

Appendix A

Charter Agreement Amendment

FIFTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ACADEMY OF HOPE ADULT PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Academy of Hope Adult Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**"), and the DC Public Charter School Board (originally "PCSB", hereinafter "**DC PCSB**" or the "**Charter Board**"; collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on June 24, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 et seq., as amended (the "**Act**");

WHEREAS, on July 21, 2014, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to relocate its campus;

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct a typo in its enrollment ceiling;

WHEREAS, on November 16, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change its goals and academic achievement expectations; and

WHEREAS, on May 16, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change its campus locations.

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

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 Section 2.3 of the Charter Agreement is struck in its entirety and replaced with the following.

2.3. Goals and Academic Achievement Expectations.

A. The School Corporation has selected as its measure of academic achievement expectations for its Adult Education programming the indicators listed in the corresponding Performance Management Framework ("**PMF**").

(i) Changes to the PMF implemented by DC PCSB after a public hearing and notice period for public comments, including changes in state

assessments, performance indicators, floors, targets, formulas, and weights 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 the School Corporation elects not to accept, the School Corporation shall provide DC PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

(ii) The School Corporation currently operates one campus. 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 individually by DC PCSB using the measurement of academic achievement expectations and goals outlined in this Section. ("**Campus**" is defined by DC PCSB's *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the DC Office of the State Superintendent of Education ("**OSSE**"). A campus may have a distinct grade span, such as early childhood, elementary, middle, or high school, or a combination of the above. A campus may be in the same facility or different facilities.)

B. Standard for charter review and renewal. The School Corporation's five-year charter review will occur in school year 2018-19; its ten-year charter review will occur in school year 2023-24; and its fifteen-year charter renewal will occur in school year 2028-29. The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

Five-Year Charter Review: At its five-year charter review, has earned at least 40% of the weighted scores in three out of four categories (previously named indicators) on the PMF for all but one of the following school years: SY 2014-15, 2015-16, 2016-17, and 2017-18.

Ten-Year Charter Review: At its ten-year charter review, obtains an average PMF score for school years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 equal to or exceeding 45%.

Charter Renewal: At its fifteen-year charter renewal, obtains an average PMF score for school years 2023-24, 2024-25, 2025-26, 2026-27, and 2027-28 equal to or exceeding 50%.

Improvement Provision: In cases where a School has not achieved the above thresholds, the DC PCSB Board may, at its discretion, determine that a School has met its goals and academic achievement expectations if it has demonstrated consistent improvement on overall

PMF scores over the course of the most recent five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

C. If applicable, the School Corporation shall conduct district-wide assessments for its students and shall report the scores to DC PCSB in a timely manner, if DC PCSB does not receive them directly from OSSE.

D. The School Corporation shall provide DC 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 bases against which the School will be evaluated by DC PCSB, or the manner in which the School will conduct district-wide assessments, if applicable, in accordance with DC PCSB's *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* and no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

SECTION 2. CHARTER AGREEMENT

2.1 Reservation of Rights. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 Continuing Effectiveness. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

SECTION 3. OTHER PROVISIONS

3.1 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

3.2 Counterparts and Electronic Signature. This Amendment may be signed by the Parties 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 by either of the parties shall have the same effect as original signatures.

3.3 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and

enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

3.4 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

3.5 No Third-Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "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.

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

3.7 Construction. This Amendment 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.

3.8 Dispute Resolution. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

3.9 Notices. Any notice or other communication 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 of address is delivered) shall be as follows:

If to DC PCSB:

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

If to the School Corporation:

Academy of Hope Adult Public Charter School
2315 18th Place, NE
Washington, D.C. 20018
Attention: Leicester Johnson
leicester@aohdc.org
(202) 269-6623

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

**ACADEMY OF HOPE ADULT
PUBLIC CHARTER SCHOOL**

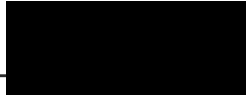
**DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD**

By: 

Mark Kutner

Academy of Hope PCS Board Chair

Date:

By:  _____

Rick Cruz

DC PCSB Board Chair

Date: 11/19/18

Appendix B

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

AND

ACADEMY OF HOPE ADULT PUBLIC CHARTER SCHOOL

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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 ACADEMY OF HOPE ADULT PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

WHEREAS, pursuant to the Congressionally-enacted District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the “**Act**”), PCSB has authority to charter, monitor, oversee, 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 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 not be required to provide PCSB a petition for a charter revision 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 provide a high quality adult basic education in a manner that changes lives and improves our community.

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)(E) of the Act, the School shall provide instruction to students aged 18 and older.

B. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act in order to instruct students in any other age/grade.

2.3 [Academic Achievement and Goals](#).

A. Students will achieve a high level of academic and workforce readiness skills and will be prepared to enter postsecondary education, training, and jobs that will support a family. This goal will be measured using the following indicators:

Measures	Performance	Assessment Tools
Student Progress	<p>70% of Beginning Literacy learners who complete basic literacy instruction will demonstrate readiness for ABE level course work by scoring a 221 on CASAS Reading.</p> <p>70% of Adult Basic Education students who complete 100 hours or more of instruction will increase their reading and/or math skills by at least two grade levels as measured by CASAS.</p> <p>50% of learners enrolled for 12 or more instructional hours will advance at least one National Reporting Standard Educational Functioning Level as measured by CASAS.</p>	Reading – CASAS Life and Work
Student Achievement	<p>70% of Adult Secondary students who attempt the GED exam will pass.</p> <p>70% of NEDP students entering the Assessment Phase of the program will earn a high school diploma within a year.</p> <p>75% of students who take the Internet and Computing Core Certification (IC3) exam will pass the exam.</p>	<p>Official GED Test</p> <p>National External Diploma Program assessments</p> <p>IC3 certifying exam or other certifications</p>
Career/College Readiness	<p>75% of learners with post-secondary goal will enter a postsecondary educational, occupational skills training program, or an apprenticeship training program.</p> <p>On an annual basis, 75% of individuals who have the goal of earning a college degree will place into credit bearing courses at post-secondary institutions.</p> <p>70% of students who graduate with employment goal will obtain or retain employment, receive a promotion or wage increases.</p>	<p>College Placement Exam (e.g. Accuplacer</p> <p>Graduate/Follow-up Surveys and Job Placement Forms</p>

Leading Indicators	<p>The daily in-seat attendance rate for enrolled students will meet or exceed 65%.</p> <p>65% of students will re-enroll annually until academic or career goals identified in their individual career plan are achieved.</p>	<p>Daily attendance reports</p> <p>Annual re-enrollment numbers</p> <p>Individual career/development plans</p>
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B. The School Corporation shall be evaluated in accordance with the following mission-specific and/or non-academic goals as set forth in its Petition:

Other/Mission Related Goals	<p>The School will consistently meet the needs of adult learners as indicated by an 80% overall rating of good (4) or above on the School’s course and program evaluations (minimum of a 50% response rate).</p>	<p>The School’s student program/course evaluation form, rating of 4 or 5 on question number 4.</p>
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C. The School Corporation shall test every enrolled student in the grades tested by district-wide assessments in core academic subjects (i.e., math, reading, science, and social studies) and report the scores to PCSB in a timely manner, to the extent such testing is required in such subject and applicable to adult education public charter schools pursuant to District of Columbia law.

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

E. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School’s academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other basis against which the School will be evaluated by PCSB, or the manner in which the School will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

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 elects to be treated as a local educational agency 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 601 Edgewood Street, NE, Suite 25, Washington, DC 20017; and a second campus will be located at 3700 9th St., SE, Washington, DC 20032 (each, 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, at the locations identified in Section 3.1.A. 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), ages 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 or occupation of an additional location. 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 aged 18 or over, 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 which shall be limited for purposes of §38-1804.03 to no more than 300 students in the first Academic Year, with such limit growing to a maximum of 1000 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 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 for longer than five (5) days to PCSB within ten (10) days of the expulsion or suspension and will

maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data for each campus separately.

3.4 [Complaint Resolution Process](#). Pursuant to §38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to students 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 (see Attachment D).

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

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

SECTION 4. GOVERNANCE

4.1 Organization. The School Corporation is and shall remain a District of Columbia nonprofit corporation in accordance with the District of Columbia Nonprofit Corporation Act, as now and hereafter in effect, or any successor statute.

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

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

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

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

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

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

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

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

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

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

B. The School Corporation shall follow the requirements of §38-1802.04(c)(1) of the Act for contracts entered into with a third party for the management of the School, other than the third party designated in its petition (a “**School Management Contract**”). The School Corporation shall submit a written request for approval to PCSB before canceling, terminating, or materially amending, modifying, or supplementing any School Management Contract; however, such a request shall be deemed approved unless PCSB notifies the School Corporation within sixty (60) days of submission of a request for approval that the request has been denied and the reason(s) for denial.

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

D. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that PCSB does not have any responsibility for the debts or action of the School Corporation or the School. The School Corporation shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

5.5 Insurance.. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. The Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its

Board of Trustees to be reasonably necessary, subject to the availability of such insurance on commercially reasonable terms. The School Corporation's current insurance certificate (See Attachment I) has been submitted to PCSB..

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 officers, 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 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](#). The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in Attachment J (but no later than the time the School Corporation announces such departure publicly) to PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

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

7.9 [Events of Default](#). The School Corporation shall promptly report to PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation 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. In its Annual Report, the School Corporation shall provide PCSB a schedule of all such 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 30, 2014; if the School fails to secure use of the School Property by August 14, 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.

SECTION 10. OTHER PROVISIONS

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

10.2 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of PCSB in the exercise of any power, right, or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

10.3 Counterparts and Electronic Signature or Signature by Facsimile. This Agreement and any amendments, waivers, consents, or supplements hereto or in connection herewith may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures or

signatures received by facsimile by either of the parties shall have the same effect as original signatures.

10.4 [Entire Agreement; Amendments.](#) This Agreement, together with all the attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

10.6 [Assignment.](#) The Charter runs solely and exclusively to the benefit of the School Corporation and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

10.7 [No Third Party Beneficiary.](#) Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement. “**Person**” shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

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

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

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

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

If to PCSB:

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

If to the School Corporation:

Academy of Hope Adult Public Charter School
601 Edgewood St, NE, Suite 25
Washington, D.C. 20017
Attention: Leicester Johnson
Email: leicester@aohdc.org
Telephone: (202) 269-6623

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.

**ACADEMY OF HOPE ADULT PUBLIC
CHARTER SCHOOL**

[REDACTED]

By: JENNIFER CLINTON

Title: VICE CHAIR, BOARD OF DIRECTORS

Date: 6/24/14

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**

[REDACTED]

By:

Title:

Date:

Attachment K: Maximum Enrollment

Grade	Academic Year 2014	Academic Year 2015	Academic Year 2016	Academic Year 2017	Academic Year 2018
Adult	300	500	750	850	1,000
Total	300	500	750	850	1,000

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 Schedule

ATTACHMENT A

DRAFT

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

As required by the District of Columbia Public Charter School Reform Act, the School Corporation will have an autonomous Board of Trustees dedicated to sound fiscal management, governance, and successful operations of the school. The Board of Trustees will be composed of existing Academy of Hope board members who continue to serve as the Board of Trustees of the School Corporation, two adult learners, and additional new members nominated and selected from a pool of volunteers, community members, and individuals with expertise in education, business, or other areas that directly benefit the charter school and its students. As required by the School Reform Act, the School Corporation's Board of Trustees will be majority District of Columbia residents.

The Founding Group consists of nine individuals, seven of whom have agreed to become members of the Board of Trustees. The Founding Group will be responsible for recruiting additional board members, revising the board handbook, and ensuring that the School Corporation complies with all laws, rules and regulations applicable to District of Columbia nonprofit corporations and public charter schools. New Trustees shall serve for a term of three years and will be staggered to allow for continuity in succession.

The Board is responsible for establishing policies in the areas of personnel, educational programming, financial management, student discipline, organizational performance, and other areas as needed or as mandated by the District of Columbia or federal law. Expectations and goals for Trustees of Academy of Hope Adult Public Charter School are set forth in the bylaws and conflict of interest policies. Academy of Hope currently has a conflict of interest policy. The founding board will ensure that current conflicts of interest policies are in compliance and meet charter school requirements. Currently, there are no existing relationships that would pose actual or perceived conflicts if the application were approved. To avoid or mitigate any conflicts of interest, Trustees will be required to complete the annual conflicts of interest questionnaire. Trustees acknowledge through their signature receipt, understanding, agreement, compliance, and awareness of the charitable nature of the organization. In connection with any actual or possible conflicts of interest, a Trustee must disclose the existence of his or her financial interest in writing to the board as promptly as possible. He or she and must also disclose all material facts to the directors and members of committees with board delegated powers considering the proposed transaction or arrangement or, if the transaction or arrangement has already been entered into, to the board.

Additional rules and policies will be further detailed in the Board of Trustees Manual that will be developed during the planning year. The Board Manual will include rules and policies concerning: legal documents (e.g., charter by-laws); strategic plans (e.g., Accountability Plan, Resource Development Plan, Financial Management Plan); membership organization and operation (e.g., job descriptions, performance expectations, committee descriptions, calendar,

agendas, minutes, Founder/Executive Director reports); finance and resource development (e.g., fiscal policies, budget, audits); public and community relations; school code of conduct (e.g. discipline policies, Board’s appeal hearing processes); and human resources and personnel (e.g., guidelines for hiring and evaluations of Executive Director, personnel, and school staff and student policies including grievance policies).

The chief administrator of the school is the Chief Executive Officer (“CEO”), who reports to the Board of Trustees. The Board is responsible for recruiting and evaluating the CEO. The CEO is responsible for the recruitment, hiring, and management of the remaining staff.

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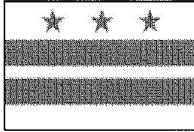
ATTACHMENT B

DRAFT

Attachment B: Articles of Incorporation and Bylaws

Initial File #: 901955

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



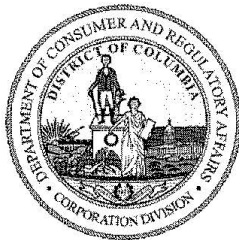
C E R T I F I C A T E

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

ACADEMY OF HOPE ADULT PUBLIC CHARTER SCHOOL

Effective Date: 5/30/2014

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 5/30/2014 9:42 AM



Business and Professional Licensing Administration



PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: p14ellte

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
OF
ACADEMY OF HOPE, INC.

TO: DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
DISTRICT OF COLUMBIA

FIRST: The name of the Corporation is Academy of Hope, Inc.

SECOND: The following amendments of the Articles of Incorporation of the Corporation were adopted by the Corporation in the manner prescribed by the District of Columbia Nonprofit Corporation Act:

Article FIRST is hereby amended and restated to read:

“FIRST: The name of the Corporation is Academy of Hope Adult Public Charter School”

Article THIRD is educational hereby amended and restated to read:

“THIRD: The Corporation is organized exclusively for charitable and purposes under Section 501(c)(3) of the Internal Revenue Code, or any corresponding section of future federal tax code. Specifically, the Corporation’s sole purpose is to found and operate a District of Columbia Public Charter School to be known as “Academy of Hope Adult Public Charter School.” The Corporation shall have in furtherance of the aforesaid purpose all of the powers conferred upon corporations organized pursuant to the District of Columbia Nonprofit Corporation Act, including without limitation the power to solicit grants and contribution for such purpose.”

Article SEVENTH is educational hereby amended and restated to read:

DCRA Corp. Div.

MAY 3 11 2016


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"SEVENTH: Upon the dissolution of this Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal or to a state or local government, in each case in a manner consistent with the requirements of applicable law, as more specifically provided in the bylaws of the Corporation.

THIRD: The amendment was adopted by a consent in writing executed by all the members of the Board of Trustees in office, there being no members having voting rights in respect of the Corporation.

Dated:

ACADEMY OF HOPE, INC.


Name
Title Board Chair

Attest;


Secretary

ARTICLES OF INCORPORATION
OF
THE ACADEMY OF HOPE

BY:

MAY 30

TO: The Department of Consumer and Regulatory Affairs, Business Regulation Administration, Corporations Divisions, 614 H Street, N.W., Washington D.C. 20001.

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the NON PROFIT CORPORATION ACT (D.C. Code, 1981 Edition, Title 29, Chapter 5), adopt the following Articles of Incorporation:

- FIRST: The name of this corporation is THE ACADEMY OF HOPE.
- SECOND: The period of duration of this corporation is perpetual.
- THIRD: The purposes for which the corporation is organized are the following;
- (1) to provide courses in adult education for students who want to prepare for the GED exam, want to receive one of the corporation's certificates, or who want to further their basic education;
 - (2) to encourage and empower each student to set and achieve their personal goals;
 - (3) to establish a long-term presence in the Adams Morgan and Shaw neighborhoods, with the potential to expand into other neighborhoods in the District of Columbia, to develop meaningful relationships, heal wounded self-esteem and build bridges into the mainstream of society;
 - (4) to call forth and empower servant leaders in the black, hispanic and other ethnic minority communities;
 - (5) to raise funds, independently or in conjunction with others, to fund or finance any aspect of the programs of the corporation, and to conduct any and all other activities as shall from time to

time be found appropriate in connection with the foregoing and as are lawful for non profit corporations.

FOURTH: The corporation shall have no members and no classes of members.

FIFTH: The corporation shall be managed by a board of directors. The number of directors, the manner of their election or appointment, the length of their terms and their duties and responsibilities shall be provided in the by-laws.

SIXTH: No part of the assets, income or profit of the corporation shall inure to the benefit of any director or officer of the corporation or to any individual, except that reasonable compensation may be paid for services rendered to or for the corporation, affecting one or more of its purposes.

SEVENTH: In the event of dissolution, all the remaining assets and property of the corporation shall, after necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or, to another organization to be used in such manner as, in the judgement of the board of directors, will best accomplish the general purposes for which this corporation was formed.

EIGHTH: The address of the registered office of the corporation is the following:

2122 CALIFORNIA STREET, N.W. #662
WASHINGTON, D.C. 20008

The name and address of the registered agent are the following:

Tom Brown
2122 California St. N.W. #662
Washington D.C. 20008

NINTH: The number of directors constituting the initial board of directors is seven. The names and addresses, including street number and zip code, of the persons who are to serve as the initial board of directors until the first annual meeting or until their successors are elected or appointed and qualified are:

Gloria Adams 1023 Fairmont St. N.W. Apt. 204
Washington D.C. 20001

Linda Andrews 1651 Lamont St. N.W. #3C
 Washington D.C. 20010

Nolan Bosley-Smith 1527 Upshaw St. N.W.
 Washington D.C. 20010

Tom Brown 2122 California St. N.W. #662
 Washington D.C. 20008

Camille Cormier 1812 Ontario Pl. N.W.
 Washington D.C. 20009

Lisa Doan 1845 Summit Pl. N.W. #601
 Washington D.C. 20009

John Knechtle 3442 Sleepy Hollow Road
 Falls Church, VA 22044


TENTH: The name and address, including street number and zip code, of each incorporator are:


Nolan Bosley-Smith 1527 Upshaw St. N.W.
 Washington D.C. 20010


Tom Brown 2122 California St. N.W. #662
 Washington D.C. 20008

John Knechtle 3442 Sleepy Hollow Road
 Falls Church, VA 22044


Washington D.C.

Date: May 10, 1990 Signature: 

Date: May 10, 1990 Signature: 

Date: May 10, 1990 Signature: 

I, Erin Saluberry, a Notary Public, hereby certify that on the 10th day of May, 1990 Nolan Bosley-Smith, Tom Brown and John Knechtle appeared before me and signed the foregoing document as incorporators, and have averred that the statements contained therein are true. 1 1

(NOTARY SEAL) 

My commission expires on 2/28/93.

**AMENDED AND RESTATED BY-LAWS OF
ACADEMY OF HOPE ADULT PUBLIC CHARTER SCHOOL**

ARTICLE I
GENERAL AND PURPOSE

Section 1.01. Name. The name of the corporation is Academy of Hope Adult Public Charter School, hereinafter referred to as the "**Academy**").

Section 1.02. Nonprofit Purpose.

- a) The Academy is organized exclusively for one or more of the purposes as specified in Section 501(c) (3) of the Internal Revenue Code.
- b) As required by the District of Columbia School Reform Act of 1995, as amended, DC Code §38-1800.01 et seq. (the "**School Reform Act**") the sole purpose of the Academy shall be the operation of a District of Columbia public charter school known as "Academy of Hope Public Charter School."
- c) The Academy shall be operated in a manner consistent with the charter granted to the Academy by the District of Columbia Public Charter School Board (the "Chartering Authority") in accordance with the School Reform Act.
- d) No substantial part of the activities of the Academy shall be the carrying on of propaganda, or otherwise attempting to influence legislation except as otherwise provided by Section 501(h) of the Internal Revenue Code, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. This Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.
- e) In any taxable year in which the Academy is a private foundation as described in Section 509(a) of the Internal Revenue Code, the Corporation (1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; (2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; (3) shall not retain any excess business holdings as defined in Section 493(c) of the Internal Revenue Code; (4) shall not make any investments in such manner as to subject the Corporation to tax under Section 4944 of the Internal Revenue Code; and (5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Section 1.03. Dissolution Upon Loss of Charter; Distribution of Assets. The Academy shall be dissolved in accordance with the School Reform Act (the "SRA"), D.C. Code §38-

1802.13a when (1) the Charter is revoked by the Chartering Authority, (2) the Charter is not renewed by the Chartering Authority, or (3) the Academy voluntarily relinquishes the Charter. If the Corporation is dissolved following the revocation of the Charter by the Chartering Authority, the non-renewal of the Charter by the Chartering Authority, or the voluntary relinquishment of the Charter by the Corporation, then any assets to be distributed pursuant to a plan of distribution under the SRA shall be transferred to the State Education Office of the District of Columbia and used solely for educational purposes. In the event this section is inconsistent with the Articles of Incorporation, this provision prevails.

Section 1.04 . Registered Office. The Academy shall maintain a registered office within the District of Columbia at a location designated by the Board of Trustees. The Academy may also have offices in other locations, as deemed necessary by the Board of Trustees.

ARTICLE II

AUTHORITY AND DUTIES OF DIRECTORS

Section 2.01. Authority of Directors. The Board of Trustees, hereinafter referred to as the "Board," is the policy-making body of the Academy, and directs all aspects of the property, affairs and business of the Board of Trustees, in accordance with the law, the Articles of Incorporation, the Charter, and these Bylaws. The Board may delegate the management of the Academy's activities to any person(s), management company or committees; however, the Board has the ultimate authority over the management of all activities and affairs and execution of all corporate powers. The Board may rescind any assignment, referral or delegation of authority at any time.

Section 2.02. Specific Powers. The Board shall have the following powers in addition to any other powers outlined in these Bylaws and permitted by law:

- a) To select and remove all of the officers, agents and employees of the Academy; to prescribe powers and duties for them that are consistent with the law, the Academy's Articles of Incorporation or these Bylaws; and to fix their compensation;
- b) To conduct, manage and control the affairs and activities of the Academy and to make rules and regulations that are consistent with the law, the Academy's Articles of Incorporation or these Bylaws, as it deems best;
- c) To adopt, make, modify, and use a corporate seal from time-to-time, as it deems best;
- d) To acquire real property for use as the Academy's facilities;
- e) To receive and disburse funds for Corporate purposes and approve the annual budget, programs, and expenditures evaluated against the Academy's Mission and Vision;
- f) To secure appropriate insurance and to make contracts and leases, including agreements to procure or purchase services, equipment, and supplies;

-
- g) 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;
 - h) To solicit and accept any grant or gifts for corporate purposes, which are not subject to any condition contrary to any law or the Academy's Charter and the Academy maintains for financial reporting purposes separate accounts for grants or gifts;
 - i) To sue and be sued in the Academy's own name;
 - j) To determine the Academy's mission and vision and ensure that the Academy effectively fulfills its mission and achieves its vision, and to set forth, measure, act upon, and communicate board goals and status, as outlined in Board Policies;
 - k) To adopt policy and procedures which adhere to the Academy's Mission Statement and will govern the Academy;
 - l) To select, appoint, evaluate, and/or remove the Executive Director who shall be responsible for carrying out the work of the Academy in accordance with the policies established by the Board of Trustees, and to provide the Executive Director with moral and professional support necessary to achieve the Academy's goals; and,
 - m) To carry out other duties as described in the Charter granted by the Charting Authority, including the submission of an annual report on the extent to which the Academy is meeting its mission and goals.

Section 2.02. Number, Selection, and Tenure. The Board shall include an odd number of members, which shall be not less than seven (7) nor more than fifteen (15) (each, hereinafter, referred to as a "Trustee"). Vacancies to the Board shall be filled by a majority vote of the Board. Each Trustee shall hold office for a term of three years following their election. Trustees may serve two consecutive terms. Following a one-year break in service, a Trustee may again be elected to serve on the Board.

Section 2.03. Qualifications of Trustees. A majority of Trustees shall be residents of the District of Columbia. From and after the commencement of operations of the Academy as a District of Columbia Public Charter School, at least two Trustees shall be current adult learners enrolled in the Academy, who shall be elected to the Board by a process to be adopted and modified by the Board from time to time.

Section 2.04. Vacancies to the Board of Trustees shall be filled by a vote of a majority of the Trustees

Section 2.05. Resignation, Termination, Absence. Resignation from the Board must be in writing and received by the Secretary. A Board member shall be dropped for excess absences

from the Board if s/he has four unexcused absences from Board meetings in a year. A Board member may be removed for other reasons by a three-fourths vote of the remaining Trustees.

Section 2.06. Regular Meetings. The Board shall hold at least five (5) board meetings per fiscal year; four regular meeting and one annual meeting. Between regular meetings, board members will receive monthly board updates via written report or conference call. The Chair and/or Executive Committee may call additional meetings as necessary. At least one of each of the regularly scheduled meetings of the Board shall be open to the public and shall be advertised by the Board within the community, in such manner as the Board shall determine, to promote attendance of the community.

Section 2.07. Annual Meeting. The annual meeting shall occur in June at such date, time, and location, as the Board shall determine. The annual meeting may be held with or in lieu of a regularly scheduled meeting.

Section 2.08. Notice. Meetings may be called by the Chair or at the request of any two Trustees by notice emailed, mailed, or telephoned to the address of each Trustee included in the register of Trustees maintained by the Secretary of the Board.

Section 2.09. Quorum. A quorum shall consist of a majority of the Board then appointed attending in person or through teleconferencing. If less than a majority of the Trustees is present at said meeting, a majority of the Trustees present may adjourn the meeting on occasion without further notice.

Section 2.10. Voting. Each Trustee shall have one vote. All decisions will be by majority vote of those present at a meeting at which a quorum is present. Proxy voting is allowed. Votes by proxy should be in writing and delivered to the secretary of the board in advance of the meeting.

Section 2.11. Action Without a Meeting. Whenever the Nonprofit Code requires or permits Trustees to take action by vote, such action may be taken without a meeting with consent in writing, or email setting forth the action so taken, is signed by all of the Trustees entitled to vote.

Section 2.12. Attendance Requirement. Trustees are expected to prepare for and regularly attend Board meetings. Any Trustee who misses in excess of three regularly scheduled Board meetings in any fiscal year may be removed by a majority vote of the Board (excluding such Trustee). Trustees may participate in a meeting via conference call or similar communication.

Section 2.13. Compensation. Directors shall serve without compensation with the exception that expenses incurred in the furtherance of the Academy's business are allowed to be reimbursed with documentation and prior approval by the Board.

ARTICLE III
AUTHORITY AND DUTIES OF OFFICERS

Section 3.01. Officers. The Academy shall have the following officers, who shall be designated as officers of the Board and must concurrently serve as Trustees: one Chair, up to two Vice Chairs, a Secretary and a Treasurer. No person may serve concurrently as two or more of the Chair, Secretary and/or Treasurer.

Section 3.02. Appointment of Officers and Terms of Office. All officers shall be elected by a vote of the Board at the annual meeting. Each officer shall hold office for the term of one year beginning September 1 following his/her election. Each officer shall remain in office through August 31. An officer shall serve no more than three (3) consecutive terms in the office to which elected. If any office becomes vacant, the Trustees may elect any qualified Trustee to fill such vacancy, who shall hold office for the unexpired term of his or her predecessor. A Trustee may be elected to serve as Chair for up to two full two-year terms beyond his or her second three-year term as a Trustee, in which case the Chair's term as a Trustee will be extended until his or her last term as Chair expires.

Section 3.03. Resignation. An officer may resign by delivering written notice of such resignation, together with the effective date of such resignation, to the Secretary.

Section 3.04. Removal. An officer may be removed by the Board of Trustees at a meeting, or by action in writing, whenever in the Board's judgment the best interests of the Academy will be served thereby. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 3.05. Chair. The Chair shall: 1) prepare the agenda for the Board of Trustees meetings; 2) preside at all meetings of the Board of Trustees; 3) appoint all chairpersons of committees, with the advice and consent of the Board of Trustees; 4) prepare with the Treasurer, Executive Director, and the Finance Committee, a budget for submission to the Board of Trustees; and 5) perform such other duties customary to that office.

Section 3.06. Vice-Chair. The Vice-Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair. The Vice-Chair shall have such powers and perform such duties as may be delegated to him or her by the Chair or prescribed by the Board.

Section 3.07. Secretary. The Secretary shall ensure that each Trustee receives notice of all Board meetings. The Secretary shall keep the minutes of all Board meetings and shall in general perform all other duties as required.

Section 3.08. Treasurer. The Treasurer shall: 1) oversee, along with the Board of Trustees, the accounting of all funds, securities, evidence of indebtedness and other valuable documents of the Academy; 2) serve as chairperson of the Finance [and Audit] Committee; 3) make financial reports as required by the Board of Trustees; and 4) perform all duties incident to the office.

ARTICLE IV
ADMINISTRATIVE OFFICERS

Section 4.01. Executive Director. The Executive Director shall be the chief executive officer and chief administrative officer of the Academy. Subject to the oversight of the Board of Trustees, he or she shall exercise the duties and powers incident to such title as provided herein or provided by law and shall exercise other powers and perform other duties as may be assigned to him/her by the Board of Trustees from time to time.

Section 4.02. Duties of Executive Director. The Executive Director shall, subject to the direction of the Board, (1) be responsible for general supervision of the business and affairs of the Academy, (2) be responsible for providing broad leadership and direction to the Academy and (3) establish and maintain management systems needed to ensure and report on the implementation of policies established by the Board of Trustees. In addition, the Executive Director shall assist the Board Chair in the preparation of agendas for meetings of the Board and shall generally be expected to attend and participate in all Board meetings as a non-voting participant.

Section 4.03. Appointment and Removal of Executive Director. The Executive Director, who shall serve at the will of the Board, shall be appointed by a majority of the Trustees of the Academy. The Executive Director may be removed, with or without cause, by a majority of the Trustees of the Academy. The Executive Director shall report to the Board and, between Board meetings, to the Board Chair.

Section 4.04. Certain Limitations on Authority of the Executive Director. The Executive Director may sign on behalf of the Academy, individually or together with the Board Chair, Secretary, or Treasurer or any other proper officer of the Academy thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or the Bylaws to some other officer or agent of the Academy, or shall be required by the law to be otherwise signed or executed. Subject to the Academy's conflict of interest policies as the same shall be adopted from time-to-time, the Board of Trustees hereby authorizes the Executive Director to sign on behalf of the Academy such contracts as the Executive Director determines in his/her discretion to be consistent with the Charter, the budget, the purposes and powers of the Academy and in the best interests of the Academy, without specific approval of the Board of Trustees, involving expenditures or commitments not exceeding \$25,000 or of a term of more than 12 months (unless terminable by the Academy without penalty).

Section 4.05. Subordinate Officers. The subordinate officers of the Academy are all administrative officers below the office of Executive Director. The Executive Director shall designate those individuals who shall serve as subordinate officers, and they shall have such duties as are from time-to-time assigned to them by the Executive Director.

ARTICLE V

INDEMNIFICATION

5.01 General. The Academy shall indemnify any officer or Trustee to the extent the individual was successful, on the merits or otherwise, in the defense of any proceeding to which the individual was a party because the individual was an officer or Trustee of the Academy against reasonable expenses incurred by the individual in connection with the proceeding.

- a) Except as otherwise provided in Bylaws, the Academy shall, without the requirement of any additional authorization by the Board of Trustees, also indemnify an officer or Trustee who is a party to a proceeding because he or she is or was an officer or Trustee against liability incurred in the proceeding if the individual:
 - (1) Acted in good faith;
 - (2) Reasonably believed: (A) In the case of conduct in an official capacity, that the conduct was in the best interests of the Academy; and (B) In all other cases, that the individual's conduct was at least not opposed to the best interests of the Academy;
 - (3) In the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful; and
 - (4) In the case of an employee benefit plan, reasonably believed such actions to be in the interests of the participants in and the beneficiaries of the plan.
- b) The Academy shall have the right to select attorneys and to approve any legal expenses incurred in connection with any suit, action or proceeding to which this indemnification applies.
- c) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent is not, in itself, determinative that the officer or Trustee did not meet the standard of conduct contained in this Article.
- d) Unless ordered by a court of competent jurisdiction, the Academy shall not indemnify an officer or Trustee:
 - ii) In connection with a proceeding by or in the right of the Academy, except that the Academy may indemnify the individual for reasonable expenses incurred in connection with the proceeding if it is determined that the individual met the relevant standard of conduct under this Section 5.01; or
 - iii) In connection with any proceeding with respect to conduct for which the individual was adjudged liable on the basis that the officer or Trustee received a financial benefit to which the individual was not entitled, whether or not it involved any action in the individual's official capacity.

Section 5.02. Advance of Expenses. The Academy shall, before final disposition of a proceeding and without the requirement of any additional authorization by the Board of Trustees, advance funds to pay for or reimburse the reasonable expenses incurred by an individual who is a party to a proceeding because he or she was an officer or Trustee if the individual delivers to the Academy (1) a written statement signed by the individual setting forth his or her good faith belief that he or she has met the relevant standard of conduct described in these Bylaws and the Nonprofit Code; and (2) an undertaking in the form of an unlimited general obligation to repay any funds advanced if the individual is not entitled to indemnification under these Bylaws or mandatory indemnification under the Nonprofit Code.

Section 5.03. Determination of Indemnification. The Academy shall not indemnify an officer or Trustee this Article unless the Board of Trustees determines, in accordance with this subsection that indemnification of the individual is permissible because he or she has met the relevant standard of conduct in the Bylaws and the Nonprofit Code. The determination shall be made:

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

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

Section 5.04. Disinterested Trustees. For purposes of this Article V, a "disinterested Trustee" shall mean a Trustee who, at the time of a vote referred to in this Article XI, is not:

- a) A party to the proceeding; or
- b) An individual having a familial, financial, professional, or employment relationship with the Trustee whose indemnification or advance for expenses is the subject of the decision

being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Trustee's judgment when voting on the decision being made.

Section 5.05. Insurance. Except as may be otherwise provided under provisions of law, the Board of Trustees may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Academy (including a director, officer, employee or other agent of the Academy) against liabilities asserted against or incurred by the agent or arising out of the agent's status as such, whether or not the Academy would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

Section 5.06. Severability. Each provision of this Article V is intended to be severable, and if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article V.

ARTICLE VI ADVISORY BOARDS AND COMMITTEES

Section 6.01. Establishment. The Board may establish one or more Advisory Boards and Board Committees (Standing and Special). The establishment of any such board or committee and the delegation thereto of authority shall not operate to relieve the Board of Trustees or any individual Trustee of any responsibility imposed upon it /him/her by law.

Section 6.02. Size, Duration, and Responsibilities. The size, duration, and responsibilities of such boards and committees shall be established by a resolution adopted by a majority of the Trustees then in office. The resolution shall specify the primary responsibilities and authority of each committee. Each committee shall include two or more Trustees and shall be chaired by a Trustee, but may include non-directors if so specified in the resolution, but only if such committee is merely advisory in nature. All committees shall report their activities, findings and recommendations to the Board.

Section 6.03. Executive Committee. There shall be an Executive Committee of the Board consisting of the Chair, Vice-Chair, Secretary, Treasurer, and other standing committee chairs, and the immediate past Chair (for one (1) year following the transition of officers). The Executive Committee shall exercise the powers of the Board between Board meetings subject to ratification by the Board of Trustees at the next meeting of the Board of Trustees.

Section 6.04 Other Standing Committees. In addition to the executive committee, the board shall maintain 4 standing committees including [finance/audit, development, committee on the board, and program].

ARTICLE VII MISCELLANEOUS

Section 7.01. Fiscal Year. The fiscal year of the Academy shall be July 1 – June 30.¹

Section 7.02. Books and Records. Accurate books of account of the activities and transactions of the Academy shall be kept at the office of the Academy. These shall include a minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these Bylaws, Copies of signed Conflicts of interest forms, and all minutes of meetings of the Board of Trustees.

ARTICLE VIII
CONFLICTS OF INTEREST

All board members should always act based on the best interests of the Academy, and no board member should use his or her position for personal benefit, for the benefit of friends or relatives, or to further any outside interests or personal agenda. Annually, the board shall review and adopt a conflicts of interest policy. The conflicts of interest policy shall be distributed annually to all Trustees, Officers, members, and advisory committees, and employees. All covered individuals shall sign an annual acknowledgement that they have received a copy of this policy, understand it, agree to abide by its terms.

ARTICLE IX
AMENDMENT OF BYLAWS

Except as otherwise provided, these Bylaws may be altered, amended, repealed, or replaced by new bylaws if adopted by a vote of two-thirds (2/3) of the Board members who are present provided prior notice of at least five days is given of the intention to alter, amend, repeal, replace, or adopt new bylaws.

**Adopted by the Board of Directors
July 24, 1999**

**Revised by Board of Directors
December 1, 2001**

**Revised by Board of Directors
September 24, 2005**

**Revised by Board of Directors
August 28, 2007**

**Revised by Board of Directors
September 25, 2010**

**Revised by Board of Directors
June 18, 2011**

¹ This is a requirement of the PCSB.

**Revised by Board of Directors (to reflect requirements for charter school & School Reform Act)
December 20, 2013**

**Revised by Board of Directors
June 17, 2014**

ATTACHMENT C

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

Health: Our facilities will comply with all applicable health and safety laws and regulations of the District and the Federal government. We will comply with all Americans with Disabilities Act (ADA) requirements to ensure that students and staff with disabilities can access our facility and will ensure that all reasonable measures are taken to ensure the safety of our students and staff. We will submit reports to PCSB as required, showing that the charter school's facilities comply with applicable health and safety laws and regulations.

Safety: We will comply with the District of Columbia's Fire Prevention Code and make our facility available for inspection by D.C. Department of Consumer and Regulatory Affairs and Fire and Emergency Medical Services officials. Academy of Hope 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.

As mandated by Section §38-1802.04(c)(4)(B) of the DC School Reform Act, each year Academy of Hope PCS will submit a report to the District of Columbia Public Charter School Board that verifies the school's facilities comply with the applicable health and safety laws and regulations of the District of Columbia and the federal government. The report will be open to the public and, upon request, the report will be made readily available

ATTACHMENT D

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



Excellence in Adult Education Since 1985

Board of Directors

Kerry Lenahan, *Chair*
Healthy Directions

Jennifer Clinton, *Vice-Chair*
National Council for International
Visitors (NCIV)

Diane Folckemmer, *Secretary*
Navigant

Arthur Budich, *Treasurer*
Calibre CPA Group

Patrina Clark
Pivotal Practices Consulting LLC

Hazel Denton
Educator

Kim R. Ford
UDC Community College

Scott Hallworth
Capital One

Kate Moore
Retired Educator & Public Servant

Sarah Oldmixon
The Community Foundation,
National Capital Area

Terry Salinger
American Institutes for Research

Anshu Sheth
AFL-CIO

Jessica Venegas
Community Solutions, Inc.

Leicester Johnson, *Executive
Director*
Ex officio

June 6, 2014

Scott Pearson
Executive Director
DC Public Charter School Board
3333 14th St NW Suite 210
Washington DC 20010

Dear Mr. Pearson:

This letter is provided to assure the District of Columbia Public Charter School Board that Academy of Hope Public Charter School (AOH PCS) will seek, obtain and maintain full accreditation of educational programs and services offered at the school. Currently, Academy of Hope is accredited through ProLiteracy International. ProLiteracy Accreditation is the only national accreditation system available in the adult education and literacy field. It provides a recognizable stamp of quality for local literacy providers. ProLiteracy builds on a set of established professional practices, 16 standards that offer a clear set of outcomes against which all literacy organizations can assess their performance. Academy of Hope is also a licensed non-degree educational institution in the District of Columbia.

AOH's Pro-Literacy accreditation will expire in spring 2017. In addition to Pro-Literacy, AOH PCS will pursue the American Council on Education and Middle States Association of Colleges and Schools accreditation.

Sincerely,

Jennifer Clinton, Ph.D.
Board Vice Chair



ATTACHMENT E

Attachment E: Relationship Between School and Employees

The School Corporation will be committed to the selection of personnel on the basis of training, experience, merit, character, and ability. The School Corporation will select the best-qualified individual for each job regardless of race, creed, color, national origin, age, sex, marital status, political affiliation, sexual orientation, or any other status protected by law. The School Corporation will meet the Federal Requirements of the Americans with Disabilities Act with respect to hiring all personnel. All personnel will be classified as at-will employees.

A critical component of any highly effective school is a highly effective and engaged staff. As part of the effort to attract the very best staff, Academy of Hope PCS will become recognized as a great place to work because of our innovative employment practices. We will offer a competitive salary and benefits package to our employees, based on research into local compensation patterns, and will develop policies for salaries, staff evaluation and retention, and benefit plans (including pensions), and related issues that reflect best practices for schools and nonprofits. Each staff will also have individual professional development accounts and will participate in regular in-house training activities (see education plan for details). We also will meet all EEO and ADA requirements and will seek to hire a diverse staff. All staff members will be asked to attest to being drug-free and will be asked to consent to a drug test if requested. All employment-related policies will be finalized by early 2014.

In the event that AOHPSC hires one or more employees of the District of Columbia Public Schools (DCPS) on temporary leave from their DCPS schools, AOHPSC will comply with applicable law, including the District of Columbia School Reform Act, in relation to the terms of such employment, including benefits provided to any such employees.

ATTACHMENT F

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"> • Meeting minutes from the most recent board meeting <i>*(*Can be uploaded to Epicenter)</i> • BOT membership roster <i>*</i>
Leadership roles have been filled.	<ul style="list-style-type: none"> • Organizational Chart with names • Contracts, including position description

Staffing

Area of Review	Examples of Acceptable Documentation
The number of teachers and staff, including special education and/ or ELL teachers	<ul style="list-style-type: none"> • Staffing plan • Teacher roster
Employee roles and responsibilities have been clearly articulated	<ul style="list-style-type: none"> • Staff position descriptions
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"> • Employee handbook <i>*</i> • Confirmation of Receipt (e.g., form from handbook; staff meeting sign-in; etc.)
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none"> • Background check clearances <i>*</i>
Each teacher has been offered a retirement plan (this is not required, but is recommended).	<ul style="list-style-type: none"> • DC Teacher Retirement Opt In/Opt Out Form, or similar form.
Leave of absence forms for former DCPS employees have been processed and are on file.	<ul style="list-style-type: none"> • Leave of absence forms on file and reflect processing through DCPS
Plan for when teachers are absent	<ul style="list-style-type: none"> • Copy of school’s plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.)

Curriculum and Instruction

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

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

Students

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

Operations

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

Facilities, Furnishings and Equipment

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

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

ATTACHMENT G

Attachment G: Random Selection Process

Student referrals serve as a significant source of new students. Typically, recruitment has not been difficult for AOH. We have had waiting lists for many years, and have enrolled over 400 adult learners annually. Call-in registration generally closes within 45 minutes. To ensure continued public awareness and maximum enrollment, we will incorporate additional outreach efforts including participation in various community meetings, use of our website, distribution of marketing material throughout DC, and referrals from other community agencies and literacy hotlines. Additional efforts will include, but will not be limited to:

- Presentations/Information sessions to the local community, neighborhood clubs, libraries, churches and other organizations;
- Display signs and posters in frequented venues throughout the immediate and surrounding communities;
- Open houses and information sessions at the School; and
- Use of radio and bus ads and community calendars.

Recruitment materials will also be posted in highly frequented areas such as community shopping establishments, laundromats, libraries, and churches. Staff will attend resource fairs, and continue to participate in community and resident association meetings. Using an “each one, reach one approach,” we will provide incentives for students that encourage a friend to attend an information session or enroll.

Timeline for student recruitment, registration and enrollment

Timelin	Activities
April - June	Active recruitment begins for trimester 1
May - July	Host Open Houses at both campuses
July – August	Registration and Intake Procedures Completed; Public Lottery and Waitlist when Registrants Exceed Spaces in any Course
September - December	Recruitment and registration for Trimester 2
January - March	Recruitment and registration for Trimester 3

If there are more applicants than there are slots, the School will hold a lottery approximately one week after the registration deadline. Once all slots have been filled, remaining learners will be placed on a waiting list. Detailed procedures are provided below.

Registration

- All applicants call in during registration period.
- Applicants receive an intake date.

Intake

- Students complete an application in person and bring proof of residency. Each application will be assigned an ID number.
- Students will be assessed and advised for placement in appropriate skill level courses (essential, work and life, academic, or bridge).
- We will continue to add students until a course level is filled.
- If there are more applications than seats in a course level, the School will hold a lottery.

Lottery

- Application numbers for each course level will be entered into a computerized integer generator.
- Applicant numbers generated will be enrolled in classes until classes are filled.
- All other students will be added to the wait list by application submission date.

Lottery Groups

- Students must complete intake to enter the lottery. The lottery determines if a student is enrolled and taking classes or if s/he is put on a wait list to enroll later.
- The lottery is random and selections will occur at specific intervals during the session.
- Using student ID numbers, the outcome of the lottery will be announced online at www.aohdc.org or students may call to check their status.

Enrolled Students

- Students in this group start classes at the start of the session.
- Students must maintain active enrollment to keep their seat in the class.

Wait List #1

- Students in this group will be ordered by application submission date and will be offered enrollment when space is available.

ATTACHMENT H

Attachment H: Disciplinary Policies

Academy of Hope Adult Public Charter School believes that every student should have the opportunity to learn skills and values that are necessary for personal development. Our disciplinary plan is developed so that students behave in a safe, orderly way for an effective learning environment. Every student has the right to learn and be safe, and no one has the right to interrupt learning or make others feel unsafe. During the first week of class, students receive their schedules and all students participate in a formal orientation, which is an intensive introduction to the school. The orientation provides students an opportunity to meet other program participants and to get to know the School's faculty and staff. The orientation will provide an overview of the School's programs, policies, and procedures, including a thorough introduction to the School's Student Code of Conduct.

The Student Code of Conduct will include clear statements of policy regarding treatment of others (students, staff and volunteers), attendance, late arrival, attire, and hygiene. The consequences of violating these policies will be clearly described, as well as a process for students who have complaints about peers, staff, school policies, or disciplinary actions. In accordance with DCMR Title 25, serious violations of school policy and/or breaches of the Student Code of Conduct may lead a student to be suspended or expelled. Each student will be asked to sign a student contract containing the Student Code of Conduct, indicating his or her willingness to abide by all school policies.

Standards of Conduct

- The School is a place where we want to encourage learning and personal growth. We expect all students, teachers and staff to respect one another at all times. We want to encourage and support one another as we learn and grow together in order to meet our goals.
- The School does not allow any kind of alcohol or drug use on our school grounds. Students who come to school under the influence of substances will be asked to leave. We want Academy of Hope to be a safe place for all students and staff.
- The School does not tolerate any kind of violence. Students who become violent with other classmates or staff people will be suspended for a period of time determined by the executive director. Violence is considered physically striking someone or using strong abusive or threatening language toward someone.
- The School forbids all of its students from harassing any other student, volunteer, or staff member because of the other person's race, skin color, religion, sex, age, disability, home country, personal appearance, sexual orientation, or any other reason prohibited by law. Harassment is prohibited at the Academy itself and at social or educational activities (for example, parties, field trips) conducted or sponsored by the Academy. If you are concerned that you may have been harassed by a classmate, volunteer or staff member, please speak with an Academy staff member, the

Secondary/Post-Secondary Education Director, the Executive Director, or the President of the Board of Directors.

Academy of Hope Conduct Consequences Chart

Major Infractions

Violation	Specifics and examples	Consequences and resources
Drugs	<ul style="list-style-type: none"> • Use/ Under the Influence <ul style="list-style-type: none"> ○ Suspicion of use (smell or physical/mental appearance) ○ Credible information of use (sight) ○ Drug paraphernalia or actual drugs/alcohol • Selling <ul style="list-style-type: none"> ○ Credible information of selling. ○ Drug paraphernalia or actual drugs/alcohol. 	<p>1st instance: Asked to leave school for the day. On return to school will meet with AoH management staff.</p> <p>2nd instance: Contract with suspension provisions (if applicable) and meet with AoH management staff.</p> <p>Automatic suspension: Use of drugs on premise (one session)</p> <p>Automatic expulsion: Selling drugs on premise (at least one year)</p>
Violence	<ul style="list-style-type: none"> • Physically striking someone. • Using strong abusive or threatening language. • Brandishing, showing or threatening to use weapons on premises (Including but not limited to: knives, brass knuckles, nunchucks, taser, stun gun, pepper spray, mace or use of everyday items as a weapon.) 	<p>Automatic expulsion: Brandishing, showing or threatening to use weapons. Physically assaulting someone.</p>
Harassment	<ul style="list-style-type: none"> • Use of language, written or spoken, that exhibits discrimination or disrespect towards another person based on the persons: <ul style="list-style-type: none"> ○ race, skin color, religion, sex, age, disability, home country, personal appearance, sexual orientation, or any other reason prohibited by law. • Sexual harassment: <ul style="list-style-type: none"> ○ Unwelcome sexual advances. ○ Unwelcome verbal or physical conduct of a sexual nature. ○ Graphic verbal comments about an individual's body. ○ Sexually or otherwise degrading comments, jokes, gestures or sounds. ○ Unwelcome touching. ○ Unwanted pressure for dates. ○ Sexually suggestive objects or materials. 	<p>1st instance: In-school suspension at administrator's discretion, meet with AoH management staff.</p> <p>2nd instance: Expulsion</p> <p>Sexual harassment: 1st instance: Out of school suspension 2nd instance: Expulsion</p>
Theft	<ul style="list-style-type: none"> • Theft of office equipment or other's (staff or student) personal belongings. 	<p>1st instance: Expulsion</p>

* Police may be contacted for major infractions.

Minor Infractions

Violation	Specifics and examples	Consequences and resources
Disruptive Behavior	<ul style="list-style-type: none"> • Display of actions that halts learning and leads to negative changes in the educational environment: <ul style="list-style-type: none"> ○ Outbursts or verbal interactions. ○ Using profanity. ○ Purposefully misdirecting the class. ○ Defiant/Confrontational behavior 	<p>1st instance: Teacher can ask student to leave at any time during their class.</p> <p>2nd instance: Person referred to restorative justice team to develop restorative measures contract.</p> <p>3rd instance: In-school suspension</p>
Cell phone or electronic device use	<ul style="list-style-type: none"> • Cell phones or electronic devices are visible during class time. • Cell phones or electronic devices not turned off or on 'silent mode'. 	<p>1st instance: Verbal warning from teacher or teacher may ask student to leave class.</p> <p>2nd instance: Teacher may ask student to leave class.</p> <p>3rd or repeated instances: Teacher may only allow student back in class after student meets with AoH management staff.</p>
Inappropriate technology use	<ul style="list-style-type: none"> • Accessing, transmitting, or otherwise making use of pornographic materials of any kind available over the Internet is not permitted. • Any form of harassment activity from AoH computers including but not limited to email transmissions is not permitted in any form. • Accessing, transmitting, or otherwise making use of "hate-group" or materials of any kind available over the Internet that may cause discomfort to any racial or ethnic group is not permitted. • Illegal duplication or transmission of protected software is not permitted. 	<p>1st instance: Immediate forfeiture of AoH computer access privileges for personal use, up to one week. (Does not include in class technology use)</p> <p>2nd instance: Contract with suspension provisions (if applicable) and meet with AoH management staff.</p>
Dress Code	<ul style="list-style-type: none"> • Shorts or skirts more than 3 inches above the knee • Low slung pants • Halter tops or tank tops for men • Sheer clothing, shirts cut above the waist or shirts containing obscene words • Hats, both for men and for women (unless for religious or ethnic reasons) • Tight revealing clothing, spandex tights, or torn clothing 	<p>1st instance: Asked to correct violation or asked to leave school for the day.</p> <p>2nd instance: Asked to leave school for the day. On return to school will meet with AoH management staff.</p>
Solicitation (non-approved)	<ul style="list-style-type: none"> • The sale or promotion of non-AoH approved goods or services is not permitted. (To receive approval, students should speak with a site manager.) • Stolen items or illegal items/ services are not permitted. 	<p>1st instance: Verbal warning, AoH staff may ask student to leave.</p> <p>2nd instance: Asked to leave school for the day. On return to school will meet with AoH management staff. (see Theft and Drugs violations for consequences involving those infractions)</p>

EXPULSION = Not permitted to attend classes for current session or next session if current session is ending.
 MAJOR SUSPENSION = Suspension of 5 to 10 days
 MINOR SUSPENSION = Suspension of 1 to 5 days

ATTACHMENT I

16 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
66 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
VM insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: 3



Policy Number: 42 SBA VM6616 SA

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: ACADEMY OF HOPE
(No., Street, Town, State, Zip Code)

601 EDGEWOOD STREET NE STE 25
WASHINGTON DC 20017

Policy Period: From 12/20/13 To 12/20/14 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: LAMBERT RIDDLE SCHIMMEL & CO LLLP
Code: 640068

Previous Policy Number: 42 SBA VM6616

Named Insured is: NON PROFIT

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$6,896

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by _____
Authorized Representative Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 42 SBA VM6616

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001



601 EDGEWOOD STREET NE STE 25
WASHINGTON DC 20017

Description of Business:

SCHOOL - PRIVATE ACADEMIC NOC

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 383,800

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

LOSS PAYEE: 'A' APPLIES
LOSS PAYEE: 'B' APPLIES

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 42 SBA VM6616

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

STRETCH FOR SCHOOLS
FORM: SS 40 42
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGES. A SUMMARY OF THE
COVERAGES LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGES:

FORM SS 40 93
THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:

30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 42 SBA VM6616

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 001

* 3700 9TH ST. SE
WASHINGTON DC 20032

Description of Business:
SCHOOL - PRIVATE ACADEMIC NOC

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

\$ 14,300

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES

\$ 10,000

OUTSIDE THE PREMISES

\$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 42 SEA VM6616

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 Building: 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

STRETCH FOR SCHOOLS
FORM: SS 40 42
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS
COVERAGE: \$ 50,000
FORM SS 40 93
THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR: 30 DAYS

Form SS 00 02 12 06
Process Date: 11/04/13

Page 005 (CONTINUED ON NEXT PAGE)
Policy Expiration Date: 12/20/14

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 42 SBA VM6616

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO ALL LOCATIONS**

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGES 12 MONTHS ACTUAL LOSS SUSTAINED
COVERAGES INCLUDES THE FOLLOWING
COVERAGES EXTENSIONS:

ACTION OF CIVIL AUTHORITY: 30 DAYS
EXTENDED BUSINESS INCOME: 30 CONSECUTIVE DAYS

EMPLOYEE DISHONESTY: FORM SS 04 42
DEDUCTIBLE: \$1000
EACH OCCURRENCE \$ 30,000

EQUIPMENT BREAKDOWN COVERAGE
COVERAGES FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS
HAZARDOUS SUBSTANCES \$ 50,000
EXPEDITING EXPENSES \$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 42 SBA VM6616

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

UMBRELLA LIABILITY - SEE
SCHEDULE ATTACHED

TENANT'S LEGAL LIABILITY COVERAGE
FORM SS 40 98
LOCATION: 001 BUILDING: 001 \$ 300,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 42 SBA VM6616

LOSS PAYEE 'A':
FORM SS 12 12

PROPERTY:

PNC BANK NATIONAL ASSOCIATION
8800 TINICUM BLVD
PHILADELPHIA, PA. 19153
CREDIT LINE

LOSS PAYEE 'B':
FORM SS 12 12

PROPERTY:

MARLIN BUSINESS BANK
C/O INSURANCE SERVICE CENTER
PO BOX 368
MARLTON, NJ. 08053
BUSINESS PERSONAL PROPERTY

Form Numbers of Forms and Endorsements that apply:

SS 00 01 04 93	SS 00 05 12 06	SS 00 07 07 05	SS 00 08 04 05
SS 84 52 09 07	SS 01 36 02 08	SS 40 56 04 05	SS 04 19 07 05
SS 04 22 07 05	SS 04 30 07 05	SS 04 39 07 05	SS 04 41 07 05
SS 04 42 09 07	SS 04 45 07 05	SS 04 46 10 08	SS 04 47 04 09
SS 04 80 03 00	SS 40 18 07 05	SS 40 42 09 07	SS 40 53 07 05
SS 40 93 07 05	SS 40 98 04 05	SS 41 12 12 07	SS 41 51 10 09
SS 41 62 06 11	SS 41 63 06 11	IH 10 01 09 86	SS 05 21 04 05
SS 05 47 09 01	SS 50 57 04 05	SS 05 71 04 05	SS 12 12 03 92
SS 50 02 09 01	SS 50 19 03 12	SS 02 70 10 08	IH 99 40 04 09
IH 99 41 04 09	SX 80 01 06 97	SS 38 25 12 07	SS 83 76 03 12

Form SS 00 02 12 06
Process Date: 11/04/13

Page 008

Policy Expiration Date: 12/20/14



Insurer: HARTFORD CASUALTY INSURANCE COMPANY
 ONE HARTFORD PLAZA, HARTFORD, CT 06155

EDUCATOR'S LEGAL LIABILITY COVERAGE DECLARATIONS

THE COVERAGE AFFORDED BY THIS COVERAGE PART IS CLAIMS-MADE COVERAGE. THERE ARE CERTAIN CIRCUMSTANCES IN WHICH YOU MUST BE PROVIDED THE OPPORTUNITY TO PURCHASE EXTENDED REPORTING PERIOD COVERAGE. THESE ARE EXPLAINED IN YOUR POLICY. PLEASE READ ALL PROVISIONS AND CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, SPECIFIED COVERAGE OF THIS INSURANCE ARE LIMITED GENERALLY TO LIABILITY FOR INJURIES FOR WHICH CLAIMS ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO US WHILE THE INSURANCE IS IN FORCE.

This Declarations Page, with Common Policy Conditions, Educator's Legal Liability Coverage Form and Endorsements, if any, issued to form a part thereof, shall together constitute this Educator's Legal Liability Coverage Part, which in turn forms a part of Policy Number shown below.

None of the provisions of the policy to which this Coverage Part is attached, except for the Nuclear Energy Liability Exclusion, apply to the Educator's Legal Liability insurance provided hereunder.

Wherever the word "policy" appears in this form or in endorsements attached to or made a part of this Coverage Part, it means "coverage part".

POLICY NUMBER: 42 SBA VM6616

Named Insured and Mailing Address: ACADEMY OF HOPE

601 EDGEWOOD STREET NE STE 25
 WASHINGTON DC 20017

Policy Period **From:** 12/20/13 **To:** 12/20/14
 12:01 A.M., Standard time at the address of the named insured as stated herein.

Premium: \$ 468

Limits Of Insurance: \$1,000,000 Each Claim Limit
 \$1,000,000 Wrongful Act Liability
 Aggregate Limit

Retroactive Date: 12/20/07 If no date is entered, the Retroactive Date is the same as the effective date of this Coverage Part.

Deductible: \$ 2,500 Deductible – Each Claim

Form Numbers Of Forms and Endorsements that apply: Common Policy Conditions, Form SS 00 05, Exclusion – Nuclear Energy Liability, SS 05 47
 SS02451008 SS02741008 SS02701008

Countersigned by _____
 (where required by law) Authorized Representative Date

Form SS 02 70 10 08

Process Date: 11/04/13

Policy Expiration Date: 12/20/14

Insurer: HARTFORD CASUALTY INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06155



This Declarations Page, with Umbrella Liability Provisions and Endorsements, if any, issued to form a part thereof, shall together constitute this Umbrella Liability Supplemental Contract, which in turn forms a part of Policy Number shown below.

None of the provisions of the policy to which this Supplemental Contract is attached applies to the Umbrella Liability Insurance provided hereunder.

Wherever the word "policy" appears in this form or in endorsements attached to or made a part of this Supplemental Contract, it means "Supplemental Contract".

POLICY NUMBER: 42 SBA VM6616

DECLARATIONS

Named Insured and Mailing Address: ACADEMY OF HOPE

601 EDGEWOOD STREET NE STE 25
WASHINGTON DC 20017

Policy Period From: 12/20/13 To: 12/20/14
12:01 A.M., Standard time at the address of the named insured as stated herein.

Premium \$ INCLUDED ADVANCE PREMIUM

Self Insured Retention \$10,000 each occurrence

The Limits of Insurance subject to all the terms of this policy that apply are:

Each Occurrence \$ 1,000,000 Products-Completed Operations Aggregate Limit \$ 1,000,000

General Aggregate Limit (Other than Products - Completed Operations, Bodily Injury By Disease and Automobile) \$ 1,000,000 Bodily Injury By Disease Aggregate Limit \$ 1,000,000

Schedule of Underlying Insurance Policies

See Attached "Extension Schedule of Underlying Insurance Policies"

Form Numbers of Forms and Endorsements that apply.

SX80041008	SX80020405	SX02351008	SX21030401
SX21040697	SX21050697	SX21300697	SX21590405
SX21610697	SX21821008	SX24330610	SX24580901

Countersigned by _____
Authorized Representative Date

Form SX 80 01 06 97 T Printed in U.S.A. (NS)
Process Date: 11/04/13

Policy Expiration Date: 12/20/14

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. HARTFORD CASUALTY INSURANCE COMPANY

42 SBA VM6616 12/20/13 TO 12/20/14

Type of Coverage

Business Liability - including:

Employees as Additional Insureds
Contractual Liability
Limited Non-Owned Watercraft
Additional Insureds
Damages To Premises Rented To You

Personal and Advertising Injury
 Products/Completed Operations

Hired Auto and Non-Owned Auto

Applicable Limits
Bodily Injury and Property Damage
Liability Combined
\$1,000,000 each occurrence
\$2,000,000 general aggregate

Property Damage Liability
\$ 300,000 each occurrence

\$1,000,000
\$2,000,000 Prod./Comp. Ops.
aggregate
Limit of Liability

B.

Comprehensive Automobile Liability -
Owned Automobiles

Non-Owned Automobiles

Hired Automobiles

Uninsured Motorist

Bodily Injury Liability
each person
each accident
Property Damage Liability
each accident
Bodily Injury and Property Damage
Liability Combined
each accident
each occurrence

C. SENTINEL INSURANCE COMPANY, LIMITED 42 WEC IU7231 12/20/13 TO 12/20/14

Employer's Liability

\$ 500,000 each accident*
\$ 500,000 each employee by
disease*
\$ 500,000 total policy by disease*

D.

Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

**EXTENSION SCHEDULE OF UNDERLYING
INSURANCE POLICIES (Continued)**

POLICY NUMBER: 42 SBA VM6616

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
<input type="checkbox"/> Foreign Commercial General Liability- including: Personal and Advertising Injury Products/Completed Operations	each occurrence Personal and Advertising Injury aggregate Products/Completed Operations aggregate
<input type="checkbox"/> Foreign Contingent Auto Liability	each accident
<input type="checkbox"/> Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

Form SX 80 04 10 08
Process Date: 11/04/13

Policy Expiration Date: 12/20/14 **Page 2 of 2**

ATTACHMENT J

Attachment J: Key Personnel

Executive Director: Leicester Johnson

Chief Academic/Programs Officer: Patricia DeFerrari

Chief Operations Officer: Brian McNamee

ATTACHMENT K

Attachment K: Maximum Enrollment

Grade	Academic Year 2014	Academic Year 2015	Academic Year 2016	Academic Year 2017	Academic Year 2018
Adult	300	500	750	850	1,000
Total	300	500	750	850	1,000

Appendix C

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

<p>Charter Actions Requiring a Vote</p> <p><input type="checkbox"/> Approve a Charter Application (15 yrs)</p> <p><input type="checkbox"/> Approve a Charter Renewal (15 yrs)</p> <p><input type="checkbox"/> Approve Charter Continuance (5 or 10 yrs)</p> <p><input checked="" type="checkbox"/> Approve a Charter Amendment Request</p> <p><input type="checkbox"/> Give a Charter Notice of Concern</p> <p><input type="checkbox"/> Lift the Charter Notice of Concern</p> <p><input type="checkbox"/> Commence Charter Revocation Proceedings</p> <p><input type="checkbox"/> Revoke a Charter</p> <p><input type="checkbox"/> Board Action, Other _____</p>	<p>Non-Voting Board Items</p> <p><input type="checkbox"/> Public Hearing Item</p> <p><input type="checkbox"/> Discussion Item</p> <p><input type="checkbox"/> Read into Record</p>
<p>Policies</p> <p><input type="checkbox"/> Open a New Policy or Changes to a Policy for Public Comment</p> <p><input type="checkbox"/> Approve a New Policy</p> <p><input type="checkbox"/> Approve an Amendment to an Existing Policy</p>	

PREPARED BY: Laterica Quinn, Equity and Fidelity Team

SUBJECT: Charter Amendment: Academy of Hope Adult Public Charter School, New Location

DATE: June 20, 2016

The following proposal was opened for public comment from April 4, 2016 through May 16, 2016, and a public hearing occurred on May 16, 2016. The DC Public Charter School Board ("DC PCSB") did not receive any public comment on this proposal.

Recommendation

DC PCSB staff recommends that the Board approve the charter amendment request of Academy of Hope Adult Public Charter School ("Academy of Hope PCS"), and approve DC PCSB Board Chair Darren Woodruff to sign the amendment on behalf of the Board.

On March 31, 2016, Academy of Hope PCS submitted notification to DC PCSB of its intent to move its Ward 5 facility from 601 Edgewood Street, NE to 2315 18th Place, NE, effective July 1, 2016. The school also operates a second facility in Ward 8 located at 421 Alabama Avenue, SE, which it plans to continue operating in addition to the proposed new location.

Rationale

Academy of Hope PCS is currently in its second year of operation serving adult students at a single campus that is currently comprised of two facilities: 601 Edgewood Street, NE (Ward 5), and 421 Alabama Avenue, SE (Ward 8). The school's mission is to "provide high quality education and services that change lives and improve our communities." According to Academy of Hope PCS's charter agreement amendment application, the school would like to relocate its existing Ward 5 facility to increase the number of students it serves and expand its workforce and career services program. Academy of Hope PCS reports that increasing the number of students it serves and expanding its programming are currently in its strategic plan. The school currently serves approximately 210 students in Ward 5, but relocating to

the proposed new, larger facility located on 18th Place, NE will allow the school to serve up to 400 students.

As noted in the school's charter agreement amendment application, many of the classrooms at its existing Ward 5 facility are "small and cramped," which is not conducive to the students' learning environment. As a result, Academy of Hope PCS intends to purchase the proposed new facility, which is approximately 28,000 square feet and consists of large classrooms and offices that would allow the school to comfortably operate its academic program and school operations at the same location.

The proposed new facility is located 1.5 miles from Academy of Hope PCS's existing facility in Ward 5. To assist students with transportation, Academy of Hope PCS plans to provide roundtrip shuttle bus service from the Rhode Island Avenue Metro Station and the surrounding bus stops. The school also reports it will continue providing tokens to students who are in need of additional transportation assistance.

According to the school's amendment application, "Per the 2014 American Community Survey, there are 9,898 adults without their high school diploma or equivalent in and around the 3 zip codes surrounding the proposed location..." Therefore, Academy of Hope PCS believes remaining in Ward 5 will help to meet a continuing demand for quality adult education services in the communities in and around the [proposed] new location."

Financial Impact

Academy of Hope PCS secured a deal to purchase the proposed new facility at the "favorable price" of \$4.6 million, and the school has obtained a 25-year loan to cover the purchase and necessary repairs of the building. On April 15, 2016 the purchase of this facility at 2315 18th Place, NE was finalized.

Although the school anticipates increased costs for facilities management, transportation and security, Academy of Hope PCS is confident it will remain financially viable given its ability to expand in SY 2016-2017 to serve more students in the proposed new, larger facility. From its first year of operation in SY 2014-2015 when it served 256 students, to the current year in which Academy of Hope PCS serves 334 students, the school's enrollment has grown by approximately 30%. This is faster than the school's projected enrollment rate over the next five years. Upon reviewing the school's budget and finances, DC PCSB staff determined Academy of Hope PCS can remain financially viable if its enrollment continues to grow at a minimum of 20% each school year, which seems very reasonable given the school's capacity to serve up to 400 additional students at the proposed new facility in Ward 5.

To ensure it meets its enrollment projections, Academy of Hope PCS has hired additional staff to focus on student recruitment and retention; and the school has increased its marketing efforts to include print and radio ads, as well as more community open houses. Academy of Hope PCS also plans to raise funds in its three-year capital campaign, which it reports will be used to pay off the school's facility loan debt.

The table below provides 3 different scenarios (no enrollment growth, 20% enrollment growth, and 10% enrollment growth) of how Academy of Hope PCS's finances may be impacted by its purchase of the proposed new facility, depending on its enrollment over the next few years:

	FY16	FY17	FY18	FY19
Net Operating Income	\$ 809,827	\$ 573,664	\$ 603,950	\$ 936,633
Net Income	\$ 551,952	\$ 19,994	\$ 97,767	\$ 432,765
Scenario 1: No enrollment growth				
Net Operating Income	\$ 809,827	\$ (148,943)	\$ (1,716,083)	\$ (2,604,957)
Net Income	\$ 551,952	\$ (702,613)	\$ (2,222,266)	\$ (3,108,825)
Scenario 2: 20% enrollment growth				
Net Operating Income	\$ 809,827	\$ 647,885	\$ 81,851	\$ 434,782
Net Income	\$ 551,952	\$ 94,215	\$ (424,332)	\$ (69,086)
Scenario 3: 10% enrollment growth				
Net Operating Income	\$ 809,827	\$ 249,471	\$ (854,060)	\$ (1,223,258)
Net Income	\$ 551,952	\$ (304,199)	\$ (1,360,243)	\$ (1,727,126)

Notification

On March 31, 2016, Academy of Hope PCS provided verbal notice to DC PCSB of its intent to relocate its existing Ward 5 facility to a new location in that same ward beginning in SY 2016-2017.

On April 8, 2016, the school followed up its verbal notification with a written charter agreement amendment application to formally notify the DC PCSB Board of its plans to relocate.

On April 4, 2016, DC PCSB staff notified Advisory Neighborhood Commissioner ("ANC") Walter DeLeon of Ward 5C02 that Academy of Hope PCS plans to relocate its existing facility in Ward 5 to a new location beginning in SY 2016-2017. DC PCSB also submitted a notice to be published in the DC Register and posted a notice on its website on April 4, 2016, stating it would accept public comment until May 16, 2016. Copies of these public notices in their entirety may be found here:

<http://bit.ly/1N17Jtr>.

Attachment(s) to this Proposal

Attachment A: School's Charter Agreement Amendment Request

Attachment B: Academy of Hope Board Meeting Minutes to Approve the Facility

Separate: Academy of Hope PCS Charter Agreement Amendment

Date: 6/20/16 ✓

PCSB Action: Approved Approved with Changes Rejected

Changes to the Original Proposal:

Attachment A

Academy of Hope PCS Charter Agreement Amendment Application

Part I: General Information

All applicants must complete this section

SUBMITTED BY: **Lecester Johnson – Academy of Hope Adult PCS**
SUBJECT: **Charter Amendment Request for:** (Mark all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Mission or Education Philosophy | <input type="checkbox"/> Replication/Operation of additional campus(es)* *(w/ no changes to grade configurations) |
| <input type="checkbox"/> Goals and Academic Achievement Expectations | <input type="checkbox"/> LEA Status for Special Education |
| <input type="checkbox"/> Grade Levels to be Served | <input type="checkbox"/> Voluntary Closure of a Campus or Grade Level(s) |
| <input type="checkbox"/> Governance Structure (e.g., hiring/dismissal of management companies or changes in bylaws) | <input checked="" type="checkbox"/> Campus location (Part D1) |
| <input type="checkbox"/> Enrollment Ceiling | <input type="checkbox"/> Curriculum, standards, or assessment |

SUBMISSION DATE: **4/8/2016**

SCHOOL BACKGROUND

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

Overview of School Performance

- Provide the following information about your Local Education Agency (LEA) by campus:
 - Campus name(s) and location(s): **Academy of Hope Adult Public Charter School – 601 Edgewood Street NE, Suite 25, Washington, DC 20017; and 421 Alabama Ave. SE, Washington, DC 20032.**
 - Year opened: **1985 as organization/2014 charter agreement executed.**
 - Grade levels served (Currently and at maturation of charter agreement, if applicable): **Adult Education**
 - Date that charter will be eligible for possible renewal: **July 1, 2029**
- Please select the performance indicators below that describe the school’s current performance*: (Mark all that apply)
 - Currently rated Tier 1, or met at least 2/3 of targets on the most recent Accountability Plan, EC, or Adult PMF.
 - School is not currently under corrective action.
 - Has historically met enrollment projections w/in 80% of target.
 - School has been in operation for 3+ years.
 - School is currently accredited. **12/31/17**

*If the school has multiple campuses or varying PMFs, please describe the academic performance of each campus here: **While we have two sites, both are considered one campus.**

PROPOSAL

Academy of Hope Adult Public Charter School submits to the DC Public Charter School Board this application to amend its charter agreement by changing the item(s) selected above. If approved, this amendment will be effective on July, 2016 (leave blank if this has not been determined).

1. Please describe the requested change (provide detail on the selection above). Please describe any planning that is already underway to prepare for the proposed change(s).

Academy of Hope is seeking to relocate its Ward 5 operations from 601 Edgewood Street NE, Washington, DC 20017 to 2315 18th Place NE, Washington, DC 20018.

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

Relocating will allow AoH to expand its workforce and career services and well as increase the number of students served. Currently we serve 210 students in Ward 5, and moving to the new location provide the space to eventually serve 400 students. The building also has large and consistent size classrooms, which are better suited for instruction and school operations. In our current facilitate many of the classrooms are small and cramped. Most classrooms cannot hold more than 10 students; keeping the student teacher ratios extremely low. The school is not able to meet economy of scale.

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

The board has yet to approve the amendment, and will do so at the next board meeting being held on May 21, 2016. On March 2, the board approved the purchase of the building with the intent to relocate once we close on the building. The minutes of that decision are included.

4. How has the school informed its external stakeholders (e.g. local ANC commissioners, neighbors) and internal stakeholders (e.g. staff, parents) of the proposed amendment(s)? Please attach any written communication (e.g., meeting minutes). Please describe any notable support for or opposition to the proposed amendment(s).

In March 2016 Academy of Hope staff met with Walter Deleon the ANC for 5C02 regarding the move. We also emailed the Chairperson, Jacqueline Manning, but received no response (correspondences attached). We held focus groups with current students regarding the relocation (meeting notes included). Staff and volunteers were also given the opportunity to visit and give feedback. The overall AoH community supports the relocation. Between now and next school year, we will continue to engage students, staff, volunteers and other stakeholders regarding the relocation.

Part II: Specific Revision Requests

Section J. Charter Agreement Amendment – New Location or Additional Facility

***ONLY complete this section if applying to amend Campus Location.**

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

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

1. What is the reason for this change in location: [check the reason below that best describes your plan]

Entire campus or school is relocating from current location to a new location?

- A single campus is both staying in its current location AND expanding into a second location (e.g. some grades in one facility and some in a second temporary space until a permanent facility is found.).
- School is replicating an existing campus. (Note: Please complete Section H: Replication)
- School is creating a new campus being housed in a new facility (Note: Please complete Section D: Campus Reconfiguration)

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

421 Alabama Ave SE, Washington, DC 20032. 601 Edgewood Street NE, suite 25, Washington, DC 20017, which is relocating to 2315 18th Place NE, Washington DC 20018

3. Is the proposed new facility a property that you plan to purchase or lease? How many square feet is this space? Which grade level(s) will be at this location?

We are purchasing the 28,000 square foot building. We will teach adult education, (grade levels are not applicable).

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

- a. How will the change in location impact students who currently attend this campus, and how will you ensure that students will re-enroll?
- b. Given that students are expected to move, how will you support families that need transportation?

A) AoH staff will work with students during the final term of the 2015-2016 school year to become familiar with the new location and work with them to re-enroll for the 2016-2017 school year. B) The school is located 1.5 miles from our current location. Examining maps of where our Ward 5 students live, the new location remains close for most students. In fact, for many of our students, the proposed location will be closer than the current one. To assist with transportation, AoH will provide shuttle bus service to and from the Rhode Island Ave. Metro station and surrounding bus stops to the school. We will also maintain our current practice of providing tokens to students who are in need of transportation assistance.

5. Describe the neighborhood of the proposed location (e.g. residential, commercial, metro-accessibility). What value will you bring to this community? In your response, list traditional and public charter schools in close proximity to the new location, identifying schools that serve the same grade span as you will serve at full capacity at this location. Describe how the academic performance, demographics, and mission of your school compare to these schools.

The location of the new facility is in a small semi-industrial area in

Ward 5 with limited but accessible public transportation that connects to major bus and rail lines in the area. Remaining in the Ward 5 community will help to meet a continuing demand for quality adult education services in the communities in and around the new location. Per the 2014 American Community Survey, there are 9,898 adults without their high school diploma or equivalent in and around the 3 zip codes surrounding the proposed location (zip codes 20017, 20018, and 20002). Carlos Rosario International PCS is the only other school serving adults in the area. The remaining charter schools in the area are K-12 schools. Carlos Rosario has a focus on immigrant students.

6. Describe how you have engaged your school's community in the decision to relocate, expand, or divide into this new location. Submit documentation of your communications with your staff and families regarding this new location. Please explain any potential concerns raised by the school's internal community, including students, teachers, etc. (Not applicable if replicating an existing campus.)

Expanding facilities has been a major priority for AoH since becoming a charter school in 2014. Deepening programming and increasing the number of students served is part of our current board approved strategic plan. During the due diligence phase for purchasing the building, we held focus groups with students, volunteers, and staff to obtain feedback on the proposed new facility. Public transportation to the new location was the primary concern raised by our community. We will address this concern by offering shuttle service to and from the Rhode Island Metro station and surrounding bus stops.

7. Describe all community outreach that has been done in the local community of the new school location. Submit documentation of communications with nearby principals, neighbors, ANC representatives, Councilmembers, and others, notifying them of your plans. What concerns, if any, have been brought to your attention and how do you plan to address them?

In March, staff met with Walter Deleon, ANC5C02, who represents the area where the school is located. He has given his initial support for our relocation. We have also emailed ANC5C Chairwoman, Jacqueline Manning, but as of the time of this application have not received a response. Prior to moving, we will continue to reach out to community members near the new location.

8. Will there be newly-created slots for additional students? If so, discuss student recruitment efforts in the new school community.

Yes, AoH will add 190 additional slots for enrollment bringing our total for Ward 5 from 2010 to 400 students. The projected enrollment increase for next school year is 75 students, primarily due to expansion in Ward 8 (adding an evening program). Because of the move and its related disruption, we are not projecting additional enrollment at our Ward 5 location during SY 2017. We will however, maintain the current enrollment. We are projecting an enrollment increase in SY 2018 for Ward 5. To expand our outreach efforts, we are increasing marketing and recruitment efforts to include paid print and radio ads, and expanded community engagement including open houses. We have also hired additional staff to focus primarily on recruitment and student retention.

9. What is the occupancy maximum at the new location? If the maximum occupancy load for staff and students is less than the total number of staff and students who will occupy the facility at any point in the future, please explain how you will address this issue.

The Occupancy maximum at the new location is 1,393.

10. How will the proposed change impact the school's operations and finances? What are the anticipated expenses, and how will the school finance these expenses?

Purchasing this building will add significant increases in cost for facilities management, transportation, and security. AoH will secure a 25-year loan for \$4,600,000 to cover the building purchase and necessary repairs. A five year forecast of revenue and expenses is included as an attachment. Revenue projections are conservative and have been kept flat. Not included in the forecast is additional revenue expected from a three-year capital campaign. Funds raised in the capital campaign will be used to pay off loan debt.

Note: *In addition to your narrative here, please attach a proposed [5-year Operating Budget](#).*

Summary Financials (IS2), v1.4

Academy of Hope Adult Public Charter School - 18th Place Projections

Income Statement	SY15-16	SY16-17	SY17-18	SY18-19	SY19-20	SY20-21
Account	Current	Future	Future	Future	Future	Future
Event	-	-	-	-	-	-
Students	334	405	540	640	640	640
Revenue						
04 - State and Local Revenue	3,953,365	4,755,039	6,433,114	7,736,933	7,951,684	7,969,731
06 - Private Revenue	859,207	877,490	881,540	884,540	884,540	884,540
Total Revenue	5,226,295	5,967,529	7,639,654	8,946,473	9,061,225	9,178,271
Operating Expense						
07 - Staff-Related Expense	3,495,549	4,074,095	5,592,882	6,425,504	6,636,179	6,852,718
08 - Occupancy Expense	391,793	550,284	530,572	545,339	562,579	579,307
09 - Student Expense	129,911	311,004	371,112	419,920	428,018	436,356
09 - General & Admin	400,214	448,483	541,139	618,078	638,904	660,332
Total Operating Expense	4,416,467	5,383,866	7,035,704	8,009,841	8,265,680	8,538,715
Net Operating Income	809,827	573,664	603,950	936,633	795,645	639,557
Interest, Depreciation						
1X - Depreciation, Amortization, & Interest	257,876	553,870	506,184	503,857	493,510	473,810
Total Expense	4,674,343	5,937,736	7,541,888	8,513,708	8,759,190	9,012,524
Net Income	551,952	19,994	97,767	432,765	302,135	165,747
Adjustments To Cash Flow						
Operating Activities						
Net Income	551,952	19,994	97,767	432,765	302,135	165,747
Cash Flow Adjustments	(392,331)	157,397	8,382	5,066	41,444	(440,022)
Net cash increase for year	159,620	177,391	106,148	438,832	343,579	(274,275)
Cash Flow						
Beginning Cash Balance	753,742	913,362	1,090,753	1,196,901	1,635,733	1,979,312
Ending Cash Balance	913,362	1,090,753	1,196,901	1,635,733	1,979,312	1,705,037
Monthly Expense	368,039	448,655	586,309	667,487	688,798	711,560
Months of Cash	2.48	2.43	2.04	2.45	2.67	2.40

Attachment B

Academy of Hope Board Meeting Minutes to Approve the Facility

Academy of Hope

Board of Directors Meeting

March 2, 2016

Edgewood Street NE, Washington DC

Board Members: Patrins Clark (Chair), Hazel Denton, Diane Foldkemmer (by phone), Scott Hallworth (by phone), Mark Kutner, Moe Taylor, Jessica Venegas (by phone), Terry Salinger, and Mary Zrara.

Staff Members: Patricia Deferrari, Leicester Johnson (CEO), Brian McNamee

The meeting was called to order at 7:06 p.m.

1. Leicester used the slides at Attachment 1 to guide the Board discussions of the possible purchase of a building at 2315 18th Place NE, Washington DC. This followed discussion by the Board via conference call on January 6, 2016.
2. The key issues covered were:
 - a. In order to meet the strategic priorities of Academy of Hope, there has to be room for expansion. However, there is no possibility at the location on Edgewood Terrace. The current facilities are no longer suitable given the lack of space for growth, need to scatter staff and students in different buildings, and poor maintenance of the facilities. The lease is due to expire on December 14, 2016.
 - b. A building has been identified at 2315 18th Place NE that has been a K-12 School, and thus has a configuration suitable for an adult education facility.
 - c. As negotiations have secured an option to purchase the building at a favorable price and have secured competitive mortgage interest rate options, a comparison of the cost of continuing to lease versus buying the property favors purchasing. In addition, a Letter of Credit has been obtained.
 - d. Potential funders who have been contacted have indicated support for an owned building but less interest in assisting in upgrading and maintaining leased property.
3. In response to a question about projected enrollment, which is the foundation for revenue projections, it was shown that although there will be room for expansion to the charter-contracted 1,000 students (at the two sites), at the currently expected 409 students to be accommodated in expanded premises for the coming school year, this would be sufficient for the Academy of Hope to be financially viable for several years based on costs as currently known. The expansion would be supported by the hiring of a marketing officer.
4. Detailed discussions were held on the repairs and upgrades that are proposed. Assurances were given that these are presented prioritized by the engineering company which reviewed the building and none would currently jeopardize issuance of a Certificate of Occupancy, or challenge the required insurance policies.
5. The CEO is actively pursuing co-location partners so that the space could be fully occupied as Academy of Hope gradually expands.
6. The site is less accessible from public transportation with some concerns about security. The Academy of Hope proposes to buy two vans, to provide shuttle service from the Rhode Island

Metro to the School. Negotiations with the Department of Transportation have confirmed that the bus stop can be moved closer to the school, and the schedule increased if demand is exhibited. Plans have been made to expand the parking space at the site. In addition, security concerns would be addressed by the hiring of private security guard services.

7. A motion was made that the Board of Directors authorize Academy of Hope staff to proceed with the purchase of 2345 18th Place NE, Washington DC for the price of \$4,625,000. This was proposed by Hazel Denton, seconded by Terry Salinger, and approved unanimously.

The meeting concluded at 8:11 p.m.

Hazel Denton

Secretary

March 2, 2016

Attachment 1 "Building the Future: A New Home for AOH"

Appendix D



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 Updated: November 19, 2018

PURPOSE of This Revision

This revision to the policy ensures that the language throughout the policy is applicable to adult education programs and establishes renewal and review targets for adult education campuses to adopt the Adult Education Performance Management Framework (“AE PMF”) as their charter goals and student academic achievement expectations.

ELECT PMF AS GOALS POLICY

Schools may choose to replace their charter goals and student academic achievement expectations with the Performance Management Framework(s) (“PMF”), 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 a DC public charter schools 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 adopted 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. These supplemental goals must be measurable and feasible to assess objectively. For adult education (“AE”) schools offering career and technical education (“CTE”) programs, CTE goals must be included as mission-specific goals.

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 for PK-8 and HS. For AE schools, the year that the policy goes into effect is school year ("SY") 2018-19. 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 SY 2010-11. The Board formally adopted the EC PMF (now included in the PK-8 PMF) and the AE PMF in school year 2013-14.¹

Through the 2018-19 review cycles, DC 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, DC 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.

DC 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, or any adult education school that has adopted the PMF as goals and student academic achievement expectations to be considered as having met its goals and student academic achievement expectations at its fifth-year charter review, the school's average PMF score for the first four years of operation 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 scores over the four-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, or any adult education school that has adopted the PMF 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 five-year 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 scores over the five-year period. In exercising

¹ While the AE PMF was formally adopted in SY 2014-15, the scoring was not holistic until SY 2018-19, and the Board did not incorporate standards of review and renewal for the AE PMF into the Elect to Adopt the Performance Management Framework as Charter Goals Policy until this revision.

its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

Charter Renewal and Every Review Thereafter

In order for a school serving grades prekindergarten through 12, or any subset thereof, or any adult education school 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, the 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 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 annually released 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, HS, or AE PMF score of 20.0% or lower in the most recent year.
- PK-8, HS, or AE PMF score that is a 5.0% decrease or greater within Tier 3 from one year to the next.
- AE PMF score in SY 2014-15 – SY 2017-18 in which the school earns an N/A or 35.0% or less of the possible points in three or more indicators.
- Any school performing in Tier 3 for any three of the previous five years.

Additional Review Outside of 5-year Cycle

DC PCSB may, as permitted by law,² elect at any time to conduct an “out-of-cycle” review – that is, outside of the reviews that occur every five years. Out-of-cycle reviews may be due to a school's Tier 3 status, or because a school is identified as low-performing by the Office of the State Superintendent of Education (“OSSE”) under ESSA, or for other reasons of poor performance or non-compliance. When conducting such a review, DC PCSB will use the last five years of the school's data to determine if the school is meeting its charter goals

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

under this policy. If a school is reviewed out-of-cycle, DC PCSB will evaluate the school according to the most recent review standard. For example, if a school is in its 7th year of operation, DC PCSB would conduct a review using the previous five years of data to determine if it is meeting the five-year review standard. If a school is in its 12th year of operation, DC PCSB would conduct a review using the previous five years of data to determine if it is meeting the ten-year review standard. These reviews will be in addition to, not in place of, a high stakes review conducted every five years.

New Campuses of Existing LEAs/Campuses with Multiple PMF Frameworks

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

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

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

PK-8 Schools Undergoing Review or Renewal in SY 2017-18 and SY 2018-19

For campuses that transitioned to a new PMF 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 or SY 2018-19, the campuses' standard for review or renewal is as follows:

In order to be deemed as having fully met⁴ the charter goals and academic achievement expectations, the campus will need to have:

- Met all Early Childhood PMF floors in SY 2013-14; and
- Obtained 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 review schools; OR
- Obtained 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
- Obtained 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.

Adult Schools That Have Previously Adopted PMF Measures as Goals

Three adult education schools have previously adopted a version of the PMF as their charter goals prior to SY 2018-19: Academy of Hope Public Charter School (PCS), Community College Preparatory Academy PCS, and LAYC Career Academy PCS. For these schools only, the relevant grandfather clause may apply for their next review, upon the school's adoption of this policy update into its charter agreement.

- An AE school that has previously adopted the PMF as Goals undergoing a five-year review during SY 2018-19⁵:
 - At its fifth-year charter review the campus will need to have earned at least 40% of the weighted scores in three out of four categories (previously named indicators) on the AE PMF (Student Progress, Student Achievement, College and Career Readiness, and Leading Indicators) for all but one of the following school years: SY 2014-15, 2015-16, 2016-17, and 2017-18.⁶
 - Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion,

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

⁵ Academy of Hope PCS is in year five of operation in SY 2018-19.

⁶ This is substantially the same standard for review used to evaluate Community College Preparatory Academy PCS in its fifth-year review, the school having adopted the PMF as its charter goals.

determine that a school has met its goals and student achievement expectations if the campus has demonstrated consistent improvement on overall PMF scores over the four-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

- An AE school that has previously adopted the PMF as Goals undergoing a ten-year charter review in SY 2021-22 or 2022-23⁷:
 - At its tenth-year charter review the campus will need to have earned:
 - At least 50% of the weighted score in three out of four categories (previously named indicators) on the AE PMF (Student Progress, Student Achievement, College and Career Readiness, and Leading Indicators) and at least 45% of the weighted score in the remaining category for each relevant school year: SY 2016-17 and 2017-18, or just SY 2017-18.
 - The school will need to have earned an average AE PMF score equal to or exceeding 45% for all SYs after and including 2018-19.
 - 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 campus has demonstrated consistent improvement on overall PMF scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.
- All AE schools that have previously adopted the PMF as Goals are captured above. There is no AE school that has previously adopted the PMF as Goals undergoing renewal or a subsequent review within the next five years.
- AE schools that did not adopt the PMF as Goals prior to SY 2018-19 that wish to adopt the PMF as Goals in the future will adopt the following language for a review cycle that includes any school year between 2014-15 and 2017-18, inclusive:
 - For each relevant school year 2014-15, 2015-16, 2016-17, and 2017-18, the school must meet the goals and student academic achievement expectations as agreed to in its Charter Agreement. For school years 2018-19 and beyond, the school must meet the standard consistent with that review period (i.e., 10-year review, renewal, or and subsequent reviews) as contained in this policy. The improvement provision will be included.

Board Approval Acknowledged by:



Rick Cruz
DC PCSB Board Chair

⁷ LAYC Career Academy PCS may undergo a ten-year review in SY 2021-22 and Community College Preparatory Academy PCS may undergo a ten-year review in SY 2022-23.

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Appendix E



March 23, 2018

Patrina Clark, Board Chair
Academy of Hope Public Charter School
2315 18th Place NE
Washington, DC 20018

Dear Ms. Clark,

The DC Public Charter School Board (DC PCSB) conducts Qualitative Site Reviews to gather and document evidence to support school oversight. According to the School Reform Act § 38-1802.11, DC PCSB shall monitor the progress of each school in meeting the goals and student academic achievement expectations specified in the school's charter. Your school was selected to undergo a Qualitative Site Review during the 2017-18 school year for the following reason:

- School eligible for 5-year Charter Review during 2018-19 school year

Qualitative Site Review Report

A Qualitative Site Review team conducted on-site reviews of Academy of Hope Public Charter School (Academy of Hope PCS) between January 29, 2018 – February 9, 2018. Enclosed is the team's report. You will find that the Qualitative Site Review Report focuses primarily on the following areas: classroom environment and instruction.

We appreciate the assistance and hospitality that you and your staff gave the monitoring team in conducting the Qualitative Site Review at Academy of Hope PCS.


Naomi DeVeaux
Deputy Director

Enclosures

Cc: Ms. Leicester Johnson, CEO

Qualitative Site Review Report

Date: March 23, 2018

Campus Information

Campus Name: Academy of Hope Public Charter School (Academy of Hope PCS)

Wards: 5 and 8

Grade levels: Adult

Qualitative Site Review Information

Reason for visit: School eligible for 5-year charter review during 2018-19 school year

Two-week window: January 29, 2018 – February 9, 2018

QSR team members: One DC PCSB staff member and three Adult Education consultants

Number of observations: 22

Total enrollment: 306

Students with Disabilities enrollment: N/A – Academy of Hope PCS opted out of Individuals with Disabilities Education Act (IDEA) funding for school year 2017-18

English Language Learners enrollment: 0

In-seat attendance on observation days:

Visit 1: January 29, 2018 – 72.8%

Visit 2: January 31, 2018 – 69.8%

Visit 3: February 6, 2017 – 70.3%

Visit 4: February 7, 2018 – 61.2%

Summary

Academy of Hope PCS' mission is

To provide high quality education and services that change lives and improve our communities.

Academy of Hope PCS is a welcoming and respectful Adult Education school that serves students eighteen and older. The school's programmatic focus is to help their students improve academic skills, earn a General Education Diploma (GED), and become more active participants in their communities. The school employs several strategies to support their mission: using assessment-aligned instructional materials, offering courses during the day and evening, and infusing instruction with motivational messages for student improvement. In one observation students learned about Fran Lebowitz, a famous author who earned her GED. The teacher remarked, "It doesn't matter where we begin. It matters where we are going and where we finish. We can do anything when we put our minds to it."

The QSR team conducted observations at both campuses during the day and in the evening. Overall the team noted that teachers and students were engaged and motivated to work. There was a high level of respect and professionalism among students and between students and teachers. The QSR team noted minimal student tardiness that resulted in some loss of instructional time. Attendance ranged between 60-70%, and observers noted between 1-16 students in each observation. Some team members noted instances when students were on their phones for non-academic reasons or left the classrooms seemingly without permission, but these occurrences were relatively infrequent.

During the QSR two-week window, the team used the Charlotte Danielson *Framework for Teaching* to examine classroom environment and instruction (see Appendix I and II). The QSR team scored 95% of observations as distinguished or proficient in the Classroom Environment domain. This was slightly lower than the score of 98% proficient or distinguished in this domain when the school received their last QSR in 2017 and average for adult education schools, where students self-select to attend school and absenteeism and withdrawals are more common symptoms than off-task behavior of students in class. Half of all observations scored distinguished in *Managing Student Behavior* as student behavior was entirely appropriate. The lowest scoring component was *Managing Classroom Procedures*. Most classrooms had effective procedures, but in some of these observations, there was some loss of instructional time due to ineffective routines. Some classrooms did not have centrally located materials, and as a result, students had to interrupt the teacher's instructions.

The QSR team scored 83% of observations as distinguished or proficient in the Instruction domain. This overall score is also slightly lower than the 86% rated as distinguished or proficient in 2017 and average for adult education schools. There were significantly fewer observations scored as distinguished in all components in this domain than in the Classroom Environment domain. There were also a few unsatisfactory scores in two components: *Communicating with Students* and *Using Discussion Techniques*. The QSR team observed some instances when the teacher had significant content errors or did not provide opportunity for students to discuss content. The highest scoring component in this domain was *Communicating with Students*. In the majority of classrooms teachers invited student participation and thinking on clearly explained learning tasks.

Governance

A member of the QSR team reviewed approved minutes from Academy of Hope PCS' November 18, 2017 board meeting. A quorum was present. The CEO, staff, and board members discussed fundraising, a focus on racial equity in hiring practices, and the upcoming January graduation for fifteen graduates. The school is working on creating a performance dashboard so staff and board members can stay

up-to-date on the school's progress. The board discussed their governance practices and upcoming board elections.

THE CLASSROOM ENVIRONMENT¹

This table summarizes the school’s performance on the Classroom Environment domain of the rubric during the unannounced visits. The label definitions for classroom observations of “distinguished,” “proficient,” “basic,” and “unsatisfactory” are those from the Danielson framework. The QSR team scored 95% of classrooms as “distinguished” or “proficient” for the Classroom Environment domain. Please see Appendix III for a breakdown of each subdomain score.

The Classroom Environment	Evidence	School Wide Rating	
Creating an Environment of Respect and Rapport	<p>The QSR team scored 100% of the observations as distinguished or proficient. Interactions between teachers and students were friendly, respectful, and appropriate at all times. Teachers either addressed students by their first names or by their honorifics. Students eagerly participated and willingly took intellectual risks.</p> <p>In distinguished observations interactions reflected genuine warmth, care for students as individuals, and sensitivity to each person. Teachers and students joked with each other, connected to each other on their out-of-school lives, and encouraged each other.</p>	Distinguished	36%
	<p>One student said to the teacher, “I was right, I told you, but you weren’t listening to me.” The teacher and student laughed and then the teacher responded, “I was listening but I wanted you to check!” They smiled at each other and the student gave a thumbs-up. In another observation the students encouraged each other and engaged in thoughtful interactions, saying, “Can you show me how to do that?” or “Can you say that again, please?”</p>	Proficient	64%
	<p>The QSR team scored none of the observations as basic or unsatisfactory in this component.</p>	Basic	0%
		Unsatisfactory	0%

¹ Teachers may be observed more than once by different review team members.

The Classroom Environment	Evidence	School Wide Rating	
Establishing a Culture for Learning	<p>The QSR team scored 91% of the observations as distinguished or proficient in this component. Overall students put forth tremendous effort and teachers held high expectations. In one observation students celebrated one another for correct answers. In another, the teacher said, "If you saw that (the language pattern), great, pat yourself on the back. If you didn't, don't get discouraged. We're going to keep going until everyone gets it!"</p> <p>In several distinguished observations teachers conveyed genuine passion for the content and the students' ability to be successful. One teacher noted, "This is our last class before we get back in the academic level class where you're getting ready to build skills and get ready for GED. Number sense is really about getting a sense of how numbers work. That might have felt a little weird at first but you picked it up fast!" Some teachers expertly supported individual students through scaffolding.</p>	Distinguished	23%
		Proficient	68%
	<p>The QSR team scored less than 10% of the observations as basic or unsatisfactory in this component.</p>	Basic	9%
		Unsatisfactory	0%
Managing Classroom Procedures	<p>The QSR team scored 91% of the observations as distinguished or proficient in this component. In most observations routines functioned smoothly and there was little loss of instructional time. Most of the time, students either had their materials or teachers had extras available. Students who arrived late to class began working quickly and quietly. In one observation a student got up and began handing out notebooks without teacher prompting. The students in these observations quickly transitioned efficiently between whole group and small group instruction.</p>	Distinguished	5%
		Proficient	86%
	<p>The QSR team scored less than 10% of the observations as basic or unsatisfactory in this component.</p>	Basic	9%
		Unsatisfactory	0%

The Classroom Environment	Evidence	School Wide Rating	
Managing Student Behavior	<p>The QSR team scored 100% of the observations as distinguished or proficient in this component. Half of the observations rated as distinguished, making this the highest scoring component in the review. In these observations student behavior was entirely appropriate or the teacher was preventative and swift in handling any minor misbehaviors. Students were active in correcting their own behavior and the behavior of their peers. During one observation a student was explaining a problem to another student while the teacher was talking. Another student motioned for the two of them to keep it down and they immediately began whispering even quieter while the class continued uninterrupted.</p>	Distinguished	50%
	<p>In all other observations teachers handled minor misbehaviors consistently, respectfully, and effectively. One teacher had to remind students to put away and silence cell phones after one student's phone continued to receive audible text messages. In another observation the students were playing a game and it got very loud as students began jumping and yelling. The teacher reminded the students to stay in their seats and to listen to the other teams' responses, resulting in a rule change to curb students' enthusiasm: "If you holler out the answer, you lose a point!"</p>	Proficient	50%
	The QSR team scored none of the observations as basic or unsatisfactory in this component.	Basic	0%
		Unsatisfactory	0%

INSTRUCTION

This table summarizes the school's performance on the Instruction domain of the rubric during the unannounced visits. The label definitions for classroom observations of "distinguished," "proficient," "basic," and "unsatisfactory" are those from the Danielson framework. The QSR team scored 83% of classrooms as "distinguished" or "proficient" for the Instruction domain. Please see Appendix III for a breakdown of each subdomain score.

Instruction	Evidence	School Wide Rating	
Communicating with Students	<p>The QSR team scored 91% of the observations as distinguished or proficient in this component. Teachers clearly communicated the instructional purpose of the lessons and contextualized them within the larger scope. Several teachers reminded students about previous lessons or made connections to the GRE or other assessments.</p>	Distinguished	9%
	<p>In many observations teachers also provided clear directions and scaffolding when needed. Even though some lessons were focused on elementary level content, the teachers used age appropriate vocabulary and examples to teach students. Teachers also suggested specific strategies students could use. In one observation the teacher explained, "Now here you could use addition instead of multiplication but multiplication is faster. Let's see why multiplication would work better than addition in this case."</p>	Proficient	82%
	<p>The QSR team rated less than 10% of the observations as basic in this component.</p>	Basic	5%
	<p>The QSR team rated less than 10% of the observations as unsatisfactory in this component.</p>	Unsatisfactory	5%

Instruction	Evidence	School Wide Rating	
Using Questioning/ Prompts and Discussion Techniques	<p>The QSR team scored 72% of the observations as distinguished or proficient in this component. Several teachers in these observations asked students to justify their thinking, recall prior learning, and use context clues. Teachers asked questions such as, "Let me see your logic" and "How do you know? Tell me a bit more" or "You are right, but why?"</p>	Distinguished	5%
	<p>Students in the proficient observations engaged actively in the work and discussions, at times talking to each other about the content. Many students asked questions, seeking to understand at a deeper level.</p>	Proficient	67%
	<p>The QSR team scored 24% of the observations as basic in this component. The QSR team noted that in a few observations, discussion was not prevalent. Teachers asked questions but few discussion techniques were employed.</p> <p>In several observations teachers asked questions mostly along a single path of inquiry: "What are the steps we take to identify main idea and supporting details?" In another observation the teacher asked "why?" but there was only one acceptable answer. Even when multiple strategies could have been used, the teachers in the basic observations led students down a single path.</p>	Basic	24%
	<p>The QSR team scored less than 10% of the observations as unsatisfactory in this component.</p>	Unsatisfactory	5%
Engaging Students in Learning	<p>The QSR team scored 82% of the observations as proficient in this component and none as distinguished. In many observations teachers engaged all students using a variety of strategies. One teacher used individual white boards so all students could write their responses, show them, and then discuss the results.</p>	Distinguished	0%

Instruction	Evidence	School Wide Rating	
	Overall students were motivated to work on the course material and persist through challenges. In one class students continued working during the break and the teacher had to tell them to leave the room to rest their brains.	Proficient	82%
	The QSR team scored 18% of the observations as basic in this component. In these observations learning tasks required only recognition and recall. For example, students looked at simple sentences and were asked to identify the verb and subject in each sentence. Several teachers used multiple-choice worksheets and did not consistently ask students to explain their thinking. In one observation there were missed opportunities for student input.	Basic	18%
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Using Assessment in Instruction	The QSR team scored 86% of the observations as proficient in this component and none as distinguished. In many observations teachers monitored student learning through questioning, collecting exit tickets or class work, and/or walking around the room to look at student work. In one observation students had to answer the problem correctly on their exit ticket to be dismissed from class. Students who were incorrect were pushed to go back and check their work and then eventually all were dismissed from class and all were correct. In another observation the teacher employed a “thumbs up/thumbs down” strategy to assess comprehension, asking students to indicate whether or not they understood.	Distinguished	0%
		Proficient	86%

Instruction	Evidence	School Wide Rating	
	<p>The QSR team scored 14% of the observations as basic in this component. In these observations monitoring student learning was global and at times ineffective. One teacher posed questions and only one or two students had the opportunity to respond. There was no indication of individual student understanding. In another observation the teacher relied on written responses from some students on the board as assessment without eliciting evidence of understanding from all students. Additionally, this teacher corrected student work on the board without explaining why it was incorrect or what had to be done to correct it.</p>	Basic	14%
	<p>The QSR team rated none of the observations as unsatisfactory in this component.</p>	Unsatisfactory	0%

APPENDIX I: THE CLASSROOM ENVIRONMENT OBSERVATION RUBRIC

The Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, putdowns, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among member of the class.
Establishing a Culture for Learning	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assumes much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates as passionate commitment to the subject.
Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teachers' response to student misbehavior is sensitive to individual student needs.

APPENDIX II: INSTRUCTION OBSERVATION RUBRIC

Instruction	Unsatisfactory	Basic	Proficient	Distinguished
Communicating with Students	Teacher's oral and written communication contains errors or is unclear or inappropriate to students. Teacher's purpose in a lesson or unit is unclear to students. Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion. Teacher attempts to explain the instructional purpose, with limited success. Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher communicates clearly and accurately to students both orally and in writing. Teacher's purpose for the lesson or unit is clear, including where it is situated within broader learning. Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. Makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking purpose to student interests. Explanation of content is imaginative, and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
Using Questioning and Discussion Techniques	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven with some high-level question; attempts at true discussion; moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
Engaging Students in Learning	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials or uneven quality, inconsistent representation of content or uneven structure of pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contribution to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
Using Assessment in Instruction	Students are unaware of criteria and performance standards by which their work will be evaluated, and do not engage in self-assessment or monitoring. Teacher does not monitor student learning in the curriculum, and feedback to students is of poor quality and in an untimely manner.	Students know some of the criteria and performance standards by which their work will be evaluated, and occasionally assess the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of the class as a whole but elicits no diagnostic information; feedback to students is uneven and inconsistent in its timeliness.	Students are fully aware of the criteria and performance standards by which their work will be evaluated, and frequently assess and monitor the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information; feedback is timely, consistent, and of high quality.	Students are fully aware of the criteria and standards by which their work will be evaluated, have contributed to the development of the criteria, frequently assess and monitor the quality of their own work against the assessment criteria and performance standards, and make active use of that information in their learning. Teacher actively and systematically elicits diagnostic information from individual students regarding understanding and monitors progress of individual students; feedback is timely, high quality, and students use feedback in their learning.

APPENDIX III: SCORE BREAKDOWN BY COMPONENT

Percent of:	2a	2b	2c	2d	3a	3b	3c	3d
Unsatisfactory	0%	0%	0%	0%	5%	5%	0%	0%
Basic	0%	9%	9%	0%	5%	24%	18%	14%
Proficient	64%	68%	86%	50%	82%	67%	82%	86%
Distinguished	36%	23%	5%	50%	9%	5%	0%	0%
Subdomain Average	3.36	3.14	2.95	3.50	2.95	2.71	2.82	2.86

	Domain 2	Domain 3
% of Proficient or above	95%	83%
Domain Averages	3.24	2.84