

# Appendix A

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD

AND

HARMONY DC PUBLIC CHARTER SCHOOLS

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## CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2014 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and HARMONY DC PUBLIC CHARTER SCHOOLS, 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: To prepare students for higher learning in a safe, caring, and collaborative atmosphere through a quality learner-centered educational program with a strong emphasis on science, technology, engineering, and mathematics.

**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 kindergarten through fifth grade. In each of the succeeding four (4) Academic Years, the School may provide instruction to students in accordance with Attachment K. “**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** [Goals and Academic Achievement Expectations](#).

**A.** The School Corporation has selected as its goals and measures of academic achievement expectations for its kindergarten through second grade programming the indicators

included in the Early Childhood Performance Management Framework (“EC PMF”), and has selected for its third through fifth grades the indicators in the Elementary and Middle School Performance Management Framework (“ES/MS PMF”).

(i) 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, formulas, and weights will automatically become part of the measurement of the school’s academic achievement expectations. However, if changes other than those listed above are made to any PMF that 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).

(ii) If, at any time during the duration of the Charter Agreement, 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. (“**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).

**B. Standard for charter review and renewal.** The school’s (a) kindergarten through second grade program (“Early Childhood Program”), its (b) third through eighth grade program (“Elementary/Middle School Program”), and its (c) ninth through twelfth grade program (High School Program”) will be assessed separately in charter reviews and renewal assessments.

(i) Early Childhood Goals and Expectations. The Early Childhood PMF will be considered to have been adopted by the school in 2014-15 as its goals and student academic achievement expectations for its early childhood program (kindergarten through second grade).

For each school year, starting in the 2014-15 school year, and until PCSB determines the performance standards for the Early Childhood PMF tiers, each measure within the Early Childhood PMF will be considered an individual charter goal. The School Corporation will be considered to have met each goal if it meets or exceeds the threshold for each individual measure.

After PCSB establishes EC PMF tiers, for purposes of reviews and renewals, the school will be considered to have met its goals and academic expectations if it meets performance standards to be set by the PCSB Board.

(ii) Elementary/Middle School Goals and Expectations. The school’s elementary/middle school program (third through fifth grade) will be deemed to have met its goals and academic expectations if:

At its fifth-year charter review, the School Corporation earns at least 40% of the possible PMF points in at least two of the most recent three years in operation.

At its tenth-year charter review, the School Corporation earns 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.

At its charter renewal, the School Corporation earns 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.

(iii) High School Goals and Expectations. The school's high school program (ninth through twelfth grade) will be deemed to have met its goals and academic expectations if:

At its fifth-year charter review, the School Corporation earns at least 40% of the possible PMF points in at least two of the most recent three years in operation.

At its tenth-year charter review, the School Corporation earns 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.

At its charter renewal, the School Corporation earns 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.

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

**D.** 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.

**E.** 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).

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

**2.4 Curriculum.** **A.** The School Corporation shall design and implement the educational program set forth in its 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. The School Corporation has elected to be its own LEA for the purpose of providing services to students with disabilities. The School Corporation shall notify PCSB in writing of any change in election by April 1 prior to any Academic Year in which the change in election shall be effective.

### **SECTION 3. ADMINISTRATION AND OPERATION**

**3.1 Location.** **A.** The School shall be located at 62 T St, NE , Washington, D.C. 20002 (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.

**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 216 students in the first Academic Year and no more than 624 students in subsequent Academic Years substantially in accordance with Attachment K. 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 Attachment K; 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 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 to PCSB in accordance with PCSB's stated policies 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 gifts for School purposes;
- (viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in the 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 and purposes in support of the 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, members 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 and as otherwise required by applicable law and rule. (“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 two (2) years.

## **SECTION 7. REPORTING REQUIREMENTS**

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

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

**7.3** [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 beginning July 1, 2014, (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) business 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, 2014; if the School fails to secure use of the School Property by August 1, 2014; 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 §38-1802.13a of the Act or as otherwise permitted by applicable law.

## **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 14<sup>th</sup> 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:

Harmony DC Public Charter Schools  
62 T Street, NE  
Washington, D.C. 20002  
Attention: Soner Tarim  
Email: [starim@harmonytx.org](mailto:starim@harmonytx.org)  
Telephone: (832) 641-5588

**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.

**HARMONY DC PUBLIC CHARTER  
SCHOOLS**



By: SONER TARIM

Title: PRESIDENT,

Date: JUNE 25, 2014

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**

  
By: John H. "Skip" McKoy

Title: Chairman

Date: June 30, 2014

## **Maximum Enrollment**

### **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 K	Maximum Enrollment
ATTACHMENT L	School Management Contract

## **Attachment A: Proposed Rules and Policies for Governance and Operation of School Corporation**

The Board of Trustees of Harmony DC PCS's main goal is to ensure that all necessary resources are available to accomplish the mission and goals of the proposed school. The Board of Trustees is ultimately responsible for the success of the school. Thus, the Board will hire a Principal / CEO with authority and responsibility for day-to-day operations of the school, including but not limited to: hiring and firing school staff, designing the school's curriculum, and creating the school's annual budget. Trustees will not interfere with daily operation of the school. The Board members' duties include but are not limited to:

- Affirm the mission, goals and objectives,
- Attend regular and special board meetings,
- Provide leadership to board sub-committees,
- Prepare the budget along with the principal and business manager
- Commit time to developing financial resources for the charter school,
- Evaluate the performance of the principal,
- Establish and maintain all policies governing the operation of the charter school,;
- Ensure that the school adheres to the mission and goals outlined in the charter,
- Hold the principal / CEO accountable for the academic success and fiscal responsibility of the school;
- Provide support to the school for additional fund-raising, marketing and other services as needs arise,
- Hear and render decisions on issues brought to the board's attention,
- Participate in disputes that are brought to the board's attention as they relate to the school's discipline policy, especially disputes arising in the areas of expulsion and long-term suspension,
- Handle complaints submitted to the board in a timely manner per the complaints process detailed in the charter application.
- Responsibly review and act upon sub-committee recommendations brought to the board for action,
- Assist in identifying resources and attract resourceful people, and
- Advocate on behalf of the school by working to establish partnerships with community organizations, institutions of higher learning, nonprofit foundations and corporate entities that support education through noncommercial relationships.

**Ethical standards and conflicts of interest:** It is important that each Board member recognize that he or she is a public official charged with an important responsibility. In view of the fact that each and every Board member is elected to his or her position and pledges to properly serve the citizens of the given community, each member has a profound responsibility to the voters who have elected him or her. Following this, representation should at all times serve the best interests of the students in the school as a whole rather than the interests of other entities. Members of this unique Board will be volunteers and no Board member will be paid for the services he or she provides. To this end, the Board members, officers, and employees of Harmony DC PCS will declare their acceptance of the standards of practice set forth herein, and their solemn intent to honor them to the limits of their ability as outlined in the following Code of Ethics:

1. The Board members and the school administrators shall not engage in any "self-dealing transactions". "Self-dealing transaction" means a transaction to which the school is a party and in which one or more of the directors has a material financial interest.
2. Every Board member has the right to participate in the discussion and vote on all issues before the board or any board committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such director relating to;
  - (a) A conflict of interest,
  - (b) Indemnification of that Trustee uniquely; or
  - (c) Any other matter at the discretion of a majority of the Board members.
3. No one on the Board of Trustees may be comprised of any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.
4. No Trustees or officers of the Board of Trustees or key employees of the school shall have any contract interest or other business transaction with the proposed school.
5. Trustees representing any not-for-profit corporation shall not engage in any business transaction with the

proposed school.

6. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship.
7. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.
8. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the board.
9. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
10. A Trustee shall not use his or her position with the school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
11. Trustees, officers, or employees may never ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

If the member of the school board or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board of Trustees or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

The minutes of the board of directors and all committees with board-delegated powers shall contain:

- Names of Persons with Financial Interest: The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Trustees or committee's decision as to whether a conflict of interest in fact existed.
- Names of Persons Present: The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

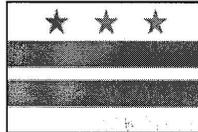
Each Board member, principal officer and member of a committee with board-delegated powers shall annually sign a statement which affirms that such person;

- Understands that the Board is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- To ensure that the Board operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Board may conduct periodic reviews.

**Attachment B: Articles of Incorporation and Bylaws**

Initial File #: N00004876562

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



**CERTIFICATE**

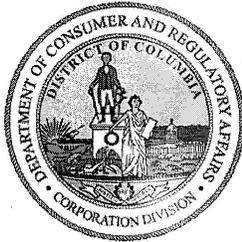
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this **CERTIFICATE OF INCORPORATION** is hereby issued to:

HARMONY DC PUBLIC CHARTER SCHOOLS

**Effective Date:** 2/20/2014

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the seal of this office to be affixed as of 2/20/2014 3:19 PM

Business and Professional Licensing Administration



A handwritten signature in cursive script that reads 'Patricia E. Grays'.

PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Vincent C. Gray  
Mayor

Tracking #: 1sXH7lib



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS  
District of Columbia Government  
Corporations Division

Articles of Incorporation of Domestic Nonprofit Corporation  
Form DNP-1, Version 3, January 2012.

One or more persons acting as the incorporator or incorporators under the provisions of the Title 29 of D.C. Code (Business Organizations Act) adopt the following Articles of Incorporation:

1. Corporation Name.

Harmony DC Public Charter Schools

2. The corporation will have members.

Yes

No

3. Registered Agent's name and address in the District Columbia.

Lauren E. Baum 3573 Warder Street, NW, #2  
Washington, DC 20010

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

5. Miscellaneous Provisions. (may attach the statement)

See attachment

DCRA Corp. Div.

FEB 20 2014

FILE COPY *CS*

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405.

6. Incorporators Name & Address.

Soner Tarim  
9914 Deanwood St. Houston, TX 77040

6A. Incorporators Signature and Date.

*Soner Tarim* 2/18/2014

7. Incorporators Name & Address.

7A. Incorporators Signature and Date.

Mail all forms and required payment to:

Department of Consumer and Regulatory Affairs  
Corporations Division  
PO Box 92300  
Washington, DC 20090  
Phone: (202) 442-4400

Corporate Online Services Information:

Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dcr.dca.dc.gov>, create the profile, access the online services main page and proceed. Online filers must pay by using the credit card.

Please check [dca.dc.gov](http://dca.dc.gov) to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registrations."

5.

Article - Purposes

The purposes for which the Corporation is organized are as follows:

Primary Purpose:

The Corporation is organized and shall be operated exclusively for charitable, educational, scientific and literary purposes as defined by the Internal Revenue Code of 1986, Section 501 (c) (3). No part of the Corporation's net earnings shall inure to the benefit of any incorporator, Member, Director, Officer, private shareholder or individual, except to the extent permissible by law. No substantial part of its activities shall be carrying on propaganda or otherwise attempting to influence legislation, and it shall not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Specific Purpose:

The Corporation will establish, develop, market and operate one or more charter schools pursuant to the District of Columbia School Reform Act in 1995, D.C. Code section 38-1800.01, et seq., or the corresponding provisions of any future District Law.

Article 5

Powers

The Corporation, subject to any specific written limitations or restrictions imposed by the Act or these Articles of Incorporation, shall have and may exercise the power to do any and all things that a non-profit corporation entitled to exemption pursuant to Section 501 (c)(3) of the Internal Revenue Code may now or hereafter do under the laws of the District of Columbia. The Corporation may exercise all the powers specified in the Act and all implied powers necessary and proper to carry out its express powers.

**ARTICLES OF INCORPORATION OF  
HARMONY DC PUBLIC CHARTER**

**SCHOOLS**

**A DISTRICT OF COLUMBIA NON-PROFIT CORPORATION**

The undersigned, being natural person(s) over the age of eighteen years, acting as incorporator(s) of a non-profit corporation under the District of Columbia Nonprofit Corporation Act of 2010 (D.C. Code, Title 29, Chapter 4) (the "Act"), hereby adopt the following Articles of Incorporation:

**ARTICLE I  
NAME**

The name of the non-profit corporation is Harmony DC Public Charter Schools ("Corporation").

**ARTICLE 2  
DEFINITIONS**

Except as otherwise provided herein or as may be required by the context, the terms contained in these Articles of Incorporation, shall have the defined meanings provided in the Act.

**ARTICLE 3  
DURATION**

The Corporation shall exist perpetually or until dissolved pursuant to law.

**ARTICLE 4  
PURPOSES**

The purposes for which the Corporation is organized are as follows:

Primary Purpose: The Corporation is organized and shall be operated exclusively for charitable, educational, scientific and literary purposes as defined by the Internal Revenue Code of 1986, Section 501(c)(3). No part of the Corporation's net earnings shall inure to the benefit of any incorporator, Member, Director, Officer, private shareholder or individual, except to the extent permissible by law. No substantial part of its activities shall be carrying on propaganda or otherwise attempting to influence legislation, and it shall not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Specific Purpose: The Corporation will establish, develop, market and operate one or more charter schools pursuant to the District of Columbia School Reform Act of 1995, D.C. Code § 38-1800.01, et seq., or the corresponding provisions of any future District law.

## **ARTICLE 5 POWERS**

The Corporation, subject to any specific written limitations or restrictions imposed by the Act or these Articles of Incorporation, shall have and may exercise the power to do any and all things that a non-profit corporation entitled to exemption pursuant to Section 501(c)(3) of the Internal Revenue Code may now or hereafter do under the laws of the District of Columbia. The Corporation may exercise all the powers specified in the Act and all implied powers necessary and proper to carry out its express powers.

## **ARTICLE 6 MEMBERSHIP**

The Corporation shall have one member (the "Member"), Harmony Public Schools, a Texas non-profit corporation.

## **ARTICLE 7 BOARD OF DIRECTORS**

The affairs of the Corporation shall be managed by a Board of Directors, consisting of not more than fifteen (15) Directors as prescribed by the Bylaws. The number of Directors constituting the initial Board of Directors shall be three.

## **ARTICLES BYLAWS**

The initial Bylaws shall be adopted by the Board of Directors. The Board of Directors may adopt, amend, repeal and enforce Bylaws and reasonable rules and regulations governing the operation of the Corporation, to the extent that the same are not inconsistent with these Articles of Incorporation or the law.

## **ARTICLE 9 REGISTERED AGENT**

The name of the registered agent of the Corporation is:

Lauren E. Baum  
Law Office of Lauren E. Baum, PC  
3573 Warder Street, NW, #2 Washington, DC 20010

**ARTICLE 10**  
**INITIAL BOARD OF DIRECTORS**

The names and addresses of the individuals who are to serve on the initial Board of Directors until the first annual meeting of the Corporation and until the successors of such Directors are elected and qualified are as follows:

1. Soner Tarim: 9914 Deanwood St. Houston, TX 77040
2. Julie Norton: 340-B Parkview St. Houston, TX 77009
3. Renita Thukral: 1309 Park Road NW Apartment: 101 Washington DC 20010

**ARTICLE 11**  
**INCORPORATORS**

The name and address of the incorporator(s) of the Corporation are as follows:

Soner Tarim 9914 Deanwood St. Houston, TX 77040

The undersigned incorporator(s) signs these Articles of Incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.

DATED this 18th day of February, 2014.

**BYLAWS OF**  
**HARMONY DC PUBLIC**  
**CHARTER SCHOOLS**

**ARTICLE 1**  
**NAME & OFFICES**

**Name**

1.01 The name of the Corporation is **Harmony DC Public Charter Schools (the "Corporation")**.

**Principal Office**

1.02 The Corporation shall have and continuously maintain a principal office in the District of Columbia. The Corporation may have such other offices, either in the District of Columbia or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Corporation without amendment of these bylaws.

**Registered Agent**

1.03 The Corporation shall maintain a registered agent in the District of Columbia.

**ARTICLE 2**  
**PURPOSE**

**Primary Purpose**

2.01 The Corporation is established as a not-for-profit Corporation for any lawful purpose permitted under the laws of the District of Columbia. For purposes of federal laws, the Corporation is organized and shall be operated exclusively for charitable, educational, scientific and literary purposes as defined by the Internal Revenue Code of 1986, Section 501(c)(3). No part of the Corporation's net earnings shall inure to the benefit of any private shareholder or individual except for any and all contracts that may be entered into with any individuals as provided and afforded by these Bylaws and appropriate resolution of the Board of Trustees of the Corporation. No substantial part of its activities shall be carrying on propaganda or otherwise attempting to influence legislation, and it shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**Specific Purpose**

2.02 The Corporation will establish, develop, market and operate one or more charter schools pursuant to the District of Columbia School Reform Act of 1995, D.C. Code § 38-1800.01, *et seq.*, or the corresponding provisions of any future District law.

**ARTICLE 3  
MEMBER**

**Member**

3.01 The Corporation shall have one member (the "Member"). The Member shall be Harmony Public Schools, a Texas nonprofit corporation. The Member shall have all the authority set forth in the Articles of Incorporation, these Bylaws and District of Columbia law. Membership in this Corporation may be assigned or transferred solely by Harmony Public Schools to any lawful person or entity.

**Interest**

3.02 Membership interests in the Corporation do not represent an economic or proprietary interest, directly or indirectly, in the assets or the profits of the Corporation.

**Dues/Fees**

3.03 The Member shall not be required to pay any dues or fees to the Corporation.

**ARTICLE 4  
MEMBER MEETINGS & AUTHORITY**

**Annual Meeting**

4.01 The Member shall hold an annual meeting on the first Tuesday of October of each calendar year, unless: (i) such date falls on a holiday observed by the federal government or the District of Columbia, in which event, the meeting shall be held on the next succeeding Tuesday; or (ii) another date is designated by the Member and notice is properly given. The Member may hold regular or special meetings, within or outside the District of Columbia, as prescribed by the Member's Articles of Incorporation or Bylaws. Member meetings will be held in Texas at the corporate offices of the Member or in the District of Columbia, at the discretion of the Member. Member meetings may also be held by means of electronic communication technology at the discretion of the Member.

**Member Authority**

4.02 The Member shall have all of the duties and powers required or permitted by applicable law and, in addition, but without limitation, the rights set forth in these Bylaws. Further, any decision of the Board of Directors of the Corporation that, in the opinion of the Member materially or adversely affect the financial or operational well-being of the Corporation or the delivery or quality of the educational programs provided by the Corporation, shall be null and void unless approved or ratified by the Member prior to implementation by the Board of Directors of the Corporation. The Member's duties and powers shall include but not be limited to the following:

- The Member's approval shall be required for any amendments to the Corporation's Articles of Incorporation or Bylaws to be effective, and such approval shall be at the Member's sole discretion.
- The Member shall be entitled to appoint or approve the appointment of each seat on the Board of Directors and to appoint or approve the appointment of any persons to vacancies on the Board of Directors, as described in Article 5 below.
- The Member may remove any person from the Board of Directors with or without cause.

**ARTICLE 5**  
**BOARD OF DIRECTORS**

Management of the Corporation

5.01. The affairs of the Corporation shall be managed by the Board of Directors of the Corporation ("Board").

General Powers

5.02 The Board shall have all of the duties and powers required or permitted by applicable law. Subject to the rights of the Member, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board.

Number of Directors

5.03. The number of Directors of the Board shall be an odd number of no less than five nor more than fifteen, or as subsequently amended by majority vote of the directors then serving on the Board, subject to any restrictions of law. A majority of Directors must be District of Columbia residents. The number of Directors may be increased or decreased in accordance with this Section 5.03 but in no case shall the number of directors be less than three (3). As required by District of Columbia law, as long as the Corporation operates a school in the District of Columbia, the Board shall include two (2) parents of students attending a school operated by the Corporation ("Parent Directors"). Upon the effective date of these Bylaws, the Corporation has not been granted a charter, nor has the Corporation commenced operation of a school. Accordingly, the appointment of the required Parent Directors shall occur upon the earliest practicable date after classes commence at a school operated by the Corporation in the District of Columbia. Until such time, Directors may be individuals that are not parents of students attending a school operated by the Corporation and such Directors may exercise all of the powers and perform all of the duties of Directors of the Board.

Appointment of Directors

5.04. For each Board vacancy, the Board shall submit to the Member a list of three candidates selected by the Board, along with such individuals' qualifications and any other information related to such individuals reasonably requested by the Member. After due inquiry and deliberation, which may, at the Member's discretion, include personally interviewing such candidates, the Member shall fill such Board vacancy by appointing a Director from qualified individuals on the list provided by the Board or the Member may, at the Member's discretion, request a new list of candidates selected by the Board if none of the presented candidates are deemed qualified by the Member. All such Directors must meet the District of Columbia's statutory requirements for Directors. Directors must, in the opinion of the

Member and the Board, possess experience and qualifications that further the Board's commitment to the educational and operational purposes of the Corporation.

### **Term of Directors**

5.05 Each Director shall serve a three year term or until his or her successor is appointed. A Director whose term has expired may be appointed to succeed him or herself. A Director's term shall not be extended or shortened beyond the term for which the Director was appointed by an amendment of these Bylaws or other Board action. In the case of a Parent Director, such Director shall hold office as stated or permitted herein or, if earlier, until the student qualifying such Parent Director is no longer a student at a school operated by the Corporation. In such event, the Parent Director shall be removed as a Director as of the date such student graduates or is withdrawn from enrollment at a school operated by the Corporation.

### **Vacancies**

5.06. Any vacancy occurring on the Board, and any director position to be filled due to an increase in the number of Directors, shall be filled by appointment as specified in Section 5.04 of these Bylaws.

### **Resignation of Directors**

5.07. A Director may resign at any time by written notification to the President or Secretary of the Board. The resignation shall take effect at any time specified therein, and if no time is specified, at the time of its receipt. The acceptance of a resignation by the President or Secretary shall not be necessary to make it effective. Any Director who is absent for more than four (4) consecutive meetings of a Board meeting in any fiscal year shall be deemed to have resigned in accordance with this Section 5.07 of these Bylaws, unless the Board acts affirmatively by majority vote of directors present at a meeting to retain the Director..

### **Removal of Director**

5.08 Any Director may be removed from the Board, with or without cause, by the affirmative vote of two-thirds of the Directors entitled to vote who are present at a duly called meeting of the Board convened for that purpose or by the Member as provided in Article 4. Any director removed by this Section shall also be deprived of status as an officer of the Corporation. The Director under consideration for removal by the Board must abstain from voting and may not be considered in calculating the two-thirds vote requirement, but may be included when determining a quorum. Any Director who is absent for more than 40 percent of Board meetings in any 12-month period may be removed automatically, unless the Board or the Member affirmatively determines in writing to retain such Director.

### **Annual Meeting**

5.09. The annual meeting of the Board shall be held on the first Tuesday of October of each year. The date of the annual meeting may be changed with a written notice by the President who shall also set the time and place of that delayed meeting. The President or the Secretary shall give a written notice of the meeting to each Director. Officers of the Corporation shall be elected at the Annual Meeting and there shall be transacted such other business as may properly be brought before the Board.

### **Regular Meeting**

- 5.10. Regular meetings of the Board shall be held at the principal office on the first Tuesday of every other month starting October of each year or at such other time or place as the Board may designate from time to time within the District of Columbia. The number of meetings may be increased or decreased by a resolution of the Board. The President or the Secretary shall give a written notice of the meeting to each Director.

### **Special Meetings**

- 5.11. Special meetings of the Board may be called by or at the request of the Member, the President or any two Directors. A person or persons authorized to call special meetings of the Board may fix any place for holding a special meeting. The person or persons calling a special meeting shall notify the Secretary of the information required to be included in the notice of the meeting. Then, the Secretary shall give written notice of the meeting to each Director not less than five (5) nor more than 30 days before the date of the meeting.

### **Notices**

- 5.12. All meeting (Annual, Regular, and Special Meetings) notices must be in writing and set forth the time, place and general purposes of the meeting. Notice to Directors may be delivered personally, by facsimile, or by email, or deposited in the mail, with postage paid, addressed to each Director of record at his or her last address (including email or facsimile number) as it appears in the Corporation's records. Notice that is mailed to a Director must be deposited in the mail no less than five (5) days (exclusive of the date of the meeting) before the date of the meeting. Attendance of a Director at a meeting constitutes a waiver of notice, unless the Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

### **Agendas**

- 5.13. The order of business of the Board shall be established by an Agenda as presented in the notice of the meetings. The Agenda shall be prepared by the President of the Board and the CEO of the Corporation and shall identify all matters to be presented to and to be considered by the Board. The Member shall have the right to require items to be placed on the Agenda of any meeting of the Board.

### **Quorum**

- 5.13. A majority of the number of Directors then serving on the Board shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The Directors present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough Directors leave the meeting so that less than a quorum remains.

However, no action may be approved without the vote of at least a majority of the number of Directors required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the Directors present may adjourn the meeting at any time without further notice.

#### **Actions of Board of Directors**

5.14. The Board of Directors shall try to act by consensus. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number is required by law or specified in these bylaws. If a quorum is present but thereafter a sufficient number of Directors leave such meeting so that a quorum is no longer present, then any action taken by the remaining Directors shall not be the act of the Board. In the event there is a voting deadlock of the Board, the Board shall, within five business days of the deadlock vote, submit the action under consideration, in writing to the Member. The Member shall decide such action under consideration, in its sole discretion, and deliver its written decision to the Board within 15-days. The Member's decision shall be binding on the Board of Directors and the Corporation.

#### **Proxies**

5.15. Board of Directors may not issue a proxy, vote by proxy, or be represented at a meeting of the Board by a proxy.

#### **Resolutions and Minutes**

5.16. All motions and resolutions of the Board will be written or recorded in the minutes of the Board and certified copies will be placed in the corporate records of the Board.

#### **Compensation**

5.17. Directors shall not receive compensation for their services as Directors or as members of any committee of the Board. The Board of Directors may adopt a resolution providing for a reimbursement payment according to state law to the Directors for their necessary and reasonable expenses incurred in the performance of duties as directors of the Corporation.

### **ARTICLE 6 OFFICERS**

#### **Officer Positions**

6.01. The officers of the Corporation shall be a President, two Vice Presidents, a Secretary, and a Treasurer. The Board may reduce the number of or create additional officer positions, define the authority and duties of each such position, and elect persons to fill the positions. Any two or more offices may be held by the same person, except the offices of President and Treasurer.

#### **Election and Term of Office**

6.02. The officers of the Corporation shall be elected annually by the Board at the annual meeting of the Board by a majority vote of Directors present at such meeting. If the

election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently as possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.

### **Removal**

6.03. Any officer elected by the Board may be removed by the Board with or without cause by the affirmative vote of a majority of the Directors then serving on the Board. The officer in question shall not vote on the question of removal, but may be present at the meeting and may be counted in determining the presence of a quorum.

### **Vacancies**

6.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

### **President**

6.05. The President shall preside at all meetings of the Board. The President shall perform other duties prescribed by the Board and all duties incident to the office of President. The President shall be responsible for the management of the Corporation.

### **Vice President**

6.06. When the President is absent, is unable to act, or refuses to act, the First Vice President shall perform the duties of the President. When the First Vice President is absent, unable to act, or refuses to act, the Second Vice President shall perform the duties of the President. When a Vice President acts in place of the President, the Vice President shall have all the powers of and be subject to all the restrictions upon the President. A Vice president shall perform other duties as assigned by the President or Board.

### **Treasurer**

6.07. The Treasurer shall:

- (a) Perform all the duties incident to the office of Treasurer.
- (b) Perform duties as assigned by the President or by the Board.
- (c) Be responsible for the financial affairs of the Corporation.

### **Secretary**

6.08. The Secretary shall:

- (a) Give all notices as provided in these Bylaws or as required by law.
- (b) Take minutes of the meetings of the Board and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records and of the seal of the Corporation.
- (d) Affix the seal of the Corporation to all documents as authorized.
- (e) Perform duties as assigned by the President or by the Board.
- (f) Perform all duties incident to the office of Secretary.

## **Principal/CEO**

- 6.09. The principal/CEO is the educational leader and chief executive officer (CEO) of the charter schools and the Corporation and is responsible for implementing the policies adopted by the Board or requirements of the Member. The Principal/CEO has the primary administrative responsibility for planning, operation, supervision and evaluation of the education programs, services, and facilities of the Corporation and its charter school and for the annual evaluation of employees. The Principal/CEO is responsible for maintaining general supervision and exercising supervisory authority over all employees and over all programs for which they are responsible.

## **ARTICLE 7 COMMITTEES**

### **Establishment of Committees**

- 7.01. Designated bodies may be established by the Board to perform the duties and functions assigned in furtherance of Board objectives. The Corporation currently has three designated bodies, which will be referred to as committees, established pursuant to this Article 7: Facilities & Construction; Finance; and Academic and & Instruction. Any committee may include one or more Directors from the Board selected by the President and approved by the Board. The rules of procedure of any committee may be set by the Board. Any committee may be abolished or any committee member removed for any reason and at any time by the Board. All such committees shall be subject to the direction of the Board and all actions of any committee shall be subject to Board approval. Any actions recommended by a committee to be taken by the Board of Directors shall be presented as a consent agenda item on the agenda for the meeting at which the Board shall consider the action recommended by the committee. A committee shall include two or more Directors and may include persons who are not directors.

### **Notice of Meetings**

- 7.02. Written notice of the time, place and agenda of all committee meetings will be given by the committee chair in the same manner as notices given for regular Board meetings. Each committee will keep and deliver a copy of minutes of its proceedings to the Secretary of the Board and will report briefly on its activities at each Board meeting.

### **Rules**

- 7.03. Each committee may adopt rules for its own operation not inconsistent with these Bylaws or with rules adopted by the Board.

## **ARTICLES 8 TRANSACTIONS OF THE CORPORATION**

### **Contracts**

- 8.01. The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the

Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

#### Deposit

- 8.02. All funds of the Corporation not otherwise employed will be deposited in banks or other depositories designated by the Board of Directors and in accordance with District of Columbia law. All checks, drafts, endorsements, notes and evidences of indebtedness of the Corporation will be signed by such officers or agents and all endorsements for deposits to the credit of the Corporation will be made as authorized by the Board.

#### Gifts

- 8.03. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, District of Columbia law, and any requirements for maintaining the Corporation's federal and state tax status.

#### Potential Conflicts of Interest

- 8.04. The Corporation shall not make any loan to a director, officer or employee of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a member, director, officer, employee or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, employee or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board, not including the participation or vote of any person having a personal interest in the transaction. Additionally, the Board of Directors shall be subject to the conflict of interest provisions of any law applicable to the Corporation regarding a potential conflict of interest and any policy adopted by the Board.

#### Prohibited Acts

- 8.05. As long as the Corporation is in existence, and except with the prior approval of the Board of Directors, no director, officer or committee member shall:
- (a) Do any act in violation of the Bylaws or a binding obligation of the Corporation.
  - (b) Do any act with the intention of harming the Corporation or any of its operations.
  - (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.
  - (d) Receive an improper benefit from the operation of the Corporation.
  - (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation.
  - (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
  - (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.

- (h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

**ARTICLE 9  
BOOKS AND RECORDS**

**Records**

- 9.01. The Corporation will maintain at its principal office all financial books and records of account, all minutes of the Board meetings and committee meetings, the list of directors, and copies of all other material corporate records, books, documents and contracts as required by law. All such records will be made available for inspection at any reasonable time during usual business hours for any lawful purpose to the Member, the Member's agents, attorneys or designees, any officer, any director, any person authorized by the Board, or as otherwise required by District of Columbia law. Upon leaving office, each director, officer or agent of the Corporation will turn over to the President in good order any Corporation monies, books, records, minutes, lists, documents, contracts or other property of the Corporation in his or her custody or control.

**Annual Report**

- 9.02. In addition to such other reports and information as may be required by District of Columbia law, the Board shall have the financial and programmatic operations of the Corporation audited annually by a certified public accountant, and the Board shall review and approve a copy of the annual audit report no later than 150 days after the end of the fiscal year for which the audit is made.

**ARTICLE 10  
FISCAL YEAR**

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

**ARTICLE 11  
INDEMNIFICATION**

- 11.01. Any person made or threatened to be made a party to any action in court or other proceeding because he is or was a director or committee member will be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney's fees, incurred in connection with the defense or settlement of the action, except where it is adjudged that the director or committee member is liable for gross negligence, bad faith, personal gain or willful misconduct in performing his duties. The right of indemnification will not exclude any other right of the director or committee member. INDEMNIFICATION UNDER THIS SECTION IS SUBJECT TO ANY AND ALL PROHIBITIONS, RESTRICTIONS AND LIMITATIONS IMPOSED BY LAW AND SUBJECT TO ANY POLICY ADOPTED OF THE BOARD AND ANY INSURANCE

POLICY PROCURED BY THE CORPORATION CONCERNING THE INDEMNIFICATION OBLIGATIONS OF THIS SECTION 11.01.

- 11.02. The Board will have the power to purchase and maintain at the Corporation's expense insurance on behalf of the Corporation, the Board and others.

**ARTICLE 12  
AMENDMENTS TO BYLAWS**

- 12.01. These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by a majority vote of the Directors then serving on the Board subject to the approval of the Member. Notwithstanding the foregoing, no alteration, amendment or restatement of these Bylaws may: 1) violate District of Columbia law; 2) adversely affect the Corporation's nonprofit status; 3) adversely affect the Corporation's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; or 4) alter or adversely affect any rights of the Member without the Member's express written consent. Any repeal, alteration, amendment or restatement that purports to alter this Article 12 may only be made upon the unanimous vote of all the Directors and the approval of the Member. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

**ARTICLE 13  
MISCELLANEOUS**

**PROVISIONS Legal Authorities Governing**

**Constructions of Bylaws**

- 13.01. The bylaws shall be construed in accordance with the laws of the District of Columbia and are subject to and governed by, and should be read to comply therewith, any applicable federal or District of Columbia laws and regulations applicable to the Corporation and the charter schools, including the District of Columbia School Reform Act of 1995, and interpretive regulations. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

**Legal Construction**

- 13.02. If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, any other provision of these bylaws shall be unaffected by such holding. The headings used in the bylaws are used for convenience and shall not be considered in contorting the terms of the bylaws. Wherever the context requires, all words in the bylaws in

the male gender shall be deemed to include female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

#### **Seal**

- 13.03. The Board may provide for a corporate seal and such seal may be inscribed with the Corporation name and year and place of its incorporation.

#### **Dissolution or Bankruptcy**

- 13.04 Any event of dissolution or bankruptcy of the Corporation shall require prior written approval of the Member. Upon dissolution, the Corporation's assets shall be distributed in accordance with the law of the District or if permitted by District law, distributed to the Member to be used for charitable and educational purposes only.

### **ARTICLE 14 STATEMENTS OF THE CORPORATION**

#### **Statement of Non-Discrimination**

- 14.01 The Corporation, in all its activities and programs, shall not discriminate on the basis of sex, national origin, ethnicity, religion, disability or any other protected class in accordance with applicable federal or District of Columbia laws. Any charter school operated by the Corporation will not deny admission based on sex; national origin; ethnicity; religion; disability; or any other factors prohibited by District or federal law.
- 14.02. The Corporation is formed for charitable and educational purposes, and is and shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation will consist of the publication or dissemination of materials or statements with the purpose of attempting to influence legislation, and the Corporation will not participate or intervene in any political campaign on behalf of or in opposition to any candidate of public office. No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise shall inure to the benefit of any private person, or any director or officer of this Corporation. On liquidation or dissolution, all properties, assets and obligations will be distributed or paid over to an organization dedicated to charitable and educational purposes that is tax-exempt pursuant to Internal Revenue Code Section 501 (c)(3) as amended or as otherwise required by state and federal law.

## **Attachment C: Procedures to Ensure Health and Safety of Students, Employees and Visitors**

The proposed school building maintenance will be handled by a third party local vendor. In addition to onsite maintenance, the school will hire facility consultants to keep up with building and fire codes. The consultant will inspect health and safety standards, fire extinguishers, fire evacuation routes etc.

When needed, the school may subcontract with appropriate vendors to ensure the school continuously meets the city codes. Harmony DC PCS will comply with all applicable health and safety requirements (e.g., building inspections, fire department, and municipal license authority, all other federal, state, and local health and safety laws and regulations) for its facility.

Harmony DC 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. Harmony DC PCS will comply with all requirements of the District of Columbia Fire Prevention Code for the purpose of fire safety.

All necessary certificates and occupancy permits will be obtained and will be posted at the building prior to the opening of the school. Harmony DC PCS will submit a report to the DC Public Charter School Board before school opening of each year to verify that Harmony PCS facility comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia, including the District of Columbia Fire Prevention code and the American with Disabilities Act. The report shall be open to public inspection and available at the campus building on upon any request.

**Attachment D: Assurance to Seek, Obtain, and Maintain Accreditation**



**HARMONY DC  
PUBLIC CHARTER SCHOOLS**  

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**Harmony School of Excellence-DC**

Harmony DC Public Charter School commits to begin the process of obtaining accreditation through an appropriate accrediting body as soon as it is eligible to do so. The Harmony DC Public Charter School Board of Trustees has approved this assurance.

A handwritten signature in black ink, appearing to read "Soner Tarim", is written over a horizontal line.

Dr. Soner Tarim  
Board Chair of Harmony DC PCS

**Attachment E: Relationship Between School and Employees**

<b>Harmony DC Public Charter Schools Organizational Chart</b>	Harmony Public Schools will act as CMO. Harmony DC Public Charter Schools will have an agreement with Harmony Public Schools. Harmony Public Schools will provide services based on the agreement.
1- Harmony DC Board of Trustees	
2- Principal of Harmony DC PCS	
3- Assistant Principal of Harmony DC PCS	
4- Teachers and other staff of Harmony DC PCS	

The Board of Trustees of Harmony DC PCS will carry out its statutory responsibilities associated with operating the charter school in an efficient and ethical manner and in compliance with local and other applicable state and federal laws.

The Board of Trustees will have the final authority for policy and operational decisions of the proposed school. The school principal will be responsible for daily school activities. The following table shows key decisions and the decision making authority;

<b>Key Decisions</b>	<b>Decision Making Authority</b>
Hiring and evaluating Principal	Board of Trustees
Hiring and evaluating teacher performance	Principal
Setting the budget and managing the school’s expenses and revenues against the approved budget	Board of Trustees has the final authority to approve school budget; however Principal and business manager will play active roles in managing the school’s expenses and revenue against the approved budget.
Defining key school policies including code of conduct, enrollment procedures, and grievance process	Board of Trustees
Hiring and evaluating the CMO	Board of Trustees

Teachers, aids, coordinators, nurse etc. report to assistant principals. Payroll and benefit coordinators report to the business manager. Assistant principals and the business manager report to Principal. The Principal gathers relevant data and evaluates all of his or her personnel. The Principal also prepares a monthly board reports to be submitted to the Board of Trustees.

All employees of Harmony DC Public Charter schools will have At Will agreement.

**Role of Experience Operator:** Harmony Public Schools will offer comprehensive school advisory services to Harmony DC PCS - School of Excellence. The management company will not interfere nor be involved in daily school activities; although, the management company will review, periodically, school activities and operation and provide monthly reports to the Board of Trustees of Harmony DC PCS. HPS will work closely with the Board of Trustees and the Principal during and after the establishment phase. The HPS will advise and provide services when necessary in the following areas;

- Human Resources
- Professional Development for School Administrators and Teachers
- Accreditation and Recognition (including Contract renewal)
- Strategic Planning
- Curriculum Development, teaching techniques and testing:
- Grant Writing
- After School Program Design
- Technology Support
- Database Management (student related)
- Facility Management
- Marketing materials
- Student recruitment
- PR Services
- Purchasing Services

Harmony Public Schools is highly qualified to deliver these services with their track record of success.

## Attachment F: Pre-opening Requirements

### Governance and Management

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

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

### 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"> <li>Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening</li> </ul>
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"> <li>School calendar—including 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days*</li> <li>Class Schedules</li> </ul>

Area of Review	Examples of Acceptable Documentation
	<ul style="list-style-type: none"> <li>• 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).</li> </ul>
Provisions have been made for assessing and serving students with special needs.	<ul style="list-style-type: none"> <li>• Evidence that needed staff is on board to provide special needs services, or evidence that services have been contracted.</li> <li>• Documentation that contracts for services equal to or exceeding \$25,000 have been reviewed by PCSB.</li> </ul>

### 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"> <li>• Copy of parent/student/family handbook / resource in which the discipline policy is printed, along with confirmation of receipt *</li> </ul>
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> <li>• Student rosters/records are on file and accessible to teachers for planning</li> </ul>
Intake process includes measures to identify students with special needs.	<ul style="list-style-type: none"> <li>• Description of process for identifying students with special needs (e.g., copy of information in enrollment packet)</li> </ul>
Valid proof of DC residency is on file for each student	<ul style="list-style-type: none"> <li>• 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.</li> </ul>
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> <li>• 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)</li> <li>• Evidence that the records of students with disabilities are kept in a secure location</li> <li>• Evidence that parents or adult students have been provided with notice of their rights under FERPA</li> </ul>
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> <li>• Description of complaint resolution process in employee, parent, and student handbooks. *</li> </ul>

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

## 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"> <li>• Space meets the needs of the program and number of students to be served</li> </ul>

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

## **Attachment G: Random Selection Process**

Harmony DC PCS - School of Excellence DC (Harmony DC PCS) will participate in the “My School DC” common lottery process beginning in the 2014-15 school year.. The enrollment period will be as announced on the My School DC website. All applications must be submitted through the My School DC website by the deadlines established by My School DC for the first and second rounds of the lottery process. The lottery is a random selection process of applications that identifies students for enrollment and generates the school's waiting list. Lottery results will be available on the My School DC website, and will also be released by Harmony DC PCS.

If there are open spaces at Harmony DC PCS after the first round of the lottery is completed, students may apply to the second round of the lottery process. Should spaces be available following the second round of the lottery, Harmony DC PCS will continue admitting students until capacity is reached. If a student applies to the school outside of the designated application period, the student will be placed on the waiting list in the order of the date in which the application is received.

*Development of a Waiting List:* If there are more applicants than open seats, My School DC will generate a waiting list for Harmony DC. As spaces become available, they will be offered to the applicants in the order of placement on the waiting list.

*Admission Process of Returning Students:* Returning students (students who currently attended the school and intend to return the next school year) are given priority in admission, if they notify the school of their intent to return for the next school year by February 1st of the each school year.

*Siblings Policy and Children of the School's Founders:* Siblings of returning students currently enrolled at Harmony DC PCS and who timely notify the school of their intent to return for the next school year are automatically enrolled if space permits. For this policy, “sibling” shall mean a biological or legally adopted brother or sister residing in the same household as the applicant. Cousins, nieces, nephews and unrelated children sharing an address with the applicant are not siblings. Sibling enrollment is dependent on available space; each listed sibling is not guaranteed enrollment. If there are more siblings than open spaces, sibling placement will be determined by a sibling lottery. After the sibling lottery, the winners will be placed in the open spaces and the others on the waiting list, which will be kept at the school. Once a space becomes available, the siblings on the waiting list will be called based on their position on the list. This process will continue until all siblings have been placed. If any space becomes available after all siblings are placed, students on the regular waiting list will be called. Children of the school's founding board will also be given a preference in admission, so long as the total number of these students constitutes only 10% of the school's total enrollment or 20 students, whichever is less. .

## Attachment H: Disciplinary Policies

### Harmony DC Public Charter School Discipline Policy

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Harmony-DC's number one priority is to provide a safe environment where education can take place. Principles and practices of good citizenship are taught to students as well as modeled by school staff. This includes an appreciation for the rights of others. Harmony-DC is committed to helping every student fulfill his or her intellectual, social, physical, and emotional potential. To foster this potential, a safe and orderly environment is established through a strong disciplinary system by following HDCPCS's Student Code of Conduct as well as HDCPCS's Emergency Preparedness Plan. HDCPCS's Student Code of Conduct and Emergency Preparedness Plan are presented to both students and staff at the beginning of the academic year and throughout the year to assure comprehension and preparedness. Safety Drills and Procedures are practiced throughout the year to prepare for any crisis that may take place. A crisis management team will be formed at HDCPCS to mitigate, prevent, and be prepared for any crisis. Through collaboration with our key stakeholders such as the local Fire Marshall and Police Department we will be able to strive for excellence and maintain a healthy and safe environment for both students and faculty.

As part of the school philosophy, HDCPCS feels that safety, order, and student discipline are fundamental prerequisites for student success and increased learning. Therefore, we have developed a strong disciplinary system that fosters a safe, orderly, and drug-free environment for both the general student population and for students with disabilities. To foster this environment, HDCPCS's Student Code of Conduct outlines prohibited behaviors and consequences for such behaviors.

All adults affiliated with the school (faculty, staff, administration, tutors and volunteers) will be asked to support this Code and be trained on how HDCPCS's discipline system works. The following summarizes HDCPCS's Student Code of Conduct and other discipline policies. A complete template that will be adapted by HDCPCS is available in Appendix J.

#### **STUDENT CODE OF CONDUCT**

To function properly, education must provide an equal learning opportunity for all students by recognizing, valuing, and addressing the individual needs of every student. In addition to the regular curriculum, principles and practices of good citizenship must also be taught and modeled by school staff. This includes an appreciation for the rights of others. Harmony DC Public Charter Schools is committed to helping every student fulfill his or her intellectual, social, physical, and emotional potential. To foster an orderly and distraction-free environment, Harmony DC Public Charter Schools has established this Student Code of Conduct ("the Code"), which outlines prohibited behaviors and consequences for such behavior. Harmony DC Public Charter Schools has the responsibility and authority to enforce the Code, question students, counsel them, and assign discipline when appropriate.

#### **Standards for Student Conduct**

##### **Classroom Rules**

Students shall:

- Be in assigned seat and ready to work before the tardy bell rings.
- Bring pencils, pens, paper, books and all assigned materials to class.
- Not disrupt classroom activities.
- Follow instructions and directives immediately.
- Not chew gum or bring food or drink in the building, except in designated food service areas.
- Raise hand and be recognized before speaking. Stand to speak once recognized (excluding normal class discussions).
- Not leave class without permission. Any student leaving class must have a hall pass.

##### **School-Wide Rules**

Students shall:

- Demonstrate courtesy at all times.

- Behave in a responsible manner, always exercising self-discipline and control.
- Attend all classes, regularly and on time.
- Be prepared for each class.
- Meet school standards for grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights of others, including property and facilities of the school.
- Cooperate with and assist school personnel, including volunteers, in maintaining safety, order and discipline.
- Adhere to all requirements of the currently-adopted Code.

## Harmony-DC PCS

### School-wide Discipline Rubric for

### Discipline Point System (DPS)

**Note:** *Harmony DC Public Charter Schools has implemented a Discipline Point System (“DPS”) in which students are given “DPS points” for unacceptable behavior. All teachers and staff will use this system. Parents will be notified when conduct results in consequences under the DPS system.*

- ❖ DPS is a computer-based program, in which every student will have their own profile. Each time a student is written up for an infraction, the amount of points for their specific behavior will be automatically determined by the computer program.

Points Accrual	Potential Consequence
10–19 DPS points within a semester	<b>Saturday or After School Detention</b>
	<ul style="list-style-type: none"> <li>❖ <b>After-school Detention</b> Students will bring materials to work on – homework or books to read from the Library; only school acceptable materials are permitted. Classroom materials may be sent by a teacher.</li> <li>❖ <b>Saturday Detention</b> Students will bring materials to work on – homework or books to read from the Library; only school acceptable materials are permitted. Classroom materials may be sent by a teacher.</li> </ul>
20–29 DPS points within a semester	<b>Additional session of Saturday or After School Detention</b>
	<ul style="list-style-type: none"> <li>❖ Students may receive more DPS points for unwilling behavior. Failing to attend a Saturday or After School Detention without any confirmed excuse may result in a one day out of school suspension.</li> </ul>
30–49 DPS points within a semester	<b>In-school Suspension</b>
	<ul style="list-style-type: none"> <li>❖ Students must report to the detention room at 8:00 a.m. Students arriving after 8:05 a.m. will be counted as absent. In school suspension will be run from 8:00 a.m. until dismissal time.</li> <li>❖ Students will bring materials to work on, including an in school suspension assignment with their teachers’ names, subjects, and assignments. Students are responsible for obtaining assignments from each teacher.</li> </ul>
50–69 DPS points within a semester	<b>1-day Out-of-School Suspension</b>
	<ul style="list-style-type: none"> <li>❖ Notice of suspension and the reasons for the suspension will be given to the parent of the student by the Assistant Principal after a Discipline Committee meeting.</li> <li>❖ The student shall receive credit for work missed during the period of suspension if the student makes up work missed during the period of suspension; a suspension period shall not last longer than five days.</li> </ul>
70–89 DPS points within a semester	<b>3-day Out-of-School Suspension</b>
	<ul style="list-style-type: none"> <li>❖ See guidelines above for 1-day out-of-school suspension.</li> </ul>
90 or more points	<b>Expulsion</b>
	<ul style="list-style-type: none"> <li>❖ The Superintendent or designee shall determine conduct for which students may be expelled from school.</li> </ul>

within a semester	Expellable offenses shall be described in the Student Code of Conduct, which shall be distributed to students and parents on an annual basis, as well as made available at HDCPCS campus and posted, on the School's Web site.	
Example Level I Offenses	Example Level II Offenses	Example Level III Offenses
<ul style="list-style-type: none"> <li>• Accessing restricted areas</li> <li>• Excessive Tardiness to School or Class</li> <li>• Damage to School Property</li> <li>• Computer Systems Violation</li> <li>• Dress and Grooming Code Violation</li> <li>• Offensive sexual conduct (verbal or physical)</li> <li>• Missing class or tutorial without an excuse</li> <li>• Possessing or distributing pornographic material</li> <li>• Possession of electronic devices</li> <li>• Profanity or obscene gestures</li> <li>• Unruly, disruptive or abusive behavior</li> <li>• Verbal or Written Abuse</li> </ul>	<ul style="list-style-type: none"> <li>• Abusing, giving or being under the influence of prescription drugs</li> <li>• Academic Dishonesty</li> <li>• Pledging, joining or soliciting others to become members of a gang, fraternity or sorority.</li> <li>• Bullying/Cyber-bullying</li> <li>• Disrespect to Teachers</li> <li>• Discrimination or Harassment</li> <li>• Fighting</li> <li>• Forging of school records</li> <li>• Gambling</li> <li>• Hazing</li> <li>• Indecent exposure</li> <li>• Possessing a weapon or explosive</li> <li>• Possession of stolen property</li> <li>• Possession of alcohol or tobacco</li> <li>• Threats against others</li> </ul>	<ul style="list-style-type: none"> <li>• Aggravated assault, kidnapping or robbery</li> <li>• Arson</li> <li>• Attempts to copy or modify another student's work files on the computer</li> <li>• Burglary of a vehicle on campus</li> <li>• Death threats</li> <li>• False alarm or report</li> <li>• Gang Activity</li> <li>• Inappropriate Sexual Conduct</li> <li>• Manslaughter</li> <li>• Murder</li> <li>• Possession, selling or distributing controlled substances</li> <li>• Public Lewdness</li> <li>• Targeting another individual for bodily harm</li> </ul>

### Disciplinary Process / Due process

The Principal will designate one Assistant Principal as the campus Dean of Discipline. The Dean of Discipline will form a Discipline Committee to review decisions regarding student discipline at the request of the Principal. The Discipline Committee may review all offenses under the Code of Conduct. The Principal will review the Discipline Committee's recommendation and issue an appropriate consequence. For all decisions not involving out of school suspension lasting five or more days or expulsion, the Principal's decision is final. Special rules apply when the Discipline Committee recommends out of school suspension lasting five or more days or expulsion.

### Conferences, Hearings and Appeals

All students are entitled to conferences, hearings, and/or appeals of disciplinary matters as provided by state and federal law and school policy.

### Process for Suspensions Lasting Under Five Days

In addition to the above list of Code of Conduct violations, the Discipline Committee and/or Principal have the authority to suspend a student for a period of up to five school days for any of the following additional reasons:

- The need to further investigate an incident,
- A recommendation to expel the student, or
- An emergency constituting endangerment to health or safety.

### Prerequisites to Suspension

Prior to suspending a student, the Principal or designee must attempt to hold an informal conference with the student to:

- Notify the student of the accusations against him/her,
- Allow the student to relate his or her version of the incident, and
- Determine whether the student's conduct warrants suspension.

### Notification to Parents/Guardians

If the Principal or designee determines the student's conduct warrants suspension during the school day, the Principal or designee will make reasonable effort to notify the student's parent(s) that the student has been suspended before the student is sent home. The Principal or designee will notify a suspended student's parent(s) of the period of suspension, the grounds for the suspension, and the time and place for an opportunity to confer with

the Principal.

### **Credit During Suspension**

A student shall receive credit for work missed during the period of suspension if the student makes up work missed during the period of suspension within the same number of school days the student was absent on suspension.

### **Process for Out-of-School Suspensions Over Five Days and Expulsion**

When the Discipline Committee and/or the Principal determine that a student's conduct warrants suspension for more than five days or expulsion, but prior to taking any expulsion action, the Principal or designee will provide the student's parent(s) with written notice of:

- The reasons for the proposed disciplinary action; and
- The date and location for a hearing before the Principal, within five school days from the date of the disciplinary action.

The notice shall further state that, at the hearing, the student:

- May be present;
- Shall have an opportunity to present evidence;
- Shall be apprised and informed of the school's evidence;
- May be accompanied by his or her parent(s); and
- May be represented by an attorney.

### **Hearing Before Principal**

The school shall make a good faith effort to inform the student and the student's parent(s) of the time and place for the hearing, and the school shall hold the hearing regardless of whether the student, the student's parent(s) or another adult representing the student attends. The Principal may audio record the hearing.

Immediately following the hearing, the Principal will notify the student and the student's parent(s) in writing of his or her decision. The decision shall specify:

- The length of the suspension or expulsion, if any;
- When the expulsion is not permanent, the procedures for re-admittance at the end of the expulsion period; and
- The right to appeal the Principal's decision to the Board of Directors...
- The notice shall also state that failure to timely request such a hearing constitutes a waiver of further rights in the matter.

### **Appeal to the Board of Directors**

The student or his or her parent(s) may appeal the expulsion decision to the Harmony-DC Board of Directors by notifying the Principal in writing within seven calendar days of the date of receipt of the Principal's Decision. The Board will review the audio or transcribed record from the hearing before the Principal and will notify the student and his or her parent(s) of its decision, in writing, within five calendar days of the hearing.

- The decision of the Board is final and may not be appealed.
- Discipline consequences will not be deferred pending the outcome of an appeal of an expulsion to the Board.
- No Credit Earned; except when required by law, students will not earn academic credit during a period of expulsion.

### **Emergency Placement and Expulsion**

If the Principal or designee reasonably believes a student's behavior is so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to communicate effectively with students in a class, with the ability of a student's classmates to learn, or with the operation of the school or a school-sponsored activity, the Principal or designee may order immediate removal of the student. Immediate suspension may be imposed by a Principal or designee if they reasonably believe such action is necessary to protect persons or property from eminent harm. At the time of such an emergency removal, the student will be given verbal notice of the reason for the action and appropriate hearings will be scheduled within a 10 school days after the emergency removal.

### **Students with Disabilities (SWDs)**

All disciplinary actions regarding students with disabilities shall be conducted in accordance with the most current federal and district laws. Parents will be given a manual which informs them about their children's rights in terms of discipline procedures. Students with disabilities at Harmony-DC will have the same rights and responsibilities as other scholars, and they may be disciplined for committing any of the behavioral offenses listed in the Code of Conduct. If a SWD has an IEP that includes disciplinary guidelines, then, as required by the Individuals with Disabilities Education Act (IDEA), that student must be disciplined according to those guidelines.

When a SWD has been removed from school for either 10 consecutive days or for more than 10 aggregate school days within a semester, he or she is entitled to a Manifestation Determination Meeting (MDR), to determine whether (1) the conduct in question was *caused by or had a direct and substantial relationship to* the student's disability; or (2) the conduct in question was the direct result of the school's failure to implement his or her IEP. Additionally, the Harmony-DC special education department will call an ARD (admission, review, dismissal) meeting for all students with disabilities who present behavioral concerns. The ARD committee will discuss a behavioral management plan for the student and this plan will be implemented by teachers and administrators to discipline the student with a disability. Both MDR and ARD meetings will include the student, parent, special education coordinator and other relevant contracted professionals. Parents will receive written notification prior to any MDR or ARD meeting. This notification must inform the parent of (1) the purpose of the meeting, (2) the names of the individuals expected to attend, and (3) his or her right to have an advocate participate at the parent's request.

#### Suspension/Expulsion Requirement for SWDs

A student with a disability shall not be excluded from his or her current placement pending the outcome of an MDR meeting or an appeal to the Board of Directors for more than ten days without ARD Committee action to determine appropriate services in the interim. Pending appeal to a special education hearing officer, a student with a disability shall remain in the present education setting, unless the school and parents agree otherwise.

### **Gun-Free Schools Act**

In accordance with the Gun-Free Schools Act, the school shall expel, from the student's regular program for a period of one year, any student who is determined to have brought a firearm, as defined by federal law, to school. The Principal may modify the term of expulsion for a student or assess another comparable penalty that results in the student's expulsion from the regular school program on a case-by-case basis.

For the purposes of this law, "firearm" means:

- Any weapon – including a starter gun – which will, or is designed to, or which may readily be converted to expel a projectile by the action of an explosive from the frame or receiver of any such weapon;
- Any firearm muffler or firearm silencer;
- Any destructive device. "Destructive device" means any explosive, incendiary or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than 1/4 ounce, mine, or device similar to any of the preceding described devices. It also means any type of weapon – other than a shotgun shell or a shotgun that is generally recognized as particularly suitable for sporting purposes – by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than 1/2 inch in diameter; and any combination of parts either designed or intended for use in converting any device into a destructive device as described, and from which a destructive device may be readily assembled.

## Attachment I: Insurance Requirements

Harmony DC PCS will provide the following insurance coverage and will submit to PCSB a certificate of insurance within one month of occupying a facility or the beginning of the school year, whichever is earlier.

<b>General Liability</b>	
General Aggregate	\$2,000,000
Products & Complete Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Rented To You	\$ 100,000
Medical Expense	\$5,000
Employee Benefits Liability – Aggregate	\$1,000,000
Employee Benefits Liability – Each Occurrence	\$1,000,000
Abuse and Molestation – Aggregate	\$1,000,000
Abuse and Molestation – Each Occurrence	\$1,000,000
<b>Educators Protection</b>	
Professional Educators Legal Liability – Aggregate	\$2,000,000
Professional Educators Leal Liability – Per Claim	\$2,000,000
Defense Reimbursement – Aggregate	\$300,000
Defense Reimbursement – Per Claim	\$100,000
<b>Commercial Auto Liability</b>	
Hired Car Liability	\$1,000,000
Non-Owned Liability	\$1,000,000
<b>Workers Compensation</b>	
Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Disease – Policy	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000
<b>Umbrella (Excess) Liability</b>	
Products/Completed Operations	\$4,000,000
Each Incident	\$4,000,000
Aggregate	\$4,000,000
<b>Property Insurance</b>	
Blanket Building and Personal Property	\$1,000,000

**Attachment J: Key Personnel**

**Principal: Fatih Oner**

**Assistant Principal: Evren Culha**

**Curriculum Director: Will be hired from DC in June**

**Business Manager: Will be hired from DC in June**

**SPED Coordinator: Will be hired from DC in June**

**Attachment K: Maximum Enrollment Matrix**

**Harmony School of Excellence DC Public Charter School**

<b>Grade</b>	<b>Academic Year 2014 - 15</b>	<b>Academic Year 2015 - 16</b>	<b>Academic Year 2016 - 17</b>	<b>Academic Year 2017 - 18</b>	<b>Academic Year 2018 - 19</b>	<b>Academic Year 2019 - 20</b>	<b>Academic Year 2020 - 21</b>	<b>Academic Year 2021 - 22 through 2028-29</b>
K	48	48	48	48	48	48	48	48
1	48	48	48	48	48	48	48	48
2	48	48	48	48	48	48	48	48
3	24	48	48	48	48	48	48	48
4	24	48	48	48	48	48	48	48
5	24	24	48	48	48	48	48	48
6	0	24	48	48	48	48	48	48
7	0	0	24	48	48	48	48	48
8	0	0	0	24	48	48	48	48
9	0	0	0	0	48	48	48	48
10	0	0	0	0	0	48	48	48
11	0	0	0	0	0	0	48	48
12	0	0	0	0	0	0	0	48
<b>Total</b>	<b>216</b>	<b>288</b>	<b>360</b>	<b>408</b>	<b>480</b>	<b>528</b>	<b>576</b>	<b>624</b>

**Attachment L: School Management Contract**

**TRADEMARK & INTELLECTUAL PROPERTY  
LICENSE AGREEMENT**

This TRADEMARK & INTELLECTUAL PROPERTY LICENSE AGREEMENT (the "Agreement") is entered into as of July 1<sup>st</sup>, 2014 ("Effective Date"), by and between Harmony Public Schools, a Texas-based non-profit organization ("Licensor"), and the **Harmony DC Public Charter Schools**, a(n) Washington D.C. nonprofit corporation ("Licensee"). Each of Licensor and Licensee are sometimes referred to hereinafter as a "Party" and collectively, as the "Parties."

**RECITALS**

Whereas Licensor's mission includes operating and supporting high quality public schools that provide students with skills and knowledge needed for success in college and the workplace; and

Whereas Licensor holds and owns, by common law, the trade names, trademarks, service marks, trade dress and/or associated applications or registrations identified on Schedule A ("Licensed Marks"), and has currently or will soon apply for state and/or federal registration of such marks;

Whereas Licensor owns the intellectual property described and identified on Schedule B ("Licensed Intellectual Property");

Whereas Licensee desires the right to use the Licensed Marks and Licensed Intellectual Property in connection with certain non-profit educational activities in the territory identified herein; and

Whereas Licensee and Licensor are mutually committed to creating and supporting public schools where educationally underprivileged students develop the knowledge, skills, and character needed to succeed in top-quality schools, colleges/universities and the competitive world beyond;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representatives, warranties, covenants, conditions and agreements herein contained, the Parties hereby agree as follows:

**ARTICLE 1  
DEFINITIONS**

As used in this License Agreement, the following capitalized terms shall have the meanings set forth below:

1.1 "Educational Activities" shall mean non-profit educational activities and programs, encompassing grades K-12, which are financially sustainable and designed to assist students to develop the knowledge, skills, and character needed

to succeed in top-quality schools, colleges/universities and the competitive world beyond.

1.2 “Licensed Marks” means the marks (including trademarks, service marks, design marks, trade names, domain names, registrations and/or applications for registration thereof, and any common law rights pertaining thereto belonging to Licensor) identified on Schedule A. “Licensed Intellectual Property” means the property described and identified on Schedule B. Collectively the Licensed Marks and Licensed Intellectual Property are referred to hereafter as the “Licensed Property.”

1.3 “Territory” means the District of Columbia.

## **ARTICLE 2**

### **LICENSE GRANT AND RESTRICTIONS**

2.1 License. As of the Effective Date, and subject to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee a non-transferable, non-sub-licensable, non-assignable, non-exclusive, perpetual (subject to Article 6), fully-paid up license (the “License”), to use, reproduce, or display the Licensed Property in the Territory in connection with Educational Activities. Namely, Licensee may use the Licensed Property for school related purposes and activities and in the operation of the Licensee’s charter school(s) in the Territory, and may use the Licensed Marks on packaging, manuals and documentation used in connection with the Educational Activities, and on promotional, advertising, marketing and related materials associated with the Educational Activities, and to distribute and display the foregoing in the Territory.

Licensee will provide and perform Educational Activities directed to elementary and secondary grade school children, and may expand these grade levels ranging from nursery school through the twelfth grade, as Licensee may determine, subject to Licensor’s review and approval, from time to time, which approval shall not be unreasonably withheld.

2.2 Licensor Ownership. Except if and to the extent that Licensor assigns the Licensed Property back to Licensee under Section 4.2 of the Assignment Agreement, Licensee acknowledges and agrees that:

(a) the Licensed Property, all goodwill associated therewith, and all applications and registrations thereof, are owned solely by Licensor, and Licensee shall never directly or indirectly contest such ownership;

(b) all use of the Licensed Property shall inure solely to the benefit of and be on behalf of the Licensor;

(c) the Licensed Property and any and all registrations, copyrights or patents thereof (under common law, state or federal law) are valid, and Licensee shall never directly or indirectly contest their validity;

(d) the License granted herein is not intended to be and shall not be construed as an assignment, and, further, that nothing herein confers on Licensee any right, title or interest in the Licensed Property other than the limited right to use same in accordance with this Agreement;

(e) Licensor retains the right to use or to license the use of the Licensed Property for any reason and to any other persons;

(f) Licensee further acknowledges that Licensor shall also exclusively own any derivative works, innovations or improvements made to any of the Licenses Property by Licensee or any other person. Licensee agrees to sign any such documents as may be necessary to confirm Licensor's ownership of same, and as further described below.

(g) Licensee shall assist and cooperate with Licensor as to any action Licensor determines is necessary to perfect, enforce, or secure Licensor's rights, title and interest in the Licensed Property, and Licensee shall use its best efforts to protect the Licensed Property and to report promptly to Licensor any infringement of any of the Licensed Property of which Licensee has become aware.

2.3 License Restrictions. Licensor grants no rights other than those expressly granted herein. Without limitation of the foregoing, Licensee agrees that the License shall be subject to the following:

(a) Licensee shall not use, apply to register, or own any trade name, trademark, service mark, domain names, or trade dress which incorporates, is likely to be confused with, or would tend to dilute, any of the Licensed Property; and

(b) Licensee shall not assign, transfer, sublicense or permit any third party the right to use any of the Licensed Marks, in whole or in part, without the prior written approval of Licensor upon such terms and conditions as Licensor may require, except as expressly permitted in Section 2/5 hereof;

(c) Licensee shall not apply for registration in its own name for any of the Licensed Marks or any mark, name, logo, or other designation, which is confusingly similar to or dilutes the distinctiveness of any of the Licensed Marks;

(d) Licensee shall not knowingly use any of the Licensed Marks or Licensed Intellectual Property in any manner or commit any other act that would jeopardize or impair Licensor's rights in any of the Licensed Property, including knowingly using the Licensed Marks in a manner that may cause them to become

generic or merely descriptive, or take any action that is intended to have the effect of invalidating any of Licensor's registrations, or applications for registration for, any of the Licensed Marks;

(e) Licensee shall not use the Licensed Property in a manner that is intended to disparage, or harm the goodwill associated with, the Licensed Marks or Licensed Intellectual Property, or in any manner which intentionally implies or indicates a partnership or other relationship between the Parties other than the Parties' relationship as contemplated under this License Agreement (for purposes of this subsection (e), the word "intent," or any version of this word, shall mean with the motive and design to bring about the result, or with knowledge that one's actions would bring about the result);

(f) Licensee will use reasonable efforts to use the Licensed Marks in material compliance with Licensor's reasonable trademark guidelines that are made applicable to all licensees, which may be developed by Licensor and furnished to Licensee from time to time;

(g) the quality of any and all goods and services with which Licensee uses the Licensed Marks shall be in compliance with the Quality Control provisions of Article 3;

(h) Licensee's foregoing acknowledgements, covenants and admissions shall survive the termination of this Agreement if the Agreement has been terminated for Licensee's material breach.

#### 2.4 Future Claims.

(a) In the event that (i) there is a claim or demand made against Licensor or Licensee with respect to any Licensed Property, or (ii) there is a determination by a court of competent jurisdiction or by another governing authority that the right to use one or more of the Licensed Marks or Licensed Intellectual Property is unenforceable, or (iii) Licensor reasonably believes that it may be unable to obtain or maintain right to one or more of the Licensed Marks in a given jurisdiction, or (iv) Licensor reasonably believes that the use of one or more of the Licensed Marks or Licensed Intellectual Property could subject Licensor or Licensee to a claim for infringement or any other liability, Licensor may notify Licensee in writing that it is terminating or modifying the right to use the relevant Licensed Property. In the event of such notice of termination or modification, Licensee shall be permitted a reasonable period of time from the notice to stop or modify the use of the Licensed Property in accordance with the notice, but in no event shall such reasonable time be deemed to exceed thirty (30) days from the date of the notice. Licensee shall be solely responsible and liable for any claim, demand, penalty or damages arising from its continued use of the Licensed Property after this period of time, and indemnify Licensor for any claim, demand, penalty or damages arising from its continued use of the Licensed Property, as stated in Article 5. Licensor shall not request that only Licensee (as opposed to other licensees)

cease or modify use of the Licensed Property unless there are bona fide reasons for directing the request only to Licensee, including but not limited to, potential liability with respect to use only within the Territory or with respect to a use of the Licensed Property only undertaken by Licensee and not other licensees.

(b) Notwithstanding subsection (a) above, if a court or another governing authority enjoins Licensor from using or licensing the Licensed Property, then upon notice from Licensor, Licensee shall immediately cease using the Licensed Property. Licensee shall be solely responsible and liable for any claim, demand, penalty or damages arising from its continued use of the Licensed Property after such notice, and indemnify Licensor for any claim, demand, penalty or damages arising from its continued use of the Licensed Property, as stated in Article 5.

2.5 No Sublicense Rights. Licensee shall **NOT** have the right to sublicense the Licensed Property to any third party without the express written consent of Licensor, subject to Licensor's sole discretion.

2.6 Review of Licensed Marks. Upon request, Licensee shall, at no charge to Licensor, provide Licensor with samples, copies or pictures of any and all goods, packaging, documentation, manuals, advertising, marketing or other materials that bear any of the Licensed Marks or that Licensee intends to use or distribute in connection with the Marks. Licensee agrees that the quality of any goods and services with which it uses the Licensed Marks shall be comparable to the quality of goods and services with which the Licensor uses the licensed Marks, including but not limited to Licensee's compliance with Article 3 below (Quality Control) and any trademark guidelines that Licensor may issue from time to time.

### **ARTICLE 3 QUALITY CONTROL**

3.1 Quality Control. In addition to any and all provisions of Article 2, and in order to maintain the quality of the Educational Activities and goodwill associated with the Licensed Property, Licensee agrees to the following provisions.

(a) Licensee shall comply with and be committed to Licensor's standards and philosophy of education as set forth in Schedule C ("Harmony Education Model"). Licensor hereby acknowledges that Licensee's operations and implementation of standards and philosophy of education at **Harmony DC Public Charter School** in the District of Columbia are, as of the date of this Agreement, in compliance with and do meet the Harmony Education Model;

(b) Licensee shall comply in all material respects with all applicable laws relating to the implementation, performance, production, promotion, or distribution of any products or services related to the Educational Activities;

(c) Upon reasonable notice, and not more than once per year, Licensor may make a formal site visit to the facilities at which Licensee conducts Educational Activities to assure that the Educational Activities conform to the standards and philosophy of education as set forth in Schedule C. Licensee's school leaders must use their best efforts to attend any such meetings scheduled by Licensor. Licensee shall maintain complete records of its activities, and allow Licensor or its designee to review and inspect such records on reasonable notice to confirm Licensee's compliance with this Agreement. Licensor shall also require that Licensee's school leaders (as designated by Licensee) responsible for implementing and utilizing the Licensed Property to attend training provided by Licensor at least annually and/or from time to time at Licensor's reasonable discretion. The cost of this training is included in the Annual License Fee (defined below); however, Licensee shall be responsible for any travel, lodging or meal costs incurred for attending the training.

(d) If Licensor determines that Licensee has failed to comply with any of the above provisions, Licensor may notify and require Licensee to undertake the appropriate corrective action that is reasonably necessary to comply with the above provisions. Should Licensee fail or be unable to take such corrective action with respect to a failure to comply with Sections 3.19b) or 3.1(c) within the ninety (90) day period specified in Article 6. Should Licensee fail or be unable to take such corrective action with respect to a failure to comply with Section 3.1(a) within the ninety (90) day period specific in Article 6 plus an additional 270 days (i.e., for a total cure period of 360 days), subject to the other provisions thereof, then Licensor may terminate this Agreement as stated in Article 6. Licensee shall use reasonable efforts to take corrective action in a prompt matter;

(e) Licensee agrees that the nature and quality of all Educational Activities undertaken in connection with the Licensed Property shall conform to the standards set by Licensor. In order to safeguard the integrity of the Licensed Property, and to maintain the uniformity and quality of public charter schools associated with the Licensed Property, Licensee shall only purchase and utilize tools, software, and other items related to the Educational Activities and Licensed Property of the Licensee from sources approved in advance by Licensor. Licensee agrees that Licensor may require quality control tests and standards of financial viability, and shall have the sole right to determine in its discretion whether the Licensee's Educational Activities are satisfactory;

(f) Licensee shall participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by Licensor. This evaluation team will assess the quality of Licensee's Educational Activities and its compliance with the terms of this Agreement. Licensee's school leaders must use their best efforts to attend any such meetings scheduled by Licensor;

(g) Licensee shall record, respond to and resolve any complaints by parents, students or teachers regarding its Educational Activities, and shall

provide Licensor, upon request, with full information and access to documents relating to any such complaints that are, or have been, subject to review by Licensee's Board of Directors. Licensee shall submit any other information related to its Educational Activities to Licensor at its request, unless otherwise prohibited by applicable federal or state law, including but not limited to FERPA.

(h) To protect the integrity of the Licensed Property, Licensee must promptly seek approval from Licensor for any proposed change in its programs or Educational Activities that involves, may use or impact the Licensed Property.

(i) To protect the integrity of the Licensed Property, Licensee recognizes the unique character of Licensor's educational program in connection with the Licensed Property, and should Licensor decide to make any changes to the educational program, Licensee shall implement all such changes directed by Licensor, to the extent permitted by law.

### 3.2 Trademark Enforcement and Prosecution.

(a) If Licensee learns of any third party trade name, trademark, domain name, or trade dress which is likely to cause confusion with or to dilute any of the Licensed Marks, Licensee shall immediately notify Licensor in writing with all relevant information and details. Licensee's failure to comply with this section, provided the failure is not intentional, shall not constitute grounds for termination of this Agreement.

(b) Licensor shall have the right in its sole discretion to decide what if any action to take and whether to institute and prosecute any actions or proceedings.

(c) If Licensor elects not to institute an action or proceeding, Licensee may do so only with prior written approval of Licensor.

(d) If Licensor elects to institute an action or proceeding, it may do so in its own name alone or may elect to join Licensee as a party. In the event that Licensor elects to join Licensee as a party, Licensee shall not object to such joinder.

(e) Any litigation shall be prosecuted solely at the cost and expense of the party initiating same, and all sums recovered, whether by settlement, judgment or otherwise in excess of the amount of reasonable attorney fees and other out-of-pocket expenses, shall be awarded to the party initiating the action in accordance with the above, unless a joint action is pursued in which case the parties shall divide any award based upon the respective costs incurred by the parties.

(f) Upon request of the party initiating the litigation, and at its expense, the other party shall furnish all documents and information, execute all papers, testify on all matters and otherwise cooperate in prosecuting the litigation.

(g) Licensee shall provide to Licensor all information, documents and assistance reasonable necessary for Licensor to create, maintain and enforce its rights in the Licensed Marks, including but not limited to information, documents and assistance reasonable necessary for applying for, registering or renewing the Licensed Marks, and Licensee shall execute any and all instruments reasonably necessary for these purposes.

3.3 Compliance with this Agreement. If Licensor determines, in its sole discretion, that Licensee has failed to comply with any provisions of this Agreement, Licensor may notify Licensee and require it to take corrective and/or remedial action. Such notice and requirement may include any action that Licensor deems reasonably necessary for Licensee to comply with the provisions of this Agreement, including but not limited to alterations or additions to the Licensee's Educational Activities and/or restrictions on the Licensee's use of Licensed Property. With respect to a determination by Licensor that an Educational Activity of Licensee does not comply with the provisions of this Agreement, and a subsequent determination by Licensor that Licensee has not taken adequate steps to implement corrective action within 90 days, Licensor may unilaterally terminate this Agreement.

#### **ARTICLE 4 DISCLAIMER; LIMITATION ON LIABILITY**

4.1 Disclaimer. THE LICENSED MARKS AND LICENSED INTELLECTUAL PROPERTY ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Limitations On Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

#### **ARTICLE 5 INDEMNIFICATION**

5.1 Indemnification by Licensee. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold Licensor harmless from any losses, damages, liabilities, settlements, attorney's fees, or costs that may or does arise as a result of any actions, causes of action, demands, claims or proceedings arising from or related to its continued use of the Licensed Property as described in Section 2.4, provided that Licensor gives Licensee: a) prompt written notice of any such actions, claims or proceedings; (b) sole control, subject to Section 5.3 below, of any such

actions, claims or proceedings, provided that Licensee agrees and acknowledges that the action, claim or proceeding is fully covered by Licensee's indemnification obligations herein; and (c) information in the possession of Licensor that is reasonably required for the defense of such actions, claims or proceedings.

5.2 Other Licensee Obligations. Licensee shall promptly notify Licensor of any actions, claims, or proceedings of which it becomes aware that relate to the Licensed Property. Licensee shall not settle any action, claim or proceeding relating to the Licensed Property, including those for which Licensee must indemnify Licensor pursuant to Section 5.1, without obtaining Licensor's prior written consent.

5.3 Licensor Participation. Licensor shall have the right to directly participate in any actions, claims or proceedings arising under this Article 5. If Licensor directly participates in an action, claim or proceeding it shall bear its own attorney's fees and costs.

## **ARTICLE 6 TERM & PAYMENT**

6.1 Term. This License Agreement shall become effective upon the Effective Date for five (5) years and may be extended by written mutual agreement of the parties, subject to the termination provisions set forth in this Agreement.

6.2 Termination for Breach. Licensor may terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor herein with respect to any Licensed Property, at any time in the event of a material breach by Licensee of such license or a term or restriction applicable to such license or the Licensed Trademark, which remains uncured after ninety (90) calendar days written notice from Licensor or such longer period as is provided in Section 3.1(d). Notwithstanding the above, Licensor may immediately terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor herein with respect to any Licensed Property, if Licensee: (1) permanently discontinues or dissolves its operations or ceases to use the Licensed Marks for a period of twelve (12) consecutive months; or, (2) fails to maintain its tax exempt status under Internal Revenue Code Section 501(c)(3).

6.3 Termination at Will. Licensor may terminate this Agreement, for any reason with or without cause upon ninety (90) days written notice to Licensee.

6.3 Post Termination. Subject to Licensee re-acquiring the Licensed Property under Section 4.2 of the Assignment Agreement, upon termination of this Agreement, Licensee shall use reasonable efforts to immediately cease all use of the Licensed Property, however, in no event shall Licensee use the Licensed Property after one-hundred twenty (120) days from the termination of this Agreement; in addition, Licensee shall indemnify and hold Licensor harmless for any action arising out of Licensee's failure to cease use of the Licensed Property upon termination of

this Agreement shall constitute infringement of the Licensed Property and entitle Licensor, without limitation, to equitable relief by way of temporary restraining order and/or preliminary or permanent injunction.

6.4 Effect of Termination. Upon termination, resignation or expiration of this Agreement for any reason, Licensee will not have any right to make any use whatsoever of the Licensed Property, except as described above. To the extent that Licensee's corporate name or any Licensee property includes any of the Licensed Marks or other Licensed Property, and unless expressly agreed to in writing by Licensor, Licensee shall immediately change its name to a name that does not include any of the Licensed Marks, or any portion of same, following termination or expiration of this Agreement. Licensee may voluntarily relinquish its license rights pursuant to this Agreement following its initial one-year term by notifying Licensor in writing no later than ninety (90) days prior to the expiration of any subsequent one-year term. In the event that Licensee voluntarily elects to terminate the Agreement, and to forgo its future relationship with Licensor, it shall reimburse to Licensor a termination fee, not to exceed **\$10,000**, intended to reimburse Licensor for a portion of the internal and external costs it has incurred in training the Licensee's school staff with the very specialized knowledge required to utilize and operate the Licensed Property.

6.5 Payment. As consideration for the licensing of the Licensed Marks and Licensed Intellectual Property, Licensee shall pay to Licensor an annual fee of **five (5) percent of the annual per pupil funds paid to the school** (the "Annual License Fee"). Unless otherwise agreed to by the Parties, payments of the Annual License Fee shall be made by the Licensee within 30 days of receipt of per pupil fund payments from the state education agency. Any failure by Licensee to timely make the require payments to Licensor pursuant to this Section shall give rise to an additional obligation of the Licensee to pay interest to Licensor on the delinquent amounts owed at the compounding rate of 5% per annum. Any failure by Licensee to pay the Annual License Fee within ninety (90) days shall be material breach subject to immediate termination of this Agreement as described herein.

## ARTICLE 7

### GENERAL PROVISIONS

7.1 Governing Law & Venue. This License Agreement and any dispute arising from the performance or breach hereof or thereof shall be governed by and construed and enforced in accordance with, the laws of the State of Texas, without reference to conflicts of laws with Venue in the state or federal courts in Houston, Texas.

7.2 Notices. All notices, requests and other communications under this License Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by commercial overnight courier service with tracking capabilities, costs prepaid, in each case to the address specified in the spaces below the parties' respective signatures on this Agreement or such other address as the receiving party may

request. Any notice required or permitted hereunder will be deemed to have been effectively given: (i) immediately upon personal delivery to the parties to be notified, 9ii) one (1) day after deposit with a commercial overnight courier service with tracking capabilities, or (iii) three (3) days after deposit with the United States Postal Service, by registered or certified mail, postage prepaid.

7.3 Severability. In the event any provision of this License Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, the parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

7.4 Modification; Waivers. No amendment, modification or waiver of any provision of this License Agreement shall be effective unless made in writing signed by all parties hereto. No provision of this License Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by all parties.

7.5 Counterparts; Third Party Beneficiaries. This License Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. No provision of this License Agreement is intended to confer upon any person or entity other than the parties hereto any rights or remedies hereunder.

7.6 Assignment. This License Agreement shall not be assigned or transferred, directly or indirectly, by Licensee to any third party, whether by operation of law or otherwise, without the prior written consent of Licensor. This License Agreement shall be binding upon and inure to the benefit of the parties, and, to the extent permitted herein, their successors and assigns. Nothing herein shall be construed to limit the right of Licensor to transfer or assign the Licensed Marks or Licensed Intellectual Property or this Agreement, provided that the transferee or assignee agrees in writing to be bound by terms and conditions of this Agreement.

7.7 No Implied Waivers; Rights Cumulative. No failure on the part of any party to exercise and no delay in exercising any right under this License Agreement, or provided by statute or at law or in equity or otherwise, shall impair, prejudice or constitute a waiver of any such right, nor shall any partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

7.8 Independent Contractors. Nothing contained in this License Agreement is intended implicitly, or is to be construed, to constitute the Parties as partners in the legal sense. No party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of any

other party or to bind any other party to any contract, agreement or undertaking with any third party.

7.9 Entire Agreement. Except as provided in the Assignment Agreement, this License Agreement embodies the entire understanding between the Parties with respect to the Licensed Property and supersedes all previous communications, representations or understandings with respect thereto, either oral or written.

7.10 Network of Schools. Licensor will afford Licensee an opportunity to become a member of the HPS Network of Schools, subject to the same terms, standards, and conditions as are applied to all other members or applicants of the HPS Network of Schools. Any written agreement required of Licensee for membership in the HPS Network of Schools will not supersede any terms of this Agreement.

7.11 Written Notices. Any notices or other communications required to be given by either party pursuant to this Agreement shall be in writing and personally delivered or sent by certified or registered mail, or by commercial overnight courier service with tracking capabilities, costs prepaid, to the following addresses:

To Licensor:  
Harmony Public Schools  
Mr. Metin Ekren  
9321 W Sam Houston Pkwy S  
Houston, Texas 77099

To Licensee:  
Harmony DC Public Charter Schools  
Mr. Fatih Oner  
62 t Street NE  
Washington, DC 20002

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be entered into as of the Effective Date.

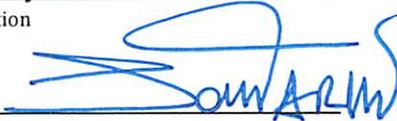
**LICENSOR**

Harmony Public Schools  
Organization

By:   
Name: Yalcin Akyildiz  
Title: CEO/Assoc. Sup.

**LICENSEE**

Harmony DC Public Charter Schools  
Organization

By:   
Name: SONER TARIM  
Title: PRESIDENT

**Schedule A**  
**("Licensed Marks")**

"H-SIMS" Database

"HPS STEM Program"

"Harmony Education Model"

**Schedule B**  
**("Licensed Intellectual Property")**

"H-SIMS" Database

"HPS STEM Program"

"Harmony Education Model"

**Schedule C**  
**Licensors's Standards and Philosophy of Education**

**HARMONY EDUCATION MODEL**

**College Prep Begins in Kindergarten**

A college-bound education starts in the elementary grades at Harmony schools. Beginning in kindergarten, each school focuses on developing proficiency in core subjects, and this approach continues throughout a Harmony education.

**Quality Curriculum in all Core Subjects**

Harmony has developed, and continues to improve; its curriculum and all core subjects meet the state's Distinguished Achievement Program criteria and exceed the Recommended High School Program.

**Early Emphasis on Math and Science Education**

Students attending Harmony schools begin their specialized math and science instruction in the fourth grade, enabling them to receive a strong math and science foundation from highly qualified teachers at an early age.

**Safe, Small, Caring School Environments**

The small classroom environment found at Harmony Schools creates an inviting, safe and purposeful environment in which students can learn to their maximum potential. The friendly and wholesome atmosphere encourages creative expression and a desire for knowledge.

In addition to academic endeavors, character education and leadership development programs are also taught at each Harmony school. Harmony's Character Education class encourages students to take responsibility for their actions, and familiarizes students with positive character traits. The program positions teachers as role models, and provides guidance on becoming productive citizens.

**Home Visits and Parental Engagement**

Home visits are an essential part of Harmony's parental engagement component. Every student has a home visit, and all visits are tracked and included in teacher evaluations.

**Science for All**

Science fairs are a tradition at Harmony. Every student works on a project of their interest in math, science, computers or engineering. We have found our students' science fair projects have been a valuable means of applying the concepts of scientific research, as well as creating a fun learning experience for our students.

**Extended School Hours and Days**

At Harmony, we believe every student can master the skills they need to succeed. Students who need additional academic instruction or support are provided extended after school and Saturday tutorials. These tutorials use computer-based learning aids, and dedicated educators help students understand the concepts with which they are having difficulty.

Extended hours are not just for individuals needing additional help; gifted, talented and advanced students also receive extended, advanced instruction.

### **Efficient Performance Management**

Harmony has developed a comprehensive database to empower our school community stakeholders, including students, parents, teachers and administrators. The elements of the database are adjusted to best suit the needs of each school and the network.

- Our parent portal gives Harmony parents real-time access to student grades, homework, transcripts, discipline records and library data.
- Administrators have the information and analytical tools they need to produce reports, track student progress and follow teacher assessments.
- Teachers can share classroom resources with other teachers.
- The Test Analysis module gives teachers and administrators the opportunity to customize the student's remedial work. This enables teachers to provide individualized attention to students.

## SCHOOL SERVICES AGREEMENT

THIS SCHOOL SERVICES AGREEMENT (this "**Agreement**") is entered into as of July 1<sup>st</sup>, 2014 ("Effective Date"), by and between Harmony Public Schools, a Texas Nonprofit Corporation ("**Provider**"), and Harmony DC Public Charter Schools, a Washington D.C. nonprofit corporation (the "Organization").

### WITNESSETH:

**WHEREAS**, Organization has made application to the Washington D.C. Public Charter School Board (the "**Authorizer**") to operate[s] a charter school(s) proposed to be located in the District of Columbia (the "**School**");

**WHEREAS**, Provider has a proven educational model and concept called "Harmony Education Model" whereby Provider provides a rigorous (prepares students for college), relevant (reinforces core subject skills including STEM courses) education for all students. Student achievement/outcome will be built on 3 core principles within the school model: a challenging math and science curriculum supported by theory; a focus on assessment; and a culture of constructive competition, discipline and parental engagement;

**WHEREAS**, pursuant to the Articles and Bylaws of the Organization, Provider is recognized as the sole member of Organization, and as such has such specific authority as specified in the Bylaws of the Organization, such that the Provider and Organization have established a parent and subsidiary relationship where there is, to the extent permitted by applicable law of the District of Columbia, structural and financial oversight and control by Provider of the Organization;

**WHEREAS**, Organization desires to obtain Provider's services in connection with its school programs to be offered by the School pursuant to the terms and conditions contained herein;

**WHEREAS**, the Organization and Provider find that Provider and Provider's services are an integral part of Organization's charter school operations and activities, given the structural relationship between the entities, and in that the services to be provided by Provider would otherwise necessarily be duplicated and performed by Organization.

**WHEREAS**, concurrently herewith Provider and Organization have entered into that certain Intellectual Property License Agreement which provides the School the right (but not the obligation) to use the name, logo, licensed marks and other intellectual property of the Provider, including its educational curriculum as may be licensed, in its education programs;

**WHEREAS**, Provider is able and willing to provide the Services (as defined below) and shall provide such services in accordance with the Charter (as defined below) and Applicable Law (as defined below);

**NOW, THEREFORE**, in consideration of the covenants and agreements of the parties herein contained and of the fees to be paid to Provider as hereinafter set forth, and for other good and valuable consideration the sufficiency of which is hereby

acknowledged, Organization and Provider (together, the "Parties" and each a "party"), do hereby agree on behalf of themselves and their respective legal successors and assigns, as follows:

**1. ENGAGEMENT.** Organization hereby engages Provider on the terms and conditions hereinafter set forth to provide the Services (as defined below) to the School and Provider hereby agrees to provide the services to Organization pursuant to the terms hereof.

**2. TERM.** This Agreement shall commence upon the date hereof and shall continue for a period of five (5) consecutive school years expiring on June 30, 2019. This Agreement may be extended by written mutual agreement of the parties in form substantially similar to that attached hereto as Exhibit A and incorporated herein by this reference.

**3. TERMINATION.** The Organization may terminate this Agreement only for cause by providing ninety (90) days notice to the Provider. "Cause" shall include, but not necessarily be limited to (i) failure by the Provider to provide the Services in a manner adequate and sufficient for the Organization to operate the School, in compliance with and pursuant to the Charter and Applicable Law; (ii) any act, failure or omission that the Organization's Board of Directors determines endangers or materially lessens the safety of students that is not immediately discontinued or promptly cured by Provider.

(a) Termination upon Loss of Charter. If the Authorizer (i) revokes, does not renew, or materially changes the Charter, or (ii) Organization has been informed in writing that its Charter will be revoked or will not be renewed; or (iii) Organization is no longer funded by the Authorizer or the funding from the Authorizer has been reduced to an amount whereby the Organization is unable to meet its obligations under this Agreement, then either party may, upon sixty (60) days written notice terminate this Agreement without penalty, further obligation or liability of any kind to either party

(b) Termination by Mutual Consent. This Agreement may be terminated by the mutual written consent of both parties without penalty and such termination shall be effective at such time and upon such other terms as set forth in such written consent. Except as otherwise agreed by the parties in writing, termination does not relieve the Charter Holder of any obligations for payments outstanding to the Services Organization as of the date of termination or other obligations of either party that specifically continue and survive termination as provided in this Agreement.

**4. SERVICES OF PROVIDER.** Provider shall provide the services described in Exhibit B ("School Support Services List"), which is attached hereto and incorporated for all purposes, on as-needed and as-requested basis (collectively, the "**Services**") subject to the Service Fees and Fee Schedule described below at Sections 6 and 7:

**5. STANDARD OF PERFORMANCE; SERVICES NOT MANAGEMENT SERVICES.** The Organization and Provider hereby acknowledge and agree as to the following concerning the provision of Services by the Provider to the School:

(a) The Services provided by the Provider under this Agreement shall be provided in conformity with this Agreement, Applicable Law, and the Charter. The Parties acknowledge that the failure of either party to perform the obligations in accordance therewith could cause the Organization to be in material violation of its Charter, subject the Charter to modification or revocation under Applicable Law, and

such failure shall constitute "cause" as such term is used in Section 3 of this Agreement. The Organization and Provider acknowledge and agree that, in accordance with Applicable Law (as defined below), the Board of Directors of the Organization (the "Board") has the primary responsibility and ultimate authority for implementing the public school program authorized by the Charter, is the governing authority of the School, and may carry out any act and ensure the performance of any function that is in compliance with the Charter, any policy statements and guidance issued by the applicable laws; the Elementary and Secondary Education Act ("ESEA"); the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act ("FERPA"); and other applicable federal, state or local statutes, ordinances, and regulations; any amendments to or recodification of the aforementioned laws; implementing regulations of such laws; executive orders; common law; and other guidelines, policy statements, and rulings applicable to charter schools (collectively, "Applicable Law")

## **6. SERVICES FEE**

(a) **REASONABLE COMPENSATION AND IRS COMPLIANCE.** Provider acknowledges that Organization, as an organization recognized as tax-exempt under Internal Revenue Code Section 501(c)(3), is prohibited from engaging in private benefit or private inurement (as those terms have been interpreted and defined by the Internal Revenue Code, Treasury Regulations, the IRS and/or courts), which includes a requirement for payment of only reasonable compensation for services rendered, and Provider agrees that Organization shall only be responsible for reimbursement of costs and payment of fees that are reasonable compensation for the services rendered and provided for in the Organization's Board approved Annual Budget. Within sixty (60) days after the date of this Agreement, Organization shall engage a qualified nonprofit tax and/or accounting specialist to determine whether the Fee under this Agreement is reasonable compensation for the Services. Provider will cooperate fully with this determination. If the qualified specialist determines that the Fee is not reasonable compensation for the Services, the Parties shall negotiate in good faith an adjustment to the Fee that constitutes reasonable compensation for the Services, as confirmed by such qualified specialist. Any Fee paid under this Agreement determined not to be reasonable compensation by the qualified specialist shall be reimbursed by Provider within thirty (30) days of such determination, and any amount not reimbursed, together with interest at a rate of 1.5 percent per month from the date of disbursement until reimbursement, in that time period may be withheld by Organization from Provider's future Fee or other payments until the amount owed to Organization has been recovered.

If, at any time, Organization or Provider determines that this Agreement would constitute a material breach or serve as grounds for suspension, non-renewal or revocation of the Charter, would jeopardize either entity's tax-exempt status as a Section 501(c)(3) tax-exempt organization, would create adverse tax consequences for either Party or would cause either Organization or Provider to be in violation of applicable law, that the Parties will amend this Agreement so that it will not result in such adverse consequences, and if both Parties agree it may not be so amended, then they may jointly terminate this Agreement. In addition, both parties shall provide each other with any and all relevant analysis as to why such action is necessary. If requested by Provider, Organization shall meet and confer with Provider to determine whether some other course of action could be taken which might satisfy any concerns.

(b) In consideration for the services, Organization shall pay Provider such fees for services "Service Fees" according to the "Fee Schedule" attached hereto as Exhibit C, which is incorporated herein for all purposes. Organization shall have no obligation to pay the Services Fees before receiving the funds from the Authorizer. The parties hereto acknowledge and agree that as of the date of this Agreement, the Services Fees as provided in the Fee Schedule and payable to the Provider is reasonable, necessary and at or below fair market value compensation for services rendered. The parties agree that service fees owed to the Provider will be capped annually at five (5) percent of the annual per pupil funds paid to the school.

7. **SERVICES FEE COMMENCEMENT.** The Services Fees commencement date is July 1<sup>st</sup>, 2014. The Services Fees shall be billed by Provider monthly and payable by Organization monthly in arrears within thirty-days of receipt of Provider's monthly invoice. Payments not made within thirty-days shall accrue interest, from the due date, at the rate of 5% per annum compounded monthly.

The Services Fees are the only compensation or other payments to which Provider will be entitled hereunder. Provider shall be responsible for all of its own costs and expenses necessary to fulfill its obligations under this Agreement, including, but not limited to, compensation and other benefits payable to any Provider employees except all travel expenses.

8. **NOTICES.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by facsimile, by United States Mail or by United States Express Mail or other established express delivery service (such as Federal Express) or by certified mail, postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

If to Provider: Harmony Public Schools  
9321 West Houston Parkway S.  
Houston, TX 77099  
ATTN: Metin Ekren, Chief Innovation Officer  
Phone: 713-343-3333  
Fax: 713-777-8555

If to Organization: Harmony DC Public Charter Schools  
62 t Street NE  
Washington, DC 20002  
ATTN: Fatih Oner, CEO/Principal  
Phone:  
Fax:

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given shall be deemed given upon receipt; and

For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt and/or facsimile confirmation, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non delivery by the sending party.

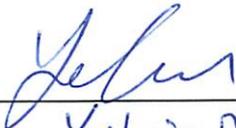
**9. STATUS OF THE PARTIES.** While Provider is the sole member of the Organization and has such powers and authority as provided in the Articles and Bylaws of the Organization, Provider is not a division of the School or the Organization. This Agreement and the relationship of the parties herein was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. It is expressly agreed by the Parties hereto that Provider is not, nor its employees or agents, employees of the Organization for any purpose whatsoever, including for federal or state tax purposes, but is an independent contractor for purposes of this Agreement. Furthermore, no relationship of joint venture or partnership of any form is created by this Agreement. Neither party will be the agent of another except to the extent otherwise specifically provided by this Agreement or in other duly authorized writings where Provider is authorized to take action on behalf of the Organization and the School and upon the request of and as authorized by Board. Neither Provider nor the Organization has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the Board or the School to any duty imposed by contract, other than this Agreement, unless the Board has specifically authorized such action at a meeting of the Board held in accordance with any applicable governing documents (appearing in minutes of such meeting) and as agreed in writing by the Board. Except (i) as expressly set forth in this Agreement or any other written agreement between or governing the Organization and Provider, Provider will not have any role or relationship with the Board or the School that, in effect, substantially limits the Board or the School's ability to exercise its rights, including termination rights, under this Agreement. Each Party agrees that it will not take any action that would cause the Organization and Provider to be members of the same control group, as defined in Section 1.150 et seq. of the regulations under the Internal Revenue Code of 1986 as amended (or its successor) (the "IRC), or related persons, as defined in Section 144(a)(3) of the IRC.

**10. GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**11. SEVERABILITY.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

[Signatures are on the following page]

IN WITNESS WHEREOF, Organization and Provider have caused this Agreement to be executed as of the day and year first above written.

PROVIDER:	ORGANIZATION:
<p>Harmony Public Schools Organization</p> <p>By: <u></u></p> <p>Name: <u>Yalcin Akyildiz</u></p> <p>Title: <u>CFO / Assoc. Sup.</u></p>	<p>Harmony DC Public Charter Schools Organization</p> <p>By: <u></u></p> <p>Name: <u>SONER TARIM</u></p> <p>Title: <u>PRESIDENT</u></p>

**EXHIBIT A**  
**SCHOOL SERVICES EXTENSION AGREEMENT**

This SCHOOL SERVICES EXTENSION AGREEMENT ("**Extension**") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, an \_\_\_\_\_ limited liability Organization ("**Provider**"), and \_\_\_\_\_ School, a(n) nonprofit corporation ("**Organization**").

**WITNESSETH:**

WHEREAS, Provider and Organization previously entered into that certain Management Services Agreement ("**Agreement**") on or about \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, Provider and Organization entered into that certain Trademark License Agreement on or about \_\_\_\_\_, 20\_\_\_\_, whose term expires concurrently with the Agreement.

WHEREAS, the term of the Agreement expired on \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, Provider and Organization desire to extend the Agreement for an additional five (5) years.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, the parties hereto do hereby agree on behalf of themselves and their respective legal successors and assigns, as follows:

1. **TERM.** The term of the Agreement shall be extended an additional five (5) years commencing on \_\_\_\_\_, 20\_\_\_\_ and expiring on \_\_\_\_\_, 20\_\_\_\_. The extension of the Agreement shall operate as an extension of the aforementioned Trademark License Agreement.

2. **SERVICES FEE COMMENCEMENT.** The Services Fees commencement date is \_\_\_\_\_, 20\_\_\_\_. The Services Fees shall be billed by Provider monthly and payable by Organization monthly in arrears within thirty-days of receipt of Provider's monthly invoice. Payments not made within thirty-days shall accrue interest, from the due date, at the rate of 10% per annum compounded monthly.

3. **NOTICES.**

Notice Addresses have not changed.

Notice addresses have changed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **COUNTERPARTS.** This Extension may be executed by facsimile or in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

PROVIDER:	ORGANIZATION:
_____, an _____ limited liability Organization	_____,a(n) _____ non-profit corporation
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

**EXHIBIT B**  
**SCHOOL SUPPORT SERVICES LIST**

HPS Support Services Include But Are Not Limited To The Following:

1. Consulting Services:
  - Operation and business solutions.
  - Finance solutions.
  - School personnel solutions.
  - Facility solutions
  - Performance base budget preparations.
  - “Project Base Learning” aligned to “Common Core”.
  - Curriculum organization and implementation.
  - Loan, federal grants applications and planning.
  - Policy and policy amendments planning
  
2. Educational Technology solutions
  - Instructional technology services.
  - Distance learning instructional methodologies.
  - Technology application skills.
  - Software maximization.
  - System requirement definition and software selection.
  
3. Data Network Solutions
  - Multidimensional data visualization.
  - “Dashboard”- direct access to information and analysis.
  - Data tracking and reporting.
  - Web design, set up and supporting.
  - HR database (portal) set up and support.
  - Technical assistance.
  - Videoconferencing network.
    - ✓ Administrator/advisor meeting, video conference.
    - ✓ “District to District” team teaching.
    - ✓ Advance degree courses and trainings.
  
4. Efficiency Analysis
  - Organization studies.
  - Cost saving analysis.
  - Process improvement.
  - Evaluation of cost-effectiveness of instructional projects.
  - Survey design and development.
  - Program evaluation.
  - Internal compliance audit.
  - System feasibility assistance.

## 5. Strategic Planning

- Evaluating the existing plan.
- Development of curriculum plans.
- Facilitating and writing the strategic plan.
- Guiding plan implementations.
- Monitoring plan progress.
- Guiding district public relations.
- Building and running effective idea development about curriculum (common core).
- Modifying HPS projects scope to the network school.

## 6. Coaching Key Leadership and Teacher trainings

- Communication and community relationships.
- Organizational leadership and management.
- Support system and physical plant management.
- Initial group curriculum trainings
- Ongoing teacher support and training.

**EXHIBIT C**  
**SUPPORT SERVICES FEE SCHEDULE**

SUPPORT SERVICES	PROFFESIONAL STAFF HOURLY FEE *	ADM./CLERICAL STAFF HOURLY FEE*	FREQUENCY
<b>1. Consulting Services:</b>			
· Operation and business solutions.	\$120.00	\$80.00	Per request
· Finance solutions.	\$120.00	\$80.00	Per request
· School personnel solutions.	\$120.00	\$80.00	Per request
· Facility solutions.	\$120.00	\$80.00	Per request
· Performance base budget preparation.	\$120.00	\$80.00	Per request
· Policy and policy amendments planning.	\$120.00	\$80.00	Per request
· Project Based Learning aligned to Common Core.	\$120.00	\$80.00	Per request
· Curriculum organization and implementation.	\$120.00	\$80.00	Per request
· Loan, Federal Grants applications and planning.	\$120.00	\$80.00	Per request
<b>2. Educational Technology Solutions</b>			
· Instructional technology services.	\$120.00	\$80.00	Per request
· Distance learning instructional methodologies.	\$120.00	\$80.00	Per request
· Technology application skills.	\$120.00	\$80.00	Per request
· Software maximization.	\$120.00	\$80.00	Per request
· System requirement definition and software selection.	\$120.00	\$80.00	Per request
<b>3. Data Network Solutions</b>			
· Multidimensional data visualization.	\$120.00	\$80.00	Per request
· Dashboard- Direct access to information and analysis.	\$120.00	\$80.00	Per request
· Data tracking and reporting.	\$120.00	\$80.00	Per request
· Web design, set up and supporting.	\$120.00	\$80.00	Per request
· HR database set up and support.	\$120.00	\$80.00	Per request
· Technical assistance.	\$120.00	\$80.00	Per request
· Videoconferencing network.	\$120.00	\$80.00	Per request
· * Administrator/advisor meeting, video conference.			
· * District to District team teaching.			
· * Advance degree courses and trainings.			
<b>4. Efficiency Analysis</b>			
· Organization studies.	\$120.00	\$80.00	Per request
· Cost saving analysis.	\$120.00	\$80.00	Per request
· Process improvement.	\$120.00	\$80.00	Per request
· Assistance for Purchasing.	\$120.00	\$80.00	Per request
· Evaluation of Cost-Effectiveness of instructional projects.	\$120.00	\$80.00	Per request
· Survey design and development.	\$120.00	\$80.00	Per request
· Program evaluation.	\$120.00	\$80.00	Per request
· Internal compliance audit.	\$120.00	\$80.00	Per request
· System Feasibility assistance.	\$120.00	\$80.00	Per request
<b>5. Strategic Planning</b>			
· Evaluating the existing plan.	\$120.00	\$80.00	Per request
· Development of curriculum plans.	\$120.00	\$80.00	Per request
· Facilitating and writing the strategic plan.	\$120.00	\$80.00	Per request
· Guiding plan implementations.	\$120.00	\$80.00	Per request
· Guiding district public relations	\$120.00	\$80.00	Per request
· Monitoring plan progress.	\$120.00	\$80.00	Per request
· Building and running effective idea development	\$120.00	\$80.00	Per request
· Modifying HPS projects scopes to the network school.	\$120.00	\$80.00	Per request
<b>6. Coaching Key Leadership and Teacher Trainings</b>			
· Communication and community relationship	\$120.00	\$80.00	Per request
· Organizational leadership and management.	\$120.00	\$80.00	Per request
· Support system and physical plant management.	\$120.00	\$80.00	Per request
· Initial group curriculum trainings.	\$120.00	\$80.00	Per request
· Ongoing teacher support and training	\$120.00	\$80.00	Per request
<b>7. Reimbursement for Service Provider Mileage</b>	55 cents	55 cents	/ mile

**\*The above hourly rates will be billed in thirty (30) minute increments.**

For any services provided pursuant to the School Services Agreement, not described above, that are performed by Provider's professional staff (as defined by Provider), the applicable hourly rate = \$120.00. For any services not described above performed by Provider's administrative/clerical staff (as defined by Provider), the applicable hourly rate = \$80.00. Such matters will also be billed in thirty (30) minute increments.

# Appendix B



2016-2017

# Annual Report

Submitted by:  
Juliet Squire  
Harmony DC PCS Board Chair

Harmony DC Public Charter School  
62 T St. NE  
Washington, D.C. 20002  
(202) 529-7500

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# I. SCHOOL DESCRIPTION

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## Mission Statement

Mission of Harmony DC PCS is to prepare students for higher learning in a safe, caring, and collaborative atmosphere through a quality learner-centered educational program with a strong emphasis on science, technology, engineering, and mathematics.

## Harmony DC School Program

Harmony DC PCS believes that each child has a natural curiosity and love of learning and that each child has a distinctive intelligence, level of capability, and learning style. Education in Harmony DC PCS helps students develop their essential skills and ethical values and learn how to meet their potential.

Harmony DC PCS place strong emphasis on STEM education (Science, Technology, Engineering, and Mathematics); therefore, several programs have been incorporated into the mainstream curriculum to promote STEM education among the underserved populations. Project Based Learning, Robotics, Engineering, Project Lead the Way, and other programs have been integrated into the campus programs to provide distinct graduation pathways and career opportunities for Harmony DC PCS students.

Harmony DC PCS builds on the powerful programs and college-preparatory focus to create even more personalized learning environments for students that will facilitate deep learning and responsive, targeted instruction required to ensure all of our students graduate college and are career ready. To accomplish this, Harmony implements the following three new key strategies:

- Implement a cross-disciplinary, multi-sensory, technology-enabled blended curriculum that integrates standards-based learning and project-based learning (PBL).
- Institute a “custom day” schedule whereby students receive 2 hours a day of targeted instruction on three flexibly tracked paths: receive remediation and extra support in math and English Language Arts; choose math or ELA enrichment; or pursue electives in areas of interest;
- Develop and build out our data system and dashboards to provide real-time data to inform the first two strategies (and our system more broadly), and to support students in setting goals and creating personal learning plans.

**Blending standards-based and project-based learning:** The Harmony educational model addresses the need we identified for our students to engage even more deeply with content in core subjects. Highlighting the STEM areas, we believe that instituting a cross-disciplinary multi-sensory approach will lead to higher levels of student engagement in core subjects through students being able to determine the focus of their intellectual exploration and the specifics of their products based on their own unique interests. The student-driven projects will align to CCSS and require students to go deep into the content and apply their knowledge using higher-order skills such as analysis and interpretation as they engage in the complex tasks and performance assessments that will be required in this project.

While these projects have been in place in the STEM program, integrating the projects with social studies and ELA components will help students to understand the relationship between science and society and culture now and throughout history. As an example, in a prior STEM project, a student produced demonstrations that explained sound waves and their relationship to each other. This science topic presents an opportunity to explore the relationship between “keys” and sound in general. The student could investigate the impact of sound on a symphony, historical music, or architecture. She could use what she has

learned about sound to explain why a symphony hall looks the way it does. She could even use an example of the qualities of resonance to investigate how and why certain violins are more desirable to professionals than others. Social Studies topics that could be explored through this investigation include: Architecture, Music History, inventors of music instruments, and impact of famous musicians such as John Phillips Susa, and Jim Europe. Students will work with their ELA teachers to develop essays or other genres of writing related to their projects. The student could write an essay about how technological advances in the physical qualities of sound have affected music history.

**Custom Day:** Custom day addresses the need for more differentiation to accelerate the learning of all students in math and English language arts. Harmony currently offers intervention support as well as enrichment after school and on Saturdays. This initiative will strengthen the approaches we are currently using after school and expand access to all students by integrating these programs into the school day. Depending on an individual student's needs, two hours a day will be available for intervention, enrichment, or elective courses. These classes will utilize a variety of instructional approaches to support competency-based progress through an individualized learning plan at a pace specific to each student's needs and abilities.

**Data systems and dashboards:** To support the goals we have set and the project-based learning and custom day initiatives, all stakeholders will need robust data to ensure each student is receiving relevant and timely feedback they will need to make progress toward their goals, and to monitor system-wide progress toward goals. Stakeholders will need access to a variety of data about students, including real-time data and information on students' learning styles and preferences, as well as social-emotional information that may have an impact on an individual's learning. Our current data system, with dashboards customized to each end user, will support students, teachers, and parents to provide personalized content to meet the needs of all students.

### **An Overview of the Educational Program**

The educational program emphasizes the core subjects (Math, Reading/ELA, Science, Social Studies) and Engineering and Technology as part of the STEM efforts in K-12. Students will be given intense and extended instruction especially in Math and ELA/Reading.

In terms of curriculum support and extra-curricular programs, the non-negotiables of the education model include but are not limited to:

**After-School Program (extended days and weeks):** Harmony DC PCS believes that after-school programs and Saturday schools are essential for students' success. Identified low achieving/struggling students are required to receive additional tutorials in small groups. For advanced students, extracurricular activities are designed to satisfy their needs. Many club activities and the sports are also offered for students to attend.

**Tutoring in all grade levels:** The main goal of the program is the academic improvement that yields positive outcomes in reducing dropout rates. Tutoring is offered to students after school and on Saturdays. Students who identified for placement in after-school tutoring are required to attend; Saturday tutoring is invitation-based. Harmony Tutoring program is offered free of charge to students to increase students' attendance. Harmony DC Tutoring Program aims to achieve the following:

- Increase students' mastery of academic skills.
- Improve students' self-esteem and self-confidence.
- Improve students' attitudes toward school: reduces dropout rates, truancies, and tardiness.

- Help students break down social barriers and create new friendships.

Students enrolled for the tutoring program receive the following:

- Individual instruction—lessons are tailored to individual students’ learning styles and levels of understanding.
- Instruction free of competition—students’ progress at their own pace.
- Private instruction, apart from whole class instruction.
- Increased praise, feedback, and encouragement beyond what they might receive from one teacher.
- Closer monitoring (from the teacher and tutor) that maximizes time on task.
- Skills demonstrated instead of just verbalized.

**Lectures by Professionals:** Professors and doctoral students from the area universities and professionals from local companies are invited to support our curriculum by giving lectures to students in class or to teachers on staff development days. A list of people who want to contribute to our school their areas of expertise is given to teachers, who arrange the schedule of these professionals according to the course schedule.

**Field Trips:** In addition to classroom instruction, regular field trips to academic resources in and around DC, such as museums, art galleries, science centers, are planned every year to support our curriculum in science, history, art, and technology.

**School Project Fair:** Through the School Project Fair, students present their projects to the community and the school. Parents, surrounding communities, and professionals from colleges and companies are invited to this annual event. Students are provided the opportunity to practice their public speaking and presentation skills.

**Peer-tutoring and Mentorship Programs:** Successful students are encouraged to be peer tutors for their friends and mentors for the younger students (with their parents’ consent). Students contribute to the success of the school and their friends through these programs.

**Role Model Initiative:** Through this program, Harmony DC PCS brings a distinguished member of the community to school every month for a speech and create a platform for that person to interact with students.

**Student Clubs:** Student clubs such as the drama club, math club, science club, chess club, dance club, photo/film/art club, school newspaper and magazine team, yearbook team, and debate team are encouraged and supported by Harmony DC PCS. Harmony asks our faculty members and parents to donate at least four hours a week to support student club activities. Students learn to work together, take responsibility in a team environment, and compete with other schools as real-world experience.

**Awards and Prizes:** Students who demonstrate good citizenship are recognized with awards and prizes. Good citizenship includes strong work skills and ethics, leadership, and good behavior, such as being respectful to others and others’ opinions. Students are recognized with awards and prizes for their participation in the mentorship program, community service, student clubs, and athletic program.

**Science Fair Projects, Science Demonstrations by Students:** Harmony’s Science curriculum incorporates project-based learning at multiple levels. It requires students to perform self-initiated research using scientific inquiry and experimentation. Through these techniques students are required to produce a science fair project, participate with a science Olympiad team, or prepare a demonstration related to a scientific knowledge. Students who are willing to pursue science fair projects may also participate at regional, state, national, and international levels to compete with other projects. To produce more advanced projects

students are also encouraged attending research groups at local universities and labs. The Harmony Science Department also supports these students working with professors and researchers at local universities with the Scientific Research and Design curriculum. Students may also opt in to prepare a demonstration of a scientific knowledge in the areas of physics, chemistry, biology, or math. These demonstrations are prepared solely by student efforts and are all designed to teach and enrich scientific knowledge through hands-on experience. Students prepare a 5-10 minute video of the demonstration and make a presentation of the subject to their own classroom and other classrooms.

**University Collaboration Program:** To create a college going culture, trips to universities for all students are essentials. During these trips, students interact with academicians, graduate students and participate in academic and non-academic activities. Additionally, students visit laboratories, and learn about college life.

### Parent Involvement Efforts

Harmony communicates with parents often for curricular and assessment expectations, school wide requirements in relation to the delivery of instruction, the techniques utilized to evaluate student work, and individual classroom rituals and routines pertinent to the academic success of our students. Harmony uses a variety of communicative techniques such as our School Handbook, Weekly Newsletters, School Website, Teachers Websites, School Reach (phone call system), Parent/Teacher Conferences, School Council Meetings, individual notes/calls home, Family Fun Nights, Surveys, Harmony Parent web sites, parent workshops, Open House, Back to School Night, Report Cards, benchmark results, etc. to solicit parent participation and deliver important information in hopes of creating productive dialogue between home and school concerning improved student achievement.

## II. SCHOOL PERFORMANCE

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### Performance and Progress

Harmony DC has goals that connect to its mission in terms of preparing students for college. Putting Math, ELA, and STEM subjects in focus, Harmony set the following goals throughout the operation of its new charter in Washington, DC.

**Goal #1:** Harmony creates an environment where the students will develop the academic skills, intellectual habits, and character traits necessary to maximize their potential in school, college, and the world beyond. **MET**

- **Evidence:** Implementation of STEM curriculum, implementation of Second Step Program for charter education classes in grades K-5, organizing school-wide science fair and STEM festival, participation in regional Robotics competition, home visit program performed by faculty, organizing summer camps for Robotics and Engineering programs, and organizing education field trips.

**Goal #2:** Harmony teachers will be recognized as professional educators committed to continuous learning and professional development. **MET**

- **Evidence:** 100 percent of Harmony teachers are highly qualified and completed 60 hours of professional development.

**Goal #3:** Students at Harmony will be consistently reminded and encouraged that they are on the path to college. **MET**

- **Evidence:** At least once a year, students in upper elementary grades participated in a school organized college preparatory high school visit. Harmony DC Students visited Howard University during 2016-17 SY.

## 2016-17 SY PARCC Performance and Progress

In 2017 PARCC administration, 46.4 % of Harmony DC PCS students scored 3+, and 10.7% scored a 4 or 5 on the ELA assessments. Compared to last year, 51% of the students scored 3+ and 20.4% scored 4 or 5 on ELA assessments in 2016 administration.

In 2017 PARCC administration, 42.9 % of Harmony DC PCS students scored 3+, and 19.6% scored a 4 or 5 on the Math assessments. Compared to last year, 44.9% of the students scored 3+ and 26.5% scored 4 or 5 on ELA assessments in 2016 administration.

Harmony DC PCS have adopted the Performance Management Framework (PMF) as its goals and academic achievement expectations. PCSB will publish Harmony Dc PCS's performance and progress in its annual publication of the PMF results.

## Lessons Learned and Actions Taken

The 2016-2017 school year was the Harmony DC PCS's third year of operation. There were several lessons learned and taken following sections. Prior the school start day and during school year, teacher and administrators were trained to set high goals and expectations for their students and kept them accountable. High expectations and excellence became a common theme among faculty, staff and students with daily conversation and activities.

Cooperation, collaboration, and total commitment to team work are common values that Harmony. Additionally, access to opportunities for professional development will make our teachers and staff stronger and even more prepared to meet all the needs of the students including students with disabilities and ELLs. Teachers worked together and with administration to create a warm, student-centered environment at Harmony campus, supported by strong parental involvement and a family-like setting that extends from the front office secretary to the principal.

Furthermore, all students were required to exhibit a caring, responsible, accountable, and value-creating attitude and outlook throughout their journey at Harmony. Positive reinforcement and incentives were used to create pleasant environment for all students to observe positive examples of behavior as well as allow them the opportunity to excel. Character Education classes played an important role in equipping students with necessary tools, values and skills for acquiring and maintaining a positive outlook. We believe that possessing a positive attitude drives all to success.

Providing a safe and healthy environment to its students, parents and employees is a top priority for Harmony. Harmony does everything to ensure that every campus without exception is bully, drug and weapon free. A safe and healthy environment is one where all students can experience the joy of learning, free from any threat. The success of our students at Harmony is based on a program which emphasizes academic excellence while motivating student achievement. Harmony has fully implemented its Three R's Model of Rigor (prepares students for college), Relevance (reinforces math and science skills) which in turn are underpinned by a tight web of Relationships (a strong culture reinforced by teachers and parents).

## Unique Accomplishments

In its second year of operation, Harmony DC PCS accomplished following noteworthy achievements:

- Harmony DC PCS participated in Virginia/DC First Lego League 2016 Competition sponsored by James Madison University. They placed 5<sup>th</sup> among 27 teams participating from Virginia and DC public, private, and charter schools.
- In December 2016, Harmony DC PCS organized its 3<sup>rd</sup> Annual Science and Engineering Fair at its campus. About 100 students from Kindergarten to 5<sup>th</sup> Grade prepared science fair projects and presented to the judges, parents, and community members.
- Harmony DC PCS students participated and received awards in DC STEM Network's STEM Fair held on June 3, 2017.
- In February 25, 2017, Harmony DC PCS organized DC wide STEM festival. More than 35 students participated in the festival and demonstrated STEM projects such as Wimshurst Machine, Surface Air Tension, Single Cartesian Diver, Reversible Thermoelectric Demonstrator, Bed of Nails, Mini Hovercraft, etc. to the judges, parents, and community members.
- In March 25, 2017, Harmony DC PCS organized DC wide Math Contest for 4<sup>th</sup> and 5<sup>th</sup> grade students. More than 100 students from DC public, charter and private schools participated in the math contest.
- A group of Harmony DC PCS students participated in Loudon County STEM Festival held in September 2017.
- During 2016-2017 school year, Harmony DC PCS teachers and staff have visited about 45% of its families at their home as a part of its Home Visit program.

## List of Donors

<b>Amount (Total \$)</b>	<b>Donor</b>
48,000	Charter School Solutions
46,036	Harmony Public Schools
3,000	Julie Squire
5,00	Martha & Thomas Squire

## DATA REPORT

<b>GENERAL INFORMATION</b>	
LEA ID	180
LEA Name	Harmony DC PCS
Campus Name	Harmony DC PCS - School of Excellence
Grades Served	K-5
Overall Audited Enrollment	97
<b>STUDENT DATA POINTS</b>	
PK3	0
PK4	0
KG	9
Grade 1	17
Grade 2	12
Grade 3	15
Grade 4	25
Grade 5	19
Grade 6	0
Grade 7	0
Grade 8	0
Grade 9	0
Grade 10	0
Grade 11	0
Grade 12	0
Adult	0
Alternative	0
SPED	0
Total Number of Instructional Days	180
Student Suspension Rate	10.3%
Student Expulsion Rate	0%
Instruction Time Lost to Discipline	0.3%
In-Seat Attendance	92.1%
Average Daily Attendance	NA - Intentionally blank
Midyear Withdrawals	NA
Midyear Entries	NA
Promotion Rate	98.3%
College Acceptance Rates (SY 14-15)	NA
College Admission Test Scores (SY 14-15)	NA
Graduation Rates (SY 14-15)	NA
<b>FACULTY AND STAFF DATA POINTS</b>	
Teacher Attrition Rate	44.40%
Number of Teachers	9
Average Teacher Salary	\$54,466
Minimum Teacher Salary	\$50,000
Maximum Teacher Salary	\$59,325

## APPENDICES

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- A. Staff Roster for 2016-2017 SY**
- B. Board Roster for 2016-2017 SY**
- C. Use of At-risk Funding in 2016-2017 SY**
- D. Unaudited Year-end 2016-2017 SY Financial Statement**
- E. Approved 2017-2018 SY Budget**

## STAFF ROSTER FOR 2016-17 SY

<b>Name</b>	<b>Position</b>	<b>Qualifications</b>	<b>Date of Employment</b>
Cavusoglu	Principal	M. Ed. in School Leadership	8/1/2015-Present
Yarborough	Assistant Principal	MA in School Leadership	7/1/2014-Present
Culha	Assistant Principal	M. Ed. in School Leadership	7/1/2014-Present
Moore	Kindergarten Teacher	M. Ed. in School Leadership	8/1/2016-6/10/2017
Lee	1st Grade Teacher	M. Ed. in Special Education	8/1/2014-Present
Wirtz	2nd Grade Teacher	M. Ed. in School Leadership	8/1/2016-Present
Lakemacher	3rd Grade Teacher	B.A. in Humanities	8/10/2015-Present
Harvest	4th-5th Grade ELA/SS Teacher	B.S. in Elementary & Special Education	8/10/2015-6/10/2017
Cook	4th-5th Grade Math/Science Teacher	MS in Human Resources	8/1/2016-6/10/2017
Williams	Special Education Teacher	MD in Theology	3/9/2015-Present
Madyun	PE/Health Teacher	B.A. in Sociology	8/1/2016-Present
Aras	Computer Teacher	BS in Instructional Technology	8/1/2014-7/31/2017
Dedo	Teacher Aide	B.A. in Political Science	8/10/2015-Present
Najera	Administrative Assistant	B.S. in Human Science	8/10/2015-Present

## BOARD ROSTER FOR 2016-2017 SY

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### Board of Directors

The Board is the policy-making body within the Harmony school system and has overall responsibility for the curriculum, annual budget, and facilities. The Board has complete and final control over school matters, within limits established by state and federal laws and regulations.

Name	Role	Current Employer/Position	Date of Appointment
Julie Squire*	President	Bellwether Edu. Partners / Associate Partner	6/23/2014
Cynthia Pascal*	Vice President / Treasurer	Northern Virginia Com. Col. / Coord. of Acad. Advising	6/23/2014
Kelly Quinney*	Secretary	DCPS / Coordinator	4/5/2016
Dr. Soner Tarim	Member	Harmony Public Schools / CEO	2/27/2014
Vanessa Mendoza*	Member	Teach for America / Chief of Staff to the CAO	4/6/2017
Kim Tran-Malan*	Member	Parent Representative	2/3/2015
Regina Blake*	Member	Parent Representative	3/1/2016

\*Board member who is D.C. resident.

## USE OF AT-RISK FUNDING IN 2016-2017 SY

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Harmony DC PCS utilized its at-risk funding to implement Saturday Academy to provide extra tutoring for students who need intensive intervention both in ELA and Math. Saturday Academy lasted 21 weeks and about 25 students participated in the program. Additionally, with the use of this fund, a month of free summer school is provided for students who are half-year or more below grade level both in Math and ELA.

# UNAUDITED YEAR-END 2016-2017 SY FINANCIAL STATEMENT

## Income Statement

### Harmony PCS

July 2016 through June 2017

Account  
Detail:

View:

	Year-To-Date (YTD)
Income Statement	Actual
Revenue	
State and Local Revenue	1,640,429
Federal Revenue	315,568
Private Grants and Donations	54,021
Earned Fees	9,172
Donated Revenue	46,036
Total Revenue	2,065,225
Expenses	
Salaries	930,281
Benefits and Taxes	199,177
Contracted Staff	7,334
Staff-Related Costs	2,512
Rent	322,673
Occupancy Service	92,682
Direct Student Expense	205,127
Office & Business Expense	195,162
Total Expenses	1,954,947
Operating Income	110,278
Extraordinary Expenses	
Interest	11,760
Depreciation and Amortization	98,206
Total Extraordinary Expenses	109,966
Net Income	312

# UNAUDITED YEAR-END 2015-2016 SY FINANCIAL STATEMENT

## Balance Sheet

### Harmony PCS

As of June 30, 2017

Account Detail:

Balance Sheet	6/30/2017
<b>Assets</b>	<b>Current</b>
Assets	
Current Assets	
Cash	203,882
Accounts Receivable	60,724
Other Current Assets	109,173
Total Current Assets	373,779
Noncurrent Assets	
Operating Fixed Assets, Net	102,052
Facilities, Net	66,582
Total Noncurrent Assets	168,634
Total Assets	542,413
<b>Liabilities and Equity</b>	<b>Current</b>
Liabilities and Equity	
Current Liabilities	
Accounts Payable	28,403
Other Current Liabilities	343,598
Total Current Liabilities	372,000
Long-Term Liabilities	
Other Long-Term Liabilities	2,034
Total Long-Term Liabilities	2,034
Equity	
Unrestricted Net Assets	168,068
Net Income	312
Total Equity	168,379
Total Liabilities and Equity	542,413

## APPROVED 2017-2018 SY BUDGET

Income Statement		SY16-17
Account		Future
Event		-
<b>Revenue</b>		
04 · State and Local Revenue		2,168,326
05 · Federal Revenue		202,074
06 · Private Revenue		7,739
<b>Total Revenue</b>		<b>2,378,770</b>
<b>Operating Expense</b>		
07 · Staff-Related Expense		1,193,456
08 · Occupancy Expense		413,239
09 · Student Expense		270,455
09 · General & Admin		213,630
09 · Contingency		0
<b>Total Operating Expense</b>		<b>2,090,780</b>
<b>Net Operating Income</b>		<b>287,990</b>
<b>Interest, Depreciation</b>		
1X · Depreciation, Amortization, & Interest		120,092
<b>Total Expenses</b>		<b>2,210,872</b>
<b>Net Income</b>		<b>167,898</b>
<b>Adjustments To Cash Flow</b>		
<b>Operating Activities</b>		
Net Income		167,898
Cash Flow Adjustments		50,936
<b>Net cash increase for year</b>		<b>218,834</b>

# Appendix C

POLICY TITLE:	Elect to Adopt the Performance Management Framework as Charter Goals
ADOPTION/EFFECTIVE DATE	Adopted: February 25, 2013 Updated: May 19, 2014  Updated: November 17, 2014 Updated: November 16, 2015 Updated: March 20, 2017 Updated: September 18, 2017

**PURPOSE of this Revision**

The revision to this policy corrects one word in the grandfather clause of the Elect to Adopt the Performance Management Framework ("PMF") as Charter Goals policy. DCPCSB staff included a grandfather clause in the revisions to this policy specifically for schools undergoing review or renewal in school year ("SY") 2017-18 or SY 2018-19. One of the terms for these schools to be deemed as fully meeting the charter goals and academic achievement expectations currently states that schools must have "met all early childhood PMF **targets** in SY2013-14". This language should read that schools must have "met all early childhood PMF **floors** in SY2013-14". The corresponding footnote likewise changes from targets to floors.

**ELECT PMF AS GOALS POLICY**

Schools may choose to replace their charter goals and student academic achievement expectations with the Performance Management Framework(s), as amended over time, for the grade levels they serve. Upon a school's request, the below review and renewal language and improvement clause will be added to its charter as an amendment, which will be approved by DC PCSB's Board. For specific information related to the timing of charter goals amendments, please refer to our Policy for Charter Amendments and Revised Goals and Academic Achievement Expectations.

The goals and student achievement expectations for students attending a given public charter school will be updated from those currently detailed in its charter, or subsequently created accountability plans, and replaced with the Early Childhood/Elementary/Middle School ("PK-8"), high school ("HS"), and/or adult education ("AE"), PMFs. Any updates to the PMF(s), including changes in state assessments, performance indicators, floors, targets, and formulas will be automatically updated and accepted by the school without requiring a charter amendment as long as the PMF was updated through a fair and transparent process involving a task force that comprises school leaders, charter advocates, and DC PCSB staff and was officially adopted by DC PCSB's Board of Trustees in a public vote. Charter schools with mission-specific goals, non-academic goals, and/or goals relating to achievement gaps or subgroup performance are encouraged to include these as supplemental goals and academic achievement expectations. Wherever possible these

should be measurable and feasible to assess objectively.

Upon adoption, the new PMF-based goals will be used to evaluate a school's performance for the years beginning with the year the PMF was formally adopted by the Board. The Board formally adopted the ES/MS PMF for schools serving grades 3-8, or a subset thereof, (now PK-8) and the HS PMF in school year 2010-11. The Board formally adopted the EC PMF (now included in the PK-8 PMF) and the adult education PMF in school year 2013-14. Through the 2017-2018 review cycles PCSB will provide flexibility in the use of the 2014-15 Partnership for Assessment of Readiness for College and Careers ("PARCC") scores in calculating a school's PMF score as indicated below. However, PCSB will continue to use the non-PARCC-related PMF measures (e.g. attendance, re-enrollment, SAT, CLASS) as well as prior year DCCAS results to determine school performance during a charter review and renewal.

PCSB will not score or tier the PK-8 or HS PMF for the 2014-15 PMF. The school's performance on each measure will be displayed separately without percentages of total points.

#### **Fifth-Year Charter Review**

In order for a school serving grades prekindergarten through 12, or any subset thereof, that has adopted the PMF<sup>1</sup> as goals and student academic achievement expectations to be considered as having met its goals and student achievement expectations at its fifth-year charter review, the school's average PMF score for the first four years must be equal to or exceed 40%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF's scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

#### **Tenth-Year Charter Review**

In order for a school serving grades prekindergarten through 12, or any subset thereof, that has adopted the PMF<sup>1</sup> as its goals and student academic achievement expectations to be considered as having met its goals and student academic achievement expectations at its tenth-year charter review, the school will need to have earned an average PMF score since the previous review equal to or exceeding 45%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF's scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

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<sup>1</sup> See table at end of policy for which PMFs are applicable to this policy since school year 2010-11.

## **Charter Renewal and Every Review Thereafter**

In order for a school serving grades prekindergarten through 12, or any subset thereof, that has adopted the PMF as its goals and student academic achievement expectations to be considered as having met its goals and student achievement expectations at its 15-year charter renewal and every review thereafter, a school will need to have earned an average PMF score since the previous review equal to or exceeding 50%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF's scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

If there is a conflict between the terms in the Hold Harmless section and existing charter agreements, the existing charter agreement terms will supersede the Hold Harmless section of the Elect the PMF as Goals Policy.

### *Tier 3 PMF Results*

As stated in the 2016-17 PMF Policy & Technical Guide, a school with a Tier 3 PMF result that meets one or more of the below criteria may be subject to a high-stakes review to determine whether the school's charter should be revoked pursuant to the School Reform Act (SRA).

- PK-8 or HS PMF score of 20.0% or lower in the most recent year.
- PK-8 or HS PMF score that is a 5.0% decrease or greater within Tier 3 from one year to the next.
- Adult Education PMF score in which the school earns an N/A or 35.0% or less of the possible points in three or more indicators.
- Any school performing in Tier 3 for any three of the previous five years.

### *Additional Review Outside of 5-year Cycle*

DC PCSB may, as permitted by law,<sup>2</sup> elect at any time to conduct an "out-of-cycle" review – that is, outside of the reviews that occur every five years. Out-of-cycle reviews may be due to a school's Tier 3 status, or because a school is identified as low-performing by the Office of the State Superintendent of Education ("OSSE") under ESSA, or for other reasons of poor performance or non-compliance. When conducting such a review, DC PCSB will conduct an "out of cycle" charter review using the last five years of the school's data to determine if the school is meeting its charter goals under this policy. If a school is reviewed out-of-cycle, DC PCSB will evaluate the school according to the most recent review standard. For example, if a school is in its 7<sup>th</sup> year of operation, DC PCSB would conduct a review using the previous five years of data to determine if it is meeting the five-year review standard. If a school is in its 12<sup>th</sup> year of operation, DC PCSB would

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<sup>2</sup> D.C. Official Code § 38-1802.12(a)(3) states that "An eligible chartering authority that grants or renews a charter ...shall review the charter at least once every 5 years..." Thus DC PCSB may review a charter more than once within a 5 year cycle.

conduct a review using the previous five years of data to determine if it is meeting the ten-year review standard.

#### *New Campuses of Existing LEAS/Campuses with Multiple PMF Frameworks*

If existing LEAs open new campuses between charter review cycles, their new campuses must have at least two years of PMF scores prior to the next review to be evaluated on their student academic achievement expectations.

In the case that new campuses have three years of PMF scores, new campuses will be evaluated based on the LEA's standard for review. For example, if a 10-year old LEA has a new campus that has three years of PMF scores, that new campus will have to meet the 10-year review standard. New campuses with only one year of a PMF score will not have their score included in the upcoming review. At charter review or charter renewal, continuance or closure/revocation decisions applied to the LEA's existing campuses will also be applied to the new campus whose scores were not included in the review or renewal analysis because only one score was available.

In the case that new campuses or a campus with a new framework (such as a middle school that is growing to grade 12) only has two years of PMF scores prior to the next review, those new campuses or the newest grades that use a different PMF framework (in the case of expanding schools) will be held to the 5-year review standard.<sup>3</sup> At the following review, the new campuses and new frameworks would have to meet the LEA's standard for review. For example, if a 10-year old charter middle school grows to serve through grade 12, and only has two high school PMF scores at the time of its 10-year review, DC PCSB would evaluate grades 6 through 8 using the ten-year review standard, and grades 9 through 11 using the 5-year review standard. At the LEA's 15-year charter renewal, all grades would be held to the 15-year charter renewal standard.

#### *Grandfather Clause for Schools Undergoing Review or Renewal in SY 2017-18 and SY 2018-19*

For campuses that transitioned to a new PMF framework after SY 2013-14 (those that were previously on the Early Childhood PMF framework and are now on the PK-8 PMF framework) that are undergoing review or renewal in SY 2017-18, the campuses' standard for review or renewal is as follows:

In order to be deemed as having fully met<sup>4</sup> the charter goals and academic achievement expectations, the campus will need to have:

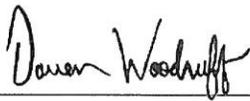
- Met all Early Childhood PMF floors in SY 2013-14; and
- Obtain an average score of 40% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for five-year

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<sup>4</sup> DC PCSB will determine a school to have substantially met their goals if they meet the PMF percentage average for their review cycle but missed no more than a quarter of their EC PMF floors in SY 2013-14. DC PCSB will determine a school to have partially met its goals if it meets the percentage average for their review cycle but missed no more than half of their EC PMF floors in 2013-14.

- review schools; OR
- Obtain an average score of 45% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for ten-year review schools; OR
  - Obtain an average score of 50% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for fifteen-year charter renewal schools and all subsequent reviews/renewals.
  - SY 2012-13 Early Childhood PMF pilot and SY 2012-13 Accountability Plan results will be displayed but not included in the analysis of whether or not schools met their charter goals and academic achievement expectations.

Board Approval Acknowledged by:



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Darren Woodruff  
DC PCSB Board Chair

# Appendix D

## Harmony PCS Compliance Chart

Compliance Item	Description	School's Compliance SY 2014-15 to Present
<p><b>Fair enrollment process</b> D.C. Code § 38-1802.06</p>	DC charter schools must have a fair and open enrollment process that randomly selects applicants and does not discriminate against students.	Compliant since SY 2014-15
<p><b>Notice and due process for suspensions and expulsions</b> D.C. Code § 38-1802.06(g)</p>	DC charter school discipline policies must afford students due process <sup>1</sup> and the school must distribute such policies to students and parents.	Compliant since SY 2014-15
<p><b>Student health and safety</b> D.C. Code §§ 38-1802.04(c)(4), 4-1321.02, 38-651</p>	<p>The SRA requires DC charter schools to maintain the health and safety of students.<sup>2</sup> To ensure that schools adhere to this clause, DC PCSB monitors schools for various indicators, including but not limited to whether schools:</p> <ul style="list-style-type: none"> <li>- have qualified staff members that can administer medications;</li> <li>- conduct background checks for all school employees and volunteers; and</li> <li>- have an emergency response plan in place and conduct emergency drills as required by DC code and regulations.</li> </ul>	Compliant since SY 2014-15
<p><b>Equal employment</b> D.C. Code § 38-1802.04(c)(5)</p>	A DC charter school's employment policies and practices must comply with federal and local employment laws and regulations.	Compliant since SY 2014-15

<sup>1</sup> See *Goss v. Lopez*, 419 U.S. 565 (1975).

<sup>2</sup> D.C. Code § 38.1802.04-(c)(4)(A).

## Harmony PCS Compliance Chart

Compliance Item	Description	School's Compliance SY 2014-15 to Present
<p><b>Insurance</b> As required by the school's charter</p>	<p>A DC charter school must be adequately insured.</p>	<p>Compliant since SY 2014-15</p>
<p><b>Facility licenses</b> D.C. Code § 47-2851.03(d); D.C. Mun. Regs., tit. 14, §§ 14-1401 <i>et seq.</i></p>	<p>A DC charter school must possess all required local licenses.</p>	<p>Compliant since SY 2014-15</p>
<p><b>Proper composition of Board of Trustees</b> D.C. Code § 38-1802.05(a)</p>	<p>A DC charter school's Board of Trustees must have: an odd number of members that does not exceed 15; a majority of members that are DC residents; and at least two members that are parents of a student attending the school.</p>	<p>Compliant since SY 2014-15</p>
<p><b>Accreditation status</b> D.C. Code § 38-1802.02(16)</p>	<p>A DC charter school must maintain accreditation from an SRA-approved accrediting body approved by the SRA.</p>	<p>Compliant since SY 2014-15</p>

# Appendix E



**ENCLOSURE 2**

**FEDERAL FISCAL YEAR (FFY) 2014 IDEA PART B LEA PERFORMANCE DETERMINATIONS**

<b>LEA:</b>	Harmony DC Public Charter School
<b>Final Percentage Rating:</b>	88%
<b>Determination Level:</b>	Meets Requirements

**SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED**

<b>Element</b>	<b>Element Description</b>	<b>Determination Criteria</b>	<b>Number of Points Achieved</b>	<b>Number of Points Possible</b>
<b>1</b>	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> <li>Indicator 4b – N/A</li> <li>Indicator 9 – N/A</li> <li>Indicator 10 – N/A</li> <li>Indicator 11 – N/A</li> <li>Indicator 12 – N/A</li> <li>Indicator 13 – N/A</li> </ul>	N/A	N/A
<b>2</b>	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> <li>FFY 2014 child count data submitted timely</li> <li>FFY 2014 Phase I and Phase II applications not submitted timely</li> <li>FY 2015 IDEA Maintenance of Effort (MOE) submitted timely</li> </ul>	2	3
<b>3a</b>	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	<ul style="list-style-type: none"> <li>LEA did not receive a report in FFY 2014 as the result of an on-site monitoring visit</li> </ul>	N/A	N/A
<b>3b</b>	Dispute resolution findings	<ul style="list-style-type: none"> <li>No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance</li> </ul>	2	2

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> <li>• Timely submission of A-133 Report (if applicable) – 4</li> <li>• Type of Auditor’s A-133 Report Issued on Compliance (if applicable) – 4</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the A-133 Report (if applicable) – 4</li> <li>• Material weaknesses identified by the Auditor in the A-133 Report (if applicable) – 4</li> <li>• Auditor’s designation as low-risk sub-recipient in the A-133 Report (if applicable) – 0</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4</li> <li>• Material weaknesses identified by the Auditor in the annual independent audit – 4</li> <li>• Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4</li> </ul>	3.5	4
5	Other data available to OSSE regarding the LEA’s compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> <li>• Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2014 grants cycle</li> </ul>	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> <li>• LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement</li> </ul>	1	1
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	<ul style="list-style-type: none"> <li>• Reading assessments: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup</li> <li>• Math assessments: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup</li> </ul>	N/A	N/A

		<b>LEA performance results on Next Generation Assessments in reading and math (Partnership for Assessment of Readiness for College and Careers (PARCC) and the National Center and State Collaborative (NCSC) Alternative Assessment):</b>	<b>Math</b>	<b>Reading</b>
	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c <sup>1</sup>	Proficiency rates are calculated based on the following performance levels: <ul style="list-style-type: none"> <li>• PARCC Level 4: Percentage of students who met expectations</li> <li>• PARCC Level 5: Percentage of students who exceeded expectations</li> <li>• NCSC Level 3: Percentage of students who met expectations</li> <li>• NCSC Level 4: Percentage of students who exceeded expectations</li> <li>• N/A — LEA did not meet minimum “n” size for disability subgroup</li> </ul>	N/A	N/A
<b>8</b>	Evidence of correction of findings of noncompliance that were issued in FFY 2014 and due for correction in FFY 2015, including progress toward full compliance	<ul style="list-style-type: none"> <li>• The LEA did not receive any findings of noncompliance from FFY 2014 that were due for correction in FFY 2015.</li> </ul>	N/A	N/A
<b>Total Number of Points Achieved</b>				10.5
<b>Total Possible Points from Applicable Elements</b>				12
<b>Percentage of Points Achieved from Applicable Elements</b>				88%

<sup>1</sup> For FFY 2014 IDEA Part B Determinations, OSSE is reporting the performance of each LEA’s students with disabilities (SWD) subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2014 National Center and State Collaborative (NCSC) Alternative Assessment. This indicator will not be assigned a weight for this year. For FFY 2015 and beyond, OSSE will use each LEA’s SWD performance on the state-wide assessments in alignment with the new accountability system that will be developed pursuant to the Elementary and Secondary Education Act, amended by the Every Student Succeeds Act (ESSA). OSSE will provide LEAs information on how this indicator will be calculated in advance of next year’s determinations.



DISTRICT OF COLUMBIA  
OFFICE OF THE STATE SUPERINTENDENT OF  
**EDUCATION**

August 2, 2016

Dr. Emin Cavusoglu  
Chief Executive Officer  
Harmony DC Public Charter School  
62 T Street NE  
Washington, DC 20002

Re: Federal Fiscal Year (FFY) 2014 IDEA Part B LEA Performance Determination

Dear Dr. Cavusoglu:

The Individuals with Disabilities Education Act of 2004 (IDEA) requires the Office of the State Superintendent of Education (OSSE) as the State educational agency (SEA) to make determinations annually about the performance of local educational agencies (LEAs). OSSE is required to use the same categories that the United States Department of Education, Office of Special Education Programs (OSEP) uses for state determinations as outlined in Section 616(d) of IDEA. In making such determinations, OSSE will assign LEAs one of the following determination levels:

1. Meets Requirements
2. Needs Assistance
3. Needs Intervention
4. Needs Substantial Intervention

OSSE has determined that under IDEA section 616(d), for FFY 2014, Harmony DC Public Charter School (PCS) **meets requirements** in implementing the requirements of Part B of IDEA. OSSE's determination is based on the totality of the LEA's data and information, including the LEA's:

1. History, nature and length of time of any reported noncompliance; specifically, the LEA's performance on Indicators 4b, 9, 10, 11, 12 and 13 as outlined in the State Performance Plan (SPP) and FFY 2014 Annual Performance Report (APR);
2. Information regarding timely, valid and reliable data;
3. On-site compliance monitoring, focused monitoring and dispute resolution findings;
4. Sub-recipient audit findings;
5. Other data available to OSSE regarding the LEA's compliance with the IDEA, including, but not limited to, relevant financial data and compliance with the Funding for Public Schools and Public Charter School Amendment Act of 2011;
6. Performance on selected SPP results indicators; and
7. Evidence of correction of findings of noncompliance, including progress toward full compliance.

Enclosure 1 explains the criteria for each element and the way in which existing data provided by LEAs were used to make determinations. Not all elements are applicable to each LEA; for example, some

LEAs do not have data for Indicator 12, as they do not serve children within the applicable age range (3 years old).

Enclosure 2 describes how Harmony DC PCS's determination level was calculated. It includes a chart that summarizes each required element, its corresponding rating, the total number of points earned by the LEA and the percentage of applicable points earned by the LEA.

Any LEA that believes that a specific element reviewed in the determination process is inaccurate may appeal its assigned determination level. The appeal must be made within 30 calendar days of the date of receipt of this letter. The request for appeal must include the submission of all information necessary for OSSE to reconsider the original determination level. Additional information regarding appeals may be found in Enclosure 1.

OSSE applauds the LEA's performance related to serving children and youth with disabilities and looks forward to working with Harmony DC PCS over the next year. As part of OSSE's ongoing effort to provide useful information to District of Columbia stakeholders, OSSE will be making determination results available to the public after the close of the appeals process. If you have questions about the determinations process or this letter, please contact me at [Amy.Maisterra@dc.gov](mailto:Amy.Maisterra@dc.gov) or (202) 481-3757.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Maisterra', with a long, sweeping horizontal line extending to the right.

Amy Maisterra, Ed.D, MSW  
Assistant Superintendent, Elementary, Secondary and Specialized Education

Enclosures (2)



**ENCLOSURE 2**

**FEDERAL FISCAL YEAR (FFY) 2016 IDEA PART B LEA PERFORMANCE DETERMINATIONS**

<b>LEA:</b>	Harmony Public Charter School
<b>Final Percentage Rating:</b>	70%
<b>Determination Level:</b>	Needs Assistance

**SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED**

<b>Element</b>	<b>Element Description</b>	<b>Determination Criteria</b>	<b>Number of Points Achieved</b>	<b>Number of Points Possible</b>
<b>1</b>	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> <li>Indicator 4b – N/A</li> <li>Indicator 9 – N/A</li> <li>Indicator 10 – N/A</li> <li>Indicator 11 – N/A</li> <li>Indicator 12 – N/A</li> <li>Indicator 13 – N/A</li> </ul>	N/A	N/A
<b>2</b>	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> <li>FFY 2016 child count data submitted timely</li> <li>FFY 2016 Phase I and Phase II applications not submitted timely</li> <li>FY 2017 IDEA Maintenance of Effort (MOE) not submitted timely</li> </ul>	0	3
<b>3a</b>	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	<ul style="list-style-type: none"> <li>LEA did not receive a report in FFY 2016 as the result of an on-site monitoring visit</li> </ul>	N/A	N/A
<b>3b</b>	Dispute resolution findings	<ul style="list-style-type: none"> <li>No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance</li> </ul>	N/A	N/A

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> <li>• Timely submission of Single Audit Report (if applicable) – N/A</li> <li>• Type of Auditor’s Single Audit Report Issued on Compliance (if applicable) – N/A</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the Single Audit Report (if applicable) –N/A</li> <li>• Material weaknesses identified by the Auditor in the Single Audit Report (if applicable) – N/A</li> <li>• Auditor’s designation as low-risk sub-recipient in the Single Audit Report (if applicable) – N/A</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4</li> <li>• Material weaknesses identified by the Auditor in the annual independent audit – 4</li> <li>• Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4</li> <li>• This LEA did not submit an A-133 audit</li> </ul>	4	4
5	Other data available to OSSE regarding the LEA’s compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> <li>• Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2016 grants cycle</li> </ul>	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> <li>• LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement</li> </ul>	1	1
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	<ul style="list-style-type: none"> <li>• Reading assessment: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup</li> <li>• Math assessment: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup</li> </ul>	N/A	N/A

		<b>LEA performance results on the Partnership for Assessment of Readiness for College and Careers (PARCC) assessment and Multi-State Alternate Assessment (MSAA) for the students with disabilities subgroup:</b>	<b>Reading</b>	<b>Math</b>
	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c <sup>1</sup>	Proficiency rates are calculated based on the following performance levels: <ul style="list-style-type: none"> <li>• PARCC Level 4: Percentage of students who met expectations</li> <li>• PARCC Level 5: Percentage of students who exceeded expectations</li> <li>• MSAA Level 3: Percentage of students who met expectations</li> <li>• MSAA Level 4: Percentage of students who exceeded expectations</li> <li>• N/A — LEA did not meet minimum “n” size for disability subgroup</li> </ul>	N/A	N/A
<b>8</b>	Evidence of correction of findings of noncompliance that were issued in FFY 2016 and due for correction in FFY 2017, including progress toward full compliance	<ul style="list-style-type: none"> <li>• The LEA was not issued any findings of noncompliance in FFY 2016 due for correction in FFY 2017.</li> </ul>	N/A	N/A
<b>Total Number of Points Achieved</b>				7
<b>Total Possible Points from Applicable Elements</b>				10
<b>Percentage of Points Achieved from Applicable Elements</b>				70%

<sup>1</sup> For FFY 2016 IDEA Part B Determinations, OSSE is reporting the performance of each LEA’s students with disabilities subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2016 Multi-State Alternate Assessment (MSAA). This indicator will not be assigned a weight for this year.



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

**EDUCATION**

August 2, 2018

Emin Cavusoglu  
Head of School  
Harmony DC Public Charter School  
62 T St. NE  
Washington, DC 20002

Re: Federal Fiscal Year (FFY) 2016 IDEA Part B LEA Performance Determination

Dear Mr. Cavusoglu:

The Individuals with Disabilities Education Act of 2004 (IDEA) requires the Office of the State Superintendent of Education (OSSE) as the State educational agency (SEA) to make determinations annually about the performance of local educational agencies (LEAs). OSSE is required to use the same categories that the United States Department of Education, Office of Special Education Programs (OSEP) uses for state determinations as outlined in Section 616(d) of IDEA. In making such determinations, OSSE will assign LEAs one of the following determination levels:

1. Meets Requirements
2. Needs Assistance
3. Needs Intervention
4. Needs Substantial Intervention

OSSE has determined that under IDEA section 616(d), for FFY 2016, Harmony DC Public Charter School (PCS) **needs assistance** in implementing the requirements of Part B of IDEA. OSSE's determination is based on the totality of the LEA's data and information, including the LEA's:

1. History, nature and length of time of any reported noncompliance; specifically, the LEA's performance on Indicators 4b, 9, 10, 11, 12 and 13 as outlined in the State Performance Plan (SPP) and FFY 2016 Annual Performance Report (APR);
2. Information regarding timely, valid and reliable data;
3. On-site compliance monitoring, focused monitoring and dispute resolution findings;
4. Sub-recipient audit findings;
5. Other data available to OSSE regarding the LEA's compliance with the IDEA, including, but not limited to, relevant financial data and compliance with the Funding for Public Schools and Public Charter School Amendment Act of 2011;
6. Performance on selected SPP results indicators; and
7. Evidence of correction of findings of noncompliance, including progress toward full compliance.

Enclosure 1 explains the criteria for each element and the way existing data provided by LEAs were used to make determinations. Not all elements are applicable to each LEA; for example, some LEAs do not have data for Indicator 12, as they do not serve children within the applicable age range (3 years old).

Enclosure 2 describes how Harmony DC PCS's determination level was calculated. It includes a chart that summarizes each required element, its corresponding rating, the total number of points earned by the LEA and the percentage of applicable points earned by the LEA.

The LEA's FFY 2015 determination was meets requirements. Although IDEA section 616(e)(2)(B) and 34 CFR §§300.600(a) and 300.604 do not require enforcement actions for an LEA's first year within the needs assistance category, OSSE is advising Harmony DC PCS of available sources of technical assistance in order for the LEA to improve performance and results for children and youth with disabilities. Specifically, OSSE publishes its Specialized Education Training & Technical Assistance calendar each fall. These technical assistance opportunities are also communicated to LEAs via the OSSE Look Forward newsletter, LEA meetings, and e-blasts. For more information regarding OSSE's Division of Teaching and Learning, please contact [Osse.tta@dc.gov](mailto:Osse.tta@dc.gov).

Any LEA that believes that a specific element reviewed in the determination process is inaccurate may appeal its assigned determination level. The appeal must be made within 30 calendar days of the date of receipt of this letter. The request for appeal must include the submission of all information necessary for OSSE to reconsider the original determination level. Additional information regarding appeals may be found in Enclosure 1.

OSSE is committed to supporting Harmony DC PCS's efforts to improve results for children and youth with disabilities and looks forward to working with Harmony DC PCS over the next year. As part of OSSE's ongoing effort to provide useful information to District of Columbia stakeholders, OSSE will be making determination results available to the public after the close of the appeals process. If you have questions about the determinations process or this letter, please contact me at [Sharon.Gaskins@dc.gov](mailto:Sharon.Gaskins@dc.gov) or (202) 654-6112.

Sincerely,



Sharon Gaskins  
Deputy Assistant Superintendent of Accountability, Performance and Support  
Division of Systems and Supports, K-12

cc: Elisabeth Morse, Interim Assistant Superintendent of the Division of Systems and Supports, K-12  
Avni Murray, Manager, Public Charter School Board

Enclosures (2)



DISTRICT OF COLUMBIA  
OFFICE OF THE STATE SUPERINTENDENT OF  
**EDUCATION**

Aug. 23, 2017

Emin Cavusoglu  
Principal  
Harmony Public Charter School  
62 T St. NE  
Washington, DC 20002

Re: Federal Fiscal Year (FFY) 2015 IDEA Part B LEA Performance Determination

Dear Mr. Cavusoglu:

The Individuals with Disabilities Education Act of 2004 (IDEA) requires the Office of the State Superintendent of Education (OSSE) as the State educational agency (SEA) to make determinations annually about the performance of local educational agencies (LEAs). OSSE is required to use the same categories that the United States Department of Education, Office of Special Education Programs (OSEP) uses for state determinations as outlined in Section 616(d) of IDEA. In making such determinations, OSSE will assign LEAs one of the following determination levels:

1. Meets Requirements
2. Needs Assistance
3. Needs Intervention
4. Needs Substantial Intervention

OSSE has determined that under IDEA section 616(d), for FFY 2015, Harmony Public Charter School (PCS) **meets requirements** in implementing the requirements of Part B of IDEA. OSSE's determination is based on the totality of the LEA's data and information, including the LEA's:

1. History, nature and length of time of any reported noncompliance; specifically, the LEA's performance on Indicators 4b, 9, 10, 11, 12 and 13 as outlined in the State Performance Plan (SPP) and FFY 2015 Annual Performance Report (APR);
2. Information regarding timely, valid and reliable data;
3. On-site compliance monitoring, focused monitoring and dispute resolution findings;
4. Sub-recipient audit findings;
5. Other data available to OSSE regarding the LEA's compliance with the IDEA, including, but not limited to, relevant financial data and compliance with the Funding for Public Schools and Public Charter School Amendment Act of 2011;
6. Performance on selected SPP results indicators; and
7. Evidence of correction of findings of noncompliance, including progress toward full compliance.

Enclosure 1 explains the criteria for each element and the way in which existing data provided by LEAs were used to make determinations. Not all elements are applicable to each LEA; for example, some

LEAs do not have data for Indicator 12, as they do not serve children within the applicable age range (3 years old).

Enclosure 2 describes how Harmony PCS's determination level was calculated. It includes a chart that summarizes each required element, its corresponding rating, the total number of points earned by the LEA and the percentage of applicable points earned by the LEA.

Any LEA that believes that a specific element reviewed in the determination process is inaccurate may appeal its assigned determination level. The appeal must be made within 30 calendar days of the date of receipt of this letter. The request for appeal must include the submission of all information necessary for OSSE to reconsider the original determination level. Additional information regarding appeals may be found in Enclosure 1.

OSSE applauds the LEA's performance related to serving children and youth with disabilities and looks forward to working with Harmony PCS over the next year. As part of OSSE's ongoing effort to provide useful information to District of Columbia stakeholders, OSSE will be making determination results available to the public after the close of the appeals process. If you have questions about the determinations process or this letter, please contact me at [Amy.Maisterra@dc.gov](mailto:Amy.Maisterra@dc.gov) or (202) 481-3757.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Maisterra', with a long, sweeping horizontal stroke extending to the right.

Amy Maisterra, Ed.D, MSW  
Assistant Superintendent, Elementary, Secondary and Specialized Education

Enclosures (2)



**ENCLOSURE 2**

**FEDERAL FISCAL YEAR (FFY) 2015 IDEA PART B LEA PERFORMANCE DETERMINATIONS**

<b>LEA:</b>	Harmony Public Charter School
<b>Final Percentage Rating:</b>	89%
<b>Determination Level:</b>	Meets Requirements

**SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED**

<b>Element</b>	<b>Element Description</b>	<b>Determination Criteria</b>	<b>Number of Points Achieved</b>	<b>Number of Points Possible</b>
<b>1</b>	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> <li>Indicator 4b – N/A</li> <li>Indicator 9 – N/A</li> <li>Indicator 10 – N/A</li> <li>Indicator 11 – N/A</li> <li>Indicator 12 – N/A</li> <li>Indicator 13 – N/A</li> </ul>	N/A	N/A
<b>2</b>	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> <li>FFY 2015 child count data submitted timely</li> <li>FFY 2015 Phase I and Phase II applications not submitted timely</li> <li>FY 2016 IDEA Maintenance of Effort (MOE) submitted timely</li> </ul>	2	3
<b>3a</b>	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	<ul style="list-style-type: none"> <li>LEA did not receive a report in FFY 2015 as the result of an on-site monitoring visit</li> </ul>	N/A	N/A
<b>3b</b>	Dispute resolution findings	<ul style="list-style-type: none"> <li>No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance</li> </ul>	2	2

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> <li>• Timely submission of A-133 Report (if applicable) – N/A</li> <li>• Type of Auditor’s A-133 Report Issued on Compliance (if applicable) – N/A</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the A-133 Report (if applicable) – N/A</li> <li>• Material weaknesses identified by the Auditor in the A-133 Report (if applicable) – N/A</li> <li>• Auditor’s designation as low-risk sub-recipient in the A-133 Report (if applicable) – N/A</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4</li> <li>• Material weaknesses identified by the Auditor in the annual independent audit – 4</li> <li>• Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4</li> <li>• This LEA did not submit an A-133 audit</li> </ul>	1.5	1.5
5	Other data available to OSSE regarding the LEA’s compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> <li>• Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2015 grants cycle</li> </ul>	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> <li>• LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement</li> </ul>	1	1
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	<ul style="list-style-type: none"> <li>• Math assessment: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup</li> <li>• Reading assessment: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup</li> </ul>	N/A	N/A

		<b>LEA performance results on the Partnership for Assessment of Readiness for College and Careers (PARCC) assessment and National Center and State Collaborative (NCSC) Alternative Assessment for the students with disabilities subgroup:</b>	<b>Math</b>	<b>Reading</b>
	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c <sup>1</sup>	Proficiency rates are calculated based on the following performance levels: <ul style="list-style-type: none"> <li>• PARCC Level 4: Percentage of students who met expectations</li> <li>• PARCC Level 5: Percentage of students who exceeded expectations</li> <li>• NCSC Level 3: Percentage of students who met expectations</li> <li>• NCSC Level 4: Percentage of students who exceeded expectations</li> <li>• N/A — LEA did not meet minimum “n” size for disability subgroup</li> </ul>	N/A	N/A
<b>8</b>	Evidence of correction of findings of noncompliance that were issued in FFY 2015 and due for correction in FFY 2016, including progress toward full compliance	<ul style="list-style-type: none"> <li>• The LEA was not issued any findings of noncompliance in FFY 2015 due for correction in FFY 2016.</li> </ul>	N/A	N/A
<b>Total Number of Points Achieved</b>				8.5
<b>Total Possible Points from Applicable Elements</b>				9.5
<b>Percentage of Points Achieved from Applicable Elements</b>				89%

<sup>1</sup> For FFY 2015 IDEA Part B Determinations, OSSE is reporting the performance of each LEA’s students with disabilities (SWD) subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2015 National Center and State Collaborative (NCSC) Alternative Assessment. This indicator will not be assigned a weight for this year.

# Appendix F



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

**EDUCATION**

May 31, 2018

Emin Cavusoglu  
Head of School  
Harmony DC Public Charter School  
62 T St. NE  
Washington, DC 20002

Re: Results of 2017-18 School Year Child Find Policy Review

Dear Mr. Cavusoglu:

As the state education agency (SEA) for the District of Columbia, the Office of the State Superintendent of Education (OSSE) is responsible for monitoring and enforcing the implementation of the Individuals with Disabilities Education Act (IDEA) in all local education agencies (LEAs) and public agencies in the District of Columbia (34 CFR §300.600). IDEA regulations require OSSE to ensure that all children with disabilities residing in the District of Columbia who are in need of special education and related services are identified, located, and evaluated (34 CFR §300.111). This is known as the “Child Find” requirement under IDEA.

On March 15, 2018, Harmony DC Public Charter School (PCS) was notified about the results of OSSE’s Child Find data review which found that Harmony DC PCS identified 14.89 percent of its students as receiving services under IDEA in 2017-18 school year. In addition to the Child Find data review, OSSE also requested Harmony DC PCS to submit its Child Find policies, practices, and procedures to ensure that identification rates are not the results of inappropriate policies and procedures.

After careful review, OSSE has determined that the Child Find policies, practices, and procedures submitted by your LEA are compliant with IDEA and local law. As your current policies are compliant and your identification rate is above 8.5 percent, OSSE requires no further action from your LEA in this area at this time.

If you have any questions, please contact Denise Nedab at (202) 741-5521 or [Deniseb.Nedab@dc.gov](mailto:Deniseb.Nedab@dc.gov). Thank you for your participation in this review process and your continued work to improve results for children with disabilities.

Sincerely,

Sharon Gaskins  
Deputy Assistant Superintendent of Accountability, Performance and Support  
Division of Systems and Supports, K-12

cc: Elisabeth Morse, Interim Assistant Superintendent, Division of Systems and Supports, K-12  
Avni Murray, Manager, Equity & Fidelity, DC Public Charter School Board

# Appendix G



Charter School Solutions

Board of Directors  
Harmony DC PCS - School of Excellence  
62 T Street NE, Washington DC, 20002

Ladies and Gentlemen,

Charter School Solutions is a non-profit organization dedicated to the advancement of public charter schools in the United States. After learning of the needs of Harmony D.C. and listening to your presentation, the Board of Directors of Charter School Solutions is prepared to commit \$2,000,000 in support to you over the next three (3) years.

In addition, we have approved the disbursement of \$490,000 for the 2017-2018 school year. Such amounts are available upon your written request.

During the subsequent years, Charter School Solutions would expect to receive periodic updates illustrating how you are continuing to progress along the path that you initially set forth. Depending upon your reasonable progress towards your goals, the CSS Board will approve the release of subsequent amounts.

It is our pleasure to support your organization and we look forward to helping you better serve the students of Washington D.C.

Sincerely,

Jason H. Yagci, MS  
Chief Executive officer