognition Communication

Teachers are encouraged to write notes to students highlighting a noticed positive behavior. Notes are shared with the principal, family, and the school community to highlight those students who were "caught being good" and exemplify positive behaviors. These notes can be given to a student by any teacher who sees notable behavior.

Awards

The school honors students who excel in academics, hard work, peacemaking, improved behavior, sports and the arts (as well as other subjects/categories). Honors are communicated with families and are highlighted throughout the school building.

Morning Gatherings

The flag and pledge of allegiance to the flag are important symbols of the democratic heritage of the United States. The pledge is said at the beginning of the day in school. Students who, because of religious or other deep personal convictions, do not participate in the salute and pledge to the flag, and will stand or sit in silence.

Consequences

There are consequences in place in the event that students fail to comply with the school rules, and/or school policies. These consequences escalate according to the seriousness of the offense. It is important to note that the highest expectations for appropriate student behavior are in place and enforceable when a student is on school grounds, traveling to or from a school event, and during all school related/school sponsored extracurricular activities.

The Family-Student Handbook includes the complete code of conduct for family and student reference.

Level A Infractions

These infractions interfere with a safe and orderly school environment and/or compromise a student's ability to learn and develop.

Behavior considered Level A infractions include but are not limited to:

- Consistent uncompleted assignments
- Consistent inability to carry out instructions
- Lack of participation in class activities
- Dress code violation
- Chewing gum
- Tardiness

Disrespectful behavior that is non-threatening

Level A infractions carry consequences designed to ensure that the student understands why the behavior is inappropriate. Likewise, Sela PCS believes that families are partners in implementing the code of conduct; therefore, we notify and engage families early whenever there is an infraction.

CONSEQUENCES:

1st Infraction

- Verbal warning/corrections

Notice to parent/guardian explaining the behavior

2nd or 3rd Infractions

- Phone call home to parent/guardian
- Parent/guardian invited to meet with Teacher and/or Principal to discuss corrective action
- Student referral to the Principal or counselor for discussion and a reflection assignment
- Written discipline slip with in school, supervised detention

Continued Infractions

- In-school supervised suspension where student conducts self-study and reflection (see suspension procedures below)

Parent/guardian must meet with Principal to discuss corrective action.

Level B Infractions

Misconduct that disrupts classroom instruction and interferes with the safety and well being of the school community requires that a student be removed from his/her community. This is done to reinforce the need for adherence to rules in order to remain a responsible member of the community.

Level B infractions include but are not limited to:

- Repeated lack of preparedness, including homework
- Excessive tardiness to school or class
- Skipping class
- Repeated dress code violations
- Disrespecting a fellow student, teacher, school personnel, parent, or visitor in a way that is threatening or verbally abusive
- Insubordination

- Use of inappropriate language or profanity (oral or written)
- Inappropriate displays of student affection
- Bullying (includes teasing and extorting money, possessions, and/or favors)
- Plagiarism
- Truancy
- Fighting
- Inappropriate computer use and internet access
- Violation of fellow student privacy rights (e.g. records, files, report cards)
- Gambling

CONSEQUENCES: Suspension

Suspension of a student is a consequence for inappropriate behavior choices that warrant removal of a student from the classroom for a period of time. This is done with great care since it will result in loss of classroom instructional time and participation in classroom and school activities.

Procedure for Suspension

The Principal or designee will call the parent/guardian to inform them of the reason(s) and decision to suspend the student, as well as provide the details of the suspension. Suspensions may take the form of in-school suspension, or out-of-school suspension, and may last from a day up to a week.

Students who are suspended will be given school work for the duration of time they are out of the classroom. This work will include a reflection assignment. It is, however, the responsibility of the student and his/her parents/guardian to ensure the timely completion of any additional assignments that were missed during this time.

During the period of suspension the student may not participate in school activities such as field trips or after school clubs/sports.

The parent/guardian of a student returning to the classroom after a suspension must first meet with the Principal for a collaboration meeting. The school counselor and the classroom teacher(s) are also asked to be in attendance. The purpose of the meeting is to develop a plan of action or student contract that identifies desired behavior and how the student will be supported in this plan both at home and at school. Families and students are also asked to review and affirm their commitment to the school discipline policy.

Level C Infractions

Serious misconduct that disrupts classroom instruction, threatens the safety of the school environment, or threatens or causes harm to members of the school community are cause for severe consequences.

Level C infractions would include, but are not limited to:

- Possession of a weapon
- Possession, distribution, and/or use of illegal drugs or controlled substance (including prescription drugs, alcohol, or tobacco)
- Assault or threat of assault on another student, teacher, school personnel or school visitor
- Violence or threat of violence
- Sexual harassment

- Severe, persistent, or pervasive bullying – either verbal, written, electronic or physical behavior that results in another member of the school community's physical or emotional distress
- Willful destruction of property (e.g. graffiti, arson)
- Bomb threats
- Theft

Consistent and willful disrespect and/or insubordination

CONSEQUENCES: Expulsion

Expulsion is an action taken as a last resort. It is a consequence used for repeated offenses by a student who shows an inability to correct his/her behavior after repeated measures and options have been exhausted. It is also the consequence for behavior outside the acceptable norms identified in Sela PCS' Values and Code of Conduct.

Once the decision has been made to expel a student, the Principal will call the parent/guardian for a meeting to review the offending conduct and consequences. Expulsion is irrevocable and the student may not return to school once the decision has been made.

The decision to suspend or expel students will be made by the Principal in consultation with the Executive Director, School Counselor, teacher(s), and parent/guardian. The final decision lies with the Principal.

Appeals Process

Parent/guardian may appeal the decision to expel a student through a formal appeals process that includes a hearing before a three person disciplinary hearing committee consisting of a Board member, the Executive Director, and the Board Chairperson. The appeal must be made within two school days of expulsion. Once the appeal is received, a hearing is scheduled no more than two weeks after parent/guardian is notified of intention to expel.

The teacher, principal, and parent/guardian prepare a written and oral statement for presentation at the hearing. The student presents an oral statement. The Disciplinary Hearing Committee will consider the testimony of all participants and render a decision within two school days of hearing.

Policy of Zero Tolerance

We have a Zero Tolerance policy in effect and will not tolerate [REDACTED] the use of, or threatened use of weapons, carrying of weapons, or violence, including threats of violence. This policy applies to in- school and extracurricular activities, as well as off-campus school or extracurricular activities. Zero Tolerance means that a student will be subject to immediate expulsion.

Special Provisions for Students with IEPs

Sela PCS will follow IDEA federal regulations on disciplining special education students. Special education students will be expected to follow the School's Code of Conduct. Sela PCS administrators will consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who has violated the Code of Conduct. The special education coordinator, in collaboration with the counselor and clinicians, will convene an IEP (Individualized Education Plan) team meeting for any student demonstrating serious and/or ongoing behavior problems to

ensure appropriate services are in place and a Behavior Intervention Plan is implemented. The student's parent/guardian will be part of all IEP meetings.

The special education coordinator, in collaboration with the Principal, counselor and MDT (Multi-Disciplinary Team) members, will convene a Manifestation Determination Hearing for students suspended more than ten days (collectively) to review the student's file and IEP. Teacher input, and other relevant information will be included to determine if the conduct violation had a direct/substantial relationship to the student's disability or if the conduct violation was a direct result of the school's failure to implement the IEP. Irrespective of the manifestation determination, Sela PCS will provide educational services for students removed from school for short-term suspensions, if it is so determined by the IEP team, "so as to enable the student to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP." Sela PCS will follow IDEA guidelines for special offenses and work with District of Columbia Public School officials to place students in alternative settings in expulsion cases.

Drug Free Policy

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on Sela PCS grounds. Consistent with local, state and federal law, the school will impose sanctions on students, staff members, and visitors who violate the standards of conduct, up to and including for students, expulsion and referral for prosecution, and for staff, up to and including immediate dismissal. A condition of employment at Sela PCS is to abide by the terms of the statement and notify Sela PCS of any convictions for a violation of a criminal drug statute occurring in the workplace. The employee must notify the school no more than five calendar days after the conviction.

A.4.f Professional Development for Teachers, Administrators, and Other School Staff

Professional development is the vehicle through which teachers acquire and/or refine their skills and capacity to implement new practices that will lead to school improvement and increased student achievement. Sela PCS's embedded professional development is designed to achieve these goals by integrating professional development activities throughout the workday. It will be embedded in the assignments and analyses that teachers perform every day as they continually draw understanding about their success from student performance.

At Sela PCS teachers will learn together. They will solve problems in teams or as a whole faculty because every teacher will feel responsible for the success of every student in the school community. Rather than looking only outside of the school for expertise, teachers, with the help and guidance of the school's instructional leadership, will work together to build capacity within their own environment. In the process, they will become avid seekers of research and best practices that will help themselves and others.

The process of designing and coordinating the professional development program will be led by the Principal and the Curriculum Coordinator. These instructional leaders will work on a daily basis to embed professional development for the school's instructional staff into the life of the school, providing training and guidance in their work with all learners, including special populations of ELLs, students with disabilities, at-risk students and academically advanced students. As necessary, the Principal and Curriculum Coordinator may engage outside consultants to provide specific training to teachers.

It is important to note that the instructional leaders will have access to educational consultants from the Hebrew Charter School Center (HCSC), a non-profit organization with the mission to support the development, implementation and sustainability of Hebrew-language focused charter schools nationwide.

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B.3.c Financial Management and Accounting

Sela PCS will maintain its financial records in accordance with generally accepted accounting principles (GAAP) as defined by the American Institute of Certified Public Accountants. The school will establish financial management and internal accounting procedures with strong fiscal controls. The business manager/business operations company will be in charge of establishing the school's financial systems with assistance from the Board and with review by the Executive Director.

To mitigate cash flow and management issues associated with receiving four per pupil funding payments over the course of the year, we expect to develop operating cash reserves. We will obtain a line of credit from our bank to fund the payment delay for the Title Vb grant in the planning year, and also to serve as an additional buffer in our first operating year.

Each year the business manager/business operations company will start with a target budget including all revenues, expenses and savings targets. We will use Quick Books for everyday bookkeeping and will prepare monthly financial reports to ensure that we are meeting our budget: budget-to-actual, income/expense, cash flow and balance sheet. The business manager/business operations company will be responsible for preparing these reports and presenting them to the Executive Director.

The Executive Director will be responsible for preparing summary financial reports for each board meeting. We are considering contracting with GoldStar LLC to help with management of our financial back office, including budgeting, accounting, financial reporting (including to the PCSB) and audit support.

B.3.d Civil Liability and Insurance

Sela PCS will obtain coverage for the following areas of liability, based on the recommendations of the PCSB:

- General Liability - \$1000 per occurrence, \$2000 aggregate
- Directors and Officers Liability - \$1000
- Educators Liability - \$1000
- Umbrella Coverage - \$3000
- Property/Lease Insurance – 100% of replacement cost
- Boiler and Machinery Insurance - \$1000
- Auto Liability Insurance - \$1000
- Workers Compensation – as required by law

B.3.e Provision for Audit

The Sela PCS Board, through the Board's Audit/Finance Committee, will ensure the school's financial statements are audited each year and that such audit is completed in time to comply with the submission deadline to the PCSB. The Audit/Finance Committee will select a firm from the DCPCSB's approved auditor list to perform the audit and complete the school's annual tax return.

B.4 Facilities

B.4.a Identification of a Site

Sela PCS intends to be located in an area that will help us accomplish our mission of creating a truly diverse educational environment, integrating students of all socioeconomic, racial and ethnic

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teacher conference. Infractions could include such things as bringing drugs or weapons into the school, and will be outlined in the student handbook. Students will be provided with learning materials and educational activities while they are suspended. Further infractions following readmission may result in expulsion. Students and their families will have the right to appeal a suspension or expulsion decision to the Board of Trustees.

The rights of Sela PCS students with IEPs or those in need of a review for IEPs, are governed by the 1997 amendments to IDEA concerning the suspension or expulsion of students with special education needs (20 U.S.C Section 1415, subsection K). Sela PCS will follow the IDEA discipline guidelines provided for in subsection K when managing potential suspension of a student with an IEP or a student identified as in need of a review of an IEP.

Development of Student Policies

The Executive Director and Principal will prepare student policies and procedures early in 2013. The policies and procedures will be approved by the Board of Trustees. Upon finalization the policies will become the Student Handbook that all faculty, staff, families and students will receive before school begins. Students and families will be introduced to the Student Handbook at the Family Orientation Meeting and will be regularly referred to its contents at Back-to-School night, parent/teacher conferences and school assemblies.

C.2 Human Resource Information

C.2.a Key Leadership Roles

Once a conditional charter is granted, the Sela PCS founding board will hire the administrative leadership of the school, as outlined in Section B2c. In the interim, the school will be led by the following founding group members and other experts.

Executive Director/Principal

The Executive Director, hired in July 2012, is, Dr. Jason Lody. Jason Lody is a native of New Jersey but has studied and worked internationally. He holds a Bachelor's Degree and a Master's Degree in School Administration from Catholic University in Washington, DC. He also holds advanced degrees in Theology and Counseling. Jason completed doctoral studies in Education Policy and Leadership. In 2004, after finishing 2 years teaching undergraduate education courses at The College of Saint Rose in Albany, NY, Jason took a sabbatical during which he joined and trained with the Metropolitan Police Department in Washington, DC. Jason served as a patrol officer, training officer, and finally as a gang investigator with the DC Police Department before returning to education as a founding principal of a public charter school in Washington, DC. As Executive Director he will coordinate all aspects of the charter implementation, including hiring the rest of the staff, managing the plans for the facility, and recruitment. Dr. Lody will be responsible for implementing the plan, as detailed at the end of this section, in section C.1.a.

Curriculum Leadership

Until the Principal is hired, Sela PCS will utilize the support of the Hebrew Charter School Center, whose experts will start development of the curricular plan, for the teaching of both English and Hebrew.

Shlomit Lipton, Director of Hebrew Educational Services at HCSC, and Hindie Weissman, Director of Curriculum and Instruction at HCSC will be key supports as the school begins.

Shlomit Lipton was the Hebrew Studies Coordinator at The Rashi School, Boston, from 1996 to 2008, where she taught Hebrew at all levels. She was Assistant Head of The Rashi School from January 2001 to June 2003 and also Interim Head of the School. She taught Hebrew at Prozdor high school for three years and was a consultant in the development of the Hebrew curriculum *Haverim B'Ivrit*. In Israel, she taught English in grades 4 through 12 at Kibbutz Kabri. Ms Lipton studied Foreign Language Instruction at Oranim Teachers' College, affiliated with Haifa University and holds an M.Ed. specializing in Reading and Language Arts from UNC-Chapel Hill.

Hindie Weissman has been an educator for 30+ years--working in some of the poorest congressional districts in the nation, providing direct instruction, professional development and mentoring to both instructional and supervisory staff. She is a graduate of Hunter College and holds a Master of Science degree in Education with a specialization in Developmental, Corrective and Remedial Reading. Ms. Weissman has provided customized consulting services to schools from New York City to Israel in the areas of instruction, data analysis, assessment, school climate, classroom management, test preparation, parent involvement, grant writing and goal setting. In addition to designing comprehensive instructional models for charter schools, Ms. Weissman spearheaded the Moriah Fund's educational initiative in Netanya, Israel, where she brought the strategies of balanced literacy to teachers at schools with large Ethiopian immigrant communities. She also authors and edits professional materials for Scholastic Books. Board of Trustees member, Dr. Marva Tutt, Chief Administrative Officer at the Howard Road Academy, who has extensive curricular and teaching experience (see bio in Section B1a), will also serve in an advisory role as needed.

Business Officer

Before the school is open, the financial responsibilities of the school will be fulfilled by **Naomi Szekeres** (see bio in Section B.1a). She will work with the Executive Director and Board of Trustees to develop finance-related policies, develop the budget, manage financial reporting and monitor expenditures and cash flow. Ms Szekeres has formal training in management, and consults in the area of financial best practices. She has managed budgets for a range of institutions and businesses, and knows the educational arena extremely well. In addition, during the planning and initial operating years we anticipate needing additional business management support. GoldStar Group LLC will support Sela PCS with financial back office operations including budgeting, financial reporting, audit support and payroll. As soon as possible, the interim Executive Director will hire an administrative assistant to help with these responsibilities.

Legal Counsel

Rebecca Gan, Esq., and **David Weiss**, Esquire are already generously providing legal counsel on a pro bono basis and will continue to do so until the school opens. Rebecca Gan is a partner at Tyde Law Group, LLC and has provided legal counsel to several D.C. area and national nonprofits in the areas of nonprofit formation, corporate governance, ethics, and intellectual property. David Weiss is in-house employment counsel for the American Stock Transfer Trust Co., LLC. David has broad-based corporate and labor and employment law experience. Ms Gan and Mr Weiss have been assisting Sela PCS with its nonprofit formation, preparing and filing necessary documents with the District of Columbia (articles of incorporation, corporate bylaws, occupation permits, D.C. tax registration) and preparing the charter's 501(c)(3) application and attendant D.C. corporate filings (D.C. tax exemption and D.C. charitable solicitation license). Additionally, Diana Savit, Esquire Esq., founding partner of Savit Szymkowicz,

LLP has also offered her assistance. Diana's civil practice firm, with offices in Maryland and D.C., has represented several D.C. charter schools. Diana specializes in special education and disabilities law.

C.2.b Qualifications of School Staff

The founders of Sela PCS are well aware that it is crucial to hire the right combination of professional staff at all levels, in order to meet the goals of the school. We will set high standards for all school staff, both in terms of experience and academic qualifications, as well as personal qualities that serve and further the school's mission.

Executive Director

As the overall leader of the school, the Executive Director will have the following qualifications:

- Demonstrated experience (at least 3 years) in organizational leadership, including human resources management, finance and budgeting, and governance
- Excellent communication skills, both oral and written, and the proven ability to motivate and connect to diverse communicators and stakeholders
- Successful track record of building relationships with, and securing donations from, a variety of public and private sources
- Demonstrated commitment to educational innovation, and particularly to the values of the school including the school's language immersion focus
- Masters degree (at least) in a field related to the role (MBA, education, non-profit management, or other related field)

Principal

As the leader of the academic and instructional components of the school, the Principal will have the following qualifications:

- Minimum of a Bachelor's degree (Masters degree is preferred)
- At least 3 years of experience as a classroom teacher (preferably in at least 3 grade levels relevant to the school), with preference given to teachers with experience in language immersion and the workshop model
- At least 3 years experience in educational administration
- Demonstrated knowledge of curriculum development, including experience with a variety of curricular materials and instructional resources and knowledge of best practices regarding assessment, differentiated instruction and other core elements of the school's instructional plan
- Demonstrated creativity in educational instruction
- Commitment to language immersion and the Proficiency Approach to language acquisition
- Administrative skills, including, but not limited to, organizational, fiscal, public policy and total quality management skills and techniques
- Proficiency in analyzing school data
- Demonstrated effective use of group processes and facilitator skills
- Ability to establish priorities and manage budgets and allocate resources
- Knowledge of education trends and best practices

Curriculum Coordinator

The curriculum director will report to the school Principal and support the school's instructional staff by providing coordination and support for learning programs and activities. The curriculum director will research and develop curricular materials and resources for teachers. The curriculum director will also

train teachers on how to improve their instruction through the use of materials and resources. The curriculum director will have the following qualifications:

- Minimum of a Bachelor's degree (Masters degree is preferred)
- At least 3 years of experience as a classroom teacher (preferably in at least 3 grade levels relevant to the school), with preference given to teachers with experience in language immersion and the workshop model
- Demonstrated knowledge of curriculum development, including experience with a variety of curricular materials and instructional resources
- Demonstrated creativity in educational instruction
- Knowledge of technology integration preferable
- Working knowledge of Sela PCS chosen curricula such as *Investigations*, *Social Studies Alive!* and with the proficiency approach to language learning
- Experience coaching or mentoring teachers in their classrooms
- Proficiency in Hebrew language

Business/Operations Manager (beginning in Year 3)

The Business/Operations Manager will be responsible for managing the school's business and financial operations including accounting, budgeting, internal controls, facilities management, vendor management, and related tactical and strategic operational duties. Beginning in Year 3, when the Business/Operations Manager is hired, he or she will have the following qualifications:

- Minimum of a Bachelor's degree and/or professional certification in a relevant field (accounting, business/finance, management)
- MBA preferred
- At least 3 years of work experience in management, logistics and business management
- High levels of flexibility, organizational skills, and a demonstrated ability to problem-solve, multi-task and improvise in a highly dynamic environment
- Knowledge of the OnCourse student information system, or similar system and familiarity with the appropriate software and technology relevant to the position
- Knowledge of local and federal laws regarding school management and compliance
- School experience will be preferred
- Experience managing accounting, finance, operations and marketing in a successful business

Teachers

Our standards for teachers will meet or exceed No Child Left Behind requirements for Highly Qualified Teacher status in the District of Columbia. The qualifications the school will use to hire teachers are:

- Minimum of a Bachelor's degree
- Proof of content and pedagogical expertise. Experience with the workshop model, the proficiency approach and experience in language immersion schools will be preferred
- Hebrew-speaking teachers must be native speakers of the language, or speak at native level

Other educational professionals, including the counselor, literacy and math specialists, special education teachers, ELL coordinators, and others, will have appropriate qualifications for their roles in the school. We also will seek highly experienced assistant teachers who have completed an undergraduate degree and are highly motivated to support our teachers and students in the classroom. All faculty members, once hired, will be required to participate in appropriate training including immersion methodology and the workshop model.