

Educare DC Public Charter School Charter School Application

Submitted to DC Public Charter
School Board

March 3, 2014

**Educare DC Public Charter School
Charter School Application
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Applicant Information Sheet

New Charter School

Request for Approval

This application is a request to establish and operate a Public Charter School as provided in the District of Columbia School Reform Act of 1995, as amended.

Name of Proposed Charter School: Educare DC Public Charter School Board

Name of Entity Applying for Charter Status in D.C.: Educare DC

Contact Person: Angela Campton

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Name of Person Authorized to Negotiate: Peter Farrell
(Must be member of local founding group and not serving as a consultant or affiliated with an educational service provider.)

Authorized Signature: [Signature]

Proposed Start Date: 9/1/15 Proposed Year One Budget: \$ 2,388,198

Start-up Information

Year	Starting Age/Grade	Highest Age/Grade	Total Number of Students/ Enrollment Ceiling
One	<u>Pre-K 3</u>	<u>Pre-K 4</u>	<u>119</u>
Two	<u>Pre-K 3</u>	<u>Pre-K 4</u>	<u>119</u>
Capacity	<u>Pre-K 3</u>	<u>Pre-K 4</u>	<u>119</u>

Proposed Location of School (address or area of city): 640 Anacostia Ave. NE Washington, DC

Name of Educational Service Provider (if applicable): 20019

Type of Application (Check One)

☐ Conversion of Existing Public School ☒ Conversion of Existing Private School ☐ New School

If conversion, name the school being converted: Educare DC

If conversion, do you wish to retain the existing school site? ☒ Yes ☐ No

LEA Status: Will the school elect to be treated as a Local Education Agency (LEA) for purposes of Part B of the IDEA and Section 504 of the Rehabilitation Act of 1973? ☒ Yes ☐ No

EXECUTIVE SUMMARY

Praised by President Obama as a “catalyst for change,” Educare DC is a research-based, early education program that is committed to changing the academic outcomes of at-risk children. Educare DC opened in 2012 in Ward 7, recognizing the unique and challenging need for additional high-quality preschool in the District of Columbia’s highest poverty-stricken areas. Since then, has also attracted students and their families from Wards 5 and 8. With its innovative, full-day, year-round educational school for children, ages 3–5, Educare DC presently is serving 85 preschool students in a new, state-of-the art building, specifically designed for young children, families, and staff, with capacity to grow to approximately 119 children. As an outgrowth of the existing Educare DC program, Educare DC Public Charter School (“EDCPCS”) will be developed as a conversion charter school for PK-3 and PK-4 students.

Committed to breaking the cycle of intergenerational poverty for students from families at or below the poverty line and ensuring that all young children arrive at kindergarten healthy, happy, and prepared to learn, Educare DC is part of a national network of 20 exemplary early learning schools, called the Educare Learning Network, that has generated strong student and family outcomes in communities across the country. The power of the Educare model of early education is derived from its core elements—data utilization, embedded professional development, high-quality teaching practices, and intensive family engagement. Educare DC implements these four components in a comprehensive, intentional, and sustained way to deliver a high-quality, intensive early childhood education program. This approach has a proven track record built over the last decade and supported by extensive research, showing that Educare children arrive at elementary school on par with more advantaged peer groups on measures of school readiness, have better language and literacy skills than their non-Educare peers, and develop strong social-emotional skills essential for success in school and in life. Other important elements of the Educare model that have contributed to its positive impact on at-risk children include the small staff-student ratios (3:17), “looping”/continuity of care, and on-site family support and engagement services.

Essential to the school’s success is its highly effective curriculum, *The Creative Curriculum® for Preschool*, which focuses on four areas of development—physical, cognitive, language, and social-emotional—and supports all students, including those with disabilities and English language learners. Aligned, with the *District of Columbia Early Learning Standards for Pre-Kindergarten* and the *District of Columbia Common Core Early Learning Standards*, *The Creative Curriculum® for Preschool* balances teacher-planned and child-initiated learning, emphasizing responsiveness to children’s strengths, interests, needs, and learning styles.

Leading the charge to convert the PK-3 and PK-4 portion of this unique program to a charter school are Educare DC’s experienced leader and high-quality staff, a board of directors committed and invested in its success, and skilled technical assistance advisors who work collaboratively to bridge gaps, overcome challenges, and develop strategies, activities, and resources to support the school. The impact of their efforts has not gone unnoticed, with parents of students spreading the word about this highly effective school, resulting in the doubling of enrollment since Educare DC opened just 2 years ago. Educare DC has embraced its connection to the community, partnering with organizations to help serve young, low-income children and their families and collaborating with neighborhood organizations. Once chartered as EDCPCS, we will continue our commitment to the community and bring this proven educational program and our expertise to other charter

schools and traditional district schools, providing increased educational opportunities and choices for parents and students in the District of Columbia area.

A. EDUCATIONAL PLAN

1. Mission and Purpose of Proposed Public Charter School

Educare DC Public Charter School promotes children's positive development to foster their physical, social-emotional, and academic growth to prepare them for success in kindergarten and beyond by providing a safe and enriching environment, research-based curriculum, dedicated and highly qualified staff, and by building strong partnerships with families.

Philosophy

EDCPCS believes that young children who have the opportunity to experience the world as predictable and supportive develop strong, emotional foundations essential for learning. The EDCPCS model draws from a wide range of research-based practices that foster learning environments that support young children who are growing up in stressful, impoverished communities. Research shows that vocabulary growth among children from low-income homes lags behind that of their more advantaged peers. Without intentional intervention, this gap, which is evident at 18 months of age, only continues to widen. EDCPCS believes that:

- data-driven instruction and supports for effective teaching and continuous program improvement are critical elements in high-quality, early childhood education;
- parents as partners in children's education is essential to students' academic success; and
- a focus on language and literacy, social-emotional development, and problem-solving and early mathematical concepts will prepare all children, including those at risk, to succeed in school and in life.

EDCPCS focuses its educational mission on the interactions between children, families, and school staff. EDCPCS encourages children to learn through exploration and play, while striving to create intentional and meaningful experiences for the cognitive and social-emotional development of each child. With a focus on literacy and mathematics, EDCPCS guides children to learn through their positive and high-impact interactions with school staff, other children, their families, and the warm, nurturing environment created in every EDCPCS classroom. Materials are carefully selected to reflect the learning expectations and intentionality that is the underpinning of the play and exploration so that both cognitive and social/emotional concepts can be built. Our ultimate goal is to prevent the achievement gap and build the skills and competencies needed for young learners to be prepared for success in kindergarten and beyond.

Enrollment Matrix

At the time of its conversion to a charter school in September 2015, it is anticipated that EDCPCS's enrollment will already be at full capacity, or 119 students, and enrollment will remain at that level for the first five years of its charter. This is an ideal enrollment that will maintain the school's present small staff to student ratio in both PK-3 and PK-4 classrooms. We will always be at or below the quality standards established in the *Pre-Kindergarten Enhancement and Expansion Amendment Act* of 2008 stipulating a staff to student ratio of 2:16 for 3 year olds and 1:10 for 4 year olds. The matrix below shows enrollment by grade and by level of services.

Enrollment Matrix First 5 Years of Charter					
Grade	2015 – 2016	2016 – 2017	2017 – 2018	2018 – 2019	2019 - 2020
Pre-K 3	68	68	68	68	68
Pre-K 4	51	51	51	51	51
Total	119	119	119	119	119
SPED ^[1]					
Pre-K 3	6	6	6	6	6
Pre-K 4	4	4	4	4	4
Total	10	10	10	10	10
ELL ¹					
Pre-K 3	2	2	2	2	2
Pre-K 4	1	1	1	1	1
Total	3	3	3	3	3
Low-Income ¹					
Pre-K 3	67	67	67	67	67
Pre-K 4	50	50	50	50	50
Total	117	117	117	117	117

[1] These numbers are estimated based on historical enrollment trends for the last 2 years at Educare DC. It's anticipated that these enrollment trends will be sustained during the charter's first 5 years.

b. Educational Needs of the Target Population

Educational Needs and Demographic Analysis

In his 2013 State of the Union address, President Obama called for the expansion of access to high-quality preschools for every child in the United States.¹ District of Columbia's Mayor Vincent Gray echoed this initiative by issuing a call to action to increase the number of early childhood programs.² While the DC Pre-Kindergarten Program has made progress ensuring that the 80% of families seeking enrollment can find public pre-K options, schools in some wards, however, are nearly at capacity. For example, in Ward 5, 97% of pre-K slots are filled; in Ward 7, 99.4% of slots are utilized; and in Ward 8, 99.3% of available slots are filled. Wards 5, 7, and 8 are feeder wards for EDCPCS.³ From 2000 to 2011, there also has been a substantial increase in the number of young DC children under age 5—by 11%.⁴ In fact, since the 2006-2007 school year, enrollment in preschool has almost doubled, and the upward trend is expected to continue, finds DC Kids

¹ The White House, "Fact Sheet President Obama's Plan for Early Education for all Americans," accessed February 1, 2014. <http://wh.gov/ddQI>.

² Office of the State Superintendent of Education, *2013 Annual Report*, September 2013.

³ Ibid.

⁴ DC Action for Children, "Young Children – Our City's Future," April 2013.

Count, due to the increasing number of young children in DC.⁵ Additionally, the 2013-14 closures of public schools with pre-k schools, part of the DCPS' Consolidation and Reorganization Plan,⁶ include two schools in Ward 7, one of which is in EDCPCS's Kenilworth neighborhood, and two schools in Ward 8. This is despite the fact that Wards 7 and 8 have the largest populations of children under age 5 in DC. In fact, 20% of DC children under age 5 live in Ward 8 alone.⁷ Given this information, the present availability of slots in public pre-k programs may not satisfy the need in the coming years.

To compound matters, poverty rates from 2007 to 2012 have increased significantly in Wards 7 and 8—1 in 3 residents of these wards now live below the poverty line.⁸ In Ward 5, the poverty rate rose by over two-thirds.⁹ In fact, 90% of children served at EDCPCS are from families with incomes below the federal poverty line. Research has shown that children from low-income families score far below their peers from higher-income families in early vocabulary and literacy development, in early math, and in social skills.¹⁰ In fact, results on the DC Comprehensive Assessment System in 2012 show that schools in Wards 4, 5, 7, and 8 face declining proficiency levels in math and reading. The median proficiency level in these wards fell between two and six percentage points between 2008 and 2012. This is of concern because the median scores in Wards 7 and 8 were the lowest among all wards in 2008.¹²

EDCPCS will provide its students and families with the type of high quality early education to deliver on the promise of early learning documented in a long history of scientific studies. Research studies, including the well-known HighScope Perry Preschool Study and the Abecedarian Project, have shown the long-term benefits of quality early education programs on low-income students' outcomes, such as being less likely to repeat grades and be placed in special education and more likely to graduate from high school.¹³

EDCPCS's Impact on the Surrounding Community

Quality preschools, such as EDCPCS, also benefit families. Family involvement is central to EDCPCS's mission. Activities and interactions are aimed at promoting and enhancing the parent/child relationship, providing parents with information about their child's growth and

⁵ DC Kids Count, "Data Update: Preschool and Pre-Kindergarten Enrollment Participation is Climbing, and likely to expand Even Further," accessed February 10, 2014.

<http://EDCPCS.dcactionforchildren.org/node/1184>.

⁶ District of Columbia Public Schools, "Chancellor Henderson Announces Final School Consolidations Plan," January 17, 2013, accessed January 29, 2013. 1.usa.gov/19ZYKQe.

⁷ DC Action for Children, "Young Children – Our City's Future," April 2013.

⁸ Ibid.

⁹ DC Fiscal Policy Institute, "Poverty Rates Remain High for Some Groups of DC Residents," accessed February 4, 2014. <http://tinyurl.com/mmy8f5b>

¹⁰ T. Halle, N. Forry, E. Hair, K. Perper, L. Wandner, J. Wessel, & J. Vick (2009). *Disparities in Early Learning and Development: Lessons from the Early Childhood Longitudinal Study–Birth Cohort (ECLS–B)*. Washington, DC: Child Trends.

¹¹ V. Lee, & D. Burkham, D. (2002). *Inequality at the Starting Gate: Social Background Differences in Achievement as Children Begin School*. Washington, DC: Economic Policy Institute.

¹² S. Bhat, "An Uphill Climb for DC Schools: A Look at DC CAS Test Score Trends," accessed February 6, 2014. <http://EDCPCS.dcfpi.org/wp-content/uploads/2013/03/3-13-13-Final-Test-Score-Paper.pdf>.

¹³ National Education Association, "Early Childhood Education," accessed February 7, 2014. <https://EDCPCS.nea.org/home/18163.htm>.

development, and strengthening parents' abilities to serve as advocates for their child's learning after they leave EDCPCS and enter primary and secondary schools. EDCPCS devotes significant space to family-related activities, including one-on-one counseling and support groups for mothers, fathers, grandparents, and other primary caregivers. A computer room facilitates parents' efforts in job hunting or researching elementary schools that they would like their children to eventually attend. Education and family support staff meet regularly to discuss and understand the child in the context of his or her family and conduct family/child reviews three times a year. Teachers alert parents to the importance of their children's school experiences and share techniques parents can use to support their children's learning at home. In fact, research has found that quality preschools include activities that guide parents toward supportive relationships with their children's kindergarten and elementary school teachers.¹⁴ EDCPCS also operates high-quality before- and after-school programs that extend school in order to allow parents to work necessary hours, thus increasing the family's financial resources to create an educationally supportive home environment.

EDCPCS has also developed strong relationships with area elementary schools. Research¹⁵ has shown that quality preschools, such as EDCPCS, which are feeder schools to area elementary schools, benefit school systems in general by

- delivering students who enter kindergarten with improved academic and social skills to kindergarten, and
- providing the opportunity for preschool professionals and elementary school educators to share best practices in early learning.

For example, EDCPCS currently participates in/coordinates students' transition-in activities to kindergarten with the Neval Thomas Elementary School, which is adjacent to EDCPCS. Four- and five-year olds visit three of the kindergarten classrooms for about an hour. As students transition out of EDCPCS and into elementary schools, EDCPCS shares school readiness assessment data, as well as any other data that may be related to future school success.

EDCPCS is in the process of planning a partnership with César Chávez Public Charter Schools for Public Policy in DC. The school has proposed "placing" high school students at EDCPCS as part of their fellowship and *Capstone* internship programs. This will give their students an opportunity to not only learn about the services provided by EDCPCS but also learn about education policy issues, as well as policy issues related to the children, families, and the community EDCPCS serves.

EDCPCS has made a positive impact on the community it serves, developing formal partnership agreements with several organizations in the District to help serve young, low-income children and their families. This includes collaborating with neighborhood organizations, such as DC Promise Neighborhood Initiative, Advocates for Justice, and Child and Family Services to generate referrals to EDCPCS and ensure that we are reaching the most at-risk children. Family support staff has built strong partnerships with many other community-based organizations in the District and are connecting families to available resources, such as dental screenings (KidsSmile Dental); vision and hearing screenings (Prevention of Blindness); assistance and training to

¹⁴ M. Bohan-Baker, & P. M. D. Little, (2002). *The transition to kindergarten: A review of current research and promising practices to involve parents*. Cambridge, MA: Harvard Family Research Project.

¹⁵ C. Lamy, How Preschools Fight Poverty, *Educational Leadership*, 70,(8), pp. 32-36, (May, 2013).

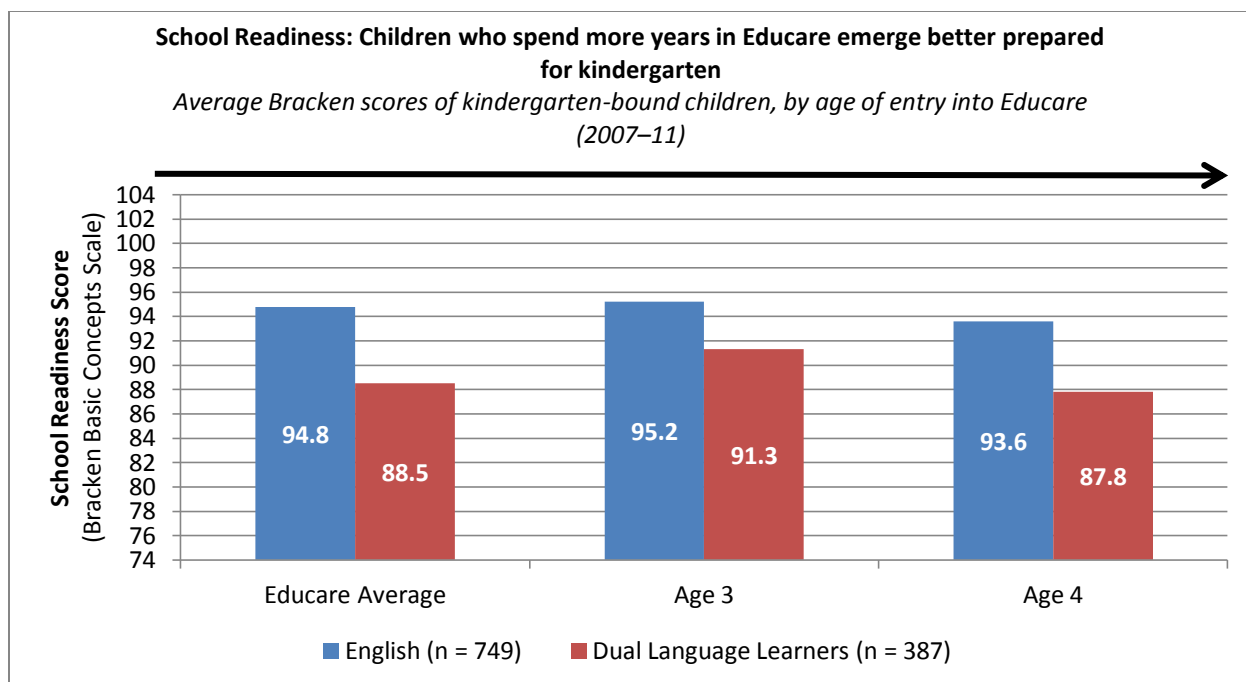
parents and staff about epilepsy (Epilepsy foundation); winter coats (Washington, DC Firefighters Association); and job training for parents (DC Housing Authority). Georgetown University has also become a valuable partner in providing volunteers for EDCPCS events.

With its strong early learning program and membership in a national network of exemplary early education schools committed to closing the achievement gap at kindergarten entry, EDCPCS, will be in the best position to maximize the growth, learning, and school readiness of its students and help break the cycle of intergenerational poverty faced by so many in the community. A national independent evaluation of Educare schools educating at-risk young children across the country began in 2005 and has shown promising results, specifically:

- Educare children enter kindergarten approaching the national average for all children of all income levels and well above typical scores for children from high-risk populations.
- Educare children approach national averages on measures of school readiness.
- Kindergartners who spend their early years at Educare arrive at elementary school on par with middle-income peers.
- Educare children have more extensive vocabularies and are better able to recognize letters, numbers and colors than their non- EDCPCS peers.
- Educare children develop strong social skills, including self-confidence, persistence, and methods to manage frustration.

The Frank Porter Graham Child Development Institute at the University of North Carolina at Chapel Hill has reported results of its study of 12 Educare Schools and 1,800 students nationally from fall 2007–2011. Results show that children from English- and Spanish-speaking homes who enter Educare before age 2 scored over 98–near the national average (100) on The Bracken Basic Concepts Scale and exceeded the typical scores of at-risk children on school readiness at entry to kindergarten. In fact, at age 3 and 4, these children are nearly at the national mean (see chart below).¹⁶

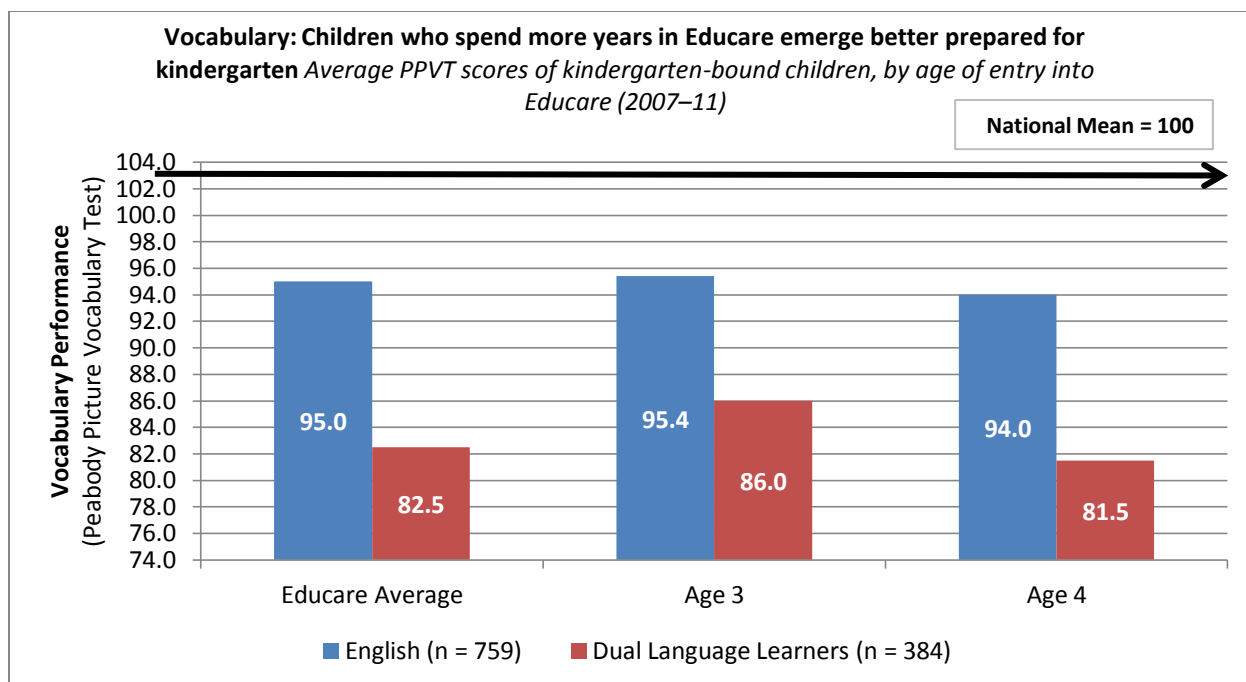
¹⁶ The University of North Carolina at Chapel Hill, the Frank Porter Graham Child Development Institute, “Educare Implementation Study Findings–August 2012,” accessed January 20, 2014.
<http://EDCPCS.fpg.unc.edu/resources/educare-implementation-study-findings%E2%80%99093august-2012>.



In that same study, Educare students' vocabulary scores when they leave for kindergarten were also high the earlier they enrolled in Educare. Those who entered Educare before age 2 average 98.2 on the Peabody Picture Vocabulary Tests—near the national mean (100) at kindergarten. In fact, preschool students' scores on this assessment indicate that at age 3 and 4, they are approaching the national mean (see chart below).^{17, 18}

¹⁷ The University of North Carolina at Chapel Hill, the Frank Porter Graham Child Development Institute, "Educare Implementation Study Findings–August 2012," accessed January 20, 2014.
<http://www.fpg.unc.edu/resources/educare-implementation-study-findings%E2%80%99093august-2012>.

¹⁸ The Educare average factors in the performance of children aged 0-3 as well as 3-5.



Overall, results show that skills Educare children acquire through their participation are strong predictors of success in the elementary school. Educare children are in a better position to negotiate the transition to kindergarten, with its new demands, new teachers, and new peers—setting them up for success in the classroom. All of these abilities are strong predictors of later success in academic—and in life. Research from follow-up studies of Educare graduates show that the gains in social-emotional and concept development skills *do not fade out over time and are sustained through third grade and beyond*.^{19, 20}

Since opening in July, 2012 with 39 students, enrollment at Educare DC has more than doubled. The school now serves 85 students PK-3 and PK-4. EDCPCS, with its commitment to providing services to the most vulnerable children and families in Washington, DC, can have a significant effect on satisfying demand for high-quality, early education programs in Wards 5, 7, and 8.

c. Educational Focus

Educational Focus

EDCPCS's core features promote the healthy development and school readiness of children from families at or below the federal poverty level. These core elements include:

- data-driven instruction and supports for effective teaching and continuous program improvement;
- parents as partners in children's education; and
- a focus on language and literacy, social-emotional development, and problem-solving and early mathematical concepts.

¹⁹ A. Stein, K. Freel, A. T. Hanson, D. Pacchiano, & B. Elland-Willford. (19, Dec. 2012). *Early Education and Development*. The Educare Chicago Research-Program Partnership and Follow-Up Study: Using Data on Program Graduates to Enhance Quality Improvement Efforts.

²⁰ The Educare average factors in the performance of children aged 0-3 as well as 3-5.

First, EDCPCS's focus includes an intensive focus on collaborative data utilization in support of effective teaching and continuous program improvement and learning how to best help its children and families. To facilitate this, EDCPCS has established an interdisciplinary collaborative inquiry group called a Research-Program Partnership whose members include EDCPCS's school leader, master teachers/coaches, family engagement leaders, the Special Education Coordinator, and a Local Evaluation Partner (LEP). EDCPCS contracts with its LEP, who is employed by a local university. The LEP works with the Educare team to develop and implement a strong evaluation and continuous program improvement plan. Data is collected to document child outcomes, classroom quality, and aspects of parenting, and fed back to inform strong classroom practice, promote effective instruction, family engagement work, and professional development plans for staff. School leaders and staff meet regularly to examine and interpret data, which is also used to intensify support for children with disabilities or those who need educational supports, and to develop strategies to accelerate learning at the individual, classroom and school-wide levels.

EDCPCS's rigorous use of data, is supported by its participation in the national network of Educare Schools, the Educare Learning Network, a peer learning community of 20 schools committed to exemplary teaching practice, family engagement and innovation in early education. EDCPCS staff participate in trainings and professional development activities related to all aspects of the Educare model, including data utilization, and receive tailored technical assistance and support from the Network's national technical assistance team to implement their research program partnership. EDCPCS education and family support leaders meet with peers at Educare Schools across the country to review data on progress made by Educare children, families, and staff generated through the Network's national implementation study, engage in joint problem solving, and identify strategies for continuous improvement and refinement of Educare's practices over time.

Second, EDCPCS focuses on intensive family engagement, strategies that view parents and family members as full partners with the school in their children's education. EDCPCS's family engagement work intensive family engagement program that focuses on three areas: 1) building parent knowledge, skills, and attitudes related to positive parenting, 2) providing parents with information about their child's growth and development and encouraging parents to take responsibility for promoting children's learning, and 3) supporting parents' involvement in the education of their child as partners at EDCPCS and into the primary grades and beyond. Family engagement staff work together with families on the following strategies: goal setting, sharing data on teacher-child interactions, and their child's progress toward learning standards and other outcomes, and supporting children's transition into kindergarten. EDCPCS also devotes significant space to family-related activities, including one-on-one counseling and support groups for mothers, fathers, grandparents, and other caregivers. Education and family support staff meet regularly to discuss and understand the child in the context of his or her family and conduct family/child reviews three times a year.

Finally, EDCPCS's intensive focus on language and literacy, social-emotional development, problem-solving and early math concepts promotes school readiness facilitated by its selected curricula model—*The Creative Curriculum® for Preschool*. The philosophy behind the curricula, which is aligned with the *District of Columbia Early Learning Standards for Pre-Kindergarten* and the *District of Columbia Common Core Early Learning Standards*, is that young children learn best by doing, positive interactions and relationships with adults are critical foundations for successful learning, social-emotional skills are significant factors in school success, the physical environment

affects the quality of learning interactions, and teacher-family partnerships support development and learning. The curricula, based on well-researched theories of the leading experts in the field of early childhood education, such as Abraham Maslow, Erik Erikson, and Jean Piaget, focuses on project-based investigations as a means for children to apply skills. It addresses four areas of development: social-emotional, physical, cognitive, and language. In each area, there is an emphasis on age-appropriate assessments, weekly lesson planning, program planning, family engagement work, and teacher supervision. Four rigorous independent studies have been conducted on the effectiveness of *The Creative Curriculum® for Preschool*, two of which were part of the Preschool Curriculum Evaluation Research (PCER) project sponsored by the U.S. Department of Education. Each found positive impacts ranging from improved classroom quality to stronger cognitive, academic, and social-emotional skills.²¹

In sum, these foundational elements of EDCPCS combine to create a learning environment that equips at-risk children with the skills needed for success in kindergarten, elementary school, and beyond.

2. Goals and Student Academic Achievement Expectations

EDCPCS will elect not to use the PMF in setting goals. Instead EDCPCS will set equally ambitious goals that measure student performance, school performance, and operational goals. EDCPCS will meet or exceed all goals set by the D.C. Public Charter School Board and will work with the Board to adjust our goals and will consider using the PMF if deemed necessary. EDCPCS will use the following assessments to measure student growth and achievement:

- *Teaching Strategies GOLD™ Assessment*: This is the primary data collection tool for students in PK-3 and PK-4. It measures social-emotional, physical, cognitive, language, literacy and math skills—competencies needed for kindergarten. Additionally, it can be used to assess English language learners (ELL), children with disabilities, and those who demonstrate competencies beyond typical development expectations. This assessment is an observation-based assessment system for preschoolers that blends ongoing, authentic assessment in all areas of development and learning with intentional, focused performance assessment tasks for selected predictors of school readiness, and student growth in the areas of literacy and numeracy. It is aligned with *The Creative Curriculum for Preschool®* and used to observe children on a daily, weekly (ongoing) basis. Additionally, there are four (4) checkpoints during the year at which time a snapshot of where each child/class is along the continuum of the domains of child development.
- *Devereux Early Childhood Assessment (DECA)*: This normed assessment, also available in Spanish, measures social-emotional skills in preschool children on three scales: initiative, attachment, and self-control. It meets the IDEA requirement for strength-based assessment, as well as the National Association for the Education of Young Children assessment guidelines for school success in kindergarten. The Devereux Early Childhood Assessment of Preschoolers is administered twice a year.
- *Peabody Picture Vocabulary Test IV (PPVT)*: The PPVT-4 scale is a norm-referenced instrument that evaluates comprehension of the spoken word in standard English and, thus, is a measure of the students' achievement in acquiring language. The Peabody Picture, which is also available in Spanish, Vocabulary Test IV is administered once a year.

²¹ U.S. Department of Education (July, 2008). *Effects of Preschool Curriculum Programs on School Readiness. Report from the Preschool Curriculum Evaluation Research Initiative.*

- *Bracken Basic Concepts Scale*: The BBCS is a norm-referenced language assessment tool that evaluates children's comprehension of concepts, such as sequence, letters, and colors, and is used to assess whether students have the skills needed for kindergarten. The Bracken Basic Concepts Scale, also available in Spanish, is administered to students before leaving EDCPCS for kindergarten.
- *Early Childhood Environment Rating Scale–Revised (ECERS-R)*: This is an observational measure used to assess the quality of early education settings in terms of activities, staff-child interactions, equipment, space, and materials—features that are linked to student achievement and development.
- *Classroom Assessment Scoring System (CLASS)*: This measure looks at the quality of the teacher/student interactions preschool classroom in three domains: emotional support, classroom organization, and instructional support. Scores on this measure are predictive of gains in students' language, reading, and math skills, which are necessary for academic success kindergarten.

a. Student Academic Achievement Expectations

Category 1: Student Performance and Assessments

EDCPCS uses the following assessments to measure student performance:

- *Devereux Early Childhood Assessment (DECA)* – Pre-K Student Performance Goal: 80% of students will score between 85 and 115.
- *The Peabody Picture Vocabulary Test IV (PPVT)*, Student Performance Goal: 80% of students will score between 85 and 115.
- *The Bracken Basic Concepts Scale Student Performance Goal*: 80% of students will score between 85 and 115.

Category 2: Gateway Measures

- 80% of PK-3 and P4 students will demonstrate an average of 1 year's growth in literacy by the spring checkpoint on the Teaching Strategies GOLD® Assessment.
- 80% of PK-3 and PK-4 students will demonstrate an average of 1 year's growth in math by the spring checkpoint on the Teaching Strategies GOLD® Assessment.

Category 3: Leading Indicators of School Success

- *Student Attendance*: On average, all PK-3 and PK-4 students will attend 85% of the annual school calendar.
- *Student Enrollment and Retention*:
 - 80% of the PK-3 students will re-enroll in PK-4.
 - EDCPCS will have waitlists for PK-3 and PK-4.
- *Student Graduation*: 80% of the PK-4 students will finish PK-4 and enroll in kindergarten.
- *Schoolwide Classroom Achievement*:
 - EDCPCS classrooms will reach an average score of 5 (on a scale of 1–7) on the Early Childhood Environment Rating Scale–Revised (ECERS-R).
 - EDCPCS classrooms will reach an average score of 5 in the Emotional Support Domain of the Classroom Assessment Scoring System (CLASS).
 - EDCPCS classrooms will reach an average score of 5 in the Classroom Organizational Domain of the Classroom Assessment Scoring System (CLASS).

- EDCPCS classrooms will reach an average score of 4 in the Instructional Support Domain on of the Classroom Assessment Scoring System (CLASS).
- *Teacher Retention:* EDCPCS will maintain a teacher retention rate of 80% or hig

b. Goals

At EDCPCS, our mission is to prepare at-risk children for kindergarten and beyond. Research has shown that school readiness skills, literacy and vocabulary skills, math knowledge, social-emotional adjustment, and high-quality classrooms are associated with enhanced child outcomes, including succeeding in elementary school and graduating from high school.

Goals

It is our goal that upon exiting the EDCPCS, students will be kindergarten-ready according to the DC Public School Standards. Through the assessments detailed below, EDCPCS demonstrates student mastery of DC Early Learning Standards.

The following are the goals for years one through five. EDCPCS will be at full capacity at year 1:

Indicator	Domain	Assessment	Goal
Vocabulary skills	Language and literacy	The Peabody Picture Vocabulary Test	80% of PK-4 students will score between 85 and 115.
Transition to Kindergarten	Social-emotional	The Devereux Early Childhood Assessment – Pre-K	80% of PK-4 students will score 41% or higher.
Kindergarten Readiness Skills	Comprehension of concepts	The Bracken Basic Concepts Scale	80% of PK-4 students will score between 85 and 115.

Student Subgroups

Progress data for students in special subgroups (students with disabilities and English-language learners, etc.) is collected and maintained as described in the “Assessment, Data Collection, and Evaluation” below. The goals stated above encompass all students, including those with disabilities and English language learners.

Assessment, Data Collection, and Evaluation

EDCPCS implements a rigorous evaluation of child- and classroom-level assessments to document progress on implementation of the Educare model, as well as a variety of developmentally appropriate, standardized school readiness indicators. Each year, the EDCPCS’s school leader completes an Implementation Check List (ICL), a self-assessment tool that monitors progress towards full implementation of EDCPCS core programmatic features. Results from the ICL inform the development of an annual school improvement plan. EDCPCS accesses technical assistance from the national network of Educare Schools to support progress on this plan.

EDCPCS implements a regular data utilization cycle throughout the school year through a Research Program Partnership (RPP) with its local evaluation partner. The goal of the RPP is to support planning and continuous improvement at the student, classroom, and school level. The RPP provides the infrastructure to support the cycle of data-driven practices and data utilization within EDCPCS, and contributes to national level evaluation and continuous improvement efforts across the Educare Learning Network. This cycle includes not only collecting and sharing data but also regular engagement in data dialogues involving education, family support, research and school leadership staff to identify strategies and interventions, based on the data, for improvement of the curriculum and teaching practices and to promote student growth and achievement. EDCPCS engages parents and family members in ongoing communication about the results of their child’s screenings and assessments as part of the ongoing cycle of reciprocal data feedback and utilization.

Data collection, analysis and interpretation through the RPP helps drive quality improvement efforts across the school, from the classroom, to individual work with families, to school policies and systems, to professional development activities for staff. A parallel cycle of review and interpretation of data at the aggregate level helps focus similar improvement efforts at the level of the national Educare Network.

EDCPCS has established an RPP agreement with a local evaluation team composed of Dr. Rachel Chazan Cohen of George Mason University and Dr. Brenda Jones Harden, Associate Professor at the University of Maryland College Park. The LEP oversees and ensures accurate data collection at EDCPCS. They also work with EDCPCS staff to interpret the data to develop a school improvement plan consistent with EDCPCS and the Educare model.

EDCPCS’s Executive Director will report quarterly to the DCPS and the Board of Directors on the school’s evaluation results and continuous improvement efforts.

Data collected at EDCPCS:

- provides critical information that allows staff to differentiate learning and maximize children’s achievement in early literacy, social-emotional development, and kindergarten readiness;
- ensures that the Educare model is implemented with the highest fidelity; and
- fuels continuous school improvements.

While at EDCPCS, children are assessed by independent evaluators:

- at 36 months and each year thereafter using the Peabody Picture Vocabulary Test, and
- in the spring before kindergarten entry using the Bracken School Readiness Test

Teachers will assess students:

- each fall and spring to assess their social-emotional skills using the Devereaux Early Childhood Assessment, and
- three times per year (fall, winter, and spring) using the Teaching Strategies GOLD® Assessment to systematically observe and record children's progress in every developmental domain.

EDCPCS also utilizes the Classroom Assessment Scoring System and the Early Childhood Environment Rating Scale to measure classroom and environmental quality, assess the quality of teacher/child interactions, and develop plans for continuous improvement in classroom practices.

The LEPs work with EDCPCS's Master Teachers to review and interpret assessment data on classroom and individual children. Master Teachers coach and mentor classroom teachers in the use of children's assessments to inform individual and classroom plans. Curricula is adapted in response to ongoing evaluation results, which also inform professional development plans for the EDCPCS's staff. Finally, assessment results are shared with parents during parent-teacher conferences and through formal Family/Child Reviews. These reviews allow parents, teacher, family engagement staff, and research staff to discuss individual children's progress and to engage in joint planning about the ways that families can promote growth and learning at home.

EDCPCS also participates in the national, longitudinal Educare Learning Network Implementation Study. Data collected by the national evaluation partner (NEP), Frank Porter Graham at the University of North Carolina at Chapel Hill, for all the schools in the Educare Learning Network is used to contribute to and support policy development and initiatives at both the state and national levels.

3. Charter School Curriculum & Student Performance

To ascertain that our preschool students will be well prepared for future learning and academic achievement, after extensive research into state standards for early childhood education, EDCPCS adopted the *District of Columbia Early Learning Standards for Children Entering Kindergarten* and the *District of Columbia Common Core Early Learning Standards*, which are aligned with our selected curriculum, *The Creative Curriculum for Preschool*. These standards will provide the structure, continuity, and consistency that allow for our students' progress to be measured against other students similarly situated and prepare them for elementary and secondary school, as well as making them college and career ready. The standards provide the foundation for learning and for later academic achievement, so that students will have the skills necessary to make them competitive in the global economy. Finally, EDCPCS selected these standards because they focus on the whole child and include a broad range of domains, including social-emotional development, physical development, science learning, language and literacy, and creative arts learning, which recognizes that young children's learning and development are interrelated and cross all domains of learning. Research has found that these domains are essential components of

young children's learning which build a foundation for later academic and social competence.²² EDCPCS students will meet and exceed expectations of the *DC Common Core Early Learning Standards* in reading and math and the *DC Early Learning Standards for Children Entering Kindergarten* for science, history, and health. Please see the *Alignment of the Creative Curriculum for Preschool with the District of Columbia Early Learning Standards for Children Entering Kindergarten* and the *Alignment of the Creative Curriculum for Preschool and District of Columbia Common Core Early Learning Standards* in Appendix A.

Students with Disabilities and English Language Learners

Teachers will support students with disabilities in meeting these standards by aligning a students' Individualized Education Plan goals with the DC standards each year, delivering high-quality, research-based instruction that accommodates students' needs, presenting information in multiple ways, allowing students to express their responses in diverse ways, and helping students access and use technology to support their understanding of general education curriculum and the standards. Teachers also will support English language learners (ELLs) by incorporating the culturally appropriate materials into the classroom, as well as using students' home-languages when possible. Materials that are specifically designed for ELLs in teaching literacy and mathematics will be used. ELLs will be offered different ways to show their understanding of concepts, and give ELLs many opportunities to speak with and interact with their proficient English-speaking peers.

b. Resources and Instructional Materials

Instructional Materials

Based on research by both Dewey and Piaget, EDCPCS believes that the physical environment in the classroom, including the instructional materials, affects children's learning. As a result, at EDCPCS, the classrooms are designed to help children know what is important, what they are to do, and how they might do it. The authors of *The Creative Curriculum® for Preschool* have partnered with the Kaplan Early Learning Company to design a special collection of material kits to help implement the curriculum. These rich and engaging materials help teachers carry out the subject areas and also enhance music and math experiences in the classroom.

Classrooms are organized into several areas. Materials are clearly labeled and the daily routines are predictable. It is EDCPCS's goal to have developmentally appropriate, culturally diverse materials and equipment available to use to support children's learning within the classroom. Children have the freedom to make choices and initiate activities that provide a framework for their learning. The teaching staff's role is to support, guide, and facilitate this process.

By handling materials of different shapes, sizes, and colors, children eventually learn to sort, classify, compare, and sequence. Their knowledge grows as they experiment, make discoveries, and modify their earlier way of thinking to incorporate new insights.²³

The materials used in the *The Creative Curriculum® for Preschool*, which EDCPCS has adopted, enables teachers to personalize students' learning, help maximize their performance, and make differentiation decisions. In this way, teachers can determine whether students have learned the

²² NAEYC, & NAECS/SDE, *Early Learning Standards: Creating the Conditions for Success*, accessed February 19, 2014, http://EDCPCS.naeyc.org/files/naeyc/file/positions/position_statement.pdf.

²³ Teaching Strategies, *Research Foundation: The Creative Curriculum*, 2010.

skills and concepts they need to prepare for success in kindergarten and beyond, which is the mission of EDCPCS.

Focus of the Curriculum

Pre-kindergarten classrooms will use *The Creative Curriculum for Preschool*[®] as the framework for providing integrated learning in all areas of development. EDCPCS selected this curriculum because it is based on scientifically valid research, emphasizes developmentally appropriate practices, and focuses on children's physical, cognitive, language, and social-emotional development—domains that are essential components of early learning. *The Creative Curriculum for Preschool*[®] is organized around 11 interest areas where children and teachers engage in meaningful learning activities: blocks, dramatic play, toys and games, art, library, discovery, sand and water, music and movement, cooking, computers, and outdoors. Both indoor and outdoor activities are planned to encourage development in all four areas. A weekly lesson plan is completed by the classroom teachers and posted in the classroom. A list of objectives is posted in all the classrooms for reference for the parents and staff, as well.

The Creative Curriculum for Preschool[®] promotes children's achievement of the *District of Columbia Early Learning Standards for Children Entering Kindergarten*, the *District of Columbia Common Core Early Learning Standards*, and each of the domain elements of the new *Head Start Child Development and Early Learning Framework*. Where necessary, EDCPCS supplements *The Creative Curriculum for Preschool*[®] with specific early learning curricula and materials to ensure that children have the learning experiences they need to build school readiness skills in all subject areas.

English Language Arts

This curriculum supports children's development of skills in listening and speaking (expressing self-using words and expanded sentences, asking and answering questions, and understanding and following directions). Teaching staff engage children in extended conversations, using a rich and varied vocabulary and by asking higher-order thinking questions. Vocabulary growth is specifically supported through extended "projects" focusing on interesting topics (e.g., "how are buildings built?" or "going to the hospital") that employ a wide variety of high-quality books and extended class conversations by introducing and repeatedly using new vocabulary words. This allows children the ability to effectively communicate ideas and needs using increasingly complex and varied vocabulary.

The emphasis in literacy is children's development of basic book knowledge and conventions of print (where the words are on a page, reading proceeds from left to right), phonological awareness (ability to separate out sounds in a word and recognize and create rhymes), alphabet knowledge (recognition of all letters of the alphabet, knowing letter-sound relationships especially for letters in child's own name), and early writing skills (progressing from scribbling to attempts at letters to the beginning use of invented spelling). Teachers scaffold children's writing and support each child's level of development through observation and assessment. Teachers read to children every day in both large groups and small groups, and children are encouraged to incorporate "reading" and "writing" into their play in all areas of the room. Teachers use books of many different genres and subject matters. Children retell stories or share information through conversations, creative arts, drama and movement. Computers are available and developmentally appropriate early literacy software support children's growing literacy skills. As children move through their 4-year-old year and prepare for kindergarten, teachers assess their development of

key early literacy skills and provide focused small-group instruction in alphabet knowledge and phonological awareness to ensure that children are making appropriate developmental progress.

English Language Arts Materials

- *Literacy Kit* with alphabet and word cards, magnetic learning letters, alphabet stamp sets, and a pocket wall chart.

Example activity that promotes children's letter knowledge (DC Early Learning Standard for Pre-K, LL.3.11.4, and DC Common Core Early Learning Standard, 30a): Teachers offer children a variety of ways to explore the alphabet with activities that involve multiple senses and learning styles: by using sandpaper, salt trays, clay, magnetic letters, and felt letters, and by forming letters with their bodies.

Math

This curriculum supports children's developing understanding of numbers (e.g., counting, ordinality, cardinality), basic geometry (e.g., shapes and concepts of above, behind, below, etc.), measurement (e.g., concepts of more, less, and equal) and measurement tools (e.g., cups, rulers, etc.), attributes and pattern recognition/extension. Teachers use every day experiences, such as setting the table, working with manipulatives, and tallying, to call attention to mathematical concepts, such as one-to-one correspondence, pattern repetition, and quantity and shape recognition. Children use standard and non-standard tools to measure and compare using appropriate language to describe size, weight, length and volume. Every classroom has toys that encourage pattern development, measuring, and counting.

Math Materials

- *Math Kit* with large geo shapes, a pattern blocks and pattern set, a more or fewer spinner, plastic geoboards, measuring tapes, interlocking unit cubes, counters math tub, and a balance scale with clear buckets.

Example activity that promotes mathematical inquiry (DC Early Learning Standard for Pre-K, MT.4.3, and DC Common Core Early Learning Standard, 16a): The teacher asks children who are making a tower out of modeling clay, "How many feet tall is your tower? Let's use the tape to measure it."

Science

This curriculum supports children's emerging understanding of the natural and physical world, as well as their understanding of the scientific approach to discovering knowledge. Teachers develop simple investigations for children (what happens when we mix the blue water and the yellow water) and explicitly call children's attention to the steps in their inquiry (hypothesis, experimental design, data collection, and conclusion). Children study plants, animals and simple machines, such as levers. Children use a variety of tools and methods to investigate, explore, and explain and compare object in the indoor and outdoor classrooms. Recent studies indicate that the rich engagement in science that EDCPCS provides has the added benefit of strongly

supporting children's language development, as science provides a "hook" for extended conversation using relatively sophisticated vocabulary.²⁴

Science Materials

Science is integrated into classroom activities through student interest centers, including science experiments and explorations. Additionally, EDCPCS has an enclosed courtyard that allows children to safely integrate science through the use of the outdoor environment.

Example activity that promotes scientific inquiry (DC Early Learning Standard for Pre-K, SL.5.2, and DC Common Core Early Learning Standard, 20.a): Children explore physical science by experimenting with rhythm instruments or found objects to make sounds. Teachers encourage them to find ways of making high and low sounds, loud, and soft sounds.

Social Studies

The curriculum builds children's understanding of family relationships, community roles, and cultural traditions. Through class "projects" children learn about community institutions, such as the police and fire department, the library, and the schools. They learn about traditions from multiple cultures, as well as their own. Children identify the commonalities of diverse groups of people. Children also define why rules are necessary and participate in the development of classroom rules. Language development and vocabulary use is strongly supported by the social studies curricula.

Social Studies Materials

Social studies focuses on culture, community, and family and these concepts are integrated through dramatic play, visual arts, music, and movement. Students also take field trips into the community.

Example activity that promotes social studies inquiry (DC Early Learning Standard for Pre-K, SS.6.2, and DC Common Core Early Learning Standard, 23c): Children gain an understanding of people and how they live when teachers encourage them to role play with dump trucks, bulldozers, and rakes at the sand table.

Additional Academic Areas

Creative arts domain: EDCPCS provides children with multiple opportunities to explore and participate in music, creative movement, art, and drama. Art supplies are available daily during free play, as well as the dramatic play area. Music and dance are incorporated by the teaching staff at least several times per week. EDCPCS also brings in guest artists from the community to introduce children to various forms of music, dance and art.

Example activity that promotes creative arts inquiry (DC Early Learning Standard for Pre-K, CA.7.4, and DC Common Core Early Learning Standard, 24a, 24b): Children sing "The Wheels on the Bus" and learn the motions along with their teacher.

²⁴ American Association for the Advancement of Science (AAAS), "Benchmarks for science literacy: Project 2061." 1993, New York: Oxford University Press.

Physical development and health domain: The curriculum helps children develop basic gross motor skills (e.g., running, climbing, riding a tricycle, balancing, throwing, and catching a ball) through daily gross motor play outdoors or in the multipurpose room during inclement weather. Fine-motor skills (e.g., using tools for writing and drawing, cutting with scissors, and coordinating eye-hand movements) are developed through art projects and the use of small manipulatives and “table toys.” Health and nutrition are incorporated into the curriculum through books, small group activities, health-related dramatic play themes and props, and discussions during family-style mealtime.

Example activity that promotes physical development and health (DC Early Learning Standard for Pre-K, PHS.8.1, and DC Common Core Early Learning Standard, 32c): Children will throw and kick large and small balls on the playground.

Social and emotional domain: This curriculum fosters children’s developing sense of self (e.g., adjusting to new situations, recognizing and managing feelings, and standing up for personal rights), responsibility (e.g., taking responsibility for personal well-being, respecting and caring for the classroom environment, and following classroom routines and rules), and pro-social behavior (e.g., recognizing and appropriately responding to others’ feelings, respecting others’ rights, and resolving conflicts appropriately). Teachers create a warm, positive, responsive environment where children are guided in developing healthy social skills and a strong, positive self-image. Children build and sustain positive relationships with others. Emphasis is placed on socially acceptable behaviors, identifying/expressing emotions, empathy, and self-regulation skills.

Example activity that promotes children’s social-emotional adjustment to school (DC Early Learning Standard for Pre-K, SED.2.3, and DC Common Core Early Learning Standard, 9c): In the first weeks of school, teachers use the song, “Clap a Friend’s Name,” from the *Mighty Minutes™* collection of *The Creative Curriculum for Preschool®* activities to help students learn the names of their classmates.

Additional Focus Area Materials

- *Music Kit* with a 25-player rhythm band set and CDs.
- *Observation Tools Kit* with MP3 player/recorder and headphones, a digital camera, and a video camera.

EDCPCS is a researched-based, data-driven school that uses the *The Creative Curriculum for Preschool*. As such, weekly lessons plans change based upon the specific needs of children and what the data communicates. Therefore, lesson planning and mapping will always be done on an ongoing basis.

English Language Learners

Every component of *The Creative Curriculum for Preschool®* is available in Spanish, enabling teachers to design individualized approaches that build on English language learners’ strengths

and prior knowledge. The resources offered help support a variety of goals, including English language and literacy development, Spanish language and literacy development, or English language learning. Teaching guides include strategies and tips for working with English language learners, including using nonverbal language and other visual cues. Techniques are presented for incorporating print materials in the child's home language throughout the interest areas and even outdoors. Teaching guides include daily and weekly plans with shared writing activities.

Students with Disabilities

The Creative Curriculum for Preschool[®] is appropriate for all 3- to 5-year-old children, including those with disabilities. The curriculum's emphasis on organizing the physical environment to promote learning is especially important for children with disabilities who often require structure and predictability in their lives. Throughout the curriculum, there are references to strategies, modification, and adaptations that can be used to help include children with disabilities, related to specific behaviors, and there is a specific section on including children with disabilities in activities. In this way, teachers can plan, differentiate, and individualize activities for these children as they would for every other child whom you teach.

The Role of Classroom Assessments

The Creative Curriculum[®] for Preschool has 38 objectives for children's development and learning that serve as a guide for making the assessment process systematic and meaningful. Each objective contains a color-coded progression of development and learning, which includes indicators and examples based on widely held expectations for children ages 3–5. In the assessment cycle, there are four steps.

1. **Observing and collecting facts:** The teacher's daily job involves continual observations of children's knowledge, skills, and behaviors. Teachers collect information about children's knowledge, skills, and behaviors through observations, pictures, video clips, and other forms of documentation. The teacher records these observations systematically.
2. **Analyzing and responding:** The information that the teachers gain in the first step is used to scaffold the child's learning appropriately. Knowing what each child can do in relation to the development objectives and learning helps teachers decide how much support an individual child needs and when, what, and how to teach.
3. **Evaluating:** This step involves deciding which indicator of an objective best describes the child's knowledge, skills, and behaviors. By consistently analyzing and evaluating their observation notes and students' work, teachers are able to determine each child's level of development in relation to each objective.
4. **Summarizing, planning, and communicating:** In this final step of the assessment cycle, teachers summarize what they know about each child, develop plans for individual children and the group, and then communicate their findings to families and administrators.

Teachers use summative assessments only a few times a year, usually at the end of a marking or checkpoint period. Summative assessments tend to be similar to tests. A teacher asks a child specific questions in order to determine which skills the child has obtained up to that point. Teachers use summative assessment after lesson studies to ensure that children are retaining and recalling information. In this way, teachers can individualize the learning experience to meet the strengths and needs of every child, including those with disabilities and English language learners.

Students with Disabilities

The materials used in the *The Creative Curriculum® for Preschool* show teachers not only what to teach but how and why. This inclusive, strengths-based approach is appropriate for all children including those with disabilities. The classroom environment and materials are based on the individual needs of the children in the class, as indicated in the goals set in the Individualized Education Plan (IEP).

English Language Learners

The Creative Curriculum® for Preschool was carefully developed to help teachers intentionally promote learning experiences and outcomes for children in both English and their home languages. All materials are published in English and Spanish. The rich and engaging and culturally and linguistically appropriate materials enhance the learning experiences of English language learners. These include a Bilingual Literacy Kit with a set of alphabet and word cards and a magnetic learning letters set. The *Intentional Teaching Cards™*, for example, present a variety of engaging and small-group activities that support children's development and learning in English and Spanish.

Curriculum Development Timeline

EDCPCS doesn't anticipate any modifications to its curriculum.

c. Methods of Instruction

At EDCPCS, *The Creative Curriculum for Preschool®* helps teachers interact with children in ways that promote development and learning, foster children's social competence, support children's learning through play, and create rich environments for learning. Teachers draw upon their understanding of child development, how children learn, as well as their knowledge about the children in their classroom to create a learning environment that fosters children's independent learning and interests.

In EDCPCS classrooms, teachers build positive, nurturing relationships with students, which research has shown is important to their social development and academic success.²⁵ Classrooms are organized in communities where children learn to collaborate with each other and their teachers.

EDCPCS classrooms also focus on developing children's social-emotional competence and are adult-supported rather than adult-directed and inquiry based, thus enabling students to develop self-regulatory skills. For example, teachers promote initiatives by allowing children to choose activities and soliciting their input regarding "projects" the class undertakes as part of lesson plans. Teachers engage children in a positive approach by encouraging curiosity and fostering a willingness to learn. They engage children in planned learning activities and join children in their play, guiding their discovery and extending their learning through higher-order thinking situations and questions. Teaching staff support children's growing skills in maintaining attention to tasks and encourage them to persist when they encounter obstacles in their play or in learning activities.

²⁵ K.M. Rudasill, & S.E. Rimm-Kaufman, Teacher-child relationship quality: The roles of child temperament and teacher-child interactions, *Early Childhood Research Quarterly*, 24, (2009), 107-120.

Developing children's social competence is another important focus of the EDCPCS classroom. Teachers play a key role in helping children develop positive peer relationships. Children are guided in moving from parallel play to true cooperative play as they develop their social skills. Creative learning activities, such as dramatic play, block play, and open-ended art activities, provide children with opportunities to build these relationships.

Play in EDCPCS classrooms is an intentional vehicle for learning in all subject areas. Teachers encourage children to experiment, make discoveries, and modify their current thinking to incorporate new insights. Teachers' verbal directions, physical assistance, and probing questioning help children figure out how to approach learning tasks, improve skills, and acquire knowledge. This allows for both language and concept development. Research has found that constructive, purposeful play is associated with developing self-regulatory competence, positive social skills, task persistence, and motivation to learn.²⁶

The physical environment of the EDCPCS classroom positively affects students' learning. Teachers construct the layout of their classrooms to help children know what is important, what they are to do, and how they might do it. High-quality physical environments are especially important for children who experience social and economic risks and may serve as a protective factor for these children.²⁷

This approach to instruction has resulted in high-quality classrooms within Educare schools. In fact, the quality of the classroom, including staff-child interactions, was measured in an independent study by researchers from the Frank Porter Graham at the University of North Carolina at the University of North Carolina at Chapel Hill in 12 Educare schools.²⁸ Researchers measured the quality of preschool classrooms on activities, staff-child interactions, space, and materials using the Early Childhood Environment Rating Scale (ECERS-R). On this measure, scores range from 1–7, with 5 generally being the benchmark for quality. Research showed that Educare reached the “good quality” benchmark with an average of 5.6 across the 12 schools, with 75% of classroom rating a score of 5 or above. Other national studies of preschool classroom quality have found classroom scores ranging from 3.5 to 4.8—putting Educare preschool classrooms well above this range.²⁹

Children with Disabilities: Teaching strategies for students with disabilities are defined by their Individualized Education Plan and are dependent on the student's disability. *The Creative Curriculum® for Preschool* is well suited for students with disabilities. Throughout the curriculum there are references to teaching strategies that might be used to help include students with disabilities, related to specific behaviors, rather than any identified conditions. For example, some

²⁶ J. Piaget, *Play, dreams, and imitation in childhood*. London: Routledge and Kegan Paul (1972).

²⁷ A.J Masburn, Quality of social and physical environments in preschool and children's development of academic, language, and literacy skills, *Applied Development Science*, 12(3), (2009), 113-127.

²⁸ The University of North Carolina at Chapel Hill, the Frank Porter Graham Child Development Institute, “Educare Implementation Study Findings–August 2012,” accessed January 20, 2014, <http://EDCPCS.fpg.unc.edu/resources/educare-implementation-study-findings%E2%80%9993august-2012>.

²⁹ Comparable studies of early childhood programs including NCEDL-PreK, QUINCE and FACES (Head Start) demonstrate quality ratings of 3.8, 3.5, and 4.8, respectively. November 2008. And: Head Start Family and Child Experiences Survey (FACES) 2003 Research Brief: A Whole-Child Perspective on Program Performance. Average ECERS-R Score was 4.9 in 1997 and 4.8 in 2000. *Administration of Children and Families*, May 2003.

students may have trouble learning through a particular modality (e.g., through vision or hearing). When teaching a student how to read a particular letter, for instance, a teacher might write the letter, say it aloud, and have the student trace the letter while repeating the letter. In this way, teachers can plan and individualize for all children. By doing so, children with disabilities can access the curriculum and maximize their potential.

English Language Learners: As the district continues to become more multicultural, the number of children who speak or live in households where more than one language is spoken is likely to increase. Current population data show that the Spanish-Speaking population in the district is fast becoming the largest non-English speaking group. Spanish-speaking students receive specialized instruction in both Spanish and English, and all daily activities are translated in both languages to ensure retention of the Spanish language, as well as to promote learning of the English language. EDCPCS also has a full-time Spanish-speaking volunteer who provides additional support to English language learners. To ensure that EDCPCS also provides support for Spanish-speaking parents, all important and necessary documentation is available in Spanish and English. All screenings and developmental tools, such as the Ages and Stages Questionnaire: Social Emotional, are made available in Spanish as well.

d. Strategies for Providing Intensive Academic Support

The Special Education Coordinator will serve as the Child Find Coordinator to locate, evaluate, and identify students with disabilities. Parents are involved in all steps of these processes. Other Child Find activities to locate and identify students needing special education services include parent referral, notices to parents of students enrolled as to the services available (full spectrum of services based on need), educational screenings, and review of educational files and history. Using Response to Intervention (RTI), EDCPCS uses research-based instruction, universal screening, progress monitoring, and, where necessary, remediation strategies and testing.

To ensure service for students entering EDCPCS, without prior diagnosis for special education, the School Director and the Special Education Coordinator together with teachers have established a Student Support Team (SST). The SST regularly reviews teacher observations, assessment results, and other data to identify any possible interventions, modification, or special education needs among EDCPCS students or students. In order to assess needs:

- **Tier 1:** According to RTI protocols, all entering students are at the Tier 1 level of RTI and are universally screened to set a baseline and future benchmarks for progress. When students are identified as being behind grade level or struggling, their progress will be more closely monitored through regular data collection.
- **Tier 2:** In the event of inconsistent or non-existent progress after three months, students will be referred to the Tier 2 status, a Student Support Team will determine the continuum of interventions necessary. The SST, along with the students' primary caregiver(s) will meet in order to identify the student's needs and provide an action plan for intensified intervention and support. Interventions will include remediation strategies, such as one-on-one instruction.
- **Tier 3:** The SST will meet regularly to assess progress and determine the need for on-going intervention. If data still does not indicate success over an additional three-month period, students will move to Tier 3 status for more intensive support. At this tier, additional out of classroom resources may be deemed necessary, which may include further testing and also the possibility of special education services.

Support for Students Struggling Academically

EDCPCS has extensive experience closing the achievement gap for students at risk. Students who enter the school performing below grade level will benefit from in-class services, such as the following:

- Specific practical life activities are used for developing fine motor skills and writing skills.
- The sequential, manipulative materials give the child concrete experiences to maximize his/her mathematical understanding.
- Individualized and small-group instruction geared to the child's specific developmental needs enables him/her to experience success and be willing to move on to more challenging tasks.
- Integrating arts into the academic curriculum offers the students numerous ways to learn concepts and create academic success for students who may otherwise struggle.
- A multi-sensory approach is utilized throughout the curriculum to facilitate success and high achievement for students with diverse learning styles.
- Materials and activities can be broken down into smaller chunks.
- An Assistant Teacher and Teacher Aide are available to support instruction in each classroom.
- The classroom and activities are designed for movement and refinement of coordination.
- Small-group, developmentally appropriate literacy and math instruction focus on individual students' areas of weakness that maximize their learning.
- Reading instruction focuses on decoding, comprehension, and fluency.

Identifying Students with Disabilities

EDCPCS meets the requirement of IDEA and provides a Free and Appropriate Public Education to students with special needs, including children with significant cognitive, language, social-emotional and/or health-related disabilities. Children are screened within the 45 days of enrollment into the school for possible disabilities. The screening consists of standardized health screening and developmental screening, which includes speech, hearing, and vision. It is a brief process, which can be repeated, and is never used to determine that a child has a disability. It only indicates that a child may need further evaluation to determine whether the child has a disability. Rescreening must be provided as needed.

1. **Early identification:** Students having academic or behavior problems are identified through a school-based process and provided the services and supports they need (see A.3.d for information on the Response to Intervention program and the Student Support Team). Children who have been identified may have one or more areas of need, including significant cognitive impairment, hearing impairments (including deafness, speech or language impairments), visual impairments (including blindness), serious emotional disturbance, orthopedic injury, other health impairments, or specific learning disabilities. For example, EDCPCS currently serves several students with hearing impairments, and staff work with children using sign language to provide additional support.
2. **Student support process:** EDCPCS has a core group of professionals that leads the work around all areas of students support and responds quickly to identified students' needs. This includes the Special Education Coordinator who works with classroom staff, family engagement staff, and families to coordinate optimal support for children with disabilities. Other members of the Student Support Team include the Lead Teacher, Master Teacher,

and a Licensed Practical Nurse, when necessary. The children receiving this type of support are usually students in Tier 2 status.

3. **Planning Individualized Educational Plan (IEP):** Children with identified concerns in developmental domain, and who are not making progress while in Tier 3 status are referred for further evaluation by qualified professionals. This process will start with a multidisciplinary Family Child Service Review in which the teaching team will develop modifications of the plan for individualized instruction for the child to support his or her unique needs. If the parents and team agree that the concerns about the child are beyond the scope of support that can be directly provided, a referral for evaluations will be made to DCPS. DCPS then will arrange for an individual evaluation and the development of the IEP in compliance with IDEA. The goals of the IEP are ambitious goals, ensure effective instruction, address the specific needs of the student, make use of differentiated instruction, include parents as part of the IEP team, and support students' transition to kindergarten. Students with IEPs receive services, accommodations, and modifications as specified in their IEP. The Special Education Coordinator will work with classroom teachers to provide the necessary accommodations and modifications. Special education students are integrated into the mainstream classroom whenever appropriate in the Least Restrictive Environment; they will have the same access to the general education curriculum as their peers. As needed, pull-out special education services are provided as deemed in the IEP. The student's progress is monitored throughout the year, and the IEP team will reconvene yearly to evaluate progress and to update the goals and services laid out in the IEP.

IDEA and 504 Practices

The school functions in full accordance with federal (IDEA), state, and local laws and regulations with regard to children with special needs. We are committed to providing an inclusive learning community where every child develops his/her full potential and individual differences are respected and embraced. We provide children identified with needs for special education and related services.

If screening results indicate a suspected disability, consent from the child's parent(s) is requested to refer the child for further evaluation. Following a formal evaluation, an Individualized Education Plan meeting is scheduled with the parents, the Master Teacher, Lead Teacher, and Special Education Coordinator. If it is determined that the child has a disability and qualifies for special education services, an Individualized Education Plan is developed with input from all attending the meeting, including the child's parents that sets individualized goals and objectives, specifies the special and regular education services and supports to provide which meet these goals and objectives, designates the staff responsible for providing and ensuring the delivery of these services, and sets timelines for meeting these goals and objectives.

EDCPCS provides a full continuum of service for students with disabilities. With parents, teachers, and other school personnel, an appropriate education program is designed for each student, with emphasis on providing services in the Least Restrictive Environment, when possible. Services range from regular class placement, with regular and special education teachers collaborating and supplementary aids; placement in special classes for students whose disabilities require special programming for part of the school day within the neighborhood school, with the student spending the remainder of the day in the general education classroom or in activities with students who do not have disabilities (combination inside and outside of general education setting); a self-contained, special education classroom full-time within the neighborhood school;

a self-contained, special class full time in a separate school; and were necessary, home and hospital instruction, when necessary.

Data to Identify Least Restrictive Environment

EDCPCS makes Least Restrictive Environment decisions based on the determination of the student's individual needs, goals, and required services. Placement decisions are revisited at least annually by the IEP team, which includes the parent and other persons knowledgeable about the students, the meaning of the evaluation data, and the placement options available in the district. Placement decisions are reconsidered when an IEP team is convened to review a children academic, functional, or developmental progress.

Continuum of Services

The Special Education Coordinator provides or works with other specialists and staff to provide a continuum of instruction options for all struggling students. The coordinator collaborates with general educators to provide struggling students with both push-in and pull-out support to pre-teach or re-teach lessons in core subject areas, fill in learning gaps, build compensatory strategies, and remediate deficit skills during individualized learning time, as well as alternative scientifically based instructional methods and tools to supplement the learning when necessary. Qualified special educators and well-trained paraprofessionals work together to provide intensive support for students with IEPs mandating intensive services.

e. Strategies for Meeting the Needs of Accelerated Learners

The *Creative Curriculum® for Preschool*, which supports children's learning through play through a creative and rich environment, inherently supports exceptional learners. The curriculum encourages children to become independent, self-confident, inquisitive learners. Children learn at their own pace and can advance when they are ready for more challenges. The curriculum also offers teachers daily opportunities to individualize instruction, helping them meet the needs of accelerated learners.

f. Graduation/Promotion Requirements

Students are promoted to the next level (PK-3 to PK-4, PK-4 to kindergarten) based on the recommendation of the teacher and approval by the school director. Their readiness to advance to the next grade is dependent on their mastery of the four areas of development—physical, language, cognitive, and social/emotional— that are the focus of *The Creative Curriculum® for Preschool* and on data from continuing assessments. While the law requires that children are “kindergarten-eligible,” i.e., determined by their date of birth on or prior to the date that the school district uses to determine that children are eligible to enroll in kindergarten, attend kindergarten, EDCPCS has pre-k exit expectations, measured by the Teaching Strategies GOLD® Assessment. These expectations are aligned with the DC Common Core Early Learning Standards. The skills measured include the following:

- Attends and engages with curiosity
- Demonstrates understanding of print concepts
- Demonstrates understanding of spoken language
- Matches, groups, and classifies objects
- Observes and describes the characteristics of living things
- Demonstrates understanding of people and how they live
- Engages in music, movement, and drama activities

- Expresses a variety of feelings and learns to manage them
- Demonstrates strength and coordination of large muscles

EDCPCS students exiting the preschool to kindergarten are also administered the Bracken Basic Concepts Scale which evaluates children's comprehension of concepts, such as sequence, letters, and colors, that are essential to early communication development and school readiness. Recommendations based on this data are shared with parents.

4. Support for Learning

a. Planning Year

As a conversion charter school, EDCPCS will already be operating an existing program, so there will be fewer planning year activities from charter approval to opening day than are typically required of founding groups starting new charter schools.

Calendar of Activities

Calendar of Activities From Charter Approval to Opening Day	
Month	Activity
June 2014	<ul style="list-style-type: none"> • Charter awarded • Meet with PCSB to discuss conditions for full approval • Create project plan to satisfy PCSB conditions within required timeline • Develop materials to inform current Educare DC parents of the charter conversion • Meet with existing parents to further educate them about the conversions and its impact on them and their children
July 2014	<ul style="list-style-type: none"> • Incorporate EDCPCS as a 501c3 corporation • Develop and finalize policies, procedures, and forms regarding enrollment, waitlists, lottery, and withdrawal of students • Develop a promotion and outreach plan to secure adequate numbers of applications to ensure full enrollment • Accept applications
August 2014	<ul style="list-style-type: none"> • Finalize board membership to transition from a founding board to a charter school Board of Trustees • Execute promotion and outreach plan • Accept applications
September 2014 – October 2014	<ul style="list-style-type: none"> • Finalize and approve bylaws and all governing documents of the Board of Trustees • Elect board officers and appoint board committees • Execute promotion and outreach plan • Accept applications
November 2014	<ul style="list-style-type: none"> • Execute promotion and outreach plan • Accept applications
December 2015	<ul style="list-style-type: none"> • Execute promotion and outreach plan • Accept applications

January 2015	<ul style="list-style-type: none"> • Execute promotion and outreach plan • Accept applications • Revise and approve goals and student academic achievement expectations for the 2015–2016 academic year
February 2015	<ul style="list-style-type: none"> • Revise and re-align curriculum and instructional practices to meet the approved goals and achievement expectations • Accept applications
March 2015	<ul style="list-style-type: none"> • Accept applications • Hold lottery • Adapt student-related policies and procedures in use by Educare DC School for use by EDCPCS requirements • Approve student-related policies and procedures
April 2015	<ul style="list-style-type: none"> • Finalize and approve budget for 2015–2016, including staffing requirements
May 2015	<ul style="list-style-type: none"> • Ensure all conditions for full charter approval are met • Enroll students • Approve goals for the executive director for the 2015 – 2016 academic year • Approve board goals for the 2015 – 2016 academic year
June 2015	<ul style="list-style-type: none"> • Enroll students • Sign charter contract
August 2015	<ul style="list-style-type: none"> • Enroll students
September 2015	<ul style="list-style-type: none"> • EDCPCS opens

Anticipated Challenges

Because EDCPCS has been operating in DC for 2 years, it already addressed the challenges of opening in a new city. As evidenced by its full enrollment and new facility, it's apparent that EDCPCS will be well supported in DC.

b. School Organization and Culture

EDCPCS believes that *all* young children, including those who have disabilities or are English language learners, who experience the world as predictable and supportive develop strong emotional foundations and relationships that are essential for learning. The EDCPCS model, which is drawn from a wide range of research-based practices, is based on the belief that safe and nurturing learning environments support young children who are growing up in stressful, impoverished communities. While the school focuses on developing pre-literacy and early math skills, an equal emphasis is placed on developing children's social-emotional skills: the ability to focus on a task, persistence, impulse control, and cooperation with peers.

The core features of EDCPCS schools reflect the best-available, evidence-based strategies for effectively preparing at-risk children and their families for success in school. As mentioned previously, these features include, a low staff-child ratio and small class sizes, research-based strategies, continuity of care, on-site family support services, high staff qualifications and intensive staff professional development, enhanced focus on language and literacy, problem solving and early math skills and concepts, and the integration of the arts into the curriculum, an emphasis on social-emotional development to promote school readiness, a team approach that incorporates multiple perspectives of staff members and families, and reflective practice and supervision of staff.

However, EDCPCS is more than successful educational model. It is a memorable, nurturing place, designed and constructed with children's learning in mind. Classrooms are safe, comfortable places that promote strong relationships between the teaching staff and young children and foster children's exploration, learning, and development. Spaces encourage interactive learning so that teachers and children are seen together reading, acting out stories, creating artwork, counting, or conducting simple experiments. Creative learning activities, such as dramatic play, block play, and open-ended art activities, provide opportunities for children to build positive relationships with peers. Literacy-enriched socio dramatic play centers in EDCPCS classrooms encourage children to help each other and support collaborative literacy learning.

Children with Disabilities

EDCPCS is committed to serving and supporting children with disabilities and their families. As part of early intervention services, parents of students first enrolled at EDCPCS are asked whether their child is receiving special education services. If they have a concern regarding their child's development, they can request additional information from their child's teacher or the Family Engagement Specialist. EDCPCS's aim is to meet the needs of all children who are enrolled in the school through individualization and full inclusion. The staff work closely with families to ensure that if a child is on an Individualized Educational Plan (IEP), supports in place are aligned with the IEP goals and the student is progressing to meet their goals.

Complaint Resolution Policy

Parents have the right to make informal complaints of conduct that they consider to be detrimental to their child, including harassment and bullying by verbally reporting this to a teacher or other school personnel. Such informal complaints shall be reasonably specific, including person(s) involved, number of times, and places of the alleged conduct, the target of harassment intimidation and/or bullying, and the names of any potential student or witness. The school staff member who receives an informal complaint shall promptly document the complaint in writing by completing the *Report of Bullying, Aggressive, or Prohibited Behavior* form found in the main office. This written report shall be promptly forwarded by the school staff member to the school leader for review, investigation, and appropriate action. If the complaint is not resolved, the parent has a right to go directly to Board with the written complaint.

The school respects the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by the law.

c. Safety, Order, and Student Discipline

At EDCPCS, each child and his or her level of development, individual personality, family, and cultural influences is respected. EDCPCS creates a nurturing environment to influence positive behavior. Teachers are fully trained in developmentally appropriate practices and how this applies to positive guidance strategies.

Child Rights

EDCPCS believes that every child has the right to be protected from the following behavior from any adult in the school, including staff, parents, and visitors:

- time outs

- corporal punishment, including hitting, spanking, swatting, beating, shaking, pinching, and other measures intended to induce physical pain or fear
- threats regarding to the actual withdrawal of food, rest, use of the bathroom, or play
- discipline of children for toilet accidents
- abusive or profane language
- any form of public or private humiliation, including threats of physical punishment and/or
- any form of emotional abuse, including shaming, rejecting, frightening, or isolating a child

The safety, order, and student discipline rules apply to all students equally at each grade, including those with disabilities.

Discipline Policy

The school has a set daily routine but allows for flexibility. Clear guidelines are provided so that children know what is expected of them. Limits that relate to safety and the protection of self, others, and the environment are clear and enforced consistently in a positive way. Children are given time to respond to expectations.

Teachers may use a variety of strategies, depending on the child and the situation, to include, but not limited to:

- gaining a child's attention,
- staying in close proximity to the child,
- reminding,
- acknowledging feelings before setting limits,
- redirecting or diverting,
- age-appropriate choices, and
- natural consequences

All children are treated with respect. Children are not disciplined in a punitive manner. The school's goal is to encourage children to develop respect, self-control, self-confidence, and sensitivity in their social interactions during their time at EDCPCS.

The child will be verbally warned and the aggressor redirected. Staff will assess the situation and discuss what happened with all parties involved. Parents of each child will be notified. If necessary, the aggressor will be redirected to a quiet activity.

Ensuring the safety of all children is EDCPCS's first priority. If, at any time, a child's behavior presents a danger to him/her or others, and does not respond to staff interventions or support, the school will contact a parent or guardian to pick him/her up.

Action to Prevent/Correct Negative Behavior:

- modeling appropriate behavior in actions and words
- being consistent with expectations and rules
- stating directions in a clear and positive manner
- using positive reinforcement of appropriate behavior
- providing age appropriate toys and activities—avoiding boredom and conflict
- redirecting children to an alternative activity
- removing the child for a short time (until the child regains self-control)

- verbally discussing children's behavior and how conflicts can be solved

The EDCPCS teaching staff also utilize elements of a Conflict Resolution Model. This aims to teach children about character, as well as, working cooperatively and respecting and valuing the feelings of others.

Aggressive behavior is described as:

- verbal abuse towards children and/or staff
- any behavior that may result in physical harm to oneself, other children, and/or staff
- repeated disruption of daily routine

All of the following methods of interacting with children in care are prohibited:

- physical force or any other form of corporal punishment, including spanking, pinching, and/or hitting
- physical restraint or restricting a child's movement by binding or tying them
- using mental or emotional stress as a means to discipline a child
- denying a child of meals, snacks, rest, or necessary toilet use
- isolation (meaning an area where they will be alone without supervision)

Discipline Policy Development Timeline

The Board will review the discipline policy as it exists during the planning year.

d. Professional Development for Teachers, Administrators and School Staff

General

Embedded Professional Development is every day and ongoing, defined by school operations on a daily basis to enhance the work and professional growth of all practitioners. The goal is to make sure that administrators and teachers align their goals with the school's mission and philosophy, and create strategies for achieving them.

EDCPCS's Professional Development efforts are focused on increasing the quality of teaching and family support to improve child and family outcomes. EDCPCS receives tailored consultation, technical assistance, and training by a team of Educare Advisors from the national Network of Educare Schools. Together, the Advisors work with EDCPCS leaders and staff to capitalize on the school's assets so as to bridge gaps, overcome challenges, and collaboratively develop strategies, activities, and resources to fully implement the Educare model. The Educare Advisors work with EDCPCS to build upon and enhance the knowledge and skills of staff as they continuously improve practices with young children and families. All trainings, implementation assistance and learning events are:

- interactive and participative
- collaborative and relational, experiential, and job relative
- focused on behavioral changes from application to practice
- skills based

Teacher Development

Teachers' goals are identified on the *Individual Professional Development Plan Form*. Information on workshops, webinars, seminars, and /or conferences is provided to address these goals. The professional development activities for consideration are sponsored by organizations in the area.

Additional supports for staff professional development goals include ongoing coaching and mentoring sessions, as well as during Reflective Supervision, are held weekly. These supports are provided to staff across disciplines by supervisors (Lead Teachers), Education Coordinators (Master Teachers), Administrative and Family Support Managers, and Curriculum Specialists.

Other professional development opportunities, offered by the DCPS which EDCPCS staff participate in, include in-service training events throughout the year that focus on a variety of topics, such as CPR and first aid, medicine administration, nutrition, reflective supervision, lesson study (group work), the Step Assessment, the Teaching Strategies Gold Assessment, the Teaching Strategies Gold Assessment, guidance and discipline, child abuse and neglect, autism, SIDS, school readiness, USDA /CACFP, cultural awareness, and team building. Specifically, for the 2013-14 school year, training topics include: “Intentional Teaching in the Interest Areas of The Creative Curriculum for Preschool,” “Addressing Challenging Behaviors,” and “Common Core Early Learning Standards 101.”

EDCPCS staff participate in additional professional development opportunities through membership in the Educare Learning Network. These include: Early Math Webinars, Early Literacy Webinars, Core Trainings for Master Teachers and Family Support Staff, as well as an entire Training Catalog filled with other professional growth opportunities.

Staff Development

EDCPCS professionals with common responsibilities and content areas come together weekly throughout the year as communities of practice. These peer-learning events include focused time to share challenges and lessons learned, targeted training and learning events, and opportunities to learn from national experts in the field. Learning Groups facilitate continued program development and deepened work together through face-to-face and Web-based meetings and trainings, as well as EducareConnect (the Network’s extranet).

Staff receive ongoing support on their educational goals. In addition to staff and supervisors having discussions during supervision, the Staff Development & Training Specialist meets with staff quarterly to inquire about their goal progress and offer additional support if needed, as well as an update of the *Staff Credentials Tracking Grid*.

Additional training sessions /opportunities for staff development will be planned for the director and other key staff and prospective teachers should a charter be granted.

Teacher, Staff, and Administrator Development

Reflective Practice, using experience, interaction, and reflection in a process of continuous learning, is a hallmark of Educare schools. The process of Reflective Supervision and the supervisory relationships that result create an overall environment for continuous learning about one’s professional self in relation to work with children, parents, and colleagues at the school and as such, result in higher quality care for families and their children. Because work with families engages both the intellectual and emotional sides of staff and supervisors, high-quality, ongoing supervision provides time for each individual to pause and reflect together about their experiences, which is critical to support their professional growth.

Reflective Supervision is implemented by Master Teachers who oversee 4-6 classrooms, depending on the organizational model. Supervisors ensure that intensive coaching, mentoring,

and support to teachers result in excellent classroom practice and staff retention, as measured through appropriate assessments, staff surveys, and turnover reports. Together with their supervisors, all staff members develop individual plans for professional development, with goals and objectives, and demonstrate annual progress toward meeting their goals.

School administrators also participate in professional development on a monthly basis to ensure that the school is following its strategic plan for student achievement and strategies are executed and evaluated for quality performance. Administrators will also take advantage of leadership training in best practices in leadership, curriculum, and instruction, such as attending the national charter school conference, FOCUS trainings, National Charter School Resource Center trainings, the iNACOL conference, State and National Title 1 Conferences, and OSSE conferences. Administrators are reviewed by the Board on an annual basis.

EDCPCS staff also participate in three different community of practice meetings twice a year, designed for school leaders, master teachers, and family support leaders through the national Educare Learning Network.

Students with Disabilities and English Language Learners

Annual training is offered to staff regarding students with disabilities through specialized workshops; LEA trainings; in-service trainings, such as “Supporting Children with Disabilities in the Creative Curriculum Classroom;” consultation with Master Teachers; and consultation with the Mental Health Consultant/Disabilities Coordinator. Although currently there are no English language learners in our student body, staff at EDCPCS will be ready to support their learning needs. PD in-service training events for the 2013-4 school year, which staff is attending to support their work with these students include “Supporting Dual-Language Learners.”

e. Structure of School Day and Year

Educare DC Charter School’s is open 235 days a year from 9 a.m. to 3 p.m. daily. All students attending the charter school also have access to before and after school care from 7 a.m. to 9 a.m. and 3 p.m. to 6 p.m., respectively. This care is provided independently by Educare DC through its Head Start program. Educare DC Charter School is open 235 days a year. Following is Educare DC’s schedule for the 2013-1014 School Year which will be adapted by the Educare DC Charter School in 2015 – 2016. Immediately following is a daily schedule for a typical 9:00 a.m. to 3:00 p.m. day at Educare DC Charter School.

Educare DC School Preliminary Annual Calendar		
Month	Activity	Date
December 2013	• Professional Learning – Staff	<i>December 13</i>
	• Winter Break	<i>December 23 – 31</i>
January 2014	• Winter Break (continued)	<i>January 1 – 3</i>
	• Dr. Martin Luther King Day	<i>January 20</i>
February 2014	• Professional Learning – Staff	<i>February 14</i>
	• President’s Day	<i>February 17</i>
	• Parent-Teacher Conferences	<i>February 24</i>
March 2014	• Professional Learning – Staff	<i>March 28</i>
April 2014	• Spring Break	<i>April 14 – 21</i>

	<ul style="list-style-type: none"> • Emancipation Day 	<i>April 21</i>
May 2014	<ul style="list-style-type: none"> • Professional Learning – Staff 	<i>May 16</i>
	<ul style="list-style-type: none"> • Memorial Day 	<i>May 26</i>
June 2014	<ul style="list-style-type: none"> • Parent-Teacher Conferences 	<i>June 2</i>
	<ul style="list-style-type: none"> • Preschool Transition Day (last day for Preschoolers) 	<i>June 20</i>
	<ul style="list-style-type: none"> • Summer Clean-up, Room Transition, Preparation for next year • Professional Learning Events • Home Visits 	<i>June 23 – 27</i>
	<ul style="list-style-type: none"> • Summer Break 	<i>June 30</i>
July 2014	<ul style="list-style-type: none"> • Summer Break 	<i>July 1 – 4</i>
	<ul style="list-style-type: none"> • Transition Week – staggered enrollment and part-days enrollment 	<u><i>July 7 – 11</i></u>
	<ul style="list-style-type: none"> • Professional Learning Days – Staff 	<u><i>July 7 – 11</i></u>
	<ul style="list-style-type: none"> • Parent orientations 	Individualized dates
Date Legend	<ul style="list-style-type: none"> • <i>Closed for staff and students</i> • <i>Closed for students</i> • <u><i>Closed at 12:00 pm for students</i></u> 	

Educare DC Charter School Daily Schedule	
Time	Activity
9:00 to 9:10	Morning meeting
9:10 to 9:30	1 st Read Aloud
9:30 to 10:00	Small group activities
10:00 to 10:45	Investigation study
10:45 to 11:00	Bathroom
11:00 to 11:20	Gross motor and outdoor play
11:20 to 11:35	Sound, songs, symbols, circle time, mighty minutes
11:35 to 2:00	Lunch time, bathroom, quiet time
2:00 to 2:10	Afternoon snack
2:10 to 3:00	Closing meeting: Teachers review the lesson of the day and engage in a Mighty Minutes Activity that feature short and playful songs, chants, rhymes, games, and activities that turn “in-between time” into learning time.

d. Family Involvement

Family Involvement

EDCPCS intensive family engagement is focused on three areas: (1) building parent knowledge, skills, and positive parenting disposition; (2) providing parents with information about their child’s growth and development and encouraging parents to take responsibility for promoting children’s learning; and (3) supporting parents’ involvement in the education of their child as partners at EDCPCS and into the primary grades and beyond. EDCPCS family engagement staff provide intensive, frequent, and intentional interactions with families to promote progress toward these goals. Family engagement staff work with families through the following strategies:

- **Goal-Setting:** Annual written Family Engagement Program Plans and Family Partnerships Agreements are data-based and focused on achieving goals in EDCPCS's three areas of family work—(1) building parent knowledge, skills, and attitudes related to positive parenting, (2) providing parents with information about their child's growth and development, and encouraging parents to take responsibility for promoting children's learning, and (3) supporting parents' involvement in the education of their child at EDCPCS and into the primary grades and beyond—and include, group, individual, home, and on-site strategies.
- **Sharing Data:** Family engagement and teaching staff collaborate to share data on teacher-child interactions and children's progress toward learning standards and other outcomes. Families are provided with specific strategies to promote further learning at home through a minimum of two home visits and two parent-teacher conferences per year. Besides Parent Teacher Conferences, families can discuss their child's progress at any time with their teachers.
- **Supporting Transitions:** The transition into kindergarten is planned and facilitated so that families are engaged in the process and children are supported. Transition activities includes:
 1. Contact with schools in the area, regarding specific directions on the application and enrollment processes so that parents had multiple options to select appropriate, high quality schools for their child to attend;
 2. Transition events for parents at EDCPCS that explain the array of school types available to them and help identify high-quality elementary schools that best meet their child's and family's needs, provide comparisons between schools based on indicators of quality data, and assist parents with application and enrollment forms; and
 3. An annual, special event for parents of children transitioning to kindergarten to have the opportunity to engage with kindergarten teachers, other elementary school leaders and staff, and already-transitioned families to hear about kindergarten learning expectations, get tips on how parents can support their children during this transition and hear ideas for sustained learning at home.

EDCPCS families are supported as they nurture the development of their children. Family Engagement Specialists focus on providing individualized attention to family goals and overall development. Family Engagement Staff assist families in finding needed resources; providing referrals to other services, agencies, or consultants; identifying strengths and concerns and setting goals and time frames to meet those goals, and responding to the needs of families.

Parent Trainings, Programs, and Initiatives

At EDCPCS, we recognize that families are an integral part of the school community. Parents are encouraged to become involved in making decisions for school through the following representative organizations and opportunities:

- **Parent Committee:** All parents of enrolled children are automatically members of the Parent Committee. Meetings are held once a month to give parents an opportunity to assist in the development of activities that address their interests and needs. Important school updates are also discussed. Topics for the meetings include "Child Development," "Child Language and Literacy," "Nutrition," and "Child Guidance."
- **Parent Policy Committee:** This committee shares responsibility with staff for overseeing the delivery of high quality services to children and families. Through the Policy Committee, parents and other community representatives are empowered to actively participate in the

shared decision-making process. Serving on this committee provides an opportunity for parents to develop valuable team skills and communication and leadership skills. Policy Committee members are nominated and elected annually by the Parent Committee in the fall.

- **Policy Council:** As a delegate of United Planning Organization, EDCPCS parents are represented on the citywide Policy Council. Members represent each delegate agency. Representing EDCPCS, a parent on this council can help guide the direction of the work across multiple agencies and sites.
- **Volunteering:** Volunteering is an important component of the EDCPCS's programming. Parents are welcome to volunteer in their child's classroom at any time.

Besides these opportunities, EDCPCS offers monthly parent meetings on topics that reinforce the parent-teacher partnership, such as ways parents can extend children's learning at home. One recent initiative, "Boots to Suits," was aimed at encouraging fathers to be more engaged with their child's learning and development.

Non-English Speakers

Family engagement is a priority at EDCPCS and part of its core elements. We recognize that there are often barriers to engaging non-English speaking families, such as lack of English proficiency. To address this issue, EDCPCS will send out bilingual home correspondence, provide the *Family Handbook* in Spanish, make available a translator or volunteer bilingual parent for meetings, and provide a language line that offers translation services.

Informing Families of their Rights

Parents of EDCPCS students are informed by the school district of their rights under the Individuals with Disabilities Education Act or Section 504 of the American with Disabilities Act and have the right to disagree with the school district's decisions. They are notified before the school takes any action regarding the identification, evaluation, and placement of their child.

Communication with Families

Parents will be notified of school closures, early releases, and late starts due to inclement weather or emergencies on the school's website, the DCPS homepage, email alerts, and/or through text messages (a sign up online is required).

Awareness of School Performance

Families will be made aware of its performance against the goals it has established outside the Public Charter School Board's Performance Management Framework. EDCPCS will provide the PCSB link on the school's website for parents to access the School Performance Report and a link to the annual report on the school's profile page on the DCPS website. In addition, the school community will review the school's performance as part of their students' ILP discourse and understanding of data and statistics. Should EDCPCS participate in the proposed school's performance on the Public Charter School Board's Performance Management Framework (PMF), families will be made aware of the school's performance by receiving a full report via email, coupled with a workshop to explain each indicator. The school will present a mini-version of the PMF, featuring individual performance reports of similar charter schools. The workshop will address frequently asked questions concerning PMF such as:

- Why was the Performance Framework adopted, and what is its purpose?
- How does the school compare to other preschools in Washington DC?

- What is the difference between Student Achievement and Student Progress? How does the Tier program affect funding?

g. Community Partnerships

In addition to EDCPCS's work as a foundational partner in DCPNI, an important component of our strategy to extend the school's impact locally centers on supporting the United Planning Organization (UPO), our core programmatic partner in EDCPCS in raising the quality of its early childhood education services at other early learning sites across the District.

EDCPCS also works in partnership with several organizations in the District to help serve young, low-income children and their families. This includes collaborating with neighborhood organizations, such as DC General Community Partnership Homeless Shelter, Marshall Heights Workforce Development, and Unity Health Clinic to generate referrals to EDCPCS and ensure that we are reaching the most at-risk children. Family support staff has built strong partnerships with many other community-based organizations in the District and are connecting families to available resources (see the chart below). Georgetown University has also become a valuable partner in providing volunteers for EDCPCS events. Georgetown University has also become a valuable partner in providing volunteers for EDCPCS events.

In addition to EDCPCS's work as a foundational partner in DCPNI (see chart below), an important component of our strategy to extend the school's impact locally centers on working the United Planning Organization to raise the quality of early childhood education services at other early learning sites across the District.

EDCPCS Community Partnerships

Community Partner	Activity	How It Enhances Student Learning	Details
DC Promise Neighborhood Initiative (DCPNI)	<ul style="list-style-type: none"> • EDCPCS serves as the early childhood partner for DCPNI 	Data utilization informs continued quality improvement to improve student outcomes; strengthens community and family involvement	<ul style="list-style-type: none"> • EDCPCS provides data to DCPNI • EDCPCS participates in DCPNI community and project planning meetings • EDCPCS is a member of the DCPNI principals groups made up of representatives of education institutes in the community • EDCPCS has representation on the DCPNI parent and community committees
Advocates for Justice	Provides training to parents and staff to support equitable service in public education.	Educational Advocacy and Parental Rights in Education	Educates parents, youth, and the community about the laws governing public education, specifically for children with special needs. Seek to empower youth and parents to be

			effective advocates and youth to self-advocate to ensure that children receive an appropriate education. It's ADJ mission to make the public aware of the consequences of institutional negligence of children with or without disabilities and to promote school accountability.
Child & Family Services	CFSA works to improve the safety, permanence, and well-being of abused and neglected children in the District of Columbia and to strengthen their families. CFSA also works with staff to provide trainings to parents and staff regarding Child Abuse and Neglect.	Health and Safety. Well-Being	The DC Child and Family Services Agency (CFSA) is the public child welfare agency in the District of Columbia responsible for protecting child victims and those at risk of abuse and neglect and assisting their families.
KidsSmile Dental	Refer EDCPCS families for dental health services.	Oral Health and Nutrition Prevention	
District of Columbia Department of Transportation	Distributes age and weight appropriate car and booster seats to children enrolled.	Health and Safety	The Department of Transportation provides oversight of transportation services to the District of Columbia.
Neval Thomas Elementary School	Assist with recruitment and enrollment; while supporting transitional services to children who will age-out of our HS program.	Public Education	Neval Thomas Elementary school is a D.C. Public School that provides services to children Pre-K through 6 th grade. In addition, Neval Thomas is also a part of DCPNI.

Ward 7 Education Council	Provides a monthly forum for parents, community and educators the opportunity to discuss current issues that directly impact education in Ward 7.	Educational Advocacy	The Ward 7 Education Council is an organization focused on the continued improvement of the quality of education in Ward 7. The membership embodies the families, educators, and community members of the District of Columbia's seventh ward.
Epilepsy Foundation	Provides technical assistance and training to parents and staff about epilepsy.	Health and Nutrition Prevention	The mission of the Epilepsy Foundation is to stop seizures and SUDEP, find a cure and overcome the challenges created by epilepsy through efforts including education, advocacy and research to accelerate ideas into therapies
Prevention of Blindness	Conducts vision screenings for all children enrolled. In addition to providing referrals for children who need additional optical treatment.	Health and Nutrition. Preventative Screenings	Provide public health education and information on retinal degenerative diseases to all who request it, in order to increase knowledge and awareness of these diseases.
Save the Children	Increases family access to essential community-based social services	Facilitates the coordination of services to children and families at EDCPCS	Provides consultation, training and technical assistance to EDCPCS on topics, such as mental health and transition to school through meetings and events.
DC School Reform Now	School advocacy support for families	Refers EDCPCS families for the identification and expressed need of advocacy support for public education, school transition, assistance for parents, and parent engagement support	Provides onsite workshops and individual transition services to families referred from EDCPCS , including workshops, parent informational sessions, application support, and information about school programs and scholarships.

Advisory Neighborhood Council ANC 7Do7	Increasing family access to essential community-based social services	Facilitates family engagement services for EDCPCS families	This agency will assist with recruitment efforts, support to families to ensure that community resources are equitably administered to EDCPCS families and that they are aware of quality early childhood services.
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EDCPCS Extracurricular Activities

Educare DC, which is predominately funded by Head Start, offers extended day hours before school from 7 a.m. to 9 a.m. and after school from 3 p.m. to 6 p.m. to students who attend EDCPCS. Activities, which are inquiry based and child lead, are geared to be an extension of the school day, allowing for further and deeper learning opportunities and include table activities with math manipulatives and small-group reading instruction.

B. BUSINESS PLAN

1. Planning and Establishment

a. Profile of Founding Group

The founding group of Educare DC Public Charter School (“EDCPCS”) comprises 11 members, 7 of whom are currently members of the Educare DC board and staff members from the Educare Learning Network and the Ounce of Prevention Fund Ounce, which has partnered closely with the Buffett Early Childhood Fund over the past 12 years to spread high-quality early learning programs across the country. Although none of the founding members have direct experience with charter schools, they do represent a rich, deep expertise in early childhood programming and were instrumental in founding, governing and operating Educare schools across the country. In no instance has a founding group member been engaged in a school that was closed.

Maribel Centeno, Assistant Director, Educare Learning Network – Ounce of Prevention Fund

Maribel has over twenty-five years of experience in early childhood program development and administration, including birth-preschool childcare, Early Head Start, and Head Start. Prior to joining the Ounce of Prevention Fund’s Educare Learning Network team, she worked in early childhood centers as a teacher and as an administrator in both urban and suburban communities. In her previous position, Maribel was the Vice President of Child and Family Development for a community-based social-service agency where she opened a privately funded birth-to-three program with a home-based visitation component, modeled after Early Head Start.

In her current role as Assistant Director, Maribel provides implementation assistance, consultation, training and peer learning opportunities to schools across the Educare Learning Network in order to support the successful implementation of and fidelity to the Educare model. Working in collaboration with Educare school leadership, Maribel supports embedded professional development, curriculum and instructional support, family engagement, and overall program management and sustainability. Maribel holds a bachelor’s degree in Integrated Studies in the discipline of Social Work and Women’s Studies from Loyola University, a master’s degree in Curriculum and Instruction in Early Childhood Education from Chicago State University and is a certified Brazelton Touchpoints trainer/mentor.

Candice Percansky, Consultant – Educare Learning Network

Candice Percansky has over twenty-five years of professional experience in birth to five/early education which has included program design and implementation, professional development, consultation, administration of services and clinical work with young children and families. She has also been on faculty and was the Associate Director for the Erikson Institute Infant Studies Program. She has developed both intervention and professional learning for programs serving young children and families throughout the U.S. and internationally. She has authored several publications in the area of supporting developmental outcomes in young children and families through strengthening relationships with families and staff. Candice has lectured and taught on issues in child development, assessment, reflective practice and supervision, infant/child mental health, leadership and program development.

Currently, Candice is a consultant for local and national early childhood initiatives, including Educare of Washington, D.C., and supervises other early childhood consultants. She received a Bachelor of Science degree in Child Psychology and Educational Psychology from the University of Minnesota followed by a Master of Arts degree in Early Childhood Special Education from the University of St. Thomas.

Portia Kennel, Executive Director, Educare Learning Network – Ounce of Prevention Fund

Portia Kennel, M.S.W., has over twenty-five years of experience in developing, implementing and scaling effective, research-based early childhood education models for high-needs children and their families. In 2000, she created the first Educare school to serve young children, age birth to five, at risk of school failure. As the Executive Director of the Educare Learning Network and in partnership with the Buffett Early Childhood Fund, Portia has led the national expansion of Educare schools that demonstrate Educare's model of early learning practices for closing the achievement gap in a diverse range of communities. She has worked to create systems of effective embedded professional development for early childhood education leaders and staff that develop early childhood professionals' skills, capacity and expertise in implementing evidence-based programs to strengthen outcomes for very young children and their families. Under Portia's leadership, the Educare Learning Network has developed a strong professional learning community among leaders and staff, providing the training, support and opportunities for peer collaboration that lead to continuous quality improvement in early childhood education. Portia also provided senior leadership to the Educare Network's ongoing partnership with researchers at the Frank Porter Graham Child Development Institute at the University of North Carolina-Chapel Hill to ensure that evaluation results are fed into a cycle of continuous improvement and refinement of Educare's best practices for closing the achievement gap at kindergarten for high needs students. Portia holds a master's degree in social work from the University of Illinois, is a Zero To Three Fellow, and has served on a variety of state and national committees and task forces.

Dana Jones, President and Chief Executive Officer – United Planning Organization

Dana Jones is a member of the Educare DC Board and a founding partner in bringing Educare to the District of Columbia, as its Head Start program provider. Dana is the Chief Executive Officer of the United Planning Organization (UPO). UPO, whose mission is to Unite People with Opportunities, is a private non-profit organization founded in 1962 with funding by the Ford and Meyers Foundations to address urban unemployment. In 2012, UPO served 92,000 persons and supported 50 different organizations in Washington, DC, providing an array of human services. Dana is the Past President and CEO of the Southern Maryland Tri County Community Action Committee, an award-winning organization, nationally recognized for its success in moving families from poverty to self-sufficiency. SMTCCAC Inc. is a 2004-2005 *Families Count* Award Recipient. This prestigious honor, presented by the Annie E. Casey Foundation, recognizes an elite class of non-profits nationwide. They used assets-building strategies that provide financial literacy, skills training and homeownership as vehicles to Family Economic Success. A graduate of the University of Maryland, Eastern Shore he has pursued advanced graduate studies at Salisbury (Education) and Bowie State Universities (Administrative Management). He holds a Master's of Divinity Degree from Howard University and is currently in graduate school at UMES's Organizational Leadership Doctorate Program.

Sarah Bradley, Chief Operating Officer – Ounce of Prevention Fund

Sarah Bradley has over 25 years of experience in nonprofit management, including the past 20 years at the Ounce of Prevention Fund. In her current role as Chief Operating Officer, she oversees the creation and implementation of strategic initiatives and operations, including human resources, finance, and information technology across a \$50 million annual budget. Sarah was instrumental in securing the resources to build the technical assistance and training infrastructure to support national expansion of the Educare model over the last decade. Sarah played a lead role in establishing Educare of Washington, D.C. in 2010 including overseeing facility construction, establishing a governance structure of the agency, creating a successful staffing pattern for the school, managing fiscal oversight and securing New Market Tax Credit Funds. For the past 20 years, Sarah has helped the Ounce of Prevention Fund to become a national leader in the field of early childhood education, ensuring that the necessary resources are in place and managed effectively. She is guided by a vision that high quality early learning opportunities should be available from birth to prepare all children for success in school and in life. Sarah holds an M.B.A. from the University of Chicago Booth School of Business and a bachelor's degree from Carleton College.

Jessie Rasmussen, President – Buffett Early Childhood Fund

Jessie Rasmussen is President of the Buffett Early Childhood Fund and Co-Chair of the Educare DC Board. The Omaha-based foundation invests in public education where America is most under-invested: the first five years of life, which are the first five years of learning. Jessie oversees the foundation's pan-philanthropic strategy to invest in early childhood practice, policy and research, in Nebraska and throughout the United States. The Buffett Early Childhood Fund is a lead philanthropic partner in Educare DC, making substantial investments in the state-of-the-art facility and the school's ongoing operations. The Fund has partnered with the Ounce of Prevention Fund over the last decade to expand the reach of the Educare model across the country. Early in her career, Jessie worked as an early childhood teacher, administrator and advocate. She then spent 20 years in state government, as a Nebraska state senator and then as state human services director in Nebraska and Iowa. Before joining the Buffett Early Childhood Fund in January 2007, Jessie oversaw policy advocacy for the Nebraska Children and Families Foundation, where she was instrumental in creating the \$60 million "Sixpence" early childhood endowment for infant-toddler services funded through a public-private partnership. Jessie holds a master's degree in human development and family relations.

Diana Mendley Rauner, President – Ounce of Prevention Fund

Diana Mendley Rauner is President of the Ounce of Prevention Fund, a public-private partnership that prepares children for success in school and in life. With an operating budget of approximately \$50 million, the Ounce creates and supports research-based early learning programs for at-risk children and their families from before birth to age five; develops, educates, and coaches practitioners to provide more children with high-quality early education; and advocates and educates policymakers, business and civic leaders. Along with partners at the Buffett Early Childhood Fund and other national philanthropies, Diana has been a key figure in building the Educare Learning Network from one birth-to-five school on the south side of Chicago to a growing network of 19 schools across the country. "Learning" is a central theme in the Educare Learning Network, which employs an innovative approach to developing and supporting its schools, ensuring that the schools are engaged in continuous and data-driven program improvement. As one of the leaders of the Educare Learning Network, Diana serves as champion for broader change in the early learning community, and is focused on translating Educare's outcomes into lessons that can be applied to other early learning programs.

Diana was appointed President of the Ounce in January 2011, having previously served as a Board member and later as the organization's Executive Director. Her leadership of the Ounce is informed by her prior experiences in private equity and as an early childhood researcher at Chapin Hall at the University of Chicago. From 2003-2009 she also served as Chair of the Board of National Louis University, the largest teacher training institution in Illinois. Personally, she and her husband have been leaders in the charter school movement in the city of Chicago, aligning with both the Noble Network of Charter Schools and the LEARN Charter School Network to ensure that high quality elementary and secondary education options are available to all of the city's students. Diana holds a Ph.D. in developmental psychology from the University of Chicago, an M.B.A. from the Stanford Graduate School of Business and a B.A. from Yale University.

Peter Farrell, Partner and Co-founder – CityInterests, LLC and PADC Realty Investors LLC

Peter Farrell is member of the Educare DC Board of Directors and will be a member of the future Educare DC Public Charter School Board. Peter is a Partner and Co-founder of CityInterests, LLC and PADC Realty Investors LLC (PADC). Both are downtown Washington, D.C. real estate development and investment companies. PADC, which began operations in 2004, has invested in over 2.1 million square feet of office and residential development in the NoMA corridor of downtown Washington D.C. Founded in 2005, CityInterests is a fully-integrated real estate development firm focused on the mixed-use urban revitalization of underserved areas in the Washington, D.C. region as well as boutique residential real estate projects in emerging markets such as LeDroit Park, Shaw, Mt. Vernon and Trinidad. Parkside is the community in which Educare DC is located (and the Educare DC Public Charter School will be co-located), and is part of the DC Promise Neighborhood Initiative (DCPNI), which was awarded a \$28 MM grant from the US Department of Education in 2010 as one of 21 Federal Promise Neighborhoods. Peter is a member of the DCPNI Board of Directors. Peter received his bachelor's degree from Georgetown University.

Daniel Pedersen, Senior Advisor

Daniel brings expertise in philanthropic engagement to the Educare DC Board of Directors. He is Advisor to the W.K. Kellogg Foundation and the George Kaiser Family Foundation, both of which have made seven-figure gifts to Educare DC. Daniel currently serves as board chair of the Birth to Five Policy Alliance. Daniel worked for 25 years as a journalist—including 18 years as a Newsweek bureau chief at home and abroad, primarily in London. He holds B.A. and M.A. degrees from Boston College.

John Oberdorfer, Partner – Patton Boggs

John Oberdorfer is a member of the Educare DC Board of Directors. John's legal practice focuses on complex civil and government investigations and disputes (both in the U.S. and internationally), fraud cases, and class actions. For over ten years, he has focused on the World Bank sanctions program through the representation of clients, writing articles, and speaking at a World Bank symposium and elsewhere. He has successfully litigated Fifth Amendment "takings" cases, as well as First Amendment commercial speech cases. John has represented both plaintiffs and defendants in class actions. John chaired Patton Boggs' litigation department for many years and has served on the firm's Executive Committee. He is president of the Patton Boggs Foundation. John holds a bachelor's degree from Dartmouth College and law degree from Yale University.

b. Planning Process

The impetus for EDCPCS essentially began in 2000 when the first Educare school was opened in Chicago by the Ounce of Prevention Fund, a non-profit focused on early childhood education for at-risk children and families. Educare was informed by an exhaustive review of research on early brain development, early education and family engagement work. In the years that followed, the Ounce and the Buffett Early Childhood Fund (BECF) joined together to expand the reach of Educare in communities across the country. Their ultimate goal: to deliver on the American promise of equal opportunity by working to prevent the achievement gap that puts children in poverty at great disadvantage before it takes root. Over the last decade, the Ounce and the BECF, along with additional investors and champions, have supported the development of a coast-to-coast network of state-of-the-art, full-day, year-round Educare programs to serve at-risk children from birth to 5 years. Each Educare School embraces its community's most vulnerable children with programming and instructional supports to develop early language, social emotional and problem solving skills and nurture the strong parent-child relationships that create the essential foundations for kindergarten readiness and educational achievement over the long run. An intensive program of training, technical assistance and peer learning opportunities provided by the national Educare Learning Network team, housed at the Ounce of Prevention Fund, now supports 20 Educare Schools across the country in offering exemplary early education and family support services while serving as platforms for broader change in their communities.

In 2010, Educare partners chose to expand their program to the District. With 45% of the city's 41,000 children under 6 years old live in low-income families and the second-highest poverty rate in the country the tremendous need for high quality early education in Washington DC was clear. Ward 7 was chosen as the location for the new Educare School, because it is one of the most economically distressed communities in the city. Ultimately Educare DC opened in July of 2012, contributing significantly to the dramatic redevelopment of Ward 7's Parkside neighborhood and a demonstrating a powerful investment in the children and families who live there. Nowhere is this more evident than in the relationship between Educare DC and the DC Promise Neighborhood Initiative (DCPNI). DCPNI seeks to provide a continuum of services from early childhood through college to improve children's academic outcomes. In Ward 7, Educare is the early childhood anchor program for DCPNI.

Shortly after opening its program, the founding group began its exploration to start a charter. The possibility of converting the existing PK-3 and PK-4 portion of Educare DC's private school to a charter school was a primary agenda item during regular meetings of the Board of Directors of Educare DC and was discussed extensively throughout 2013. In the spring of 2013, the founding group charged two of its members, Portia Kennel and Sarah Bradley, to research the viability of

submitting a conversion application to create a charter school for PK-3 and PK-4 students. As part of their investigation, Portia and Sarah met with leaders of similar programs in DC, such as AppleTree Early Learning network, consulted with Friends of Choice in Urban Schools (FOCUS), reviewed the PCSB charter application guidelines, and met with leading consultants in the charter sector to gain an independent perspective.

Based on the research conducted by Portia and Sarah, in the fall of 2013, the founding group voted to submit a charter application for the following reasons:

- Although Educare DC has historically been a progressive educator with excellent performance, much of the energy, creativity, and reform occurring within the education sector currently centers on K-12 education. As a standalone 0 to 5 program, Educare DC is somewhat removed from the education reform movement in DC, and the founding group believes that creating EDCPCS for the preschool portion of its 0 to 5 program will better connect it to the education reform movement and its leaders in DC. By being better connected, Educare DC will open more avenues to assist families enrolled in its 0 to 3 program to secure seats in high-quality PK-3 and PK-4 program if those families don't secure placements in EDCPCS and ultimately to determine the best elementary school placements for EDCPCS graduates.
- Educare DC chose to open its program in Ward 7, one of the most economically distressed communities in the District, to serve as the early childhood anchor program for the DC Promise Neighborhood Initiative ("DCPNI") and to provide more high-quality preschool to provide a continuum of services from early childhood through college. Once it converts its PK-3 and PK-4 program to a charter school, besides providing families and students with access to a proven preschool model with exceptional performance, EDCPCS will be better connected to the education reform movement to ensure that the childhood through college goals of the DCPNI become a reality.
- Because per pupil funding for charter school preschools is higher than per pupil funding of head start programs, EDCPCS will be able to pay its staff higher wages, allowing it to recruit, hire and retain the best staff and administrators. Also, the additional funds will allow EDCPCS to sustain the high teacher to student ratio the program needs to dramatically improve opportunities for the high-need students it serves and to sustain the state of the art facility those students deserve.

Recruitment of Board Members and School Leadership

The Board of Directors of the EDCPCS will partially be recruited from the membership of the Educare DC Board of Directors; three members will join the board. In addition, once the school is converted to a charter school, it will recruit two parents to join the board from amongst the parents of the 119 PK-3 and PK-4 students who will ultimately be enrolled in the school. Finally, the school will recruit several local DC residents to round out the existing skill sets of board members and to further expand its local representation. Given its excellent local track record starting its 0 to 5 program, its ability to obtain financing to construct its state of the art building, and its success toward reaching full enrollment, the founding group is certain it has the ability, connections, and determination to recruit additional board members.

Educare DC is in the process of recruiting an executive director who will run both Educare DC and EDCPCS. For qualifications of the executive director, see section C.2.b.

The current site director of Educare DC, Allan Guttman, will serve as the site director for both Educare DC and EDCPCS. Other existing senior administrators, who will also support both Educare DC and ECCPCS, are already employed by Educare DC, so there will be no need to recruit additional executive leaders beyond the executive director.

c. Corporate Structure and Nonprofit Status of the School

As historical background, Educare DC is an independent nonprofit incorporated on March 15, 2010 under 501c3 of the IRS Code of 1986, and under that incorporation Educare DC has operated an Early Head Start and Head Start program in the District since July 2012. The United Planning Organization (UPO), a nonprofit corporation based in the District, is the recipient of funding from U.S. Department of Health and Human Services. Historically, UPO has contracted with Educare DC to serve as its delegate agency to implement the Early Head Start and Head Start program in D.C. In addition, since 2012, Educare has contracted with UPO's Community Development Corporation (UPO CDC) to provide back office services, such as information technology, financial and human resources/personnel management.

Although Educare DC is an independent nonprofit, it is also affiliated with the Educare Learning Network, a network of state-of-the-art, full-day, year-round schools serving at-risk children from birth to 5 years. As an affiliated school which agrees to implement the Educare program model, share data, and participate in network-wide evaluation, Educare DC has access to the Educare Learning Network, a free peer learning network. The Network provides access to the latest innovations in practice and evaluation, in connecting DC to a larger group of professions dedicated to continuous improvement and high-quality teaching and learning practices, provides access to national partnerships with other leading organizations on the cutting edge of practice, and provides extended opportunities for professional development for staff through intense, individualize assistance, as well as through peer learning events, online forums, and distance learning technologies.

EDCPSC was incorporated on February 24, 2014 in the District of Columbia for the purposes of running a charter school which will serve PK-3 and PK-4 students. (See Section I.1 for the Articles of Incorporation.) The school will also apply to become a 501c3 corporation. Educare DC will continue to operate the birth to 3 program serving as the delegate agency to UPO or another Head Start grantor in the District. EDCPCS will contract with Educare DC to serve as its management organization to provide all aspects of the education program; to hire, train, and oversee all personnel; to supply and manage the school's facilities; and to provide all administrative and financial support. (See the appendix for a draft management agreement.)

As referenced in the management agreement, during year three, but prior to the close of year three, of the initial term, Educare shall undergo a performance review to ascertain its performance strengths and shortcomings in managing EDCPCS and providing the educational products and services provided for, as measured against the performance metrics specified in the performance review. Based on the outcome of the performance review, Educare shall work with the EDCPCS board to develop a performance improvement plan to address any shortcomings identified in the performance review. The performance improvement plan shall include measurable milestones against which the Educare' performance may be measured at the close of each academic year following such performance review. The EDCPCS board in its sole discretion may initiate subsequent performance reviews as it deems necessary.

Similar to all Educare programs and schools, the EDCPCS will have access to the Educare Learning Network.

2. Governance and Management

a. Board of Directors

The founding group of EDCPCS will create an independent Board of Directors consisting of an odd number of members, including two parents, ensuring more than 50 percent of the members are DC residents. Parent members will be recruited from the pool of enrolled EDCPCS PK-3 and PK-4 parents. Initially at least three members of the board will be recruited from the existing Educare DC board, taking into account the need for a diverse set of skills and backgrounds and residency requirements. New members will be recruited through professional connections of existing board members and possibly with the assistance of Charter Board Partners. By the second year of its charter, it is anticipated that only two members will serve on both boards.

Board Composition

We anticipate the EDCPCS Board of Directors will initially consist of 9 members, composed of the following:

- Educare DC Board Members – 3
- Parents – 2
- Executive Director – 1
- Senior Staff Member – 1
- New DC resident board members – 2

Selection

Once the charter is granted, the founding group will elect three of its members to join the EDCPCS board. Currently, it is anticipated that those members will be John Oberdorfer, Diana Rauner, and Peter Farrell. In addition, the executive director will be elected to the board as an ex-officio member. Additionally, a senior staff member (most likely a master teacher) will be selected by other board members to join the board as an ex-officio member. Finally, two parents and two DC-residents with complementary skill sets to existing members will also be elected to the board.

To ensure continuity of leadership, the terms of the initial board members will be staggered. Four members will be elected to three year terms, four members will be elected to two year terms, and three members will be elected to one year terms. Thereafter, any person elected to the board will serve a three year term. No Trustee will serve more than two consecutive three year terms without a one year break in board service.

All board member candidates will be required to commit to abide by the job description and individual expectations found in the required document section (I.4).

Organization

The Board of Directors will manage its work through a committee structure. The board will form the following standing committees: Governance, Finance, Academic Excellence, and Development. This structure will ensure that the Board can provide strategic direction to EDCPCS and hold itself accountable for achieving the goals set out in its charter by reviewing all aspects of performance and identifying where potential areas of growth and/or risk may exist.

Each committee will be guided by a job description and establish annual goals aligned with the school's strategic goals. Following is a synopsis of each committee's job description:

- *Governance Committee*: evaluate the qualifications of candidates and present the slate of the best candidates for vacant positions to the full board for evaluation and approval; annually present a slate of officers; provide orientation to new board members and ongoing training for existing members; conduct a self-evaluation process of the board annually; and manage the annual evaluation process to determine whether Educare DC should be retained as the school's management company.
- *Finance Committee*: oversee school finances, ensuring accurate and comprehensive financial reporting to the board; raise strategic financial issues for full board discussion; review and approve financial policies; oversee budget creation and recommend approval of each year's operating and capital budget to the full board; select independent auditor and direct the financial audit process.
- *Academic Excellence Committee*: analyze and evaluate student achievement and school performance; oversee the school's accountability plan and compliance, including with standardized assessments and accreditation; advise academic leaders on educational issues, when appropriate.
- *Development Committee*: support the school's fundraising program; expand the school's network of supporters, donors, and friends; assist with marketing and public relations.

Standing committees will meet as necessary and submit regular reports to the full Board of Directors. When necessary, additional task forces may be added to supplement the work of the standing committees.

There will be officer positions of the board: President, Vice-President, Secretary, and Treasurer. Nominees for these positions will be put forth by the Governance Committee and will be voted on and approved by the full board. Officers will be evaluated annually by the Governance Committee and will be eligible to serve three renewable and consecutive one-year terms. Further definition of the officer roles can be found in the proposed by-laws. (See section I.2.)

Board Relationship to Administrators, Staff, Parents and Students

The EDCPCS Board of Directors contracts with the management company (Educare DC), which has primary responsibility for hiring and evaluating the executive director. Following Educare DC's employment practices, the Educare DC board provides regular supervision and oversight of the executive director and evaluates his/her performance annually to ensure s/he is executing the mission of EDCPCS as outlined in its charter and meeting or exceeding performance levels. The evaluation process of the executive director includes an analysis of his/her performance against charter school goals. Educare shall consult with the EDCPCS in the process of the executive director's evaluation. The EDCPCS board shall have the right to request that Educare replace the executive director, in the event that the board is dissatisfied with his or her performance, and will make that request to Educare in writing. Upon such written request, Educare shall promptly take steps to replace the executive director. In addition, Educare may replace the executive director at any time; provided that his/her replacement shall be reviewed and approved by the EDCPCS board. Any replacement of the executive director will be done so as to minimize the disruption to students. All other staff members are hired, supervised, and evaluated by the executive director, who manages the day-to-day operations of both schools.

Typically parent interactions regarding day-to-day issues that arise in the school are addressed by the executive director, site director, or a child's teachers. However, parents are encouraged to interact directly with the board by attending board meetings and potentially serving on the board. Board members are encouraged to attend school-based functions so parents and board members can interact with them. Finally, the EDCPCS Board of Directors serves as the final appeal for parents (and staff) who are dissatisfied with a school-level decision.

Members of the EDCPCS Board of Directors are expected to interact with students by visiting and observing classes and attending performances, ceremonies, or special events hosted at or by the school.

Succession

Any vacancy on the board can be filled by a majority vote of the board members in accordance with the by-laws, and it is the responsibility of the Governance Committee to maintain an active list of viable candidates. Should the office of President become vacant, the Vice-President will become President for the unexpired portion of the term. Should the office of Vice-President, Secretary or Treasurer become vacant, the President shall appoint an interim officer to serve until the next meeting of the Board. The Governance committee will generally look to the standing committees for nominees to fill vacant offices, for example look to the Finance Committee to fill a Treasurer vacancy.

Since Educare DC employs the executive director, the Educare DC board is responsible for developing a succession plan (which it will share with the EDCPCS board) for the unexpected departure of the executive director, who is responsible for developing succession plans for his senior staff members. In the event the position of executive director should become vacant, the Educare DC board will elect a senior staff person to serve as interim leader while a search is conducted.

b. Rules and Policies

The Board of Directors has the power to define EDCPCS's mission, engage mission-based leadership, provide executive management oversight, and engage in strategic governance. Individual board members' of EDCPCS must meet their legal duties of Care, Loyalty and Obedience and meet the obligations of its job description and individual expectations outlined in section I.4.

The Duty of Care: Board members and officers must remain well-informed about the school's activities, participate in decisions and do so in good faith. Board members and officers must act in a manner they reasonably believe to be in the best interest of the school. Board members and officers must use the care and judgment an ordinarily prudent person would use in similar circumstances. The duty of care is carried out through the following activities:

- Attendance at scheduled board and committee meetings
- Advance preparation for meetings
- Proactively asking management for information needed to make informed decisions
- Use of independent and best judgment
- Thorough knowledge of the school's important issues and how they are being addressed
- Understanding of the students' achievement levels and progress

The Duty of Loyalty: Board members must exercise their duties in the best interest of the school and not in their own interest or the interest of another entity, particularly one in which they have a formal relationship. When acting on behalf of the school, board members must put the interest and welfare of the school before their personal and professional interests. The Duty of Loyalty requires board members to give undivided allegiance to the school when making decision affecting the school. The Duty of Loyalty is carried out through:

- Disclosure of any conflict of interest. A board member must sign the conflict of interest policy annually disclosing to the rest of the board any known or perceived conflicts of interest or information about him/herself the board member believes would have an impact on his/her decision-making and oversight
- Disclosure of any transaction between the school and the board member
- Disclosure of any business opportunities in which the board member and the school may be interested parties
- Adherence to the school's conflict of interest policy (See section G)
- Avoidance of the use of organizational information or opportunities for the individuals' personal gain or benefit
- In addition to the above, a board member has an additional legal obligation to disclose violation of the law by the school's officer(s), employees or agent(s) that a board member believes has occurred or is likely to occur

The Duty of Obedience: Board members must comply with all applicable federal, state and local laws and adhere to the school's bylaws. Board members must remain faithful to the mission and philosophy of the school. Although board members may exercise their own reasonable judgment concerning how the school should best meet its mission, they are not permitted to act or speak publicly in a way that is inconsistent with the mission and goals of the school. The Duty of Obedience is carried out through:

- Thorough examination of the school's compliance with regulatory and reporting requirements, and other documents governing the organization and its operations
- Involvement in ensuring that board decisions are within the scope of the organization's mission
- Speaking "with one voice" after a decision has been made, even if the individual board member voted against it.
- Observation of confidentiality agreement made at the end of each board meeting

Ethics and Conflicts of Interest

EDCPCS is committed to maintain the highest level of integrity and the highest standards of ethical conduct in all of its activities and dealings. All board members, employees, and volunteers will act with honesty, integrity, and openness in all of their dealings as representatives of the school. Everyone affiliated with the school will naturally come into contact with both real and apparent conflicts of interests sometimes during the course of conducting business on behalf of EDCPCS and acknowledges that the appearance of conflict can be troublesome even though there is in fact no legal conflict of interest. Therefore any possible conflicts of interest will be disclosed as soon as possible per policy.

For more information on EDCPCS's Code of Ethics and Conflict of Interest Policy, see sections G and I.5, respectively.

Existing Relationships with Potential Conflicts

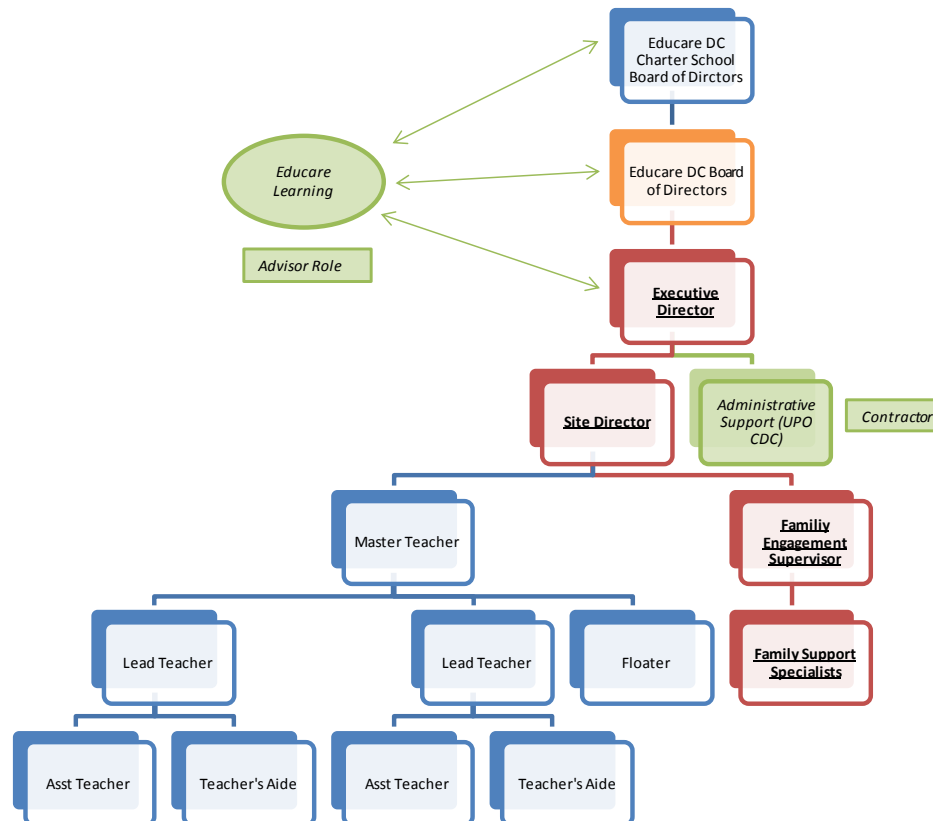
EDCPCS will be an independent 501c3 corporation for the purposes of operating a PK-3 and PK-4 program. Educare DC, a separate 501c3 corporation, will operate a 0 to 3 program and serve as the management company for EDCPCS. These organizations will have independent boards, but there will be members who serve on both boards. In addition, although all staff members will be employed by Educare DC, many, most importantly the executive director and the site director, will provide services to both organizations operating out of a single location. The founding group will create specific lines of responsibility and authority; clear and specific reporting relationships; and sound and explicit financial management and reporting practices to ensure that EDCPCS can accurately segregate revenues and expenditures that are solely related to the charter school. These practices will be outlined in the final management agreement.

c. Administrative Structure

Organization Chart

As demonstrated by the following organization chart, the EDCPCS board will contract with Educare DC to serve as its management company. Educare DC will hire and oversee the executive director who will run both the charter school and the 0 to 3 program. Reporting to the executive director is a site director, and the executive director also oversees the contracted services provider, UPO CDC.

Employees are listed on the organization chart based on full-time equivalencies. Full-time employees who work an 8-hour day and predominately support the charter school program during its 6-hours of operation (9 a.m. to 3 p.m.) are listed in regular text (blue background) to demonstrate a .75 FTE (6 hours divided by 8 hours.) Employees who equally support EDCPCS and Educare DC are shown on the chart in **bold, underline text** (red background) to demonstrate a .51 FTE. That FTE is calculated by multiplying .68 times .75, with .68 representing charter school enrollment as a percentage of total enrollment in the building (119/175) and .75 representing the number of hours the charter school operates in an 8-hour day (6/8). Support or contract organizations are listed in *italicized text* (green background). It's important to note that the organization chart is meant to demonstrate reporting relationships and does not represent all of the staff who will support EDCPCS.



As demonstrated on the chart, the EDCPCS board will have access to and interact with the Educare Learning Network. The Educare Learning Network employs Implementation Advisors who support the successful program development and sustainability of schools in the Educare Learning Network by providing implementation, consultation, training and peer learning opportunities around the Educare model (Program, Research, and Policy). This work is conducted in partnership with local Educare leadership to support and enhance the school's ability and capacity to reach full implementation of and fidelity to the Educare core features.

Specifically, the Implementation Advisors focus on developing and maintaining relationships with Educare school leadership and utilize a collaborative, inquiry-based approach that builds on strengths and existing activities and strategies used at the local Educare in order to support the full implementation of the core features in alignment with the organization's own mission, priorities and goals. The Advisors provide targeted expertise and facilitate joint problem-solving, deeper reflection, and goal setting that is tailored to the individual Educare School.

Following are brief descriptions of key positions represented in the organization chart:

Executive Director: The executive director is the chief executive officer of the school and is responsible for leading EDCPCS of to the highest standards of educational excellence. S/he leads staff to accomplish the school's strategic and operational goals. The executive director works to ensure the ongoing sustainability of the school, integrates Educare into the Washington, DC community, and works with peer leaders in the field to build an even stronger system of early childhood education in the region. The executive director supervises the site director and manages the relationship with UPO CDC.

Site Director: The site director develops and delivers the education program of EDCPCS and is charged with achieving positive outcomes for students. The site director (who reports to the executive director) hires, supervises, and evaluates all teaching staff as well as the family engagement supervisors. The site director also ensures that data informs decision making regarding curriculum and instructional practices.

Family Engagement Supervisor: The family engagement supervisor is the primary liaison between the school and its students and families to ensure that students are socially and emotionally prepared to thrive at EDCPCS. The family engagement supervisor, who reports to the site director, hires, supervises, and evaluates all family support staff (counselors, social workers, etc.) The family engagement supervisor also manages relationships among students, families, and external service providers.

d. Performance History of Charter Management Organization

As a conversion charter school, EDCPCS will not officially be contracting with an independent and unaffiliated CMO or EMO. That being said, EDCPCS will create a management agreement with Educare DC to provide its entire program. (See section B.1.c.) As the current operator serving all students from 0 to 5, Educare DC has achieved exceptional results for its students. With its strong early learning program, EDCPCS will be a member of an exemplary national network of 20 schools called the Educare Learning Network, and it will be in the best position to help PK3 and PK4 students break the cycle of intergenerational poverty. Since 2005, Educare Learning Networks' National Implementation Study has tracked child outcomes and the results are promising:

- Educare DC children enter kindergarten approaching the national average for all children of all income levels and well above typical scores for children from high-risk populations.
- Children at Educare DC approach national averages on measures of school readiness.
- Kindergartners who spend their early years at Educare DC arrive at elementary school on par with middle-income peers.
- Educare DC children have more extensive vocabularies and are better able to recognize letters, numbers and colors than their non-Educare DC peers.
- EDCPCS children develop strong social skills, including self-confidence, persistence, and methods to manage frustration.

See the education section of the application for additional information about the Educare DC program. In addition to its strong educational program, Educare DC has built and manages a 32,100 square foot facility (see section B.4); and has met all financial reporting requirements (see section B.4.c.)

A draft management agreement between Educare DC and EDCPCS outlining the services to be provided can be found in the appendix.

3. Finance

a. Anticipated Sources of Funds

Our funding plan relies heavily on public funding —approximately 85 percent. Per pupil funding is our primary source of funds, and we also assume a small amount of federal formulaic funding

(IDEA). During the planning and first two operating years, we also assume we will receive the \$700,000 Title Vb Charter School start up grant funding.

Finally, in the planning year, we include a no-interest advance from Educare DC to help fund start-up costs. The interest-free advance is guaranteed by Educare DC and primarily helps to provide liquidity since the Title Vb grant is operated on a reimbursement basis. We will repay the advance early in the first operating year.

Revenue/Funding Source	Planning	Year 1	Year 2	Year 3	Year 4	Year 5
01. Per Pupil Charter Payments	\$ -	\$ 1,725,502	\$ 1,768,407	\$ 1,803,775	\$ 1,839,851	\$ 1,876,637
02. Per Pupil Facilities Allowance	\$ -	\$ 357,000	\$ 357,000	\$ 357,000	\$ 357,000	\$ 357,000
03. Federal Entitlements	\$ 140,000	\$ 282,577	\$ 265,235	\$ 41,902	\$ 1,902	\$ 1,902
04. Other Government Funding/Grants	\$ -	\$ 61,557	\$ 63,329	\$ 65,154	\$ 67,034	\$ 68,970
06. Private Grants and Donations	\$ -	\$ 100,000	\$ 100,000	\$ 250,000	\$ 300,000	\$ 350,000
07. Activity Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08. Loans	\$ 100,000	\$ (100,000)	\$ -	\$ -	\$ -	\$ -
09. Other Income	\$ -	\$ 7,315	\$ 7,315	\$ 7,315	\$ 7,315	\$ 7,315
Total funds	\$ 240,000	\$ 2,433,951	\$ 2,561,286	\$ 2,525,146	\$ 2,573,102	\$ 2,661,824

Per Pupil funding – Line 01 Per Pupil Charter Payments and Line 02 Per Pupil Facilities Allowance.

Our estimate for Per Pupil funding assumes the base FY14 PPF funding increases 2 percent annually, consistent with recent history. We assume that the \$3,000 per pupil facilities funding allowance in FY14 will remain flat over the full time horizon of the budget. We also assume the grade-level, SpEd, and LEP/NEP multipliers remain flat and consistent with FY14. These assumptions result in a foundation per pupil payment of \$9,682 in FY16 and \$9,876 in FY17, with a constant per pupil facilities payment of \$3,000.

Below are our enrollment projections for our first five operating years. As a conversion school, we will be starting at scale from year one. We assume three percent LEP/NEP students, consistent with our current enrollment, despite it being below the DC PCS average. We assume eight percent special education students, slightly above the DC PCS average of six percent for three to five year olds, also based on our current experience.

We assumed the poverty statistics of our students would be higher than the current DC PCS population of ~68 percent (at 98 percent), also based on our current experience of operating Educare DC's current PK3 and PK4 program.

Grade/Profile	SY15-16	SY16-17	SY17-18	SY18-19	SY19-20
PK 3	68	68	68	68	68
PK 4	51	51	51	51	51
Level 1	3	3	3	3	3
Level 2	4	4	4	4	4
Level 3	2	2	2	2	2
Level 4	1	1	1	1	1
LEP/NEP	3	3	3	3	3
Total students	119	119	119	119	119

Line 03 Federal Entitlements and Line 04 Other Government Funding/Grants.

Federal entitlements include IDEA formulaic funding as well as the Title Vb start up grant, while Other Government Funding/Grants is NSLP revenue (and a small amount of Healthy Schools Act revenue).

We assumed 98 percent for students in poverty as noted above and used OSSE's most recent guidance memo for Proposed Public Charter Schools dated January 11, 2013 to estimate IDEA funding (given the grades we will serve, we do not believe we will receive Title I or Title IIA funding). We assumed no increases in funding for the federal formulaic grants, but did assume an inflationary increase for the NSLP reimbursement amounts, which is consistent with past experience. We used the unit information shown in the chart below to forecast IDEA and NSLP revenue.

Federal grant program	Amount
Title 1, Part A, per F/R pupil	\$ 919.80
Title 2, Part A, per-pupil	\$ 174.41
IDEA, Part B 611, per-pupil	\$ 201.75
IDEA, Part B 619, per-3-5 YO pupil	\$ 15.98
Nat'l Food Prgm category	FY 14 rates
Lunch - Paid	\$ 0.30
Lunch - Reduced	\$ 2.55
Lunch - Free	\$ 2.95
Breakfast - Paid	\$ 0.28
Breakfast - Reduced	\$ 1.28
Breakfast - Free	\$ 1.58
Snack	\$ 0.80

Line 06 Private Grants and Donations, and Line 07 Activity Fees.

Throughout the country all Educare schools are prodigious fundraisers. Educare DC will aggressively raise funds in DC, and EDCPCS will share proportionally based on enrollment in the private funds raised by Educare DC. As a testament to Educare DC's fundraising capacity, for the fiscal year ended June 30, 2013, \$1.365 million was raised from non-federal contributions and grants. Although, EDCPCS estimates it will annually secure (in partnership with Educare DC) at least \$400,000 in private grants and donations, for budgeting purposes Educare has only assumed \$100,000 in annual grants and donations the first two years with private fundraising growing in years 3 through 5 as the school matures.

We do not assume any activity fees as the school does not currently intend to charge families for participation in such activities.

Line 08 Loans and Line 09 Other Income.

We budgeted a \$100k in no-interest advance from Educare DC in the planning year. Early in the first operating year this advance will be paid back. The no-interest advance covers start up spending both in excess of that expected to be covered by Title Vb, and also as a source of initial liquidity as Title Vb funds are paid on a reimbursement basis, typically on a 60-90 day lag from incurring the expense.

The small amount of other income budgeted is *paid lunch* from our families who do not qualify for free or reduced lunch (we base this number only on paid lunch—no funding is assumed from paid breakfast, snacks, or reduced lunch/breakfast). Furthermore we assume only an approximate 50 percent collection rate from our bottoms-up forecast for conservatism

Contingency Planning

If per pupil funding is not available as early as expected or is lower than anticipated, we will consider the following options:

- EDCPCS will secure a line of credit which it can access if payments are delayed
- Classroom composition, size, and student/teacher ratios will be analyzed to determine how a high-quality program can still be delivered, but with fewer staff members

Financial Goals and Objectives

As a conversion charter school housed in a new building, EDCPCS's financial goals and objectives are to maintain its existing program as it is currently staffed.

b. Planned Fundraising Efforts

As mentioned above in section B.3.a., EDCPCS will share proportionally based on enrollment in the private funds raised by Educare DC, which will aggressively raise funds for its 0-3 program and charter school. Because it is closely affiliated with influential capacity building organizations that fund early education, such as the Buffett Early Childhood Fund and the Ounce of Prevention Fund, Educare DC is well-positioned to leverage those relationships in DC and further expand its funding base. A broad-based fundraising campaign across all philanthropic sectors (corporations, foundations, and individuals) will be pursued. The executive director and the development committee of the Board of Directors of Educare DC will be the primary drivers of this work.

c. Financial Management and Accounting

During its first two years of operation, Educare DC subcontracted with the United Planning Organization, Community Development Corporation (UPO CDC) to provide its financial management. By adhering to sound financial policies and management, Educare DC has consistently received unqualified audit opinions. Even so, within the first years of its charter, Educare DC may revisit its contract with UPO CDC to determine whether to re-contract with them, to contract with a different 3rd party provider, or to hire in-house staff. At the moment, Educare DC is pleased with the services provided by UPO CDC, a long-standing organization in DC which operates in accordance with generally accepted accounting principles (GAAP), is in compliance with the standards of the federal government, and is guided by an extensive accounting and procurement manual. (The manual is included as an attachment in section I.) Going forward, to be certain that accounting practices conform to DC charter school laws and regulations, EDCPCS will work with UPO CDC to ensure that the manual is aligned with the Public Charter School Board's Fiscal Policy Handbook.

UPO CDC will work with the leadership and board of EDCPCS to develop an annual budget that is fiscally sustainable and aligned with the charter school's goals. UPO CDC will maintain all electronic accounting records, ensuring that funds of EDCPCS are segregated from Educare DC. UPO CDC will also present monthly budget to actual reports of revenues and expenditures to the Finance Committee of EDCPCS. With UPO CDC serving as its fiscal agent, it's important to note that Educare DC received an unqualified opinion in its 2013 independent auditor's report on compliance for each major program and on internal control over compliance required by OMB Circular A-133.

Cash Flow Management and Segregation of Funds

UPO CDC will be responsible for preparing annual and monthly cash flow projections and managing and analyzing cash flows which will be reviewed by the executive director and the

Finance Committee of the EDCPCS Board of Directors monthly. UPO CDC will manage payments with vendors so that cash outlays are aligned with receipts for per pupil allowances and will secure a line of credit on behalf of the school if warranted.

UPO CDC will establish an independent set of books for EDCPCS to account for and segregate all charter school funding and expenditures from Educare DC's 0 to 3 program. A separate bank account will be established to receive and disburse all funds, with all receipts and disbursements running through that account. Since all services will be provided to EDCPCS by Educare DC under a management contract, a detailed invoice of all expenditures aligned with the budget and the management agreement will be prepared monthly for review by the finance committee of the EDCPCS board prior to authorizing payment. UPO CDC will ensure that it has the capability to report to PCSB in its required format, and plans to use the same management chart of accounts for both organizations to ensure that expenses are accurately classified by line item and organization and to facilitate consolidated reporting to the Educare national network.

d. Civil Liability and Insurance

As an existing school, Educare DC has the insurance coverage listed below. EDCPCS will most likely insure its program through the same agent, and it will ensure that insurance limits meet or exceed the requirements outlined by the PCSB. In addition, EDCPCS will work with its agent to determine when EDCPCS needs to be named as an additional insured entity under Educare's policies.

EDCPCS Insurance Schedule	
Category of Insurance	Current Limit (Educare DC)
General Liability	General Aggregate limit: \$3 million
Directors and Officers Liability	\$1 million
Professional Liability Coverage	\$1 million: aggregate limit: \$3 million
Umbrella	\$3 million
Property/Lease	100% of replacement cost with no coinsurance
Boiler & Machinery	Included in property/lease insurance
Auto Liability	\$1 million
Workers Compensation	\$ 1.5 million-Breakdown: <ul style="list-style-type: none"> • Bodily Injury by Accident: \$500,000 • Bodily Injury by Disease-Policy Limit: \$500,000 • Bodily Injury by Disease: \$500,000

e. Provision for Audit

For the fiscal year ended June 30, 2013, Educare DC was audited by F.S. Taylor and Associates, a local DC firm and received an unqualified opinion, inclusive of the A-133 audit conducted. EDCPCS will contract with a firm on the PCSB-approved auditor list. UPO CDC will provide audit support.

4. Facilities

a. Site Identification

Educare DC owns and occupies a state-of-the art, 32,100 square-foot handicap accessible facility in the Parkside-Kenilworth neighborhood at 640 Anacostia Ave. NE that was built in 2012. There are seven infant-toddler classrooms and seven preschool classrooms; the preschool classrooms will be used by the charter school. There is also a community gathering and training space for families which will be shared by the two programs. No renovations will be made to the space. (See Section I.7 for facility-related documents.)

b. Facility Finance

Educare DC will maintain ownership of the shared building at 640 Anacostia Ave. NE and will be responsible for all financing of the building. The \$3,000 per student facility allotment will be paid by EDCPCS to Educare DC to cover all charter-related facilities costs. (See Section E and the management contract for more information.)

c. Building Maintenance

The building at 640 Anacostia Ave. NE currently meets all codes and standards required for the population of students currently served by Educare DC under its current guidelines as a 0 to 3 program. Although the codes and standards are similar EDCPCS will review the codes and standards required by charter school law to ensure that the building satisfies those requirements as well. UPO CDC works directly with the executive director to repair, maintain, and improve the facility in a timely manner to ensure the health and safety of its students. In addition, Educare DC contracts with Office Care Inc., a Green Clean Institute Certified™ cleaning service.

5. Recruiting and Marketing

a. Recruitment of Students

As a conversion charter school, in September 2015, students enrolled in Educare DC's PK-3 program the previous year will be guaranteed enrollment in the PK-4 classroom of EDCPCS. In addition, currently enrolled students rising to PK-3 will be automatically enrolled in the PK-3 classroom.

In its current incarnation, Educare DC has attracted students from Wards 5, 7, and 8 and since its opening in July 2012, enrollment has doubled. Parents of our students in these communities have spread the word about Educare's effective, high-quality teaching practices, small class sizes, and family engagement—practices that promote the healthy development and school readiness of children. To supplement the enrollment of “converted” students, we anticipate that word of mouth will remain the greatest recruiting strategy for EDCPCS after it converts to a charter school. EDCPCS will also sponsor open houses and tours of the school to attract families in the area, since these have been historically well attended and have led to enrollment. To date, Educare DC's 0 to 5 program has also benefited from extensive media coverage since it opened, so parents already see the school as an attractive option.

EDCPCS will be an open-admission school in accordance with D.C. law and will not discriminate against any student for any reason. If more students apply than the negotiated enrollment level in the charter, a waiting list will be established and a lottery will be conducted (see Section C.1.a).

Outreach and Publicity: Student recruiting will include the following strategies and tactics:

- Word of mouth through current community members and organizations that have referred students to Educare DC, including DC General Community Partnership Homeless
- Promotion of the school to families currently attending Educare's 0 to 3 program
- Outreach to Marshall Heights Workforce Development and the Unity Health Clinic
- Media coverage and advertisements
- Community meetings
- Direct mailings to families with small children in the area
- Public Service Announcements on radio and in community newspapers
- Regular open house tours and program tours
- Posting and distribution of flyers and print media throughout Wards 5, 7, and 8

Student Recruitment Timeline: The timeframe for student recruitment will begin upon immediate approval by the PCSB.

Month	Activity
June – September 2014	<ul style="list-style-type: none">• Host community meetings• Begin media coverage and public service announcements• Promote school to current 0 to 3 parents• Update website to reflect conversion to a charter school
July – September 2014	<ul style="list-style-type: none">• Direct mailing to potential families• Post and distribute flyers• Initiate print media campaign
September 2014 – March 2015	<ul style="list-style-type: none">• Hold open houses and program tours
July 2014 – March 2015	<ul style="list-style-type: none">• Accept applications
March 2015	<ul style="list-style-type: none">• Hold lottery, if needed• Enroll Students
July – August 2015	<ul style="list-style-type: none">• Mail confirmation and information forms to families• Hold individual and group orientations• Verify residency

Enrollment Contingency Plan: Because Educare DC has been running a popular, high-quality 0 to 5 program in DC for a number of years, it anticipates full enrollment in its PK-3 and PK-4 school upon conversion. If EDCPCS were not receiving the number of applications needed to ensure full enrollment, the school would re-connect with current and former families to encourage them to recommend Educare to new families. In addition, EDCPCS would expand its community outreach to local churches and community-based organizations serving DC families. If enrollment were significantly less than expected despite these efforts, the Board of Directors would reduce its operating budget to reflect lower enrollment while ensuring that the school maintains the integrity of the institution and delivery of service.

C. OPERATIONS PLAN

1. Student Policies and Procedures

a. Timetable for Registering and Enrolling

EDCPCS plans to join other charter schools that are participating in the PCSB's drive toward a common application and lottery date.

Activity	Timeline
• Promote the school	July 2014 to March 2015
• Receive applications	January 2015 to March 2015
• Close application date	TBD based on common application deadline
• Public lottery, if necessary	TBD based on common lottery date
• Public notification of lottery selection	TBD based on common notification date
• Collect intent to enroll forms	May 2015
• Waitlist selection notification	May 2015
• Register students (residency, home language surveys, educational needs survey)	May 2015 to August 2015
• Orientation	August 2015
• First day of school	August 2015

In its first year, students currently enrolled in Educare DC will be automatically admitted to the charter school upon conversion, including those students rising to PK-3 in 2015. (In subsequent years, no direct admission from the 0 to 3 program will be guaranteed.) All other interested families and students must apply for admission using the common application by the application deadline. If more students apply than there are available spaces, applications will be entered into a lottery, which will be publicly drawn on the common lottery date. Once capacity is reached, remaining applicants will be placed on the waiting list in the order determined by the lottery. A waiting list will be kept in the main office for the entirety of the school year but will only be valid for the current school year.

In compliance with DC charter school law, we will give admission preference to the following:

- Applicant siblings of an applicant accepted during the lottery process
- Applicant siblings of currently attending students (in years subsequent to the conversion year)
- Children of founding group members, up to 10% of enrollment or 20 students, whichever is less

b. Policies and Procedures for Open Enrollment, including Waitlist of and Withdrawal of Students

Enrollment and Withdrawal Policies

Any student of appropriate age and grade level and who is a resident of the District of Columbia will be eligible for admission to EDCPCS. Prospective students will be admitted without regard to

aptitude, achievement, ethnicity, nationality, gender, disability, language proficiency, sexual orientation, or any other basis prohibited by law.

Admitted families wishing to enroll their children in EDCPCS must complete an enrollment packet that documents proof of residency, current immunizations, special education status (if applicable), 504 service agreement (if applicable), a free and reduced lunch form (optional), and a home language survey. Once all enrollment forms are received, an enrollment meeting will be scheduled. The enrollment meeting is an opportunity for the family to meet their Family Support Specialist and a representative from the classroom teaching team as well as tour the school. Family Support will schedule the meeting at the convenience of the family and then invite the teaching team to attend. The enrollment meeting must happen prior to the child's first day in the school.

Parents/Guardians may choose to withdraw their children from the school at any time. To the extent possible, the executive director will seek to hold exit interviews with the parents/guardians of withdrawing students in order to gather as much information as possible regarding reasons behind the withdrawal. The data collected will be used to shape future school decisions.

Mid-Year Acceptance Policy

If a space becomes available mid-year, EDCPCS will accept students by contacting those on its wait list in order. If an opening still exists after the waitlist is exhausted, the school will conduct additional outreach to secure new applications.

Grade-level Enrollment

EDCPCS will accept students in all grades, PK-3 and PK-4.

c. Students with Disabilities

Identifying Students with Disabilities

EDCPCS will meet the requirement of IDEA and provide a Free and Appropriate Public Education to students with special needs, including children with significant cognitive, language, social-emotional and/or health-related disabilities. EDCPCS will also meet these requirements upon conversion of the PK-3 and PK-4 grades. The procedures outlined below are currently followed by Educare DC and will be adopted by EDCPCS.

Children are screened within the 45 days of enrollment into the program for possible disabilities. The screening consists of standardized health screening and developmental screening, which will include speech, hearing, and vision. This is a brief process, which can be repeated, and is never used to determine that a child has a disability. It only indicates that a child may need further evaluation to determine whether the child has a disability. Rescreening must be provided as needed.

Early identification: Students having academic or behavior problems are identified through a school-based process and provided the services and supports they need (see A.3.d for information on the Response to Intervention program and the Student Support Team). Based on historical rates, it is anticipated that a minimum of 10% of enrolled children across the facility will have identified disabilities in one or more areas, which may include children verified with the following: mental retardation, hearing impairments (including deafness, speech or language impairments), visual impairments (including blindness), serious emotional disturbance,

orthopedic injury, other health impairments, or specific learning disabilities. For example, Educare DC currently serves several students with hearing impairments, and staff work with children using sign language to provide additional support.

IDEA and 504 Practices

The school functions in full accordance with federal (IDEA), state, and local laws and regulations with regard to children with special needs. We are committed to providing an inclusive learning community where every child develops his/her full potential and individual differences are respected and embraced. We provide children identified with needs for special education and related services.

If screening results indicate a suspected disability, consent from the child's parent(s) is requested to refer the child for further evaluation. Following a formal evaluation, an Individualized Education Plan meeting is scheduled with the parents, the Master Teacher, Lead Teacher, and Special Education Coordinator, and a licensed practical nurse, when necessary. This process starts with a multidisciplinary Family Child Service Review in which the teaching team develops modifications of the plan for individualized instruction for the child to support his or her unique needs. The goals of the IEP are to set ambitious goals, ensure effective instruction, address the specific needs of the student, make use of differentiated instruction, include parents as part of the IEP team, and support students' transition to kindergarten. Students with IEPs receive services, accommodations, and modifications as specified in their IEP.

The Special Education Coordinator works with the classroom teachers to provide the necessary accommodations and modifications. Special education students are integrated into the mainstream classroom whenever appropriate in the Least Restrictive Environment; they will have the same access to the general education curriculum as their peers. As needed, pull-out special education services are provided as deemed in the IEP. The student's progress is monitored throughout the year, and the IEP team reconvenes yearly to evaluate progress and to update the goals and services laid out in the IEP.

A full continuum of service is provided for students with disabilities. With parents, teachers, and other school personnel, an appropriate education program is designed for each student with emphasis on providing services in the Least Restrictive Environment, when possible. Services range from regular class placement, with regular and special education teachers collaborating and supplementary aids; placement in special classes for students whose disabilities require special programming for part of the school day with the student spending the remainder of the day in the general education classroom or in activities with students who do not have disabilities (combination inside and outside of general education setting); a self-contained special education classroom full-time; a self-contained special class full time in a separate school; and where necessary, home and hospital instruction.

Data to Identify Least Restrictive Environment

Least Restrictive Environment decisions are made based on the determination of the student's individual needs, goals, and required services. Placement decisions are revisited at least annually by the IEP team, which includes the parent and other persons knowledgeable about the students, the meaning of the evaluation data, and the placement options available in the district. Placement decisions are reconsidered when an IEP team is convened to review a children academic, functional, or developmental progress.

d. English Language Learners

Identifying English Language Learners

English Language Learners (ELL) enrolled in EDCPCS will follow the U.S. Department of Education's Office for Civil Rights six steps of progression through an ELL program.

- **Enrollment:** EDCPCS enrollment procedures will not discriminate based on English language proficiency or immigration status. Enrollment and registration forms will be designed specifically so as not to expose a parent's or student's immigration status or language proficiency.
- **Identification:** When ELL students are enrolled in the school, they will be given a home language survey. These language surveys will be reviewed to identify students who have another language spoken at home and may be eligible for ELL services. Also, families can indicate on the home language survey if they would like to receive notices in a language other than English.
- **Assessment:** Students identified by the surveys will take the Assessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS) test in accordance with the guidelines set forth by the test's publishers.
- **Placement:** The rate of incidence of ELL students at EDCPCS will determine the most effective delivery of services, but an English as a Second Language (ESL) model with push-in teaching by ELL staff and additional language support by the classroom teacher will most likely be used.
- **Transition:** All students in an ELL program will be assessed annually using the ACCESS test. Student will exit the ELL program once they have gained proficiency in English.
- **Monitoring:** Those students who have completed the ELL program will be monitored for two years after their transition. This will ensure that they are performing in the general education program without barriers caused primarily by limited English proficiency.

Communication with Parents

EDCPCS will make every effort to effectively communicate with parents who are not English speakers. Communication strategies might include:

- Proactively recruiting staff (particularly those who interact most frequently with parents) who speak some of the most prolific, non-English languages spoken by the school's families
- Translating materials into the most common, non-English languages spoken by families
- Hiring translators to attend meetings with parents to facilitate communication

2. Human Resource Information

a. Key Leadership Roles

Below are the key leaders of the charter school, all of whom are employed by Educare DC or the Educare Learning Network. The executive director serves as the chief administrative officer of the school, and the site director serves as the curriculum leader. Until the executive director is hired Maribel Centeno, an assistant director with the Educare Learning Network, will serve as EDCPCS's chief administrative officer. Overseen by the executive director, UPO CDC essentially serves as the business officer and the legal counsel for Educare DC Charter School.

Chief Administrative Officer (until executive director is hired):

Maribel Centeno, Assistant Director–Educare Learning Network (*professional development*): Maribel has over twenty-five years of experience in early childhood program development and

administration, including birth-preschool childcare, Early Head Start, and Head Start. Prior to joining the Ounce of Prevention Fund's Educare Learning Network team, she worked in early childhood centers as a teacher and as an administrator in both urban and suburban communities. In her previous position, Maribel was the Vice President of Child and Family Development for a community-based social-service agency where she opened a privately funded birth-to-three program with a home-based visitation component, modeled after Early Head Start. In her current role as Assistant Director, Maribel provides implementation assistance, consultation, training and peer learning opportunities to schools across the Educare Learning Network in order to support the successful implementation of and fidelity to the Educare model. Working in collaboration with Educare executive directorship, Maribel supports embedded professional development, curriculum and instructional support, family engagement, and overall program management and sustainability. Maribel holds a bachelor's degree in Integrated Studies in the discipline of Social Work and Women's Studies from Loyola University, a master's degree in curriculum and instruction in early childhood education from Chicago State University and is a certified Brazelton Touchpoints trainer/mentor.

Curriculum Leader:

Site Director, Alan Guttman: As Site Director at Educare DC, Alan brings 34 year of experience in programs serving children from birth to six years old in several capacities ranging from Head Start Director, public school district child development program administrator, teacher, parent educator and education specialist. He holds a master's degree in early childhood education from New York University. His expertise is in the areas of early childhood program administration; Head Start management systems; quality assurance monitoring; curriculum and assessment; literacy; data management and analysis; and diversity. He was a CLASS certified Head Start Federal Program Reviewer, serving on early childhood development and program design and management review teams. Alan is a 2000 graduate of the Head Start-Johnson and Johnson Management Fellows Program.

Business Officer:

United Planning Organization Community Development Corporation (UPO CDC) provides business management services to support small businesses that are in need of administrative, human resources and fiscal support. Educare DC has contracted with UPO CDC since the creation of the school. UPO CDC has an impressive track record in supporting organizations during all stages of business development to assist and guide organizational structure, goals and administrative objectives, and is designed to operate remotely from your organization. Through a dedicated point of contact, UPO CDC designs an operational system that is flexible, reliable, and cost effective.

Other Key Staff:

Crystal Powell, Educare Family Engagement Supervisor (family engagement): Prior to joining Educare, Crystal served as a Family and Community Engagement Coordinator for DC Public Schools from May 2008–August 2011. She also served as a Head Start Education Services Manager for the United Planning Organization from May 2006–May 2008. Prior to that, Crystal was a kindergarten teacher at Prince George's County Public Schools in Maryland for two years. She was a pre-kindergarten teacher for the DC Public Schools from August 2000–August 2003. Crystal holds a master's degree in educational administration from Trinity University, Washington, DC.

Dawn Noelle Smith, Master Teacher – Educare of Washington, D.C.

Prior to joining Educare, Dawn served as an Early Success Reading First Literacy Mentor Coach at the Student Support Center. She also served as a Parent Educator and Facilitator for the Catholic Charities Archdiocese of Washington for over two years. Additionally, Dawn spent two years instructing kindergarten to third grade curriculum and designing and developing programs to meet the academic, intellectual and social needs of students. Dawn holds a master's degree in curriculum and instruction from George Washington University.

Other Key Advisors:

Danielle Weaver, Educare Implementation Advisor–Educare Learning Network

(operations): Emily started her career in early childhood working with families of infants and toddlers with developmental delays as a Service Coordinator with the Illinois Early Intervention program on the north side of Chicago. She served as the Head Start Grantee Disabilities and Mental Health Coordinator at the Ounce of Prevention Fund in Chicago from 2007–2011, where she provided training and technical assistance to eight Head Start programs in the Chicago area. She then moved on to become the Early Childhood Special Education Manager for Chicago Public Schools where she oversaw screening, referral, evaluation, placement, and special education instruction for all early childhood students in the district. Danielle is a frequent presenter at professional conferences and meetings. Danielle received her bachelor's degree in psychology from the University of Iowa and a master's degree in human services and counseling from DePaul University.

Andrew Krugly, Director of Education–Educare Learning Network *(special education):*

Andrew began his education career in Illinois teaching grades two and four. In 1992, he was the recipient of the Kohl International Teaching Award. Andrew moved into an administrative role as Principal of Willow Creek Elementary School in 1994 (Woodridge School District 68). Andrew then became Principal at Dewey Elementary School in Evanston/Skokie School District 65 in 1998. During his tenure at Dewey School, Andrew was a vanguard in behavioral and academic reform. He led sustained implementation of systemic reform including: the integration of a Spanish immersion program, the change in the Special Education service delivery model to one of inclusion, and the implementation of Positive Behavior Intervention and Supports (PBIS) and Response to Intervention (RTI).

Andrew's successful implementation of these programs while at Dewey School was punctuated by dramatic increases in state test scores for all students. As a nationally recognized presenter and consultant, he also has contributed as the keynote at the regional PBIS Conference and the featured speaker at the NAESP Summer Conference. He received his bachelor's degree in elementary education and his master's degree in educational administration from the University of Illinois. After thirteen years at Dewey School, Andrew became the Director of Education for the Educare Learning Network at the Ounce of Prevention in June of 2012.

Cynthia Stringfellow, Senior Vice President–Educare Learning Network *(curriculum):*

Cynthia oversees the Educare Learning Network's approach to Educare implementation and learning. Cynthia designs, directs, and ensures the effective delivery of implementation assistance and consultation for Educare schools. She also oversees codifying a comprehensive learning and development system for the expanding Educare Learning Network. She has devoted the last 20 years of her career to systems building, and program and training development and delivery for the early childhood field. Prior to coming to the Educare Learning Network, Cynthia served as the

Director of the Midwest Learning Center for Family Support at Family Focus, Inc., a training and technical assistance center for family support, early childhood, and other human service agencies in Illinois and nationally. Previously, she was the National Director of Training and Technical Assistance for Healthy Families America at Prevent Child Abuse America. Cynthia received a bachelor's degree in community and health education from the University of Illinois at Champaign-Urbana, followed by her master's degree in counseling and health education from the University of North Texas.

b. Qualifications of School Staff

Executive Director:

Following are the qualifications of the executive director currently being recruited by Educare DC:

- Demonstrated experience balancing strategic thinking with program execution
- Knowledge of current issues, research and practice in the fields of education, and/or early learning
- Knowledge of charter school and Head Start performance standards
- Proven knowledge of and commitment to progressive management practices, including team building, negotiation skills and collaborative decision-making
- Demonstrated ability to work effectively with racially and ethnically diverse stakeholders, communities and staff
- Demonstrated ability to manage budgetary responsibilities and financial planning
- Proven track record of fundraising success with both public and private funds; in-depth understanding of early childhood funding sources
- Experience working closely with a Board of Directors
- Strong interpersonal and communications skills, including the ability to write clearly, speak in public forums to diverse audiences, and communicate effectively with stakeholders, staff and colleagues
- Advanced degree in Education, Program Administration, Social Work, Health, Developmental Psychology or related field preferred
- Ten years leadership experience in a public, not-for-profit or business organization

Site Director:

Although the site director is on staff, following are the qualifications of a site director should a future search occur:

- Knowledge of developmentally appropriate practice for early childhood education
- Ability to stay abreast of developments in best practice and research relating to early education, as well as family engagement
- Knowledge of charter school and Head Start performance standards
- Knowledge of city and state licensing requirements
- Ability to lead an interdisciplinary team of professionals
- Ability to work with diverse staff and varied community cultures, including children and families living in poverty
- Ability to utilize and provide reflective supervision
- Ability to communicate in a manner that demonstrates and fosters cooperation, respect, concern and openness to change
- Familiarity with community culture and knowledge of community resources and services
- Knowledge of basic principles and practices of program management and staff supervision
- Prior program development, management, and evaluation experience preferred

- Master's degree in early childhood education, child development, social services administration or related field
- Ten years experience in administration and supervision of a family engagement and/or early childhood school or program

Family Engagement Supervisor:

- Knowledge of and ability to implement parent education strategies and activities
- Ability to remain abreast of developments in the fields of family studies and child development
- Demonstrated leadership abilities and ability to utilize reflective supervision
- Knowledge of and ability to assess, analyze, and interpret charter standards, state and local licensing requirements and the organization's philosophy
- Ability to work as a cooperative and supportive member of an interdisciplinary team
- Ability to communicate and cooperate with diverse families, various professionals and community groups
- Ability and willingness to work in a program located in a high-risk, low-income community
- Five years of directly related experience working with families in a community-based school or Head Start program
- Master's degree in Social Work, Family Studies, Human Development or a related field
- At least one year of experience in an Early Childhood setting

Teachers: In compliance with the No Child Left Behind Act, Educare DC has hired highly qualified classroom teachers who have a bachelor's degree, are certified in the District of Columbia, and have demonstrated competency in early childhood education. Their qualifications include (and are indicative of qualifications required for new staff):

Classroom Teaching Staff:

- In each classroom, there is a Lead Teacher with a bachelor's degree in early childhood education or related degree with 18 credits in ECE; Assistant teacher with an associate's degree in early childhood education; and a Teacher Aide with a high school diploma/GED and training and experience, courses, or a credential in early childhood development or infant toddler development.
- Master Teachers have advanced degrees in early childhood education and special training in infant toddler development for birth-to-3 classrooms and supervise 3-4 classrooms.

Family Support Staff:

- Family Support Supervisors have master's degrees in social work, early childhood education, or a related field.
- Family Support Specialists have bachelor's or master's degrees in social work, early childhood education, or a related field and manage 30 or fewer families.

Auxiliary Staff:

- Auxiliary staff members (floaters and permanent substitutes) are available to maintain classroom ratios and support staff's participation in professional development activities.
- Auxiliary staff members receive training and orientation to licensing, Head Start and Educare Learning Network requirements.
- Master Teachers and School Directors supervise and monitor Auxiliary staff members.

- Auxiliary staff serving as Assistant Teachers have an Associates Degree in Early Childhood Education, Child Development or a related field with a minimum of 18 credits in Early Childhood or Child Development with one year of experience also required
- Auxiliary staff serving as Teacher's Aides have a High School Diploma or G.E.D; A non-expired CDA Certification; At least one year of experience working in an early childhood or child care program; Some knowledge of best practices of development and care; Willingness to pursue coursework specific to early childhood

Recruitment Strategies:

The Human Resources Division with UPO CDC has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Human Resources Director. Any employee who willfully violates this policy will be subject to corrective action up to and included discharge. The recruitment policies and procedures for all hires are as follows:

Job Description: The first step to fill an open position is to contact the Human Resources Analyst to create and/or revise the job description. Human Resources maintains copies of all job descriptions and must grade, evaluate, and approve the final job description prior to posting.

Job Posting Requisition Form: A Job Posting Requisition form must be completed by the Hiring Supervisor in order to fill a position. A copy of the finalized job description must be attached

Recruitment Plan: The Recruitment Manager will meet with the Hiring Supervisor to devise a recruitment plan to identify the highest quality candidates for each position, including job posting strategies and interviewing schedules.

Job Postings: During the recruitment plan meeting, the Recruitment Manager and the Hiring Supervisor will discuss where the job advertisement will be posted externally. Recruitment efforts include industry/trade publications, advertisements in local newspapers and on the school's and DCPS website, a posting on Idealist or npo.org, a posting at the NAEYC local chapter and, for recruiting teacher applicants, at local universities that have early childhood programs.

Teacher Qualifications Consideration: Considerable effort will be taken during interviews to hire the most qualified candidates that cumulatively represent the diverse racial/ethnic background of the local community that we serve. In the case of teaching staff, the instructional team will be recruited based on the No Child Left Behind Act "highly qualified teacher" standards. Teachers who meet all of the following criteria will be considered: fully certified and/or licensed by the state, holds at least a bachelor degree from a 4-year institution, and demonstrates competence in early childhood education.

Telephone Screens: Telephone screens are designed to determine if a candidate is still interested in the position and why; verify education qualifications; and to verify salary requirements. The Recruitment Manager and the Hiring Supervisor develop screening questions specific to the job that will help determine if the candidate meets the salary and job requirements of the position. The Recruitment Manager will conduct the telephone screenings and provide a summary

The Interview: Prior to any formal interview, the Hiring Supervisor reviews the interview structure with the Recruitment Manager. The interview structure includes who will interview, how many

interviews, questions to be asked during the interview, any interviewing tests to determine competency level of required skills, such as request for writing samples, etc.

Panel Interviews: If a panel interview is conducted, a structured interview process is recommended. The selection of the interview team is determined prior to the interview and must be the same individuals for all interviews. Interview questions should be compiled by the interviewing team and reviewed by the Recruitment Manager.

Teacher Application Process: If the applicant advances beyond the phone screening, he or she will be required to submit unofficial transcripts. The applicant must meet the minimum requirements based on the position. If the applicant meets these requirements, they will meet with the Master Teacher. The candidate will observe in the classroom and meet with the teacher in the room that he or she will be working in. Ultimately, the applicant will have to submit three professional references with letters of references sent to HR within 90 days and addressed to a specific person at Educare DC. Each reference will be contacted to verify the authenticity of the letters. Recent employment will be verified with calls to the organization to verify dates of employment.

c. Staffing Plan

Educare Charter will operate seven PK classrooms serving 17 children in each classroom with a staffing structure of: one lead teacher (Bachelor's degree level), one teacher assistant (Associate degree level), and one teacher aide per classroom. Since full-time employees at Educare DC work an 8-hour day and since the Educare DC Charter School operates a 6-hour day (9:00 a.m. to 3:00 p.m.), Educare DC staff members who only work with PK-3 and PK-4 students, work a .75 FTE for the charter school (6 of 8 hours.) Staff members who work with all 0 to 5 students, work a .51 FTE for the charter school, .75 FTE (6 of 8 hours) times .68 FTE (119 PreK-3 and PreK-4 students of 175 enrolled.)

Educare DC Charter School Staffing Plan (FTEs)						
Position (#)	Planning Yr 2014-15	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
Executive Director	.25	.4	.4	.4	.4	.4
Site Director	.30	.75	.75	.75	.75	.75
Family Support Supervisor	.10	.51	.51	.51	.51	.51
Master Teachers (2)		1.5	1.5	1.5	1.5	1.5
Lead Teachers (7)		5.25	5.25	5.25	5.25	5.25
Teacher Assistants (7)		5.25	5.25	5.25	5.25	5.25
Teacher Aides (7)		5.25	5.25	5.25	5.25	5.25
Teacher Aides – Floaters (2)		1.5	1.5	1.5	1.5	1.5
Family Engage Specialist (3)	.30	1.53	1.53	1.53	1.53	1.53
Admin Manager		.5	.51	.51	.51	.51
Admin Assistant		.51	.51	.51	.51	.51
Eligibility Clerk		.51	.51	.51	.51	.51

School Nurse		.51	.51	.51	.51	.51
Food Service Aides (2)		1.02	1.02	1.02	1.02	1.02

d. Employment Practices

As described in section B.1.c., Educare DC is a delegate agency of the United Planning Organization (UPO) for its Early Head Start and Head Start programs. At its inception, Educare DC partnered with the Office of UPO CDC to manage its human resource function and to develop a 78-page employee handbook which codifies employment policies and drives employment practices at Educare DC, and since all employees supporting the charter school will be employed by Educare DC, that manual will continue to guide the employment practices at Educare DC and essentially the charter school as well. UPO CDC will modify these practices if necessary to comply with charter law and to meet the requirements of the PCSB.

All Educare DC employees are employed “at will” and can be terminated at any time, for any reason, with notice. Similarly, “at will” employees are free to resign for any reason, with notice. Educare reserves the right to make employment decisions at its sole discretion. Accordingly, employment may be terminated at any time at the option of Educare, with or without cause, just as Educare realizes that employees may terminate their employment at any time at their option, with or without cause.

A full-time employee is an employee hired to fill a regular position and is (1) normally scheduled to work 75 hours or more within a two week pay period; and, (2) has successfully completed a six-month introductory appointment. A part-time employee is an employee hired to fill a regular position on a continuing basis and who is normally scheduled to work at least 40 hours, but less than 75 hours, within a two week pay period. A temporary employee is one hired for a period of 90 days or less.

Hiring and Dismissal

The hiring and dismissal of all employees will be conducted in collaboration with the Human Resources staff of UPO CDC. It’s important to note that Educare DC does not hire family members of employees who recommend or approve the hire or have authority to terminate, supervise, or evaluate the family member.

All new employees will receive introductory appointments for a period of six (6) months so Educare DC can closely evaluate the performance of the employee. Although successful completion of the six month introductory appointment does not guarantee a position of employment with Educare DC, at the end of the six (6) month introductory appointment, if the employee has received two favorable performance evaluations, then, in Educare DC’s sole discretion, the employee may be offered a regular appointment based upon the recommendation of his/her Supervisor and the approval of management.

The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including, termination of employment: misconduct, malfeasance in office, unsatisfactory performance of duty, and attendance and punctuality. Disciplinary actions available to Educare DC include written warnings, written reprimands, and suspensions.

Dispute Resolution

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Educare DC in a reasonable, business-like manner, or for using the problem resolution procedure. Employees may discontinue the procedure at any time, and initiating the procedure does not prevent an employee from being disciplined or dismissed; however, it does allow an opportunity for review of the decision.

The problem resolution procedure consists of the following steps:

- The employee presents the problem to his/her immediate supervisor within seven (7) calendar days, after the incident occurs. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee may present the problem to the next member of management in the chain of command.
- The supervisor responds to the problem during the discussion or within seven (7) calendar days, after consulting with the appropriate management, when necessary. The supervisor must document the discussion.
- The employee presents the problem to the Office of UPO CDC, HR Division within seven (7) calendar days, if the problem goes unresolved.
- The Office of UPO CDC, HR Division, counsels and advises the employee, assists in putting the problem in writing, visits with the employee's Manager (s), if necessary, and if it is not adequately resolved, directs the employee to the executive director for review of the problem.
- The employee presents the problem to the executive director in writing. The executive director reviews and considers the problem. The executive director informs the employee of the decision within seven (7) calendar days and forwards a copy of the written response to the Office of UPO CDC, HR Division for the employee's file. The executive director has full authority to make any adjustment deemed appropriate to resolve the problem. Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in one another. This confidence is important to the operation of an efficient and harmonious work environment.

EEO and ADA

As documented in Educare DC's Employee Handbook, Educare DC does not discriminate in its recruitment, advertising, hiring, promotion, upgrading, demotion, transfer, layoff, return from layoff, termination, rates of pay or other compensation, selection for training, education, social and recreation programs. It also does not discriminate in regards to any other benefits and employment procedures against any applicant for employment or employee because of race, religion, color, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical handicap, disability, matriculation, political affiliation, veteran status, or any other characteristic protected by law. Any employee who willfully violates this policy will be subject to appropriate disciplinary action, up to and including termination.

Educare DC complies with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). Educare DC does not discriminate against any qualified employee or applicant because of that person's physical or mental disability. Consistent with this policy of nondiscrimination, Educare DC will provide reasonable accommodations to qualified individuals

with disabilities (as defined by the ADA) who have made Educare DC aware of his/her disability, provided that such accommodation does not constitute an undue hardship on Educare DC.

Drug-Free Workplace

To protect the safety, health, and well being of all employees and other individuals in our workplace and because we recognize that alcohol abuse and drug use pose a significant threat to its goals, Educare DC has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment. Educare DC requires its employees to adhere to a strict policy regarding the use and possession of drugs and alcohol. The manufacture, distribution, possession, or use of any illegal drug, alcohol, or controlled substance while on Educare DC's premises is strictly prohibited. Violation of this policy can result in appropriate disciplinary action, up to and including, immediate discharge.

Evaluation of Staff

Educare DC's evaluation process is designed to improve each employee's understanding of his/her job and to encourage professional development. Each employee's job performance is evaluated on the basis of such factors as performance, responsibilities, dependability, adaptability, attendance, cooperation, reasoning and judgment, potential/initiative/resourcefulness, and interpersonal relations. Evaluation focuses on the degree to which an employee has attained the performance objectives established for his/her position. Each employee has an opportunity to review and respond in writing to his/her performance evaluation. An employee is not considered for a promotion or a salary increase unless s/he receives satisfactory performance evaluation.

Evaluations conducted by immediate supervisors are completed according to the following schedule:

- During the initial six-month introductory period, employees are evaluated two (2) times: once, after ninety (90) days and again, within ten (10) days of the completion of the introductory period. The second review includes the Supervisor's recommendation to continue employment or terminate.
- After an employee successfully completes the introductory period, employees are evaluated annually.
- During the initial 90-day period in a new position associated with a staff transfer or promotion, regular employees are evaluated two times: after 35 days and again, within ten (10) days of completion of the 90-day period. The second review includes the Supervisor's recommendation to continue employment or terminate.

Salary and Benefits Scale

As an existing program, Educare DC offers a competitive salary and benefits package to ensure that it can attract the highest quality staff. To validate its competitiveness to other charter schools, Educare DC will participate in salary surveys conducted by independent parties in order to access comparable data. Also, it will access annual reports, 990s, other document publicly available to compare its salary and benefits plans of similar charter schools.

Since Educare DC is an existing school which will convert its PK-3 and PK-4 grades to a charter school, we wanted to disclose the existing Educare DC salary schedule for 2013-14 as well as its benefits summary and eligibility:

Educare DC Salary Schedule 2013-14		
Position	Minimum Salary	Maximum Salary
Administrative Assistant	28,000	32,000
Administrative Manager	40,000	60,000
Assistant Teacher	30,000	39,000
Eligibility Clerk	35,000	42,000
Executive Director	160,000	180,000
Family Engagement Specialist	42,000	52,000
Family Engagement Supervisor	50,000	65,000
Food Service Aide	24,000	26,000
Lead Teacher	42,000	57,000
Master Teacher	60,000	70,000
Nurse	42,000	52,500
Site Director	65,000	90,000
Teacher Aide	25,000	33,000

Educare DC Benefit Summary and Eligibility					
Benefit/Leave	Details	Full-time	Full-time (six month intro period)	Part-time (greater than 21 hours)	Temp
Group Dental	50% employer paid				
Group Medical	50% employer paid	X		Pro-rated	
Life Insurance	100% employer paid	X		Pro-rated	
Long-term Disability	100% employer paid	X			
Short-term Disability	100% employer paid	X			
Pension	5.5% employer paid	X		Pro-rated	
Annual Leave	20 days (inc closures)	X	X	½ X	
Election Day Leave	1 day	X			
Family & Medical Leave	12 weeks unpaid leave	X			
Funeral Leave	Up to 3 days	X		Pro-rated	
Holidays (paid)	12 days	X	X	Pro-rated	X
Military Leave	To meet obligation	X			
Personal Days	Up to 5 days	X		½ X	
Sick Leave	4.5 per pay period	X	X	½ X	

Group medical insurance is administered by Blue Cross Blue Shield, and employees have access to dental coverage if elected. The pension plan is administered by CDM, and the annual employer contribution is 5.5% once an employee enrolls in the plan. The employee also may contribute to the plan. Once enrolled, the employee is immediately vested. Annually, the Educare DC board will determine whether to make a discretionary retirement contribution of up to 1%.

Retirement Rights and Benefits of District Employees

Educare DC will amend its policies, procedures and employee handbook to reflect that former employees of the District of Columbia Government who become employees of the charter school may elect to remain in the a District of Columbia Government retirement system and continue to receive creditable services for their employment at Educare DC. The revised policies will reflect that if an employee elects to remain in the government retirement system, Educare will make the same contribution to the system on behalf of the employee as the District of Columbia would have made. Alternately, should an employee elect to transfer into Educare's retirement system, Educare will work with the Government entity to transfer funds to Educare's retirement system.

3. Implementation of the Charter

a. Maintenance and Reporting of Academic and Non-Academic Performance Data

The executive director and the site director will have primary responsibility for collecting, maintaining, and reporting data to stakeholders. The two work in partnership with the Educare Local Evaluation Partner (LEP). The LEP is employed by a local university and works with the Educare team to develop a realistic local evaluation and continuous program improvement plan consistent with the Educare logic model and with the evaluation plan established by the Educare Learning Network.

Data is maintained in proprietary systems created by Educare DC, predominately a collection of sophisticated Excel spreadsheets. At least bi-monthly, academic and non-academic data will be formally reported to the EDCPCS Board of Directors by the executive director. Since this will be a public meeting, parents and other stakeholders will be invited to attend. Also, at least twice a year, the Board of Directors will also be presented with data comparing performance of EDCPCS to similar schools in the Educare network as well as other charter preschools in DC. EDCPCS will also ensure that information systems will be able to exchange data with required PCSB or OSSE systems as well as comply in a timely manner to all reporting requirements of the PCSB.

b. Major Contracts Planned

Besides its management contract with Educare DC (listed first), on the next page are all major contracts currently held by Educare DC with a value equal to or exceeding \$25,000. Although all of these contracts will remain with Educare DC, we thought it was useful to disclose them since they are essentially embedded in the costs associated of the management agreement, since a portion of these contracts will essentially be charged to EDCPCS as part of the management agreement.

EDCPCS Major Contracts		
Service	Company	Annual Contract Amount
Comprehensive Education Services (management agreement)	Educare DC	Approximately \$2.4 million annually
Educare DC Major Contracts		
Service	Company	Annual Contract Amount
Administrative – Accounting and Finance; Compliance; MIS; Enrollment and Compliance; Human Resources; Facility Repairs and Maintenance	United Planning Organization Community Development Corporation	13.6% of annual budget
Food	Good Food Company	59,098
Research and Evaluation	University of Maryland	175,000

c. Services Sought from District of Columbia Public Schools

EDCPCS will not seek any services from the District of Columbia Public Schools.

FORMS AND REQUIRED DOCUMENTATION

D. Certifications (Assurances Form)

Assurances Form
(This form must be submitted with the application.)

As the authorized representative of the applicant, I acknowledge the obligation of the proposed public charter school to comply with the following:

1. Maintain non-profit status under terms stated in the District of Columbia Non-profit Corporation Act prior to receiving a charter. (School Reform Act (SRA) §38-1802.04(c)(16))
2. Seek, obtain, and maintain accreditation for the public charter school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the D.C. Public Charter School Board. (SRA §38-1802.02(16))
3. Remain nonsectarian and not be affiliated with a sectarian school or religious institution. (SRA §38-1802.04 (c)(15))
4. Submit an annual audit of financial statements according to Government Auditing Standards, by a Certified Public Accountant listed in the Approved Auditor List for charter schools
5. Offer open enrollment to all students who are residents of the District of Columbia, and use a random selection process when the school receives more applications from students of the District of Columbia than there are spaces available. (SRA §38-1802.06 (a), (b), (c), and (d))
6. Provide PCSB with student enrollment data required for submission to the Office of the Chief Financial Officer and the District of Columbia Public Schools Office of Categorical Programs. (SRA §38-1802.04 (c)(12))
7. Collect, record, and report attendance, discipline, and enrollment data in compliance with the policies and procedures of PCSB, using the reporting software required by PCSB.
8. Collect and report academic and non-academic performance using technology prescribed by PCSB
9. Not charge tuition, fees, or other mandatory payments for attendance at the public charter school or for participation in its programs, except to Non-Resident Students or for field trips or similar activities. (SRA §38-1802.04 (c)(2))
10. Establish an informal complaint resolution process no later than two months prior to the first date on which instruction commences. (SRA §38-1802.04 (c)(13))
11. Provide training to relevant school personnel and Board of Trustee members in financial management, governance and management, and other areas as deemed necessary by PCSB.
12. Provide PCSB access to and the right to examine all records or documents related to the award, as well as any documents and records, including audit findings, needed to determine the performance of the school under the terms of its charter. (SRA §38-1802.11(a)(2))13.
13. Comply with the following federal and local laws:
 - a. Health and Safety: See SRA §38-1802.02(11) and §38-1802.04(c)(4); Healthy Schools Act of 2010; federal and local laws regarding background checks for all employees and volunteers working with children and referring students to the Child and Family Services Agency for instances of education neglect and suspected abuse
 - b. Building Safety: D.C Building and Fire Codes (D.C. Code § 5-501 et seq.)
 - c. Maintenance and Dissemination of Student Records: Family Educational Rights and Privacy Act,
 - d. Certain Requirements of Educational Institutions: Compulsory School Attendance (D.C.

Code § 38-201 et seq.); Immunization of School Students (D.C. Code § 38-501 et seq.); Tuition of Nonresidents (D.C. Code § 31-301 et seq.); Non-Profit Corporations (D.C. Code § 29-401 et seq.)

- e. Subchapter B of the Individuals with Disabilities Education Act (20 U.S.C. § 1411, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); any and all federal and local laws around providing a free and appropriate public education to all students with disabilities.
- f. English Language Learners: all federal and local laws and applicable regulations regarding identifying and serving students who are English language learners
- g. Title I of the Elementary and Secondary Education Act .
- h. Civil Rights Statutes and Regulations of the Federal Government and the District of Columbia: The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- i. Background Checks of Employees and Volunteers: 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; 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, 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. (D.C. Code §4-1501 et seq.; District of Columbia Municipal Regulations 6B-412-427).
- j. Other: All other laws deemed applicable by PCSB (SRA §38-1802.11(a)(1)(B)).

Signature of Authorized Certifying Official 	Title Member, Founding Group and Educare DC Public Charter School Board
Applicant Organization Educare DC	Date Submitted 2/25/14

E. Budget

1. Budget Narrative

Line	Category	Explanation
REVENUES		
01	Per-pupil charter payments	Our estimate for Per Pupil funding assumes the base FY14 PPF funding increases 2 percent annually, consistent with recent history. We assume that the \$3,000 per pupil facilities funding allowance in FY14 will remain flat over the full time horizon of the budget. We also assume the grade-level, SpEd, and LEP/NEP multipliers remain flat and consistent with FY14. These assumptions result in a foundation per pupil payment of \$9,682 in FY16 and \$9,876 in FY17, with a constant per pupil facilities payment of \$3,000. In total per-pupil charter payments are estimated at \$2,082,502 and \$2,125,407 for Year 1 and 2, respectively
02	Per-pupil facilities allowance	Foundation level of \$ 3,000 for FY2015, assumed flat year-over-year with no increases for a total of \$357,000 for both Year 1 and Year 2 based on 119 students enrolled each year.
03	Federal Entitlements	Title Vb funding of \$260,000 in Years 1 and 2 and IDEA formulaic funding of \$22,577 and \$5,235 in Year 1 and 2, respectively, based on the 1/11/13 memo to proposed charter schools.
04	Other Government Funding/Grants	This represents a combination of NSLP revenue plus a small amount of Healthy Schools Act revenue, totaling \$61,557 and \$63,329 in Year 1 and 2, respectively.
05	Total Public Funding	Total Public Funding is budgeted at \$2,426,636 and \$2,453,971 for Year 1 and 2, respectively. (Sum of lines 1 thru 5)
06	Private Grants and Donations	Throughout the country all Educare schools are prodigious fundraisers. As a testament to Educare DC's fundraising capacity, for the fiscal year ended June 30, 2013, \$1.365 million was raised from non-federal contributions and grants. Educare DC will aggressively raise funds in DC, and EDCPCS will benefit proportionally from the private funds raised by Educare DC. For the first two years of the charter, EDCPCS has budgeted a conservative \$100,000 in private grants and donations.
07	Activity Fees	None
08	Loans	Repayment of a loan from Educare DC for the pre-opening year - (\$100,000)
09	Other Income	Other income is \$7,315 for paid meal sales
10	Total Non-Public Funding	Total non-public funding is \$7,315 each year in years 1 and 2. (Sum of lines 6 thru 9)
11	EMO Management Fee	The management fee equals the fees paid to Educare DC for under EDCPCS management contract. Those fees are on line 73 of the budget and total \$2,376,316 for Year 1 and \$2,423,842 for Year 2. Detail for those fees appear in line 73.
14	Total Revenues	Total revenue is budgeted at \$2,433,951 for Year 1 and \$2,561,286 for Year 2. (Sum of lines 5 and 10)
EXPENSES		
	Personnel Salaries and Benefits	
15	Principal/Executive Salary	None
16	Teacher Salaries	None
17	Teacher Aides	None
18	Other Education Professionals Salaries	None
19	Business/Operations Salaries	None

20	Clerical Salaries	None
21	Custodial Salaries	None
22	Other Staff Salaries	None
23	Employee Benefits	None
24	Contracted Staff	Resources included in EMO fee – see detail below.
25	Staff Development Costs	Resources included in EMO fee – see detail below.
27	Total Personnel Costs	Resources included in EMO fee – see detail below.
29	Direct Student Costs	
30	Textbooks	None
31	Student Supplies and Materials	None
32	Library and Media Center Materials	None
33	Computers and Materials	Resources included in EMO fee – see detail below.
34	Other Instructional Equipment	Resources included in EMO fee – see detail below.
35	Furniture and Classroom Supplies	None
36	Student Assessment Materials	None
37	Contracted Student Services	Resources included in EMO fee – see detail below.
38	Miscellaneous Student Expenses	Resources included in EMO fee – see detail below.
40	Total Direct Student Costs	Resources included in EMO fee – see detail below.
42	Occupancy Expenses	
43	Rent	None
44	Mortgage Principal Payments	None
45	Mortgage Interest Payments	None
46	Building Maintenance and Repairs	None
47	Renovation/Leasehold Improvements	None
48	Utilities	None
49	Janitorial Supplies	None
50	Equipment Rental and Maintenance	None
51	Contracted Building Services	Resources included in EMO fee – see detail below.
53	Total Occupancy Expenses	Resources included in EMO fee – see detail below.
55	Office Expenses	
56	Office Supplies and Materials	Resources included in EMO fee – see detail below.
57	Office Furnishings and Equipment	Resources included in EMO fee – see detail below.
58	Office Equipment Rental and Maintenance	Resources included in EMO fee – see detail below.
59	Telephone/Communications	Resources included in EMO fee – see detail below.
60	Legal, Accounting and Payroll	Resources included in EMO fee – see detail below.
61	Printing and Copying	Resources included in EMO fee – see detail below.
62	Postage and Shipping	Resources included in EMO fee – see detail below.

63	Other	None
65	Total Office Expenses	Resources included in EMO fee – see detail below.
67	General Expenses	
68	Insurance	Resources included in EMO fee – see detail below.
69	Interest Expense	None
70	Transportation	Resources included in EMO fee – see detail below.
71	Food Service	Resources included in EMO fee – see detail below.
72	Administrative Fee to PCSB	Authorizer fees are budgeted at 0.5% of all expenses associated with running EDCPCS. For year 1 that fee is \$11,882 (2,376,316 x .5%), and for year 2 that fee is \$12,119 (2,423,842 X .5%)
73	EMO Management Fee	The budgeted EMO fee provides for all staff and services related to the operations of EDCPCS. The costs of the management fee for Years 1 and 2 are \$2,376,316 and \$2,423,842 for Years 1 and 2, respectively. They are detailed in the table below by the budget line items listed in the budget template.

Line	Detail	Year 1	Year 2																																																																												
24	<p><i>Contracted Staff:</i> The following contracted staff will be provided by Educare to operate EDCPCS. Staff are listed by title with base salaries, FTEs, and actual salaries charged to EDCPCS. For Year 2, the same staffing pattern is assumed and a COLA of 2% is included.</p> <table border="1"> <thead> <tr> <th>Position</th><th>Base Salary</th><th>FTE</th><th>Salary</th></tr> </thead> <tbody> <tr> <td>Executive Director</td><td>175,000</td><td>.4</td><td>70,000</td></tr> <tr> <td>Site Director</td><td>110,000</td><td>.75</td><td>82,500</td></tr> <tr> <td>Family Engage Supervisor</td><td>58,000</td><td>.51</td><td>29,580</td></tr> <tr> <td>Master Teachers</td><td>65,000</td><td>1.5</td><td>97,500</td></tr> <tr> <td>Lead Teachers</td><td>55,000</td><td>5.25</td><td>288,750</td></tr> <tr> <td>Teacher Assistants</td><td>37,500</td><td>5.25</td><td>196,875</td></tr> <tr> <td>Teacher Aides</td><td>31,000</td><td>5.25</td><td>162,750</td></tr> <tr> <td>Teacher Aides (Floaters)</td><td>31,000</td><td>1.5</td><td>46,500</td></tr> <tr> <td>Family Engage Specialists</td><td>48,000</td><td>1.53</td><td>73,440</td></tr> <tr> <td>Admin Manager</td><td>60,000</td><td>.51</td><td>30,600</td></tr> <tr> <td>Admin Assistant</td><td>30,000</td><td>.51</td><td>15,300</td></tr> <tr> <td>Eligibility Clerk</td><td>42,000</td><td>.51</td><td>21,420</td></tr> <tr> <td>School Nurse</td><td>26,500</td><td>.51</td><td>13,515</td></tr> <tr> <td>Food Service Aides</td><td>26,000</td><td>1.02</td><td>26,520</td></tr> <tr> <td>Total Base Salaries</td><td></td><td>25</td><td>1,155,250</td></tr> <tr> <td>Fringe @ 26.65%</td><td></td><td></td><td>307,874</td></tr> <tr> <td>Total Contracted Staff</td><td></td><td></td><td>1,463,124</td></tr> <tr> <td>Year 2 with COLA @ 2%</td><td></td><td></td><td>1,492,386</td></tr> </tbody> </table>	Position	Base Salary	FTE	Salary	Executive Director	175,000	.4	70,000	Site Director	110,000	.75	82,500	Family Engage Supervisor	58,000	.51	29,580	Master Teachers	65,000	1.5	97,500	Lead Teachers	55,000	5.25	288,750	Teacher Assistants	37,500	5.25	196,875	Teacher Aides	31,000	5.25	162,750	Teacher Aides (Floaters)	31,000	1.5	46,500	Family Engage Specialists	48,000	1.53	73,440	Admin Manager	60,000	.51	30,600	Admin Assistant	30,000	.51	15,300	Eligibility Clerk	42,000	.51	21,420	School Nurse	26,500	.51	13,515	Food Service Aides	26,000	1.02	26,520	Total Base Salaries		25	1,155,250	Fringe @ 26.65%			307,874	Total Contracted Staff			1,463,124	Year 2 with COLA @ 2%			1,492,386	\$1,463,124	\$1,492,836
Position	Base Salary	FTE	Salary																																																																												
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Year 2 with COLA @ 2%			1,492,386																																																																												
25	<i>Staff Development:</i> This line item includes trainings, conferences, and memberships, including participation in Educare Learning Network conferences and seminars, Child Plus and NAYC Trainings, and membership dues and publications. Cost is estimated at roughly \$350 per FTE, and a 2% increase is anticipated in Year 2.	8,815	8,991																																																																												
33	<i>Computers and Materials:</i> This line item represents costs associated with computers, software, and associated maintenance. A 2% increase is anticipated in Year 2.	4,386	4,474																																																																												
34	<i>Other Instructional Equipment:</i> In-classroom equipment to support the educational program. A 2% increase is anticipated in Year 2.	3,060	3,121																																																																												
37	<i>Contracted Student Services:</i> Fees paid to the Local Education Partner responsible for program evaluation. Educare DC's annual contract is for \$175,000. 5/14 of that costs are charged to EDCPCS since 5 of the 14 assessment tests administered are related to the PK3 and PK4 students. A 2% increase is anticipated in Year 2.	62,500	63,750																																																																												
38	<i>Miscellaneous Student Costs:</i> This line item includes classroom supplies,	27,928	28,487																																																																												

	materials related to parent involvement and transitional activities. Cost is estimated at approximately \$235 per student. A 2% increase is anticipated in Year 2.		
51	<i>Contracted Building Services:</i> Educare DC will provide all building services, maintenance and support to EDCPCS at the \$3,000 per student facility allotment. No increase is anticipated in Year 2.	357,000	357,000
56	<i>Office Supplies and Materials:</i> General office supplies, book, subscriptions and materials, estimated at approximately \$350/month. A 2% increase is anticipated in Year 2.	4,182	4,266
57	<i>Office Furnishings and Equipment:</i> The majority of office furniture and equipment will be supplied by Educare DC. This small cost allow for specific furnishings and equipment to be purchases for EDCPCS. A 2% increase is anticipated in Year 2.	2,907	2,965
58	<i>Office Equipment Rental and Maintenance:</i> This represents EDCPCS's portion of the copier rentals in the building. EDCPS is charge 51% of the lease amount (6/8 – representing 75% of an 8-hour day times 119/175 – representing 68% of students enrolled in the building in EDCPCS.) A 2% increase is anticipated in Year 2.	7,650	7,803
59	<i>Telephone/Telecommunications:</i> This represents EDCPCS's portion of the telephone and internet services in the building. EDCPS is charge 51% of the total cost of these services (6/8 – representing 75% of an 8-hour day times 119/175 – representing 68% of students enrolled in the building in EDCPCS.) A 2% increase is anticipated in Year 2.	11,512	11,742
60	<i>Legal, Accounting, and Payroll Services:</i> Audit fees are budgeted at approximately 15,000, which legal fees are budgeted at 12,577, representing about half of the historical legal fees incurred by Educare DC. A 2% increase is anticipated in Year 2.	27,577	28,129
61	<i>Printing and Copying:</i> Cost of miscellaneous copying services. A 2% increase is anticipated in Year 2.	765	780
62	<i>Postage and Shipping:</i> Stamps and miscellaneous shipping. A 2% increase is anticipated in Year 2.	979	999
68	<i>Insurance:</i> This includes D&O insurance premiums as well as liability insurance. A 2% increase is anticipated in Year 2.	8,823	8.999
70	<i>Transportation:</i> This represents EDCPCS's portion of the transportation costs for staff travel. EDCPS is charge 51% of the total cost of these services (6/8 – representing 75% of an 8-hour day times 119/175 – representing 68% of students enrolled in the building in EDCPCS.) A 2% increase is anticipated in Year 2.	2,040	2,081
71	<i>Food Service:</i> Food and kitchen supplies are estimated at \$640 per child. This cost is based on historical coast incurred by Educare DC. A 2% increase is anticipated in Year 2.	76,076	77,598
73	<i>EMO Management Fee:</i> This represents EDCPCS's portion of the contract with UPO CDC to provide all back of the house services, including accounting and human resources. UPO CDC charges Educare DC 13.6% of the annual budget for these services. EDCPS is charge 51% of the total cost of these services (6/8 – representing 75% of an 8-hour day times 119/175 – representing 68% of students enrolled in the building in EDCPCS.) A 2% increase is anticipated in Year 2.	289,989	295,789
74	<i>Other General Expenses:</i> This line item includes advertising expenses, bank fees, Other business expenses and registration fees, health supplies, permit fees, and special events costs. EDCPS is charge 51% of the total cost for these items (6/8 – representing 75% of an 8-hour day times 119/175 – representing 68% of students enrolled in the building in EDCPCS.) A 2% increase is anticipated in Year 2.	17,003	17,343
74	Other General Expense	None	
75	Unforeseen Expenses	None	
76	Total General Expenses	Year 1 - \$2,388,198	

		Year 2 - \$2,435,961 (Sum of lines 68 thru 75)
78	Total Expenses	Year 1 - \$2,388,198 Year 2 - \$2,435,961
81	Excess (or Deficiency) Retained by School	Year 1 Excess = \$45,753 Year 2 Excess = \$125,325

2. Pre-Opening Expenses

DESCRIPTION		BUDGETED AMOUNTS			Column D
		Column A	Column B	Column C	
REVENUES		501(c)3 School Applicant	Education Management Organization	Total Revenues by Funding Source	Expenditures as a Percent of Total Public Funding
1	Per Pupil Charter Payments			0	
2	Per Pupil Facilities Allowance			0	
3	Federal Entitlements	140,000		140,000	
4	Other Government Funding/Grants			0	
5	Total Public Funding	140,000	0	140,000	
6	Private Grants and Donations			0	
7	Activity Fees			0	
8	Loans	100,000		100,000	
9	Other Income (please describe in footnote)			0	
10	Total Non-Public Funding	100,000	0	100,000	
11	EMO Management Fee (= line 73, col. G)			0	
12					
13					
14	TOTAL REVENUES	\$240,000	\$0		
EXPENSES		501(c)3 School Applicant	Education Management Organization	Combined Total	Expenditures as a Percent of Total Public Funding
Personnel Salaries and Benefits					
15	Principal/Executive Salary			0	0%
16	Teachers Salaries			0	0%
17	Teacher Aides/Assistance Salaries			0	0%
18	Other Education Professionals Salaries			0	0%
19	Business/Operations Salaries			0	0%
20	Clerical Salaries			0	0%
21	Custodial Salaries			0	0%
22	Other Staff Salaries			0	0%
23	Employee Benefits			0	0%
24	Contracted Staff			0	0%
25	Staff Development Costs			0	0%
26			-	0	0%
27	Subtotal: Personnel Costs	\$0	-	0	0%
28					
29	Direct Student Costs				
30	Textbooks			0	0%
31	Student Supplies and Materials			0	0%
32	Library and Media Center Materials			0	0%
33	Computers and Materials			0	0%
34	Other Instructional Equipment			0	0%
35	Classroom Furnishings and Supplies			0	0%
36	Student Assessment Materials			0	0%
37	Contracted Student Services			0	0%
38	Miscellaneous Student Costs			0	0%
39				0	0%
40	Subtotal: Direct Student Costs	\$0	-	0	0%
41					

42	Occupancy Expenses				
43	Rent		0		0%
44	Mortgage Principal Payments		0		0%
45	Mortgage Interest Payments		0		0%
46	Building Maintenance and Repairs		0		0%
47	Renovation/Leasehold Improvements		0		0%
48	Utilities		0		0%
49	Janitorial Supplies		0		0%
50	Equipment Rental and Maintenance		0		0%
51	Contracted Building Services		0		0%
52			0		0%
53	Subtotal: Occupancy Expenses	\$0	-	0	0%
54					
55	Office Expenses				
56	Office Supplies and Materials		0		0%
57	Office Furnishings and Equipment		0		0%
58	Office Equipment Rental and Maintenance		0		0%
59	Telephone/Telecommunications		0		0%
60	Legal, Accounting and Payroll Services		0		0%
61	Printing and Copying		0		0%
62	Postage and Shipping		0		0%
63	Other		-	0	0%
64			0		0%
65	Subtotal: Office Expenses	\$0	-	0	0%
66					
67	General Expenses				
68	Insurance		0		0%
69	Interest Expense		0		0%
70	Transportation		0		0%
71	Food Service		0		0%
72	Administration Fee (to PCSB)		0		0%
73	EMO Management Fee	200,287		200,287	143%
74	Other General Expense		0		0%
75			0		0%
76	Subtotal: General Expenses	\$200,287	-	\$ 200,287	143%
77					
78	TOTAL EXPENSES	\$200,287	-	\$ 200,287	143%
79					
80	EXCESS (OR DEFICIENCY)				
81	Excess (or deficit) retained by school	\$39,713			
82	Excess (or deficit) retained by EMO				

Pre-Opening Budget Detail			
Position	Detail	Salary	Budget
Executive Director	.25 FTE	175,000	43,750
Site Director	.30 FTE	110,000	33,000
Family Engagement Specialists (3)	.10 FTE each	48,000	14,400
Family Engagement Supervisor	.10 FTE	58,000	5,800
Total Salaries			96,950
Taxes and Benefits	@26.65%		25,837
Total Salaries, Taxes, & Benefits			122,787
Professional Development	\$2,500 per staff for 31 staff members *		77,500
Total Pre-Opening Budget			200,287
* Staff receiving PD include the executive director, site director, 3 family engagement specialists, family engagement supervisor, 2 master teachers, 7 lead teachers, 9 teacher aides, and 7 teacher assistants			

DESCRIPTION	Pre-Opening	Month 1 July	Month 2 August	Month 3 Sept	Month 4 Oct	Month 5 Nov	Month 6 Dec
1. Cash on Hand (start of month)		-	-	-	100,000	77,746	55,492
2. Cash receipts							
Per Pupil Charter Payments		-	-	-	-	-	-
Per Pupil Facilities Allowance		-	-	-	-	-	-
Federal Entitlements		-	-	-	-	-	20,000
Other Government Funding/Grants		-	-	-	-	-	-
Grants and Donations		-	-	-	-	-	-
Activities Fees		-	-	-	-	-	-
Line of Credit		-	-	100,000	-	-	-
Other Income		-	-	-	-	-	-
3. Total Receipts	\$0	\$0	\$0	\$100,000	\$0	\$0	\$20,000
4. Total Cash Available	\$0	\$0	\$0	\$100,000	\$100,000	\$77,746	\$75,492
5. Expenses							
Personnel Salaries and Benefits							
Principal/Executive Salary							
Teachers Salaries							
Teacher Aides/Assistance Salaries							
Other Education Professionals Salaries							
Business/Operations Salaries							
Clerical Salaries							
Custodial Salaries							
Other Staff Salaries							
Employee Benefits							
Contract Staff							
Staff Development Costs							
Direct Student Costs							
Textbooks							
Student Supplies and Materials							
Library and Media Center Materials							
Computers and Materials							
Other Instructional Equipment							
Classroom Furnishings and Supplies							
Student Assessment Materials							
Contracted Instructional/Student Services							
Miscellaneous Student Costs							

DESCRIPTION		Pre-Opening	Month 1 July	Month 2 August	Month 3 Sept	Month 4 Oct	Month 5 Nov	Month 6 Dec
	Office Expenses							
	Office Supplies and Materials							
	Office Furnishings and Equipment							
	Office Equipment Rental and Maintenance							
	Telephone/Telecommunications							
	Legal, Accounting and Payroll Services							
	Printing and Copying							
	Postage and Shipping							
	Other							
	Occupancy Expenses							
	Rent							
	Mortgage Interest Payments							
	Maintenance and Repairs							
	Leasehold Improvements							
	Utilities							
	Janitorial Supplies							
	Equipment Rental and Maintenance							
	Contracted Building Services							
	General Expenses							
	Insurance							
	Interest Expense							
	Transportation							
	Food Service							
	Administration Fee					22,254	22,254	22,254
	Other General Expense							
	Unforeseen Expenses							
6. Total Expenses		-	-	-	-	22,254	22,254	22,254
7. Fund Balance (end of month)		-	-	-	100,000	77,746	55,492	53,238

DESCRIPTION	Month 7 Jan	Month 8 Feb	Month 9 March	Month 10 April	Month 11 May	Month 12 June	Total
1. Cash on Hand (start of month)	53,238	50,984	48,730	46,476	44,222	41,968	
2. Cash receipts							
Per Pupil Charter Payments	-	-	-	-	-	-	-
Per Pupil Facilities Allowance	-	-	-	-	-	-	-
Federal Entitlements	20,000	20,000	20,000	20,000	20,000	20,000	140,000
Other Government Funding/Grants	-	-	-	-	-	-	-
Grants and Donations	-	-	-	-	-	-	-
Activities Fees	-	-	-	-	-	-	-
Line of Credit	-	-	-	-	-	-	100,000
Other Income	-	-	-	-	-	-	-
3. Total Receipts	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000
4. Total Cash Available	\$73,238	\$70,984	\$68,730	\$66,476	\$64,222	\$61,968	\$240,000
5. Expenses							
Personnel Salaries and Benefits							
Principal/Executive Salary							-
Teachers Salaries							-
Teacher Aides/Assistance Salaries							-
Other Education Professionals Salaries							-
Business/Operations Salaries							-
Clerical Salaries							-
Custodial Salaries							-
Other Staff Salaries							-
Employee Benefits							-
Contract Staff							-
Staff Development Costs							-
Direct Student Costs							
Textbooks							-
Student Supplies and Materials							-
Library and Media Center Materials							-
Computers and Materials							-
Other Instructional Equipment							-
Classroom Furnishings and Supplies							-
Student Assessment Materials							-
Contracted Instructional/Student Services							-
Miscellaneous Student Costs							-

DESCRIPTION		Month 7 Jan	Month 8 Feb	Month 9 March	Month 10 April	Month 11 May	Month 12 June	Total
	Office Expenses							
	Office Supplies and Materials							-
	Office Furnishings and Equipment							-
	Office Equipment Rental and Maintenance							-
	Telephone/Telecommunications							-
	Legal, Accounting and Payroll Services							-
	Printing and Copying							-
	Postage and Shipping							-
	Other							-
	Occupancy Expenses							
	Rent							-
	Mortgage Interest Payments							-
	Maintenance and Repairs							-
	Leasehold Improvements							-
	Utilities							-
	Janitorial Supplies							-
	Equipment Rental and Maintenance							-
	Contracted Building Services							-
	General Expenses							
	Insurance							-
	Interest Expense							-
	Transportation							-
	Food Service							-
	Administration Fee	22,254	22,254	22,254	22,254	22,254	22,254	200,286
	Other General Expense							-
	Unforeseen Expenses							-
	6. Total Expenses	22,254	22,254	22,254	22,254	22,254	22,254	200,286
	7. Fund Balance (end of month)	50,984	48,730	46,476	44,222	41,968	39,714	39,714

3. Two-Year Operating Budget

EDUCARE DC PUBLIC CHARTER SCHOOL - YEAR 1

DESCRIPTION		BUDGETED AMOUNTS			
		Column A	Column B	Column C	Column D
REVENUES		501(c)3 School Applicant	Education Management Organization	Total Revenues by Funding Source	Expenditures as a Percent of Total Public Funding
1	Per Pupil Charter Payments	1,725,502		1,725,502	
2	Per Pupil Facilities Allowance	357,000		357,000	
3	Federal Entitlements	282,577		282,577	
4	Other Government Funding/Grants	61,557	0	61,557	
5	Total Public Funding	2,426,636	0	2,426,636	
6	Private Grants and Donations	100,000		100,000	
7	Activity Fees			-	
8	Loans	(100,000)		(100,000)	
9	Other Income (please describe in footnote)	7,315		7,315	
10	Total Non-Public Funding	7,315	0	7,315	
11	EMO Management Fee (= line 73, col. G)	2,376,316			
12					
13					
14	TOTAL REVENUES	\$2,433,951	\$0		
EXPENSES		501(c)3 School Applicant	Education Management Organization	Combined Total	Expenditures as a Percent of Total Public Funding
Personnel Salaries and Benefits					
15	Principal/Executive Salary			-	0%
16	Teachers Salaries			-	0%
17	Teacher Aides/Assistance Salaries			-	0%
18	Other Education Professionals Salaries			-	0%
19	Business/Operations Salaries			-	0%
20	Clerical Salaries			-	0%
21	Custodial Salaries			-	0%
22	Other Staff Salaries			-	0%
23	Employee Benefits			-	0%
24	Contracted Staff			-	0%
25	Staff Development Costs			-	0%
26				-	0%
27	Subtotal: Personnel Costs	\$0	\$0	\$0	0%
28					
Direct Student Costs					
30	Textbooks			-	0%
31	Student Supplies and Materials			-	0%
32	Library and Media Center Materials			-	0%
33	Computers and Materials			-	0%
34	Other Instructional Equipment			-	0%
35	Classroom Furnishings and Supplies			-	0%
36	Student Assessment Materials			-	0%
37	Contracted Student Services			-	0%
38	Miscellaneous Student Costs			-	0%
39					0%
40	Subtotal: Direct Student Costs	\$0	\$0	\$0	0%
41					

42	Occupancy Expenses				
43	Rent		-		0%
44	Mortgage Principal Payments		-		0%
45	Mortgage Interest Payments		-		0%
46	Building Maintenance and Repairs		-		0%
47	Renovation/Leasehold Improvements		-		0%
48	Utilities		-		0%
49	Janitorial Supplies		-		0%
50	Equipment Rental and Maintenance		-		0%
51	Contracted Building Services		-		0%
52					
53	Subtotal: Occupancy Expenses	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0%</u>
54					
55	Office Expenses				
56	Office Supplies and Materials		-		0%
57	Office Furnishings and Equipment		-		0%
58	Office Equipment Rental and Maintenance		-		0%
59	Telephone/Telecommunications		-		0%
60	Legal, Accounting and Payroll Services		-		0%
61	Printing and Copying		-		0%
62	Postage and Shipping		-		0%
63	Other		-		0%
64					
65	Subtotal: Office Expenses	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0%</u>
66					
67	General Expenses				
68	Insurance		-		0%
69	Interest Expense		-		0%
70	Transportation		-		0%
71	Food Service		-		0%
72	Administration Fee (to PCSB)	11,882		11,882	0%
73	EMO Management Fee	2,376,316		2,376,316	98%
74	Other General Expense			-	0%
75					
76	Subtotal: General Expenses	<u>2,388,198</u>	<u>-</u>	<u>2,388,198</u>	<u>98%</u>
77					
78	TOTAL EXPENSES	<u>\$2,388,198</u>	<u>\$0</u>	<u>\$2,388,198</u>	<u>98%</u>
79					
80	EXCESS (OR DEFICIENCY)				
81	Excess (or deficit) retained by school	<u>\$45,753</u>			
82	Excess (or deficit) retained by EMO				

ASSUMPTIONS

Student Enrollment	<u>119</u>
Facility Size (square footage)	<u>20,000</u>
Average Teacher Salary	<u>-</u>
Student/Teacher Ratio	<u>5.0</u>
Other Major Assumptions	<u></u>

NOTES:

EDUCARE DC PUBLIC CHARTER SCHOOL - YEAR 2

DESCRIPTION		BUDGETED AMOUNTS		
		Column A	Column B	Column C
		501(c)3 School Applicant	Education Management Organization	Total Revenues by Funding Source
REVENUES				Expenditures as a Percent of Total Public Funding
1	Per Pupil Charter Payments	1,768,407		1,768,407
2	Per Pupil Facilities Allowance	357,000		357,000
3	Federal Entitlements	265,235		265,235
4	Other Government Funding/Grants	63,329	0	63,329
5	Total Public Funding	2,453,971	0	2,453,971
6	Private Grants and Donations	100,000	0	100,000
7	Activity Fees	0	0	-
8	Loans	0	0	-
9	Other Income (please describe in footnote)	7,315	0	7,315
10	Total Non-Public Funding	107,315	0	107,315
11	EMO Management Fee (= line 73, col. G)	2,423,842		
12				
13				
14	TOTAL REVENUES	\$2,561,286	\$0	
EXPENSES		501(c)3 School Applicant	Education Management Organization	Combined Total
<i>Personnel Salaries and Benefits</i>				Expenditures as a Percent of Total Public Funding
15	Principal/Executive Salary	0	0	-
16	Teachers Salaries	0	0	-
17	Teacher Aides/Assistance Salaries	0	0	-
18	Other Education Professionals Salaries	0	0	-
19	Business/Operations Salaries	0	0	-
20	Clerical Salaries	0	0	-
21	Custodial Salaries	0	0	-
22	Other Staff Salaries	0	0	-
23	Employee Benefits	0	0	-
24	Contracted Staff	0	0	-
25	Staff Development Costs	0	0	-
26				
27	Subtotal: Personnel Costs	\$0	\$0	\$0
28				
29	<i>Direct Student Costs</i>			
30	Textbooks	0	0	-
31	Student Supplies and Materials	0	0	-
32	Library and Media Center Materials	0	0	-
33	Computers and Materials	0	0	-
34	Other Instructional Equipment	0	0	-
35	Classroom Furnishings and Supplies	0	0	-
36	Student Assessment Materials	0	0	-
37	Contracted Student Services	0	0	-
38	Miscellaneous Student Costs	0	0	-
39				
40	Subtotal: Direct Student Costs	\$0	\$0	\$0
41				

42	Occupancy Expenses				
43	Rent		-		0%
44	Mortgage Principal Payments		-		0%
45	Mortgage Interest Payments		-		0%
46	Building Maintenance and Repairs		-		0%
47	Renovation/Leasehold Improvements		-		0%
48	Utilities		-		0%
49	Janitorial Supplies		-		0%
50	Equipment Rental and Maintenance		-		0%
51	Contracted Building Services		-		0%
52					
53	Subtotal: Occupancy Expenses	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0%</u>
54					
55	Office Expenses				
56	Office Supplies and Materials	0	0	-	0%
57	Office Furnishings and Equipment	0	0	-	0%
58	Office Equipment Rental and Maintenance	0	0	-	0%
59	Telephone/Telecommunications	0	0	-	0%
60	Legal, Accounting and Payroll Services	0	0	-	0%
61	Printing and Copying	0	0	-	0%
62	Postage and Shipping	0	0	-	0%
63	Other	0	0	-	0%
64					
65	Subtotal: Office Expenses	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0%</u>
66					
67	General Expenses				
68	Insurance	0	0	-	0%
69	Interest Expense	0	0	-	0%
70	Transportation	0	0	-	0%
71	Food Service	0	0	-	0%
72	Administration Fee (to PCSB)	12,119	0	12,119	0%
73	EMO Management Fee	2,423,842	0	2,423,842	99%
74	Other General Expense	0	0	-	0%
75					
76	Subtotal: General Expenses	<u>\$2,435,961</u>	<u>\$0</u>	<u>\$2,435,961</u>	<u>99%</u>
77					
78	TOTAL EXPENSES	<u>\$2,435,961</u>	<u>\$0</u>	<u>\$2,435,961</u>	<u>99%</u>
79					
80	EXCESS (OR DEFICIENCY)				
81	Excess (or deficit) retained by school	<u>\$125,325</u>			
82	Excess (or deficit) retained by EMO				

ASSUMPTIONS

Student Enrollment	<u>119</u>
Facility Size (square footage)	<u>20,000</u>
Average Teacher Salary	<u>-</u>
Student/Teacher Ratio	<u>5.0</u>
Other Major Assumptions	<u></u>

NOTES: COLA 2%

4. Estimated Five Year Budget Projections

EDUCARE DC PUBLIC CHARTER SCHOOL FIVE YEAR ESTIMATED BUDGET WORKSHEET

DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES					
Per Pupil Charter Payments	2,082,502	2,125,407	2,160,775	2,196,851	2,233,637
Federal Entitlements	344,134	328,564	107,056	68,936	70,872
Income from Grants and Donations	100,000	100,000	250,000	300,000	350,000
Activity Fees	0	0	0	0	0
Other Income	(92,685)	7,315	7,315	7,315	7,315
TOTAL REVENUES	\$2,433,951	\$2,561,286	\$2,525,146	\$2,573,102	\$2,661,824
EXPENSES					
Personnel Salaries and Benefits					
Direct Student Costs					
Occupancy					
Office Expenses					
General Expenses	2,388,198	2,435,961	2,484,680	2,534,374	2,585,061
TOTAL EXPENSES	\$2,388,198	\$2,435,961	\$2,484,680	\$2,534,374	\$2,585,061

5. Capital Budget

All buildings and capital purchases will be owned and purchased by Educare DC, so EDCPCS will not have a capital budget for its first five years.

6. Cash Flow Projection for Year One

DESCRIPTION	Total from Budget	Pre-Opening	Month 1 July	Month 2 August	Month 3 Sept	Month 4 Oct	Month 5 Nov	Month 6 Dec
1. Cash on Hand (start of month)	39,714	\$39,714	\$39,714	\$355,310	\$164,246	(\$26,818)	\$388,778	\$197,714
2. Cash receipts								
Per Pupil Charter Payments	2,082,502		\$520,626	\$0	\$0	\$520,626	\$0	\$0
Federal Entitlements	344,134		\$86,034	\$0	\$0	\$86,034	\$0	\$0
Grants and Donations	100,000		\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333
Activities Fees								
Loan	(100,000)		(\$100,000)					
Other Income	7,315		\$610	\$610	\$610	\$610	\$610	\$610
3. Total Receipts		\$0	\$515,603	\$8,943	\$8,943	\$615,603	\$8,943	\$8,943
4. Total Cash Available		\$39,714	\$555,317	\$364,253	\$173,189	\$588,785	\$397,721	\$206,657
5. Expenses								
Personnel Salaries and Benefits								
Principal/Executive Salary			\$0	\$0	\$0	\$0	\$0	\$0
Teachers Salaries			\$0	\$0	\$0	\$0	\$0	\$0
Teacher Aides/Assistance Salaries			\$0	\$0	\$0	\$0	\$0	\$0
Other Education Professionals Salaries			\$0	\$0	\$0	\$0	\$0	\$0
Clerical Salaries			\$0	\$0	\$0	\$0	\$0	\$0
Custodial Salaries			\$0	\$0	\$0	\$0	\$0	\$0
Other Staff Salaries			\$0	\$0	\$0	\$0	\$0	\$0
Employee Benefits			\$0	\$0	\$0	\$0	\$0	\$0
Staff Development Costs			\$0	\$0	\$0	\$0	\$0	\$0
Direct Student Costs								
Textbooks			\$0	\$0	\$0	\$0	\$0	\$0
Student Supplies and Materials			\$0	\$0	\$0	\$0	\$0	\$0
Library and Media Center Materials			\$0	\$0	\$0	\$0	\$0	\$0
Computers and Materials			\$0	\$0	\$0	\$0	\$0	\$0
Other Instructional Equipment			\$0	\$0	\$0	\$0	\$0	\$0
Classroom Furnishings and Supplies			\$0	\$0	\$0	\$0	\$0	\$0
Student Assessment Materials			\$0	\$0	\$0	\$0	\$0	\$0
Contracted Instructional/Student Services			\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Student Costs			\$0	\$0	\$0	\$0	\$0	\$0

DESCRIPTION		Pre-Opening	Month 1 July	Month 2 August	Month 3 Sept	Month 4 Oct	Month 5 Nov	Month 6 Dec
Office Expenses								
Office Supplies and Materials			\$0	\$0	\$0	\$0	\$0	\$0
Office Equipment Rental and Maintenance			\$0	\$0	\$0	\$0	\$0	\$0
Telephone/Telecommunications			\$0	\$0	\$0	\$0	\$0	\$0
Legal, Accounting and Payroll Services			\$0	\$0	\$0	\$0	\$0	\$0
Printing and Copying			\$0	\$0	\$0	\$0	\$0	\$0
Postage and Shipping			\$0	\$0	\$0	\$0	\$0	\$0
Other			\$0	\$0	\$0	\$0	\$0	\$0
Occupancy Expenses								
Rent			\$0	\$0	\$0	\$0	\$0	\$0
Mortgage Interest Payments			\$0	\$0	\$0	\$0	\$0	\$0
Maintenance and Repairs			\$0	\$0	\$0	\$0	\$0	\$0
Utilities			\$0	\$0	\$0	\$0	\$0	\$0
Janitorial Supplies			\$0	\$0	\$0	\$0	\$0	\$0
Equipment Rental and Maintenance			\$0	\$0	\$0	\$0	\$0	\$0
Contracted Building Services			\$0	\$0	\$0	\$0	\$0	\$0
General Expenses								
Insurance			\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense			\$0	\$0	\$0	\$0	\$0	\$0
Transportation			\$0	\$0	\$0	\$0	\$0	\$0
Food Service			\$0	\$0	\$0	\$0	\$0	\$0
Administration Fee	11,882		\$990	\$990	\$990	\$990	\$990	\$990
Other General Expense	2,388,198		\$199,017	\$199,017	\$199,017	\$199,017	\$199,017	\$199,017
6. Total Expenses		\$0	\$200,007	\$200,007	\$200,007	\$200,007	\$200,007	\$200,007
7. Fund Balance (end of month)		\$39,714	\$355,310	\$164,246	(\$26,818)	\$388,778	\$197,714	\$6,650

DESCRIPTION	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
	Jan	Feb	March	April	May	June	
1. Cash on Hand (start of month)	\$6,650	\$422,246	\$231,182	\$40,118	\$455,714	\$264,650	\$73,586
2. Cash receipts							
Per Pupil Charter Payments	\$520,626	\$0	\$0	\$520,626	\$0	\$0	
Federal Entitlements	\$86,034	\$0	\$0	\$86,034	\$0	\$0	
Grants and Donations	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	
Activities Fees							
Loan							
Other Income	\$610	\$610	\$610	\$610	\$610	\$610	
3. Total Receipts	\$615,603	\$8,943	\$8,943	\$615,603	\$8,943	\$8,943	\$0
4. Total Cash Available	\$622,253	\$431,189	\$240,125	\$655,721	\$464,657	\$273,593	\$73,586
5. Expenses							
Personnel Salaries and Benefits							
Principal/Executive Salary	\$0	\$0	\$0	\$0	\$0	\$0	
Teachers Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Teacher Aides/Assistance Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Other Education Professionals Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Clerical Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Custodial Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Other Staff Salaries	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Benefits	\$0	\$0	\$0	\$0	\$0	\$0	
Staff Development Costs	\$0	\$0	\$0	\$0	\$0	\$0	
Direct Student Costs							
Textbooks	\$0	\$0	\$0	\$0	\$0	\$0	
Student Supplies and Materials	\$0	\$0	\$0	\$0	\$0	\$0	
Library and Media Center Materials	\$0	\$0	\$0	\$0	\$0	\$0	
Computers and Materials	\$0	\$0	\$0	\$0	\$0	\$0	
Other Instructional Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Classroom Furnishings and Supplies	\$0	\$0	\$0	\$0	\$0	\$0	
Student Assessment Materials	\$0	\$0	\$0	\$0	\$0	\$0	
Contracted Instructional/Student Services	\$0	\$0	\$0	\$0	\$0	\$0	
Miscellaneous Student Costs	\$0	\$0	\$0	\$0	\$0	\$0	

DESCRIPTION	Month 7 Jan	Month 8 Feb	Month 9 March	Month 10 April	Month 11 May	Month 12 June	Total
Office Expenses							
Office Supplies and Materials	\$0	\$0	\$0	\$0	\$0	\$0	
Office Equipment Rental and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	
Telephone/Telecommunications	\$0	\$0	\$0	\$0	\$0	\$0	
Legal, Accounting and Payroll Services	\$0	\$0	\$0	\$0	\$0	\$0	
Printing and Copying	\$0	\$0	\$0	\$0	\$0	\$0	
Postage and Shipping	\$0	\$0	\$0	\$0	\$0	\$0	
Other	\$0	\$0	\$0	\$0	\$0	\$0	
Occupancy Expenses							
Rent	\$0	\$0	\$0	\$0	\$0	\$0	
Mortgage Interest Payments	\$0	\$0	\$0	\$0	\$0	\$0	
Maintenance and Repairs	\$0	\$0	\$0	\$0	\$0	\$0	
Utilities	\$0	\$0	\$0	\$0	\$0	\$0	
Janitorial Supplies	\$0	\$0	\$0	\$0	\$0	\$0	
Equipment Rental and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	
Contracted Building Services	\$0	\$0	\$0	\$0	\$0	\$0	
General Expenses							
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	
Transportation	\$0	\$0	\$0	\$0	\$0	\$0	
Food Service	\$0	\$0	\$0	\$0	\$0	\$0	
Administration Fee	\$990	\$990	\$990	\$990	\$990	\$990	
Other General Expense	\$199,017	\$199,017	\$199,017	\$199,017	\$199,017	\$199,017	
6. Total Expenses	\$200,007	\$200,007	\$200,007	\$200,007	\$200,007	\$200,007	\$0
7. Fund Balance (end of month)	\$422,246	\$231,182	\$40,118	\$455,714	\$264,650	\$73,586	\$73,586

F. Résumés, Board Member Agreements and Statements of Interest and Qualifications
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Maribel Centeno

Objective

- To secure a senior management position at a reputable agency or educational institution.

Experience

2008 – Present Ounce of Prevention Fund Chicago, IL

Assistant Director of The Educare Learning Network

Senior Educare Advisor for the Educare Learning Network

- Provide implementation and technical assistance to Educare Schools on the implementation of the Educare Core Features
- Mentor individual site leadership staff on acquisition and application of specific job skills required to implement the Educare model.
- Coach Educare site leadership on the integration of the core features of the Educare into their program
- Collaborate with ELN Director and ELN Training Director in evaluating the effectiveness of training and technical assistance to sites
- Serve on other Ounce cross-divisional work groups and project teams as needed
- Conduct site visits, web conferences, conference calls, peer learning activities with Network members
- Work in collaboration with the Director of Continuous Quality Improvement in the design and delivery of professional development content for the work of Master Teachers
- Work collaboratively with ELN strategic partners to implement innovative practices i.e., WestEd on the implementation of the WestEd reflective approach to curriculum and Touchpoints
- In collaboration with WestEd (Ron Lally's team) assisted in the design of content for the WestEd project at Kansas City
- Touchpoints trainer and mentor coach for sites in the Network
- Provides written individual training and technical assistance plans for ELN/Educare sites
- Cultivate and maintain relationships with the site, responding to their strengths, needs, challenges and concerns and problem-solve together

2000 –2008 The Pillars Community Services Hickory Hills, IL

Vice President of Child and Family Development

- Supervise, administer and provide support and management assistance to the Head Start, preschool, home-based and infant and toddler programs
- Prepare budget and monitor program expenditures
- Collaborate with development office on new request for funding applications
- Directly supervise associate directors and participate in the recruitment and hiring process
- Establish and renew program contracts, and maintain ongoing professional relationships with funding sources
- Review and evaluate facilities management to ensure the facility is in compliance with all state and local regulations
- Conduct on-site monitoring of program records to ensure that programs are meeting program outcome measures and maintaining

accreditable performance standards, i.e. mental health, health, social services, education, and disabilities services etc.

- Develop and implement management systems, i.e. health tracking forms, program stats, re-determination systems etc.
- Provide advocacy and leadership as the agency representative within the community
- Conduct and organize training events with both program staff and other collaborative community organizations

1994–1999 Saint Augustine College Chicago, IL

Head Start Program Director

- Developed budget and monitored expenditures for the Head Start program
- Hired and supervised program staff and volunteers
- Fostered continual communication with local schools and other community organizations
- Completed the required Chicago Department of Human Services reports
- Managed the implementation of the following program components: disabilities, mental health, education, social services, parent involvement, and health services
- Provided in-service training for program staff
- Ensured compliance with both city and state licensing standards
- Organized and developed screenings for the Head Start children
- Maintained fully funded enrollment
- Organized fundraising events
- Co-coordinator of the Latino Leadership program
- Collaborated with project coordinators on competency areas
- Solicited and interviewed program sites to participate in the mentoring process
- Established contracts for mentor sites and presenters
- Developed student guidelines and reviewed course literature

1982–2000 Christopher House Chicago, IL

Associate Director of Child and Family Development – 1999–2000

- Assisted in the administration and management of a comprehensive child development program serving children and families ages six weeks through school age at six different locations
- Supervised six program directors
- Developed budgets and monitored expenditures for six sites
- Ensured that all sites were in compliance with all federal standards, including state and local licensing regulations
- Established and renewed program contracts
- Maintained an ongoing professions relationship with all funding sources
- Monitored site records to ensure program compliance
- *Preschool Program Director – Christopher House – 1993–1994*
- *After-School Program Director – Christopher House – 1990–1993*

- *Teacher – Christopher House – 1986–1990*
- *Teacher Assistant – Christopher House – 1984–1986*
- *Teacher Aide – Christopher House – 1982–1984*

Education

May 2007 **Chicago State University** **Chicago, IL**

- Master's of Science, Education/Curriculum and Instruction

May 2000 **Loyola University** **Chicago, IL**

- Bachelors of Science in Integrated Studies, area of concentration
Social Work and Women's Studies

December 1994 **Harry S. Truman College** **Chicago, IL**

- Associate in Applied Science/Child Development

Skills

Bilingual-Spanish/English
Computer knowledgeable

References

Furnished upon request

Educare DC Public Charter School Board of Director Member Agreement

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- Act as an ambassador for EDCPCS to enhance its public standing and expand awareness of and participation in the school and its programs
- Establish policies and procedures to ensure that EDCPCS complies with all local, state, and federal laws and regulations
- Identify, recruit, and orient new board members with diverse skill sets to inform and advance the mission and work of EDCPCS
- Participate in annual evaluation of the performance of the entire board and individual board members

BOARD OF DIRECTORS INDIVIDUAL BOARD MEMBER EXPECTATIONS

General Expectations:

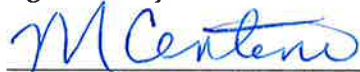
Commit and adhere to the duties of care, loyalty and obedience by taking an active and informed role in decision making; operate with the best interests of the Educare DC Public Charter School (“EDCPCS”) in mind; and comply with all applicable laws and regulations. Besides fulfilling the responsibilities listed

below, each individual trustee is expected to work collaboratively to fulfill the collective responsibilities of the full board as outlined in the Board of Trustees job description.

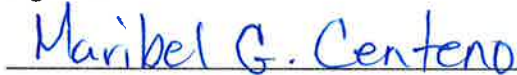
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- Be an open-minded team player who considers conflicting opinions and points of view
- Publicly support the collective decisions made by the full board even if decisions conflict with your own opinion or vote
- Serve on committees or task forces
- Sign and adhere to Educare's conflict of interest policy
- Use personal and professional contacts and expertise to benefit Educare
- Make a financial gift to Educare to the best of one's ability
- Participate in annual performance evaluations of the school leader, the full board, and yourself


Agreed to by:



Signature



Name



Date

I, Maribel Centeno, am pleased to offer my support as a member of the Founding Group of the Educare DC Public Charter School.

My current role with Educare DC is to provide training and implementation assistance around the core features of the Educare model, which include data-utilization, embedded professional development, high-quality teaching practices and intensive family engagement. In addition to supporting the implementation of the Educare model, I bring over 30 years of experience in program leadership and management of publically funded early childhood schools. I will continue to serve in this role should the school's charter conversion be approved by the DC Public Charter School Board.

I have contributed heavily to the content of the Educare DC Public Charter School application and am hopeful that Educare DC can contribute to and benefit from being a part of the charter school movement in Washington, DC. I will provide guidance during the charter school ramp-up and help to sustain high-quality teaching practices. I will continue to support Educare in enhancing parent engagement and community partnership development to promote the success of the school.


Maribel Centeno 2/24/14

Candice Percansky

Summary of Qualifications

Dedicated professional in early education and family engagement with demonstrated skills in leadership, collaboration, group facilitation and relationship building; excellent organizational and communication skills; systemic thinker; passionate commitment to professional development, prevention and advocacy; and ability and desire to engage across cultures and disciplines

Areas of Expertise

Teaching and Professional Development

- Develop and conduct reflective practice professional development to leadership, program staff and other community groups on a variety of topics in early childhood/education such as social and emotional development, teachers and family partnerships
- Develop training of trainers models in various areas and curricula in early education
- Design and teach graduate courses in the areas of infant/child development/education, infant assessment, infant mental health, and early intervention with young children at risk and their families

Project/Program Development and Management

- Design birth to five prevention and early intervention service delivery and professional development for national, state, local communities
- Recruit, hire, and supervise teams of professional, consultants and trainers to carry out the mission child/family organizations and schools
- Manage all phases of projects/programs from design, grant writing, to full implementation of early intervention/education service programs

Consultation

- Consult to management teams on leadership, staffing design, supervisory systems, team building, and service delivery of birth to five services in schools and agencies
- Hire and manage consultants to serve early childhood/education in schools, agencies, and foundations serving young who are at risk children and their families

Professional Experience

Consultant/Independent Contracts (1990-Present)

Long Term Contracts

- **Educare of Washington, DC** Consult to management teams on leadership, staffing design, supervisory systems, team building, interdisciplinary work and service delivery of birth to five services in schools and agencies
- **Educare of West DuPage, Illinois** Consult to management teams on leadership, staffing design, supervisory systems, team building, interdisciplinary work and service delivery of birth to five services in schools and agencies
- **Easter Seals Metropolitan Chicago**, present, consult and facilitate professional reflective learning groups for leadership, education and family support staff; Early Childhood Consultant to the Board of Directors
- **The Chinese American Service League, Illinois**, present, consult and facilitate professional reflective learning groups for leaderships and teacher

- **Ounce of Prevention Fund, Illinois**, consult on program development, implementation training, technical assistance and professional development to leaders and educators in local and national early education and development birth to five initiatives including Early Head Start/Head Start (Educare Learning Network)
- **Columbia College/City of Chicago/McCormick Foundation, Illinois**, present, consult on reflective practice, and group facilitation for professional learning to City of Chicago Early Education Managers, (Project RELAY)
- **Community Action Agency, Ashtabula, Ohio**, present, Strategic Planner and designer of professional development for EHS/HS Grantee.
- **Illinois Action for Children, Chicago**, designed home visiting programs and family child care for citywide initiative and consultation to program leadership
- **Steinhardt Foundation/Jewish Early Childhood Education Initiative**, consult on leadership/reflective supervision, professional development for educators, and program evaluation for a national birth to five Jewish Early education initiative
- **Illinois Early Childhood/Infant Mental Health Consultation**, supervised early childhood mental health consultants working with Early Head Start/Head Start
- **University of Chile, Santiago/AID program**, advised University and Chilean Health Ministry on program service design for birth to three and trained clinical staff to work with young children and their families in research based home visiting services
- **Early Head Start/Head Start Region V/National/ Bureau of Indian Affairs**, consulted on program and professional development design
- **Illinois Department of Children and Family Services/Cook County Hospital/ Illinois**, developed a statewide policy and service system to serve young children with pediatric HIV/AIDS and their families
- **Ounce of Prevention Fund/Florida**, selected organizations for funding, conducted program design, professional development for birth to three prevention programs
- **El Valor Birth to Five Education Initiative, Chicago**, designed Head Start/Early Head Start program design and leadership; early intervention in Mexico

Other Contracts

- **Michael Reese Health Trust Advisory Panel**, conducted proposal reviews
- **Harris Foundation**, conducted proposal reviews and program consultations
- **Family Resource Coalition**, designed and implemented a national staff development project

Positions

Ounce of Prevention Fund, Chicago, Illinois

- **Senior Program Advisor, Educare Learning Network**, served as an advisor to national initiative for early education Head Start/Early Head Start and family programs in low income communities addressing program design and professional development for leaders and educators, early childhood/infant mental health, community partnerships, and arts education
- **Director of Program Development**: designed and implemented a statewide professional development and service delivery system (The Developmental Program) of infant mental health services to home-and-center base prevention programs to enhance services and developmental outcomes in young children and families in low income communities
- **Regional Program Manager**: designed and directed Head Start at Grantee level with five Delegates and provided oversight to birth to three programs for adolescent parents and their children in northern Illinois

Erikson Institute, Chicago, Illinois, 1990-2004

- **Associate Director of Infant Studies**, recruited and supervised graduate students and field internships for specialization track; hired adjunct faculty; designed advanced practice clinical seminars in birth to three
- **Adjunct Faculty**: taught graduate methods seminar in early education and all courses in the specialization track (infant development, assessment, intervention; family studies)

Virginia Frank Child Development Center, Jewish Family/Community Services Chicago, Illinois

- **Coordinator/Training Consultant**, designed and implemented a consulting and training institute to train and out-source mental health consultants to community birth to five programs serving children and families throughout Chicago and US

El Valor Corporation, Chicago, Illinois,

- **Director of Children's Services**, designed and administered a birth to three early intervention and family support program to serve young children with disabilities in the Latino community: awarded outstanding services to the community by the Illinois State Department of Mental Health; designed early education initiative

Community and Economic Development of Cook County, Chicago, Illinois

- **Coordinator of Special Needs for Head Start**: initiated the special needs mandate into seventeen Head Start programs throughout suburban Cook County.

Education Coordinator/Special Education Teacher

Selected Papers/Publications

- *The Need Within the Community for Infant/Toddler Child Care*, D. Ganger, C. Percansky, The Journal of Jewish Life Network/Steinhardt Foundation, 2007, Vol. 9, No. 2
- *Strengthening Families Through Strengthening Relationships: The Ounce of Prevention Fund's Developmental Training and Support Program*, V. Bernstein, C. Percansky, N. Wechsler, Model Programs in Child and Family Mental Health, M.C. Roberts, Lawrence Earlbaum & Association, Inc. 1996
- *The Ounce of Prevention Fund's Developmental Training and Support Program: Building Relationships to Promote Positive Developmental Outcomes*, C. Percansky, V. Bernstein, N. Wechsler, Zero to Three Bulletin, Vol. 14, No.1. Aug/Sept.1993
- *The Developmental Training and Support Program: A Model for Enabling Community Based Staff to Strengthen Parent-Child Relationships and Promote Developmental Outcomes in Young Children*, Manual, C. Percansky, February, 1991
- *Advocating for the Young Child in Need Through Strengthening the Parent-Child Relationship*, V. Bernstein, S. Hans, C. Percansky, Journal of Clinical Child Psychology, Vol. 20, No.1, 28-41, 1991
- *Adolescent Parenting Programs: Assessing Parent-Infant Interaction*, S. Hans, V. Bernstein, C. Percansky, Evaluation and Program Planning, Vol. 14, 87-95, 1991
- *The Parent-Child Observation Guides (PCOGS)*, V. Bernstein, C. Percansky, S. Hans, Copyright 1989
- *A Chain of Enablement: Using Community-Based Programs to Strengthen Relationships Between Teen Parents and Their Families*, Zero to Three Bulletin, Vol. VIII, No. 2, December, 1987

Education

- University of Minnesota, Minneapolis, Minnesota, Bachelor of Science, Child Psychology and Educational Psychology

- University of St. Thomas, St. Paul, Minnesota, Masters of Arts, Early Childhood Special Education
- University of Illinois, Graduate Study in Management

Educare DC Public Charter School Board of Director Member Agreement

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- Sign and adhere to Educare's conflict of interest policy
- Use personal and professional contacts and expertise to benefit Educare
- Make a financial gift to Educare to the best of one's ability
- Participate in annual performance evaluations of the school leader, the full board, and yourself

Agreed to by:

Candice Percansky
Signature

Candice Percansky
Name

2/20/14
Date

Personal Statement

I am pleased to offer my support as a founding Board member of the Educare DC Charter School.

I have had the privilege to work closely with Educare DC leadership and staff during the past year in the capacity of an early education program consultant. EDC uniquely provides the instructional supports that develop early learning skills and nurtures strong parent-child relationships that create the foundation for successful learning. I strongly believe in these values and their educational model to improve the lives of children and families in Washington DC. As a potential Charter School, Educare DC has been developing a model of excellence and is well positioned to enhance school readiness for their young students.

My professional experience of over twenty-five years in early childhood education including the work I have done with the Educare Learning Network since its inception, provides me with the expertise in several areas to assist the leadership of Educare of DC with program planning as well as the application for becoming a Charter School. The areas in which I contribute as a consultant include program design and implementation, professional development, consultation, administration of 0-5 services and clinical work with young children and families in diverse and low-income communities. I have also been on faculty and was the Associate Director for the Erikson Institute Infant Studies Program in Chicago, IL. In addition, I have developed numerous Head Start and Early Head Start programs as well as other intervention and professional learning initiatives serving young children and families throughout the U.S. and internationally. In the event of Educare DC becoming a funded Charter School, I will continue to provide consultation support in the areas of leadership development, staffing design, supervision, curriculum and professional development.


Candice Percansky, Consultant


Date

Portia R. Kennel

Summary of Qualifications: Portia Kennel has over twenty five years experience developing, implementing and scaling effective early childhood education and family support programs for high needs children and their families. Currently serving as the Senior Vice President, Program Innovation at the Ounce of Prevention Fund, Ms. Kennel leads innovation efforts to create, demonstrate and adapt effective program, training, research and policy models throughout the organization and in the broader early childhood field. In this role, Ms. Kennel engages, develops and leverages research and other external partnerships to generate new strategies, test promising practices and catalyze innovation in early childhood programs and training efforts. Ms. Kennel also serves as the Executive Director of the Educare Learning Network, in which she has led efforts to extend the reach of Educare nationally and provides strategic direction for the Network's training and implementation assistance system. In addition, Ms. Kennel has extensive experience in understanding family systems and clinical issues related to working with families in low-income communities.

Key Accomplishments

- Created the first Educare school in Chicago to serve very young children at risk of school failure in a community that was at that time, the poorest census tract in America.
- Led the creation and expansion of a national network of Educare schools that demonstrate Educare's model of early learning practices for closing the achievement gap in a diverse range of communities. The network has grown from five sites in 2004 to fourteen in 2010.
- Oversaw the design and refinement of the Ounce's system of technical assistance and training to support developing Educare schools in exploring, installing, and implementing the intervention to fidelity.
- Provided senior leadership to the Educare Network's ongoing partnership with researchers at the Frank Porter Graham Institute at the University of North Carolina-Chapel Hill and ensured that evaluation results were fed into a cycle of continuous improvement and refinement of Educare's best practices for closing the achievement gap at kindergarten for high needs students.
- Significantly expanded the organization's statewide training institute focused on developing early childhood professionals' skills, capacity and expertise in implementing evidence-based programs to strengthen outcomes for very young children and their families.
- Served as Director of the Ounce's Head Start Programs and led the organization's successful federal application to secure Early Head Start funding in the first national competition in 1995.
- Led program divisions with multi-million dollar annual budgets and employing large numbers of staff. Proven track record of effectively managing grants and contracts from federal, state and local funding agencies as well as cultivating and stewarding relationships and contributions from private sector funders.

Professional Experience

1983-Present

The Ounce of Prevention Fund, Chicago IL

Senior Vice President, Program Innovation 2011 to Present

Leads the innovation process at the Ounce of Prevention Fund to generate new knowledge, practices and strategies that catalyze innovation in the organization and in the field. Oversees the Ounce of Prevention Fund's innovation initiatives, promotes and sustains an organizational culture of innovation, and develops partnerships with a variety of external stakeholders to enhance the Ounce's innovation efforts. Works in collaboration with Educare Learning Network leadership to ensure that the Educare model serves to catalyze innovation in early childhood practice and policy.

Senior Vice President 2002 to 2011

Ensured the integrity of the expansion and implementation of Educare within the Educare Learning Network. In partnership with Buffett Early Childhood Fund (BECF), oversaw the development and execution of plans for the cultivation, assessment and development of new and potential Educare schools. Ensured the continued engagement of existing Network Partners, both private and public. Provided direction and oversight for the effective design and delivery of the training, implementation assistance and consultation to support the development of Educare schools.

Vice President of Programs 1993 to 2002

Directed and managed operations for the Ounce of Prevention Fund's programs and training services, including Early Head Start, Head Start, and the Ounce of Prevention Fund's Training Institute. Developed and implemented annual and long-range budgets, program goals and work plans. Facilitated development of proposals and reports for government agencies and the private funding community. Ensured that programs met funding requirements. Served as Head Start Director and liaison to Region V Head Start office and other public and private funders. Participated as member of Executive Team in overall financial and administrative management of the agency.

Director, Parents Too Soon 1989-1993

Administered and managed the Ounce of Prevention Fund's statewide Training Institute for staff of programs serving pregnant and parenting teens and their children. Directed all aspects of program operations, including program planning and development, quality assurance, training, budget, and contracting process. Served as liaison to state and local funders.

**Program Specialist, Parents Too Soon
1983-1989**

Assessed effectiveness of program services, provided training and developed technical assistance plans for community based agencies serving teen parents and their children

1981-1983 Program Coordinator, Illinois Department of Children and Family Services

As a regional project manager for the Parent Training Initiative/MELD Parent Education Program, directed and monitored parenting programs in fourteen counties. Provided guidance and technical assistance to private agency service providers.

1980-1981 Research Associate, University of Illinois School of Social Work, Child Advocacy Training Program, Urbana, IL

Provided in-service training on Permanency Planning for child welfare workers and supervisors within the Illinois Department of Children and Family Services.

1977-1980 Social Worker, Audrey L. Smith Developmental Center, San Francisco, CA

Provided clinical assessment of families and developed appropriate treatment plans. Provided intake services and served as a clinical consultant to the public schools. Conducted group, individual, and family therapy.

1975 -1977 Preschool teacher, Cross Cultural Family Center San Francisco, CA

Lead teacher in preschool class room, prepared lesson plans, and supervised teacher aide and parent volunteers.

Professional Associations

- Zero to Three Leadership Fellow
- Board of Directors, Chicago-Metro Association for the Education of Young Children, 2000-2008
- Board of Directors, Illinois Infant Mental Health Association, 1995-2000
- Statewide Co-Chair, Healthy Families Illinois Program, Training and Evaluation Committee, 1995-2000
- Representative, Illinois Statewide Steering Committee for Human Service Reorganization, 1996-1997
- Board of Directors, Healthy Teen Network, 2006 - 2008

Memberships

- National Association of Social Workers
- Nation Association for the Education of Young Children (NAEYC)

- National Head Start Association
- World Association for Infant Mental Health

Articles

Kennel, P. (October/November 1996). "Working with the Written Off: Building Relationships in Grand Boulevard." *Zero to Three*, Vol. 17, No. 2.

Halle, T., Metz, A., Martinez-Beck, I. (2013). *Applying Implementation Science in Early Childhood Programs and Systems*. Baltimore, MD: Paul H. Brookes Publishing Co.

Education

M.S.W., Social Work, University of Illinois-Urbana
B.A., Psychology, University of Illinois-Urbana

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- Serve on committees or task forces
- Sign and adhere to Educare's conflict of interest policy
- Use personal and professional contacts and expertise to benefit Educare
- Make a financial gift to Educare to the best of one's ability
- Participate in annual performance evaluations of the school leader, the full board, and yourself

Agreed to by:

Signature

Name

Date

Personal Statement: Educare DC Founding Board Member

I, Portia Kennel, am pleased to offer my support as a Founding Board Member of Educare DC Charter School, should their application be accepted this spring. Educare DC has a strong professional learning community among leaders and staff who, through the Educare network, are provided training, support and opportunities for peer collaboration leading to continuous quality improvement in early childhood education.

As the Executive Director of the Educare Learning Network, I led the national expansion of Educare Schools and currently work with a team to continue to ensure the quality and effectiveness of Educare's model for closing the achievement gap in a diverse range of communities such as DC. My experience as the Executive Director of the Educare Learning Network allows me to ensure the academic success of Educare DC. As a founding member, I have worked extensively to develop the leadership team and operations plan for Educare DC. I also helped the team successfully solicit local and national support for Educare DC. I plan to continue to work with the leadership team to ensure effective staffing to achieve academic outcomes.

I look forward to the opportunity to continue to provide direction and guidance for the design and delivery of an effective system of professional development and training in order to ensure Educare DC continues to achieve successful educational outcomes for students. I am excited to continue to provide support and guidance to school leadership and work with them to continually cultivate and nurture relationships within the local and national community.

A handwritten signature in black ink, appearing to read 'Portia Kennel', written over a horizontal line.

Portia Kennel
Executive Director, Educare Learning Network

DANA MAURICE JONES

EMPLOYMENT HISTORY

United Planning Organization 2005 – Present

I serve as the President and Chief Executive Officer of the exclusive Community Action Agency in the District of Columbia. The organization funds over 50 agencies and offers services from over 100 locations in the District of Columbia. Annually, 96,000 persons benefit from a variety of aging, childcare, transportation, homeless services, training and employment, green technology and community services provided by UPO. UPO is a private non-profit organization with 350 employees.

Southern Maryland Tri County CAC Inc. 1981 -2005

I served as the President, CEO of a large regional private non profit Community Action Agency. In addition to its annual budget of \$25,000,000, we owned and managed a rental property portfolio valued at \$40,000,000 and developable property valued at \$5,000,000. Agency also owns three office buildings and two community centers. The agency developed over 1700 single family homes and 300 rental units during my tenure.

Services included, Head Start, Senior Companions, Adult Day Care, Homeownership, Rental Housing, Revolving Housing Loans, IDA, Energy Assistance, Weatherization, Transportation and a Private Career School offering Commercial Drivers Training, certified by the Maryland Higher Education Commission.

Shore Up! Inc. 1975-1981

Departed the Agency in February 1981 as the Special Assistant to the Executive Director. I was the organizations Chief Operations Officer. During my tenure I was the Director of Youth Employment, Head Start and the Office of Business Management.

PUBLIC POLICY – COMMISSIONS AND APPOINTMENTS

Member, Mayor Gray' Early Education Coordinating Council - 2011 - Present

Member, Mayor Fenty's Commission to Study Poverty - 2008

Chair, Governor Commission to Study Poverty – 2001-2002

President and Member, Calvert County Board of Education – 1985-1996

Member, Governors Welfare Reform Commission – 1990-1992

Member, Governors Housing Commission – 1986 – 2005

Member – Governors Workforce Investment Board – 1986-2003

Member, Southern Maryland Workforce Investment Board – 2000-2004

Chairman, Member, Calvert County Family Network – 2000-2005

RELEVANT POSITIONS

President, National Association of Community Action Agencies – 1986 - 1988

President, Maryland Association of Community Action Agencies – 2000-2002

Adjunct Staff, University of Maryland, Graduate School of Public Policy

Member, Board of Directors, Mercantile Bank – Southern Maryland 1997 – 2007

Member, Advisory Board, PNC Bank – Southern Maryland - 2007-2009

Leadership Maryland Graduate – Class Valedictorian 1997

COMMUNITY INVOLVEMENT

United Methodist Church - Licensed Local Pastor

Lay Leader, Plum Point United Methodist Church

Past Master, Victoria Lodge # 71, F&AM, PHA

Past Polemarch, Salisbury Alumni Chapter of Kappa Alpha Psi Fraternity Inc.

EDUCATION

1977 University of Maryland, Eastern Shore , Pre-law, BA History/Pol Science

1979 Salisbury State University, Master of Education Candidacy

1984 Bowie State University, Course of Study - Public Administration

2011 Howard University – Masters in Divinity

2012 – Bowie State University- Post Graduate Statistics and Research

Awards

2012 – Sojourners Douglass College – Doctor of Humane Letters (Honorary Degree)

2005 Annie E. Casey Foundation – Families Count Award

2003 Skip Jason Award – National Housing Award for Rural Housing

Educare DC Public Charter School Board of Director Member Agreement

As a member of the Board of Directors of the Educare DC Public Charter School, I agree to accept the duties and responsibilities outlined below in the Board of Directors job description and individual expectations.

BOARD OF DIRECTORS JOB DESCRIPTION

General Responsibilities:

The Board of Directors of the Educare DC Public Charter School (“EDCPCS”) is responsible for Educare’s mission. Working in partnership with the Educare school leader, who manages day-to-day operations, the Board of Directors provides mission-based leadership, executive management oversight, and strategic governance.

Specific Responsibilities:

- Guide the mission of EDCPCS and ensure that all short- and long-term activities of EDCPCS are aligned with the mission
- Participate actively in long-range strategic planning and annual goal setting, serving as a trusted advisor to the school leader in developing and pursuing a strategic direction that allows EDCPCS to create the most effective mission-based educational program
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- Act as an ambassador for EDCPCS to enhance its public standing and expand awareness of and participation in the school and its programs
- Establish policies and procedures to ensure that EDCPCS complies with all local, state, and federal laws and regulations
- Identify, recruit, and orient new board members with diverse skill sets to inform and advance the mission and work of EDCPCS
- Participate in annual evaluation of the performance of the entire board and individual board members

BOARD OF DIRECTORS INDIVIDUAL BOARD MEMBER EXPECTATIONS

General Expectations:

Commit and adhere to the duties of care, loyalty and obedience by taking an active and informed role in decision making; operate with the best interests of the Educare DC Public Charter School (“EDCPCS”) in mind; and comply with all applicable laws and regulations. Besides fulfilling the responsibilities listed

below, each individual trustee is expected to work collaboratively to fulfill the collective responsibilities of the full board as outlined in the Board of Trustees job description.

Specific Expectations:

- Believe in and be well-informed about Educare's mission, goals, policies, and programs
- Regularly attend board and committee meetings and actively participate in all meetings
- Thoroughly prepare for meetings by reviewing agendas and supporting materials prior to board and committee meetings
- Be an open-minded team player who considers conflicting opinions and points of view
- Publicly support the collective decisions made by the full board even if decisions conflict with your own opinion or vote
- Serve on committees or task forces
- Sign and adhere to Educare's conflict of interest policy
- Use personal and professional contacts and expertise to benefit Educare
- Make a financial gift to Educare to the best of one's ability
- Participate in annual performance evaluations of the school leader, the full board, and yourself

Agreed to by:

Signature

Name

Date


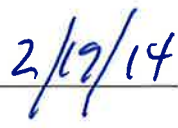
Personal Statement of Dana M. Jones

I, Dana M. Jones, am proud to be a member of the founding group of Educare DC Charter School because I am committed to producing an environment in a community impacted by poverty that produces child outcomes on par with the City's most economically affluent neighborhoods. I believe in research validated instructional methods and curricula that evolve to meet the needs of each student. I am a strong support of reflective supervision and targeted staff development. I see the goal of both as to prepare teachers to perform at their highest level.

I believe in the active engagement of parents and believe that the home to school relationship is a driving force in determining child outcomes and the key to sustaining achievement among students.

I have been involved with Education and particularly early learning for over thirty years. I have served as a Head Start Director and for 33 years as an administrator of organizations that have operated Early Head Start and Head Start Programs. In addition, for eleven years, I served as a Board of Education member in Calvert County. In each of these roles I have worked to reform existing systems and create high quality learning environments that measure their success by child outcomes.

Finally, as a supporter of Educare DC Charter School I will be active in securing additional resources, forging partnerships and serving as a community advocate for our school. My experience in both management and policy position equip me to serve in this role.

 
Signature Date

SUMMARY

Senior-level executive qualified by over 25 years experience in financial management, organizational design and development, creation and implementation of strategic initiatives, and oversight of operations, including human resources and information technology, in the non-profit sector. Demonstrated ability to develop and lead multiple projects in a fast-paced environment. Skilled in financial analysis/reporting, budgeting and organizational restructuring to improve staff efficiency and management effectiveness. Particularly skilled at straightforward communication, capturing the essence of complex subjects, and motivating/guiding work teams.

EXPERIENCE

OUNCE OF PREVENTION FUND, Chicago, IL.

1996 - Present

Chief Operating Officer

- Leads all financial management and development, operations, information technology, organizational development and human resources for rapidly growing \$34M non-profit organization with a \$10M Head Start/Early Head Start grant to support directly operated, delegate, and partner programs in the Chicago area.
- With the President, facilitates development of the executive team, and guides development and deployment of leadership resources across the organization.
- Acts as chief architect of funding allocation strategies and directs agency fiscal systems with over 50 private and public finding streams for Head Start and other agency-wide programs.
- Oversees all Head Start grant management, ensuring compliance with Head Start performance standards related to financial, human resources, and governance systems.
- In collaboration with President, Senior Vice Presidents, and Board of Directors, leads agency strategic planning process, establishing three-year and annual organizational goals and priorities, and facilitates implementation of a variety of agency-wide strategic initiatives.
- In collaboration with the President and Senior Vice Presidents, initiated use of RACI analysis, and implemented new organizational structure in 2007 to expand high level leadership to support Head Start and other agency programs.
- With senior management team, leads development and implementation of new agency-wide compensation philosophy and structure to ensure alignment with organizational goals and to actively support recruitment, retention, and development of Head Start/Early Head Start and agency-wide staff.
- Built bench strength to support expanding information technology and management information systems needs of directly operated, delegate, and partner agency programs.
- Supervised the construction and renovation of several early childhood facilities using Head Start funds.

PROXY VOTER SERVICES, Chicago, IL.

1995 - 1996

Executive Vice President/Chief Financial Officer

- Created and implemented operating structure for rapidly growing six-person entrepreneurial venture founded in 1992 to vote proxies for institutional and individual equity portfolios.
- Established internal control procedures and designed financial statements and reporting systems to analyze revenue, costs, profitability, and cash flow.
- Following death of President/owner (March, 1996), assumed overall responsibility for management of firm and, with owner's estate, facilitated and successfully negotiated sale of business.

OUNCE OF PREVENTION FUND, Chicago, IL.

1991 - 1995

Vice-President of Finance and Administration

- Chief financial and operating officer responsible for all financial management and development, operations, and human resources for rapidly growing \$14.5M non-profit organization.
- Managed complex funding structure with over 30 private and public finding streams; ended all fiscal years at or under budget.

- Created centralized management structure and strategy to reduce costs, increase efficiency and productivity, and improve timeliness of information flow from operations to senior management.
- Streamlined accounting department procedures to reduce month-end closing.
- Designed and implemented new monthly/annual budgeting and financial reporting systems, resulting in comprehensive and timely reporting of financial results and projections for senior management.
- With senior management team, led new program development and implementation, as well as public policy, research, and public relations initiatives.

THE AMETHYST CORPORATION, Chicago, IL.

1989 - 1991

Senior Consultant

- Served as member of Management Committee responsible for overall planning, development, and administration of information systems and business policy consulting firm.
- Actively participated in firm's new business development efforts by making presentations to potential clients, attending pre-bid meetings, and preparing project proposals.
- Served as Project Manager for information systems and business policy engagements with non-profit, foundation, and private sector clients.
- Promoted to Senior Consultant from Consultant in 1990.

CHICAGO RESOURCE CENTER, Chicago, IL.

1981 - 1989

Associate Director

- Managed and monitored 50% of private foundation's annual \$13M disbursement.
- Promoted to Associate Director from Program Manager in 1986.

EDUCATION

THE UNIVERSITY OF CHICAGO, Graduate School of Business. M.B.A. Finance.

CARLETON COLLEGE, BA. Asian Studies.

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- Serve on committees or task forces
- Sign and adhere to Educare's conflict of interest policy
- Use personal and professional contacts and expertise to benefit Educare
- Make a financial gift to Educare to the best of one's ability
- Participate in annual performance evaluations of the school leader, the full board, and yourself

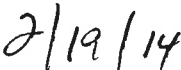
Agreed to by:



Signature



Name



Date

As Chief Operating Officer of the Ounce of Prevention Fund, I am a passionate believer in the difference that early education can make in our most vulnerable communities. I am excited to support Educare DC becoming a charter school as a member of its Founding Group.

Since the first Educare school opened in 2000, I have used my expertise and knowledge to ensure the Ounce had the resources and capacity to support building the network of 19 Educare schools – the Educare Learning Network. For the past few years, I have collaboratively supported the creation of Educare DC, including oversight of the construction of the building, establishing a governance structure, creating a staffing pattern, as well as fiscal management and operations. Currently, I partner with other leaders and educators around the country to increase capacity of up-and-coming Educare sites, and have continued to serve a strong supporting role to management at Educare DC.

For the past 20 years, I have helped the Ounce to become a national leader in the field of early childhood education. My hope is that Educare DC, as a public charter school, will help prepare more children for success in school and in life by providing opportunities for high-quality early learning in our nation's capitol.

A handwritten signature in cursive script, reading "Sarah Bradley". The signature is written in dark ink and is positioned above the printed name.

Sarah Bradley

**JESSIE K. RASMUSSEN
RESUME**

EDUCATION

- Master of Science, Human Development and Family Relations and Endorsement in Early Childhood Special Education, University of Nebraska at Lincoln (1984)
- Bachelor of Science, Human Development and Family Relations, University of Nebraska (1967)

WORK HISTORY

President, Buffett Early Childhood Fund (BECF) (June, 2011-present)

- Manage BECF portfolio of approximately \$30 million annually for the purpose of promoting high quality birth to five experiences for children at risk in the United States
- Establish and maintain partnerships with national agencies, philanthropists and advocates to promote policies, practice and research that contributes to leveling the playing field for children at risk of failure in school and in life
- Partner in the implementation and oversight of a national network of high quality early childhood programs known as Educare
- Participate in the cultivation of partnerships in communities nation-wide that are interested in establishing an Educare program

Vice President, Buffett Early Childhood Fund (January, 2007- June, 2011)

- Promote access to highly effective early childhood services for Nebraska children, pre-natal to five years of age, from families of low income through grant awards and participation/leadership in community and state early childhood activities.
- Facilitate the development of local public-private partnerships in states developing Educare programs.
- Assist in development and implementation of BECF core activities in early childhood practice, policy and knowledge.

Early Childhood Policy Director, Nebraska Children and Families Foundation (2005- 2007)

- Advocated for state administrative and legislative policies supporting the healthy development of children, especially children under five years of age and at risk of failure in school
- Lead state initiatives promoting comprehensive, integrated systems of care and education for young children
- Managed public-private partnerships and multi-state agency partnerships impacting advocacy and policy implementation for comprehensive, high quality services for children ;re-natal to five years of age

Independent Consultant in Human Services (2004-2005) Facilitated and managed multiple projects in early childhood education and human services, served as expert child welfare witness, and provided system analysis for state agencies.

Director, Iowa Department of Human Services (1999-2003)

- Directed statewide operations and policy implementation in umbrella human services agency comprised of 5000+ employees and annual budget of \$2.9 billion
- Managed multiple programs and services including child care, child welfare, Medicaid, economic assistance, child support enforcement, refugee services, mental health, developmental disabilities, and nine state facilities (two juvenile facilities, four mental health institutions, two institutions serving people with disabilities, one civil commitment program for sexually violent offenders)

- Developed state plan for establishing quality child care system
- Successfully managed significant budget reductions through cost saving strategies, agency restructuring, leveraged Medicaid dollars and minimal reduction in services
- Implemented multiple initiatives in spite of budget constraints: aggressive outreach and enrollment of children in health care, redesign of long term care, Medicaid leveraging of over \$500 million to establish the Senior Living Trust, expansion of community partnerships for protecting children, and Medicaid waiver consolidation
- Moved agency to results based planning, performance based contracts, and prepared for bold new business relationships driven by accountability for results

Director, Nebraska Department of Health and Human Services (1997-1999)

- Successfully implemented newly consolidated state agency of 4000+ employees with a budget of \$1+ billion
- Designed and implemented integration of services from five previous state agencies, including ten, 24 hour facilities, central office management, and 100+ local offices
- Directed operations and policy development in child welfare, child care, public assistance, child support enforcement, adult and children's behavioral health, developmental disabilities program, aging, youth services, Veterans Homes and public health services
- Special initiatives included statewide implementation of welfare reform, behavioral health redesign, long term care reform, uniform service area development, community-state partnerships, children's health insurance, and local provider network development

Deputy Director, Nebraska Department of Social Services (1996-1997)

- Managed policy development and daily operations of child welfare, public assistance, child support enforcement, child care licensing/subsidy, Medically Handicapped Children's Program, and Part C, Early Intervention
- Directed pilot implementation of welfare reform; computerization of public assistance, child welfare and child support enforcement; and the integration of child welfare and juvenile services
- Supervised statewide operations, involving 2000 employees and budget of \$975+ million.

Director, Nebraska Governor's Office of Children and Families (1995-1996)

- Developed policy for Governor regarding children and families, represented Governor with multiple state agencies, advocated Legislative policy with State Senators and other relevant stakeholders, represented Governor with consumers, providers, and advocates
- Initiated multiple special initiatives including five year Family Preservation Plan, creation of state interagency Children and Families Council, creation of private Children and Families Foundation, and landmark developmental disabilities legislation and policy implementation.

Nebraska State Senator, Legislative District #20, Omaha (1990-1994)

- Served as Vice Chair of Health and Human Services and Urban Affairs Committees; Committee member of Education and General Affairs Committees; Commissioner on Education Commission of the States; Vice Chair of National Council of State Legislators Children, Families and Social Services Committee; Danforth Foundation state team member; selected by Legislative peers to national leadership training
- Major legislation introduced and successfully passed: early childhood education grants, welfare reform, Part C Early Intervention, county child abuse investigation and treatment teams, Excellence in Education Trust Fund, Central Abuse Registry reform, Child Death Review Teams

Early Childhood Specialist (1975-1991)

- Parent-Infant Educator, Munroe-Meyer Institute at University of Nebraska Medical Center(1985-91):

Provided home based services with parents of children under three years of age, diagnosed with disabilities; developed and implemented toddler play group for children with disabilities; trained private child care providers in the care of children with disabilities

- Teacher and Director of Omaha Jewish Community Center Preschool (1977-1982): Established new preschool program and toddler playgroup, trained and supervised classroom teachers, initiated intergenerational program
- Early Childhood Trainer (1975- 1990): Led multiple training classes for Nebraska State Early Childhood Training Center, served as guest lecturer at University of Nebraska, and presented nationally
- Head Start Consultant (1975-1977): Counseled Head Start directors in Omaha, NE and provided multiple training sessions for Head Start staff
- Early Childhood Special Education Teacher (1973-1975): Taught classes of preschool aged children with disabilities for a private school (Noble School) in Indianapolis
- Omaha Head Start Teacher and Team Leader (1967- 1972): Taught preschool aged children with disabilities, specializing in children with behavioral issues; managed off-site location of Head Start program and served as team leader for off-site staff

Professional and Volunteer Activities

- Board member and former Chair, Nebraska Early Childhood Endowment
- Chair, Building Bright Futures Early Childhood Task Force
- Chair, Regional Advisory Council for the ALS Keith Worthington Chapter
- Board member, Swanson Nutrition Center
- Past President of Nebraska Association for the Education of Young Children
- Council member of first Nebraska Child Abuse Prevention Council
- Past President of Nebraska Advocacy Services
- Past member of Project Harmony Service League Advisory Board
- NAEYC member

Professional Biography

Jessie's entire professional career has focused on improving outcomes for children, families and adults, especially vulnerable populations such as people with disabilities and families of low income. Upon graduation from the University of Nebraska, Jessie began her professional career as a preschool teacher in an Omaha Head Start program serving low income children with disabilities. She spent the next twenty plus years working in a variety of cultural settings serving young children. Parallel to her work experiences, she was actively engaged in advocating for policy changes that would improve the safety and quality of early care and education programs as well as policy changes that would promote the integration and valorization of people with disabilities.

Jessie's interest in promoting policy changes benefiting children and families led her to new professional roles. She served as State Senator in the Nebraska Legislature, successfully passing critical legislation that improved systems serving children who are victims of abuse, established state funded early childhood education for children at risk, created first state grants for early childhood education for children at risk, birth to five, and enhanced services to people with disabilities and mental health issues. Following her tenure as Senator, she continued her efforts to change government systems to be accountable for results and to effectively serve children, families and adults through her positions as state human services director in Nebraska and Iowa. Some of the special initiatives that she administered during this time included statewide implementation of welfare reform, behavioral health redesign, long term care redesign, community-state partnerships, state child care plan, and expanded health care for children.

For the past several years, Jessie returned to the private community, applying her combined experience as a direct provider, elected official and state administrator, to consult others in improving human service systems. She has also applied her “middle child” life experience by serving as a facilitator of multiple projects, helping to bring people together to develop common goals and programs that effectively promote positive outcomes for people of all ages and needs.

In September of 2006, Jessie took a position with the Nebraska Children and Families Foundation as their Early Childhood Education Policy Director, promoting quality early life experiences for all children in Nebraska. While at the Foundation, she successfully led a legislative initiative to establish a \$60 million public-private partnership that funds and supports high quality infant and toddler services for children at risk through the Nebraska Early Childhood Endowment. In 2007, she became the Vice President of the Buffett Early Childhood Fund, a private philanthropy dedicated to leveling the playing field for children, birth to five, who are at risk due to environmental factors such as poverty. In June 2011, Jessie became the President of the Buffett Early Childhood Fund where she continues to manage philanthropic investments in early care and education practice, policy and knowledge.

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- Make a financial gift to Educare to the best of one's ability
- Participate in annual performance evaluations of the school leader, the full board, and yourself

Agreed to by:

Jessie Rasmussen
Signature

Jessie Rasmussen
Name

2-16-14
Date

THE BUFFETT EARLY CHILDHOOD FUND

JESSIE RASMUSSEN
PRESIDENT

As a long-time practitioner and advocate for early childhood education, I am excited to offer my support as a founding member of Educare DC Charter School. I believe in the power that a strong early childhood experience has to provide every child with the opportunity for success in school and in life. I believe that in becoming a charter school Educare can both provide excellent educational outcomes for individual children and play a role in promoting quality early learning for all children, especially those most at risk.

In my role as President of the Buffett Early Childhood Fund I have seen Educare grown into a national network of high quality early childhood programs. I remain committed to Educare's continued growth and am excited that Educare DC conversion into a charter school will be part of that growth. I look forward to being an ongoing supporter of Educare DC Charter School.



Jessie Rasmussen

DIANA MENDLEY RAUNER

PROFESSIONAL EXPERIENCE:

	OUNCE OF PREVENTION FUND	Chicago, IL
1/11 – present	President	
7/07 – 12/10	Executive Director	

Accountable for defining, leading, and managing all aspects of the Ounce's work and strategic direction, specifically in the following areas:

Strategic Direction

Conceive strategies and drive new initiatives to position the Ounce as a National leader in the field of early childhood development. Forge partnerships with external business leaders, foundations, elected officials, and community advocates to advance the mission of the organization.

Programs and Training

Lead the Ounce's fidelity, innovation, training and professional development work at the Educare School, Head Start and Early Head Start sites, and home visiting programs. Direct development, and preserve and expand consistently successful high-quality programs and training.

Policy and Advocacy

Influence public policy formation by sharing concrete research with policymakers locally, and at the state and federal level, on the benefits of birth-to-five year education, advocating for greater funding for high-quality, evidence-based programs.

Research

Drive the Ounce's internal and external pursuit of knowledge development initiatives with the goal of building a shared understanding, across allied fields, of the imperative of high-quality environments, experiences and relationships for the developing child.

Communications

Champion the Ounce's vision and mission. Generate attention for early childhood issues across the state and nationally; act as spokeswoman on early childhood development, maintaining awareness of stakeholder interests and creating opportunities to address them.

Board Relations

Engage the Board Chair in recruitment efforts and continued Board development. Ensure the diversity and reach of the Board is fully utilized across the organization's work.

6/93 – 6/04	CHAPIN HALL CENTER FOR CHILDREN, UNIVERSITY OF CHICAGO	Chicago, IL
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Research Associate and Senior Researcher working in fields of child and youth development and community resources for positive youth development.

Key research activities included:

- Project Director for Chapin Hall's evaluation of child care initiatives in Palm Beach County, FL. Technical advisor and evaluation consultant for a multi-site, ongoing quality improvement program serving at-risk children. Worked with the county's Children's Services Council to develop a meta-evaluation of all services offered to young children and families.
- Project Director for Chapin Hall's advisory services for the Chicago Department of Human Services' Child Care Division. Improved data for decision making on child care throughout Chicago, and developed plans for an outcome evaluation of Head Start populations.
- Project Director, Youth and Caring Program, funded by the Lilly Endowment. Synthesized and disseminated conceptual and empirical research produced under research grants program; developed new inquiries into caring and community development. Wrote a book, *"They Still Pick Me Up When I Fall: The Role of Caring in Youth Development and Community Life,"* based on original research and review of major research in adolescent development.

12/90 – 6/92	HELLMAN & FRIEDMAN	San Francisco, CA
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One of eleven professionals responsible for identifying, analyzing, and managing investments for this private equity investment firm with committed capital of \$1 billion. Served as the firm's specialist in investment opportunities in bankrupt and failing companies.

9/88 – 11/90 **GOLDER, THOMA & CRESSEY** Chicago, IL

One of eight professionals in this private equity investment firm with committed capital of \$400 million. Managed the analysis, negotiation, and financing of new deals. Conducted thorough industry analyses, executive searches, and company evaluations in diverse industries.

9/83 – 6/86 **SHEARSON LEHMAN BROTHERS** New York, NY

Managed initial public offerings for high-technology companies and divestitures of health-care companies. Performed strategic and financial analysis in advisory projects for large financially troubled companies. Ran the analyst recruiting process with two other professionals.

CIVIC ACTIVITIES:

MEMBER, STANFORD GSB MANAGEMENT BOARD Stanford, CA

MEMBER, YALE UNIVERSITY COUNCIL New Haven, CT

MEMBER, AMERICA ACHIEVES BOARD OF EXTERNAL ADVISORS New York, NY

MEMBER, COMMERCIAL CLUB OF CHICAGO Chicago, IL

TRUSTEE, THE THACHER SCHOOL Ojai, CA

TRUSTEE, ANN & ROBERT H. LURIE CHILDREN'S HOSPITAL OF CHICAGO Chicago, IL

TRUSTEE, LATIN SCHOOL OF CHICAGO Chicago, IL

TRUSTEE, AFTER SCHOOL MATTERS Chicago, IL

12/02 – 6/08 TRUSTEE, OUNCE OF PREVENTION FUND Chicago, IL

7/00 – 6/09 CHAIR, NATIONAL-LOUIS UNIVERSITY Chicago, IL
Trustee of this private university with over 15,000 students and an operating budget of \$90 million; Chair of the Board from 2003 to 2009; steward of the University through financial crises, merger negotiations, and the hiring of a new president.

7/98 – 6/09 TRUSTEE, KOHL CHILDREN'S MUSEUM Glenview, IL
Co-chaired \$23 million capital campaign to build a new facility; chaired the strategic planning process for the new museum and advised on the development of a five-year business plan.

EDUCATION:

UNIVERSITY OF CHICAGO Chicago, IL
Ph.D., Development Psychology, 2002. Dissertation: The Language Environments of Infant Day Care and Their Relation to Language Development in the Second and Third Years of Life.

STANFORD UNIVERSITY Palo Alto, CA
M.B.A. Graduate School of Business, 1988. Arjay Miller Scholar (top 10% of class).
Member of the school's Public Management Program.

YALE UNIVERSITY New Haven, CT
B.A., *magna cum laude*, in Renaissance Studies, 1983.
NCAA All-American, All-Ivy and Team Captain, Women's Fencing.

Educare DC Public Charter School Board of Director Member Agreement

As a member of the Board of Directors of the Educare DC Public Charter School, I agree to accept the duties and responsibilities outlined below in the Board of Directors job description and individual expectations.

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- Act as an ambassador for EDCPCS to enhance its public standing and expand awareness of and participation in the school and its programs
- Establish policies and procedures to ensure that EDCPCS complies with all local, state, and federal laws and regulations
- Identify, recruit, and orient new board members with diverse skill sets to inform and advance the mission and work of EDCPCS
- Participate in annual evaluation of the performance of the entire board and individual board members

BOARD OF DIRECTORS INDIVIDUAL BOARD MEMBER EXPECTATIONS

General Expectations:

Commit and adhere to the duties of care, loyalty and obedience by taking an active and informed role in decision making; operate with the best interests of the Educare DC Public Charter School (“EDCPCS”) in mind; and comply with all applicable laws and regulations. Besides fulfilling the responsibilities listed

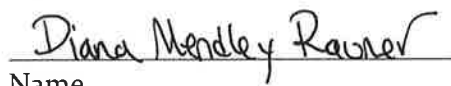
below, each individual trustee is expected to work collaboratively to fulfill the collective responsibilities of the full board as outlined in the Board of Trustees job description.

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- Serve on committees or task forces
- Sign and adhere to Educare's conflict of interest policy
- Use personal and professional contacts and expertise to benefit Educare
- Make a financial gift to Educare to the best of one's ability
- Participate in annual performance evaluations of the school leader, the full board, and yourself

Agreed to by:


Signature


Name


Date

I, Diana Mendley Rauner, serve as a founding member of Educare DC because I have an unwavering commitment to ensuring that all children receive a strong start in life. In my current position as President of the Ounce of Prevention Fund, a public-private partnership that prepares young children for success in school and in life, I oversee our work to create and support research-based early learning programs for at-risk children and their families from before birth to age five; develop, educate, and coach practitioners to provide more children with high-quality early education; and advocate and educate policymakers, business and civic leaders. Along with partners at the Buffett Early Childhood Fund and other national philanthropies, we have helped build the Educare Learning Network from one birth-to-five school on the south side of Chicago to a growing network of 20 schools across the country. "Learning" is a central theme in the Educare Learning Network, which employs an innovative approach to developing and supporting its schools, ensuring that the schools are engaged in continuous and data-driven program improvement. As one of the leaders of the Educare Learning Network, I am focused on fostering broader change in the early learning community, with a specific focus on translating Educare's outcomes into lessons that can be applied to other early learning programs.

Throughout the application process I have continued to draw on the lessons we have learned as we have implemented the Educare model in our other 19 schools. Additionally, I have drawn on my own previous experience working in private equity investing, as an early childhood researcher at Chapin Hall at the University of Chicago, and as Chair of the Board of National Louis University, the largest teacher training institution in Illinois. My husband and I have also served as leaders in the charter school movement in the city of Chicago, aligning with both the Noble Network of Charter Schools and the LEARN Charter School Network to ensure that high quality elementary and secondary education options are available to all of the city's students.

If our charter status is granted, I will continue to offer my knowledge, experiences and passion for high quality early learning to the leadership of Educare DC.

Diana Mendley Rauner



Peter J. Farrell

Professional Experience

CityInterests LLC

2005 – Present

Partner and Co-founder

- Responsible for fully-integrated real estate development firm focused on the mixed-use urban revitalization of underserved areas in Washington, DC region as well as boutique residential real estate projects in emerging markets such as LeDroit Park, Shaw, Mt. Vernon and Trinidad.
- Oversees portfolio of three retail shopping centers throughout the city, including the 4-acre South Capitol Street Shopping Center which will be redeveloped into a 325,000 square foot, \$80 million dollar mixed-use health and wellness-oriented development.
- Leads the firm's 15.5 acre, \$760 million development in Parkside, which is the largest privately controlled, Transit-Oriented Development opportunity in the District of Columbia.

PADC Realty Investors LLC

2004 – Present

Partner and founder

- Managed start-up and ongoing sustainability of real estate development and investment company in over 2.1 million square feet of office and residential development in the NoMA corridor of downtown Washington, DC.

Medical Office Properties Inc.

???? – 2004

President and Chief Operating Officer

- Oversaw fully-integrated real estate investment trust (REIT) with approximately 22 Medical Office Buildings in 7 states – California, Colorado, Florida, Texas, North Carolina, Virginia and Maryland.
- Directed small portfolio of healthcare-related assets
- Headed investment team that developed, generated and executed investment strategy focused on the sale of existing, long-term assets in order to focus capital in the medical office building arena.

Legg Mason Real Estate Services Inc. (LMRES)

1995 – 2000

Vice President

- Created the private equity business platform for private equity investment at both the asset and entity levels

Legg Mason Realty Advisors

1995 - 2000

Managing Director

- Oversaw both private and public real estate companies' efforts to raise private equity in foreign and domestic markets and debt placement for clientele

Cassidy and Pinkard Inc.

1984 – 1995

VicePresident

- Responsible for leasing and sales of downtown DC office buildings

Professional Associations

- Georgetown University Alumni Association, Senator, Board of Governors
- Georgetown University, Past President, Hoyas Unlimited
- Former Chair, Tewaaron Trophy Foundation, Board of Directors
- The Shepherd Foundation, Investment Committee Member, Board of Directors
- DC Promise Neighborhood Initiative, Secretary, Executive Committee, Board of Directors
- Chair of Nominations and Governance Committee, DC Promise Neighborhood Initiative
- Chair of Audit Committee, DC Promise Neighborhood Initiative
- Educare DC , Board of Directors

Education

Bachelor of Science, 1982, Georgetown University

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Agreed to by:

Signature

Name

Date



Peter J. Farrell

2/20/2014

I, Peter Farrell, am a founding Board member of Educare DC Charter School because the charter school movement is a critical mechanism for improving education, particularly in Ward 7 and 8, and I believe Educare will be a valuable contribution to the educational continuum in the Kenilworth-Parkside neighborhood. I have been deeply engaged in the development and community building efforts for this neighborhood and worked to develop Educare since its inception first as the developer of the project and now as a Board member. I look forward to bringing that experience and expertise to support Educare DC Charter School.

In supporting Educare I will leverage my background in community development, my relationships with public and community partners and my enthusiasm for education to support Educare DC Charter School. In particular, as a founding and current board member of the DC Promise Neighborhood Initiative I look forward to further integrating Educare into a holistic approach to build the community that Educare is located in. I am privileged and excited to serve as a founding Board member of Educare DC Charter School.



Peter Farrell

DANIEL PEDERSEN

PROFESSIONAL EXPERIENCE

SENIOR ADVISOR

June 2011 – present

- As a private consultant, working to insure a sustained mission for national philanthropic partners who have embraced a shared course for public policy in early learning, including Educare. The W.K. Kellogg Foundation, the George Kaiser Family Foundation, Harvard University and others aligned with the Buffett Early Childhood Fund continue to seek to connect best practice and better federal and state public policy to new knowledge in the field.

BUFFETT EARLY CHILDHOOD FUND, OMAHA, NEBRASKA

President, Dec. 1999 – June 2011

- As founding president, created the focus, built the staff and oversaw all grant-making for a fund that grew from \$1 million of giving per year in 2000 to roughly \$20 million per year from 2007 onward.
- Partnered with the Ounce of Prevention Fund to build a coast-to-coast network of independently evaluated, highly effective Educare schools, from Maine to Arizona and Miami to Seattle. Nineteen schools are operating at the beginning of 2014, with two more under construction. Each Educare embraces 140-200 infants, toddlers and preschoolers in families facing the greatest odds and serves as a catalyst for broader policy change in its state.
- Helped to envision, beginning in 2004, The Birth to Five Policy Alliance -- an attempt to build greater cross-organizational cooperation among 22 national non-profits working in the early childhood public policy sector in the United States. The Alliance, backed by seven partnering philanthropies, supports evidence-based approaches grounded in science and more effective public policy at the state level. Now serving as Chairman Emeritus.
- Helped to envision, beginning in 2007, the First Five Years Fund -- an attempt to encourage better federal policy and crisper national communications focused on the importance of neuro-science and early childhood development.

NEWSWEEK MAGAZINE, NEW YORK, NEW YORK

Atlanta Bureau Chief, July 1996-Dec. 1999

London Bureau Chief, Feb 1989 – July 1996

Houston Bureau Chief, Jan. 1985 – Feb 1989

Los Angeles Deputy Bureau Chief, Sep 1983 – Jan. 1985

- Managed the magazine's main bureau in Europe and key bureaus in the U.S. Wrote hundreds of articles and reported on the ground during times of seismic change -- including the fall of the Berlin Wall, the fall of Margaret Thatcher, the break-up of the Soviet Union, the Troubles in Northern Ireland, the collapse of the Texas oil economy and the rise of Latino culture in the U.S. Commented often on public affairs for the BBC, other US and British broadcasters.

DES MOINES REGISTER, DES MOINES, IOWA/LINCOLN JOURNAL, LINCOLN, NEBRASKA

Reporter, August 1975 – Aug 1983

EDUCATION

BOSTON COLLEGE, BOSTON, MASSACHUSETTS

Bachelor of Arts, June 1974, Summa Cum Laude, Phi Beta Kappa

Master of Arts, English Literature, December 1974, with Distinction

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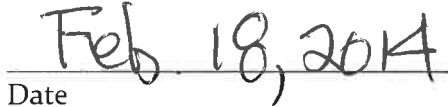
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Agreed to by:


Signature

Name


Date

As a long-time advocate for excellence in early education, I am pleased to be a member of the founding group of Educare DC Charter School, should our application be accepted this spring. I have served on the boards of three other Educare schools across the United States as local leadership developed and, beginning in 2007, have worked as a key partnership--builder and fund-raiser for the creation of this, our flagship school, in Ward 7 of Washington DC.

I have also chaired for the last eight years a national public policy initiative called the Birth to Five Policy Alliance, which last year renamed itself the Alliance for Early Success out of recognition that efforts to better serve children from age birth-to-five must be linked, intimately and seamlessly, with k-3 excellence in local public schools. I am prepared to work hard with local leaders to insure that we develop a powerful example in our nation's capital of how the charter movement and Educare can inform each other to empower families and produce even better outcomes for young children.

A handwritten signature in blue ink, appearing to read "Daniel Pedersen", with a stylized, flowing script.

Daniel Pedersen

JOHN L. OBERDORFER

Employment:

1978- Present: Partner, Patton Boggs LLP, Washington, D.C.

Specializes in complex U.S. and international civil litigation, often involving actions by the federal government. Served as head of the Firm's litigation department and on its Executive Committee.

1974-1978: Associate, Patton, Boggs and Blow, Washington, D.C.

1971-1974: Staff Attorney, U.S. Department of Transportation, Washington, D.C.

1969-1971: Reginald Heber Smith Community Law Fellow, Legal Aid Society of Cleveland, Ohio

Non-Profit Board and Other Positions:

UPO, Washington, D.C., Board Member, then Vice-Chair and now Chair (2008- Present)

Educare DC Board, (2012-Present)

Patton Boggs Foundation, Founder: Positions held: Secretary-Treasurer, then Vice-President and Board Member, now President and Board Member (2000- Present)

Council for Court Excellence, Board Member for many years

Georgetown Day School, Washington, D.C., Board member and then Board Chair (in 1990s)

Honors:

Ranked in the Nation's Top 10 Commercial Litigation Lawyers- 2013 (United States Lawyer Rankings)

Burton Award for Legal Writing Achievement, 2004

Various Awards from the Washington Lawyers' Committee for Civil Rights under Law for winning a class action employment discrimination case in the construction field, and for founding the Patton Boggs relationship with a junior high school.

Special Commendation Award from the Secretary of Transportation while working at the Department of Transportation.

Reginald Heber Smith Community Law Fellowship.

Publications and Speeches:

Many publications about various legal topics, including two in the *Financial Times*.

Remarks for several years at UPO's Annual Martin Luther King, Jr. Breakfast

Introduction of all 8 events for the PattonBoggs Foundation Heritage Series to mark the Firm's 50th Anniversary

Other professional presentations

Education:

Dartmouth College, A.B., 1966

Yale Law School, J.D., 1969

Family:

Married to Leslie Oberdorfer (former Board member of Jubilee JumpStart); 1 son (Kevin Oberdorfer), 1 daughter (Amy Oberdorfer Nyberg), and 3 grandsons. All live in Washington, D.C.

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Agreed to by:



Signature




Name



Date

I, John Oberdorfer, am a founding Board member of Educare DC Charter School because I believe in Educare's work to ensure that all children have access to effective early learning. As a life-long resident of Washington, DC, I believe that we must continually seek to improve our education system and Educare Charter will be an excellent addition to our early learning landscape. I am a strong supporter of education beginning at birth, and as a charter school Educare DC will ensure that children arrive at Kindergarten ready to learn.

I have been involved with Educare DC for the past two years and fully support the application to become a charter school. My current role as Board Chair for the United Planning Organization, my involvement in several other boards and my background as a legal professional are all experiences that I look forward to drawing on to support the success of Educare DC Charter. I am excited to be a member Educare DC Charter School's Founding Board and to support the ongoing development of Educare.



John Oberdorfer

2/20/14

G. Conflict of Interest

Educare DC Public Charter School Conflict of Interest Policy

This conflict of interest policy is designed to help directors, officers, and employees of Educare DC Public Charter School (“EDCPCS”) identify situations that present potential conflicts of interest and to provide EDCPCS with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, or employee has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state law, the law shall control.

1. **Conflict of Interest Defined.** For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:
 - a. Outside Interests.
 - i. An Agreement or Transaction between EDCPCS and a Responsible Person or Family Member.
 - ii. An Agreement or Transaction between EDCPCS and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.
 - b. Outside Activities.
 - i. A Responsible Person competing with EDCPCS in the rendering of services or in any other Agreement or Transaction with a third party.
 - ii. A Responsible Person’s having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to; an entity or individual that competes with EDCPCS in the provision of services or in any other Agreement or Transaction with a third party.
 - c. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:
 - i. does or is seeking to do business with, or is a competitor of EDCPCS; or
 - ii. has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from EDCPCS;
 - iii. is a charitable organization;
 - iv. under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of EDCPCS.
2. Definitions.
 - a. A “Conflict of Interest” is any circumstance described in Part 1 of this Policy.
 - b. A “Responsible Person” is any person serving as an officer, employee, or member of the Board of Directors of EDCPCS.
 - c. A “Family Member” is a spouse, domestic partner, parent, child, brother, sister, or spouse of a child, brother or sister, of a Responsible Person.
 - d. A “Material Financial Interest” in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a

Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.

- e. An "Agreement or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, or the establishment of any other type of pecuniary relationship by EDCPCS. The making of a gift to EDCPCS is not an Agreement or Transaction within the meaning of this document.
3. Procedures.
 - a. Before board or committee action on an Agreement or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
 - b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
 - c. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
 - d. A person who has a Conflict of Interest with respect to an Agreement or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote regarding said Agreement or Transaction. The person having a conflict of interest may not vote on the Agreement or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of EDCPCS has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.
 - e. Responsible Persons who are not members of the Board of Directors of EDCPCS, or who have a Conflict of Interest with respect to an Agreement or Transaction that is not the subject of board or committee action, shall disclose to the Board Chair or the Board Chair's designee any Conflict of Interest that such Responsible Person has with respect to an Agreement or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect EDCPCS's participation in such Agreement or Transaction. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Board Chair or the Board Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.
 4. Confidentiality. Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of EDCPCS. Furthermore, a Responsible Person shall not disclose or use information relating to the business of EDCPCS for the personal profit or advantage of the Responsible Person or a Family Member or the Responsible Person's company.
 5. Review of Policy.

- a. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.
- b. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstances might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to EDCPCS. Each Responsible Person should also disclose to the Board of Directors any potential Conflict of Interest that may arise during the course of the year between the submission of annual disclosure forms. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Board Chair, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- c. This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

CONFLICT-OF-INTEREST DISCLOSURE STATEMENT

Please initial in the space at the end of Item A or complete Item B in its entirety, whichever is appropriate; complete the balance of the form; sign and date the statement; and return it to the board chair.

A. I am not aware of any relationship or interest or situation involving my family or myself that might result in, or give the appearance of being, a conflict of interest between such family member or me on one hand and EDCPCS on the other. Initials: _____

B. The following are relationships, interests, or situations involving me or a member of my family that I consider might result in or appear to be an actual, apparent, or potential conflict of interest between such family members or myself on one hand and EDCPCS on the other. Initials: _____

Corporate (either nonprofit or for profit) directorships, positions, and employment:

Memberships in the following organizations:

Contracts, business activities, and investments with or in the following organizations:

Other relationships and activities:

My primary business or occupation at this time:

I have read and understand EDCPCS's Conflict of Interest Policy and agree to be bound by it. I will promptly inform the board chair of EDCPCS of any material change that develops in the information contained in the foregoing statement.

Name

Signature


Date

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		<input checked="" type="checkbox"/>
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		<input checked="" type="checkbox"/>
3	Did or will you or your spouse lease or sell property to the proposed charter school?		<input checked="" type="checkbox"/>
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		<input checked="" type="checkbox"/>
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		<input checked="" type="checkbox"/>
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		<input checked="" type="checkbox"/>
7	Did you or your spouse provide any start-up funds to the proposed charter school?		<input checked="" type="checkbox"/>
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		<input checked="" type="checkbox"/>
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		<input checked="" type="checkbox"/>
10	Do you currently serve as a member of the board of any public charter school?		<input checked="" type="checkbox"/>
11	Do you currently serve as a public official?		<input checked="" type="checkbox"/>
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		<input checked="" type="checkbox"/>
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		<input checked="" type="checkbox"/>




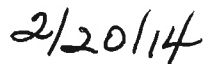
Signature 	Title Assistant Director of Educare Learning Network
Applicant Organization Educare DC Public Charter School	Date Submitted 2/24/14

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		X
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		X
3	Did or will you or your spouse lease or sell property to the proposed charter school?		X
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		X
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		X
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		X
7	Did you or your spouse provide any start-up funds to the proposed charter school?		X
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		X
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		X
10	Do you currently serve as a member of the board of any public charter school?		X
11	Do you currently serve as a public official?		X
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		X
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		X

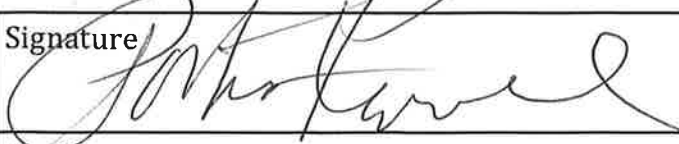

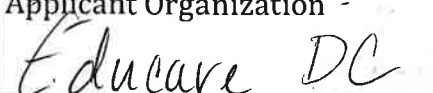

Signature 	Title 
Applicant Organization 	Date Submitted 

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		<input checked="" type="checkbox"/>
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		<input checked="" type="checkbox"/>
3	Did or will you or your spouse lease or sell property to the proposed charter school?		<input checked="" type="checkbox"/>
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		<input checked="" type="checkbox"/>
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		<input checked="" type="checkbox"/>
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		<input checked="" type="checkbox"/>
7	Did you or your spouse provide any start-up funds to the proposed charter school?		
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		<input checked="" type="checkbox"/>
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		<input checked="" type="checkbox"/>
10	Do you currently serve as a member of the board of any public charter school?		<input checked="" type="checkbox"/>
11	Do you currently serve as a public official?		<input checked="" type="checkbox"/>
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		<input checked="" type="checkbox"/>
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		<input checked="" type="checkbox"/>

Signature 	Title 
Applicant Organization 	Date Submitted 

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		X
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		X
3	Did or will you or your spouse lease or sell property to the proposed charter school?		X
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		X
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		X
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		X
7	Did you or your spouse provide any start-up funds to the proposed charter school?		X
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		X
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		X
10	Do you currently serve as a member of the board of any public charter school?	X	
11	Do you currently serve as a public official?		X
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	X	
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		X


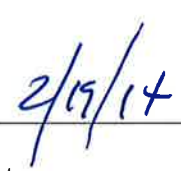
Signature 	Title Treasurer
Applicant Organization Edware DC	Date Submitted 2/19/14

Conflict of Interest Form Explanation

Dana M. Jones

Response Addresses Questions 10 and 12

I am the President and CEO of the United Planning Organization; the City's designated Anti Poverty Agency. As such, matters of adult literacy and income inequality are among the areas that we are attempting to address. As a part of our current Strategic Plan we are committed to opening (founding) a Public Charter School for Adult Learners. I will participate as a Board Member for the first two years of the school's operations and transition off.


Signature Date

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		✓
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		✓
3	Did or will you or your spouse lease or sell property to the proposed charter school?		✓
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		✓
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		✓
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		✓
7	Did you or your spouse provide any start-up funds to the proposed charter school?		✓
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		✓
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		✓
10	Do you currently serve as a member of the board of any public charter school?		✓
11	Do you currently serve as a public official?		✓
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		✓
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		✓


Signature 	Title Founding Member
Applicant Organization Edwina De Public Charter School	Date Submitted 2/19/14

Conflict of Interest Form

(This form must be included in the application
and completed by all founding and Board of Trustee member.)

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		✓
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		✓
3	Did or will you or your spouse lease or sell property to the proposed charter school?		✓
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		✓
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		✓
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		✓
7	Did you or your spouse provide any start-up funds to the proposed charter school?		✓
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		✓
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		✓
10	Do you currently serve as a member of the board of any public charter school?		✓
11	Do you currently serve as a public official?		✓
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		✓
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		✓


Signature 	Title President Board Co-Chair
Applicant Organization Educare DC	Date Submitted 2-16-14

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		<input checked="" type="checkbox"/>
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		<input checked="" type="checkbox"/>
3	Did or will you or your spouse lease or sell property to the proposed charter school?		<input checked="" type="checkbox"/>
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		<input checked="" type="checkbox"/>
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		<input checked="" type="checkbox"/>
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		<input checked="" type="checkbox"/>
7	Did you or your spouse provide any start-up funds to the proposed charter school?		<input checked="" type="checkbox"/>
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		<input checked="" type="checkbox"/>
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		<input checked="" type="checkbox"/>
10	Do you currently serve as a member of the board of any public charter school?		<input checked="" type="checkbox"/>
11	Do you currently serve as a public official?		<input checked="" type="checkbox"/>
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		<input checked="" type="checkbox"/>
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		<input checked="" type="checkbox"/>

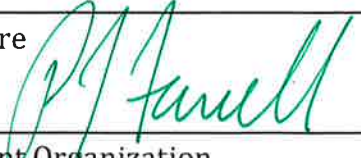
Signature 	Title Co-Chair, Board of Directors
Applicant Organization Edcore DC	Date Submitted 2/20/14

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		✓
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		✓
3	Did or will you or your spouse lease or sell property to the proposed charter school?		✓
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		✓
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		✓
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		✓
7	Did you or your spouse provide any start-up funds to the proposed charter school?		✓
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		✓
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		✓
10	Do you currently serve as a member of the board of any public charter school?		✓
11	Do you currently serve as a public official?		✓
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		✓
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		✓

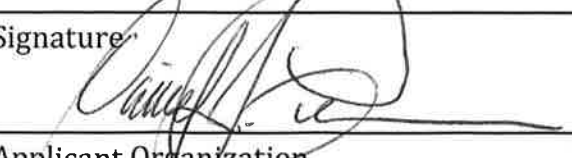
Signature 	Title
Applicant Organization	Date Submitted <div style="text-align: center; font-size: 1.2em; color: green;">2/20/2014</div>

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

	Questions	Yes	No
1	Do or will you or your spouse have any contractual agreements with the proposed charter school?		✓
2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		✓
3	Did or will you or your spouse lease or sell property to the proposed charter school?		✓
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		✓
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		✓
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		✓
7	Did you or your spouse provide any start-up funds to the proposed charter school?		✓
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		✓
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		✓
10	Do you currently serve as a member of the board of any public charter school?		✓
11	Do you currently serve as a public official?		✓
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		✓
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		✓


Signature 	Title Board member
Applicant Organization Educare of Washington DC	Date Submitted Feb. 2, 2014

Conflict of Interest Form

*(This form must be included in the application
and completed by all founding and Board of Trustee member.)*

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper, labeling explanations with the number of the corresponding question.

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2	Do you, your spouse, or any member of your immediate family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?		<input checked="" type="checkbox"/>
3	Did or will you or your spouse lease or sell property to the proposed charter school?		<input checked="" type="checkbox"/>
4	Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?		<input checked="" type="checkbox"/>
5	Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?		<input checked="" type="checkbox"/>
6	Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?		<input checked="" type="checkbox"/>
7	Did you or your spouse provide any start-up funds to the proposed charter school?		<input checked="" type="checkbox"/>
8	Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?		<input checked="" type="checkbox"/>
9	Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		<input checked="" type="checkbox"/>
10	Do you currently serve as a member of the board of any public charter school?		<input checked="" type="checkbox"/>
11	Do you currently serve as a public official?		<input checked="" type="checkbox"/>
12	Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?		<input checked="" type="checkbox"/>
13	To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?		<input checked="" type="checkbox"/>

Signature 	Title
Applicant Organization Educare Charter	Date Submitted 2/20/14

H. Demographic Analysis

Demographic Analysis Form

Name of Proposed School: **Educare DC Public Charter School**

Proposed Location: **640 Anacostia Ave., NE**

Proposed Age Range and Number of Students Expected to Enroll by Year:

	PK3	PK4	K	1	2	3	4	5	6	7	8	9	10	11	12	Adult	TOTAL
Year 1	68	51															119
Year 2	68	51															119
Year 3	68	51															119
Year 4	68	51															119
Year 5	68	51															119
Year 6																	
Year 7																	
Year 8																	
Capacity	68	51															119

Anticipated Student Demographics:

	Ethnicity		Race				Students with Disabilities				English Language Learners	Economically Disadvantaged
	Hispanic	Non Hispanic	B	W	A	Other	1	2	3	4		
Year 1	3	116	114	0	0	3	10				3	117
Year 2	3	116	114	0	0	3	10				3	117
Year 3	5	114	114	1	0	3	10				3	117
Year 4	5	114	112	1	0	3	10				3	117
Year 5	7	112	110	1	0	4	10				3	117

Similar Schools Profile

Please provide the following information for schools that serve **the same age/grades** as you propose and are located in the same location where you propose to establish your charter school, target the same students you choose to target and/or offer a similar mission or educational program:

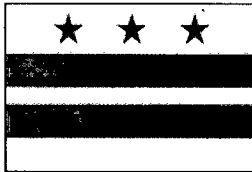
Similar Schools in Ward 7				
School Name	Enrollment 2013 -14	Type	% Low Income	DC-CAS Performance (% Proficient reading and math) on most recent test
Alton (Pre3-5 th)	252	DCPS	99	Reading – 20; Math - 13
Beers (Pre3-5 th)	384	DCPS	99	Reading – 41; Math - 47
Burrville (Pre3-5 th)	357	DCPS	99	Reading – 39; Math - 31
C.W. Harris (Pre3-5 th)	265	DCPS	99	Reading – 28; Math - 31
Drew (Pre3-5 th)	164	DCPS	99	Reading – 16; Math - 12
Houston (Pre3-5 th)	238	DCPS	99	Reading – 23; Math - 19
Kimball (Pre3-5 th)	289	DCPS	99	Reading – 34; Math - 29
Nalie (Pre3-5 th)	335	DCPS	99	Reading – 39; Math - 56
Plummer (Pre3-5 th)	263	DCPS	99	Reading – 32; Math - 40
Randle Highlands (Pre3-5 th)	358	DCPS	99	Reading – 42; Math - 28
Smothers (Pre3-5 th)	282	DCPS	99	Reading – 24; Math - 29
Thomas (Pre3-5 th)	312	DCPS	99	Reading – 40; Math - 34
KIPP DC PCS – LEAP Academy (Pre3-K)	302	CS	89.4	Met 8 of 8 targets on Early Childhood PMF Pilot
Appletree Early Learning- Oklahoma Ave (Pre3-Pre-4)	61	CS	47.5	Met 4 of 4 targets on School Performance Report
Democracy Prep (Pre3-6 th) – Formerly Imagine Southeast	611	CS	100	Reading – 27; Math - 30
Edward C. Mazique Parent Child Center	350	HS	Assumed to be 80 – 100%	N/A
Rosemount Center	275	HS	Assumed to be 80 – 100%	N/A
Bright Beginnings	186	HS	Assumed to be 80 – 100%	N/A

Type Legend: DCPS=District; CS=Charter School; HS=Head Start

I. Required Documents¹

1. Articles of Incorporation

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 INCORPORATION*** is hereby issued to:

EDUCARE DC PUBLIC CHARTER SCHOOL

Effective Date: 2/24/2014

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 2/24/2014 9:55 AM



Business and Professional Licensing Administration

A handwritten signature in cursive script, reading 'Patricia E. Grays'.

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: OUHqESVB



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
District of Columbia Government

Corporations Division

DCRA Corp. Div.

FEB 24 2014

FILE COPY JB

Articles of Incorporation of Domestic Nonprofit Corporation

Form DNP-1, Version 3, January 2012.

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

1. Corporation Name.

Educare DC Public Charter School

2. The corporation will have members.

Yes

☒ No

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

C T Corporation System, 1015 15th Street, N.W., Suite 1000, Washington, D.C. 20005

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

5. Miscellaneous Provisions. (may attach the statement)

See attached statement.

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

6. Incorporators Name & Address.

Nika B. Palama, 70 W. Madison St., Ste. 48, Chicago, IL 60605

6A. Incorporators Signature and Date.

Nika B. Palama 2/20/2014

7. Incorporators Name & Address.

Paul T. Metzger, 70 W. Madison St., Ste. 48, Chicago, IL 60605

7A. Incorporators Signature and Date.

Paul T. Metzger 2/20/2014

Mail all forms and required payment to:

Department of Consumer and Regulatory Affairs
Corporations Division

PO Box 92300
Washington, DC 20090

Phone: (202) 442 4400

Corporate Online Services Information:

Many corporate filings are available by using CorpOnline Service.

Go to CorpOnline site at <https://corp.dcrs.dc.gov>, create the profile.

access the online services main page and proceed. Online filers must pay by using the credit card.

Please check dcra.dc.gov to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registrations."

**MISCELLANEOUS PROVISIONS TO
THE ARTICLES OF INCORPORATION
OF
EDUCARE DC PUBLIC CHARTER SCHOOL**

I. PURPOSES AND POWERS

1.1 Purposes. Educare DC Public Charter School (the “Corporation”) is organized exclusively for one or more of the purposes specified in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), including, without limitation, advancing education through the conduct of early childhood educational programs for at-risk and impoverished young children.

1.2 Powers. In general, and subject to such limitations and conditions as are or may be prescribed by the District of Columbia Nonprofit Corporation Act of 2010 or other law, or in the Corporation’s Articles of Incorporation or Bylaws, the Corporation shall have all powers that now or hereafter are conferred by law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Corporation’s purposes.

II. DIRECTORS

2.1 Board of Directors. The management of the Corporation shall be vested in a Board of Directors consisting of no fewer than one (1) director. The number, qualifications, terms of office, manner of election, time and place of meeting, and powers and duties of directors shall be prescribed by the Bylaws of the Corporation.

2.2 Names and Addresses of Initial Directors. The names and addresses of the persons who shall serve as the initial directors of the Corporation until the first annual meeting of the Member or until their successors are elected or appointed and qualify, are as follows:

<u>Name</u>	<u>Address</u>
Peter Farrell	6939 Greentree, Bethesda, MD 20817
Jerry Johnson	3 Bethesda Metro Center, Ste. 1000, Bethesda, MD 20814
John Oberdorfer	3415 Ashley Terrace, Washington, DC 20008

III. REGULATION OF INTERNAL AFFAIRS

Provisions for the regulation of the internal affairs of the Corporation, including provisions for distribution of assets on dissolution or final liquidation, are as follows:

3.1 Permitted Activities. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by (a) an organization exempt from federal income tax under Section 501(a) and described in Section 501(c)(3) of the Code or the corresponding provision of any future federal tax law, or (b) an organization contributions to which are deductible under Section 170(c)(2) of the Code or the corresponding provision of any future federal tax law.

3.2 No Inurement to Private Persons. The Corporation shall not authorize or issue shares of stock. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members (other than a member that is an organization described in Section 501(c)(3) of the Code), if any, or any director, officer, or other private person, except that the Corporation is authorized or empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

3.3 Dissolution. No member (other than a member that is an organization described in Section 501(c)(3) of the Code), director or officer shall be entitled to share in the distribution of any of the Corporation's assets upon dissolution of the Corporation or the winding up of its affairs. Upon the winding up or dissolution of the Corporation, the assets of the Corporation remaining after payment of, or provision for payment of, all debts and liabilities of the Corporation shall be distributed to another organization or organizations recognized as exempt under Section 501(c)(3) of the Code, or the corresponding provision of any future United States Internal Revenue law, and used exclusively to foster early childhood education.

IV. REGISTERED AGENT

The name of the Corporation's initial registered agent and the address of the registered office of the Corporation are: C T Corporation System, 1015 15th Street, N.W., Suite 1000, Washington, D.C. 20005.

V. BYLAWS

Bylaws of the Corporation may be adopted by the Board of Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles. The authority to make, alter, amend or repeal bylaws is vested in the Board of Directors as provided in the Bylaws, and may be exercised at any regular or special meeting of the Board of Directors.

2. Bylaws

BYLAWS OF EDUCARE DC PUBLIC CHARTER SCHOOL

(A nonprofit corporation formed under the District of Columbia Nonprofit Corporation Act, as amended (the "Act"))

ARTICLE I – Offices and Operations

Section 1.01 Location. The principal office of EDCPCS (the "Corporation") shall be located within or without the District of Columbia, at such place as the Board of Directors (the "Board") may designate. The Corporation may maintain additional offices at such other places as the Board of Directors may designate. The Corporation shall have and continuously maintain within the District of Columbia a registered office at such place as may be designated by the Board.

ARTICLE II – Membership

As set forth in the Articles of Incorporation, the Corporation shall have no members.

ARTICLE III – Board of Directors

Section 3.01 General Powers. The business and affairs of the Corporation shall be managed by the Board of Directors. Subject to limitations of the Articles of Incorporation, these Bylaws, and the Act, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board.

Section 3.02 Qualifications. Directors shall be individuals who have reached the age of majority and shall have such other qualifications as the Board of Directors may prescribe by resolution or amendment to these Bylaws.

Section 3.03 Duties of directors. Each director shall perform the duties of a director, including the duties as a member of any committee of the Board of Directors upon which the director may serve, in good faith, in a manner that such director believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 3.04 Number of directors. The Board of Directors shall consist of an odd number of directors with a minimum of five (5) and not more than fifteen (15) directors. The number of directors shall be set from time to time by a majority vote of the Board of Directors or by amendment to these Bylaws, provided that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

Section 3.05 Election. The Board of Directors shall have the exclusive right to elect the directors of the Corporation and to appoint successor directors to replace directors whose terms are expiring. The directors of the Corporation shall be elected at the Board of Directors' annual meeting to hold office until the expiration of the term of office of the class of directors into which elected, and until his, her or their respective successors are elected and qualified. A minimum of two directors shall be parents of a student attending the school and at least a majority of directors must be residents of the District of Columbia.

Section 3.06 Term. The initial directors shall hold office with staggered terms of three, two or one year. Thereafter, directors shall serve for a term of three (3) years, commencing on the date of election and each director shall hold office until his or her successor is elected and qualified, or until his or her death, resignation or removal. At each subsequent annual meeting of the Board of Directors, the successors of those directors whose terms then expire shall be elected to serve for a term of three (3) years and until their successors are elected and qualified, or until their death, resignation or removal. Any director, including the initial directors, may serve an unlimited number of terms, including successive terms, and shall not be disqualified by reason of having served previously as a director.

Section 3.07 Increase in Number. If the Board of Directors increases the number of directors as provided in these Bylaws, such position(s) shall be filled by the Board of Directors.

Section 3.08 Vacancies. The Board of Directors may appoint an individual to fill any vacancy in the position of director. A director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

Section 3.09 Resignation. Any director may resign at any time by delivering written notice to the President, the Secretary or the Assistant Secretary at the principal office of the Corporation, or by giving such notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective; provided however, that if the resignation would result in the Corporation having no director or no director capable of serving as such, the resigning director shall continue to serve as a director until a successor director is appointed and qualified as provided in these Bylaws.

Section 3.10 Removal. At any regular meeting, or at any special meeting called expressly for that purpose, the Board of Directors may remove from office, with or without cause, one or more directors as long as there is at least one director remaining after such removal.

Section 3.11 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at Board of Directors meetings or otherwise directly incident to their duties as directors may be paid or reimbursed by the Corporation. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

ARTICLE IV – Meetings of Board of Directors

Section 4.01 Annual Meeting. The annual meeting of the Board of Directors for election of officers to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held in September of each year or on such other date and at such time and place as the Board of Directors may determine. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

Section 4.02 Place of Meetings. All meetings shall be held at the principal office of the Corporation or at such other place within the District of Columbia designated by the Board of Directors, by any persons entitled to call a meeting or by a waiver of notice executed by all directors.

Section 4.03 Regular Meetings. By resolution, the Board of Directors may specify the date, time and place for the holding of regular meetings of the Board of Directors or any committee designated by the Board of Directors without any notice other than such resolution. If no such resolution is adopted, then the Board of Directors may call meetings pursuant to the notice provisions set forth in Section 4.09.

Section 4.04 Special Meetings. Special meetings of the Board of Directors or any committee designated by the Board of Directors may be called by or at the request of the President or any one or more of the directors in office, or in the case of a committee meeting, by the chair of the committee, by executing a record. The person or persons authorized to call special meetings may fix the place, either within or without the District of Columbia, and time for holding any special Board of Directors or committee meeting called by them. Notice of a special meeting shall be given as provided in Section 4.09.

Section 4.05 Participation by Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such Board of Directors or committee by means of a conference telephone or similar communications equipment by which means all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 4.06 Presumption of Assent. A director present at a Board of Directors meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

(a) the director's dissent or abstention from the action taken is entered in the minutes of the meeting;

(b) the director delivers his or her dissent or abstention to such action to the person acting as the Secretary of the meeting before the adjournment thereof; or

(c) the director delivers such dissent or abstention to the Secretary or assistant Secretary of the Corporation immediately after the adjournment of the meeting.

Notwithstanding the foregoing, such right to dissent or abstain shall not apply to a director who voted in favor of such action.

Section 4.07 Quorum. Unless a greater or lesser number is required by these Bylaws, the Articles of Incorporation, or applicable law, a majority of the directors then in office shall constitute a quorum for the transaction of business or any particular item of business at any Board of Directors meeting, but in no event shall a quorum consist of less than one-third (1/3) of the number of directors then in office. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting and set a date and time for the meeting to reconvene without further notice.

Section 4.08 Manner of Acting. Each director, with the exception of ex-officio members, shall be entitled to one (1) vote and the act of the majority of the directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws, the Articles of Incorporation or applicable law. A director may not vote or act by proxy at any meeting of directors.

Section 4.09 Notice of Meetings. Notice of the time and place of any meeting of the Board of Directors shall be given by the President, the Secretary, or by the person or persons calling the meeting, personally or by mail, telephone, at least three (3) days prior to the date on which the meeting is to be held. The method of notice need not be the same to each director. If notice is mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the director at the address as it appears in the records of the Corporation, with postage thereon prepaid. Other forms of notice described in this paragraph are effective when received. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee designated by the Board of Directors need be specified in the notice.

Section 4.10 Waiver of Notice. Whenever notice is required to be given to any director or a member of any committee designated by the Board of Directors under the Act or under the Articles of Incorporation or these Bylaws, either the presence of the director or committee member without objection at a meeting called by such notice, or a waiver of such notice in writing signed by the director or committee member, whether before or after the time stated in the notice, shall be deemed equivalent to the giving of such notice.

ARTICLE V – Committees

Section 5.01 Standing or Temporary Committees. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint from among its members one or more standing or temporary committees, each of which shall:

- (a) Consist of two (2) or more directors;
- (b) Be governed by the same rules regarding meetings, action without meetings, notice, and waiver of notice, and quorum and voting requirements as apply to the Board of Directors; and
- (c) To the extent provided in such resolution, have and may exercise the authority of the Board of Directors in the management of the Corporation; provided, however, that the Board of Directors may not delegate its authority, if any, to:
 - (i) amend, alter, or repeal these Bylaws;
 - (ii) elect, appoint, or remove any member of any such committee or any director or officer of the Corporation;
 - (iii) amend the Articles of Incorporation;
 - (iv) adopt a plan of merger or consolidation with another corporation;
 - (v) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the Corporation, not in the ordinary course of business;
 - (vi) authorize the voluntary dissolution of the Corporation or revoke proceedings therefore;
 - (vii) adopt a plan for the distribution of the assets of the Corporation;or

(viii) amend, alter, or repeal any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.

The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it by law. The Board of Directors shall have the power at any time to change the members of any such committee, to fill vacancies, and to discharge any such committee.

Section 5.02 Resignation of Committee Member. Any member of any committee may resign at any time by delivering notice thereof in writing to the President, the Secretary, the or the chairperson of such committee, or by giving such notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.03 Removal of Committee Member. The Board of Directors, by resolution adopted by a majority of the directors in office, may remove from office any member of any committee elected or appointed by it.

ARTICLE VI – Actions By Unanimous Consent in Lieu of Meeting

Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by applicable laws, to be taken at a meeting of the directors of the Corporation or at a meeting of a committee of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken, is executed by all of the directors, or all of the members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consents may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Such consent shall have the same force and effect as a unanimous vote, and may be described as such. Any such consent shall be inserted in the Corporation's minute book as if it were the minutes of a meeting of the Board of Directors, or a committee of the Board of Directors, as the case may be.

ARTICLE VII – Officers, Agents, and Employees

Section 7.01 Officers. The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Other officers and assistant officers may be elected or appointed by the Board of Directors, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board of Directors. Any officer may be assigned by the Board of Directors any additional title that the Board of Directors deems appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Board of Directors in its discretion may elect a chair from amongst its members to serve as chair of the Board of Directors, who, when present shall preside at all meetings of the Board of Directors, and who shall have such other powers as the Board may determine.

Section 7.02 Powers and Duties of Officers. Subject to the control of the Board, and except to the extent limited below, all officers as between themselves and the Corporation shall

have such authority and perform such duties in the management of the property and affairs of the Corporation as may be provided in these Bylaws or by resolution of the Board and, to the extent not so provided, as generally to pertain to their respective offices.

A. President. The President shall be the chief executive officer of the Corporation and, subject to the direction and control of the Board of Directors, shall have general supervision of the business and affairs of the Corporation. Unless a chair of the Board of Directors has been elected, the President shall preside at meetings of the Board of Directors. The President shall sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to him or her by the Board of Directors from time to time.

B. Vice President. The Board of Directors shall elect one or more Vice Presidents who shall assist the President in carrying out the programs of the Corporation. In the event of the death of the President or his or her inability to act, the Vice President (or if there is more than one Vice President, the Vice Presidents in the order designated by the Board of Directors) shall perform the duties of the President, except as may be limited by resolution of the Board of Directors, with all the powers of and subject to all the restrictions upon the President. Vice Presidents shall have, to the extent authorized by the President or the Board of Directors, the same powers as the President to sign deeds, mortgages, bonds, contracts or other instruments. Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or the Board of Directors.

C. Secretary. The Secretary shall be responsible for preparing and maintaining custody of minutes of all meetings of the Board, and for authenticating the records of the Corporation, and shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Corporation, if any; and he or she shall have authority to affix the same to any investment requiring it; and, when so affixed, it may be attested by his or her signature. The Board may give general authority to any officer to affix the seal of the Corporation, if *any*, and to attest the affixing by his or her signature.

D. Treasurer. The Treasurer shall have the custody of, and be responsible for, all funds and securities of the Corporation. He or she shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all money and other valuable property of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board may designate. Whenever required by the Board, the Treasurer shall render a statement of accounts. He or she shall at all reasonable times exhibit the books and accounts to any officer or director of the Corporation, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board, give such bond or security for the faithful

performance of his or her duties as the Board may require, for which he or she shall be reimbursed.

Section 7.03 Election and Term of Office. The officers of the Corporation shall be elected for one (1) year terms by the Board of Directors at its annual meeting. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board of Directors or, if later, until his or her successor is elected.

Section 7.04 Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board of Directors for the unexpired portion of the term or for a new term established by the Board of Directors.

Section 7.05 Resignation. Any officer may resign at any time by delivering written notice to the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed from office, with or without cause, by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 7.07 Compensation; Contract Rights. The salaries, if any, of the officers shall be limited to reasonable compensation for services, as fixed from time to time by the Board of Directors or by any person or persons to whom the Board of Directors has delegated such authority. No officer shall be prevented from receiving a salary by reason of the fact that he or she is a director of the Corporation. Officers may also receive reimbursement for reasonable expenditures incurred on behalf of the Corporation. Election or appointment of an officer shall not of itself create contract rights.

ARTICLE VIII – Miscellaneous

Section 8.01 Corporate Seal. The corporate seal shall be circular in form, shall have the name of the Corporation inscribed thereon and shall contain the words "Corporate Seal" and "District of Columbia" and the year the Corporation was formed in the center, or shall be in such form as may be approved from time to time by the Board.

Section 8.02 Checks, Notes and Contracts. The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

Section 8.03 Books and Records. The Corporation shall keep the following records at its registered office or its principal place of business:

- (a) Current copies of its Articles of Incorporation and Bylaws, as amended;

- (b) Correct and adequate records of accounts and finances;
- (c) A record of members', officers' and directors' names and addresses;
- (d) Minutes of the proceedings of the Board of Directors, and any minutes that may be maintained by committees having any of the authority of the Board of Directors;
- (e) Copies of such documents as may be required to be made publicly available under the Code, including copies of its application for recognition of tax-exempt status on Form 1023 and copies of its Form 990; and
- (f) Such other records as may be necessary or advisable.

Such records may be made available in any manner and by any means permitted under the Act and the Code, as applicable. All books and records of the Corporation shall be open at any reasonable time to inspection by any director.

Section 8.04 Amendment of Bylaws. These Bylaws may be amended or repealed by the affirmative vote of a majority of the directors at any meeting of the Board of Directors pursuant to the provisions herein.

Section 8.05 Loans Prohibited. No loans or advances shall be made by the Corporation to any of its directors or officers.

Section 8.06 Limitation on Liability. No officer, director, committee member or employee of the Corporation shall be personally liable to the Corporation for any monetary damages for his or her act or failure to act under these Bylaws, except to the extent permitted by the Act. If the Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of officers, directors, committee members or employees of the Corporation then the liability of such persons shall be deemed eliminated or limited to the full extent permitted by the Act, as so amended. Any repeal or modification of this Section 8.06 shall not adversely affect any right or protection of an officer, director, committee member or employee of the Corporation with respect to their act or omission occurring prior to such repeal or modification.

Section 8.07 Indemnification and Insurance.

A. Indemnification Rights of Directors, Officers, Employees and Agents. Unless otherwise prohibited by applicable law, the Corporation shall indemnify any officer, director, any former director, or any person who may while a director have served at the Corporation's request as a director or officer of another foreign or domestic corporation, whether for profit or not for profit, and may, by resolution of the Board, indemnify any committee member, employee or agent against any and all expenses and liabilities actually and necessarily incurred by him or her or imposed on him or her in connection with any threatened, pending or completed claim, action, suit, or proceeding (whether civil, criminal, administrative, or investigative, including appeals) to which he or she may be or is made a party by reason of being or having been such director, officer, committee member, employee or agent; subject to the limitation, however, that

there shall be no indemnification in relation to matters as to which he or she shall be adjudged in such claim, action, suit, or proceeding to be guilty of a criminal offense or liable to the Corporation for damages arising out of his or her own gross negligence or willful misconduct in the performance of a duty to the Corporation. The provisions of this Section 8.07 shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof. The indemnification provided by this Section 8.07 shall not be deemed exclusive of any other rights to which such director, officer, committee member, employee or agent may be entitled under any statute, Bylaw, agreement, vote of the Board, or otherwise and shall not restrict the power of the Corporation to make any indemnification permitted by law. Notwithstanding anything herein to the contrary, no indemnification shall be provided under this Section 8.07 if payment of any such amount would result in an excess benefit transaction such that the officer, director, committee member, employee or agent would be subject to the imposition of tax and any applicable correction procedures, including repayment of such amounts, under Section 4958 of the Code or the corresponding provision of any future federal tax law.

B. **Advancement of Expenses.** Amounts paid in indemnification of expenses and liabilities shall include, but shall not be limited to, judgments, penalties, fines, settlements and reasonable expenses actually incurred by such director, officer, committee member, employee or agent. The Corporation shall advance reasonable expenses to, or where appropriate may itself, at its expense, undertake the defense of any director, officer, committee member, employee or agent; provided, however, that such director, officer, committee member, employee or agent shall undertake to repay or to reimburse such expense if it should be ultimately determined that he or she is not entitled to indemnification under this Section.

C. **Insurance.** The Board may authorize the purchase of insurance on behalf of any director, officer, committee member, employee or agent of the Corporation against any liability asserted against or incurred by him or her that arises out of such person's status as a director, officer, committee member, employee or agent or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law.

D. **Severability.** If any part of this Section 8.07 shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

Section 8.08 Mandatory Dissolution. The corporation shall dissolve if the charter for the charter school has been revoked, has not been renewed, or has been voluntarily relinquished; and any assets to be distributed pursuant to a plan under section §38-301.48(3) shall be transferred to the State Education Office of the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships and used solely for educational purposes.

ARTICLE IX – Board of Advisors

The Board of Directors may convene a Board of Advisors. The Board of Advisors shall have such qualifications, serve for such terms and be elected or appointed in such manner as the Board of Directors may prescribe by resolution or amendment to these Bylaws. The Board of Directors may, in carrying out its duties and exercising the powers vested in it by these Bylaws, consult the Board of Advisors at any time and from time to time; provided that, the Board of Advisors (i) shall not possess the rights, powers or duties conferred on directors of the Corporation under the provisions of the Corporation's Articles of Incorporation, these Bylaws, or the Act; and (ii) shall not be vested with authority to direct the actions of the Board of Directors regarding the business and affairs of the Corporation.

3. Charter School Board of Directors Job Description

Board of Directors Job Description

General Responsibilities:

The Board of Directors of the Educare DC Public Charter School (“EDCPCS”) is responsible for EDCPCS’s mission. Working in partnership with Educare executive director, who manages day-to-day operations, the Board of Trustees provides mission-based leadership, executive management oversight, and strategic governance.

Specific Responsibilities:

- Guide the mission of EDCPCS and ensure that all short- and long-term activities of EDCPCS are aligned with the mission
- Participate actively in long-range strategic planning and annual goal setting, serving as a trusted advisor to the executive director in developing and pursuing a strategic direction that allows EDCPCS to create the most effective mission-based educational program
- Establish measurable outcomes and metrics to evaluate the impact and effectiveness of EDCPCS’s educational program, and provide feedback and support to the executive director in order to strengthen programs and services
- Expand EDCPCS’s financial resources, including developing short- and long-term funding strategies and expanding access to sources of contributed income
- Select, oversee, and annually evaluate the performance of the executive director, establishing a clear job description and concrete, measurable performance goals
- Review and approve the annual budget, audits, and other financial reports to ensure that resources are utilized to realize the mission effectively and efficiently
- Act as an ambassador for EDCPCS to enhance its public standing and expand awareness of and participation in the school and its programs
- Establish policies and procedures to ensure that EDCPCS complies with all local, state, and federal laws and regulations
- Identify, recruit, and orient new board members with diverse skill sets to inform and advance the mission and work of EDCPCS
- Participate in annual evaluation of the performance of the entire board and individual board members

Board of Directors Individual Expectations

General Expectations:

Commit and adhere to the duties of care, loyalty and obedience by taking an active and informed role in decision making; operate with the best interests of the Educare DC Public Charter School (“EDCPCS”) in mind; and comply with all applicable laws and regulations. Besides fulfilling the responsibilities listed below, each individual trustee is expected to work collaboratively to fulfill the collective responsibilities of the full board as outlined in the Board of Trustees job description.

Specific Expectations:

- Believe in and be well-informed about EDCPCS’s mission, goals, policies, and programs
- Regularly attend board and committee meetings and actively participate in all meetings

- Thoroughly prepare for meetings by reviewing agendas and supporting materials prior to board and committee meetings
- Be an open-minded team player who considers conflicting opinions and points of view
- Publicly support the collective decisions made by the full board even if decisions conflict with your own opinion or vote
- Serve on committees or task forces
- Sign and adhere to EDCPCS's conflict of interest policy
- Use personal and professional contacts and expertise to benefit EDCPCS
- Make a financial gift to EDCPCS to the best of one's ability
- Participate in annual performance evaluations of the executive director, the full board, and yourself

4. Code of Ethics

Educare DC Public Charter School Code of Conduct and Ethics

Preamble:

Educare DC Public Charter School (“hereafter referred to as EDCPCS”) is committed to maintain the highest level of integrity and the highest standards of ethical conduct in all of its activities and dealings. All of EDCPCS’s employees and volunteers act with honesty, integrity, and openness in all of their dealings as representatives of EDCPCS. It is important for all EDCPCS employees to be aware that both real and apparent conflicts of interests sometimes occur in the course of conducting business on behalf of Educare and that the appearance of conflict can be troublesome even though there is in fact no legal conflict of interest.

Conflicts occur because the many persona associated with EDCPCS should be expected to have, and do in fact generally have multiple interests and affiliations and various positions of responsibility within the community. In these situations, a person will sometimes owe identical duties of loyalty to two or more organizations. Conflicts are undesirable because they potentially place interest of others ahead of EDCPCS’s obligations to children and families. Conflicts are also undesirable because they often reflect adversely upon the person involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivation of the parties. However, the long range best interests of EDCPCS do not require the termination of all associations with persons who may have real or apparent conflicts that are harmless to all individuals or entities involved.

The purpose of the Code of Conduct & Ethics is to provide guidance to EDCPCS staff so that EDCPCS can maintain the highest level of integrity and the highest standards of ethical conduct. Each staff person is urged to review carefully this Code of Conduct & Ethics and make every effort to adhere to it. Certain provisions of this Code of Conduct & Ethics, as indicated, apply only to certain management employees.

Gifts to Directors and Employees:

The acceptance by any director or employee of money, services, or any other thing of value offered by a representative, person, or entity which (1) does business with EDCPCS (or any person or entity having knowledge that they could potentially do business with EDCPCS) or (2) has applied for a grant or potentially could apply for a grant from EDCPCS is prohibited. The offer of any such benefit must be reported immediately to Chair of the Board of Directors.

Notwithstanding the forgoing, it is understood that an officer or employee of EDCPCS may receive unsolicited gifts of value not greater than \$25.00, such as Christmas gifts, from persons doing business with EDCPCS and any gifts of a value greater than \$25.00 are required to be reported to EDCPCS’s General Counsel. It is also expressly understood that this policy does not preclude business meals or normal entertainment on an infrequent basis.

Confidentiality of Information:

EDCPCS’s directors, officers, and employees owe a duty of loyalty to EDCPCS. The duty of loyalty requires each director, officer, and employee of EDCPCS to respect the confidentiality of information gained in the course of Board activities or employment. No director or employee shall

use information received in the course of serving EDCPCS if the personal use of such information would be detrimental in any way to EDCPCS.

Use of EDCPCS's Services, Property or Facilities for Personal Purposes:

Directors, officers, and employees shall make use of EDCPCS's services, property or facilities in accordance with EDCPCS's services policies and procedures or Property Use Policy. No loans may be made to directors.

Internal Revenue Code Section 501(c) (3) prohibits any EDCPCS asset from being used primarily to benefit an individual. The Board must determine, in consultation with General Counsel, what the benefit is to EDCPCS before an activity or transaction may be implemented and the minutes should reflect the benefits of the activity or transaction. If the Board determines that the primary benefit is to an individual, and that the activity or transaction does not benefit EDCPCS, the activity or transaction should not be implemented. Three types of excess benefit transactions are covered by the IRS:

- Non-fair market value transaction with disqualified persons (including Board members).
- The payment of unreasonable compensation to a disqualified person.
- Revenue sharing transaction. For example, EDCPCS pledges a future revenue stream from a particular activity to a disqualified person.

For the purposes of the excess benefit transaction, a "disqualified person" includes any person who exercises "substantial influence" over EDCPCS. These individuals include:

- Directors, Chair or Treasurer
- CEO, COO or CFO; and,
- Management Personnel

Disqualified persons also include any family members or entities that are controlled by the disqualified persons. For these purposes an entity is controlled if an individual owns 35% or more of the entity.

Political and Voter Registration Activities:

No director, officer, or employee of EDCPCS in the name of EDCPCS or under the color of the official capacity or authority of EDCPCS while on duty at EDCPCS, on EDCPCS's premises or using EDCPCS's resources shall:

- Participate or become actively involved in any political campaign or in any other type of political activity; or,
- Provide financial support for, or make contributions to or for the benefit of any political candidate, political party, or political action committee or provide financial support for or make contributions in support of any other political objective; or,
- Participate in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity.

In general, employees of EDCPCS may not engage in the following activities at any time or place, including off-duty hours, during leave of any type (including unpaid leave), and off of EDCPCS's premises:

- Be a candidate for public office in a partisan election (including primaries)

- Use official authority or influence to interfere with or affect the results of an election or nomination for office, and
- Directly or indirectly coerce, attempt to coerce, command or advise any employee of EDCPCS or other Community Action or Head Start Agencies to make political contributions, or request such contributions from EDCPCS employees whom they supervise.

EDCPCS may not engage in the following activities:

- Participate or intervene in a political campaign on behalf or in opposition to any candidate for public office. EDCPCS employees should scrupulously avoid identification of EDCPCS with, or use of its funds or resources for, such activity.
- Use of funds to make contributions to political campaigns, political parties or political action committees.

EDCPCS may under certain conditions conduct limited activities designed to educate, but not influence voters, such as neutral candidate forums or voter guides, but only if they are carried out by EDCPCS programs or employees not funded by Head Start and receive the prior approval of the EDCPCS Executive Director.

Notwithstanding the foregoing, EDCPCS recognizes that each of directors, officers, and employees has the right as a citizen to become involved in his or her individual capacity in the political process in the District of Columbia and on a national and local basis. Any such participation or involvement by any person in a political campaign or other type of political activity or any contribution to or any other financial support of a political candidate or any other type of political contribution or support only be carried on or provided in an individual capacity.

Compliance with Code of Conduct & Ethics:

Each director, officer and employee of EDCPCS shall receive a copy of the Code of Conduct & Ethics. Each such person shall be required to complete the disclosure statement and also shall certify that he or she has read the Code and agrees to comply with all standards and requirements set forth herein.

Failure to Comply:

Failure to comply with the standards and requirements set forth herein may result in disciplinary action up to and including dismissal or removal as a Director in accordance with EDCPCS By laws.

5. Conversion Endorsement Certification

Public Charter School Conversion Application General Information Sent to Teachers

Dear Educare Washington, DC Teachers:

On March 3, 2014, Educare of Washington, DC will submit a public charter school application to the DC Public Charter School Board. More specifically, the public charter school application will be a conversion application, since Educare of Washington, DC is seeking to convert its existing private school to a public charter school.

The proposed public charter school will serve students aged 3 to 5 in two grades: Pre-Kindergarten 3 and Pre-Kindergarten 4. Collectively the school will educate 119 children annually in 7 classrooms with 17 students each.

The proposed public charter school will strive to achieve the existing mission of Educare of Washington, DC, which is to help young children grow up safe, healthy and eager to learn by creating, providing and promoting the highest quality outcome-based learning environments for children (ages prenatal to 5 years) and their families who are at-risk for school failure.

The proposed public charter school will be housed at Educare Washington DC's current building located at 640 Anacostia Avenue, NE Washington, DC 20019-150.

Educare DC will incorporate a separate 501c3 corporation, Educare DC Charter School, to run the charter school. After the conversion, some staff members of Educare DC will become employees of Educare DC Charter School; however, it is anticipated that the same policies and procedures will guide employee at Educare DC will also guide employment at Educare DC Charter School.

Public Charter School Conversion Application General Information Sent to Parents

Dear Educare Washington, DC Parents:

On March 3, 2014, Educare of Washington, DC will submit a public charter school application to the DC Public Charter School Board. More specifically, the public charter school application will be a conversion application, since Educare of Washington, DC is seeking to convert its existing private school to a public charter school.

The proposed public charter school will serve students aged 3 to 5 in two grades: Pre-Kindergarten 3 and Pre-Kindergarten 4. Collectively the school will educate 119 children annually in 7 classrooms with 17 students each.

The proposed public charter school will strive to achieve the existing mission of Educare of Washington, DC, which is to help young children grow up safe, healthy and eager to learn by creating, providing and promoting the highest quality outcome-based learning environments for children (ages prenatal to 5 years) and their families who are at-risk for school failure.

The proposed public charter school will be housed at Educare Washington DC's current building located at 640 Anacostia Avenue, NE Washington, DC 20019-150.

In addition to this letter current, parents were updated on the charter conversion application at meetings held at Educare DC on January 30, 2014 and January 31, 2014. Sign in sheets (attached) reflect that 59 parents attended the meetings.

Educare DC Teacher Roster		
Last	First	Position
Badgett	Joanne	Preschool Teacher Assistant
Berry	Jamal	Infant Toddler Master Teacher
Bryan	Damicka	Infant Toddler Teachers Aide
Cassell	Candice	Infant Toddler Teachers Aide
Drake	Charese	Preschool Teacher Aide
Epps	Marilyn	Preschool Teacher Assistant
Fernanders	Jameelah	Infant Toddler Assistant Teacher
Flythe	Joelle	Infant Toddler Teachers Aide
Hall-Cooper	CreCynthia	Preschool Teacher Assistant
Hoffler	Lorene	Preschool Lead Teacher
Ingram	Sharon	Preschool Teacher Assistant
Irby	Karen	Infant Toddler Lead Teacher
Jackson	Jaki	Infant Toddler Assistant Teacher
Johnson	Torri	Infant Toddler Assistant Teacher
Jones	Felicia	Preschool Teacher Assistant
Manangan	Stephen	Preschool Lead Teacher
McCall	Lauren	Infant Toddler Teachers Aide
Mosby	Michele	Preschool Lead Teacher
Muse	Latonya	Infant Toddler Assistant Teacher
Palmer	Bernadette	Infant Toddler Assistant Teacher
Pollard	Veronica	Infant Toddler Lead Teacher
Ruffin	Morgan	Infant Toddler Lead Teacher
Savage	India	Infant Toddler Assistant Teacher
Sellman	Samuellyn	Preschool Lead Teacher
Smith	Dawn	Preschool Master Teacher
Sorge	Mandy	Infant Toddler Lead Teacher
Stimpson	Katherine	Infant Toddler Lead Teacher
Thompson	Shavalle	Preschool Teacher Assistant
Tisdale-Sloan	Kelly	Infant Toddler Lead Teacher
Trecho	Janice	Preschool Lead Teacher
Ward	Shelly	Infant Toddler Teachers Aide
Washington	Danay	Infant Toddler Master Teacher
Wilkins	Iola	Infant Toddler Teachers Aide
Williams	Althea	Preschool Teacher Aide-FLOATER
Wright	Jannice	Infant Toddler Assistant Teacher
Yates	Tyonna	Infant Toddler Teachers Aide-FLOATER

6. Discipline Policy

Educare DC Public Charter School Discipline Policy

The school has a set daily routine but allows for flexibility. Clear guidelines are provided so that children know what is expected of them. Limits that relate to safety and the protection of self, others, and the environment are clear and enforced consistently in a positive way. Children are given time to respond to expectations.

Teachers may use a variety of strategies, depending on the child and the situation, to include, but not limited to:

- gaining a child's attention,
- staying in close proximity to the child,
- reminding,
- acknowledging feelings before setting limits,
- redirecting or diverting,
- age-appropriate choices, and
- natural consequences

All children are treated with respect. Children are not disciplined in a punitive manner. The school's goal is to encourage children to develop respect, self-control, self-confidence, and sensitivity in their social interactions during their time at Educare.

The child will be verbally warned and the aggressor redirected. Staff will assess the situation and discuss what happened with all parties involved. Parents of each child will be notified. If necessary, the aggressor will be redirected to a quiet activity.

Ensuring the safety of all children is Educare's first priority. If, at any time, a child's behavior presents a danger to him/her or others, and does not respond to staff interventions or support, the school will contact a parent or guardian to pick him/her up.

Action to Prevent/Correct Negative Behavior:

- modeling appropriate behavior in actions and words
- being consistent with expectations and rules
- stating directions in a clear and positive manner
- using positive reinforcement of appropriate behavior
- providing age appropriate toys and activities—avoiding boredom and conflict
- redirecting children to an alternative activity
- removing the child for a short time (until the child regains self-control)
- verbally discussing children's behavior and how conflicts can be solved

The Educare DC Public Charter School teaching staff also will utilize elements of a Conflict Resolution Model. This aims to teach children about character, as well as, working cooperatively and respecting and valuing the feelings of others.

Aggressive behavior is described as:

- verbal abuse towards children and/or staff
- any behavior that may result in physical harm to oneself, other children, and/or staff
- repeated disruption of daily routine

All of the following methods of interacting with children in care are prohibited:

- physical force or any other form of corporal punishment, including spanking, pinching, and/or hitting
- physical restraint or restricting a child's movement by binding or tying them
- using mental or emotional stress as a means to discipline a child
- denying a child of meals, snacks, rest, or necessary toilet use
- isolation (meaning an area where they will be alone without supervision)

7. Facility-related Documents

GROUND LEASE AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA,

AS LANDLORD

AND

BOUNCE DC,

AS TENANT

DATE: OCTOBER 7, 2010

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GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "**Lease**") is made as of the 7th day of October, 2010, by and between the **DISTRICT OF COLUMBIA**, a municipal corporation by and through its District of Columbia Public Schools ("**DCPS**") agency ("**Landlord**"), and **BOUNCE DC**, a not for profit District of Columbia corporation ("**Tenant**").

IN CONSIDERATION of the payments of rents and other charges provided for herein and the covenants and conditions hereinafter set forth, Landlord and Tenant hereby covenant and agree as follows:

ARTICLE I.

REFERENCE PROVISIONS, DEFINITIONS AND EXHIBITS

As used in this Lease, the following terms shall have the meanings set forth in Sections 1.01 and 1.02 below.

Section 1.01. Reference Provisions.

A. **Leased Premises:** A portion of that certain real property located at 650 Anacostia Avenue, N.E., Washington, D.C. 20019, with the particular parcel to be leased being adjacent to the school commonly known as the Neval Thomas Elementary School, and more particularly described by the legal description attached hereto as **Exhibit "A-1"** and made a part hereof, and on the survey prepared by Wiles Mensch Corporation (the "**Survey**") attached hereto as **Exhibit "A-2"** and made a part hereof, together with all buildings and improvements now or hereafter erected, constructed or placed thereon, including an approximately thirty thousand (30,000) square foot building (the "**Building**") to be constructed by Tenant, in substantial accordance with the terms and provisions of **Exhibit "B"** of this Lease. The Leased Premises for all purposes of this Lease shall be deemed to include the Building and the underlying land and all improvements situated thereon and consists of approximately eighty-four thousand seven hundred ninety-one (84,791) square feet of land, as further depicted on the Survey (the "**Land**"). Landlord and Tenant agree that Tenant is having the Survey prepared at its expense for this Leased Premises which Survey will be completed within sixty (60) days from the date hereof and will be attached to this Lease as **Exhibit A-3**.

B. **Existing School Facility:** The Neval Thomas Elementary School.

C. **Date of Lease:** The date set forth on page 1 above. On such date, all rights and obligations of the parties under this Lease shall commence.

D. **Term:** Ninety-nine (99) Lease Years.

E. **Commencement Date:** The date that this Lease is fully executed by the parties hereto.

F. **Termination Date:** The last day of the Term, or any earlier date on which this Lease is terminated in accordance with the provisions hereof.

G. **Completion Date:** On or before January 31, 2012.

H. **Minimum Rent:** It is the express understanding and agreement of Landlord and Tenant that the Rent due and payable hereunder shall be One Dollar (\$1.00) per year, absolutely net to Landlord, so that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises shall be paid by Tenant (including real estate and possessory taxes assessed against the Leased Premises, water and sewer use fees, insurance premiums and utility expenses, and any and all operating, maintenance and repair costs of the Leased Premises and all improvements situated thereon). Notwithstanding anything to the contrary herein, Tenant, at its sole option, may prepay, in whole or in part, the Minimum Rent due under this Lease. In the event of prepayment, Landlord will provide a written acknowledgement of receipt of all of the Minimum Rent.

I. **Penalty Rent:** A per diem amount based on an annual Penalty Rent equal to ten percent (10%) of the then appraised value of the Leased Premises.

J. **Permitted Use:** The Leased Premises shall be used solely for: (i) educational purposes, including without limitation, the construction and operation of a facility, to include early childhood education for pre-school programs, and related administrative uses; or (ii) use by a Transferee approved by Landlord pursuant to the Article XV below.

K. **Fee Owner:** The United States of America by and through the National Park Service.

L. **Rent Payments:** The rent payments due herein shall be made payable to Landlord at: District of Columbia Public Schools, 1200 First Street, N.W., 12th Floor, Washington, D.C. 20002.

M. **Notice Addresses:**

FOR THE LANDLORD: District of Columbia Public Schools
825 North Capitol Street, N.E.
Suite 9076
Washington, DC 20002
Attn: General Counsel

With copy to: Office of the Attorney General for the
District of Columbia
1100 15th Street, N.W., Suite 800
Washington, D.C. 20005
Attn: Deputy of Commercial Division

FOR TENANT: Bounce DC
c/o Ounce of Prevention Fund
33 W. Monroe Street, Suite 2400
Chicago, Illinois 60603
Attn: Executive Director

And

Buffett Early Childhood Fund
3555 Farnam
Omaha, Nebraska 68131
Attn: Daniel J. Pedersen, President

With copy to: K&L Gates LLP
1601 K Street, N.W.
Washington, DC 20006
Attn: Edward A. Bloom, Esq.

N. **Exhibits:** The exhibits listed below are attached to this Lease and are hereby incorporated in and made a part of this Lease. Any conflict or ambiguity between the Exhibits and this Lease shall be resolved in favor of this Lease, as may be amended.

Exhibit A-1	Legal Description of the Leased Premises
Exhibit A-2	Survey
Exhibit B	Improvements
Exhibit B-1	Improvements Schedule
Exhibit B-2	Playground Location
Exhibit C	Parking Lot Easement

Section 1.02. Definitions.

A. **Additional Rent:** All sums payable by Tenant to Landlord under this Lease, other than Minimum Rent.

B. **BOMA Measurement Standard:** The Building Owners and Managers Association Standard Method for Measuring Floor Area in Office Buildings (BOMA/ANSI Z65.1-1996) for rentable floor area (i.e. Tenant's gross square footage of the entire building floor, minus the elevator core, flues, pipe shafts, vertical ducts, balconies, stairwell areas, and other similar columns and projections).

C. **Business Day:** Monday through Friday, other than (i) holidays recognized by the District of Columbia or the federal government, (ii) days on which the District of Columbia or federal government closes for business as a result of severe inclement weather or a declared emergency and (iii) days on which public schools are closed in the District of Columbia.

D. **Completion or Completed:** The receipt by Tenant of a Certificate of Occupancy for the Building.

E. **Excused Periods:** Periods during which the failure of Tenant to conduct the operations of its business in the Leased Premises for the Permitted Use: (x) resulted from alterations or renovations being diligently performed in and to the Leased Premises in accordance with the terms of this Lease, (y) was caused by damage or destruction, eminent domain proceedings or actions, or Force Majeure, or (z) when the District of Columbia Public Schools are closed due to weather, vacations, weekends, holidays, or an emergency.

F. **Floor Area:** The actual number of rentable square feet of space contained on all floors within any building in the Leased Premises and measured pursuant to and in accordance with the BOMA Standard of Measurement.

G. **Force Majeure:** Any delays caused by strikes, lockouts or other labor or industrial disturbance, shortage or unavailability of materials, utilities or labor, civil disturbance, orders of any government, court or regulatory body claiming jurisdiction, exercise of police power, act of the public enemy, riot, war, sabotage, blockage, embargo, acts of God, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, casualty damage or any similar cause beyond the reasonable control of Tenant or Landlord.

H. **Governmental Authority:** Any and all federal or District of Columbia governmental or quasi-governmental board, agency, authority, department or body having jurisdiction over any or all of the Leased Premises.

I. **Green Building Requirements:** All requirements of Title 6, Chapter 14A of the District of Columbia Code entitled "**Green Building Requirements.**"

J. **Hazardous Material Laws:** All federal, state and local laws, statutes, ordinances and regulations including the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Resource Conservation & Recovery Act (42 U.S.C. Section 6901 et seq.), the Safe Drinking Water Act (42 U.S.C. Section 3000 [f] et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), and comparable state laws relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable materials, explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes which are or become regulated as hazardous or toxic under any federal, state or local laws, statutes, ordinances or regulations (collectively, “**Hazardous Materials**”).

K. **Improvements:** The work to be performed by Tenant pursuant to the terms and provisions of **Exhibit “B”** of this Lease.

L. **Interest:** A rate per annum of the lesser of (i) ten percent (10%) or (ii) the maximum permitted by law.

M. **Laws:** All federal and District of Columbia laws, statutes, codes, ordinances, regulations, rules, licenses, permits, variances, governmental orders, and Governmental Approvals including Hazardous Material Laws and Green Building Requirements which relate to or are applicable to the Leased Premises or the use, occupancy or control thereof or the conduct of any business thereon, including those relating to the making, or requiring the making, of any additions, changes, repairs or improvements, structural or otherwise, to or of the Leased Premises, or any portion thereof.

N. **Landlord’s Indemnitees:** Landlord, and the officers, directors, agents and employees of, Landlord.

O. **Tenant Indemnitees:** Tenant, and the officers, directors, members, shareholders, agents and employees of, Tenant.

P. **Lease Year:** Each twelve (12) month period beginning with the Commencement Date, and each anniversary thereof, provided the Commencement Date occurs on the first day of a month. If the Commencement Date occurs on a day other than the first day of a month, then the first Lease Year shall begin on the first day of the month following the Commencement Date.

Q. **Partial Lease Year:** Any period during the Term which is less than a full Lease Year.

R. **Person**: An individual, firm, partnership, association, corporation, limited liability company or any other entity.

S. **Punch List Items**: Such minor items of a cosmetic nature which, when considered as a whole, do not adversely affect Tenant's ability to conduct its normal business operations in the Leased Premise for the Permitted Use and the absence of which would not result in the Leased Premises being ineligible for a certificate of occupancy, and such other items that are otherwise of the scope and nature as the term "**Punch List**" is commonly understood in the Washington, D.C. construction industry.

T. **Rent**: Minimum Rent plus Additional Rent.

U. **Survey**: That certain Survey of the Land prepared by Wiles Mensch Corporation attached hereto as **Exhibit "A-2"**.

V. **Tax Year**: The period designated as the tax year by the District of Columbia.

W. **Taxes**: Any and all real estate taxes and assessments (whether general or special) that are levied or assessed by any lawful authority on the Leased Premises and on all improvements thereon including without limitation all ad valorem, possessory and other taxes, assessments, business improvement district fees, water and sewer rents and charges, hook-up and tap-in fees (if any), use and occupancy taxes, development and impact fees, license and permit fees, vault space rent, leasehold taxes or taxes based upon the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent) and any and all other charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed, charged, or become or could become a lien upon the Leased Premises during the Term of this Lease.

ARTICLE II.

LEASED PREMISES

Landlord hereby demises and leases to Tenant, and Tenant hereby rents and leases from Landlord, the Leased Premises hereinafter described subject to all matters affecting title to the Leased Premises as of the date of this Lease and subject to the terms and conditions hereinafter set forth.

ARTICLE III.

TERM

Section 3.01. Term.

The Term shall commence on the Commencement Date and expire on the Termination Date.

Section 3.02. End of Term.

This Lease shall terminate on the Termination Date without the necessity of notice from either Landlord or Tenant. Upon the Termination Date, Tenant shall quit and surrender to Landlord the Leased Premises in good order and condition and in compliance with all Laws, ordinary wear and tear and (without waiving the obligation to restore casualty damage as set forth in Section 11.03) casualty damage excepted and free and clear of all liens and encumbrances other than such exceptions as Landlord shall have created or previously consented to in writing; and shall surrender to Landlord all keys to or for the Leased Premises, together with any keys and key codes to the Building. Upon such expiration or earlier termination of this Lease, title to the Improvements (if not already vested in Landlord) shall automatically vest in Landlord (other than trade fixtures owned by Tenant or any subtenant or assignee except as otherwise set forth herein) without the execution of any further instrument; provided, however, that Tenant covenants and agrees, upon the expiration or earlier termination of this Lease and within ten (10) Business Days of Landlord's request therefore, to execute and acknowledge such appropriate documentation as may be reasonably requested by Landlord to transfer title to the Improvements to Landlord and to acknowledge that title thereto is vested in Landlord.

Section 3.03. Holding Over.

If Tenant fails to vacate the Leased Premises on the Termination Date, Landlord shall have the benefit of all provisions of law respecting the speedy recovery of possession of the Leased Premises (whether by summary proceedings or otherwise). In addition to and not in limitation of the foregoing, occupancy subsequent to the Termination Date ("**Holdover Occupancy**") shall be a tenancy at will. Holdover Occupancy shall be subject to all terms, covenants, and conditions of this Lease (including those requiring payment of Additional Rent), except that the Minimum Rent for each day that Tenant holds over ("**Holdover Minimum Rent**") shall be equal to the Penalty Rent.

ARTICLE IV.

USE AND OPERATION OF THE LEASED PREMISES

Section 4.01. Continuous Operation by Tenant and Opening Covenant.

A. Tenant shall (i) open the Leased Premises for the Permitted Use the later of (a) on or before the beginning of the next commencing school year following Completion or (b) within thirty (30) days of the Completion Date; (ii) employ reputable business standards and practices; and (iii) except for Excused Periods, operate the entire Leased Premises for the Permitted Use continuously and uninterruptedly during the Term during all Business Days.

B. If Tenant violates this Section 4.01, then Tenant shall pay to Landlord, upon demand, in addition to other Rent and not as a penalty, liquidated damages in an amount equal to one hundred percent (100%) of the Penalty Rent per day for each and every day that such violation continues. Payment of such sums is intended to be only a partial and temporary remedy for Landlord during the continuance of such violation, and shall not relieve Tenant of any obligation under this Lease, excuse any default or waive Landlord's other remedies therefore. Tenant acknowledges and agrees that if it breaches Section 4.01.A., Landlord shall be deprived of an important right under this Lease, and as a result thereof will suffer damages in an amount which is not readily ascertainable, and that the foregoing is a reasonable and equitable determination of the actual damages Landlord shall suffer as a result of Tenant's breach.

Section 4.02. Use.

Tenant shall use the Leased Premises solely for the Permitted Use and Tenant shall not use the Leased Premises or permit the Leased Premises to be used, for any other purpose whatsoever without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed. Tenant shall, at Tenant's sole cost and expense, comply with all Laws affecting the Leased Premises including the making of any and all alterations or other improvements to the Leased Premises as are required by Laws. In no event shall Tenant use, occupy, alter or perform any activities within the Leased Premises in a manner or for purposes which are prohibited by zoning or similar laws or regulations, or declarations, covenants, conditions, limitations, easements or restrictions now or hereafter of record which are applicable to the Leased Premises. Landlord represents and warrants that to its knowledge the Land may be used for educational purposes.

Section 4.03. Signs.

A. Tenant may erect signage on the Leased Premises with its name and logo and the name and logo of any facility being operated at the Leased Premises. All such signage must comply with applicable laws and governmental Codes. Tenant will be responsible for obtaining any permits and licenses required in connection with any signage and shall be fully responsible for the installation and maintenance thereof.

B. Landlord shall have the right, upon notice to Tenant and at Tenant's sole risk and expense, to remove any items which are in violation of the provisions of this Section 4.03. Tenant shall maintain all Signs in first class condition, operating order and repair at all times. Tenant shall repair any Signs that have been damaged within ten (10) days after such damage occurs. If Tenant fails to repair any of its Signs as specified above, and such failure continues for a period of three (3) business days following receipt of notice from Landlord, Landlord shall have the right to make such repairs at Tenant's sole cost and expense.

ARTICLE V.

RENT

Section 5.01. Rent Payable.

A. Tenant shall pay all Rent to Landlord, without prior notice or demand and without offset, deduction or counterclaim whatsoever, in the amounts, at the rates and times set forth herein, and at such place as is provided in Section 1.01, or at such other place as Landlord may from time to time designate by notice to Tenant.

B. If Tenant fails to make any payment of Rent within ten (10) days from the date that such Rent is due, and such Rent is not then paid within five (5) days after notice, Tenant shall pay Landlord an amount equal to the Penalty Rent. Payment of such late charge shall not excuse or waive the late payment of Rent. Tenant acknowledges and agrees that such late charge is a reasonable estimate of the damages as a result of Tenant's violations of this Section 5.01.B. and that it would be impracticable or extremely difficult to determine Landlord's actual damages.

C. Any payment by Tenant of less than the total Rent due shall be treated as a payment on account. Acceptance of any check bearing an endorsement, or accompanied by a letter stating that such amount constitutes "payment in full" (or terms of similar import) shall not be an accord and satisfaction or a novation, and such statement shall be given no effect. Landlord may accept any check without prejudice to any rights or remedies which Landlord may have against Tenant.

D. For any portion of a calendar month at the beginning of the Term, Tenant shall pay in advance the pro-rated amount of the Rent for each day included in such portion of the month.

Section 5.02. Payment of Minimum Rent.

Unless prepaid, Tenant shall pay Landlord the Minimum Rent on the first day of each calendar year thereafter throughout the Term.

Section 5.03. Taxes.

A. Tenant shall provide to Landlord official receipts or other evidence satisfactory to Landlord evidencing the payment of all Taxes for which Tenant is liable pursuant to this Lease.

B. Taxes shall not include personal income taxes, personal property taxes, inheritance taxes, or franchise taxes levied against the Landlord, and not directly against said property, even though such taxes might become a lien against said property.

Section 5.04. Payment of Taxes.

A. Commencing on the Commencement Date, Tenant covenants and agrees to pay, upon the same first becoming due and payable, before any penalty, fine, interest or cost would become payable thereon for non-payment, any and all Taxes applicable to or assessed against the Leased Premises (which is deemed to include the land and all improvements situated thereon) which Tenant is required to pay. Tenant shall timely pay all such Taxes to be paid by it directly to the appropriate authority.

B. Notwithstanding the foregoing, Tenant shall not be responsible for any Taxes charged against or imposed on all or any portion of the Leased Premises which accrued prior to the Commencement Date. All Taxes for the Tax Year in which the Term of this Lease commences, as well as during the year in which the Term expires, shall be apportioned so that the Tenant shall pay its proportionate share of the Taxes which are payable in the year in which the Term commences and in the year in which the Term expires, and Landlord shall pay its proportionate part for all Taxes which accrued prior to the Commencement Date or accrued subsequent to the Termination Date. Any sum payable by Tenant, as provided in this Article V, which would not otherwise be due until after the Termination Date (but attributable to the period of time preceding such Termination Date), shall be paid by Tenant to Landlord on or before the Termination Date.

C. Where any Taxes are permitted by applicable law to be paid in installments, Tenant may pay Taxes in installments as and when such installments become due; provided, however, that the amount of all installments of any such

Taxes which are to become due and payable after the Termination Date shall not be apportioned (except as provided in Section 5.04.B hereof).

D. If any Taxes are to be paid by Tenant, Tenant may, at Tenant's sole cost and expense, contest in good faith and diligently any Taxes to the extent permitted by applicable laws; provided that Tenant shall pay all such Taxes prior to the imposition of any penalties, fees or other liabilities in connection therewith if required to do so by applicable law in order to contest same or shall have furnished a good and sufficient bond or surety reasonably satisfactory to Landlord or, at Tenant's option, deposited with Landlord the amount of the item so contested (or, where permitted by law, paid the same under protest), together with such additional sums as may reasonably be required to cover interest or penalties accrued or to accrue on any such item or items.

E. Notwithstanding anything herein to the contrary, under current applicable regulations, so long as the Leased Premises are used for educational purposes, the Leased Premises will be exempt from any real property taxes and Tenant will have no obligation to pay any real property taxes associated with the Leased Premises. To the extent reasonably possible, Landlord will obtain any and all necessary exemptions so no real property taxes (and similar taxes) are assessed against the Leased Premises.

Section 5.05. Taxes on Tenant's Personal Property.

Subject to the provisions of Section 5.04.E above, Tenant shall pay all governmental taxes, charges, fees and assessments applicable to Tenant's Property (as hereinafter defined in Section 9.05 of this Lease) and Tenant's Rent obligation before they become delinquent.

ARTICLE VI.

NET LEASE

Section 6.01. Triple Net Lease.

This is a triple net lease and Landlord shall not be required to provide or pay for any services or do any act or thing with respect to the Leased Premises or the appurtenances thereto, except as may be specifically provided herein, and the Rent shall be paid to Landlord without any claim on the part of Tenant for diminution, set off or abatement, and nothing shall suspend, abate or reduce any Rent to be paid hereunder, except as otherwise specifically provided in this Lease.

ARTICLE VII.

UTILITIES

Section 7.01. Utility Charges.

A. Tenant shall pay for all water, gas, electricity, telephone, sewer, heat, steam, fuel, and all other services and utilities of every kind and nature supplied to the Leased Premises from and after the Commencement Date. Tenant shall be solely responsible for the connection, hook-up, and tap-ins to utility lines, and arrangements for utility service, including the payment of all impact fees, deposits, fees and all other charges and costs incurred in connection therewith. Landlord will reasonably cooperate, if necessary, with Tenant in securing utility hook-ups and service.

ARTICLE VIII.

INDEMNITY AND INSURANCE

Section 8.01. Indemnity.

A. Except as otherwise provided in this Section, Tenant agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend Landlord's Indemnitees from and against any and all claims, losses, actions, damages, liabilities and expenses (including reasonable attorneys' fees and disbursements) that arise from or are in connection with (i) Tenant's possession, use, occupancy, management, repair, maintenance or control of all or any part of the Leased Premises, the making or removal of alterations or improvements to the Leased Premises and the performance of all related construction work, or that relate in any manner to the business conducted by Tenant in the Leased Premises, (ii) any willful or negligent act or omission of Tenant or its agents, employees or contractors in the Leased Premises, (iii) any injury or death to individuals or damage to any property sustained within the Leased Premises, or (iv) a Default by Tenant under this Lease not due to the fault of a Landlord's Indemnitee. Landlord may, at its option, require Tenant to assume Landlord's defense in any action covered by this Section 8.01.A. through counsel reasonably satisfactory to Landlord. Tenant shall not be obligated to indemnify Landlord's Indemnitees against loss, liability, damage, cost or expense arising out of the willful or negligent acts or omissions of Landlord's Indemnitees. The terms and provisions of this Section 8.01 shall survive the termination of this Lease, in respect of matters arising from acts, omissions or neglect occurring prior thereto for the period afforded to Landlord's Indemnitees under the applicable statute of limitations.

B. Notwithstanding the foregoing, the indemnifications and defense obligations by Tenant under this Lease shall not cover, and Tenant shall not be

liable for, any consequential damages, indirect losses, loss of value, temporary loss of business, lost profits, or lost opportunity damages at or arising from the Leased Premises suffered by Landlord's Indemnitees (excluding Rent and Additional Rent due hereunder).

Section 8.02. Landlord Not Responsible for Acts of Others.

The Commencement Date, Tenant is and shall be in exclusive control and possession of the Leased Premises, and Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the Leased Premises, or for any injury or damage to any property of any tenant, lessee, business invitee, guest, or licensee of Tenant. Landlord's Indemnitees shall not be liable for, and Tenant waives all claims for, loss or damage to Tenant's business or injury or damage to Person or property sustained by Tenant, or any Person claiming by, through or under Tenant, resulting from any accident or occurrence in, on, or about the Leased Premises, including claims for loss, theft, injury or damage resulting from: (i) any equipment or appurtenances being or becoming out of repair; (ii) wind, weather, earthquake or other act of God; (iii) any defect in or failure to operate any sprinkler, HVAC equipment, electric wiring, gas, water or steam pipe, stair, railing or walk; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the escape of gas, steam or water; (vii) water, snow or ice being upon the Leased Premises or coming into the Leased Premises; (viii) the falling of any fixture, plaster, tile, stucco or other material; and (ix) any act, omission or negligence of other tenants, guests, invitees, licensees of Tenant or of Leased Premises or any other Persons including occupants of adjoining or contiguous buildings, owners of adjacent or contiguous property, or the public but exclusive of Landlord's Indemnitees.

Section 8.03. Tenant's Insurance.

Tenant, at its sole cost and expense, shall keep the Leased Premises, the Building and all improvements, trade fixtures, machinery, equipment and personal property located thereon insured during the Term against loss or damage by fire, windstorm, mold, hazard, theft, vandalism, malicious mischief and sprinkler leakage, and such other insurable risks as Landlord may reasonably determine from time to time for no less than an amount equal to their replacement cost, without deduction for depreciation, which replacement cost shall be determined, at Tenant's sole cost, at annual intervals by one or more of the insurers or by an architect, contractor, or appraiser selected by Tenant and approved by Landlord. Commencing on the Commencement Date and at all times thereafter, Tenant shall carry and maintain, at its sole cost and expense:

A. Commercial General Liability Insurance (ISO form or equivalent) naming Tenant as the named insured and Landlord as an additional insured, protecting Tenant and the additional insured against liability for bodily injury,

death and property damage occurring upon or in the Leased Premises, with a minimum combined single limit of Two Million Dollars (\$2,000,000.00) and a general aggregate limit of Five Million Dollars (\$5,000,000.00).

B. "All Risks" or "Special Form" property insurance covering the Building, the Leasehold Improvements and Tenant's Property (as defined in Section 9.05 below) written for at least the full replacement cost with a deductible of not more than One Thousand Dollars (\$1,000.00).

C. Appropriate workmen's compensation insurance, flood insurance (if the Leased Premises are determined to be within a flood hazard area) and such other policies of insurance covering other insurable perils which are customarily insured against in the case of comparable properties in the District of Columbia and in such amounts as may from time to time be reasonably required by Landlord or as may be required by law.

D. Appropriate employer's liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence/Five Million Dollars (\$5,000,000.00) aggregate.

E. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Lease, the amount of such coverage shall be subject to Landlord's review every two years for the Term of this Lease. In the event Landlord, in its reasonable discretion (based on similar buildings in the vicinity of the Leased Premises), deems the coverage required under this Section insufficient after any such two-year review, Tenant shall increase the amount or type of coverage required hereby by Landlord.

Section 8.04. Tenant's Contractor's Insurance.

Tenant shall cause any contractor performing work on the Leased Premises to obtain, carry and maintain, at no expense to Landlord: (i) worker's compensation insurance and employer's liability insurance as required by the District of Columbia; (ii) builder's risk insurance with a deductible no greater than Ten Thousand Dollars (\$10,000.00), in the amount of the full replacement cost of the Building, Tenant's Property and the Leasehold Improvements; (iii) Commercial General Liability Insurance providing on an occurrence basis a minimum combined single limit of Two Million Dollars (\$2,000,000.00) per occurrence (and Four Million Dollars (\$4,000,000.00) general aggregate, if applicable); and (iv) business automobile liability insurance including the ownership, maintenance and operation of the automotive equipment, owned, hired and non-owned coverage with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) for bodily injury and property damage. If the contractor fails to acquire such insurance, Tenant shall provide such insurance (except worker's compensation insurance and employer's liability) at its sole cost and expense.

Section 8.05. Policy Requirements.

Any company writing any insurance which Tenant is required to maintain or cause to be maintained under Sections 8.03 and 8.04 as well as any other insurance pertaining to the Leased Premises or the operation of Tenant's business therein (all such insurance being referred to as "**Tenant's Insurance**") shall at all times be licensed and qualified to do business in the District of Columbia and shall have received an A- or better (and be in a financial size category of class VII or higher) rating by the latest edition of A.M. Best's Insurance Rating Service. All of Tenant's Insurance may be carried under a blanket policy covering the Leased Premises and any other location of Tenant, if (i) the coverage afforded Landlord and any designees of Landlord shall not be reduced or otherwise adversely affected, and (ii) such blanket policy allocates to the properties and liabilities to be insured under this Article VIII an amount not less than the amount of insurance required to be covered pursuant to this Article VIII, so that the proceeds of such insurance shall not be less than the proceeds that would be available if Tenant were insured under a unitary policy. All policies of Tenant's Insurance shall contain endorsements requiring the insurer(s) to give to all additional insureds at least thirty (30) days' advance notice of any material reduction, cancellation, termination or non-renewal of said insurance. Tenant shall be solely responsible for payment of premiums for all of Tenant's Insurance. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time Tenant's Insurance is first required to be carried by Tenant, and upon renewals at least fifteen (15) days prior to the expiration of the term of any such insurance policy, a certificate of insurance of all policies procured by Tenant in compliance with its obligations under this Lease. Except as set forth herein, the limits of Tenant's Insurance shall not limit Tenant's liability under this Lease, at law, or in equity. If Tenant fails to deposit a certificate of insurance with Landlord for a period of three (3) days after notice from Landlord, Landlord may acquire such insurance, and Tenant shall pay Landlord the reasonable amount of the premium applicable thereto within five (5) days following notice from Landlord.

Section 8.06. Increase in Insurance Premiums.

Tenant shall not keep or do anything in the Leased Premises that will (i) result in an increase in the rate of any insurance applicable to the Leased Premises; (ii) violate the terms of any insurance coverage on the Leased Premises carried by Landlord; (iii) prevent Landlord from obtaining such policies of insurance reasonably acceptable to Landlord; or (iv) violate the rules, regulations or recommendations of Landlord's insurers, loss prevention consultants, safety engineers, the District of Columbia or any body having jurisdiction over the Leased Premises. If Tenant does so, Tenant shall pay to Landlord upon demand the amount of any increase in any such insurance premium. In determining the cause of any increase in insurance premiums, the schedule or rate of the organization issuing the insurance or rating procedures shall be prima facie evidence of the items and charges which comprise the insurance rates and premiums on such property.

Section 8.07. Waiver of Right of Recovery.

A. Notwithstanding anything in this Lease to the contrary, Tenant hereby waives and releases Landlord's Indemnitees of and from any and all rights of recovery, claims, or causes of action, whether by subrogation or otherwise, against Landlord's Indemnitees, for any loss or damage that may occur to the Leased Premises, Tenant's Property or to Leasehold Improvements (regardless of cause or origin, including negligence of any of Landlord's Indemnitees), which loss or damage is insured against or is required to be insured against hereunder. Tenant agrees immediately to give to each insurance company, written notice of the terms of the waivers of subrogation contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason thereof.

ARTICLE IX.

CONSTRUCTION AND ALTERATIONS

Section 9.01. Condition of Leased Premises.

Upon the Commencement Date, Tenant acknowledges that: (i) Tenant has inspected the Leased Premises; (ii) Tenant accepts the Leased Premises, and all improvements, betterments and equipment "AS IS," with no representation or warranty by Landlord, express or implied, as to the condition or suitability of the Leased Premises for Tenant's purpose; and (iii) Landlord has no obligation to construct, improve, maintain or repair the Leased Premises, except as specifically set forth in this Lease. Notwithstanding the foregoing, in no event shall Tenant be responsible for remediation of any violations of Hazardous Materials Laws existing as of the date of this Lease, unless such violations are the result of any action or omission by Tenant.

Section 9.02. Tenant Improvements.

Tenant, at Tenant's sole cost and expense, shall have the right to construct the Building and the Improvements in and to the Leased Premises pursuant to the terms and provisions of **Exhibit "B,"** including the demolition of the existing building on the Leased Premises. Tenant shall pay any and all building permits, impact fees and related governmental charges in connection with the construction of the Improvements and any other work done by or on behalf of Tenant in and to the Leased Premises. Landlord will reasonably cooperate in expediting the approval of any permits and licenses related to construction of the Improvements.

Section 9.03. Alterations.

Except as otherwise provided herein, after Completion of the Improvements, Tenant shall not make or cause to be made any alterations, additions, renovations,

improvements or installations in or to the Leased Premises (hereinafter singularly referred to as an “**Alteration**” and collectively as “**Alterations**”) without Landlord's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Lease, Tenant may make or cause to be made any Alteration without Landlord's consent provided that such Alteration does not (a) alter, impair or modify the structure or base Building systems, (b) materially change the Floor Area, total volume or height of the Building, (c) modify in any material respect the basic character and function of the Building, (d) modify the external appearance of the Building, or (e) cost in excess of \$100,000.00 individually or in the aggregate in any twelve (12) month period; provided, however, that no approval will be necessary for exterior maintenance changes (e.g. painting, window replacement, landscaping or replacement of playground equipment).

Section 9.04. Work Requirements.

A. All work performed by Tenant in the Leased Premises including the Improvements shall be performed: (i) in a good and workmanlike manner with new first-class materials and once commenced, diligently pursued to Completion; (ii) by duly qualified or licensed Persons; (iii) in accordance with (a) plans and specifications approved in writing in advance by Landlord (as to both design and materials) which approval shall not be unreasonably withheld, conditioned or delayed, except as otherwise provided in **Exhibit “B”** or Section 9.03 above, and (b) all applicable Laws; and (iv) in substantial accordance with **Exhibit “B.”** Upon completion of any work, Tenant shall deliver to Landlord a reproducible copy of the "as built" drawings of such work as well as all permits, approvals and other documents issued by any governmental agency in connection with such work.

B. No Alteration which requires Landlord's consent (e.g. exterior alteration) shall be made until all plans and specifications for any such Alteration have been approved by Landlord. Landlord shall have fifteen (15) business days from its receipt of all such plans and specifications to review the same and to send its written comments regarding the same to Tenant. Within ten (10) days after receipt of Landlord's notice of changes (if any), Tenant shall cause all such changes to be made, and Tenant shall resubmit the revised plans and specifications for Landlord's review. Within fifteen (15) business days after receipt of the revised plans and specifications, Landlord shall review and approve or state what changes Landlord requires to be made. The revisions and resubmission shall diligently continue until Landlord shall have approved Tenant's plans and specifications. Within ten (10) days after Landlord has approved of Tenant's preliminary plans and specifications, Tenant shall deliver to Landlord Tenant's final plans and specifications for Landlord's review and approval. Any failure of Landlord to respond within such ten (10) day period shall be deemed Landlord's disapproval. Landlord's approval of the final plans and specifications shall be evidenced by Landlord and Tenant initialing two (2) complete sets of final plans and

specifications (the “**Plans**”), whereupon one fully executed set shall be left with the Landlord. Within five (5) days after demand, Tenant shall pay to Landlord any fees or expenses incurred by Landlord in connection with Landlord's submitting such plans and specifications, as it so chooses, to an architect or engineer selected by Landlord for review or examination of the plans and specifications, intermittent inspection of any construction, and/or performance of any construction.

C. The approval by Landlord of the Plans, if given, shall not (i) imply Landlord's approval of the structural or engineering designs as to quality or fitness of any material or device used; (ii) imply that the plans and specifications are in accordance with the law (it being agreed that such compliance is solely Tenant's responsibility); (iii) relieve Tenant of the responsibility to construct structurally sound improvements which are free of defects; (iv) impose any liability on Landlord to Tenant or any third party; or (v) serve as a waiver or forfeiture of any right of Landlord.

Section 9.05. Ownership of Improvements.

The Building, the Improvements and any present and future alterations, additions, renovations, improvements and installations made to the Leased Premises (“**Leasehold Improvements**”) shall be deemed to be the property of and titled to Tenant. Upon termination of this Lease or upon Tenant's permanent abandonment of the Leased Premises, however, and subject to Section 11.02, the Leased Premises will be in good order, condition and repair and will automatically then transfer to and become the property of Landlord. All movable goods, inventory, office furniture, equipment, trade fixtures (including exterior Signs) and other movable personal property belonging to Tenant that are not permanently affixed to the Leased Premises shall remain Tenant's property (“**Tenant's Property**”) and shall be removable by Tenant at any time, provided that Tenant (i) is not in Default under this Lease, and (ii) shall repair any damage to the Leased Premises caused by the removal of any of Tenant's Property. During the Term, Tenant will be entitled to claim depreciation of all Improvements and alterations for taxation purposes.

Section 9.06. Removal of Tenant's Property.

At the request of Landlord, Tenant shall remove all of Tenant's Property prior to the Termination Date or the termination of Tenant's right to possession. Tenant shall repair any damage to the Leased Premises caused by such removal. If Tenant fails to timely remove said items, at Landlord's option, they shall be considered as abandoned and shall become the property of Landlord.

Section 9.07. Mechanic's Liens.

No mechanic's or other lien shall be allowed against the Leased Premises as a result of Tenant's improvements or other work done by or on behalf of Tenant at or

to the Leased Premises. Tenant shall give Landlord written notice (i) not less than seven (7) days prior to commencement of any work in, on or about the Leased Premises that Tenant intends to commence such work, and (ii) within two (2) days after the commencement of any such work that such work has commenced. Landlord shall have the right to record and post notices of non-responsibility in or on the Leased Premises. Tenant shall promptly pay all persons furnishing labor, materials or services with respect to any work performed by Tenant on the Leased Premises. If any mechanic's or other lien shall be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant, Tenant shall cause the same to be discharged of record or bonded to the satisfaction of Landlord within thirty (30) days subsequent to the filing thereof. If Tenant fails to discharge or bond any such lien, Landlord, in addition to all other rights or remedies provided in this Lease, may bond said lien or claim (or pay off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, and all expenses incurred by Landlord in so discharging said lien, including reasonable attorneys' fees, shall be paid by Tenant to Landlord as Additional Rent on ten (10) days' demand.

Section 9.08. Existing School Facility/Funding.

Throughout the Term, Tenant shall take all reasonable measures to avoid any interference with the operation of the Existing School Facility. In furtherance of this obligation, in connection with the demolition of a portion of the existing school building, Tenant shall immediately construct a wall at the end of the portion not demolished, such wall to include three replacement windows, all of which will be satisfactory to Landlord in its sole and absolute discretion. Further, as a replacement to the play area to be eliminated as part of Tenant's plans, Tenant shall provide a play area for small children in a location mutually acceptable to the Parties. Further, Landlord shall endeavor to provide funding to assist Tenant in meeting its objectives as set forth in that certain Funding and Budget Agreement by and among Tenant, the Office of the State Superintendent of Education ("OSSE"), the Deputy Mayor of Education ("DME") and DCPS ("**Funding and Budget Agreement**").

ARTICLE X.

REPAIRS, MAINTENANCE, AND LANDLORD'S ACCESS

Section 10.01. Repairs by Landlord.

Notwithstanding any other provisions of this Lease except pursuant to Section 10.03 below, in no event shall Landlord be responsible for any construction, maintenance or repair of the Leased Premises, including the Improvements, the Building, the Leasehold Improvements and/or any of Tenant's Property.

Section 10.02. Repairs and Maintenance by Tenant.

A. Throughout the Term, Tenant shall maintain the Leased Premises, the Building, any and all Leasehold Improvements and all of Tenant's Property in good order, condition and repair and in compliance with all Laws. Tenant agrees to supply its own char and janitorial services for the Leased Premises. Tenant further agrees to keep the sidewalks adjoining the Leased Premises free from ice and snow. Subject to the provisions of Article IX above, Tenant shall not cause or permit any waste, damage or injury to the Leased Premises.

B. Tenant shall install and maintain such fire extinguishers and other fire protection devices in any Building as may be required by any agency having jurisdiction over, or by the underwriters issuing insurance for, the Leased Premises. Tenant agrees to routine inspections of fire protection devices by contractors reasonably acceptable to Landlord. If any Governmental Authority with jurisdiction over the Leased Premises requires in accordance with applicable law the installation, modification, or alteration of the sprinkler system, or other equipment, then Tenant, at Tenant's sole cost and expense, shall promptly install such sprinkler system or changes therein.

Section 10.03. Inspections and Access.

Upon reasonable prior notice and without materially adversely affecting Tenant's business within the Leased Premises, Tenant shall permit Landlord or its designee from time-to-time to enter all parts of the Leased Premises to inspect the same. In the event of an emergency, Landlord may enter the Leased Premises at any time and make such inspection and repairs as Landlord deems reasonably necessary, at the risk and for the account of Tenant. For purposes of this Lease, "emergency" means a risk of imminent danger to life or personal property.

ARTICLE XI.

CASUALTY

Section 11.01. Fire or Other Casualty.

Tenant shall give prompt notice to Landlord in case of fire or other casualty ("**Casualty**") to all or any part of the Leased Premises.

Section 11.02. Right to Terminate.

A. If (i) the Leased Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, or (ii) the Leased Premises shall be damaged during the last ten (10) years of the Term, or (iii) the Leased Premises are damaged and can no longer be used for the intended purposes then, in any such event, Tenant may terminate this Lease by notice to Landlord prior to the

sixtieth (60th) day after the date when the damage occurred. If Tenant so terminates this Lease then the Termination Date shall be the date set forth in the notice to Landlord, which date shall not be less than thirty (30) days nor more than ninety (90) days after the giving of said notice. The "cost of replacement" shall be determined by the company or companies insuring against the Casualty in question, or if there shall be no such determination, by a person reasonably selected by Landlord qualified to determine such "cost of replacement."

B. Further, in the event Tenant elects not to restore the Leased Premises as set forth in Section 11.03 below, Landlord may terminate this Lease at any time upon thirty (30) days' prior written notice to Tenant.

Section 11.03. Tenant's Duty to Reconstruct.

A. Provided this Lease is not terminated, Tenant shall promptly commence and diligently pursue to completion (i) the repair of the Leased Premises to substantially the same condition as existed prior to the Casualty, and (ii) the redecorating and refixturing of the Building to a substantially similar condition as existed prior to the Casualty. Tenant shall reopen for business in the Building as soon as practicable after the occurrence of the Casualty.

B. Notwithstanding the foregoing, in the event that the Building shall be damaged to the extent of more than fifty percent (50%) of the cost of replacement thereof at any time after the tenth (10th) Lease Year, Tenant shall not be obligated to rebuild and/or restore the Building. In no event, however, shall this Lease terminate nor shall Tenant be released of its rental or other monetary obligations under this Lease unless this Lease is terminated pursuant to the provisions of Section 11.02 above. If Tenant elects not to restore the Building to its prior condition as required pursuant to the provisions of this Section 11.03, Tenant shall proceed within thirty (30) days of the occurrence of the Casualty to remove all debris and grade, seed and restore the site to a clean and presentable condition. In the event Landlord or Tenant elects to terminate this Lease in accordance with the provisions of Section 11.02 hereof, then Tenant shall pay to Landlord an amount equal to Tenant's deductible plus the insurance proceeds received by Tenant under the policy covering the Building carried by Tenant under Section 8.03.B.

C. If the Building is damaged by Casualty and this Lease is not terminated, then in such event Tenant shall be entitled to retain all of the insurance proceeds received by Tenant under the policy covering the Building carried by Tenant under Section 8.03.B.

ARTICLE XII.

CONDEMNATION

Section 12.01. Taking of Leased Premises.

A. If more than twenty-five percent (25%) of the Floor Area of the Building shall be appropriated or taken under the power of eminent domain, or conveyance shall be made in anticipation or in lieu thereof ("**Taking**"), either party may terminate this Lease as of the effective date of the Taking by giving notice to the other party of such election within thirty (30) days prior to the date of such Taking.

B. If there is a Taking of a portion of the Leased Premises, Tenant shall have the right to terminate this Lease at the same time and in the manner provided in Section 12.01.A if in Tenant's reasonable judgment the portion of the Leased Premises remaining cannot be reasonably utilized for the operation of Tenant's business.

C. If there is a Taking of a portion of the Building and this Lease shall not be terminated pursuant to Section 12.01.A, then (i) as of the effective date of the Taking, this Lease shall terminate only with respect to the portion of the Leased Premises taken; (ii) after the effective date of the Taking, the Rent shall be reduced by multiplying the same by a fraction, the numerator of which shall be the Floor Area taken and the denominator of which shall be the Floor Area of the Building immediately prior to the Taking; and (iii) as soon as reasonably possible after the effective date of the Taking, Tenant, at its expense and to the extent feasible, shall restore the remaining portion of the Building to a complete unit of a similar condition as existed prior to the Taking.

Section 12.02. Condemnation Award.

Except as otherwise provided herein, all compensation awarded for a Taking of any part of the Leased Premises shall belong to Tenant. Tenant shall have the right to collect and pursue any separate award as may be available under local procedure for moving expenses or Tenant's Property. If this Lease is terminated as a result of any Taking of the Leased Premises, Tenant shall also be entitled to make a claim for and recover from the condemning authority the unamortized cost of the Improvements and any other Leasehold Improvements made by or on behalf of Tenant, amortized on a straight line basis over the initial Term of this Lease.

ARTICLE XIII.

OWNERSHIP OF LAND

Landlord warrants and represents to Tenant that fee simple title to the Land is vested in the Fee Owner. The Fee Owner transferred jurisdiction over the Land

to Landlord pursuant to a Transfer of Jurisdiction dated September 25, 1950 (the "**Conveyance**") Pursuant to such Conveyance, Landlord has the right, power and authority to lease the Leased Premises to Tenant for the Term and Tenant has the rights and privileges set forth in this Lease and may construct and operate the Improvement for the Term without interference from or approval of the Fee Owner.

ARTICLE XIV.

SUBORDINATION AND ATTORNMENT

Section 14.01. Subordination.

A. Subject to the provisions of Section 14.06 below, Tenant's rights under this Lease are subordinate to any easement, license, mortgage, deed of trust or other security instrument now or hereafter affecting the Leased Premises (collectively referred to as a "**Mortgage**" and the Person or Persons having the benefit of same being collectively referred to as a "**Mortgagee**") so long as there is no interference with Tenant's proposed use of the Leased Premises as set forth herein. Tenant's subordination provided in this Section 14.01 is self-operative and no further instrument of subordination shall be required. Notwithstanding the foregoing, Tenant shall, within ten (10) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination of this Lease to any Mortgage. In addition, any Mortgagee may, at its option, unilaterally subordinate its Mortgage to this Lease. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale. Notwithstanding anything herein to the contrary, Tenant's rights will only be subordinate to a Mortgage if Tenant is first provided a fully executed Subordination, Non-Disturbance and Attornment Agreement ("**SNDA**") in commercially reasonable form and providing that Tenant's rights under this Lease, absent an uncured Default, will not be disturbed due to a foreclosure, deed in lieu of foreclosure or similar transfer.

Section 14.02. Attornment.

If any Person succeeds to all or part of Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise (such Person herein referred to as "**Successor Landlord**"), Tenant shall, without charge, attorn to such Successor Landlord and this Lease shall continue in accordance with its terms as a lease between Successor Landlord and Tenant, provided, however, that Successor Landlord shall be bound by any advance payment of Rent or Additional Rent made by Tenant to Landlord.

Section 14.03. Tenant's Power to Encumber.

In order to secure financing to assist with the construction of the Improvements or any alteration to the Leased Premises ("**Leasehold Financing**"), Tenant and every successor and assign of Tenant will have the right, exercisable at any time and from time to time, with Landlord's permission or consent, not to be unreasonably withheld, conditioned or delayed, to grant one or more deeds of trusts or mortgage(s) ("**Leasehold Mortgages**") of its interests in this Lease and in the Leased Premises and Improvements, to assign this Lease and all of its right, title and interest thereunder as collateral security for such Leasehold Mortgage(s), and to enter into any and all extensions, modifications, amendments, replacements and refinancings of such Leasehold Mortgages as Tenant may desire, upon the condition that any rights acquired under such Leasehold Mortgage(s) shall be subject to the terms and conditions of this Lease. Tenant shall also have the right, subject to Landlord's consent, not to be unreasonably withheld, conditioned or delayed, to grant a purchase money Leasehold Mortgage and become a Leasehold Mortgagee in connection with Tenant's arms-length sale to a third party of its interest in the Leased Premises and Improvements. Each Leasehold Mortgagee shall have the right to assign, sell, participate, securitize and otherwise deal with its interest in the Leasehold Mortgage with Landlord's consent, not to be unreasonably withheld, conditioned or delayed. No Leasehold Mortgage shall extend to or affect the reversionary interest and estate of Landlord, the Fee Owner or any Mortgage of Landlord's interest in the Leased Premises ("**Permitted Mortgage**") (it being agreed that any foreclosure under a Leasehold Mortgage shall not extinguish the lien of any Permitted Mortgage on Landlord's interest in the Leased Premises), not affect any of Landlord's or any Permitted Mortgagee's (if it succeeds to the interests of Landlord) right or benefits under this Lease. Notwithstanding anything to the contrary herein, any right of Tenant to obtain Leasehold Financing or a Leasehold Mortgage may be subject to the written approval of the Fee Owner. Landlord will take reasonable steps to assist Tenant in obtaining Fee Owner's consent to any proposed Leasehold Financing and for permission to record a Leasehold Mortgage.

Section 14.04. Protection of Leasehold Mortgagees.

For each Leasehold Mortgage to which Landlord has consented as set forth above, if Landlord is given a copy thereof and a written notice specifying the name and address of the Leasehold Mortgagee(s) thereunder and the recording data pertaining to such Leasehold Mortgage, then the following provisions shall apply with respect to such Leasehold Mortgage for so long as it shall remain unsatisfied of record:

(a) There shall be no material modification or voluntary surrender or voluntarily termination of this Lease without the prior written consent of the Leasehold Mortgagee(s).

(b) Landlord shall, concurrently with the delivery to Tenant of any notice required or permitted hereunder, deliver to each Leasehold Mortgagee a true copy of any Notice of an event of Tenant's Default, or notice of termination, or other notices given to Tenant as provided for herein, and no such notice to Tenant shall be effective as to a Leasehold Mortgagee, until a copy of such notice is sent to such Leasehold Mortgagee. Each Leasehold Mortgagee shall thereupon have the period set forth below, after receipt of such notice by it or them, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such remedy by or at the instigation of any such Leasehold Mortgagee as if the same had been done by Tenant. Landlord and Tenant authorize the Leasehold Mortgagee to take any such action at the Leasehold Mortgagee's option and do hereby authorize entry upon the Leased Premises by the Leasehold Mortgagee for such purposes. If there is more than one Leasehold Mortgagee, the Leasehold Mortgagee under the Mortgage which is prior in lien shall have the prior right to remedy or cure any such default; and the period within which such other Leasehold Mortgagee(s) may remedy such defaults shall be extended for a single additional period of fifteen (15) days for such subordinate Leasehold Mortgagees, collectively, within which to effect such remedy or cure. The foregoing notwithstanding, nothing contained in this subparagraph (b) shall relieve Tenant of its responsibilities or liabilities hereunder.

(c) Notwithstanding any other provision of this Lease, if before the expiration of thirty (30) days following receipt of any notice of termination of this Lease ("**Notice of Termination**"), any Leasehold Mortgagee shall have (1) notified Landlord in writing of its desire to nullify such Notice of Termination; (2) paid to Landlord all rent, late charges and other payments then due from Tenant hereunder but unpaid; (3) complied or in good faith and with reasonable diligence and continuity commenced to comply within such thirty (30) days following receipt of a Notice of Termination with all of the other non-monetary requirements of this Lease as to which Tenant then is in default, and (4) shall continue to pursue such compliance to completion with reasonable diligence, then so long as said Leasehold Mortgagee is complying with the foregoing requirements, Landlord shall not be entitled to terminate this Lease, any Notice of Termination shall be stayed and upon compliance to completion with such requirements, any Notice of Termination previously delivered shall be null and void and of no force and effect.

(d) If the Leasehold Mortgagee is complying with subsection 14.04(c), upon the acquisition of this Lease by the Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise and the discharge of any lien, charge or encumbrance against the Tenant's interest in this Lease or the Leased Premises which is junior in priority to the lien of the Leasehold Mortgage and which the Tenant is obligated to satisfy and discharge by reason of the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

Section 14.05. Landlord's Right to Encumber.

Subject to the provisions of Section 14.01, including without limitation, the providing to Tenant of a SNDA, during the term of this Lease, Landlord shall have the right to mortgage or otherwise create a security interest affecting its interest in the Leased Premises and to renew, modify, replace, consolidate, extend or refinance such mortgage (such mortgage, as the same may be renewed, modified, replaced, extended, consolidated or refinanced also being herein called "Permitted Mortgage").

Section 14.06. Estoppel Certificate.

Each of Landlord and Tenant, within thirty (30) days after receiving notice from, and without charge or cost to, the other, shall certify by written instrument to the other or any other Person designated by Landlord or Tenant: (i) that this Lease is in full force and effect and unmodified (or if modified, stating the modification); (ii) the dates, if any, to which each component of the Rent due under this Lease has been paid; (iii) whether Landlord or Tenant has failed to perform any covenant, term or condition under this Lease, and the nature of Landlord's or Tenant's failure, if any; and (iv) such other relevant information as Landlord or Tenant may reasonably request.

Section 14.07. Quiet Enjoyment.

Landlord covenants that it has full right, power and authority to enter into this Lease and that Tenant, upon performing all of Tenant's obligations under this Lease and timely paying all Rent, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term without hindrance, ejection or molestation by any Person lawfully claiming by, through or under Landlord, subject, however, to all Mortgages, encumbrances, easements, and matters of record to which this Lease is or may become subject.

ARTICLE XV.

ASSIGNMENT AND SUBLETTING

Section 15.01. Landlord's Consent Required.

A. Except as otherwise provided herein, Tenant and any permitted Transferee shall not voluntarily or involuntarily, by operation of law or otherwise: (i) transfer, assign, mortgage, encumber, pledge, hypothecate, or assign all or any of its interest in this Lease, or (ii) sublet or permit the Leased Premises, or any part thereof, to be used by others including licensees, or (iii) issue new stock (or partnership shares or membership interests), create additional classes of stock (or partnership shares or membership interests), or sell, assign, hypothecate or otherwise transfer the outstanding voting stock (or partnership shares or

membership interests) so as to result in a change in the present control of Tenant or any permitted Transferee, provided, however, that this subparagraph (iii) shall not be applicable to Tenant if it is a publicly owned corporation whose outstanding voting stock is listed on a national securities exchange (as defined in the Securities Exchange Act of 1934, as amended) or is traded actively in the over-the-counter market, or (iv) sell, assign or otherwise transfer all or substantially all of Tenant's or any permitted Transferee's assets; without the prior consent of Landlord, in each instance, which consent will not be unreasonably withheld, conditioned or delayed. All of the foregoing transactions shall be referred to collectively or singularly as a "**Transfer**," and the Person to whom Tenant's interest is transferred shall be referred to as a "**Transferee**."

B. Any Transfer without Landlord's consent shall not be binding upon Landlord, and shall confer no rights upon any third Person. Each such unpermitted Transfer shall, without notice or grace period of any kind, constitute a Default by Tenant under this Lease. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article XV shall not be deemed to be a consent by Landlord to any such Transfer, an acceptance of the Transferee as a tenant, a release of Tenant from the performance of any covenants herein contained, or a waiver by Landlord of any remedy of Landlord under this Lease, although amounts actually received shall be credited by Landlord against Tenant's Rent obligations. Consent by Landlord to any one Transfer shall not constitute a waiver of the requirement for consent to any other Transfer. No reference in this Lease to assignees, subtenants or licensees shall be deemed to be consent by Landlord to the occupancy of the Leased Premises by any such assignee, subtenant or licensee.

C. Landlord's consent to any Transfer shall not operate as a waiver of, or release of Tenant from, Tenant's covenants and obligations hereunder, nor shall the collection or acceptance of Rent or other performance from any Transferee have such effect. Rather, Tenant shall remain fully and primarily liable and obligated under this Lease for the entire Term in the event of any Transfer, and in the event of a Default by the Transferee, Landlord shall be free to pursue Tenant, the Transferee, or both, without prior notice or demand to either.

D. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Lease, Tenant may, upon Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Transfer this Lease to (i) an Approved Mortgagee in accordance with the terms and provisions hereof, (ii) a District of Columbia Public School; (iii) a public charter school with a charter in effect and established pursuant to D.C. Official Code §§ 38-1800.01 through 38-1802.15; or (iv) any other entity that will use the Leased Premises for educational purposes.

E. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under applicable law for Landlord to deny consent to any proposed Transfer if any of the following conditions are applicable:

- (i) Tenant is in Default under any terms or provisions of this Lease;
- (ii) The inability of Transferee to continue to operate the Leased Premises for early childhood educational purposes;
- (iii) The Transfer is for less than the entire Leased Premises; and/or
- (iv) The Transfer mortgages, encumbers, pledges, or hypothecates all or any of Tenant's interest in this Lease, unless otherwise in accordance with the terms and conditions of this Lease.

F. Additionally and notwithstanding anything to the contrary set forth herein, Tenant will have the right to have a third (3rd) party actually operate the educational facility at the Leased Premises, subject to Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed, provided such operator is properly licensed and the facility is operated in accordance with the provisions of this Lease.

G. Notwithstanding the foregoing, the following conditions shall apply to any proposed Transfer:

- (i) Each and every covenant, condition, or obligation imposed upon Tenant by this Lease and each and every right, remedy, or benefit afforded Landlord by this Lease shall not be impaired or diminished as a result of such Transfer;
- (ii) Tenant to which the Leased Premises were initially leased shall continue to remain liable under this Lease for the performance of all terms, including, but not limited to, payment of Rent due under this Lease;
- (iii) Transferee with respect to an assignment of this Lease must expressly assume in a written instrument delivered and reasonably acceptable to Landlord all the obligations of Tenant under this Lease and with respect to any sublease, the terms of such sublease shall be subordinate to the terms and provisions of this Lease; and
- (iv) At least fifteen (15) business days prior to the effective date of such proposed Transfer, Landlord shall receive the following information in

connection with such Transfer: the name of the proposed Transferee, a copy of the financial statement of the proposed Transferee and any guarantor, a copy of the proposed Transfer document or agreement and information regarding the proposed Transferee's business history and experience.

Landlord shall approve or disapprove of such proposed Transfer within fifteen (15) business days following receipt of Tenant's written notice of its intent to Transfer this Lease together with the required information set forth above. If Landlord fails to timely approve (or disapprove) a request for a Transfer, then such consent will be deemed granted.

Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under this Section 15.01 or otherwise has breached or acted unreasonably under this Article XV, their sole remedies shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant hereby waives all other remedies, including, without limitation, any right at law or in equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable laws, on behalf of the proposed Transferee.

H. Notwithstanding the foregoing, in the event that Tenant desires to Transfer all or part of the Leased Premises in a transaction where Landlord's consent is required under the terms of this Article XV, and at least ten (10) years of the Term of this Lease have elapsed, Landlord shall have the right to recapture the Leased Premises and terminate this Lease by giving a Notice of Termination to Tenant within fifteen (15) business days after Tenant's written notice to Landlord of its intent to Transfer. If Landlord gives Tenant such a Notice of Termination within such fifteen (15) business day period, then this Lease shall terminate effective as of the ninetieth (90th) day after Landlord's Notice of Termination is received by Tenant unless Tenant within fifteen (15) business days after receipt of the Notice of Termination withdraws in writing to Landlord its request for consent to the Transfer. If Landlord does not exercise such right to terminate this Lease or if exercised Tenant withdraws its request for a Transfer, no termination of this Lease shall be deemed to have occurred and Tenant shall continue to use the Leased Premises as set forth herein.

ARTICLE XVI.

DEFAULT AND REMEDIES

Section 16.01. Default.

Each of the following events shall constitute a default ("**Default**") by Tenant under this Lease: (i) if Tenant fails to pay any Rent or Penalty Rent within ten (10) days after the same shall be due and payable and such failure continues for a period of five (5) days after written notice from Landlord; (ii) if Tenant breaches or fails to

observe or perform any term, condition or covenant of this Lease (other than those involving the payment of Rent or failure to continuously occupy and operate the Leased Premises as required or for any of the events set forth in subparagraphs (iv), (v), (vi) (vii) or (viii) below), and such breach or failure is not cured within thirty (30) days after Tenant's receipt of notice thereof, unless such condition cannot reasonably be cured within such thirty (30) days, in which case Tenant must commence such cure within said thirty (30) days and diligently pursue said cure to its completion (provided, however, if such breach or failure creates a hazard, public nuisance or dangerous situation, said thirty (30) day grace period shall be reduced to forty-eight (48) hours after Tenant's receipt of notice); (iii) if Tenant vacates, abandons or ceases to continuously operate the Leased Premises as required (other than for Excused Periods or for purposes of improvement or remediation); (iv) if Tenant fails to carry and maintain the insurance required by this Lease; (v) if Tenant fails to submit its plans and specifications for the Improvements to Landlord on or before the dates that such plans and specifications are due under **Exhibit "B"** of this Lease and such failure is not cured within ten (10) days after Tenant's receipt of notice thereof; (vi) if Tenant fails to commence the Improvements in the Leased Premises as required in **Exhibit "B"** of this Lease or once commenced, the failure to prosecute the same diligently to completion or fails to Complete the Improvements on or before the Completion Date (except for Force Majeure); (vii) if Tenant shall fail to observe or perform according to the provisions of Article XIV of this Lease, and such failure is not cured within two (2) business days after Tenant's receipt of notice thereof; or (viii) the Leased Premises are not being used for the Permitted Use.

Section 16.02. Remedies and Damages.

A. Upon the occurrence of any event of Default described in Section 16.01 which is continuing, Landlord, without any notice or demand whatsoever, shall have all the rights and remedies provided in this Section 16.02, in addition to all other rights and remedies available under this Lease or provided at law or in equity.

B. Upon the occurrence of any event of Default described in this Section which is continuing, Landlord may, upon notice to Tenant, terminate this Lease, or terminate Tenant's right to possession of the Leased Premises without terminating this Lease (as Landlord may elect). If this Lease or Tenant's right to possession under this Lease is at any time terminated under this Section, or otherwise, Tenant shall immediately surrender and deliver the Leased Premises peaceably to Landlord. If Tenant fails to do so, Landlord shall be entitled to re-enter, without process and without notice (any notice to quit or of re-entry being hereby expressly waived), using such force as may be reasonably necessary; and, alternatively, shall be entitled to the benefit of all provisions of law respecting the speedy recovery of possession of the Leased Premises (whether by summary proceedings or otherwise) any notice to quit or of re-entry being expressly waived.

C. Upon the occurrence of any event of Default described in this Section which is continuing, Landlord may also perform, on behalf and at expense of Tenant, any obligation of Tenant under this Lease which Tenant fails to perform. In performing any obligations of Tenant, Landlord shall incur no liability for any loss or damage that may accrue to Tenant, the Leased Premises or Tenant's Property by reason thereof, except if caused by Landlord's willful, wanton and malicious act. The performance by Landlord of any such obligation shall not constitute a release or waiver of any of Tenant's obligations under this Lease.

D. Upon termination of this Lease or of Tenant's right to possession under this Lease, Landlord may at any time and from time to time relet all or any part of the Leased Premises for the account of Tenant or otherwise, at such rentals and upon such terms and conditions as Landlord shall deem reasonably appropriate. In the event that Landlord shall relet the Leased Premises, then rentals received by Landlord from such reletting shall be applied: first, to the payment of such expenses as Landlord may incur in recovering possession of the Leased Premises, including legal expenses and attorneys' fees, in placing the Leased Premises in good order and condition and in preparing or altering the same for re-rental; second, to the payment of such expenses, commissions and charges as may be incurred by or on behalf of Landlord in connection with the reletting of the Leased Premises; and third, to the fulfillment of the covenants of Tenant under the Lease, including the various covenants to pay Rent. Any reletting by Landlord shall not be construed as an election by Landlord to terminate this Lease unless notice of such intention is given by Landlord to Tenant. Notwithstanding any reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease. In any event, Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Leased Premises or any failure by Landlord to collect any sums due upon such reletting.

E. If this Lease, or Tenant's right to possession of the Leased Premises, is terminated by Landlord pursuant to the provisions of this Section, Tenant nevertheless shall remain liable to Landlord for (a) any Rent, damages or other sums which may be due or sustained prior to such termination, (b) all reasonable costs, fees and expenses (including attorneys' fees, brokerage commissions, advertising costs, and expenses incurred in placing the Leased Premises in good order and condition) incurred by Landlord in pursuit of its remedies hereunder and in renting the Leased Premises to others from time to time; and (c) additional damages which at Landlord's election shall be either:

(i) an amount equal to the Rent and/or Penalty Rent which would have become due from the date of such termination through the expiration of the Term (or what would have been the expiration of the Term but for any termination thereof), less the net avails of reletting, if any, which Landlord receives during such period from others to whom the Leased Premises may be rented, which amount shall be due and payable by Tenant to Landlord on the dates

such Rent and other sums above specified are due under the Lease; any suit or action brought to collect any such damages for any month shall not in any manner prejudice the right of Landlord to collect any damages for any subsequent month by a similar proceeding; or

(ii) accelerated damages in an amount equal to the present value (as of the date of such termination) of Rent and/or Penalty Rent which would have become due through the expiration of the Term (or what would have been such expiration but for any termination thereof), which liquidated and agreed final damages shall be payable to Landlord in one lump sum on demand. For purposes of this Section, "present value" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Leased Premises. Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease or Tenant's right to possession of the Premises pursuant to this Section.

F. In the event of a Default hereunder, Landlord will use reasonable efforts to mitigate Tenant's damages.

Section 16.03. Remedies Cumulative.

No reference to any specific right or remedy in this Lease shall preclude Landlord from exercising any other right, from having any other remedy, or from maintaining any action to which it may otherwise be entitled under this Lease, at law or in equity. In no event will Tenant be liable due to default or an indemnification claim for special, consequential, or punitive damages.

Section 16.04. Waiver.

A. Landlord shall not be deemed to have waived any provision of this Lease, or the breach of any such provision, unless specifically waived by Landlord in a writing executed by an authorized officer of Landlord. No waiver of a breach shall be deemed to be a waiver of any subsequent breach of the same provision, or of the provision itself, or of any other provision.

B. Tenant hereby expressly waives any and all rights of redemption and any and all rights to relief from forfeiture which would otherwise be granted or available to Tenant.

C. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE DISTRICT OF COLUMBIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY DISTRICT OF COLUMBIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR

COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF MINIMUM RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

ARTICLE XVII.
PARKING/LOCATION RESTRICTION/PLAYGROUND

Section 17.01. Parking.

Tenant will have the right to access and use the parking lot behind the Existing School Facility ("**Parking Lot**") for the parking of vehicles used by the staff and teachers of Tenant and the school to be located in the Building ("**School**"). Tenant will have the right to use up to twenty-five (25) regular size parking spaces, without charge. Tenant agrees to construct/improve the Parking Lot (as further described in **Exhibit "B"**) provided that Tenant performs the construction/improvements to the Parking Lot through its contractors which construction will be performed in accordance with DCPS construction standards. Landlord may designate an area of such Parking Lot for Tenant's use. Tenant will have a non-exclusive easement for the Term of this Lease for staff and employees of Tenant and the School for ingress and egress to and from the Parking Lot and the School ("**Easement**"). The location of the Easement is set forth on **Exhibit "C"** which is attached hereto. The Easement will run with the land and bind and inure for the benefit of the parties hereto and their successors, heirs and assigns.

Section 17.02. Location Restriction.

Tenant agrees the Building it will be constructing on the Land will be located not closer than thirty (30) feet from the Existing School Facility.

Section 17.03. Playground.

Tenant agrees to construct a playground for and on the grounds of the Existing School Facility ("Playground") for a cost not to exceed the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). The Playground will be constructed and equipped in accordance with DCPS standards. The Playground will be located in the general area depicted in **Exhibit "B-2"**, unless Landlord and

Tenant mutually agree on another location, which agreement will not be unreasonably withheld, conditioned or delayed.

ARTICLE XVIII.

MISCELLANEOUS PROVISIONS

Section 18.01. Notices.

A. Whenever any demand, request, approval, consent or notice (singularly and collectively, "**Notice**") shall or may be given by one party to the other, such Notice shall be in writing and addressed to the parties at their respective addresses as set forth in Section 1.01 and served by (i) hand, (ii) a nationally recognized overnight express courier, or (iii) registered or certified mail, return receipt requested, first class, postage prepaid. The date the Notice is received shall be the date of service of Notice. If an addressee refuses to accept delivery, however, then Notice shall be deemed to have been served on either (i) the date hand delivery is refused, (ii) the next business day after the Notice was sent in the case of attempted delivery by overnight courier, or (iii) five (5) business days after mailing the Notice in the case of registered or certified mail. Either party may, at any time, change its Notice address by giving the other party Notice, in accordance with the above, stating the change and setting forth the new address.

B. If any Mortgagee shall notify Tenant in writing, in the manner prescribed in this Section 18.01, that it is the holder of a Mortgage affecting the Leased Premises, no Notice thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee, in the manner prescribed in this Section 18.01, to the address as such Mortgagee shall designate.

Section 18.02. Recording.

Neither this Lease nor a memorandum thereof shall be recorded without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 18.03. Interest.

A. If (i) Tenant fails to make any payment under this Lease when due, (ii) Landlord performs any obligation of Tenant under this Lease, or (iii) Landlord incurs any costs or expenses as a result of Tenant's Default under this Lease, then Tenant shall pay, upon demand, Interest from the date such payment was due or from the date Landlord incurs such costs or expenses relating to the performance of any such obligation or Tenant's Default.

B. If Tenant requests Landlord to review and/or execute any documents in connection with this Lease, including any Transfer documents, any Leasehold Mortgage and Landlord's subordination of its lien interest, Tenant shall pay to Landlord, upon demand, as an administrative fee for the review and/or execution thereof, all costs and expenses, including reasonable attorneys' fees (which shall include the cost of time expended by in-house counsel) incurred by Landlord and/or Landlord's agent.

Section 18.04. Legal Expenses.

A. If Landlord files any legal action for collection of Rent or any eviction proceedings, whether summary or otherwise, for the non-payment of Rent, and Tenant pays such Rent prior to the rendering of any judgment, then Landlord shall be entitled to collect, and Tenant shall pay, all court filing fees and the reasonable fees of Landlord's attorneys.

B. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Lease, in the event Landlord is represented by the Office of the Attorney General for the District of Columbia ("OAG"), reasonable attorneys' fees shall be calculated based on the then applicable hourly rates established in the most current *Laffey* matrix prepared by the Civil Division of the United States Attorney's Office for the District of Columbia and the number of hours employees of the OAG prepared for or participated in any such litigation. In the event the *Laffey* matrix is no longer utilized by OAG, reasonable attorney's fees shall be calculated based on an equivalent amount that a private firm of comparable size to OAG in the Washington D.C. area would have charged for such representation based on the number of hours OAG staff participate in any such litigation.

Section 18.05. Successors and Assigns.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective permitted successors and assigns. Upon any sale or other transfer by Landlord of its interest in the Leased Premises, Landlord shall be relieved of any obligations under this Lease occurring subsequent to such sale or other transfer.

Section 18.06. Limitation on Right of Recovery Against Landlord.

No director, officer, employee, representative or agent of Landlord shall be personally liable in respect of any covenant, condition or provision of this Lease nor shall Landlord be liable to Tenant for any consequential damages, indirect losses, loss of value, temporary loss of business, lost profits, or lost opportunity damages at or arising from the Leased Premises suffered by Tenant. If Landlord breaches or defaults in any of its obligations in this Lease, Tenant shall look solely to the equity of the Landlord in the Leased Premises for satisfaction of Tenant's remedies.

Section 18.07. Anti-Deficiency.

The obligations of the District of Columbia to fulfill financial obligations pursuant to this Lease, or any subsequent agreement entered into pursuant to this Lease or referenced herein (to which the District is a party), are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349–1351, 1511–1519 (2004) (the “**Federal ADA**”), and D.C. Official Code §§ 1–206.03(e) and 47–105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47–355.01 to .08 (2004 Supp.) (the “**D.C. ADA**”) and (i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”; and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1–204.46 (2001).

Section 18.08. Entire Agreement; No Representations; Modification.

This Lease is intended by the parties to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof. All prior negotiations, considerations and representations between the parties (oral or written) are incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. No representations, understandings, agreements, warranties or promises with respect to the Leased Premises or the Building of which they are a part, or with respect to past, present or future tenancies, rents, expenses, operations, or any other matter, have been made or relied upon in the making of this Lease, other than those specifically set forth herein. This Lease may only be modified, or a term thereof waived, by a writing signed by an authorized officer of Landlord and Tenant expressly setting forth said modification or waiver. The parties hereto intend to execute this Lease under seal.

Section 18.09. Severability.

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

Section 18.10. Joint and Several Liability.

If two or more Persons shall sign this Lease as Tenant, the liability of each such Person to pay the Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all Notices, payments and agreements given or made by, with or to any one of such Persons shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or

other legal entity, the partners or members of which are, by virtue of any applicable law, rule, or regulation, subject to personal liability, the liability of each such partner or member under this Lease shall be joint and several and each such partner or member shall be fully obligated hereunder and bound hereby as if each such partner or member had personally signed this Lease.

Section 18.11. Broker's Commission.

Tenant warrants and represents to Landlord that no broker, finder or agent has acted for or on its behalf in connection with the negotiation, execution or procurement of this Lease. Tenant agrees to indemnify and hold Landlord harmless from and against all liabilities, obligations and damages arising, directly or indirectly, out of or in connection with a claim from a broker, finder or agent with respect to this Lease or the negotiation thereof, including costs and attorneys' fees incurred in the defense of any claim made by a broker alleging to have performed services on behalf Tenant.

Section 18.12. Irrevocable Offer, No Option.

The submission of this Lease by Landlord to Tenant for examination shall not constitute an offer to lease or a reservation of or option for the Leased Premises. Tenant's execution of this Lease shall be deemed an offer by Tenant, but this Lease shall become effective only upon execution thereof by both parties and delivery thereof to Tenant. Execution of this Lease or any other agreement between the parties is subject to authorization by the Council of the District of Columbia pursuant to § 451 of the District Charter (D.C. Official Code § 1-204.51 (2001)) and/or D.C. Official Code § 10-1008 (2001), each as applicable ("**Council Approval**")

Section 18.13. Inability to Perform.

Except for the payment of monetary obligations, if Landlord or Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of Force Majeure, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Landlord or Tenant.

Section 18.14. Survival.

Occurrence of the Termination Date shall not relieve Tenant from its obligations accruing prior to the expiration of the Term. All such obligations shall survive termination of the Lease.

Section 18.15. Tenant's Representations.

Tenant hereby represents and warrants to Landlord as follows:

A. (i) Tenant is a not for profit corporation duly organized, validly existing and in good standing under the laws of the District of Columbia, (ii) Tenant is duly qualified to conduct business in the District of Columbia, and (iii) Tenant has the power and authority to conduct the business in which it is currently engaged;

B. Tenant (i) has the power and authority to execute, deliver and perform its obligations under this Lease, and (ii) has taken all necessary action to authorize the execution, delivery and performance of this Lease;

C. No consent or authorization of, or filing with, any Person (including any Governmental Authority), which has not been obtained is required in connection with the execution, delivery and performance of this Agreement by Tenant, except for: (i) any applicable zoning approvals, if any; and (ii) permits and approvals from Governmental Authorities required to construct the Improvements;

D. This Lease has been duly executed and delivered by Tenant, and constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms;

E. The execution, delivery and performance by Tenant of this Lease will not violate any applicable Laws or result in a breach of any contractual obligation to which Tenant is a party;

F. Tenant's execution, delivery and performance of this Lease and the transactions contemplated hereby shall not: (i) to Tenant's knowledge, violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Authority with proper jurisdiction that is binding on Tenant; or (ii) result in a breach or default under any provision of the organizational documents of Tenant; and

G. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of Tenant, threatened by or against Tenant which, if adversely determined, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Tenant and its ability to perform its obligations under this Lease.

Section 18.16. Construction of Certain Terms.

The term "**including**" shall mean in all cases "**including without limitation.**" Wherever Tenant is required to perform any act hereunder, such party shall do so at its sole cost and expense, unless expressly provided otherwise. All payments to Landlord, other than Minimum Rent, whether as reimbursement or otherwise, shall be deemed to be Additional Rent, regardless whether denominated "as **Additional Rent.**" The term "**days**" shall mean calendar days unless business days are specifically referenced.

Section 18.17. Showing of Leased Premises.

Landlord may enter upon the Leased Premises for purposes of showing the Leased Premises to tenants during the last twelve (12) months of the Term; provided, however, that Landlord shall give Tenant reasonable notice of such intent to show the Leased Premises and shall use reasonable efforts to avoid disruption of permitted activities within the Leased Premises.

Section 18.18. Relationship of Parties.

This Lease shall not create any relationship between the parties other than that of Landlord and Tenant.

Section 18.19. Rule Against Perpetuities.

If Landlord fails to deliver the Leased Premises to Tenant within five (5) years from the date of this Lease, this Lease shall automatically terminate at the end of such period.

Section 18.20. Choice of Law/Waiver of Sovereign Immunity.

This Lease shall be construed, and all disputes, claims, and questions arising hereunder shall be determined, in accordance with the laws of the District of Columbia. Notwithstanding anything to the contrary herein, Landlord waives any defense or claim of sovereign immunity in connection with any claims or liabilities relating to this Lease.

Section 18.21. Choice of Forum.

Any action involving a dispute relating in any manner to the Lease, the relationship of Landlord/Tenant, the use or occupancy of the Leased Premises, and/or any claim of injury or damage shall be filed and adjudicated solely in the District of Columbia or any applicable federal courts of the jurisdiction in which the Leased Premises are located.

Section 18.22. Time is of the Essence.

Time is of the essence with respect to each and every obligation arising under this Lease.

Section 18.23. False Claims.

Notwithstanding anything to the contrary in this Lease, and without limitation of any kind, all demands for payment or reimbursement of any kind under this Lease made by Tenant, if any, shall be subject to D.C. Official Code §§ 2-308.13 - 2-308.19 (2001) and the remedies available thereunder.

Section 18.24. Hazardous Materials.

A. Except for (i) ordinary and general office supplies typically used in the ordinary course of business, such as copier toner, liquid paper, glue and ink, and common household cleaning materials, and (ii) products which are necessary and customary in the conduct of Tenant's business in accordance with Tenant's Permitted Use, all of which shall be stored, used and disposed of in accordance with all Hazardous Material Laws, Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of, on, in, under or about the Leased Premises, by Tenant, its agents, employees, subtenants, assignees, contractors or invitees. Tenant shall not discharge Hazardous Materials or wastes into or through any sanitary sewer serving the Leased Premises.

B. Tenant shall immediately notify Landlord in writing (and provide Landlord with copies) when (and if) Tenant first becomes aware or receives notice of any proceedings, actions, claims, notices, demands, reports or asserted violations arising out of or in connection with the presence of Hazardous Materials, or any actual or alleged violations of any Hazardous Material Laws, at, on, under or near the Leased Premises.

C. In the event Hazardous Materials are discovered in, under or about the Leased Premises at any time due to any act or omission of Tenant (its agents, employees or contractors) which is (a) negligent, (b) unlawful, or (c) in violation of Tenant's obligations pursuant to the Lease, Tenant shall promptly, at its sole risk and expense, commence to perform, and diligently prosecute to completion, all work necessary or required to remove, treat, dispose of and clean up the Hazardous Materials and return the Leased Premises, and any adjacent property affected by such Hazardous Materials to the condition existing prior to the contamination by the Hazardous Materials. All such remediation shall be approved by Landlord and shall be performed to its satisfaction in accordance with all Hazardous Materials Laws, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant will not be responsible for any removal costs for Hazardous Materials that exist on or prior to the Commencement Date unless such Hazardous Materials are the result of action or omission of Tenant.

D. Tenant shall defend, indemnify and hold harmless Landlord's Indemnitees, its successors and assigns from and against any and all liabilities, actions, demands, penalties, losses, costs and expenses (including reasonable attorneys' fees, consultants' fees and remedial costs), suits, costs of any settlement or judgment and claims which may be paid, incurred or suffered by or asserted against any of Landlord's Indemnitees, its successors and assigns, as a result of the presence on or under the Leased Premises of Hazardous Materials, which such

presence is due to any act or omission of Tenant (its agents, employees, contractors or invitees) or in violation of Tenant's obligations pursuant to the Lease. Notwithstanding anything to the contrary herein, Tenant will have no liability for removal or for any liabilities, claims, losses, demands, penalties, actions, suits, costs or expenses incurred because of Hazardous Materials existing on the Leased Premises on or before the Commencement Date.

Section 18.25. First Source and CBE.

A. Tenant shall enter into a "**Certified Business Enterprise**" agreement with the District of Columbia governing the obligations of Tenant under the Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005 (D.C. Law 16-33; D.C. Official Code Section 2-218.01 et seq.) within thirty (30) days from the Date of Lease, the terms of which agreement shall apply throughout the construction period.

B. Tenant shall enter into a "**First Source Agreement**" with the District of Columbia governing the obligations of Tenant under the First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-93; D.C. Official Code Section 2-219.03) within thirty (30) days from the Date of Lease.

Section 18.26. Tenant Contingency.

Notwithstanding anything to the contrary herein, if for any reason, Landlord (i) fails to enter into and execute an Operating Agreement with Tenant (and other appropriate entities) on terms acceptable to Tenant on or before December 15, 2010, providing for the operation of an educational facility at the Leased Premises ("**Operating Agreement**"), (ii) fails to enter into a Renovation Agreement with Tenant (and other appropriate entities) on terms acceptable to Tenant on or before December 15, 2010, or (iii) fails to enter into a Funding and Budget Agreement with Tenant (and other appropriate entities) on terms acceptable to Tenant on or before December 15, 2010, then Tenant, in its sole discretion, may terminate this Lease by providing written notice to Landlord on or before December 31, 2010 ("**Termination Notice**"). Upon the providing of such Termination Notice, this Lease will be of no further force and effect and any funds paid to Landlord by Tenant will be promptly refunded to Tenant.

Section 18.27. Nondiscrimination Covenants.

A. Tenant shall not discriminate upon the basis of race, color, religion, sex, national origin, ethnicity, sexual orientation, or any other factor which would constitute a violation of the D.C. Human Rights Act or any other applicable Laws, or court order, in the sale, lease, or rental or in the use or occupancy of the Leased Premises.

B. Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other factor which would constitute a violation of the D.C. Human Rights Act or other applicable Laws or court order.

C. Tenant will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. Such affirmative action shall include, but not be limited to, the following: (i) employment, upgrading, or transfer; (ii) recruitment or recruitment advertising; (iii) demotion, layoff, or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training and apprenticeship. Tenant agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the District of Columbia or any agency thereof setting forth the provisions of this non-discrimination clause.

D. Tenant will, in all solicitations or advertisements for potential employees placed by or on behalf of Tenant, include the federal U.S. Equal Employment Opportunity Commission's logotype, statement, or slogan as a means of educating the public that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin or any other factor which would constitute a violation of the D.C. Human Rights Act or other applicable Laws or court order.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease for a portion of 650 Anacostia Avenue, N.E., Washington, D.C. 20019, under their respective hands and seals as of the day, month and year first above written.

WITNESS/ATTEST:

[Print Name and Title]

Juana Torres
JUANA TORRES BENEFITS MGR
[Print Name and Title] OFF

LANDLORD:

DISTRICT OF COLUMBIA, a
municipal corporation

By: Michelle Rhee (SEAL)
Michelle Rhee Chancellor
[Print Name and Title]

Date: _____

TENANT:

BOUNCE DC, a District of Columbia
not for profit corporation

By: Sarah Bradley (SEAL)
Sarah Bradley, VP, Secretary
[Print Name and Title]

Date: 10/11/10

Approved for Legal Sufficiency:

By: Susan Longstreet (Seal)
Susan C. Longstreet
[Print Name and Title]
Deputy Attorney General

EXHIBIT A-1

LEGAL DESCRIPTION

Legal Description of Proposed Leasehold Estate Development Lot:

Commencing from a Point, said point being the westerly angle point on the boundary line of Jurisdictional Transfer from the National Park Service to the District of Columbia as shown in the records of the Office of the DC Surveyor in Book 131 Page 97, thence with said line North 44°48' East 359.28 feet to the Point of Beginning, thence the following courses and distances. South 45°12' East 292.92 feet to the North line of Anacostia Avenue and continuing South 45°12' East 26.80 feet to a point within Anacostia Avenue, thence South 44° 48' West 221.76 feet to a point, thence North 45°12' West 19.54 feet to a point, thence along a curve to the left 80.68 feet of radius 215.00 feet to a point on the North line of Anacostia Avenue, thence leaving Anacostia Avenue and continuing along said curve 4.12 feet to a point, thence North 67°48 ' West 235.65 feet to a point on the boundary line of said Jurisdictional Transfer, thence with said boundary line North 44°48' East 328.83 feet to the Point of Beginning and containing 84,791 square feet.

EXHIBIT A-2

SURVEY

[Attached]

EXHIBIT B
IMPROVEMENTS

**[Subject to revision if necessary to reflect agreement between
Tenant and DCPS]**

A. The parties agree that, as consideration for Tenant's leasehold interest, Tenant shall construct the Building and perform the work and construct those Improvements as provided below. All work performed by Tenant in the Leased Premises shall be performed: (i) at Tenant's sole cost and expense, (ii) promptly, in a good and workmanlike manner with new first-class materials and once commenced, diligently pursued to Completion; (iii) by duly qualified or licensed Persons; (iv) in general accordance with the plans attached to this **Exhibit "B"**, and (v) all applicable Laws.

B. Tenant will use reasonable efforts to insure that the Improvements shall be completed by or on behalf of Tenant on or before the Completion Date. All Punchlist Items shall be completed as soon as reasonably possible thereafter but in no event later (Force Majeure excepted) than ninety (90) days from and after the date that the Improvements were Completed. Tenant shall pay any and all impact fees and related governmental charges in connection with the Improvements and any other work done by or on behalf of Tenant in the Leased Premises. The design, planning, permitting and construction of the Improvements shall be performed in substantial accordance with the schedule attached hereto as **Exhibit "B-1"** and shall be subject to the requirements of Article IX of this Lease. Upon Completion of the work, Tenant shall deliver to Landlord' a reproducible copy of the "as built" drawings of such work (together with a cad disk) as well as all permits, approvals and other documents issued by any governmental agency in connection with such work.

C. All of the Improvements shall be performed by Tenant in accordance with detailed plans and specifications, to be prepared by Tenant's architect and provided to Landlord in one (1) set of blue line plans and a cad disk. Tenant's plans and specifications for the Building will be subject to Landlord's written prior approval, which will not be unreasonably withheld, conditioned or delayed. When Landlord has approved Tenant's plans and specifications ("**Tenant's Plans**"), Landlord shall promptly initial and return one (1) set of approved plans to Tenant. Landlord will grant (or deny with adequate detail) Tenant's Plans within fifteen (15) days of submission. The Completion Date will be adjusted on a day-to-day basis for each day that Landlord delays its approval. It is expressly agreed that Tenant shall not commence any of the Improvements until Tenant's Plans have been approved by Landlord and any required building permits issued by the applicable local

governmental authorities. No changes of materials or finishes are permitted after final approval by Landlord of Tenant's Plans unless approved in writing by Landlord, which approval will not be unreasonably withheld, conditioned or delayed.

D. Within five (5) business days of the date upon which Tenant has submitted Tenant's Plans to Landlord, application shall be made by Tenant for all appropriate building permits. When the building permit is issued, Tenant shall promptly give a copy of the permit to Landlord. Tenant shall commence construction of the Improvements in the Leased Premises no later than ninety (90) days after whichever of the following shall be the latest to occur: (i) the date of receipt by Tenant of Landlord's approval of Tenant's Plans; (ii) the date of issuance of all appropriate building permits; and (iii) the Commencement Date. Tenant shall provide Landlord with a copy of Tenant's insurance certificate prior to the date of commencement of construction of the Improvements and Tenant shall diligently pursue to completion the Improvements to be performed hereunder.

E. Within thirty (30) days after Completion of the Improvements, the following items must be submitted to Landlord by or on behalf of Tenant:

F. A notice from Tenant, or its general contractor, certifying in writing to Landlord, and Landlord approves such certification, that the Improvements, as specified in the final plans and specifications as approved by Landlord, are Completed.

G. Final unconditional releases of liens executed by all applicable suppliers, materialmen, contractors and subcontractors.

H. An affidavit listing (a) the names of all contractors, subcontractors, suppliers and materialmen who provided or supplied, labor, services, goods and materials to the Leased Premises, and (b) that all listed contractors, subcontractors, suppliers and materialmen have been paid in full for the labor, services, goods and materials provided or supplied to the Leased Premises as of the date of the affidavit.

I. A permanent or temporary Certificate of Occupancy for the Leased Premises.

J. The Playground will be located as depicted on **Exhibit "B-2"**.

EXHIBIT B-1
IMPROVEMENTS SCHEDULE

[Need To Attach]

EXHIBIT B-1

IMPROVEMENTS SCHEDULE

Development Tasks	Projected Completion Date
Schematic Design	March 2010
Design Development	June 2010
Construction Documents	October 2010
Site Work Start and Demolition w/Early Permit	November 2010
Start Foundation Construction	February 2011
Substantial Completion of Construction	December 2011
Owner Occupancy/School Opening	January 2012

EXHIBIT B-2
PLAYGROUND LOCATION

[Need To Attach]

EXHIBIT B-2
PLAYGROUND LOCATION

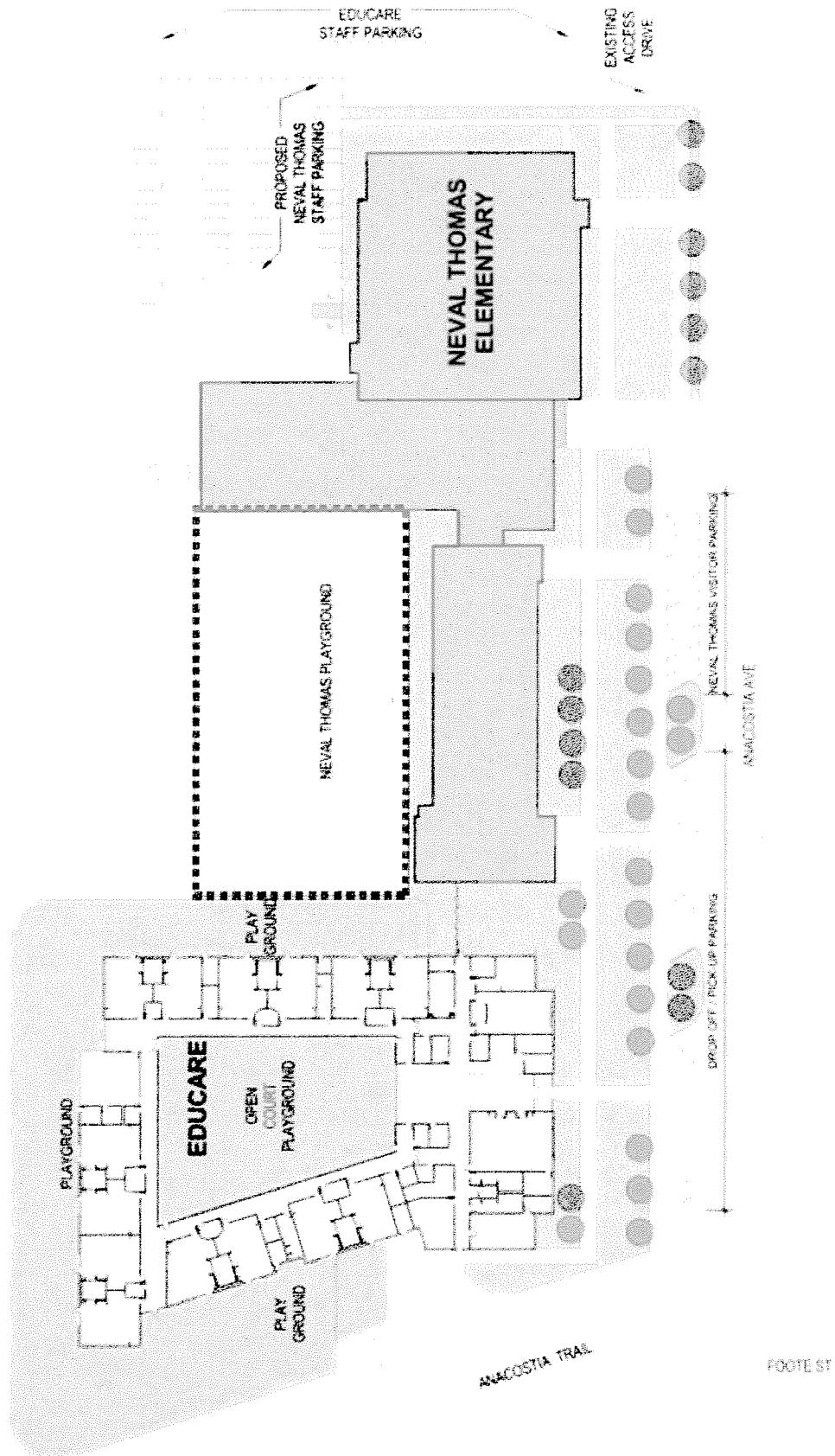
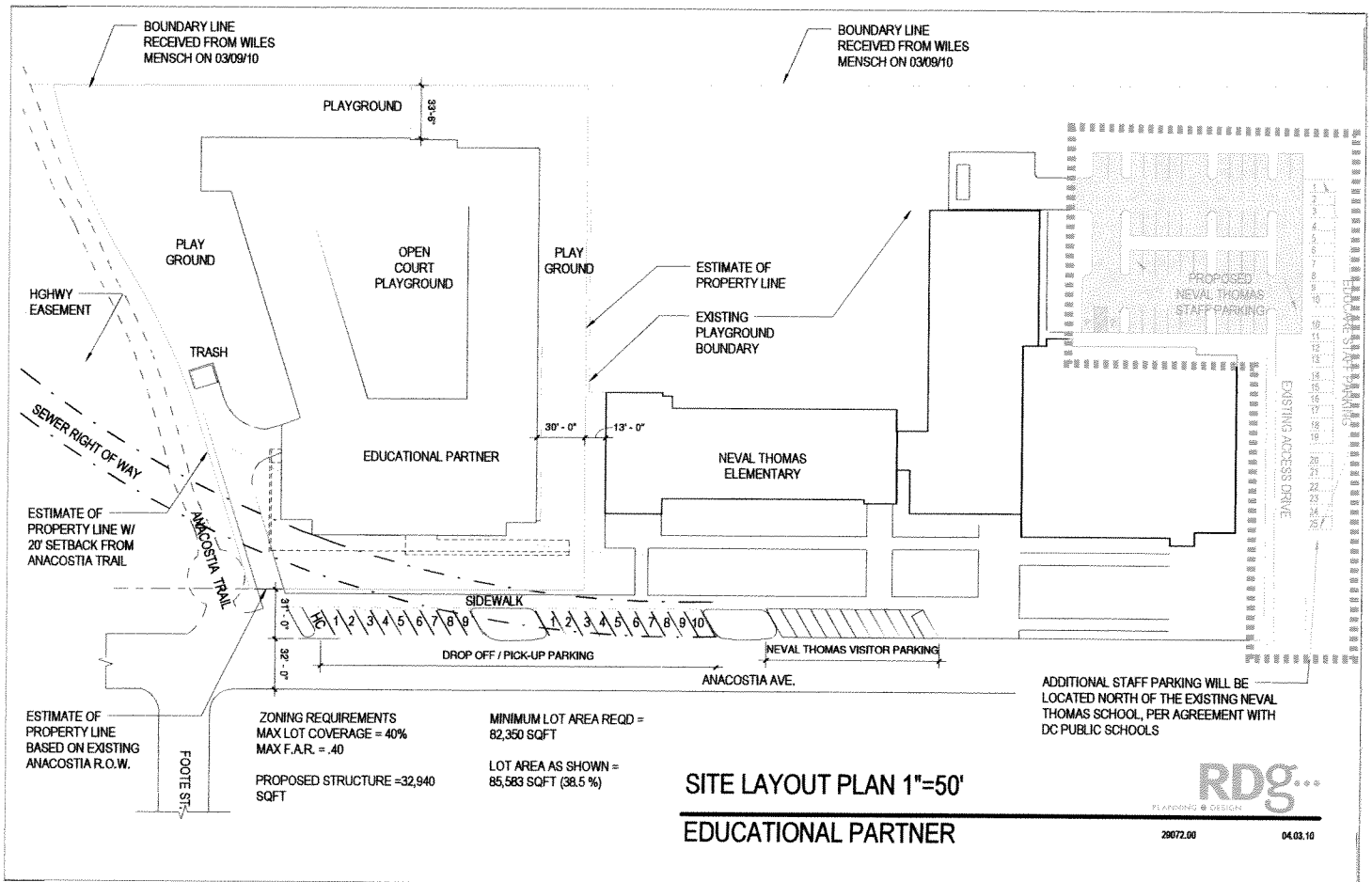


EXHIBIT C
PARKING LOT EASEMENT

[Need To Attach]

EXHIBIT C
PARKING LOT EASEMENT



SUBLEASE

THIS SUBLEASE (this "Sublease") is being made and entered into this 31st day of August, 2012, by and between BOUNCE DC, a nonprofit District of Columbia corporation, having its principal offices located in the District of Columbia ("Landlord"), and EDUCARE DC, a nonprofit District of Columbia corporation, having its principal offices located in the District of Columbia ("Subtenant").

WHEREAS, Landlord leased from the District of Columbia ("Lessor") the Land (as defined below) pursuant to a Ground Lease dated October 7, 2010 by and between Lessor and Landlord (including any amendments thereto, the "Ground Lease"); and

WHEREAS, Subtenant pursuant to an agreement with Landlord was provided the right to operate the educational facility which has been constructed on the Land (as defined below) pursuant to that certain School Operation Agreement dated June 2, 2011 between Landlord and Subtenant ("Operation Agreement") with the right of Subtenant to be the operator of such facility having been consented to by Lessor; and

WHEREAS, Landlord desires to grant, and Subtenant desires to obtain, significantly greater rights to the exclusive use of the Premises (as defined below) for operation of the Premises by Subtenant in its own right, and not on behalf of Landlord; and

WHEREAS, Landlord desires to sublease the Premises to Subtenant and Subtenant wishes to sublease the Premises from Landlord pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the covenants contained in this Sublease, Landlord and Subtenant hereby agree as follows:

1. **PREMISES LEASED.** Landlord does hereby lease to Subtenant, and Subtenant does hereby lease from Landlord, (i) certain real estate addressed as 640 Anacostia Avenue, N.E., Washington, D.C. 20019 and known among the tax and assessment records of the District of Columbia as Lots 828 and 832 in Square 5041 (the "Land"); and (ii) the building and all improvements located thereon (collectively, the "Building"). The Land together with the Building are sometimes collectively referred to herein as the "Premises."

2. **TERM.** The term of this Sublease shall be for sixty-five (65) years commencing on September 6, 2012 (the "Term"). Notwithstanding any provision herein to the contrary (except for an uncured violation of Section 5 below), Landlord agrees that, during the period commencing on the date hereof and ending on the Forbearance Termination Date (as defined below), (a) it shall have no right to terminate this Sublease; and (b) it shall refrain from (i) taking any Lease Enforcement Action (as defined below), (ii) joining with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings, (iii) taking any action that would terminate the Sublease or other rights held by or granted to or

by third parties with respect to the Premises; and (iv) taking any other enforcement action against the Premises.

For purposes of this Sublease, (a) "Forbearance Termination Date" shall mean the date that is the seventh anniversary of the date of the original issue of the last "qualified equity investment" (as defined in Section 45D of the Internal Revenue Code of 1986, as amended) made to fund the Loans as defined in that certain Loan Agreement by and between Subtenant, as borrower, and Community Urban Revitalization Enterprises IV, LLC and USBCDE Sub-CDE 75, LLC, as lenders (collectively, the "Lender"), dated as of the date hereof (the "Loan Agreement"), and (b) "Lease Enforcement Action" shall mean (i) the giving of notice to terminate this Sublease or terminating this Sublease; (ii) Landlord's rights upon termination of this Sublease to immediately re-enter and possess the Premises, right to remove all persons and property therefrom, and right to enter upon, re-enter and repossess the Premises by summary proceedings, ejectment or otherwise; (iii) any action to foreclose on, take possession of, sell or otherwise realize (judicially or non-judicially) upon the Premises, or any rights or privileges attendant thereto (including, without limitation, by set-off), (iv) any action to assert ownership rights with respect to the leasehold interest in the Premises, or any rights or privileges attendant thereto, and/or (v) the commencement of any legal proceedings to facilitate any of the actions described in clauses above.

3. RENT AND IMPROVEMENTS. In consideration of the Premises, on or not later than five (5) business days following the date of this Sublease, Subtenant shall pay to Landlord a one-time lump-sum payment in lawful United States currency of Twelve Million Seven Hundred Thousand and No/100 Dollars (\$12,700,000.00) (the "Lump Sum Rent Payment") (that being a significant portion of the amount incurred by Landlord to lease the Land from Lessor and the expenditures incurred by Landlord to improve the Land and construct and develop the Building, which the parties agree has an anticipated economic life of forty (40) years). The Lump Sum Rent Payment represents the full amount of rent which is and shall become due during the Term. For federal income tax purposes, Subtenant alone shall be entitled to all of the tax attributes of ownership of the Premises, including, without limitation, the right to claim depreciation or cost recovery deductions. In consideration for the Lump Sum Rent Payment, Subtenant shall have no obligation to pay any further rent amounts to Landlord hereunder. All operating expenses, costs and obligations of every kind and nature whatsoever relating to the Premises during the Term shall be paid by and be the sole responsibility of Subtenant.

4. REAL ESTATE TAXES AND UTILITIES. Subtenant shall pay when due any and all real estate taxes, betterments and assessments of every kind and description assessed or levied against the Premises by the District of Columbia (the "District") or any other jurisdiction, if any, and shall pay for all charges for electricity, gas, heat, ventilation and air-conditioning, water charges, sewer charges and any other facility operating expenses, utilities and telephone, or other communication service used, rendered or supplied upon or in connection with the Premises.

5. USE OF PREMISES ASSIGNMENT/SUBLETTING, SHARED SPACE. Subtenant shall use the Premises solely for the permitted use as provided under Section 1.01.J(i) of the Ground Lease. Any other use of the Premises without the express prior written consent of Landlord will constitute a default under this Sublease which will permit Landlord to terminate this Sublease if not cured within thirty (30) days after written notice. Subtenant may not assign

this Lease or sublet the Premises, or any part thereof, without the prior written consent of Landlord and Lessor, which consent may not be unreasonably withheld, conditioned or delayed. Subtenant shall not perform any act or carry on any practice which constitutes a nuisance. Subject to the terms of the Ground Lease, Landlord hereby grants to Subtenant the sole and exclusive right to occupy, and quiet enjoyment of, the Premises, and shall defend Subtenant's rights against any other person claiming any right to the Premises. Landlord represents and warrants that it has not granted to any other person any rights to occupy any portion of the Premises.

6. MAINTENANCE AND REPAIR. Subtenant (and not Landlord) shall be responsible for maintenance of the Premises (including without limitation the exterior walls, the structure, the roof, the grounds and the parking areas). Subtenant may make any non-structural improvement, addition or alteration to the Premises which does not jeopardize the structural integrity of the Premises or any improvement thereon which does not affect any of the Building mechanical systems without the prior written consent of Landlord, provided that all such improvements, additions, or alterations shall, at the expiration of the Term, become the property of Landlord. Any structural improvements or any improvements that may affect the Building mechanical systems will require the prior written consent of Landlord, which consent (unless the structural integrity of the Building may be affected) will not be unreasonably withheld, conditioned or delayed. Landlord shall, upon at least twenty-four (24) hours' prior notice (except in case of emergency), have reasonable access at all times to the Premises for the purpose of examining the same, showing the same to potential purchasers, mortgagees or Subtenants, or to make any repairs or perform any reconstruction deemed necessary by Landlord.

At the expiration of the Term, Subtenant shall surrender the Premises to Landlord. Prior to the expiration of the Term, Subtenant shall remove all its trade fixtures and any movable personal property before surrendering the Premises and shall repair any damage to the Premises caused by such removal.

7. ALTERATIONS, ADDITIONS, IMPROVEMENTS. All alterations, additions and improvements made by Subtenant, which shall automatically become part of the Premises without payment therefor by Landlord, shall remain the property of Subtenant for the Term. Upon expiration of the Term, if requested by Landlord, Subtenant shall remove all such alterations, additions and improvements and restore the Premises as provided in Paragraph 6 above.

8. INSURANCE. Subtenant at its expense will be required to comply with and obtain (and maintain during the Term) all of the insurance required of Landlord under the Ground Lease. Subtenant (and not Landlord) shall be responsible for maintaining all insurance with respect to the Premises. All policies will name Landlord as an additional insured. The policies will be in such amounts and with such companies as shall from time to time be required by Subtenant's lenders or deemed commercially reasonable by Subtenant, Lessor and Landlord. In the event of a casualty of the Premises, Subtenant will promptly repair, restore or rebuild (as appropriate) the Premises to the same condition as existed as of the date hereof in accordance with Paragraph 6 above.

9. INDEMNIFICATION. Subtenant hereby agrees to indemnify and hold Landlord harmless from and against any and all claims for injury to persons (including death) or damage to property in or about the Premises, and against any costs or damages (including, without limitation, reasonable attorney's fees and costs) which Landlord may incur by reason of the assertion of any such claims and/or relating to Subtenant's breach of this Lease and/or Landlord's enforcement hereof.

10. LANDLORD MORTGAGES. Landlord agrees that this Sublease and all of Subtenant's rights hereunder are and shall always be senior and superior to any mortgage, or security instrument that may now exist, or may hereafter be placed upon the Premises by Landlord. In furtherance thereof, Landlord represents and warrants that there are no current mortgages or other liens or security interest affecting the Premises and covenants not to mortgage, lien or otherwise encumber the Premises during the Term of this Sublease, and Landlord shall indemnify and hold Subtenant harmless from any mortgages, liens or other claims asserted by third parties against Landlord's interest in the Premises. Landlord acknowledges and agrees that Subtenant may grant mortgages and liens on its interest hereunder, provided that such liens do not encumber or affect Landlord's leasehold interest in the Premises.

11. LANDLORD SELF-HELP, DEFAULT AND LIMITATION OF LIABILITY. If Subtenant shall default in the performance of any agreement or condition in this Sublease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default within applicable cure periods, Landlord may, without waiving any claim for damages for breach of this Sublease, at any time thereafter, cure such default for the account of Subtenant, and Subtenant agrees to promptly reimburse Landlord for any amount paid by Landlord in so doing (including reasonable attorneys' fees) and hold Landlord harmless from any liability incurred thereby. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within such time as is reasonably required to correct any such default after notice by Subtenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Subtenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being agreed that Landlord is not personally liable for any such judgment. This paragraph shall not limit any right that Subtenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.

12. DEFAULT. If Subtenant shall default in the performance of any of its covenants, agreements or obligations hereunder, which default is not cured, in the case of payment obligations, within thirty (30) days of written notice thereof from Landlord, and, in the case of non-monetary obligations, within thirty (30) days of written notice thereof from Landlord setting forth the nature of Subtenant's default, plus if cure is commenced within said thirty (30) days and such cure cannot reasonably be effected in said thirty (30) days such additional amount of time as is reasonably necessary to cure same (not to exceed ninety (90) days from the default notice), or if an assignment shall be made by Subtenant for the benefit of creditors, or if Subtenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, bring an action for specific performance or damages in any court of competent jurisdiction. In case of such default, Subtenant shall pay to Landlord all damages for breach as are available and permitted under the

laws of the District of Columbia. Notwithstanding anything herein to the contrary, prior to the Forbearance Termination Date in the event of any default or defaults by the Subtenant, Landlord shall not have any right to (i) give notice to terminate this Sublease or terminate this Sublease (except for an uncured violation of Section 5 above); (ii) re-enter and possess the Premises, remove all persons and property therefrom, or enter upon, re-enter and repossess the Premises by summary proceedings, ejectment or otherwise; (iii) any action to foreclose on, take possession of, sell or otherwise realize (judicially or non-judicially) upon the Premises, or any rights or privileges attendant thereto (including, without limitation, by set-off), (iv) any action to assert ownership rights with respect to the leasehold interest in the Premises, or any rights or privileges attendant thereto, and/or (v) the commencement of any legal proceedings to facilitate any of the actions described in clauses (i) through (v) above. Landlord will also be entitled to reimbursement for its reasonable attorneys' fees and court costs in pursuing its rights or remedies due to a default by Subtenant hereunder.

13. GROUND LEASE. Landlord covenants and agrees that it shall fully and timely perform all of its obligations under the Ground Lease, and shall maintain such Ground Lease in full force and effect, without default, during the Term. Landlord represents and warrants that it has obtained all consents and approvals necessary in order for Landlord to enter into and perform its obligations under the Ground Lease and this Sublease. Subtenant acknowledges and agrees that this Sublease is expressly subordinate to the Ground Lease and subject to each and every term and condition of the Ground Lease. Subtenant acknowledges that it has reviewed the Ground Lease and agrees to be bound by its terms and conditions, except for the terms of rent which will be governed by the terms of this Sublease. If for any reason the Ground Lease is terminated, then this Sublease will automatically be terminated; provided, however, that Landlord shall indemnify Subtenant for any termination of the Ground Lease caused by Landlord through no fault of Subtenant. If requested by Landlord or Lessor, then Subtenant upon not less than ten (10) days' notice will provide an estoppel certificate certifying that there is no default by Landlord or Lessor hereunder, that to the best of its knowledge Subtenant is not in default, that this Sublease is in full force and effect, that all of the Rent then due under the Sublease has been paid, and any other matters reasonably requested by Landlord or Lessor. If requested by Subtenant, the Landlord upon not less than ten (10) days' notice will provide an estoppel certificate certifying there is no default by Subtenant hereunder, to the best of Landlord's knowledge Landlord or Lessor is not in default, that this Sublease is in full force and effect, that all of the Rent then due under the Sublease has been paid, and any other matters reasonably requested by Subtenant.

14. TAX SALE. Landlord and Subtenant each acknowledge that this Sublease is intended to constitute a sale of the Premises from Landlord to Subtenant for federal income tax purposes. Landlord and Subtenant each agree that they shall not take any tax reporting position which is inconsistent with such treatment.

15. TERMINATION OF OPERATION AGREEMENT. Effective as of the date of this Sublease, Landlord and Subtenant agree that the Operation Agreement is hereby terminated and is no longer of any force and effect.


Signature Page Follows

IN WITNESS WHEREOF, Landlord and Subtenant have executed this Sublease in two or more counterparts, each of which shall be considered an original, as of the date first above written.


LANDLORD:

WITNESS:

BOUNCE DC, a nonprofit District of
Columbia corporation



Sarah Bradley, Secretary

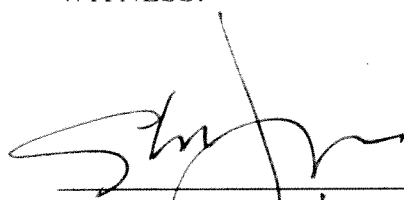
By: 

Name: Diana M. Rauner
Its: Co. President

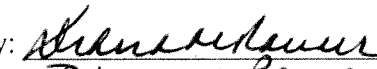
SUBTENANT:

WITNESS:

EDUCARE DC, a nonprofit District of
Columbia corporation



Dana M. Jones, Secretary

By: 

Name: Diana M. Rauner
Its: Co. President

Exhibit A

Premises Description

EXHIBIT A

All of those lots or parcels of land located in the District of Columbia and more particularly described as follows:

PARCEL I

Part of Lot 8 in a subdivision made by W.B. Webb, Trustee of a tract of land called "Fife and Fife Enlarged", as per plat recorded in Liber No. Governor Shepherd at folio 168 among the Records of the Office of the Surveyor for the District of Columbia.

NOTE: The above described land was formerly Part of Parcel 170/14.

AND

Part of Lot 26 in a subdivision made by William B. Webb, Trustee of a tract of land formerly "F.P. Hill's Washington Driving Park", as per plat recorded in Liber No. Governor Shepherd at Folio 177 among the Records of the Office of the Surveyor of the District of Columbia.

NOTE: The above described land was formerly Part of Parcel 170/16.

PARCEL II

Part of Lot 8 in the subdivision of a tract of land formerly known as 'F.P. Hill's Washington Driving Park at Benning's Station, on the 'B and P' RR, as per plat recorded in Liber Governor Shepard at folio 177 of the Records of the Office of the Surveyor for the District of Columbia.

NOTE: The above described land was formerly part of Parcel 170/15 and later dedicated as part of Anacostia Avenue.

All of the above land being described as one parcel as follows:

COMMENCING for a point, said point being the westerly angle point on the boundary line of Jurisdictional Transfer from the National Park Service to the District of Columbia as shown in the records of the Office of the Surveyor in Liber 131 at folio 97; thence with said line

N 44° 48' E 359.28 feet to the point of beginning; thence the following courses and distances:

S 45° 12' E 292.92 feet to the north line of Anacostia Avenue and continuing

S 45° 12' E 26.80 feet to a point within Anacostia Avenue; thence

S 44° 48' W 221.76 feet to a point; thence

N 45° 12' W 19.54 feet to a point; thence

Along a curve to the left 80.68 feet of radius 215.00 feet to a point on the north line of Anacostia Avenue; thence

Leaving said avenue and continuing along said curve 4.12 feet to a point; thence

N 67° 48' W 235.65 feet to a point on the boundary line of said Jurisdictional Transfer; thence with said boundary line

N 44° 48' E 328.63 feet to the point of beginning and containing 84,791 square feet

NOTE: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lots 828 and 832 in Square 5041.

8. Management Agreement (DRAFT)

DRAFT

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT BETWEEN EDUCARE DC AND EDUCARE DC CHARTER PUBLIC SCHOOL (_____ 2015)

This **EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT** (“Agreement”), is made and entered into by and between **EDUCARE DC**, a Washington DC corporation (“Educare”) and **EDUCARE DC CHARTER PUBLIC SCHOOL**, a non-profit education corporation (the “Charter School”) (individually “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Charter School has requested or secured authorization from the Authorizer to operate a charter school pursuant to the Charter School Law.

WHEREAS, Educare has a proven record of providing innovative educational products and services outside the traditional classroom, including but not limited to providing the “Educational Products and Services” as defined in Section 1.12 below.

WHEREAS, the Charter School desires to contract with Educare to receive such Educational Products and Services from Educare, and Educare desires to contract with the Charter School to provide such Educational Products and Services; and

WHEREAS, the Charter School and Educare are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management of Educational Products and Services by Educare on behalf of the Charter School.

NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Definitions.**

1.1 “**Academic Year**” shall mean July 1 through June 30.

1.2 “**Administrative Staff**” shall include the employees working at the School holding the positions described in Section 3.6.

1.3 “**Authorizer**” shall mean the District of Columbia Public Charter School Board.

1.4 “**Budget**” shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 10.

1.5 “**Charter**” shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods

of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law.

1.6 “**Charter School Board**” shall mean the Board of Trustees of the Charter School.

1.7 “**Charter School Law**” shall refer to the District of Columbia School Reform Act of 1995 and any other applicable laws.

1.8 “**Confidential Information**” shall have the meaning set forth in Section 11 of this Agreement.

1.9 “**Course(s)**” shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 2.1 and 2.3, respectively) that shall meet the educational content or other standards established by the District of Columbia in order to be recognized for high school credit in grades 6-12.

1.10 “**Date of Termination**” shall be the last day of the Academic Year or such other date established by the notice of Termination or by the Authorizer or DOE action.

1.11 “**Educational Products and Services**” shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below. All Educational Products and Services shall be included in the fees set forth in Section 9 below unless otherwise expressly provided.

1.12 “**Effective Date**” shall be the date first written above.

1.13 “**Eligible Students**” shall have the meaning set forth in Section 5 of this Agreement.

1.14 “**Enrolled**” shall apply to a Student (as hereinafter defined) (a) for whom the enrollment requirements of the Charter School have been met; (b) who has completed all of the requirements for admission to the Charter School; (c) has been notified of their acceptance in the Charter School; (d) has not been expelled from the Charter School; (e) has not been withdrawn from the Charter School by the parents or guardians or by the Student themselves if they are legally permitted to do so; (f) has not been withdrawn from the Charter School for lack of attendance or participation; and (g) has not enrolled in another full-time public or private school.

1.15 “**Fee Schedule**” shall have the meaning defined in Section 10.1 (a).

1.16 “**Instructional Materials**” shall mean, collectively, the Tangible Instructional Materials, described in Section 2.2, and the Intangible Instructional Materials, described in Section 2.3 below.

1.17 “**Intellectual Property**” shall mean collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide now or in the future, including but not limited to, moral rights and similar rights, and shall in all cases include marketing data and materials and other related collateral developed by Educare, regardless of whether such data, materials and collateral are developed specifically for the Charter School.

1.18 **“On-Site Teachers”** are Teachers delivering the Educational Products and Services at the School Facility in accordance with the terms of the Charter and this Agreement.

1.19 **“Parent/Guardian”** shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the School Handbook.

1.20 **“Personalized Learning Plan”** or **“PLP”** shall have the meaning set forth in Section 3.3 of this Agreement

1.21 **“Program Assistants”** shall mean the individuals who perform the responsibilities described in Section 3.6(e).

1.22 **“Performance Review”** shall mean a review of Educare’s performance under this Agreement, conducted at the Charter School Board’s discretion; the design, performance criteria and the methodology which shall be developed by the Charter School Board in consultation with Educare. A model Performance Review used to evaluate Educare’s performance by other charter schools it manages is attached as “Exhibit C”.

1.23 **“Program Guide”** shall mean the description of the curriculum and instructional program offered by Educare that is published annually.

1.24 **“School”** shall mean the Facility from which the Educational Products and Services are delivered.

1.25 **“School Calendar”** shall be the days when the Educational Services under this Agreement will be delivered to Students and Teachers, as defined by the School Handbook. Educare will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under District of Columbia law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.26 **“School Facility”** and **“Facility”** means the spaces located at 640 Anacostia Ave. NE, Washington, DC.

1.27 **“School Handbook”** shall mean the set of policies, rules and guideline that are to be followed by Students and their Parents/Guardians. The initial School Handbook and any material changes thereto shall be subject to the approval of the Charter School Board.

1.28 **“Special Needs Students”** shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”), or Section 504 of the Federal Rehabilitation Act of 1973.

1.29 **“Student”** shall mean a child who is Enrolled in the Charter School.

1.30 “**Student Records**” shall mean those “educational records,” as defined in the Family Education Rights and Privacy Act (“FERPA”), 20 USC 1232g (a)(4)(A), which the Charter School or Educare is required to retain in accordance with District of Columbia law.

1.31 “**Teachers**” are the individuals who provide educational instruction to Students pursuant to the terms of the Charter and this Agreement.

1.32 “**Term**” shall have the meaning set forth in Section 7 of this Agreement.

1.33 “**Virtual Teachers**” are the individuals delivering the Educational Products and Services from a location other than the School Facility pursuant to the terms of the Charter and this Agreement.

2. **Educational Products to be Provided by Educare.**

2.1 During the Term, Educare shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 10, which may be adjusted from time to time at the mutual agreement of both Parties.

2.2 **Tangible Instructional Materials.** A non-exclusive, non-transferable, royalty-free sub-license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement (“Tangible Instructional Materials”). The Tangible Instructional Materials shall be reviewed and approved annually by the Charter School Board. The Charter School acknowledges and agrees that Educare, its Affiliates (entity controlling, controlled by or under common control with Educare), and/or their vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to Educare for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by Educare of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by Educare to the Charter School, the Authorizer, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Educare, its Affiliates, an/or their vendors, or both, as the case may be. Educare shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. Educare may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. Educare and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student, or Parent/Guardian retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Charter School’s Program Guide as being available in both physical and electronic form, Educare may provide either version.

2.3 **Intangible Instructional Materials.** Intangible Instructional Materials include a non-exclusive, non-transferable, royalty-free, sub-license to use intangible educational materials that may include items such as online lesson content, lesson plans, and other intangible educational

materials included in any Courses listed in the Charter School's Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Intangible Instructional Materials shall be reviewed and approved annually by the Charter School Board which may occur in conjunction with the approval of the Budget and the Fee Schedule. The Charter School acknowledges and agrees that Educare, its Affiliates and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to Educare for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by Educare of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by Educare to the Charter School, the Authorizer, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Educare, its vendors, or both, as the case may be.

2.5 Charter School Provided Materials. Educational materials provided to Students directly by the Charter School using Charter School funds, shall remain the property of the Charter School and the Charter School shall remain solely responsible for the management, including storage, replacement, and repair, of such materials.

2.6 Computer Hardware and Software. The Charter School will lease from Educare: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter or required by law, for each Student who Enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively "Hardware and/or Software"). Any Hardware and/or Software provided by Educare will be the exclusive property of Educare or its contractors and will be returned upon the termination of this Agreement or when the Student is no longer enrolled, whichever is sooner. The Hardware and/or Software may be updated from time to time with the approval of the Charter School Board. To the extent that such Hardware and/or Software is not recovered, Educare may invoice Students unless prohibited by law, for any Hardware and/or Software not returned. Educare and the Charter School shall cooperate to ensure that Hardware and/or Software are, to the extent possible, recovered, and that no Student, Parent/Guardian, Administrative Staff, or Teachers obtain ownership of any such Hardware and/or Software. The Charter School may also elect to lease or purchase its own Hardware and/or Software, and contract with Educare to manage such Hardware and/or Software. If the Charter School elects to purchase or lease Hardware and/or Software for use by Students, Administrative Staff, or Teachers, it agrees that such Hardware and/or Software will meet or exceed the same specifications as that offered to the Charter School for lease by Educare.

2.7 Office Products and Supplies. The Charter School will engage Educare to provide office supplies, and office related products that are not purchased by the Charter School ("Office Products and Supplies"), which shall be owned by the Charter School. The Charter School acknowledges and agrees that until such time as payment is received in full from the Charter School, Educare, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by Educare to the Charter School of such Office Products and Supplies provided under this Agreement. Upon receipt of such full payment, sole ownership of the Office Products and Supplies shall transfer to the Charter School. If the Charter School does not contract with Educare to provide such Office Products and

Supplies as described in this Section, then the Charter School shall be responsible for providing them at its own cost.

2.8 Education Management System. Educare will provide to the Charter School access to the Education Management System (“EMS”) used by Administrative Staff, Teachers, Students, Parents/Guardians and other individuals required, or otherwise authorized, to access the system in order to provide or receive the Educational Services specified in this Agreement. The EMS will include features and functions required to meet the requirements of the Charter including: Assignment Management and Tracking, Communication Tools and Reporting. Educare may update the features and functions of the EMS from time to time. The Charter School acknowledges and agrees that Educare or its licensor is the sole owner of its EMS through which certain of the Educational Services are delivered, and any content contained in the EMS is owned by Educare and its vendors, except for student records, which shall be owned by the Charter School. This Agreement does not constitute a transfer by Educare to the Charter School, Administrative Staff, Teachers, Students, or Parents/Guardians of any Intellectual Property rights in its EMS or any content contained in the EMS. All right, title, and interest in and to the EMS and any content contained in the EMS, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Educare and its vendors, except for student records, which shall be owned by the Charter School.

3. Educational Services to be provided by Educare.

During the Term, Educare shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 10, which may be adjusted from time to time at the mutual agreement of both Parties.

3.1 Relationship Manager. One or more employees of Educare shall act as the relationship manager, with responsibility for working with the Charter School to evaluate instructional and programmatic offerings and activities, identify and resolve problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration.

3.3 Personalized Learning Plan Protocol. Support for Teachers in the development of a Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the District of Columbia or required by the Charter.

3.4 Assessments. A series of assessments administered to Students to gauge mastery of core concepts and readiness for the District of Columbia’s standardized tests including but not limited to: (a) a placement evaluation; (b) an additional skills assessment, designed to measure a Student’s level against District of Columbia standards, which will generally be administered to Students enrolled during the first two (2) months of the Academic Year and those enrolled during the last two (2) months of the Academic Year; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student’s progress, as shall be mutually agreed upon by the Charter School Board and Educare; (d) Progress Reports that shall be prepared for each Student at least quarterly, and (e) any methods of pupil assessment required by the Charter.

3.5 Standardized Tests. All Students shall be required to participate in the District of Columbia’s standardized tests to the same extent as students enrolled in any other District of

Columbia public school. Educare shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the Charter School Board information concerning the percentage of Students participating in the testing program to the extent that their participation is legally required.

3.6 Administrative Staff.

(a) Chief Administrative Officer. The Educare shall employ one or more persons who shall be designated as the “Executive Director” of the Charter School. The selection of the Executive Director by Educare shall be approved by the Charter School Board. The Executive Director, if there is only one such position, or a Teacher, if acting as the Chief Administrative Officer if there is no Executive Director, shall be sometimes hereinafter referred to as the “Chief Administrative Officer”.

(b) Responsibility. The Chief Administrative Officer shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and Students to learn. The On-Site Teachers shall report to the Chief Administrative Officer or such individual as shall have been designated by him or her, and the Chief Administrative Officer shall work under the direction of Educare School Management. The Chief Administrative Officer shall comply with Educare practices and protocols in the delivery of the Educational Services and shall report to Educare as to the operation of the Charter School.

(c) Replacement of Chief Administrative Officer. Educare shall consult with the Charter School Board in the process of Educare’s evaluation of the Principal. The Charter School Board shall have the right to request that Educare replace the Chief Administrative Officer, in the event that the Charter School Board is dissatisfied with his or her performance, and so notifies Educare in writing. Upon such written request, Educare shall promptly take steps to replace the Chief Administrative Officer. In addition, Educare may replace the Chief Administrative Officer at any time; provided that the Principal’s replacement shall be reviewed and approved by the Charter School Board. Any replacement of the Chief Administrative Officer will be done so as to minimize the disruption to Students.

(d) Other Administrative Staff. Educare may also employ one or more persons who shall be designated as Site Directors. Such staff shall report to the Chief Administrative Officer or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers, to the extent qualified to do so, in addition to their other responsibilities.

(e) Program Assistants: Educare may also employ one or more individuals as Program Assistants. Program Assistants shall be responsible for non-instructional aspects that contribute to a Student’s success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement, mentoring and tutoring Students under the supervision of Teachers and the Chief Administrative Officer or the Site Director.

(f) Other Clerical or Support Administrative Positions. Educare may also employ one or more individuals in clerical or support positions as may be required to support school operations.

3.7 Teaching Staff.

(a) Employment of Teachers. Educare will employ one or more persons designated as On-Site Teachers who will work face-to-face with students at the Charter School. Educare retains the authority and responsibility for the day to day selection, supervision, oversight, discipline and dismissal of the Teachers.

(i) Educare shall have the responsibility for recruiting, training and assigning Teachers.

(ii) Educare shall have responsibility for hiring, supervising, evaluating, disciplining, including making recommendations related to dismissal, of Teachers. Educare shall keep the Charter School Board informed of all Teaching Staff related actions and decisions on a regular basis.

(iii) All Teachers shall hold the requisite teaching certificate in accordance with applicable law and as permitted by the Charter School Board.

(b) Teacher Performance and Conduct. The Charter School Board may, at any time, request that the Chief Administrative Officer promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Chief Administrative Officer shall provide a prompt report to the Charter School Board and Educare on any and all actions taken in response to such a request. In the event the Chief Administrative Officer fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Chief Administrative Officer are deemed inadequate, the Charter School Board may require the removal or replacement of a Teacher within sixty (60) days of any written request or immediately upon written notice in the event the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student, and so notifies Educare in writing.

3.8 Contracted Services. Educare shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, supervision and liability insurance. Educare agrees to require sufficient background checks, including fingerprinting, as specified by law, for each employee or prospective employee, and to otherwise meet any other applicable regulatory requirements.

3.9 Educational Resource Center. Educare shall provide access to additional educational support staff in the areas of tutoring, special education, gifted education and curriculum services, with such staff being available to Teachers, and Students, according to the terms of the School Handbook and other policies and procedures established by Educare. Such resources will be available via email and toll-free telephone during School Calendar days, during the hours of 9 a.m. to 6 p.m. Eastern Time.

3.10 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers and Administrative Staff will be trained in the Educare protocols. In addition, continuing professional development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with District of Columbia statutes and regulations that specify professional development requirements.

3.12 Technical Support and Maintenance. Educare shall provide technical support and maintenance for Hardware and/or Software provided by it to Students, On-Site Teachers and Administrative Staff via email and toll-free telephone during the School Calendar days, during the hours of 9 a.m.to 6 p.m. Eastern Time. Educare will only be responsible for providing repairs according to the policies outlined in the School Handbook, as approved by the Charter School Board. For Students using computer hardware and software not supplied by Educare, Educare shall provide initial technical support for non-Educare supplied hardware and software to make sure that Students have the minimum requirements necessary to participate in the Educational Services, and then shall continue to provide technical support as necessary for the Students' use of the EMS. Educare may contract with outside vendors for the provision of all or any portion of the technical support and maintenance as required herein.

3.13 Student Records. Educare shall provide maintenance of Student Records in accordance with local and federal requirements. Educare shall maintain the confidentiality of all Students' records in compliance with applicable local and federal laws and regulations, and pursuant to the confidentiality provisions set out in Section 11 of this Agreement. Educare shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations. All Student Record information shall remain the property of the Charter School and, to the extent not immediately available to the Charter School, shall be provided to the Charter School within five (5) business days of the Charter School's written request for such information. Educare may retain a copy of such records subject to the confidentiality requirements of this Section.

3.14 Services to Special Needs Students. Educare and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to Special Needs Students. Educare shall provide the necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting District of Columbia or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with District of Columbia and federal rules, regulations and policies.

3.15 School Facilities and Services.

(a) The Charter School may contract with Educare to provide or maintain in good working order one or more blended school facilities, which may include learning spaces for Students and, offices. In the event Educare is the provider of the blended school facility, the Charter School Board shall enter into a sublease(s) with Educare in a form substantially similar to Exhibit B, subject to negotiation with the landlord(s) for the Facility and the Charter School. The terms and conditions of the Sublease shall govern the relationship between the Charter School

and Educare with respect to the Facility. Termination or expiration of this Agreement shall not result in the termination of said sublease(s).

(i) Any facility provided or managed by Educare shall meet all legal requirements for school facilities. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Charter School Board. Educare and the Charter School agree that Educare will be named on any lease as the tenant and will have the right to collect from the Charter School all rental and other costs incurred in connection with its role as tenant on such lease, but will otherwise have no beneficial financial interest in any approved lease.

(ii) Any use of the Facility during hours when the Charter School is not in session will be subject to the approval of the Charter School Board.

(iii) Upon written request from the Charter School Board, Educare shall request landlord's consent to assign the lease to the Charter School. However, the Charter School shall have no recourse against Educare in the event the landlord refuses to consent to the assignment and the Charter School shall remain fully obligated under the terms of the sublease for duration of the sublease term.

(iv) In the event that this Agreement is terminated prior to its expiration, if Educare has entered into a facility lease for the Charter School, (A) Educare shall have the unilateral option to assign any lease obtained on behalf of the Charter School to the Charter School, inclusive of all rights and obligations set forth therein, and the Charter School Board shall accept any such assignment, subject to landlord approval if such approval is required, and (B) any capital equipment or furniture and fixtures owned by Educare and located in the facility may be purchased by the Charter School at the then-current tax records book value.

(v) Until such time as landlord's consent to assign is received, or in the event such landlord's consent is denied, the Charter School shall remain fully responsible for all obligations under the lease, as more specifically set forth in the sublease agreement between Educare and the Charter School. Further, the Charter School shall remain obligated to reimburse Educare for any unpaid rental owed Educare under the sublease and shall require, as a contractual obligation, any successor EMO to effect such reimbursement from the funding received to operate the Charter School. If landlord refuses to consent to an assignment of the lease to the Charter School, the Charter School shall require any successor EMO, to guarantee the Charter School's subtenant obligations.

(vi) If the Charter School does not elect to contract with Educare to provide or manage its facilities and capital equipment, furniture and fixtures ("FFE"), then the Charter School shall be responsible for providing them at its own cost, and shall ensure that access to any facility that it maintains shall be ADA-compliant. Further, liability insurance for any facility leased directly or managed by the Charter School, and for any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School. Technology based equipment, including computers, smart boards, projectors, and other technology based equipment with an industry standard useful life of three years or less are not considered capital equipment for purposes of this subsection.

(vii) If the Charter School does elect to contract with Educare to provide the FFE that are not purchased by the Charter School, then the Parties agree that the Charter School has the right to purchase the FFE from Educare at any time at a price determined by the following formula: Educare Cost of Acquisition (including sales tax and delivery) times {1 (one) minus [the number of months the FFE was placed in service times (1/60) plus 0.05]}. The 0.05 may be viewed as a 5% incentive for the Charter School to purchase the FFE from Educare.

The following example illustrates this calculation: Educare purchases student workstations at a cost of \$50,000 (includes delivery and sales tax) and places the items in service on September 1, 2012. On April 1, 2014, the Charter School exercises its rights to acquire these workstations. The price Educare would sell the workstations to the Charter School would be calculated as follows:

$$\begin{aligned} & \$50,000 \times \{1 - [19 \text{ months} \times (1/60) + 0.05]\} = \\ & \$50,000 \times \{1 - [0.3167 + 0.05]\} = \\ & \$50,000 \times \{1 - [0.3667]\} = \\ & \$50,000 \times \{0.6333\} = \\ & \$31,665 - \text{Price Charter School Pays to Acquire the Workstations from Educare} \end{aligned}$$

(b) The Charter School may contract with Educare to provide telephone service, data lines, including Internet access, and such other similar services used by personnel who are engaged in providing Educational Services under this Agreement.

3.16 Financial and Other Reporting. Educare will provide treasury and accounting reports for all Educare activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School. Educare will be responsible for providing to the Charter School Board any such reports as are required by law, regulation, or the Charter, including a report of budgeted and actual expenses, and will assist in providing any information required by the Authorizer, Charter School, the District of Columbia Department of Education or its auditors. Information on the performance of the Charter School and its Students shall be provided to the Charter School Board, as required by this Agreement or upon request after reasonable advance notice to enable the Charter School Board to monitor Educare's performance. Educare specifically acknowledges its responsibility to make information concerning the operation and management of the Charter School available to the Charter School Board in order to enable it to fully satisfy its obligations under the Charter. Financial and other data will be available to the Charter School Board separately from Educare's operations or any other schools managed by Educare. Hardware and/or Software provided by Educare, Educare shall provide for the management of such Hardware and/or Software. In the event that the Charter School does not procure the Hardware and/or Software from Educare, it shall separately contract with Educare for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by Educare and to assume all liability related to any failure by the Charter School to provide such management services.

3.18 Management of Instructional Materials. Educare will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

3.19 Other Management Services. Educare will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to a management fee as defined in Section 10. Administrative support shall include, but not be limited to, such services as the posting of required public notices, preparation and delivery of Charter School Board materials and preparation of minutes accurately reflecting the Charter School Board meetings. Educare will have the right to add applicable charges for any new or additional services agreed upon by the Parties but not previously provided for under this Agreement to the Fee Schedule described in Section 10.

3.20 Non-delegable Duties. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the Charter School Board to Educare pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

3.21 Other. Educare will be responsible to provide such other services not specifically described herein but which are required by the Charter. Educare will have the right to add applicable charges for any new or additional services agreed upon by the Parties but not previously provided for under this Agreement or the Fee Schedule described in Section 10. To the extent that any of the terms, conditions, or provisions of the Charter conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.

4.1 Compliance with Law and Regulation. The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's bylaws.

4.2 Other Services. To the extent that the Charter School elects not to contract with Educare for any of the products or services provided for in this Agreement, the Charter School shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.

4.3 Insurance. The Charter School shall comply with any insurance provisions as set forth in Section 15.

5. Performance Review. During year three (3), but prior to the close of year three (3), of the Initial Term, Educare shall undergo a Performance Review to ascertain its performance strengths and shortcomings in managing the Charter School and providing the Educational Products and Services provided for under this Agreement, as measured against the performance metrics specified in the Performance Review. Based on the outcome of the Performance Review, Educare shall work with the Charter School Board to develop a performance improvement plan to address any shortcomings identified in the Performance Review. The performance improvement plan shall include measurable milestones against which the Educare's performance may be

measured at the close of each Academic Year following such Performance Review. The Charter School Board in its sole discretion may initiate subsequent Performance Reviews as it deems necessary.

6. Eligible Students.

6.1 Admission Requirements. Any child qualified under the laws of District of Columbia for admission to a public charter school in grades PK-3 or PK-4 is eligible to become a Student under this Agreement subject to any applicable limitations established by law or regulation, or otherwise determined by the Charter School Board to the extent not prohibited by such law or regulation, and subject to verification of their residency or other requirements established by law or regulation. No tuition will be charged. No fees will be charged unless approved by the Charter School Board.

6.2 Number. The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and Educare shall not exceed that number without specific approval from the Charter School Board and the Authorizer, if applicable. In addition, Educare may limit the number of Students in each grade served under this Agreement to conform to the Budget and admissions and enrollment policies approved by the Charter School Board.

6.3 Priority. Educare agrees to follow the admissions and enrollment policy adopted by the Charter School Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and students prior to their enrollment, including any procedure for conducting a lottery. Once enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

6.4 Recruiting and Community Education. Educare will be responsible for recruiting and informing the community about the Charter School. All such recruiting and community education activities shall be reported to the Charter School Board in a timely fashion.

6.5 Public Website. Educare will maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law and any other information requested by the Charter School Board.

6.6 Enrollment. The Charter School delegates to Educare responsibility for enrolling Students into the Charter School in accordance with the rules and procedures established by law, the Office of the State Secretary of Education (OSSE), and the Charter School Board. However, the Charter School has no responsibility to pay Educare for any Students it enrolls for whom payment is not received from OSSE or are otherwise not eligible to be enrolled. Educare shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request.

6.7 Full-time Status. Dual or part-time enrollment will not be permitted except by prior written agreement by Educare and the Charter School.

6.8 Withdrawal. A Student may withdraw from the Charter School at any time during the Academic Year. Students shall be automatically withdrawn as required by Charter School Law. Educare, to the extent known, shall provide to a Student's next school of attendance all information required by law. Educare will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. Educare will be responsible for reimbursing any District of Columbia and federal funds that it has received to the extent funding is disallowed as a result of a Student's withdrawal.

7. Term and Termination.

7.1 Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the later of June 30 following the fifth (5th) anniversary of the effective date of the Agreement or the expiration of the initial term of the Charter (the "Initial Term").

7.2 Renewal. Upon expiration of the Initial Term, this Agreement shall renew annually automatically, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".

7.3 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

(a) By both Parties if they agree in writing to the termination;

(b) By either Party, if one Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other Party, or, in the event objectively ascertainable reasonable efforts have been made to effect such cure and the breach at issue does not objectively lend itself to cure within such 30 day period, then such additional time as necessary to complete said cure, but in no event longer than 60 days following written notification of such breach;

(c) By Educare, if the payments to which Educare is entitled under Section 10 of this Agreement are materially reduced as a result of a change in funding provided to the Charter School and such funding reduction is not caused by a breach of this Agreement by Educare, or applicable law or regulations impose requirements that are materially different from those previously provided under this Agreement and Educare is unwilling or unable to make the required changes;

(d) By either Party, if the Charter is terminated, or if the Charter School is no longer authorized by the Authorizer as required by applicable District of Columbia law and regulation and such termination or withdrawal of authorization results in the defunding of the Charter School prior to the close of the Academic Year;

(e) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a computer-based blended or charter school, as defined by applicable laws and regulations, but

only if Educare is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;

(f) By the Charter School, if the Charter School Board determines after a Performance Review , in the Charter School's sole reasonable discretion, that Educare has failed to satisfactorily address any shortcomings identified in the Performance Review through the implementation of the performance improvement plan referenced in Section 5 above. Termination under this subsection may not occur prior to the close of year four (4) of the Initial Term in order to provide Educare the opportunity to implement the aforementioned performance improvement plan. Notice of said termination must be made on or before April 1 and shall not take effect until the close of the Academic Year in which said notice is given unless the Parties agree otherwise in writing;

(g) By either Party in the event that the Parties fail to agree on a Budget including the Fee Schedule in accordance with Section 10;

(h) By either Party in the event the other Party files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors; or

(i) By Educare, if Educare determines there are irreconcilable differences with respect to the manner in which Educare and/or the Charter School carries out its responsibilities under the terms of this Agreement.

7.4 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year, except if such termination is the result of Sections 6.3(b), (c), (d), or (f).

7.5 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term:

(a) Educare shall assist and cooperate with the Charter School in the closure of the Charter School or provide the Charter School Board reasonable assistance for up to ninety (90) days for the transition of the provision of Educational Products and Services from Educare to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course;

(b) Each Party will promptly (not later than thirty (30) days after the Date of Termination return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the EMS and other Educational Products and Services shall be discontinued as of the Date of Termination;

(d) Educare shall provide to the Charter School all Student Records not otherwise in the Charter School's possession at no additional cost; and

(e) The Charter School shall pay Educare all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the Date of Termination.

(f) To the extent sums due Educare at termination comprise advances in the form of startup funding and/or deficit protection credits (together "Advances"), and the Charter School terminates pursuant to Section 7.13 (b), (e), (f) and/or (h), all sums owed to Educare that comprise Advances shall be forgiven as of the date of said termination.

8. Representation Regarding Non-discrimination.

Educare, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, language spoken, intellectual or athletic ability, measures of achievement or aptitude, status as a student with special needs, or any other basis prohibited by federal or District of Columbia law.

9. Health and Safety.

9.1 Educare specifically acknowledges that it shall not do anything to interfere with and shall assist the Charter School in its responsibility to adhere to the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by District of Columbia law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all District of Columbia immunization laws.

10. Financial Terms.

10.1 Payments. The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by Educare under this Agreement, Educare and the Charter School shall negotiate in good faith a schedule of fees for services (the "Fee Schedule") for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a "percentage of revenue," and as permitted by law, such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from local or federal government agencies, including but not limited to Title I funds, grants, income, or other funding

sources (the “Revenues” and together with all Revenues in a given Academic Year, collectively “Total Revenues”). Total Revenues shall not include Charter School raised funds that are raised without more than negligible assistance from Educare.

(b) Any costs required by the Charter not specifically included in this Agreement shall be paid by the Charter School.

(c) As approved by the Charter School Board, Parties may agree to have Educare act as its payment agent for various other expenditures not included in the Fee Schedule. Educare will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

(d) Educare will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Charter School Board which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Educare may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by District of Columbia law, for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by Educare to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the District of Columbia or Charter Authority of funding due, or if the Charter School is disputing any charges. The Charter School shall notify Educare of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the District of Columbia. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, Educare shall refund such amount to the Charter School.

(e) To the extent that any adjustments as a result of a District audit are the result of Educare failure to adequately perform its responsibilities under this Agreement or the Charter, Educare will be required to either: (i) return any required funds to the Charter School in the amount determined by the District of Columbia funding authority, or (ii) to the extent that funds are withheld from future funding of the Charter School, reduce the fees invoiced the Charter School by the amount that funding is withheld.

(f) The Parties agree to negotiate in good faith to reach an agreement for the provision of one or more performance incentives for Educare.

10.2 Budgets. The parties will make good faith efforts to begin discussions related to developing the budget by no later than April 1, and will be presented to the Charter School Board for review and approval no later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Educare agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit for the following fiscal year). The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and Educare do not agree with the

proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by June 30 or such date as is agreed to by the Parties or otherwise required in any regulatory requirement or the Charter for budget submission.

10.3 Protection Against Deficits. In the event that, as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to Educare as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, Educare shall issue a non- interest bearing credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to \$10,000 as of each June 30 during the Term of this Agreement. To the extent that the Net Assets at the end of any June 30 exceeds \$10,000 and in the event that credits have previously been issued and not repaid, Educare shall be entitled to the repayment of any such credits

10.4 Receipts and Expenditures for Title Funding, Special Education, Gifted Education, Grants etc. To the extent that the School is eligible to receive additional revenue over and above the District or Federal Aid amounts, Educare will be responsible for collecting such funds on behalf of the Charter School and will make any required disbursements in accordance with its responsibilities as required under this Agreement or by law.

10.5 Breakdown of Charges. No later than September 30 of each year during the Term, Educare, for information purposes only, will provide to the Charter School a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, a sublicense to the EMS, Computer Hardware and Software, etc. This shall not change the amounts due to Educare by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by Educare.

10.6 Sales Tax. The Charter School shall provide Educare with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement. If any sales and use taxes are assessed against the Charter School on products and services provided by Educare under the terms of this Agreement, Educare will provide a credit to the Charter School equal to the amount of the sales or use taxes paid by the Charter School.

11. Confidential Information.

11.1 Confidential Information Defined. As used in this Agreement, "Confidential Information" means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party's or its Affiliates' customers or business partners unless it must be disclosed by applicable law. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (1) educational content, curricula,

teaching outlines, lesson plans, testing processes, and procedures; (2) Student Records and other student-related or Parent/Legal Guardian personal information; (3) information regarding business strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (4) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (5) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (6) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (7) the terms of this Agreement; and (8) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

Confidential Information does not include information that has been proven to be at the time of disclosure (a) publicly available through no act or omission of the receiving Party; (b) disclosed to a third Party by the owning Party without restriction on disclosure; (c) disclosed to the non-owning Party by a third Party without restriction on disclosure and without breach of a nondisclosure obligation; (d) independently developed by the other Party without the use of any Confidential Information; or (e) previously known to the other Party without nondisclosure obligations.

11.2 Obligation to Protect. To the extent permitted by law, each Party shall maintain the confidentiality of the other Party's Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 3.14. Educare shall make such information and facilities available to authorized Charter School personnel, Authorizer, District of Columbia regulatory authorities, and any other person, as required to comply with applicable laws and regulations, and in accordance with Section 3.14.

11.3 Protection of Student Records. The Parties acknowledge and agree that under District of Columbia Law and 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties designate the staff, employees and volunteers who are providing educational or administrative services to the Student as agents of the Charter School having a legitimate educational interest and thus entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable local and federal laws and regulations.

11.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing

Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

12. Ownership of Intellectual Property and Tangible Personal Property Supplied by Educare.

12.1 Intellectual Property. Charter School agrees that Educare or its licensor is the sole owner of the EMS and Educare, its Affiliates, and/or its contracted vendors are the owners of any Intellectual Property, Intangible Instructional Materials and other content contained in the EMS ("Content") made available pursuant to Section 2.3. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets or other Intellectual Property related to the EMS, the Intangible Instructional Materials, or the Content by reason of the Charter School's use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to Educare and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of Educare and its transferees.

12.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School of any Educational Products supplied by Educare pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with Educare

12.3 Trademarks. Educare and its Affiliates are the owner of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services, which can be found at _____. Educare grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Educare. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by Educare, the most up to date version of which can be found _____. Educare retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Educare. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the name "Educare", the Educare logo and any other Licensed Marks that may be contained therein (including, if applicable, the Charter School name) within sixty (60) days after the Date of Termination, unless otherwise agreed to by the Parties.

13. Indemnification.

13.1 Indemnification by Educare of the Charter School Board. To the extent not covered by insurance or not barred by any District of Columbia legislation, Educare shall defend, indemnify and hold the Charter School Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Charter School Board and their respective agents and employees may be

subject by reason of any wrongdoing, misconduct, negligence, or default by Educare, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Charter School Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of Educare shall survive the termination of this Agreement. The Charter School shall have the right, at its own expense, to participate in the defense of any suit, without relieving Educare of any of its obligations hereunder.

13.2 Indemnification by the Charter School. To the extent not covered by insurance or not barred by any District of Columbia legislation, the Charter School shall defend, indemnify and hold Educare and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which Educare and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the Charter School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Educare officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the Charter School shall survive the termination of this Agreement. Educare shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

13.3 Indemnification Procedure. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any third (3rd) party claim (including any claim related to or arising out of the provision of services to Special Needs Students, as provided for in subsection 3.14) of loss, damages, liabilities and costs, or other third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

14. Limitation of Liabilities.

14.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of Educare, its directors, officers, employees, or agents.

14.2 In no event will Educare and their respective employees or agents be responsible or liable for the debts, acts or omissions of the Charter School, its directors, officers, employees, or agents.

15. Insurance.

15.1 Educare Insurance. Except for D & O insurance, Educare will maintain and keep in force no less than the amounts of insurance required of the Charter School Board under the Charter and as are provided for in **Exhibit A** to cover insurable risks associated with operations under this

Agreement, whether such operations are conducted by Educare, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker's compensation insurance for any Educare employees provided under the terms of this Agreement. The Charter School may request to be included as an "additional insured" at no additional charge. Any charges associated with such insurance shall be included in the Fee Schedule.

15.2 Charter School Insurance. The Charter School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event Educare shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. Educare shall be included as an "additional insured" as to any such coverage. The Charter School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Authorizer or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.

15.3 Liability Insurance. Liability insurance for any facility leased directly and/or managed by the Charter School and any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

16. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School: ADDRESS

If to Educare: ADDRESS

17. Miscellaneous.

17.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

17.2 Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written consent of the other, which consent shall not be unreasonably withheld; provided that a change in control of Educare or its managing member, notice of which shall be provided by Educare to Charter School Board, shall not be deemed a violation of this Agreement.

17.3 Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all

prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

17.4 Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

17.5 No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

17.6 Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

17.7 Governing Law. This Agreement shall be governed and controlled by the laws of the District of Columbia. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in the District of Columbia, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

17.8 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).

17.9 Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

17.10 Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and local laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

17.11 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

17.12 Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

17.13 Attendance at Meetings. During the Term, Educare will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings. Such rights are limited exclusively to attendance and provide no rights to participate without the express permission of the Charter School Board. The designated individuals shall also have the right to attend closed or executive sessions unless explicitly excused by the Charter School Board so that Educare may be discussed or to avoid the inadvertent waiver of the attorney client privilege, or where such attendance is not prohibited by applicable law

17.14 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

17.15 Survival. The rights and responsibilities of Sections 7.5, 10, 11, 12, 13, 14, 15, 16, 17.1, 17.2, 17.3, 16.4, 17.6, 17.7, 17.10, 17.11, 17.12, 17.14, 17.15 and 16.16 shall survive the termination of this Agreement.

17.16 Status and Relationship of the Parties. Educare is a limited liability company organized under the laws of the District of Columbia, and is not a division or a part of the Charter School. The Charter School is a District of Columbia not-for-profit education corporation authorized by the Charter School Law and is not a division or part of Educare. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Educare shall be deemed to be an agent or employee of the Charter School. Educare shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the Charter School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Educare and the Charter School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by Educare and the Charter School.

SIGNATURE PAGE TO FOLLOW

Welcome to Educare of Washington, DC (Educare DC+). You are joining a team dedicated to the education and welfare of children, families, and a commitment to excellence. We hope that your experience at Educare DC will be personally and professionally fulfilling.

Educare may be a large network of schools with multiple campuses, but we share a common mission and vision. We strive to create a warm, nurturing environment at each campus that sets the stage for a robust and challenging academic program that instills in our students curiosity about their world and a love of learning. That takes the combined efforts of all Educare DC employees. Each employee makes a unique contribution and accepts the responsibility of giving his/her best efforts every day.

This Employee Handbook has been prepared as a resource for employees, designed to acquaint you with Educare DC, its operations and procedures. Please feel free to consult with the Human Resources Generalist on any additional questions or concerns that you may have.

We choose our employees carefully and believe your time with us will be mutually beneficial. This is an organization that cares a great deal about its employees, our school families, and the community at large. We expect excellence because it is only through excellence that we will achieve our ambitious goals.

Sincerely,

Educare DC Management

INTRODUCTION

This Employee Handbook has been developed by the Office of UPO CDC in order to familiarize employees with Educare DC and provide general information about Educare DC's personnel policies. This compilation is general in nature, and is not intended to be comprehensive or to address all the possible applications of or exceptions. You are urged to consult management about specific questions you have about this manual or Educare DC's policies and procedures.

This Employee Handbook does not create a contract between any employee(s) and/or Educare DC. Educare DC, through its Administrative Manager -UPO CDC, reserves the right to modify, suspend or terminate any of the policies described in this handbook in its sole discretion, whether with or without prior notice to employees. Although the Office of UPO CDC will inform you of changes as they occur, changes to any policy, procedure, or information may not result in the issuance of a new handbook. In cases where a new handbook is not distributed, it is your obligation to keep track of all changes to Educare DC's policies and procedures.

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SECTION 1: ORGANIZATION AND KEY SERVICES

WELCOME TO EDUCARE OF WASHINGTON, DC

Congratulations! You are now an employee at one of America's trend-setting social service agencies. Educare of Washington, DC (Educare DC) is a dynamic, yet supportive place that will help you grow your skills and knowledge in the field of early childhood programming and make an important contribution to your community.

Educare schools are a force for systems and policy change nationwide, by infusing learning communities with our model of excellence and demonstrating that an early investment prevents costly inventions later. An internal investment is made intentionally to develop Educare schools of excellence.

What's more, this investment has a greater impact on the broader community by affecting early education and family support systems. This occurs in multiple ways:

- * Altering the discipline of early care and education
- * Demonstrating Outcomes
- * Publishing and disseminating materials and presentations
- * Creating a professional development system built into the Educare School Model
- * Placing student interns in Educare schools, offering opportunities and experiences that influence their future practice
- * Natural attrition of staff into other community systems

Educare DC is one of several centers around the country that work together as a force for positive change, not only in the District of Columbia, but across the Metropolitan area and the nation.

We maintain our energy for all these activities because we are dedicated to our organization's mission, values, and goals. At Educare DC we don't set our mission on a shelf- we live it every day through the work that we do.

What is Educare and Why Is It Unique?

Early childhood development in disadvantaged neighborhoods is most often focused on daycare-not development. Educare dramatically changes that dynamic.

Public . Private Partnership . funded largely through private funding and leveraging federal, state and local resources, including:

- Bill & Melinda Gates Foundation
- Educare Learning Network
- Buffett Early Childhood Fund
- DC Promise Neighborhood Initiative
- George Kaiser Family Foundation
- Irving Harris Foundation
- Pritzker Children's Initiative

- Sunshine Lady Foundation
- The United Planning Organization
- W. K. Kellogg Foundation

Model Program

- Model for future replication throughout the US
- Ultimately will have an impact on national policy
- Educare affiliates coast to coast (see www.educareschools.org, for the most current listing of operating sites and sites under construction)

Research Driven Program

- Numerous scientific studies support the concept and framework
- Outcomes-based approach
- Follow-up with children and families

Child-Focused/Center-Based Socialization, Education and Literacy

- Comprehensive curriculum for children ages birth to five years old
- Space uses design and architecture to promote optimal social, emotional and skill development
- Building designed to meet programmatic needs

Staffing

- Teachers with a Bachelor's Degree in Early Child Education or a related field in each classroom
- A Master's degreed teacher oversees each cluster of two (2) to four (4) classrooms
- Workforce Development Training Center to provide opportunities for future educators
- Low staff-to-child ratio of 1:3 for infants and 1:6 for preschoolers

Parental Involvement

- Family Engagement Specialists work with families to assist them in accessing needed community resources and to help overcome health and safety threats outside the center
- Parents are fully engaged at all levels . they will serve on Parent Committees and on the Shared Governance Council
- Parent Training Center devoted to parenting activities, training, and workshops.

Educare DC's Commitment

Educare Centers are committed to helping young children grow up safe, healthy and eager to learn. We value families with young children and believe they should have high-quality services and that public policies should further high-quality services to families.

We support research, based on actual practice, to help us understand what really helps families. Through a consortium of partners, we create, provide and promote the highest quality outcome-based learning environments for families and their children who are at-risk for school

failure. Our principles and practices are based on continual research and implementation within the field of early childhood education. Our children's success will lessen costly societal interventions later.

Educare DC's Vision and Mission Statement

Our vision and mission is to demonstrate that research-based early childhood education prevents the persistent achievement gap of our nation's most at-risk young children.

The Educare Learning Network's evidence, practice expertise, and dynamic partnerships help to ensure that all children and families, especially those at greatest risk, will have access to effective early learning, and that the first five years will be an integral part of the nation's education system.

Educare Schools & The Educare Learning Network: An Innovative Model Of Program Services For Young Children And Their Families

Our Educare School is a Part of a Larger Network

Educare DC is a delegate agency of the United Planning Organization, a community-based organization that has been in existence in the District of Columbia for more than twenty (20) years; and is a member of the Educare Learning Network, a group of like-minded, high quality organizations in the Early Childhood field who work together to develop and run Educare Schools across the country.

While the member organizations are in various stages of growth and development in the planning and implementation of their Educare program, they . . . and other agencies and philanthropists who will become Educare Learning Network partners in the future . . . are committed to continuously strengthening the services they provide to young children (ages birth to five) and their families. They are accomplishing this by learning together, sharing information and resources, and by continually implementing best practices to improve their work. Network agencies also seek to educate local, state, and national leaders about the importance of investing in early education and care to ensure that all young children grow up safe, healthy, eager to learn and ready for school.

Key Elements of the Educare Model

Like those in other good Head Start programs, children and families enrolled in Educare schools receive a range of high-quality early education, health, nutrition, and family support services. Educare enriches this strong foundation by providing full-day; full-year programming that is based on and informed by evidence-based practices and research.

Additional resources are also dedicated for language and early literacy development; providing substantial support for social-emotional health, including an environment that minimizes abrupt transitions; raising requirements for staff educational levels; and, individualizing services for

children and their families by using cutting-edge assessment tools. In these ways, the Educare approach reaches beyond the ~~%typical+and %expected+~~to strive for more effective and lasting change.

As our goal at Educare is to increase the odds of children's success in school and later in life, we implement a ~~%best practices+~~approach to early childhood using research to guide our work with families. Specifically, our programs seek to ensure that graduates of Educare will:

- * have age-appropriate language, early literacy, and cognitive skills;
- * demonstrate self-regulation, cooperativeness, and empathy for others, at home, in school and in their communities;
- * demonstrate active learning through curiosity, self-direction and confidence in self; and,
- * be physically healthy and have age-appropriate physical development.

Educare programs also work to strengthen families' ability to support their children's success. Specifically, the programs seek to ensure that families will:

- * be strengthened in their role as primary nurturers of their children;
- * be supported in their relationships with their children; and,
- * effectively support their children's education, healthy growth and development.

Relationship-Based Work

A large part of your work in our program is to build positive relationships with parents, children, and your co-workers. At Educare, one way that positive relationships are developed is through ~~%Reflective Practice and Supervision+~~. At Educare, all staff members participate in reflective supervision in which a set, regular time is provided for staff members to step back from their work, sort through their thoughts and feelings about what they are doing, and develop a partnership with their Supervisors in making the many tough decisions of this challenging work.

At Educare, you are a member of a multi-disciplinary team of education, social service, program evaluation/research, food service, maintenance, transportation and administrative staff. Good communication with your team members is essential to good teamwork.

Interdisciplinary work is promoted through many of our activities at Educare, and staff members have numerous opportunities to learn about and be supported in interdisciplinary work. Our teaching and Family Engagement staff meet regularly, in teams, to develop and implement unified family and program service plans. Both teaching and Family Engagement staff interact with consultants who are also providing services to the children and families in our program, and as such, regular meetings between all of the professional staff are required to plan these specialized services and to share critical information. While each of these disciplines (Education, Family Engagement and Consultants for Infant Mental Health, Speech and Language, OT, PT, etc.) have approaches that view the child and family from different perspectives, the goal at Educare is to ensure that these different approaches, equally important, work in unison.

Interdisciplinary meetings (such as child and family staffing, family/child reviews and program leadership meetings) allow time for staff to develop a cohesive team approach to their work.

They problem-solve around differences in approach and service delivery, in order to set and revise goals for the program and to ensure that all the resources of the organization are working together in the best possible way for families.

Educare DC Organizational Chart

In the Appendices section of this manual is Educare DC's organizational chart. Over time, you will see how your specific role fits into and supports the overall functioning of our program.

Program Evaluation and Continuous Program Improvement

Educare is committed to continuous program improvement and learning how to best help the children and families that come to our center/school. The Educare Learning Network is equally committed to program evaluation. Therefore, the Network is in the process of conducting a multi-site Implementation Study to evaluate the progress of the centers in fully implementing the Educare model and to collect benchmark data on the progress made by children, families and staff in all the Schools within the Educare Learning Network.

Educare's Model of Services

Our program services at Educare are comprised of program components that help us provide high quality services and support our staff in their roles as change agents for young children and their families. Below is a chart showing a model of Educare's services.

A Partnership To Create a Birth-to-Five Program	A Place To Serve as a Beacon of Hope	A Program To Prepare Children for School
<p>Develop strong public-private partnerships</p> <ul style="list-style-type: none"> Anchored in each community by a private funder Leverage the resources of local schools, Federal Head Start, state child care programs, and other public partners <p>Secure all available funding for early care and education to:</p> <ul style="list-style-type: none"> Create an enriched staffing pattern of teachers, family support, and consultants Provide comprehensive services on-site, including mental health services for infants, children, and families Provide full-day, full-year services <p>Provide a blend of high-quality birth-to-five services for at-risk children and their families</p> <ul style="list-style-type: none"> Preschool (Local school district) Child care (State) Head Start/Early Head Start (Federal) <p>Blend dollars so funding streams are invisible to families</p>	<p>Create a recognizable place for birth-to-five early care and education</p> <p>Send a firm message to invest in early childhood because children are born learning</p> <p>Serve as an opportunity to educate the community at large</p> <p>Design a building to meet programmatic needs:</p> <ul style="list-style-type: none"> Infants and toddlers: 50% of space Minimize transitions Multiple indoor and outdoor play spaces that meet the developmental needs of children Consultation space 	<p>Use research-based strategies, beginning from prenatal until age five (5)</p> <ul style="list-style-type: none"> Commitment to continuous program improvement through evaluation of the impact of our services Start early-emphasize prenatal services and <u>the use of doulas is recommended</u> <p>Commitment to implementing Reflective Supervision & Practice <u>throughout the program</u></p> <p>Provide strong emphasis on social-emotional development <u>to promote school readiness</u></p> <p>Provide enhanced focus on language and literacy</p> <p>Maintain high teacher qualifications and intensive staff development</p> <ul style="list-style-type: none"> Master Teachers with advanced degrees in Early Childhood and Infancy In each class: Lead Teacher with a Bachelors of Arts degree and coursework in Early Childhood; Assistant Teacher with an A.A. degree with coursework in Early Childhood; and, a Teacher Aide with a high school diploma and coursework or credentialed in child development or childcare <p>Maintain high staff/child ratios and small group sizes</p> <ul style="list-style-type: none"> Infant-Toddler Rooms= 3:8 Preschool Rooms=3:17 <p>Provide continuity of care-primary caregivers, small groups & minimal transitions-to help children develop secure relationships</p> <p>Offer on-site Family Engagement</p> <ul style="list-style-type: none"> Staff will have Master's and Bachelor's degrees

Planning Year and Key Events

We are a full-year program, so we are open throughout the summer months. **Our 'program year' typically ends at the end of June with the District of Columbia's Public School year and begins at the end of August after a week of training and transition**

1A. Head Start and Early Head Start

Head Start and Early Head Start

Brief History of Head Start

Head Start has been in existence since 1965. It is a program designed to help low income/at risk children and their families.

The program offers additional opportunities for a child's growth and development, and is concerned with the whole child and his/her family.

Head Start programs are operated by Community Action Agencies, schools, colleges, or any other non-profit, non-political organization.

Admission to the program is not based on race, religion, national origin, or color. The program is designed to meet the needs of local families, recognizing the fact that all people are different.

To overcome the challenges eligible families face, it is necessary that all programs implement the following broad goals:

- * Improving the child's health
- * Improving and expanding the child's ability to think, reason and speak clearly
- * Helping children to get wider and more varied experiences which will broaden their horizons, increase their ease of conversation and improve their understanding of the world in which they live
- * Giving the child frequent chances to succeed. Such chances may thus erase patterns of frustration and failure, especially the fear of failure
- * Developing a climate of confidence for the child which will make him/her want to learn
- * Increasing the child's ability to get along with others in his/her family and at the same time, helping the family to understand him/her and any strengths and challenges . thus strengthening family ties
- * Fostering feelings of belonging to the community
- * Planning activities which allow groups from every social, ethnic and economic level in the community to join together in solving problems

Head Start Standards

To administer and regulate these objectives in any Head Start Program, a series of performance standards are in place to ensure quality and proper implementation in a program. The overall goal of these standards is to increase the social competence and school readiness skills of young children in low-income families. In addition, the entire range of Head Start services are responsive and appropriate to each child and family's developmental, ethnic, cultural and linguistic heritage and experience. The Head Start standards define the objectives in concrete terms and provide a structure for monitoring. The tool that is used to monitor programs is the Office of Head Start FY 2012 Monitoring Protocol and it focuses on the standards in the specific objective areas.

Head Start Goals and Objectives

In accordance with Head Start regulations and standards, our program establishes an annual service plan yearly: a set of goals and objectives to guide us in planning and implementing what we will do in our program and detailing how the Head Start Performance Standards will be met.

The goals and objectives are written in a group effort with staff and parent input focusing on the needs of the community and the children and families we serve. Specific areas of the program are stressed such as health, education, family engagement, mental health and disabilities and parent involvement. Goals and objectives are reviewed regularly during the school year.

Monitoring

Educare DC is a delegate agency of the United Planning Organization (UPO) for our Early Head Start and Head Start programs, and is regularly monitored by this agency for compliance with federal regulations throughout the school year. Formal monitoring is completed yearly over a week long process where all aspects of the Head Start program are reviewed and assessed.

Monitoring results are shared with staff. If non-compliances are identified, areas in which performance standards are not adequately met are discovered, there is an opportunity to make changes and set goals for compliance.

Every three (3) years, Head Start and Early Head Start Programs are monitored by a team selected by the Office of Head Start. This process includes a review of all records, policies, and procedures to ensure compliance of Head Start and Early Head Start Performance Standards. Monitors will observe you in your classroom and may ask follow up questions about what they observed.

Shared Governance of the Head Start Project

Consistent with the principles of Community Action and the policies of the Head Start Project, Educare DC, hereinafter expresses the policy and procedures by which it will support maximum feasible participation of the consumer group most affected by the delivery of Head Start services, the parents.

Through the practices of Parent Engagement, Educare DC shall provide support and guidance for the Parent Policy Council (PPC). The PPC shall share governance responsibility with the Board of Directors. That shared role shall include:

Programmatic Planning: The Board of Directors shall provide for a Community Needs Assessment. This assessment shall identify the needs of families throughout the region. Special emphasis shall be placed on obtaining the input of parents living at or below the federal poverty guidelines. Public forums, focus groups and surveys will be used to include the input of all parties. The data will be analyzed by the Educare DC Head Start Staff and presented to PPC for approval of:

- ✧ Program Options
- ✧ Programmatic Implementation Strategies

Applications for funding request must be submitted to the Executive Director (the Board of Directors designee) and accompanied with written verification of the PPC approval prior to being considered as an official request.

The Executive Director shall submit an Annual Plan which includes projections for funding and programmatic objectives. Once approved by the Board of Directors, the Executive Director is to work within the framework of approved policies to implement the work plan. The Executive Director must report to the Board of Directors monthly on programmatic and funding issues. Approval on recommended action will be secured at these meetings.

Personnel: The Personnel Committee of Policy Council (PCPC) has full authority to act on behalf of the PPC in hiring and dismissal of employees. The hiring and dismissal of all employees must be conducted in collaboration with the Human Resources staff of UPO CDC. Consistent with our policies, the PPC's representatives will participate in the hiring process. Once reference checks and a full criminal background check have been completed, the selected applicant will be submitted to the Personnel Committee of Policy Council for approval. No Head Start employee will be dismissed without the approval of the Personnel Committee of Policy Council. In the event of extenuating circumstances (such as child safety or other acts which represent a legal liability to Educare DC) the Executive Director and/or the School Director is empowered to remove the employee from service prior to securing approval from the Personnel Committee of Policy.

As the legal entity of Educare DC, the Board of Directors shall approve all Personnel Policies and Procedures. All revisions of the Policy must include the PPC's input and approval.

Fiscal: Educare DC shall maintain a Financial Procedures Manual to guide it through the implementation of its fiscal practices. The following steps must be included in matters relevant to Head Start.

- ✧ **Budgeting:** All Head Start budgets must be prepared by Educare DC Head Start staff and submitted to the PPC for input and approval. No budget shall be submitted for

action by the Executive Director without the approval of the PPC. All Head Start related expenses must be approved by Executive Director and/or the School Director of Educare DC prior to disbursement.

- ✱ **Financial Reporting:** Educare DC's Administrative Manager, the Office of UPO CDC shall be responsible for the preparation of monthly financial statements. These statements shall compare actual expenses to the budgeted amounts. The reports shall be made available to the PPC by the Executive Director of Educare DC for review. All reallocating of funding must be approved by the PPC and the President of the Educare DC Board of Directors.

Outcomes: The Executive Director of Educare DC shall, based upon the Program Options approved by the PPC, submit to the President of Educare DC's Board of Directors a set of outcomes by which the programmatic achievements shall be measured. Those outcomes shall be consistent with those measured by the funding sources and must be placed in chronological order. Monthly progress reports on those achievements must be submitted to the President of the Board of Directors and the PPC. They shall serve as a means to assess the achievements and determine future planning action. The results shall be presented quarterly to the Board of Directors for review and input.

Annually, Educare DC staff, PPC and parents shall conduct a self assessment of the Head Start program. The result of that assessment shall be shared with the President of the Board of Directors. Findings shall result in the establishment of strategies for improvement and a time frame that is monitored for compliance.

Impasse: In the implementation of these Policies and Procedures, should the Board of Directors and the PPC find that they are unable to agree, an Impasse Panel shall be established consistent with the process contained in Educare DC's Personnel Manual. Its findings shall constitute final local action.

Parent Policy Appeal Process

In the event of difference of opinion in matters of shared governance, the Executive Director and the School Director shall confer with the PPC to arrive at a mutually acceptable position.

Should the PPC feel the aggrievement has not been sufficiently dealt with, they may appeal to the full Board of Directors. If there is a disagreement between the PPC and the Board of Directors, the issue will go to impasse. The committee on impasse will be comprised of one person from the PPC, one person from the Board of Directors, and one person mutually accepted by both groups.

1B. Community Resources

DCPNI : District of Columbia Promise Neighborhood Initiative

Educare DC is located within the footprint of DC's Promise Neighborhood Initiative. The initiative, funded by the US Department of Education, is an adaptation of the Harlem Children's

Zone idea of leveraging high-quality, comprehensive services to all the children and families in a specific geographic area (in this case, the Kenilworth-Parkside neighborhood).

DCPNI envisions that each child and parent in the Ward 7 community of Kenilworth-Parkside will receive the ~~five~~ Promises+of: 1) Caring adults; 2) Physical and emotional safety wherever they are; 3) A healthy start; 4) An effective education; and, 5) Opportunities to help others.

Educare DC is a member of the DCPNI Early Learning Network and together the network of providers will share resources, information, and lessons learned in order to maximize the number of young children and families able to access the high quality care that leads to success in later years.

1C. National Association for the Education of Young Children (NAEYC) Code of Ethical Conduct

As a team of educational professionals that work with young children and their families, we face daily decisions that could have a moral and/or ethical implication. As a guide to all Educare DC staff and as a commitment to the families enrolled at Educare DC, we uphold and pledge to follow the NAEYC Code of Ethical Conduct, which offers guidelines for responsible behavior and sets forth a common basis for resolving the principal ethical dilemmas encountered in early childhood care and education.¹

Standards of ethical behavior in early childhood care and education are based on commitment to the following core values that are deeply rooted in the history of the field of early childhood care and education. We have made a commitment to:

- Appreciate childhood as a unique and valuable stage of the human life cycle
- Base our work on knowledge of how children develop and learn
- Appreciate and support the bond between the child and family
- Recognize that children are best understood and supported in the context of family, culture,* community, and society
- Respect the dignity, worth, and uniqueness of each individual (child, family member, and colleague)
- Respect diversity in children, families, and colleagues
- Recognize that children and adults achieve their full potential in the context of relationships that are based on trust and respect

Conceptual framework

The Code sets forth a framework of professional responsibilities in four sections. Each section addresses an area of professional relationships: (1) with children, (2) with families, (3) among colleagues, and (4) with the community and society. Each section includes an introduction to the primary responsibilities of the early childhood

¹ Position Statement of the NAEYC Code of Ethical Conduct and Statement of Commitment.

practitioner in that context. The introduction is followed by a set of ideals (I) that reflect exemplary professional practice and by a set of principles (P) describing practices that are required, prohibited, or permitted.

The **ideals** reflect the aspirations of practitioners. The **principles** guide conduct and assist practitioners in resolving ethical dilemmas. Both ideals and principles are intended to direct practitioners to those questions which, when responsibly answered, can provide the basis for conscientious decision making. While the Code provides specific direction for addressing some ethical dilemmas, many others will require the practitioner to combine the guidance of the Code with professional judgment.

The ideals and principles in this Code present a shared framework of professional responsibility that affirms our commitment to the core values of our field. The Code publicly acknowledges the responsibilities that we in the field have assumed, and in so doing supports ethical behavior in our work. Practitioners who face situations with ethical dimensions are urged to seek guidance in the applicable parts of this Code and in the spirit that informs the whole.

Often the right answer+ the best ethical course of action to take- is not obvious. There may be no readily apparent, positive way to handle a situation. When one important value contradicts another, we face an ethical dilemma. When we face a dilemma, it is our professional responsibility to consult the Code and all relevant parties to find the most ethical resolution.

Ethical Responsibilities to Children

Childhood is a unique and valuable stage in the human life cycle. Our paramount responsibility is to provide care and education in settings that are safe, healthy, nurturing, and responsive for each child. We are committed to supporting children's development and learning; respecting individual differences; and helping children learn to live, play, and work cooperatively. We are also committed to promoting children's self-awareness, competence, self-worth, resiliency, and physical well-being.

Ideals

- I-1.1.** To be familiar with the knowledge base of early childhood care and education and to stay informed through continuing education and training.
- I-1.2.** To base program practices upon current knowledge and research in the field of early childhood education, child development, and related disciplines, as well as on particular knowledge of each child.
- I-1.3.** To recognize and respect the unique qualities, abilities, and potential of each child.
- I-1.4.** To appreciate the vulnerability of children and their dependence on adults.
- I-1.5.** To create and maintain safe and healthy settings that foster children's social, emotional, cognitive, and physical development and that respect their dignity and their contributions.

- I-1.6.** To use assessment instruments and strategies that are appropriate for the children to be assessed, that are used only for the purposes for which they were designed, and that have the potential to benefit children.
- I-1.7.** To use assessment information to understand and support children's development and learning, to support instruction, and to identify children who may need additional services.
- I-1.8.** To support the right of each child to play and learn in an inclusive environment that meets the needs of children with and without disabilities.
- I-1.9.** To advocate for and ensure that all children, including those with special needs, have access to the support services needed to be successful.
- I-1.10.** To ensure that each child's culture, language, ethnicity, and family structure are recognized and valued in the program.
- I-1.11.** To provide all children with experiences in a language that they know, as well as support children in maintaining the use of their home language and in learning English.
- I-1.12.** To work with families to provide a safe and smooth transition as children and families move from one program to the next.

Principles

- P-1.1.** Above all, we shall not harm children. We shall not participate in practices that are emotionally damaging, physically harmful, disrespectful, degrading, dangerous, exploitative, or intimidating to children.
- P-1.2.** We shall care for and educate children in positive emotional and social environments that are cognitively stimulating and that support each child's culture, language, ethnicity, and family structure.
- P-1.3.** We shall not participate in practices that discriminate against children by denying benefits, giving special advantages, or excluding them from programs or activities on the basis of their sex, race, national origin, religious beliefs, medical condition, disability, or the marital status/family structure, sexual orientation, or religious beliefs or other affiliations of their families. (Aspects of this principle do not apply in programs that have a lawful mandate to provide services to a particular population of children.)
- P-1.4.** We shall involve all those with relevant knowledge (including families and staff) in decisions concerning a child, as appropriate, ensuring confidentiality of sensitive information.
- P-1.5.** We shall use appropriate assessment systems, which include multiple sources of information, to provide information on children's learning and development.
- P-1.6.** We shall strive to ensure that decisions such as those related to enrollment, retention, or assignment to special education services, will be based on multiple sources of information and will never be based on a single assessment, such as a test score or a single observation.
- P-1.7.** We shall strive to build individual relationships with each child; make individualized adaptations in teaching strategies, learning environments, and curricula; and consult with the family so that each child benefits from the program. If after such efforts have been exhausted, the current placement does not meet a child's needs, or the child is seriously jeopardizing the ability of other children to benefit from the program, we shall collaborate with the child's family and appropriate specialists to determine the additional services needed and/or the placement option(s) most likely to ensure the

child's success. (Aspects of this principle may not apply in programs that have a lawful mandate to provide services to a particular population of children.)

- P-1.8.** We shall be familiar with the risk factors for and symptoms of child abuse and neglect, including physical, sexual, verbal, and emotional abuse and physical, emotional, educational, and medical neglect. We shall know and follow state laws and community procedures that protect children against abuse and neglect.
- P-1.9.** When we have reasonable cause to suspect child abuse or neglect, we shall report it to the appropriate community agency and follow up to ensure that appropriate action has been taken. When appropriate, parents or guardians will be informed that the referral will be or has been made.
- P-1.10.** When another person tells us of his or her suspicion that a child is being abused or neglected, we shall assist that person in taking appropriate action in order to protect the child.
- P-1.11.** When we become aware of a practice or situation that endangers the health, safety, or well-being of children, we have an ethical responsibility to protect children or inform parents and/or others who can.

Ethical Responsibilities to Families

Families are of primary importance in children's development. Because the family and the early childhood practitioner have a common interest in the child's well-being, we acknowledge a primary responsibility to bring about communication, cooperation, and collaboration between the home and early childhood program in ways that enhance the child's development.

Ideals

- I-2.1.** To be familiar with the knowledge base related to working effectively with families and to stay informed through continuing education and training.
- I-2.2.** To develop relationships of mutual trust and create partnerships with the families we serve.
- I-2.3.** To welcome all family members and encourage them to participate in the program.
- I-2.4.** To listen to families, acknowledge and build upon their strengths and competencies, and learn from families as we support them in their task of nurturing children.
- I-2.5.** To respect the dignity and preferences of each family and to make an effort to learn about its structure, culture, language, customs, and beliefs.
- I-2.6.** To acknowledge families' childrearing values and their right to make decisions for their children.
- I-2.7.** To share information about each child's education and development with families and to help them understand and appreciate the current knowledge base of the early childhood profession.
- I-2.8.** To help family members enhance their understanding of their children and support the continuing development of their skills as parents.
- I-2.9.** To participate in building support networks for families by providing them with opportunities to interact with program staff, other families, community resources, and professional services.

Principles

- P-2.1.** We shall not deny family members access to their child's classroom or program setting unless access is denied by court order or other legal restriction.
- P-2.2.** We shall inform families of program philosophy, policies, curriculum, assessment system, and personnel qualifications, and explain why we teach as we do, which should be in accordance with our ethical responsibilities to children (**see Section I**).
- P-2.3.** We shall inform families of and, when appropriate, involve them in policy decisions.
- P-2.4.** We shall involve the family in significant decisions affecting their child.
- P-2.5.** We shall make every effort to communicate effectively with all families in a language that they understand. We shall use community resources for translation and interpretation when we do not have sufficient resources in our own programs.
- P-2.6.** As families share information with us about their children and families, we shall consider this information to plan and implement the program.
- P-2.7.** We shall inform families about the nature and purpose of the program's child assessments and how data about their child will be used.
- P-2.8.** We shall treat child assessment information confidentially and share this information only when there is a legitimate need for it.
- P-2.9.** We shall inform the family of injuries and incidents involving their child, of risks such as exposures to communicable diseases that might result in infection, and of occurrences that might result in emotional stress.
- P-2.10.** Families shall be fully informed of any proposed research projects involving their children and shall have the opportunity to give or withhold consent without penalty. We shall not permit or participate in research that could in any way hinder the education, development, or well-being of children.
- P-2.11.** We shall not engage in or support exploitation of families. We shall not use our relationship with a family for private advantage or personal gain, or enter into relationships with family members that might impair our effectiveness working with their children.
- P-2.12.** We shall develop written policies for the protection of confidentiality and the disclosure of children's records. These policy documents shall be made available to all program personnel and families. Disclosure of children's records beyond family members, program personnel, and consultants having an obligation of confidentiality shall require familial consent (except in cases of abuse or neglect).
- P-2.13.** We shall maintain confidentiality and shall respect the family's right to privacy, refraining from disclosure of confidential information and intrusion into family life. However, when we have reason to believe that a child's welfare is at risk, it is permissible to share confidential information with agencies, as well as with individuals who have legal responsibility for intervening in the child's interest.
- P-2.14.** In cases where family members are in conflict with one another, we shall work openly, sharing our observations of the child, to help all parties involved make informed decisions. We shall refrain from becoming an advocate for one party.
- P-2.15.** We shall be familiar with and appropriately refer families to community resources and professional support services. After a referral has been made, we shall follow up to ensure that services have been appropriately provided.

Ethical Responsibilities to Colleagues

In a caring, cooperative workplace, human dignity is respected, professional satisfaction is promoted, and positive relationships are developed and sustained. Based upon our core values, our primary responsibility to colleagues is to establish and maintain settings and relationships that support productive work and meet professional needs. The same ideals that apply to children also apply as we interact with adults in the workplace.

A—Responsibilities to co-workers

Ideals

- I-3A.1.** To establish and maintain relationships of respect, trust, confidentiality, collaboration, and cooperation with co-workers.
- I-3A.2.** To share resources with co-workers, collaborating to ensure that the best possible early childhood care and education program is provided.
- I-3A.3.** To support co-workers in meeting their professional needs and in their professional development.
- I-3A.4.** To accord co-workers due recognition of professional achievement.

Principles

- P-3A.1.** We shall recognize the contributions of colleagues to our program and not participate in practices that diminish their reputations or impair their effectiveness in working with children and families.
- P-3A.2.** When we have concerns about the professional behavior of a co-worker, we shall first let that person know of our concern in a way that shows respect for personal dignity and for the diversity to be found among staff members, and then attempt to resolve the matter collegially and in a confidential manner.
- P-3A.3.** We shall exercise care in expressing views regarding the personal attributes or professional conduct of co-workers. Statements should be based on firsthand knowledge, not hearsay, and relevant to the interests of children and programs.
- P-3A.4.** We shall not participate in practices that discriminate against a co-worker because of sex, race, national origin, religious beliefs or other affiliations, age, marital status/family structure, disability, or sexual orientation.

B—Responsibilities to employers

Ideals

- I-3B.1.** To assist the program in providing the highest quality of service.
- I-3B.2.** To do nothing that diminishes the reputation of the program in which we work unless it is violating laws and regulations designed to protect children or is violating the provisions of this Code.

Principles

- P-3B.1.** We shall follow all program policies. When we do not agree with program policies, we shall attempt to effect change through constructive action within the organization.
- P-3B.2.** We shall speak or act on behalf of an organization only when authorized. We shall take care to acknowledge when we are speaking for the organization and when we are expressing a personal judgment.

- P-3B.3.** We shall not violate laws or regulations designed to protect children and shall take appropriate action consistent with this Code when aware of such violations.
- P-3B.4.** If we have concerns about a colleague's behavior, and children's well-being is not at risk, we may address the concern with that individual. If children are at risk or the situation does not improve after it has been brought to the colleague's attention, we shall report the colleague's unethical or incompetent behavior to an appropriate authority.
- P-3B.5.** When we have a concern about circumstances or conditions that impact the quality of care and education within the program, we shall inform the program's administration or, when necessary, other appropriate authorities.

C—Responsibilities to employees

Ideals

- I-3C.1.** To promote safe and healthy working conditions and policies that foster mutual respect, cooperation, collaboration, competence, well-being, confidentiality, and self-esteem in staff members.
- I-3C.2.** To create and maintain a climate of trust and candor that will enable staff to speak and act in the best interests of children, families, and the field of early childhood care and education.
- I-3C.3.** To strive to secure adequate and equitable compensation (salary and benefits) for those who work with or on behalf of young children.
- I-3C.4.** To encourage and support continual development of employees in becoming more skilled and knowledgeable practitioners.

Principles

- P-3C.1.** In decisions concerning children and programs, we shall draw upon the education, training, experience, and expertise of staff members.
- P-3C.2.** We shall provide staff members with safe and supportive working conditions that honor confidences and permit them to carry out their responsibilities through fair performance evaluation, written grievance procedures, constructive feedback, and opportunities for continuing professional development and advancement.
- P-3C.3.** We shall develop and maintain comprehensive written personnel policies that define program standards. These policies shall be given to new staff members and shall be available and easily accessible for review by all staff members.
- P-3C.4.** We shall inform employees whose performance does not meet program expectations of areas of concern and, when possible, assist in improving their performance.
- P-3C.5.** We shall conduct employee dismissals for just cause, in accordance with all applicable laws and regulations. We shall inform employees who are dismissed of the reasons for their termination. When a dismissal is for cause, justification must be based on evidence of inadequate or inappropriate behavior that is accurately documented, current, and available for the employee to review.
- P-3C.6.** In making evaluations and recommendations, we shall make judgments based on fact and relevant to the interests of children and programs.
- P-3C.7.** We shall make hiring, retention, termination, and promotion decisions based solely on a person's competence, record of accomplishment, ability to carry out the

responsibilities of the position, and professional preparation specific to the developmental levels of children in his/her care.

- P-3C.8.** We shall not make hiring, retention, termination, and promotion decisions based on an individual's sex, race, national origin, religious beliefs or other affiliations, age, marital status/family structure, disability, or sexual orientation. We shall be familiar with and observe laws and regulations that pertain to employment discrimination. (Aspects of this principle do not apply to programs that have a lawful mandate to determine eligibility based on one or more of the criteria identified above.)
- P-3C.9.** We shall maintain confidentiality in dealing with issues related to an employee's job performance and shall respect an employee's right to privacy regarding personal issues.

Ethical Responsibilities to Community and Society

Early childhood programs operate within the context of their immediate community made up of families and other institutions concerned with children's welfare. Our responsibilities to the community are to provide programs that meet the diverse needs of families, to cooperate with agencies and professions that share the responsibility for children, to assist families in gaining access to those agencies and allied professionals, and to assist in the development of community programs that are needed but not currently available. As individuals, we acknowledge our responsibility to provide the best possible programs of care and education for children and to conduct ourselves with honesty and integrity. Because of our specialized expertise in early childhood development and education and because the larger society shares responsibility for the welfare and protection of young children, we acknowledge a collective obligation to advocate for the best interests of children within early childhood programs and in the larger community and to serve as a voice for young children everywhere.

The ideals and principles in this section are presented to distinguish between those that pertain to the work of the individual early childhood educator and those that more typically are engaged in collectively on behalf of the best interests of children- with the understanding that individual early childhood educators have a shared responsibility for addressing the ideals and principles that are identified as ~~%~~collective.+

Ideal (Individual)

- 1-4.1.** To provide the community with high-quality early childhood care and education programs and services.

Ideals (Collective)

- I-4.2.** To promote cooperation among professionals and agencies and interdisciplinary collaboration among professions concerned with addressing issues in the health, education, and well-being of young children, their families, and their early childhood educators.
- I-4.3.** To work through education, research, and advocacy toward an environmentally safe world in which all children receive health care, food, and shelter; are nurtured; and live free from violence in their home and their communities.

- I-4.4.** To work through education, research, and advocacy toward a society in which all young children have access to high-quality early care and education programs.
- I-4.5.** To work to ensure that appropriate assessment systems, which include multiple sources of information, are used for purposes that benefit children.
- I-4.6.** To promote knowledge and understanding of young children and their needs. To work toward greater societal acknowledgment of children's rights and greater social acceptance of responsibility for the well-being of all children.
- I-4.7.** To support policies and laws that promote the well-being of children and families, and to work to change those that impair their well-being. To participate in developing policies and laws that are needed, and to cooperate with other individuals and groups in these efforts.
- I-4.8.** To further the professional development of the field of early childhood care and education and to strengthen its commitment to realizing its core values as reflected in this Code.

Principles (Individual)

- P-4.1.** We shall communicate openly and truthfully about the nature and extent of services that we provide.
- P-4.2.** We shall apply for, accept, and work in positions for which we are personally well-suited and professionally qualified. We shall not offer services that we do not have the competence, qualifications, or resources to provide.
- P-4.3.** We shall carefully check references and shall not hire or recommend for employment any person whose competence, qualifications, or character makes him or her unsuited for the position.
- P-4.4.** We shall be objective and accurate in reporting the knowledge upon which we base our program practices.
- P-4.5.** We shall be knowledgeable about the appropriate use of assessment strategies and instruments and interpret results accurately to families.
- P-4.6.** We shall be familiar with laws and regulations that serve to protect the children in our programs and be vigilant in ensuring that these laws and regulations are followed.
- P-4.7.** When we become aware of a practice or situation that endangers the health, safety, or well-being of children, we have an ethical responsibility to protect children or inform parents and/or others who can.
- P-4.8.** We shall not participate in practices that are in violation of laws and regulations that protect the children in our programs.
- P-4.9.** When we have evidence that an early childhood program is violating laws or regulations protecting children, we shall report the violation to appropriate authorities who can be expected to remedy the situation.
- P-4.10.** When a program violates or requires its employees to violate this Code, it is permissible, after fair assessment of the evidence, to disclose the identity of that program.

Principles (Collective)

- P-4.11.** When policies are enacted for purposes that do not benefit children, we have a collective responsibility to work to change these practices.
- P-4.12.** When we have evidence that an agency that provides services intended to ensure children's wellbeing is failing to meet its obligations, we acknowledge a collective ethical responsibility to report the problem to appropriate authorities or to the public. We shall be vigilant in our follow-up until the situation is resolved.
- P-4.13.** When a child protection agency fails to provide adequate protection for abused or neglected children, we acknowledge a collective ethical responsibility to work toward the improvement of these services.

SECTION 2: EMPLOYEE POLICIES AND PROCEDURES

WHAT EDUCARE DC EXPECTS OF YOU

Educare DC needs your help in making each work day enjoyable and rewarding for our entire school community. Your first responsibility is to know your own duties and to perform them promptly, correctly, and pleasantly. Secondly, you are expected to cooperate with the Administrative Team, your fellow employee(s), and to maintain a good attitude.

How you interact with fellow employees, those whom Educare DC serves, and how you accept direction can affect the success of your team. In turn, the performance of one team can impact the entire service offered by Educare DC. Consequently, whatever your position, you have an important assignment: **perform every task to the very best of your ability.**

You are encouraged to take advantage of opportunities for personal and professional development offered to you. This handbook offers insight on how you can perform positively and to the best of your ability to meet and exceed the Educare DC expectations.

Remember, you help create the pleasant and safe work conditions that Educare DC intends for you. The result will be better performance for the organization overall and personal satisfaction for you.

Employee Definition

An ~~an~~ employee of Educare DC is a person who regularly works for Educare DC on a wage or salary basis.

“At Will” Employment

All employees who are employed with Educare DC, as defined in the National Labor Relations Act, as amended are, and at times will be, ~~an~~ will+employees.

~~An~~ will+employment means Educare DC is free to terminate ~~an~~ will+employees at any time, for any reason, with notice. Similarly, ~~an~~ will+employees are free to resign for any reason, with

notice. Educare DC hopes that every staff member's employment with Educare is very rewarding and satisfying to both the employee and Educare. However, it is important that all employees understand the terms and conditions of their employment status with Educare. Educare is not able to guarantee or promise employment for any specified length of time. Periodically, it may be in the best interests of Educare to terminate employment either on an individual basis or on the basis of a reduction in the workforce. Educare reserves the right to make these decisions at its sole discretion. Accordingly, employees must realize that their employment may be terminated at any time at the option of Educare, with or without cause, just as Educare realizes that employees may terminate their employment at any time at their option, with or without cause.

Employment Classification

A **full-time employee** is an employee hired to fill a regular position and is: (1) normally scheduled to work 75 hours or more within a two week pay period; and, (2) has successfully completed a six-month introductory appointment.

A **part-time employee** is an employee hired to fill a regular position on a continuing basis and who is normally scheduled to work at least 40 hours, but less than 75 hours, within a two week pay period.

A **temporary employee** is one hired for a period of 90 days or less.

Introductory Appointment for New Employees

All new employees receive introductory appointments for a period of six (6) months. Introductory appointments afford Educare DC an opportunity to evaluate the performance of the employee. Employees occupying introductory appointments are ~~not~~ ^{will be} employees. Introductory employees may be terminated at any time during the six month period, for any reason, with or without notice, and have no right to appeal a termination decision.

At the end of the six (6) month introductory appointment, if the employee has received two favorable performance evaluations, then, in Educare DC's sole discretion, the employee may be offered a regular appointment based upon the recommendation of his/her Supervisor and the approval of management. Successful completion of the six month introductory appointment does not guarantee a position of employment with Educare DC and does not guarantee any fixed employment terms or conditions to an employee offered regular employment.

Hiring of Family Members

To avoid conflicts of interest and the appearance of impropriety in the work place, Educare DC does not hire family members of employees who recommend or approve the hire or have authority to terminate, supervise, or evaluate the family member. ~~A~~ ^{Family member} is defined broadly to include parents, siblings, aunts, uncles, cousins, all in-laws, grandparents, spouse and significant others. Failure to disclose your family relationships with current Educare DC employees will be subject to appropriate disciplinary action, up to and including discharge.

Equal Employment Opportunity

Educare DC does not discriminate in its recruitment, advertising, hiring, promotion, upgrading, demotion, transfer, layoff, return from layoff, termination, rates of pay or other compensation, selection for training, education, social and recreation programs, or any other benefits and employment procedures against any applicant for employment or employee because of race, religion, color, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical handicap, disability, matriculation, political affiliation, veteran status, or any other characteristic protected by law. Any employee who willfully violates this policy will be subject to appropriate disciplinary action, up to and including termination.

Americans with Disabilities Act (ADA)

Educare DC complies with all the relevant and applicable provisions of the Americans with Disabilities Act. Educare does not discriminate against any qualified employee or applicant because of that person's physical or mental disability. Consistent with this policy of nondiscrimination, Educare DC will provide reasonable accommodations to qualified individuals with disabilities (as defined by the ADA) who has made Educare DC aware of his/her disability, provided that such accommodation does not constitute an undue hardship on Educare DC.

Employees who believe that they need a reasonable accommodation to perform the essential functions of their job should contact the Office of UPO CDC, HR Generalist. Upon receipt of a request for an accommodation, a member from the Office of UPO CDC, HR Division, and, as appropriate, your Supervisor will meet with you to identify the precise limitations resulting from the condition and the potential accommodation needed from Educare DC to help overcome the limitations and perform the job. Educare DC may request medical information with persons involved in the accommodation decision. Educare DC will determine the feasibility and effectiveness of the requested accommodation, considering various factors recognized by law, and will inform you of its decision on the accommodation. Please note that the ADA does not necessarily require Educare DC to accept the specific accommodation requested by its employees and permits Educare DC to suggest alternative accommodations in cases where it determines that an accommodation is warranted and feasible. Educare DC expects its employees to work with them in arriving at an accommodation that serves the needs of both the employee and Educare DC.

If the request is granted, Educare DC will inform you on how the accommodation will be implemented. If the request is denied, you will be informed of your right to request that the decision be viewed by the Executive Director. Typically, you will be asked to submit a written request for review, detailing the need for the accommodation and your reasons for disagreeing with the original decision.

If you have questions about this policy, need a reasonable accommodation, or feel that you have been discriminated against on the basis of a disability, you should contact the Office of UPO CDC, HR Division. All inquiries and complaints will be kept confidential. Any employee who willfully violates this non-discrimination policy will be subject to appropriate disciplinary action, up to and including discharge.

Immigration & Nationality Act Compliance

All offers of employment are contingent upon verification of the candidate's right to work in the United States. Every new employee will be asked to produce original documents verifying his or her right to work, as required by Federal law, and to sign a Federal Form I-9, Employment Eligibility Form.

Employee Background Checks and Health Requirements

Prior to making an offer of employment, Educare DC will conduct a job-related background check. A comprehensive background check will consist of prior employment verification, reference checks, education and professional licensure confirmation, criminal background check and a child protection registry check, as required by State and Federal regulators and/or the Grantor. In its discretion, Educare DC may also conduct a credit check.

In addition to the background screening, new employees are required complete a drug screening, have an up to date physical exam and TB test.

New Employee Orientation

New employee orientation is conducted by the Office of UPO CDC, HR Division in conjunction with your work within Educare DC. It includes an overview of Educare DC's operations, as well as an explanation of important employment policies, procedures, and benefits.

Personnel Records and Change in Personal Information

Personnel records are maintained in the Office of UPO CDC, HR Division. All medical records and health insurance claims, if any, are kept in a separate confidential file with restricted access.

Employees are required to immediately report any changes in their personal data to the Office of UPO CDC, HR Division, including name and address changes, emergency contact telephone numbers, marital status, number of dependents, designated insurance beneficiaries, or a change in the number of tax withholding exemptions. Failure to timely notify the Office of UPO CDC, HR Division of changed family circumstances may adversely affect an employee's or dependent's benefits.

Security

Building and property security (such as key fobs, anti-theft devices, and building access) at Educare DC is assigned to the Administrative Manager who is located on-site at Educare DC. Employees are not allowed into the building before or after work hours without prior authorization from their Supervisor. Supervisors must notify the Office of UPO CDC in advance and in writing of the need for an employee or customer to have building access before and/or after hours.

Visitors in the Workplace

All visitors to Educare DC must be authorized to enter the workplace. When making arrangements for visitors, employees should request that visitors enter through the work site's main reception area and sign in and out at the front desk with the receptionist.

Educare understands that, at times, it may be necessary for employees to receive personal visitors at Educare. Employees should try to avoid personal visits during working hours, but, when necessary, employees should try to arrange for such visits to occur during their scheduled lunch breaks.

Open Communication

Educare DC encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached or you do not feel comfortable addressing the problem with a co-worker, please arrange a meeting with your Supervisor or with the UPO CDC HR Generalist to discuss any concern, problem, or issue that arises during the course of your employment. Any information discussed in an open communication meeting will be kept confidential to the extent possible. Retaliation against any employee for appropriate usage of open communication channels is unacceptable and will not be tolerated and can result in progressive disciplinary actions, up to and including, termination. **Please remember it is counterproductive to a harmonious workplace for employees to create or repeat rumors or office gossip. It is more constructive for an employee to consult his/her Supervisor immediately with any questions.**

Standards of Conduct

Rules of conduct help everyone work together efficiently, effectively, and harmoniously. By accepting employment with us, you have a responsibility to Educare DC and to your fellow employee(s) to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he/she can fully depend upon fellow workers to follow the rules of conduct, our organization will be a better place to work for everyone.

Unacceptable Activities

These standards apply whether or not the activities occur on Educare DC property or during regular school hours, so long as they have a potential impact on Educare DC. Generally speaking, we expect each person to act in a mature and responsible manner at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your Supervisor for an explanation. Note that the following list of Unacceptable Activities **does not** include all types of conduct that could result in disciplinary action, up to and including immediate termination.

1. Violation of any organizational rule, including, any action that is detrimental to Educare DC's efforts to operate successfully.
2. Violation of security or safety rules, failure to observe safety rules or Educare DC safety practices, including tampering with Educare DC equipment or safety equipment.
3. Negligence or any careless action that which endangers the life or safety of another person.
4. Being intoxicated or under the influence of a controlled substance while at work or acting on behalf of Educare DC elsewhere, including but not limited to, use, possession, or sale of a controlled substance in any quantity (**Note: This does not include authorization from a physician for prescribed medications**).
5. Unauthorized possession of a dangerous or illegal firearm, weapon, or explosive.
6. Engaging in criminal conduct, acts of violence, or making threats of violence toward anyone, fighting, or provoking a fight, and/or negligent damage of property.
7. Insubordination or refusing to obey instructions properly issued by your Supervisor pertaining to your work, and/or refusal to help on a special assignment.
8. Threatening, intimidating, or coercing fellow employees on or off the premises at any time, for any purpose.
9. Engaging in an act of sabotage, negligently causing the destruction or damage of Educare DC property or the property of a fellow employee(s), student(s), vendor(s), or visitor(s) in any manner.
10. Theft or unauthorized possession of Educare DC property or the property of a fellow employee; unauthorized possession or removal of any Educare DC property, including documents, from the premises without prior permission from leadership; unauthorized use of Educare DC equipment or property for personal reasons; and, using Educare DC equipment for profit or non- Educare DC business purpose.
11. Dishonesty, falsification or misrepresentation of your application for employment, credentials or work records, and /or alteration of records or other organizational documentation.
12. Dishonesty, falsification or misrepresentation regarding the use of sick or personal leave; offering false reason(s) for a leave of absence or other data requested by Educare DC.
13. Spreading malicious gossip and/or rumors, engaging in behavior which creates discord and lack of harmony, interfering with another employee on the job, restricting work productivity and/or encouraging others to do the same.

14. Disclosing confidential information to those who are not privy to the information and/or in a manner that might be detrimental to the operation of the organization. This includes but is not limited to matters relating to families, children, staffing, hiring, payroll, and personnel information.
15. Participating in immoral conduct or indecency.
16. Not following federal, state and local laws while on Educare DC premises or on Educare DC business. This includes but is not limited to laws restricting lottery or gambling.
17. Any act of harassment, sexual, racial or other protected category; telling jokes which are sexist, racist or based on any other protected category; making racial, ethnic or any other slur based upon a protected category.
18. Sleeping or loitering during working hours.
19. Excessive use of Educare DC office equipment for personal business including (but not limited to) telephones, copiers and fax machines.
20. Smoking on or near the premises.
21. Posting, removing, or altering notices on any bulletin board on Educare DC property without the permission of a Leadership Team member (Executive Director, Administrative Manager, School Director, Master Teacher, Family Support Supervisor).
22. Failure to report an absence or late arrival, excessive absence, and/or tardiness.
23. Use of obscene or abusive language or profanity toward any Supervisor, employee, parent or student; indifference or rudeness towards a parent, student, or fellow employee; any disorderly/antagonistic conduct on Educare DC premises.
24. Failure to immediately report damage to, or an accident involving, Educare DC equipment and/or personnel.
25. Failure to immediately report any staff injury that occurs on the premises of Educare DC and/or while performing Educare DC business, to include, community events, functions, galas, etc.
26. Soliciting during work hours and/or in work areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on Educare DC premises.
27. Failure to use your timesheet, alteration of your own timesheet, record, or attendance documents (printed or electronic); punching or altering another employee's timesheet or records (printed or electronic), or causing someone to alter your timesheet or records.

28. Fraternalization with family member(s) (including online relationships via social media, Facebook, Twitter, Tumbler, etc.) of children enrolled in our program is not allowed.

Dress Code

Please understand that you are expected to dress and groom yourself in accordance with accepted business standards, particularly if your job involves direct interaction with students, parents or visitors.

Most importantly, a neat, tasteful appearance contributes to the positive impression you make on our students. You are expected to be dressed and groomed appropriately during work hours or when representing Educare DC. A good, clean appearance bolsters your own poise and self-confidence and greatly enhances our organizational image. When working off-site, please dress appropriately according to the given setting.

Personal appearance should be a matter of concern for each employee. In order to present a professional Educare DC environment, all members of the teaching staff are **required** to dress business casual and/or casual based on the age of the children in the classroom. Examples of appropriate apparel are slacks, capri pants (seasonal), khakis (seasonal), polo shirts, collared shirts, jackets, or blazers. The purchase of uniform attire will be a management decision made by the Executive Director and will be at the expense of Educare DC.

Skirt lengths: to determine appropriate length, the skirt hem should be below fingertips when arms are placed at your sides. Shoes should be appropriate for active learning and outdoor play.

Under no circumstances are the following articles of clothing permitted:

1. Any items that expose cleavage
2. Any clothing that appears to be tight to the body
3. Mini-skirts or mini-dresses
4. Shorts
5. Halter tops or halter dresses
6. Midriff tops
7. ~~%~~ Fashionable+ripped clothing
8. Off the shoulder tops/dresses
9. Sheer clothing
10. Tank tops
11. Backless dresses
12. Exposed undergarments
13. Baggy pants
14. Flip flops, stilettos/ high heels

Make Up

Employees who wear make-up are asked that it would be worn in a light to minimum fashion.

Fragrances

Due to child allergies, staff are not permitted to wear fragrances, perfumes, oils, and/or scented lotions.

During times of inclement weather, some exceptions will be made for suitable shoes appropriate for outdoor exploration and play.

If your Supervisor feels your attire and/or grooming is out of place, you may be sent home to change, and that time will be **unpaid**. Employees who violate dress code standards may be subject to additional appropriate disciplinary action.

Work Schedule

The Educare DC workday is 8.5 hours in length, with a one (1) hour lunch break, or a combination of a thirty (30) minute lunch with two (2) fifteen minute breaks. All staff are **required** to work designated shifts of 7.5 hours per day, totaling 37.50 per week. The work week is Monday thru Friday, 7:00am until 6:00pm, unless operational needs dictate otherwise.

Employee(s) work schedules will vary due to his/her position, and may be adjusted with approval from the employee's Supervisor. Supervisors should notify the Office of UPO CDC before implementing any schedule variations to an employee's workday.

1. Teacher Work Hours

Teaching teams will coordinate with the supervising Master Teacher to determine shifts. Shifts will rotate so that everyone will be sharing early and evening shifts.

If the census in some classrooms put the Teachers out of ratio before the mid-day shift Teacher arrives, then teaching teams may temporarily combine classes with smaller groups.

2. Family Engagement Work Hours

Family Engagement Specialists are assigned to one (1) late night per week in which they are **required** to stay until all children leave the center for the day. The role of the Family Engagement staff in this case is to support the closing manager with any late families, and discuss any immediate concerns that might have caused the family to be late. Family engagement staff are also assigned to **at least** one (1) early morning each week to assist families dropping off children with any concerns or situations that may arise.

The shifts for Family Engagement are:

- 6:30am until 3:00pm (EARLY SHIFT)
- 8:00am until 4:30pm
- 10:00 am until 6:30pm (LATE SHIFT)

Community Work Schedule

a. Teaching Staff

- Annually, teachers are required to sign up for at least two (2) evening or weekend recruitment, community, or parental involvement events, in addition to, two (2) Parent-Teacher Nights, and one (1) evening classroom transition event.
- Annually, the teaching staff is expected to:
 - Conduct a minimum of two (2) home visits to each family
 - Facilitate a minimum of eleven (11) classroom parent meetings (1 per month) *in addition to the transition events above*
 - Schedule at least two (2) Parent-Teacher Conferences (schedule additional meetings with each family to discuss children's progress, as needed)
 - Sign up for at least two (2) recruitment events (may be an evening or a weekend event) Attend at least three (3) evening parent events (e.g., Back to School Nights & Transition Event)

b. Family Engagement Staff

- Annually, Family Engagement Specialists are required to participate in at least two (2) evening or weekend recruitment, community, or parental involvement events, in addition to, two (2) Parent-Teacher Nights, and one (1) evening classroom transition event.
- Annually, the Family Engagement staff is expected to:
 - Conduct a minimum of two (2) home visits
 - Co-facilitate and attend a minimum of eleven (11) classroom parent meetings (1 per month) *in addition to the transition events above*
 - Schedule at least two (2) Parent-Teacher Conferences (schedule additional meetings with each family to discuss children's progress, as needed)
 - Schedule at least two (2) recruitment events (may be an evening or a weekend event)
 - Attend at least three (3) evening parent events (i.e. Back to School Night & Transition Event)

Recording Time & Attendance

Employees are required to maintain accurate personal bi-weekly timesheets. No later than noon on the Monday following the end of the pay period, employees must sign and submit time to his/her Supervisor for approval, signature, and submission to the Office of UPO CDC.

If Monday is holiday, then timesheets should be submitted to the Office of UPO CDC the previous Friday.

Lunch Break

Employees will be provided with an unpaid one (1) hour lunch break, or a combination of a thirty (30) minute lunch with two (2) fifteen minute breaks. Employees must schedule their lunch breaks with their Supervisor at a time compatible with both their work schedule and the school needs.

Punctuality, Absence and Lateness

Regular attendance and punctuality are essential conditions of employment and vital to the success of Educare DC's mission. Reasonable attendance is expected from all employees and is a condition of employment.

Poor attendance, which includes continual or repeated absences and/or tardiness, will result in disciplinary action, up to and including discharge.

Educare DC recognizes that emergencies, illness or pressing personal business may arise. If an employee is going to be absent or late, he/she must notify his/her immediate Supervisor no later than one (1) hour before the scheduled starting time of his/her shift that he/she will be absent or late. Failure to provide the proper notice will result in the absence or lateness being considered as unscheduled leave and should be noted as such on the employee's timesheet.

Unscheduled Absences

If an employee is absent from work for three (3) consecutive days without any contact with his/her immediate Supervisor or the Office of UPO CDC, HR Division, then the employee is deemed to have abandoned his/her job and voluntarily resigned from Educare DC.

Weather & Emergency Closings

Emergencies such as severe weather, power failures, etc. can disrupt the course of the school operating day.

In case of inclement weather conditions, Educare DC follows the same schedule as the District of Columbia Public Schools. In non-weather related emergencies that require evacuation, Educare DC will evacuate to Cesar Chavez Public Charter School.

Personal Calls & Cellular Usage

The telephone system is critical to the daily operation of Educare DC. Employees are requested to keep all personal phone calls to a minimum and, are encouraged to limit phone calls from relatives and friends during working hours.

Under no circumstances should an employee make or charge a long distance or toll free call to Educare DC. Abuse of Educare's telephones may be grounds for progressive discipline, up to and including, separation of employment.

Employees may be assigned the use of a cellular telephone in order to maintain communication with Educare DC staff during business hours and for business purposes. Cellular telephones are not to be used as a personal telephone. Employees are expected to make every effort not exceed the current contracted allowed minutes. Employees who abuse the use and care of telephone equipment can expect to receive progressive discipline, up to and including, separation of employment.

Cell Phone Policy

Employees of Educare DC whose organizational responsibilities necessitate the use of a cellular telephone and are authorized to use Educare DC owned cellular telephones by their respective Supervisor are required to adhere to the following mandatory guidelines:

- ✱ Educare DC issued cellular telephones are for Educare DC authorized work.
- ✱ Each employee issued a cell phone will be required to read and sign the following forms: Telephone Issuance Form, Service Plan Agreement/Payroll Deduction for Overrun Minutes, and Cellular Telephone Service Request Form.
- ✱ Telephones may not be loaned or used by anyone other than the authorized employee.
- ✱ Employees must keep Educare DC issued telephones in their possession at all times.
- ✱ A Cellular Telephone Service Request Form must be completed within 24 hours of determining a cellular telephone to be lost, stolen or inoperative.
- ✱ Employees on leave beyond 30 days are required to return their telephone to Educare DC's on-site Facilities Manager.

Use of Internet

Employees are required to use the Internet in a lawful manner and for business purposes only. Internet usage must not interfere with an employee's job responsibilities. Unlawful use of the Internet by an employee includes but is not limited to sending spam, junk mail, and viruses, downloading music, accessing pornography and gambling web sites. Employees found engaging in such unauthorized activities will be disciplined, up to and including termination.

When accessing the Internet from your computer workstation or laptop:

- Adhere to the security and usage guidelines in Educare DC's IT Policy
- Always represent yourself as yourself
- Do not place any material on the Internet that would be considered inappropriate, offensive, or disrespectful to others, and do not access such material
- Do not access web sites that contain or distribute material that is objectionable in the workplace, including web sites that contain sexually explicit materials, advocate illegal activity, such as gambling, or advocate intolerance to others.

When using electronic mail:

- Do not share lists of our employees, children, families and/or clients
- Do not send or reply to chain letters of any kind, including letters with religious content or personal advice
- Do not send mail so that it appears to come from someone else
- Do not send unsolicited advertising
- Do not reply to unsolicited non-business e-mail, i.e. spam or junk e-mail. Employees are expected to delete such e-mail without reading or responding to them.

Smoke Free Workplace

The District of Columbia law and funding agencies of Educare DC prohibit all smoking in the workplace.

Educare DC does not permit smoking inside, around and/or on its premises, as there is no designated smoking area.

Media Inquiries

Educare DC staff should treat all media inquiries with courtesy and refer the reporter to the Executive Director. Educare DC staff is **NOT** authorized to answer specific questions, but instead should refer **ALL** media questions and visitors to the Executive Director.

Anti-Harassment

Educare DC prohibits all employees from engaging in harassment of any kind in the workplace, including harassment based upon race, color, religion, gender, national origin, age, disability or other status protected by law. Harassment based upon verbal or physical conduct that denigrates or shows hostility towards an individual because of his/her race, color, religion, gender, national origin, age, disability or other protected status and that creates an intimidating, hostile, or offensive working environment, is strictly prohibited.

Prohibited harassment may include, but is not limited to, epithets, slurs, jokes, or threatening, abusive, offensive, intimidating or hostile verbal or physical conduct relating to an individual's race, color, religion, gender, national origin, age, disability or any other protected status.

Educare DC provides a work environment that is free from all forms of prohibited harassment, including sexual harassment, and will not tolerate harassment by employees, customers, vendors, suppliers, parents, guardians, etc. Prohibited sexual harassment includes, but is not limited to, offensive or unwelcome jokes or other verbal or physical conduct relating to sex. The following list provides examples, but is not an exhaustive list of actions, that may be considered sexual harassment and are, therefore, prohibited in the workplace:

- Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when (i) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment; (ii) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment;
- Unwelcome physical touching or attempts to touch;
- Unwelcome sexual statements or comments;
- Remarks of a sexual nature;
- Sexually oriented or off color jokes;
- Pornographic materials;
- Unwelcome sexual flirtations;
- Written material of a sexual nature (i.e. cartoons, posters, pictures);

- Inquiries regarding a person's sex life;
- Unwelcomed e-mails, which are sexual in nature;
- Pressuring an employee for a date;
- Verbal abuse of a sexual nature; or
- Any other conduct of an unwelcomed sexual nature.

Reporting Violations

All employees are expected to promptly report any incident of harassment to their Supervisor, or if they prefer, to the Office of UPO CDC HR Generalist or Educare DC's General Counsel. Employees are not required to first bring a complaint regarding harassment to their Supervisor. Educare DC will keep all such harassment complaints confidential to the extent possible. A prompt investigation will occur and, if it is determined that prohibited harassment has occurred, the Office of UPO CDC, HR Division will take appropriate disciplinary action to ensure that the harassment ends, up to and including suspension, demotion, transfer, and/or discharge.

All employees, including Supervisors, have an obligation to stop all forms of harassment from occurring and to report conduct which they observe or learn of that violates this policy to their Supervisor, or if they prefer, to the Office of UPO CDC, HR Division or Educare DC's General Counsel.

Non-employee violators of Educare DC's policy will be subject to immediate expulsion from Educare DC's facilities when harassment occurs on its premises.

No retaliation or other adverse action will be taken against an employee who, in good faith, either reports a complaint of harassment or provides information during an investigation of alleged harassment.

Any employee having questions concerning this policy should contact the Office of UPO CDC, HR Division or General Counsel for a confidential discussion about this policy and any questions the employee may have.

Do not assume that Educare DC or the Office of UPO CDC is aware of a problem. It is every employee's responsibility to bring complaints and concerns to Educare DC's attention so that Educare can help resolve the problem.

Violence in the Workplace

Educare DC strives to provide a safe job site for all employees. To ensure a safe work site and reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. Educare DC will respond when there is any indication of a potentially hostile or violent situation in the workplace.

Prohibited Conduct

Educare DC does not tolerate any type of workplace violence committed by or against employees. For the purpose of this policy, a threat or act of violence shall include, but not limited to, any act or gesture likely to leave another person injured or fearing injury, any act or gesture likely to damage property, or any act or gesture intended to harass or intimidate another person.

Employees are prohibited from making or engaging in violent activities. The list of prohibited behaviors includes, but is not limited to, the following conduct:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee; or,
- Possession of a weapon while on company property or while on company business.

Reporting Procedures

Any potentially dangerous situation(s) must be reported immediately to the Office of UPO CDC, HR Division, General Counsel, or the Senior Administrative Officer. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of the investigations will be discussed with them.

Verbal threats, threatening conduct of any kind, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed an act violating this policy will be subject to disciplinary action, up to and including discharge. Non-employees engaging in violent acts on Educare DC's premises will be reported to the proper authorities.

Use of Information Technology-Computers and Electronic Mail

Educare DC's information technology property, including computers, phones, electronic mail, and voicemail, should be used only for conducting agency business. Incidental and occasional personal use of agency computers, phones, and electronic mail systems is permitted, so long as such use does not conflict with Educare business, policies, and procedures. All e-mails, voicemail messages, and Internet access records created, sent, or received using Educare DC's computers or telephones are the property of Educare DC, and personal information and message stored in these systems will be treated as non-confidential, or no differently from other business-related information and messages. Technology use is subject to audit by Educare DC at any time, and monitoring tools may be used.

Employees have no right to privacy when using Educare DC's equipment, including desks, files, voicemail, accessing the Internet, or sending e-mail, and should not have an expectation of privacy for any information accessed or stored on their PCs, laptop computers or voicemail. Any use of Educare DC's communication resources is made with the understanding that such use is not secure, is not private, and is not anonymous. Educare DC maintains the right, as determined by organizational need, to monitor, access, retrieve, delete, or disclose e-mail and/or voicemail messages sent using Educare DC's technology systems.

Software Licenses and Other Copyrighted Materials

Most information and software that is accessible on the Internet is subject to copyright or other intellectual property protection. Copyright holders are given exclusive rights, including the right to make and distribute copies of protected material. Educare DC does not authorize or condone the illegal duplication of copyrighted software. Employees are responsible for complying with all copyright laws and applicable licenses that may apply to software, files, and other information downloaded or copied from the Internet.

Employees should not copy or download protected information from the Internet for use within our organization and may not agree to any licensing agreement without the express written permission of the UPO Office of Technology. Violations of this policy will be taken seriously and may result in disciplinary action, up to and including discharge and possible criminal or civil liability.

Comprehensive Alcohol and Drug Policy

Educare DC is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on

productivity and morale.

- Educare DC requires its employees to adhere to a strict policy regarding the use and possession of drugs and alcohol. The manufacture, distribution, possession, or use of any illegal drug, alcohol, or controlled substance while on Educare DC's premises is strictly prohibited. Violation of this policy can result in appropriate disciplinary action, up to and including, immediate discharge.

Gifts

Employees at Educare DC may not accept gifts or anything of value (i.e. money, services, etc.) from parents or vendors, except unsolicited gifts less than \$25.00 in value. Employees who receive any gift greater than \$25.00 in value must return them and report the gift to General Counsel.

Employees may not give unauthorized gifts to parents, children, or vendors. Under no circumstances may Educare DC employees request or accept gifts from parents or vendors.

Solicitations and Distributions

Solicitation or distribution of non-program related literature on Educare DC property is not permitted. Exceptions may be made for Educare DC vendors or service providers who are authorized to distribute information about specific services, programs or resources.

Employee solicitation for any cause during work hours and in work areas is not permitted. Employees are not permitted to distribute non-agency literature in work areas at any time during the workday.

Safety and Accident Reporting

Educare DC believes that maintaining workplace safety is vitally important. It is expected that all Educare Managers and employees strive to provide a safe work environment for all fellow employees and Educare DC families. Employees are encouraged to be mindful of their own safety and that of their fellow employees, children, families, and the general public.

Should an incident occur, all accidents and security violations must be report immediately to the supervisor and the appropriate reporting procedures must be followed. **Please refer to the Instructions for Identifying and Reporting Unusual Incidents policy.**

School Visitation Leave (Parental Leave Act)

Under the Parental Leave Act, employees in the District of Columbia who are parents (mother, father, guardian, aunt, uncle, grandparent, or a person married to or in a domestic partnership with any of these individuals) may take leave (unpaid or paid family, vacation, personal, compensatory, or leave bank) to attend school-related events. School related events include,

but are not limited to, concerts, plays, rehearsals, sporting events, and parent-teacher conferences, where the child is a participant or subject of the event, not a spectator. The parent is entitled to twenty-four (24) hours of leave during a twelve (12) month period. Educare DC may deny the leave if granting the leave would disrupt the employer's business and make the achievement of production or service unusually difficult. The employee must notify his or her supervisor within ten (10) days unless the school event was not reasonably foreseeable.

Confidentiality

Proprietary or Confidential Information includes, but is not limited to: strategic business plans and similar compilations of business information; compilations of information relating to vendors and suppliers; internal financial documents, such as budgets, forecasts, accounting reports, payroll and personnel information and various financial reports; compilations of information relating to the Educare DC internal computer system and software; and compilations of information regarding families and children at Educare DC. Employees shall, at all times, hold this Confidential Information as secret.

Confidentiality of information about the child and family will be maintained in a secure area. Enrollment forms and all other information concerning the child and family, compiled by Educare DC, will be accessible only to the parent or legal guardian, appropriate Educare DC staff, the UPO Office of Early Learning (Grantee), the Office of Head Start monitoring division, OSSE licensing department and the Social Development Commission (SDC) for review. Information concerning the child will not be made available to anyone, by any means, without the expressed written consent of the parent or legal guardian. Judgment should be used when discussing our workplace with persons outside of the agency. You should never discuss details about an individual child or family with people who do not have a need to know in order to carry out their own duties and responsibilities.

Disciplinary Actions

In administering disciplinary actions, Educare DC seeks to maintain reasonable consistency and equity by taking, where possible, comparable actions in comparable cases. It is not realistic, however, to suppose that a prescribed schedule of offenses and penalties can be applied mechanically to achieve this end. Therefore, responsible officials weigh carefully all of the circumstances, consider fully the employee's previous record, and character, and contemplate probable consequences before initiating disciplinary action. Disciplinary action can be taken when an employee breaks a specific rule, regulation, policy, request or order.

The severity of the misconduct will determine the appropriate degree of discipline up to and including termination.

While steps outlined below describe corrective actions available to Supervisors, employees should understand the Supervisors **are not required** to follow all the steps in progressive discipline.

In the event that the actions of the employee are such that they place at risk the safety of the families, children, staff population, or sacrifice the integrity of the organization, the Executive Director, along with the Office of UPO CDC, has the authority to immediately remove the employee from the premises, dispensing with the oral and/or written warnings, for up to three (3) days.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including, termination of employment:

- **Misconduct**: (a) criminal acts; (b) acts which are specifically prohibited under Educare DC's policy; (c) violations of the Code of Conduct; (d) insubordination constituting a basis for discipline and/or dismissal.
- **Malfeasance in office**: the misuse of official position to accomplish an improper purpose. Any employee who violates the law through official acts, uses official authority for wrongful purposes, or commits other serious and willful offenses against the laws or regulations shall be reprimanded and/or dismissed. No employee shall use his/her position for private gain.
- **Unsatisfactory performance of duty**: any performance below that expected of an employee. Failure to satisfactorily perform the essential functions of the position may result in termination.
- **Attendance and punctuality**: poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Warnings

A written warning is given to an employee for minor violations of agency policies and performance standards. The warning is given in an individual conference between the employee and the immediate Supervisor and should be documented and signed by both parties. The signing of the document is to acknowledge that notice of the disciplinary action has been received. If an employee declines to sign the documentation that a conference warning took place, the Supervisor should make a written notation and forward to the Office of UPO CDC, HR Division.

Written Reprimand

A reprimand is issued to an employee for a serious infraction of policy or to an employee whose work continues to be unsatisfactory following a warning. The reprimand is issued in writing, a copy is given to the employee and another copy is forwarded to the Office of UPO CDC, HR Division.

The reprimand must contain the specifics of the deficiencies in the work performance or conduct for which the employee is required to correct. Records of reprimands are retained in the employee's personnel file. Such written reprimands should be signed by the employee but signing is not mandatory. If the employee refuses to sign the reprimand, Human Resources will meet with the Supervisor and the employee to verify the employee was counseled. Reprimands for a violation of standards of conduct are on-going.

In cases of unsatisfactory performance, the employee may be given a period of thirty (30) to ninety (90) days to correct the performance concerns. At the end of the reprimand period the employee must be informed in writing that he/she has satisfactorily corrected the deficiencies or is being terminated. During the disciplinary reprimand period, the employee is not eligible for a promotion within the organization and is not eligible to use Annual Leave.

Suspension

Suspension is a temporary enforced absence from duty. It may be imposed as a disciplinary action or pending outcome of investigation or proposed separation for cause. An employee is subject to suspension when there exists a question regarding either: (a) his/her violation of written policies or standard of conduct; or, (b) activity in opposition to the stated aims or goals of Educare DC.

All suspensions must be in writing with a copy given to the employee. An employee on suspension is to leave work and not to report to work until instructed to do so in writing. All suspensions must be recommended to the Office of UPO CDC, HR Division, for concurrence in writing.

- **Suspension as a disciplinary action:** under this heading, a suspension of three (3) to five (5) consecutive days is a disciplinary action for significant misconduct or repeated infractions of a lesser nature. It is used also for disciplinary reasons when an official reprimand has failed to achieve the desired correction of deficiencies. Suspensions issued to non-exempt employees as a disciplinary action are without pay.
- **Suspension pending outcome of investigation or proposed dismissal:** under certain circumstances an employee may be suspended with pay for a period of three (3) to five (5) consecutive days pending the outcome of an investigation.

Problem Resolution

Educare DC strives to provide good working conditions for its employees. In an effort to promote effective problem resolutions, Educare DC provides an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Supervisors and management.

Educare DC strives to treat employees fairly and honestly. Supervisors, Managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Educare DC in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when an employee believes that a condition of employment or a decision affecting him/her is unjust or inequitable, he/she is encouraged to make use of the following steps. The employee may discontinue the procedure at any step. Initiating these steps does not prevent an employee from being disciplined or dismissed; however, it does allow an opportunity for review of the decision.

- The employee presents the problem to his/her immediate Supervisor within seven (7) calendar days, after the incident occurs. If the Supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee may present the problem to the next member of management in the chain of command.
- The Supervisor responds to the problem during the discussion or within seven (7) calendar days, after consulting with the appropriate management, **when necessary**. The Supervisor must document the discussion.
- The employee presents the problem to the Office of UPO CDC, HR Division within seven (7) calendar days, if the problem goes unresolved.
- The Office of UPO CDC, HR Division, counsels and advises the employee, assists in putting the problem in writing, visits with the employee's Manager (s), if necessary, and if it is not adequately resolved, directs the employee to the Executive Director for review of the problem.
- The employee presents the problem to the Executive Director in writing. The Executive Director reviews and considers the problem. The Executive Director informs the employee of the decision within seven (7) calendar days and forwards a copy of the written response to the Office of UPO CDC, HR Division for the employee's file. The Executive Director has full authority to make any adjustment deemed appropriate to resolve the problem. Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in one another. This confidence is important to the operation of an efficient and harmonious work environment.

Termination of Employment

All Educare DC employees are employed **AT WILL**. **AT WILL** means the employee or the employer (Educare DC) can terminate the employment agreement **at any time with or without notice**. The following are a list of termination categories but are not all inconclusive:

- **Voluntary termination by the employee**: employees intending to resign from Educare DC are requested to give two (2) weeks advance notice to their immediate Supervisor and the Office of UPO CDC, HR Division. The employee must be in the work force during that tenure. Employees terminating voluntarily and giving two (2) advance weeks notice are entitled to pay due up to a maximum of 200 hours of annual leave. Sick leave is not compensable at termination.
- **Abandonment of position**: an employee who is absent from duty without leave for three (3) consecutive business days and without notifying his/her immediate Supervisor of the reason (s) for the absence shall be considered to have resigned.
- **Involuntary termination**: failure to meet the terms of the written reprimand or refusal to comply with the standards of employee performance or conduct will result in the employee's termination by Educare DC.
- **Reason for termination**: termination of employment may be initiated by Educare DC for any of the following reasons, including but not limited to:
 - Evidence of a violation of the standards of employee conduct
 - Failure to satisfactorily perform the duties of the position
 - Insubordination
 - Failure to meet the terms of your disciplinary action
 - Elimination of a position due to a reorganization and/or reduction in project funding
 - Any reason deem sufficient by Educare DC

In the case of reorganization and/or reduction in force, all regular employees whose positions are eliminated will receive a thirty (30) day notice in writing from the Office of UPO CDC, Administrative Service Officer.

Performance Evaluation

Educare DC's performance process is designed to improve the employee's understanding of his/her job and to encourage professional development. At the time of employment, your Supervisor will explain the performance requirements of your position. Employees are required to perform their work at an acceptable level of quality and quantity. An employee will not be considered for a promotion or a salary increase unless the employee has received a current satisfactory performance evaluation.

Each employee's job performance will be evaluated on the basis of such factors as performance, responsibilities, dependability, adaptability, attendance, cooperation, reasoning and judgment, potential/initiative/resourcefulness, and, interpersonal relations. The performance evaluation will focus on the degree to which the employee has attained the performance objectives established for the position. The employee will participate in the evaluation and will have an opportunity to review and respond in writing to his/her performance evaluation. A copy of the employee's performance evaluation and any employee response or comments will be maintained in the employee's personnel file.

Frequency

Each employee's job performance will be reviewed and evaluated, in writing, by his/her immediate Supervisor according to the following schedule:

- During the initial six-month introductory period, employees will be evaluated two (2) times: once, after ninety (90) days and again, within ten (10) days of the completion of the introductory period. The second review will include the Supervisor's recommendation to continue employment or terminate.
- After an employee successfully completes the introductory period, employees will be evaluated annually. Typically, an employee evaluation will be completed no later than June 30th.
- During the initial 90-day period in a new position associated with a staff transfer or promotion, regular employees will be evaluated two times: after 35 days and again, within ten (10) days of completion of the 90-day period. The second review will include the Supervisor's recommendation to continue employment or terminate.

SECTION 3: COMPENSATION POLICIES

Payroll and Paydays

Each employee will be paid by check or direct deposit on Friday of every other week or on Thursday, dated Thursday, if Friday is a holiday (**see the Forms section for the Pay Schedule**).

Overtime Pay

Exempt employees are not entitled to overtime compensation.

Before a **non-exempt** employee may work in excess of 7 ½ hours on any given day, or any number of hours on Saturday, Sunday, or a legal holiday, the employee must submit an Overtime Request Form in advance to his/her Supervisor for approval. All overtime must be approved **in advance** by an Educare DC Supervisor. The approved Overtime Request Form

must be submitted to the Office of UPO CDC, Accounting Division with the employee's timesheet at the end of the pay period. Any employee who works overtime without advance approval from an Educare DC Supervisor will be subject to disciplinary action, up to and including termination from employment.

Non-exempt employees who work overtime are compensated at the rate of time and one-half of their hourly rate of pay. Overtime compensation will be paid for actual time worked in excess of 7 ½ hours of regular workday only **after** the employee has actually worked 37.50 hours during the regular work week, excluding any leave or paid holiday. Non-productive time, including all types of leave and holidays, does **not** count as hours worked for overtime purposes.

If ~~%Annual Leave+~~, ~~%Sick Leave+~~, or ~~%Leave Without Pay+~~ is claimed during a workday, all work performed will be recorded as straight time until the close of business at 6:00pm.

Employee Benefits

Educare DC sponsors a comprehensive benefits program for eligible employees, and each benefit plan has specific eligibility criteria. The following paragraphs of this Handbook contain a very general description of the benefits which you may receive as an employee of Educare DC. This general description is not intended to, and does not, provide you with all of the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your eligibility and rights can be determined only by referring to the full text of the official plan documents. To the extent any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases.

Nothing contained in this Handbook or the benefit plans described herein shall be held or construed to create a promise of employment or future benefits or a binding contract between Educare DC and its employees, retirees, or their dependents for benefits or for any other purpose. All employees shall remain subject to discipline and discharge to the same extent as if these plans had not been put into effect.

Educare DC reserve the rights, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any and all provisions of the benefits described herein. Educare DC also reserves the exclusive right and authority to administer, apply and interpret the benefits described herein and to decide all matters arising in connection with the operation and administration of such plans.

Anniversary Date

The first day an employee reports to work is his or her official anniversary date. This anniversary date is used to compute employee eligibility for benefits such as; Long Term Disability Insurance, 401 (k) Employee Retirement Contribution, and various leave policies.

Benefit Summary and Eligibility

The Office of UPO CDC, HR Division, will explain Educare DC's benefit plans during your orientation and will provide enrollment forms and plan descriptions as required. Please consult your plan documents, however, for specific details of Educare's benefits. The following is a brief overview of Educare's benefits:

- ✧ A regular full-time employee is eligible for fringe benefits, including Annual Leave, Election Day Leave, Sick Leave, Personal Business Days, Family and Medical Leave, Funeral Leave, Military Leave, Life Insurance, Pension, Group Medical Insurance, Long Term Disability, and paid holidays.
- ✧ Any eligible employee serving a six month introductory appointment may elect to participate in the Educare DC Group Term Life and Health Insurance Plans. An introductory employee accrues annual and sick leave and is entitled to paid holidays.
- ✧ A part-time employee who is scheduled to work more than twenty-one (21) hours per week is eligible for half the amount of annual leave, sick leave and personal leave to which a full-time employee is entitled. Part-time employees are eligible to participate in the Group Term Life and Health Insurance and Retirement Plans, with the amount of benefits based on his/her salary. Part-time employees are also eligible for Family and Medical Leave. Payment for holidays and Funeral Leave will be pro-rated based upon the number of hours the part-time employee regularly works.
- ✧ Part-time employees, regular or temporary, whose work schedule is **less** than twenty-one (21) hours per week, are not eligible for benefits or paid time off.
- ✧ A temporary employee will be paid holidays, but is not eligible for any other benefits.

Group Health Insurance

Educare DC employees who elect to participate in the Educare sponsored Group Health Insurance Plan are responsible for fifty (50%) per month of the cost of their premiums.

Life Insurance

Presently, all premiums for Group Term Life Insurance coverage are paid by Educare DC for eligible employees. Coverage begins on the first day of employment and terminates at the end of the pay period following termination from employment.

All active full-time and part-time employees, who regularly work a minimum of 21 hours a week, are eligible for group term life insurance benefits.

The amount of insurance is 2.5 times an eligible employee's annual salary with a maximum benefit of \$150,000. Employees age 70 or older receive 50% of this benefit.

Identical but separate benefit limits apply to accidental death & dismemberment.

Long Term Disability (LTD)

LTD insurance covers all eligible full-time employees who work 37.50 hours or more a week.

Educare DC recognizes the effect of illness or injury on an employee's financial security. Therefore, Educare has purchased a long-term group disability plan with an independent insurance carrier. The plan provides 60% of an eligible full-time employee's annual salary, up to a maximum benefit of \$4,000 per month, for disability after an elimination period of 90 days.

This policy is designed to replace the loss of income resulting from an illness or injury of a protracted nature, and starts three (3) months after the onset of said illness or injury. All full-time employees of Educare DC are eligible for coverage under this policy. Presently, there is no cost to the employee, as Educare DC assumes the full cost for this policy. No annual leave or sick leave will be accrued or paid while an employee is receiving long-term disability benefits. Consult UPO CDC HR Generalist for a full description of benefits.

Short Term Disability (STD)

Educare DC does not offer short-term disability benefits.

Worker's Compensation

Workers Compensation coverage is provided by Educare DC at no cost to you and will pay for the most reasonable and necessary medical care if an employee is hurt or gets sick because of an injury on the job. Every employee is required to immediately report work related accidents to their immediate supervisor. An employee incident form must be completed and forwarded to UPO CDC within 24 hours of the incident.

Workers compensation coverage will also replace part of an employee's lost wages if their doctor says they must be out of work for a certain length of time because of a work-related injury or illness.

To begin getting benefits, Educare DC will report the injury to its workers compensation insurance carrier either by telephone or by completing a **First Report of Injury or Illness Form**. Educare or Educare's workers compensation insurance carrier will provide the employee with a copy of the **First Report of Injury or Illness Form**. To keep receiving benefits during the time an employee is unable to work (or working at a reduced salary), an employee must complete forms when asked and adhere to the following additional procedures:

- * Keep all scheduled appointments.

- ✴ Report any earnings (including social security and unemployment compensation benefits) after your injury to the workers compensation insurance carrier.
- ✴ Get approval from the insurance carrier before receiving treatment. If an employee is not satisfied with the doctor first assigned ask the claims handler or workers compensation insurance carrier to approve another doctor.
- ✴ Return to work as soon as authorized by a certified physician.
- ✴ Keep all records in a safe place for future reference. Your right to receive benefits and medical care may end if no payments are made or necessary medical care is provided for a one (1) year period. An employee's records in the future may be needed, to prove or disprove these limit issues.

If an absence qualifies for both Workers' Compensation and Family/Medical Leave of Absence (FMLA) then all time missed from work will be counted as FMLA Leave.

COBRA Notification

According to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with Educare DC or loss of eligibility to remain covered under Educare DC's group health insurance program, employees and their eligible dependents may have the right to continued coverage under Educare DC's group health insurance program for a limited period of time at their own expense. The Office of UPO CDC, HR Division will provide employees with information about their rights under COBRA.

Retirement Income Plans

Educare DC contributes on a Plan Year basis to each eligible employee's basic earnings for investment in Educare's 403(b) Retirement Income Plan through the plan's administrator, CDM Retirement Consultants, Inc., provided that the employee elects to enroll in the plan. Employees who are eligible to enroll in Educare's 403(b) Plan but choose not to, will **not** be eligible to receive employer contributions.

Plan Year is defined as an employee who has met the eligibility requirements and entry date, will receive employer contributions based on their compensation earned from their date of hire.

Employees are deemed eligible for employer contributions, if they meet the following criteria:

- ✴ At least 21 years of age
- ✴ Successfully complete his/her 90-day probationary period (days of service)

Employees who met the eligibility criteria, will be enrolled in Educare's 403(b) Retirement Plan during the elected quarterly entry. Quarterly entry dates are: **January 1st, April 1st, July 1st,**

and **October 1st**. Employees who are hired after these dates will be enrolled at the available quarter.

Upon retirement, resignation, or termination, a participating employee may request a cash distribution or elect one of several annuities. Death benefits are provided both before and after retirement.

Employee Training and Professional Development

Educare DC encourages employees to take advantage of further educational opportunities by taking courses offered at the various educational institutions in the Metropolitan area.

An employee, with the approval of their Supervisor, may rearrange his/her daily work schedule to attend classes if he/she works a total of 7 ½ hours a day and his/her new work schedule does not affect the program efficiency of Educare DC.

On occasion, employees will be required to attend courses, workshops, and seminars directly related to their work assignments. These courses can be taken during the employee's regular work hours. Tuition for required courses will be paid in full by Educare DC. These classes will be considered as part of the employee's work assignment.

When an employee completes a course of studies he/she is to inform the UPO Office of CDC, HR Division, in order for that information to be recorded in his/her personnel file.

Upon approval by the employee's Supervisor, an employee may be granted time off with pay to attend conferences beneficial to his/her work performance.

Ongoing Training and Education is Essential to Quality

Educare DC is a learning organization. Staff is expected to come to work ready to learn new things. We demonstrate our commitment to on-going professional learning by dedicating monthly **Staff Meetings** held on-site and team meetings within your discipline (Education, Family Engagement, Clerical/Support), for professional development and training activities

Parking

Parking spaces at Educare DC have been made available for employees assigned to this worksite.

There is no monthly fee for parking.

Leave Benefits

Holiday Policy

Educare DC recognizes the following holidays:

New Year's Day

Martin Luther King Jr. Day

Inauguration Day

President's Day

Memorial Day

Emancipation Day

Labor Day

Columbus Day

Veteran's Day

Christmas Day

Independence Day

Thanksgiving Day

Flex Leave

All eligible Educare DC employees are provided with five (5) paid flex days in addition to sick, bereavement, and holiday leave. Employees must provide two (2) weeks notice to their Supervisor when they intend to use Flex Leave. Supervisors may deny Flex Leave requested for days in which mandatory trainings, conferences, or compliance activities have been pre-scheduled.

In addition, Supervisors may deny Flex Leave if it presents a conflict with classroom and staff ratios. Flex Leave does not carry over from one programmatic year to the next, and cannot be used during an employee's ninety (90) day probation period or if an employee's probationary period is extended due to poor performance.

The following are parameters set around Flex Leave:

- ✱ Flex Leave may not be used to call out for a work day.
- ✱ Flex Leave may not be used under FMLA
- ✱ Flex Leave may not be shared from one employee to another
- ✱ Flex Leave may not be paid out if the employee is terminated prior to the completion of their probationary period, or if an employee is terminated and/or resigns

Sick Leave

All eligible employees earn sick leave at the rate of 4.5 hours per pay period starting on the first day of the pay period following his/her date of employment. If an employee's absence, because of sickness, continues after he/she has used all of his/her sick leave, he/she will go

on leave without pay (LWOP) status. If a holiday occurs while an employee is on sick leave, he/she will not be charged sick leave for that day.

An employee who is sick must report his/her sickness to his/her Supervisor no later than one (1) hour prior to their report for duty time. Supervisors are required to report any employee absences of three (3) days or more to the Office of UPO CDC, HR Division.

Supervisors may require employees who miss two (2) consecutive days of work due to illness to submit a certification of illness from his/her doctor.

Bereavement Leave

Three (3) days leave with full pay will be granted to any employee who suffers a death in the immediate family, upon written request to his/her Supervisor. Immediate family is defined as:

* Father	* Mother
* Husband	* Wife
* Brother (including half or step)	* Sister (including half or step)
* Son (including step or adopted)	* Daughter (including step or adopted)
* Father-in-Law	* Mother-in-Law
* Son-in-Law	* Daughter-in-Law
* Grandparent	* Grandchild
* Anyone with a familial relationship (as determined by the Office of UPO CDC, HR Division)	

Any additional time off will be deducted from the employee's FLEX Leave.

Military Reserves or National Guard Leaves of Absences

Employees who serve in U.S. military organizations or state militia groups such as the National Guard may take the necessary time off to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws.

Jury Duty

An employee who is summoned to perform jury duty or subpoenaed to appear as a witness before an official body is entitled to leave with pay while performing this service, for a maximum of two pay periods. To secure such leave the employee must send a copy of his/her summons or subpoena to his/her Supervisor and the Office of UPO CDC, HR Division. Failure to submit the summons or subpoena before the applicable pay period may result in payment for the leave being delayed until the next pay period.

Any compensation received by the employee for his or her services as a juror or witness must be surrendered to the Office of UPO CDC, Accounting Division. Any portion of the reimbursement specifically earmarked as reimbursement for expenses (such as mileage, transportation, etc.) will be returned to the employee by the Accounting Division.

To complete appropriate processing and adjustments, the employee must forward through his/her Supervisor to the Accounting Division the following items, filled-in and signed:

- ✱ Jury Duty Report form
- ✱ The time and attendance statement provided the employee by the court
- ✱ The check or checks issued to the employee as jury duty reimbursement. (In this connection, the check stub(s) are important in determining any allowed expense, such as mileage.)

The day(s) on which an employee performs jury duty or appears as a witness is to be recorded on the Educare DC Time and Attendance Sheet as ~~%~~Jury Duty+.

An employee who volunteers as a witness must do so on his/her own time. Such employee is not covered by the foregoing provisions and shall report this time off as FLEX Leave or LWOP.

Family and Medical Leave Act of 1993 (FMLA)

FMLA provides up to twelve (12) weeks of unpaid, job protected leave to **eligible** employees for certain family and medical reasons.

Eligible employees include:

- ✱ Employees who have been employed by Educare DC for at least twelve (12) months; or, who have been hired as Teachers, Teacher Aides, Cooks or Custodians, and in a position funded by Head Start, and have been continually employed by Educare DC for at least ten (10) months; and have worked at least one thousand (1,000) hours during the twelve (12) month period immediately preceding the request for family or medical leave are eligible for such leave in cases involving: birth, adoption, or foster care or other permanent placement of a child, or a serious condition affecting a member of an employee's immediate family, as defined under D.C. or Federal Law.

An eligible employee is entitled to a total of sixteen (16) workweeks of family leave during any twenty-four (24) month period. Alternatively, the employee may be eligible for a total of twelve (12) workweeks of family or medical leave during any twelve (12) month period under the Federal Family and Medical Leave Act, provided that the employee meets all the criteria described above (but has worked 1,250 hours for Educare DC over the last twelve (12) months preceding the leave). Leave provided under D.C. FMLA and the Federal FMLA runs

concurrently. Employees are eligible to take the greater of the two periods provided under D.C. and Federal Law.

Educare DC measures the FMLA entitlement periods from the date an employee uses any previous FMLA. Each time an employee takes FMLA, Educare DC computes the amount of leave the employee has taken during the previous 24 months under this policy (or 12 months, if leave occurred under the Federal Act), and subtracts it from the weeks of available FMLA. The balance is the amount of FMLA the employee is entitled to take at that time.

For purposes of determining the 24-month (or 12-month, under Federal FMLA) period, Educare DC uses the rolling period method (a period measured backward from the dates the employee previously used FMLA).

Entitlement and Conditions of FMLA

Family Leave

1. The entitlement to FMLA for birth, adoption, or placement of a child expires twelve (12) months after the birth of the child or placement of the child with the employee.
2. In cases involving an immediate family member's serious health condition, an employee may take FMLA intermittently when medically necessary. In cases of intermittent leave, Educare DC may temporarily transfer the employee to an alternative position which has equivalent pay and benefits and which better accommodates the employee's recurring or reduced schedule leave.
3. With prior written approval from the Executive Director and/or the School Director, leave for a birth, adoption, or placement of a child may be taken on a reduced leave or intermittent schedule, during which the sixteen (16) workweeks of FMLA may be taken over a period not to exceed twenty-four (24) consecutive weeks.
4. Family leave should consist of unpaid leave, except that: (a) any paid leave provided by Educare DC that the employee voluntarily chooses to use for family leave shall count against the sixteen (16) workweeks of allowable family leave and run concurrently with the FMLA; and, (b) if Educare DC has a program that allows an employee to use the paid leave of another employee under certain conditions, and the conditions have been met, the employee may use the paid leave as family leave and the leave shall count against the sixteen (16) workweeks of family leave provided in this policy.
5. If FMLA is anticipated based on an expected birth, placement, or adoption, the employee shall provide Educare DC with reasonable notice prior to the expected birth, adoption, or placement of a child with the employee. In such cases, Educare requests that employees provide at least thirty (30) days advance notice or as much advance notice as possible under the circumstances. Employees taking leave to care for a

newborn, adopted or newly placed child do not have the right to take intermittent leave and can only do so with their Supervisor's consent.

6. If FMLA is anticipated based on an employee's or immediate family member's planned medical treatment, the employee shall provide Educare DC with reasonable notice prior to the medical treatment or supervision, subject to the approval of the health care provider of the employee or family member, in a manner that does not adversely affect the operations of Educare DC. In such cases, Educare DC requests that employees provide at least thirty (30) days advance notice or as much advance notice as possible under the circumstances.
7. If more than one family member is employed by Educare DC and is eligible for leave, and seeks leave in order to care for another immediate family member or for the birth, placement or adoption of a child: (a) Educare DC may limit to sixteen (16) workweeks during a 24-month period (or twelve workweeks during a twelve month period, whichever is greater) the aggregate or combined number of family leave workweeks to which the family members are entitled; and (b) Educare DC may limit to four (4) workweeks during a 24-month period the aggregate number of family leave workweeks to which the family members are entitled to take simultaneously. Family members employed by Educare DC can use the balance of any unused family/medical leave to care for their own serious health condition.

Medical Leave

8. Eligible employees who become unable to perform their job functions because of a serious health condition are entitled to medical leave for up to sixteen (16) workweeks during any 24-month period. Employees may take medical leave intermittently when medically necessary. All intermittent leave cannot exceed sixteen (16) weeks. If FMLA is taken on an intermittent basis, you may be temporarily transferred to an alternative position for which you are qualified (with equivalent pay and benefits) if it better accommodates your recurring need for periods of FMLA leave.
9. Medical Leave is unpaid leave, except that an employee may elect to use accrued FLEX Leave or sick leave, which will count against the sixteen (16) weeks of allowable medical leave under this policy.
10. Employees who request family or medical leave must provide Educare DC with a written certification issued by a health care provider of the employee or the immediate family member, whichever is applicable. Such certification must be provided within fifteen (15) days of Educare DC's request (or the employee must provide a reasonable explanation for any further delay). Failure to provide certification may result in denial of leave and denial of reemployment rights.

11. The certification provided by the employee to Educare DC shall state: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the appropriate medical facts known to the health care provider that would entitle the employee to take leave under this policy due to his own or a family member's serious medical condition; and, (d) an estimate of the time that the eligible employee is needed to care for the family member or an explanation of the extent to which the eligible employee is unable to perform the functions of their job.
12. Educare DC may require, in appropriate cases, that the employee obtain, at Educare DC's expense, the opinion of a second health care provider, approved by Educare DC, in regard to information required to be certified under this policy. If the second opinion differs from the original certification provided by the employee, the employee may obtain the opinion of a third health care provider mutually agreed upon by Educare DC and the employee. Educare DC shall pay the costs related to the third health care provider's opinion, and the opinion of the third health care provider shall be final and binding on Educare and the employee. The health care provider mutually agreed upon to render a third opinion may not be retained on a regular basis by Educare DC or the employee, or otherwise bear a close relationship to Educare DC or the employee.
13. Educare DC may require that the employee obtain subsequent certifications from the health care provider on a reasonable basis. In addition, Educare DC may require periodic certifications of the employee's intent to return to work, also on a reasonable basis.
14. Educare DC shall maintain the confidentiality of medical information obtained from an employee's FMLA certification.
15. Any employee who takes family or medical information under this policy shall not lose any employment benefits or seniority accrued before the date on which the family or medical leave commenced.
16. During any period in which an employee takes family or medical leave, Educare DC shall maintain the employee's group health plan coverage at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment from the date the employee commenced family or medical leave until the date the employee returns to work.
17. Educare DC shall require the employee to continue to pay his/her share of premiums to the group health plan that the employee would have made if the employee had not taken family or medical leave. If an employee is unable, or refuses, to pay premiums to the group health plan, the employee shall forfeit group health plan coverage until the employee returns to work and resumes paying premiums to the plan.

18. Nothing in this policy prohibits Educare DC and an eligible employee with a serious health condition from mutually agreeing to alternative employment for such employee for the duration of the serious health condition of the employee. Any period of alternative employment shall not cause a reduction of the employee's family or medical leave benefit. When the eligible employee who agreed to alternative employment is able to perform the functions of the employee's original job, the employee shall be restored to the original (or equivalent) position of employment.
19. Upon return from family or medical leave, an eligible employee shall be: (a) restored to the position of employment held by the employee when the family or medical leave commenced; or (b) restored to a position of employment equivalent to the position held by the employee when the family or medical leave commenced that includes equivalent benefits, pay, seniority, and other terms and conditions of employment. If the employee takes leave because of his or her serious health condition, the employee may be requested to provide medical certification that he or she is fit to resume their work.
20. Unless the period of leave is extended (at the employee's request and within the time frames provided under this policy, or extended as a reasonable accommodation for the employee's disability), an employee who fails to return to work within the time approved or provided under this policy forfeits his or her reinstatement rights and is deemed to have resigned from their employment with Educare DC.
21. Employees who believe they have not been treated fairly in accordance with Educare DC's Family and Medical Leave Policy may have certain rights to administrative or civil enforcement under the provisions of the District of Columbia Family and Medical Leave Act of 1990 (D.C. Code Section 32-501 et. seq.). Employees with grievances regarding Educare DC's FMLA policy should consult the text of the act, particularly Sections 507 through 510, for information on administrative and civil remedies.
22. Educare DC shall post and maintain in a conspicuous place at its work location, a notice that sets forth summaries of the pertinent provisions of the District of Columbia Family and Medical Leave Act of 1990, and information that pertains to the filing of a complaint under the Act.

Personal Business Leave/Parental Leave

Educare DC employees are entitled to a total of twenty-four (24) hours of parental leave during any twelve (12) month period to attend, or participate in, school-related events for his or her child. Parental leave is unpaid unless the employee elects to use Flex Leave.

SECTION 4: PROCUREMENT AND EXPENSES

The following is a brief summary of Educare DC's expense policy and procedures for the reporting and reimbursement of expenses.

Supplies and Other Expenditures

Only authorized persons may purchase supplies in the name of Educare DC. No employee whose regular duties do not include purchasing may incur any expense on behalf of Educare DC.

Without a properly approved contract and purchase order, UPO CDC is not obligated for, nor responsible for any employee purchases and reimbursements.

Travel Expense Reimbursement

This policy applies to all Educare DC employees and consultants, if the travel involves the use of federal funds and/or required non-federal share of funds.

Like other expenditures, payments for travel by UPO CDC are subject to audit by independent licensed public accountants and federal authorities. Expenditures for travel which fail to meet the requirements of this policy may be questioned and/or disallowed as proper charges against grant and contract funds. Each individual traveler and authorizing Educare DC official, therefore, will be responsible for providing the documentation needed to prove that travel expenditures were reasonable and necessary.

Additionally, grant funds and/or the required non-federal share funds may not be used to reimburse costs incurred for travel which violates any funding agency's regulation, grant or contract conditions. In this connection particular attention is directed to the limitations imposed on travel by CSA for the purpose of lobbying and using project vehicles. See 45 CFR 1069.6 and 1071.91, respectively.

Travel Authorization

All payments by UPO CDC for staff or out-of-town travel must be specifically authorized in advance and must be supported by properly approved invoices covering both travel and, if applicable, hotel and per-diem rate for meals. The forms to be used for this purpose are attached in the **Appendices Section** of the Handbook.

Authorizing Official

The Executive Director and/or the School Director shall have sole authority to approve employee travel requests.

Approval Criteria

The Executive Director and/or the School Director approving local and/or out-of-town travel, attendance at meetings, conferences, conventions, ELN trainings, and symposia shall apply the following guidelines in reviewing travel requests:

- ✧ Such travel and attendance is to be limited to events where Educare DC staff attendance will directly benefit in achieving an objective related to Educare DC's mission and the objectives of the funding program.
- ✧ Fees are in line with actual costs.
- ✧ Travel and attendance is not to be authorized when the primary benefit is to the individual person, rather than to the accomplishment of the agency's mission. Travel and attendance should relate directly to the position held by the person employed or in furtherance of or in connection with Educare DC business.
- ✧ Travel and attendance should not be authorized as a substitute for personnel benefits, incentives, or reward for past or present performance.
- ✧ The number of authorized travelers should be limited to the minimum number required to meet program objectives.

Submission of Out-of-Town Expense Reports

All claims for reimbursement of out-of-town expenses shall be submitted to the traveler's Supervisor and/or authorizing official no later than two (2) weeks after completion of the travel. Supervisors must submit approved travel vouchers to the Office of UPO CDC, Accounting Division within one (1) week of receipt. Reports not submitted within three (3) weeks of travel or submitted without the authorizing official's signature will result in a payroll deduction for any traveler.

Per-diem Rates and Subsistence Expenses

All out-of-town expenses, except as provided below, shall be reimbursed in accordance with the following methods:

Per-diem Rate Reimbursement

Educare DC will reimburse meals at a per-diem rate. The daily per-diem rate set by GSA for meals will apply only to travel involving 50 miles or more from the point of origin to the point of destination. **No employee will be reimbursed for a residential address identified as the**

point of origin. Cost of lodging will be reimbursed at the actual daily room rate for a basic single-occupancy room, which must be approved in advance.

For travel of less than 24 hours, when a night's lodging is not required, the per-diem rate shall be \$16.00. No per-diem will be allowed for one-day travel when the period is ten (10) hours or less during a given calendar day, except when the travel period is six (6) hours or more and begins before 6 a.m. or terminates after 8 p.m.

Subject to the above, one fourth of the per-diem rate for a calendar day will be allowed for each quarter day (period of six (6) hours or fraction thereof) during which the employee is in a travel status.

Actual Subsistence Expenses

Actual subsistence expense reimbursement may be authorized or approved for specific travel arrangements when it is determined that the per-diem amount or lowest cost single-occupancy room rate would be inadequate due to the unusual circumstances of the travel assignment or whenever the travel is to a high-rate geographical location.

Actual subsistence expense reimbursement shall not be authorized or approved solely on the basis of inflated lodging and/or meal costs since inflated costs are common to all travelers; some unusual circumstances of the traveler's assignment must be involved to cause the lodging and/or meal costs to be higher than those which normally would be incurred at a particular location. Travel which involves unusual circumstances may include, but is not limited to, the following situations:

- ✧ The traveler attends a meeting, conference, or training session away from his/her official duty station where lodging is at a prearranged place and alternative lodging at a lower cost is not available or imposed undue inconvenience.
- ✧ The traveler, by reason of the assignment, necessarily incurs unusually high expenses in the conduct of official business such as for superior or extraordinary accommodations including a suite or other quarters for which the charge is well above that which he/she would normally have to pay for accommodations.
- ✧ The traveler necessarily incurs unusually high expenses incident to his/her assignment to accompany another traveler in a situation as described above.

For travel involving actual subsistence expense reimbursement, the maximum daily rate shall not exceed the amounts set forth as noted above.

To obtain reimbursement on an actual subsistence basis the traveler must itemize on his/her travel voucher the actual cost of each night's lodging supported by hotel or motel receipts. The traveler shall be reimbursed for the actual expense incurred for each day or the daily

maximum. The excess may **not** be applied to another day with actual expenses less than the daily maximum. Items eligible for such reimbursement include: lodging, tips to waiters, porters and bellboys, laundry, phone calls to reserve rooms, transportation between places of lodging or business and places where meals are taken and all prior approved expenses.

All travel involving actual subsistence expense reimbursement must be authorized by the Executive Director and/or School Director.

Mixed Travel

Travel may be authorized on both a per-diem and an actual subsistence expense basis during a single trip when travel is performed in several locations including high rate geographical areas; however, only one method of reimbursement (per-diem or actual subsistence expense) shall be authorized within the same day.

In instances of mixed travel involving both per-diem and actual subsistence expenses, or several high rate geographical areas the methods of reimbursement and authorized rate for a calendar day (beginning at 12:01 a.m.) shall be determined by the location where the lodgings are obtained for that day. For example, when a traveler travels to a high rate geographical area where he/she performs official duties and obtains lodging, the reimbursement would be made under the actual subsistence expense method for the entire day not to exceed the maximum rate prescribed for the high rate area where the lodgings were obtained.

The method of reimbursement for the day of return travel shall be computed at the same rate as authorized for the first day of travel. For example, if a traveler authorized actual subsistence expense reimbursement for the first day of travel, reimbursement for the day of return shall also be on actual subsistence for the day of return to home or official station.

Local Travel

All local travel expenses for persons whose position requires daily or intermittent travel is to be covered by a general travel authorization granted by an appropriate authorizing official. The traveler should only be reimbursed after presentation of a local travel expense statement submitted at two (2) week intervals. The local travel statement shall be approved by the authorizing official prior to submission to the Office of UPO CDC, Accounting Division.

Mileage Costs

Reimbursement of travel costs for use of privately owned automobiles shall be paid at the current federal mileage reimbursement rate.

***Note: All employees should defer to the UPO CDC Procurement Guide for all reimbursement procedures. All reimbursement requests must be accompanied with an original receipt that has not been defaced.**

SECTION 5: EMPLOYEE COMMUNICATIONS

Employee Suggestions

Educare DC encourages all employees to bring forward their suggestions and good ideas about making Educare DC a better place to work and enhancing service to Educare DC children and families. Any employee who sees an opportunity for improvement is encouraged to talk it over with his/her Supervisor. Your Supervisor can help bring ideas to the attention of the people in the organization who are able to implement them. Educare DC values all constructive suggestions.

Complaint Procedure

Educare DC is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging a frank and open atmosphere in which any problem or complaint will receive a timely response from the Educare DC Management Team.

Any employee who believes that he or she has been treated unfairly has recourse for resolution of such a complaint. Employees who feel that they have been harassed in violation of Educare DC's Anti-Harassment Policy should report any such harassment in accordance with the procedures set forth in **Section Five** of this Handbook. Other employee complaints should be reported to the employee's immediate Supervisor first, as soon as possible, after the activity or incident occurs. If the employee's complaint is not satisfactorily resolved or if the employee does not feel that he/she can discuss the activity or incident with his or her immediate Supervisor, the employee should next report the activity or incident to the School Director. If the employee remains unsatisfied with management's response, then he/she should report the complaint to the Office of UPO CDC, HR Division for final resolution of the matter.

SECTION 6: APPENDICES

Code of Conduct & Ethics

Whistleblower Policy

Leave Form

Overtime Request Form

Jury Duty Report Form

First Report of Injury or Illness Form

Timesheet

EDUCARE DC

CODE OF CONDUCT & ETHICS

Preamble

Educare of Washington DC (hereafter referred to as Educare DC) is committed to maintain the highest level of integrity and the highest standards of ethical conduct in all of its activities and dealings. All of Educare DC's employees and volunteers act with honesty, integrity, and openness in all of their dealings as representatives of Educare DC. It is important for all Educare DC employees to be aware that both real and apparent conflicts of interests sometimes occur in the course of conducting business on behalf of Educare and that the appearance of conflict can be troublesome even though there is in fact no legal conflict of interest.

Conflicts occur because the many persona associated with Educare DC should be expected to have, and do in fact generally have multiple interests and affiliations and various positions of responsibility within the community. In these situations, a person will sometime owe identical duties of loyalty to two or more organizations. Conflicts are undesirable because they potentially place interest of others ahead of Educare DC's obligations to children and families. Conflicts are also undesirable because they often reflect adversely upon the person involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivation of the parties. However, the long range best interests of Educare DC do not require the termination of all associations with persons who may have real or apparent conflicts that are harmless to all individuals or entities involved.

The purpose of the Code of Conduct & Ethics is to provide guidance to Educare DC staff so that Educare DC can maintain the highest level of integrity and the highest standards of ethical conduct. Each staff person is urged to review carefully this Code of Conduct & Ethics and make every effort to adhere to it. Certain provisions of this Code of Conduct & Ethics, as indicated, apply only to certain management employees.

I. Gifts to Directors and Employees

The acceptance by any director or employee of money, services, or any other thing of value offered by a representative, person, or entity which (1) does business with Educare DC (or any

person or entity having knowledge that they could potentially do business with Educare DC) or (2) has applied for a grant or potentially could apply for a grant from Educare DC is prohibited. The offer of any such benefit must be reported immediately to Chair of the Board of Directors. Notwithstanding the forgoing, it is understood that an officer or employee of Educare DC may receive unsolicited gifts of value not greater than \$25.00, such as Christmas gifts, from persons doing business with Educare DC and any gifts of a value greater than \$25.00 are required to be reported to Educare DC's General Counsel. It is also expressly understood that this policy does not preclude business meals or normal entertainment on an infrequent basis.

II. Confidentiality of Information

Educare DC's directors, officers, and employees owe a duty of loyalty to Educare DC. The duty of loyalty requires each director, officer, and employee of Educare DC to respect the confidentiality of information gained in the course of Board activities or employment. No director or employee shall use information received in the course of serving Educare DC if the personal use of such information would be detrimental in any way to Educare DC.

III. Use of Educare DC's Services, Property or Facilities for Personal Purposes

Directors, officers, and employees shall make use of Educare DC's services, property or facilities in accordance with Educare DC's services policies and procedures or Property Use Policy. No loans may be made to directors.

Internal Revenue Code Section 501(c) (3) prohibits any Educare DC asset from being used primarily to benefit an individual. The Board must determine, in consultation with General Counsel, what the benefit is to Educare DC before an activity or transaction may be implemented and the minutes should reflect the benefits of the activity or transaction. If the Board determines that the primary benefit is to an individual, and that the activity or transaction does not benefit Educare DC, the activity or transaction should not be implemented. Three types of excess benefit transactions are covered by the IRS:

- * Non-fair market value transaction with disqualified persons (including Board members).
- * The payment of unreasonable compensation to a disqualified person.
- * Revenue sharing transaction. For example, Educare DC pledges a future revenue stream from a particular activity to a disqualified person.

For the purposes of the excess benefit transaction, a ~~disqualified person~~ includes any person who exercises ~~substantial influence~~ over Educare DC. These individuals include:

- * Directors, Chair or Treasurer
- * CEO, COO or CFO; and,

✧ Management Personnel

Disqualified persons also include any family members or entities that are controlled by the disqualified persons. For these purposes an entity is controlled if an individual owns 35% or more of the entity.

IV. Political and Voter Registration Activities

No director, officer, or employee of Educare DC in the name of Educare DC or under the color of the official capacity or authority of Educare DC while on duty at Educare DC, on Educare DC's premises or using Educare DC's resources shall:

- ✧ Participate or become actively involved in any political campaign or in any other type of political activity; or,
- ✧ Provide financial support for, or make contributions to or for the benefit of any political candidate, political party, or political action committee or provide financial support for or make contributions in support of any other political objective; or,
- ✧ Participate in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity.

In general, employees of Educare DC may not engage in the following activities at any time or place, including off-duty hours, during leave of any type (including unpaid leave), and off of Educare DC's premises:

- ✧ Be a candidate for public office in a partisan election (including primaries)
- ✧ Use official authority or influence to interfere with or affect the results of an election or nomination for office, and
- ✧ Directly or indirectly coerce, attempt to coerce, command or advise any employee of Educare DC or other Community Action or Head Start Agencies to make political contributions, or request such contributions from Educare DC employees whom they supervise.

Educare DC may not engage in the following activities:

- ✧ Participate or intervene in a political campaign on behalf or in opposition to any candidate for public office. Educare DC employees should scrupulously avoid identification of Educare DC with, or use of its funds or resources for, such activity.
- ✧ Use of funds to make contributions to political campaigns, political parties or political action committees.

Educare DC may under certain conditions conduct limited activities designed to educate, but not influence voters, such as neutral candidate forums or voter guides, but only if they are carried out by Educare DC programs or employees not funded by Head Start and receive the prior approval of the Educare DC Executive Director.

Notwithstanding the foregoing, Educare DC recognizes that each of directors, officers, and employees has the right as a citizen to become involved in his or her individual capacity in the political process in the District of Columbia and on a national and local basis. Any such participation or involvement by any person in a political campaign or other type of political activity or any contribution to or any other financial support of a political candidate or any other type of political contribution or support only be carried on or provided in an individual capacity.

V. Compliance with Code of Conduct & Ethics

Each director, officer and employee of Educare DC shall receive a copy of the Code of Conduct & Ethics. Each such person shall be required to complete the disclosure statement and also shall certify that he or she has read the Code and agrees to comply with all standards and requirements set forth herein.

VI. Failure to Comply

Failure to comply with the standards and requirements set forth herein may result in disciplinary action up to and including dismissal or removal as a Director in accordance with Educare DC By laws.

EDUCARE DC

WHISTLEBLOWER POLICY

General

Educare DC Code of Conduct & Ethics and Accounting and Financial Policies require directors, officers, employees, and volunteers and agents to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of Educare DC must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

The objectives of the Educare DC Whistleblower Policy are to establish policies and procedures for:

- ✱ The submission of concerns regarding questionable accounting or audit matters, fraud, waste, and/or abuse, corruption, unethical or illegal conduct, or dishonesty by employees, directors, officers, volunteers and agents of Educare DC, on a confidential and anonymous basis.
- ✱ The receipt, retention, and treatment of complaints received by Educare DC regarding accounting, internal controls, or auditing matters or fraud, waste, and/or abuse, corruption, unethical or illegal conduct or dishonesty.
- ✱ The protection of directors, officers, employees, volunteers, and agents reporting concerns from retaliatory actions.

Reporting Responsibility

Each director, officer, employee, volunteer and agent of Educare DC has an obligation to comply with and to report: (a) questionable or improper accounting or auditing matters; (b) violations or suspected violations of the Educare DC Code of Conduct and Ethics and the Educare DC Accounting and Financial Policies Business Conduct (hereinafter referred to as the Codes); (c) gross mismanagement of Educare DC grants or contracts relating to funds received; (d) gross waste of funds; (e) a substantial and specific danger to public health and safety related to the implementation or use of funds; (f) an abuse of authority related to the implementation or use of funds; (g) or a violation of law, rule, regulation related to a Educare DC grant or contract(s) awarded or issued relating to funds (hereinafter collectively referred to as Concerns) in accordance with this Whistleblower Policy.

Authority of Audit and Finance Committee

All reported Concerns will be forwarded to the Chair of the Audit and Finance Committee in accordance with the procedures set forth herein. The General Counsel will be responsible for overseeing investigations with the assistance of the Audit and Finance Committee and outside auditors, reviewers, and/or attorneys as deemed appropriate. At the end of the investigation, the General Counsel shall prepare a report on the investigation that contains factual findings and recommendations. The Audit and Finance Committee shall be responsible for making appropriate recommendations to the Board of Directors, with respect to all reported Concerns.

No Retaliation

This Whistleblower Policy is intended to encourage and enable directors, officers, employees, volunteers and agents to raise Concerns within Educare DC for investigation and appropriate action. With this goal in mind, no director, officer, employee, volunteer or agent who, in good faith reports a Concern shall be subject to harassment, retaliation or in the case of an employee, adverse employment consequences. Moreover, an employee, volunteer or agent who retaliates against someone who has reported a Concern in good faith is subject to discipline up to and including termination of employment or dismissal from the volunteer position or agent position.

REPORTING CONCERNS

Employees

Employees should first discuss their Concern with their immediate Supervisor. If, after speaking with or her Supervisor, the individual continues to have reasonable grounds to believe the Concern is valid, the employee should report the Concern to the General Counsel. In addition, if an employee is not comfortable speaking to his or her Supervisor or the Supervisor is the subject of the Concern, the employee should report his or her Concern directly to the General Counsel.

If the Concern was reported verbally to the General Counsel, the reporting employee shall reduce the Concern in writing. The General Counsel is required to immediately report the Concern to the Executive Director and to the Chair of the Audit and Finance Committee as indicated in the Authority of the Audit and Finance Committee section above. If the General Counsel, for any reason, does not immediately forward the Concern to the Executive Director or to the Chair of the Audit and Finance Committee, the reporting employee should directly report the Concern to the Executive Director or the Chair of the Audit and Finance Committee. Contact information for the Chair of the Audit and Finance Committee may be obtained through the Office of General Counsel. Concerns may also be submitted anonymously. Such anonymous Concerns should be in writing and sent directly to the General Counsel's office.

Directors, Other Volunteers and Agents

Directors, other volunteers and agents should report Concerns in writing directly to the Office of General Counsel.

Handling of Reported Concerns

The Audit and Finance Committee shall address all reported Concerns. The Chair of the Audit and Finance Committee shall immediately notify the Audit and Finance Committee and the Chair of the Board of any such report. The Chair of the Audit and Finance Committee will notify the sender and acknowledge receipt of the Concern within five (5) business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted Concerns.

Initial inquiries will be made to determine whether an investigation is appropriate, and the form that it should take. Some Concerns may be resolved without the need for an investigation. The amount of contact between the complainant and the person or persons investigating the Concern will depend on the nature of the issue and the clarity of information provided. Further information may be sought from or provided to the person reporting the Concern.

Concerns expressed anonymously will be investigated appropriately, but consideration will be given to the seriousness of the issue raised; the credibility of the concern; and the likelihood of confirming the allegation from attributable sources because appropriate follow-up questions may not be possible unless the source of the information is identified.

Reports will be promptly investigated by the General Counsel with the assistance of the Audit and Finance Committee and appropriate corrective action will be recommended to the Board of Directors, if warranted by the investigation. In addition, action taken must include a conclusion and/or follow-up with the complainant for complete closure of the Concern.

The Audit and Finance Committee has authority to retain outside legal counsel, accountants, private investigators, or any other resource deemed necessary to conduct a full and complete investigation of the allegations.

Accounting and Auditing Matters

The Audit and Finance Committee of the Board of Directors shall address all reported Concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Chair of the Audit and Finance Committee shall immediately notify the Audit and Finance Committee of any such complaint and work with the Committee until the matter is resolved.

Acting in Good Faith

Anyone reporting a Concern must act in good faith and have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice, or a violation of the Codes or other Concerns listed in %Reporting Responsibilities+above. Any good faith report is fully protected by this Whistleblower Policy, even if the report, question, or Concern is after investigation, not substantiated.

The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer position, agent position, or termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

If the investigation of a Concern, that was done in good faith and investigated by Educare DC, is not to the Whistleblower's satisfaction, then he or she has the right to report the Concern to the appropriate legal or investigative agency posted in the Educare DC Office of Human Resources.

Confidentiality

Reports of Concerns, the complainant's identity and investigations pertaining to the Concerns shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Disclosure of reports of Concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.



EDUCARE DC REQUEST FOR LEAVE

The original request should be attached to your timesheet for that pay period and submitted to UPO CDC office. One copy should go to your Supervisor.

Name:	Request Date:
Position:	Employee No.

I request the following leave of absence (Please check the appropriate box):

	[]	From (Month/Day/Year)	To (Month/Day/Year)	Number of Hours
Annual Leave	[]			
Sick Leave *	[]			
Personal Leave	[]			
Jury Duty	[]			
Leave Without Pay	[]			
Admin Leave	[]			
Bereavement Leave	[]			
Other (Please Specify)	[]			

* Any illness of **3 or more consecutive days** duration requires a certificate signed by a duly licensed physician which authenticates the period of illness.

Employee Signature: _____ Date: _____	Approval: Yes <input type="checkbox"/> No <input type="checkbox"/> Supervisor Signature: _____ Date: _____
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EDUCARE DC OVERTIME AUTHORIZATION

Except in emergencies, Managers are required to obtain written approval from the School Director prior to allocating overtime to Educare employees. Overtime Authorization forms must be completed and submitted for approval to the School Director at the end of the pay period.

EMPLOYEE NAME: _____ PAY PERIOD ENDING _____

DEPARTMENT WORKED _____

DATE(S) OF OVERTIME

TIME OF OVERTIME

Monday _____

FROM _____ A.M P.M TO _____ A.M P.M

Tuesday _____

FROM _____ A.M P.M TO _____ A.M P.M

Wednesday _____

FROM _____ A.M P.M TO _____ A.M P.M

Thursday _____

FROM _____ A.M P.M TO _____ A.M P.M

Friday _____

FROM _____ A.M P.M TO _____ A.M P.M

TOTAL HOURS OF OVERTIME WORKED _____

REASON FOR OVERTIME (check all that apply):

- ☐ PLANNED
- ☐ UNPLANNED, explain: _____
- ☐ COVER REGULAR SHIFT
- ☐ EXTENSION OF REGULAR SHIFT
- ☐ OTHER _____
- ☐ Budget approved for overtime: YES NO

Verified By: (School Director)

Date

Overtime Budget Approved By: (UPO CDC Accountant)

Date

Overtime budget MUST be approved by UPO CDC finance office prior to the payout of any overtime hours worked.

APPROVALS:

Manager Authorizing Overtime

Date

School/Executive Director Approval

Date

Payroll/ CDC Business Office Approval

Date

JURY DUTY FORM

Jury Duty form must be completed at least five (5) days prior to Jury Duty service.

Employee Name: _____

Position: _____ Location: _____

Date Submitted: _____

Estimated Date(s) Off for Jury Duty: _____

Estimated Number of Days on Jury Duty (if known) _____

An employee shall receive his/her regular rate of pay while serving on Jury Duty. Jury Duty shall include time on call as well as time actually serving on a Jury. Employees are required to turn over Jury Duty fees to UPO CDC's Finance office.

Employee Signature: _____ Date: _____

Supervisor: _____ Date: _____

Jury Duty payment received by UPO CDC Finance Office on _____

Amount of Jury Duty Payment: _____

UPO CDC Finance Office: _____ Date: _____



First Report of Injury Form

(Please print legibly or type)

To be completed by Supervisor

Today's Date _____ Date of Incident: _____

Employee's name _____ Phone Number _____

Employee's Address _____

DOB _____ Gender _____ Date of Hire _____ FT/PT _____

Job Title: _____ Number of Dependents _____

Employee's department/work location _____

Location of incident/accident _____

Time shift started _____ Did employee work a full day? _____

Hours worked per day _____ Hours worked per week _____

Has employee returned to work? _____ Were there any Witnesses? _____

If yes, name/phone number _____

Witness #2 _____

Supervisor's name _____

Supervisor's location _____

Supervisor's Phone Number _____

Name of Person reporting incident _____

Nature of Incident/Accidents _____ Time of Incident/Accident _____

Did Incident/Accident require medical attention? _____

If yes, where was employee taken? _____

Details of Incident/Accident (If injury was sustained, please describe in details)

(You may use additional pages if more space is required)

(Please print legibly or type)

Company's Account Number/Policy Number _____

Marital Status _____ Social Security Number _____

Date of Incident/Accident _____ Date Incident reported to HR _____

Date Incident/Accident reported to worker's compensation _____

Claim Number _____ Reference Number _____

Did Employee receive medical attention? _____

If yes, name/address of hospital _____

Phone number of medical provider _____

Estimated days Employee will lose due to injury _____

Anticipated return to work date _____

[illegible]

J. Curriculum Sample

Focus Study: Culture Characteristics

This week the children will be introduced to word "culture". Culture will be explored through a series of experiences based on language, clothing and art, music, literacy and cooking.

Pre K – 3 Lesson Plan

Learning Activity	Teaching Strategies Gold Objective	DC Common Core Early Learning Standards
Interest Areas: Blocks, Dramatic Play, Toys and Games, Art, Library, Sand & Water, Music & Movement and Computer	11. Demonstrates positive approaches to learning. 11d. Shows curiosity and motivation. 6. Shows eagerness to learn about a variety of topics and ideas. 11e. Shows flexibility and inventiveness in thinking. 4. Uses creativity and imagination during play and routine task. 11. Demonstrates positive approaches to learning. Level 4. Sustains interest in working on a task, especially when adults offer suggestions, questions, and comments	Approaches to Learning / Logic and Reasoning 1. Attends and engages with curiosity 1a. Chooses task of interest ; responds to adult encouragement 2. Shows Persistence 2a. Continues an activity even when there are challenges ; may stop and later return to a self-selected activity 3. Approaches tasks flexibly 3a. Finds solutions without having to try every possibility ; may change approach 4. Uses symbols and takes on pretend roles. 4a. Uses props in pretend play with one or more children; substitutes one object for another ; activity is often theme based
Read Aloud – Title: To Be An Artist Description (It is about children from around the world who express themselves through art, be it music, dance, visual arts or theater). The teacher will ask questions before the reading during the reading and after the reading	10. Demonstrates comprehension of printed materials read aloud 10a. Uses some words and / or concepts from the text to talk about a story, poem or informational text read aloud.	18. Comprehends and responds to books 18a. Interacts during read aloud and book conversations. 4. Ask and answers questions about the text refers to the pictures

Focus Study: Culture Characteristics

This week the children will be introduced to word “culture”. Culture will be explored through a series of experiences based on language, clothing and art, music, literacy and cooking.

Pre K – 3 Lesson Plan

Learning Activity	Teaching Strategies Gold Objective	DC Common Core Early Learning Standards
Title: Lion Dancer: Chinese New Year, Festival of New Beginnings Description (This story provides a description of what Chinese New Year is, how it started, and ways people celebrate this cultural holiday).	10. Demonstrates comprehension of printed materials read aloud 10a. Uses some words and / or concepts from the text to talk about a story, poem or informational text read aloud. 30. Shows basic understanding of people and how they live.	18. Comprehends and responds to books 18a. Interacts during read aloud and book conversations. 5. Ask and answers questions about the text refers to the pictures 23. Demonstrates understanding of people and how they live.
Literacy Knowledge and Skills Writing Experiences- Students will plan a celebration of their own. The students have been learning about different cultures. In the writing center the students will create invitations for their own celebration.	16. Demonstrates Knowledge of the alphabet 16b. Uses letter sound- knowledge 17. Demonstrates knowledge of print and its uses. 17b. Use print concepts 6. Shows awareness of various features of print letters, words, spaces upper and lowercase letters some punctuation. 19. Demonstrates emergent writing skills 19a. Writes name 4. letter strings 19b. Writes to convey meaning	9. Demonstrates understanding of print concepts. 9a. With guidance and support demonstrates a basic understanding of the organization and features of print. 9b. Recognizes that spoken language can be written and read and that written language can be read and spoken 9c. Recognizes and names 10 or more letters of the alphabet.
Mathematics Feast for Ten: During small group the children will understand and count to at least 10. After reading a story called Feast for 10.	20. Uses number concepts and operations. 20a. Counts Level 6. Verbally counts to 10; counts up to five objects accurately; using one number name for each object. 20c. Connects numerals with their quantities. Level 6. Identifies numerals to 10 by name and connects each to counted objects.	15. Demonstrates knowledge of number and counting. 15a. Counts to 20 by ones 15c. Recognizes and names the written numerals 1-10

Focus Study: Culture Characteristics

This week the children will be introduced to word “culture”. Culture will be explored through a series of experiences based on language, clothing and art, music, literacy and cooking.

Pre K – 3 Lesson Plan

Learning Activity	Teaching Strategies Gold Objective	DC Common Core Early Learning Standards
Colorful Carnations The students will perform a basic experiment using food coloring and white carnations. They will predict what happens to the white carnations when they are placed in certain colors. They will then predict what happens when those colors are mixed.	24. Uses scientific inquiry skills 25. Demonstrates knowledge of characteristics of living things 26. Demonstrates knowledge of physical properties of objects and materials	22. Demonstrates Scientific Thinking 22a. Observes, explores and manipulates materials and object 22b. Makes predictions and tests ideas 22c. Communicates with others about discoveries 19. Observes and describes characteristics of living things 20. Observes and describes characteristics of physical objects
Outdoor Play Move like This The students will participate in follow the leader gross motor activities.	35. Explores dance and movement concepts.	24. Engages in music, movement, and drama activities.
Freeze Dance The teacher will play freeze dance game with the students using a variety of cultural music.	34. Explores musical concepts and expressions. 35. Explores dance and movement concepts	24. Engages in music, movement, and drama activities.
Large Group Morning Meeting Students will have morning meeting, answer the question of the day. They will create a PET (predict, explore and talk) chart. They will predict, explore and talk about their predictions of the word culture.	2. Establishes and sustains positive relations. 2a. Forms relationships with adults. 8. Listens to and understands increasingly complex language. a. comprehends language 10. Uses appropriate conversational and other communication skills.	29. Develops positive relationships with adults a. Engages with trusted adults for information and socializing: manages separations. 5. Demonstrates understanding of spoken language a. Responds to more complex questions, statements, and texts read aloud that present new vocabulary and ideas 8. Uses conventional conversational and other social communication skills.

Focus Study: Culture Characteristics

This week the children will be introduced to word “culture”. Culture will be explored through a series of experiences based on language, clothing and art, music, literacy and cooking.

Pre K – 3 Lesson Plan

	<p>a. engages in conversations</p> <p>11. Demonstrates positive approaches to learning a. attends and engages</p> <p>30. Shows basic understanding of people and how they live.</p> <p>31. Explores change related to familiar people or places.</p> <p>32. Demonstrates simple geographic knowledge.</p>	<p>a. Initiates and engages in conversation of as many as three exchanges. 1. Attends and engages with curiosity a. Chooses tasks of interest: responds to adult encouragement</p> <p>23. Demonstrates understanding of people and how they live.</p> <p>23. Demonstrates understanding of people and how they live.</p>
<p>Letter Talk The teacher will review the letter of the week, which is the letter “A”. The teacher will review using a variety of activities including riddles, poems and name writing.</p>	<p>15. Demonstrates phonological awareness a. Notices and discriminates rhyme</p> <p>16. Demonstrates knowledge of the alphabet a. Identifies and names letters b. Uses letter sound knowledge</p>	<p>11. Hears and discriminates the sound of language a. Plays with language experimenting with beginning and ending sounds</p> <p>9. Demonstrates understanding of print concept</p>

Focus Study: Culture Characteristics

This week the children will be introduced to word “culture”. Culture will be explored through a series of experiences based on language, clothing and art, music, literacy and cooking.

Pre K – 4 Lesson Plan

Learning Activity	Teaching Strategies Gold Objective	DC Common Core Early Learning Standards
Interest Areas: Blocks, Dramatic Play, Toys and Games, Art, Library, Sand & Water, Music & Movement and Computer	11. Demonstrates positive approaches to learning. 11d. Shows curiosity and motivation. Level 6. Shows eagerness to learn about a variety of topics and ideas. 11e. Attends and engages Level 6. Sustains work on age appropriate interesting tasks; can ignore most distractions and interactions.	1. Attends and engages with curiosity 1a. Demonstrates curiosity and eagerness to learn by showing interest in a growing range of topics, ideas, and tasks. 2. Shows persistence 2a. Preserves to understand and accomplish a challenging self selected activity despite interruptions and distractions.
Read Aloud – Title: To Be An Artist Description (It is about children from around the world who express themselves through art, be it music, dance, visual arts or theater). The teacher will ask questions before the reading during the reading and after the reading	18. Comprehends and responds to books and other texts. 18a. Interacts during read-alouds and book conversations. Level 3 emerging to 4. Asks and answers questions about the text; refers to pictures.	10. Demonstrates comprehension of printed materials read aloud 10a. Uses some words and / or concepts from the text to talk about a story, poem or informational text read aloud.
Title: Lion Dancer: Chinese New Year, Festival of New Beginnings Description (This story provides a description of what Chinese New Year is, how it started, and ways people celebrate this cultural holiday).	18. Comprehends and responds to books and other texts. 18a. Interacts during read-aloud and book conversations. Level 3 emerging to 4. Asks and answers questions about the text; refers to pictures.	10. Demonstrates comprehension of printed materials read aloud 10a. Uses some words and / or concepts from the text to talk about a story, poem or informational text read aloud.

Focus Study: Culture Characteristics

This week the children will be introduced to word “culture”. Culture will be explored through a series of experiences based on language, clothing and art, music, literacy and cooking.

Pre K – 4 Lesson Plan

Learning Activity	Teaching Strategies Gold Objective	DC Common Core Early Learning Standards
Literacy Knowledge and Skills Writing Experiences- Students will plan a celebration of their own. The students have been learning about different cultures. In the writing center the students will create invitations for their own celebration.	16. Demonstrates Knowledge of the alphabet 16b. Uses letter sound- knowledge 17. Demonstrates knowledge of print and its uses. 17b. Use print concepts 4. Shows awareness of various features of print letters, words, spaces upper and lowercase letters some punctuation. 19. Demonstrates emergent writing skills 19a. Writes name 4. letter strings 19b. Writes to convey meaning	9. Demonstrates understanding of print concepts 9a. With guidance and support demonstrates a basic understanding of the organization and features of print. 13. Understands the Purpose of Writing and Drawing 13a. Dictates words or draws to express a preference or opinion about a topic.
Mathematics Feast for Ten: During small group the children will understand and count to at least 10. After reading a story called Feast for 10.	20. Uses number concepts and operations. 20a. Counts Level 6. Verbally counts to 10; counts up to five objects accurately; using one number name for each object. 20c. Connects numerals with their quantities. Level 6. Identifies numerals to 10 by name and connects each to counted objects.	15. Demonstrate Knowledge of Number and counting. 15a. Counts to 20 by ones 15b. Tells what number comes next in the counting sequence when given a number between 1 and 9.

Focus Study: Culture Characteristics

This week the children will be introduced to word “culture”. Culture will be explored through a series of experiences based on language, clothing and art, music, literacy and cooking.

Pre K – 4 Lesson Plan

Learning Activity	Teaching Strategies Gold Objective	DC Common Core Early Learning Standards
Colorful Carnations The students will perform a basic experiment using food coloring and white carnations. They will predict what happens to the white carnations when they are placed in certain colors. They will then predict what happens when those colors are mixed.	24. Uses scientific inquiry skills 25. Demonstrates knowledge of characteristics of living things 26. Demonstrates knowledge of physical properties of objects and materials	22. Demonstrates Scientific Thinking 22a. Observes, explores, and manipulates materials and objects. 19. Observes and describes the characteristics of living things. 19a. Demonstrates knowledge of the characteristics of living things.
Outdoor Play Move like This The students will participate in follow the leader gross motor activities.	35. Explores dance and movement concepts.	24. Engages in music, movement and drama activities. 24a. Participates in music movement and drama activities, responding to different forms of music, movement, and imaginary characteristics and scenarios.
Freeze Dance The teacher will play freeze dance game with the students using a variety of cultural music.	34. Explores musical concepts and expressions. 35. Explores dance and movement concepts	24. Engages in music, movement and drama activities. 24c. Expresses ideas, feelings, and experiences through music movement 24a. Participates in music movement and drama activities, responding to different forms of music, movement, and imaginary characteristics and scenarios.
Large Group Morning Meeting Students will have morning meeting, answer the question of the day. They will create a PET (predict, explore and talk) chart. They will	2. Establishes and sustains positive relations. 2a. Forms relationships with adults. 8. Listens to and understands increasingly complex language.	29. Develops Positive Relationships with Adults 29a. Engages in positive interaction with adults to share ideas and plan activities. 5. Demonstrates understanding of spoken language.

Focus Study: Culture Characteristics

This week the children will be introduced to word “culture”. Culture will be explored through a series of experiences based on language, clothing and art, music, literacy and cooking.

Pre K – 4 Lesson Plan

<p>predict, explore and talk about their predictions of the word culture.</p>	<p>8a. comprehends language</p> <p>10. Uses appropriate conversational and other communication skills. a. engages in conversations</p> <p>11. Demonstrates positive approaches to learning a. attends and engages</p> <p>30. Shows basic understanding of people and how they live. 31. Explores change related to familiar people or places. 32. Demonstrates simple geographic knowledge.</p>	<p>5b. Demonstrates understanding of spoken language by responding appropriately. 8. Uses conventional and other social communication skills. 8a. Initiates and engages in conversation of at least three exchanges. 2. Shows persistence 2a. Perseveres to understand and accomplish a challenging, self selected activity despite interruptions and distractions 23. Demonstrates understanding of people and how they live. 23a. Demonstrates understanding that he or she is part of a family.</p>
<p>Letter Talk The teacher will review the letter of the week, which is the letter “A”. The teacher will review using a variety of activities including riddles, poems and name writing.</p>	<p>15. Demonstrates phonological awareness a. Notices and discriminates rhyme</p> <p>16. Demonstrates knowledge of the alphabet a. Identifies and names letters b. Uses letter sound knowledge</p>	<p>11. Hears and discriminates the sounds of language. 11a. Shows awareness of separate words in a sentence. 9. Demonstrates understanding of print concepts. 9a. With guidance and support demonstrates a basic understanding of the organization and feature of print.</p>

Alignment of



The Creative Curriculum® *for* Preschool



WITH

District of Columbia Early Learning Standards
for Pre-Kindergarten

**Alignment of *The Creative Curriculum® for Preschool*
With
*District of Columbia Early Learning Standards for Pre-Kindergarten***

This document aligns the standards and performance indicators in the *District of Columbia Early Learning Standards for Pre-Kindergarten* with the goals and ideals of *The Creative Curriculum® for Preschool*. *The Creative Curriculum® for Preschool* is a comprehensive, research-based curriculum designed to help educators at all levels of experience plan and implement a developmentally appropriate, content-rich program for children with diverse backgrounds and skill levels.

References

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Teaching Strategies, LLC. (2010). *The Creative Curriculum® for preschool*. Washington, DC: Author

<i>District of Columbia Early Learning Standards for Pre-Kindergarten</i>	<i>How The Creative Curriculum® for Preschool meets District of Columbia Early Learning Standards for Pre-Kindergarten</i>
Domain 1: Approaches to Learning (AL)	
Standard 1.0 Children exhibit curiosity, the ability to engage in and complete task, flexibility in solving problems, engaging in purposeful play, following direction, and both independence and interdependence.	
AL.1.1 Children demonstrate curiosity and a willingness to learn.	Demonstrates positive approaches to learning Shows curiosity and motivation Shows eagerness to learn about a variety of topics and ideas
AL.1.2 Children engage in and complete tasks.	Demonstrates positive approaches to learning Attends and engages Sustains work on age-appropriate, interesting tasks; can ignore most distractions and interruptions Demonstrates positive approaches to learning Persists Plans and pursues a variety of appropriately challenging tasks
AL.1.3 Children demonstrate problem-solving skills.	Demonstrates positive approaches to learning Solves problems Solves problems without having to try every possibility Remembers and connects experiences Makes connections Draws on everyday experiences and applies this knowledge to a similar situation
AL.1.4 Children engage in purposeful play.	Uses symbols and images to represent something not present Engages in sociodramatic play Interacts with two or more children during pretend play, assigning and/or assuming roles and discussing actions; sustains play scenario for up to 10 minutes

AL.1.5 Children demonstrate self-direction and independence.	<p>Demonstrates positive approaches to learning Persists Plans and pursues a variety of appropriately challenging tasks</p> <p>Demonstrates positive approaches to learning Shows flexibility and inventiveness in thinking Changes plans if a better idea is thought of or proposed</p>
AL.1.6 Children will follow directions and demonstrate interdependence.	<p>Participates cooperatively and constructively in group situations Balances needs and rights of self and others Initiates the sharing of materials in the classroom and outdoors</p> <p>Listens to and understands increasingly complex language Follows directions Follows directions of two or more steps that relate to familiar objects and experiences</p>
Domain 2: Social and Emotional Development (SED)	
Standard 2.0: Children become confident and competent with a sense of self and can take responsibility for self and others.	
SED.2.1 Children demonstrate a strong, positive self-concept.	<p>Regulates own emotions and behaviors Takes care of own needs appropriately Takes responsibility for own well-being</p> <p>Demonstrates knowledge about self</p>
SED. 2.2 Children develop increasing capacity for self-control.	<p>Regulates own emotions and behaviors Manages feelings Controls strong emotions in an appropriate manner most of the time</p> <p>Regulates own emotions and behaviors Follows limits and expectations Manages classroom rules, routines, and transitions with occasional reminders</p>

SED.2.3 Children engage in positive interactions with others.	<p>Establishes and sustains positive relationships</p> <p>Responds to emotional cues</p> <p>Identifies basic emotional reactions of others and their causes accurately</p> <p>Establishes and sustains positive relationships</p> <p>Interacts with peers</p> <p>Initiates, joins in, and sustains positive interactions with a small group of two to three children</p> <p>Establishes and sustains positive relationships</p> <p>Makes friends</p> <p>Establishes a special friendship with one other child, but the friendship might only last a short while</p> <p>Participates cooperatively and constructively in group situations</p> <p>Solves social problems</p> <p>Suggests solutions to social problems</p>
SED.2.4 Children demonstrate resiliency skills.	<p>Demonstrates positive approaches to learning</p> <p>Persists</p> <p>Plans and pursues a variety of appropriately challenging tasks</p> <p>Demonstrates positive approaches to learning</p> <p>Solves problems</p> <p>Solves problems without having to try every possibility</p>
Domain 3: Language and Literacy (LL)	
Standard 3.0: Children communicate ideas and feelings, establish and maintain relationships with adults and other children through the literacy skills involved in I-Listening and Speaking, II -Reading, and III-Writing.	
I. Listening and Speaking	
LL.3.I.1 Children comprehend oral directions and explanations.	<p>Listens to and understands increasingly complex language</p> <p>Follows directions</p> <p>Follows directions of two or more steps that relate to familiar objects and experiences</p>

<p>LL.3.1.2 Children hear and discriminate the various sounds of language to develop auditory discrimination and phonemic awareness.</p>	<p>Demonstrates phonological awareness Notices and discriminates rhyme Decides whether two words rhyme</p> <p>Demonstrates phonological awareness Notices and discriminates alliteration Matches beginning sounds of some words</p> <p>Demonstrates phonological awareness Notices and discriminates smaller and smaller units of sound Hears and shows awareness of separate syllables in words</p>
<p>LL.3.1.3 Children ask questions for a variety of purposes and answer questions of peers and adults.</p>	<p>Listens to and understands increasingly complex language Comprehends language Responds appropriately to specific vocabulary and simple statements, questions, and stories</p> <p>Uses appropriate conversational and other communication skills Engages in conversations Engages in conversations of at least three exchanges</p>
<p>LL.3.1.4 Children acquire and use increasingly rich vocabulary and language for a variety of purposes (receptive and expressive vocabulary).</p>	<p>Uses language to express thoughts and needs Uses an expanding expressive vocabulary Describes and tells the use of many familiar items</p> <p>Uses language to express thoughts and needs Uses conventional grammar Uses complete, four- to six-word sentences</p> <p>Uses language to express thoughts and needs Tells about another time or place Tells stories about other times and places that have a logical order and that include major details</p>

LL.3.I.5 Children participate in conversations.	<p>Uses appropriate conversational and other communication skills Engages in conversations Engages in conversations of at least three exchanges</p> <p>Uses appropriate conversational and other communication skills Uses social rules of language Uses acceptable language and social rules while communicating with others; may need reminders</p>
II. READING	
LL.3.II.1 Children understand and value books and other print materials.	<p>Comprehends and responds to books and other texts Interacts during read-alouds and book conversations Identifies story-related problems, events, and resolutions during conversations with an adult</p>
LL.3.II.2 Children demonstrate knowledge of and appreciation for books.	<p>Demonstrates knowledge of print and its uses Uses and appreciates books Knows some features of a book (title, author, illustrator); connects specific books to authors</p>
LL.3.II.3 Children demonstrate understanding of print concepts.	<p>Demonstrates knowledge of print and its uses Uses print concepts Shows awareness of various features of print: letters, words, spaces, upper- and lowercase letters, some punctuation</p>
LL.3.II.4 Children develop familiarity with the forms of alphabet letters, awareness of print, and letter forms.	<p>Demonstrates knowledge of the alphabet Identifies and names letters Recognizes as many as 10 letters, especially those in own name</p>
LL.3.II.5 Children use emerging reading skills to make meaning from print.	<p>Comprehends and responds to books and other texts Uses emergent reading skills Pretends to read, reciting language that closely matches the text on each page and using reading-like intonation</p>

LL.3.II.6 Children comprehend stories and other texts.	<p>Remembers and connects experiences Makes connections Draws on everyday experiences and applies this knowledge to a similar situation</p> <p>Comprehends and responds to books and other texts Interacts during read-alouds and book conversations Identifies story-related problems, events, and resolutions during conversations with an adult</p> <p>Comprehends and responds to books and other texts Retells stories Retells a familiar story in proper sequence, including major events and characters</p>
III. WRITING	
LL.3.III.1 Children understand the purposes of writing.	<p>Demonstrates emergent writing skills Writes to convey meaning Letter strings</p>
LL.3.III.2 Children use emergent writing skills to make letters and words in many settings and for many purposes.	<p>Demonstrates knowledge of the alphabet Uses letter-sound knowledge Shows understanding that a sequence of letters represents a sequence of spoken sounds</p> <p>Demonstrates emergent writing skills Writes name Accurate name</p> <p>Demonstrates emergent writing skills Writes to convey meaning Letter strings</p>

Domain 4: Mathematical Thinking (MT)	
Standard 4.0: Children make sense of the world around them and understand the physical world through mathematics experiences involving number concepts, patterns, functions, and Algebra, measurement, geometry and spatial sense, and data analysis and probability.	
NUMBER CONCEPTS	
MT.4.1 Children demonstrate a beginning understanding of number and operations and how they relate to one another.	<p>Uses number concepts and operations Counts Verbally counts to 20; counts 10–20 objects accurately; knows the last number states how many in all; tells what number (1–10) comes next in order by counting</p> <p>Uses number concepts and operations Quantifies Makes sets of 6–10 objects and then describes the parts; identifies which part has more, less, or the same (equal); counts all or counts on to find out how many</p> <p>Uses number concepts and operations Connects numerals with their quantities Identifies numerals to 10 by name and connects each to counted objects</p>
PATTERNS, FUNCTIONS, AND ALGEBRA	
MT.4.2 Children demonstrate a beginning understanding of patterns and use mathematical representations to describe patterns.	<p>Uses classification skills Groups objects by one characteristic; then regroups them using a different characteristic and indicates the reason</p> <p>Demonstrates knowledge of patterns Extends and creates simple repeating patterns</p>
MEASUREMENT	
MT.4.3 Children use a variety of non-standard and standard tools to measure and use appropriate language terms to describe size, length, weight, and volume.	<p>Compares and measures Uses multiples of the same unit to measure; uses numbers to compare; knows the purpose of standard measuring tools</p>

GEOMETRY AND SPATIAL SENSE	
MT.4.4 Children begin to demonstrate an understanding of shape, size, position, direction, and movement, and they describe and classify real objects by shape.	<p>Explores and describes spatial relationships and shapes Understands spatial relationships Uses and responds appropriately to positional words indicating location, direction, and distance</p> <p>Explores and describes spatial relationships and shapes Understands shapes Describes basic two- and three-dimensional shapes by using own words; recognizes basic shapes when they are presented in a new orientation</p>
DATA ANALYSIS AND PROBABILITY	
MT.4.5 Children question, collect, organize, represent, interpret, and analyze data to answer questions.	<p>Uses symbols and images to represent something not present Thinks symbolically Represents objects, places, and ideas with increasingly abstract symbols</p>
Domain 5: Scientific Inquiry (SI)	
Standard 5.0: Children learn science by exploring the world around them as they try out things to see how they work, experiment, manipulate objects, use their senses and scientific tools to observe, collect and interpret data, and draw conclusions.	
SCIENTIFIC INQUIRY	
SI.5.1 Children develop inquiry and process skills.	Uses scientific inquiry skills
PHYSICAL SCIENCE	
SI.5.2 Children develop an understanding of the physical properties and uses of materials and objects.	Demonstrates knowledge of the physical properties of objects and materials
LIFE SCIENCE	
SI.5.3 Children will develop an understanding of living things (plants and animals) and what they need to survive.	Demonstrates knowledge of the characteristics of living things
EARTH SCIENCE	
SI.5.4 Children develop an understanding of the Earth and the natural environment.	Demonstrates knowledge of Earth's environment

Domain 6: Social Studies (SS)	
Standard 6.0: Children learn social studies by forming relationships, learning to communicate, and exploring the world around them through the study of people, jobs, landmarks and cultures of the surrounding community.	
SS.6.1 Children demonstrate a sense of self within the context of family.	Demonstrates knowledge about self
SS.6.2 Children demonstrate an understanding of self within the context of community.	Shows basic understanding of people and how they live
SS.6.3 Children begin to notice and acknowledge diversity.	Shows basic understanding of people and how they live
SS.6.4 Children develop a basic understanding of economic concepts.	Shows basic understanding of people and how they live
SS.6.5 Children begin to understand how people and things change over time.	Explores change related to familiar people or places
SS.6.6 Children begin to demonstrate an understanding of basic geographic concepts.	Demonstrates simple geographic knowledge
SS.6.7 Children begin to learn the basic civic and democratic principles.	Participates cooperatively and constructively in group situations Balances needs and rights of self and others Initiates the sharing of materials in the classroom and outdoors Shows basic understanding of people and how they live
Domain 7: Creative Arts (CA)	
Standard 7.0: Children demonstrate imagination, creativity and invention through the study of the arts in ways that reflect their unique learning styles and views of the world.	
MOVEMENT	
CA.7.1 Children move their bodies with increasing skill to express emotions and rhythms.	Explores dance and movement concepts

DRAMATIC PLAY	
CA.7.2 Children use imaginative play as a vehicle to express life experiences and familiar stories.	Explores drama through actions and language
ART	
CA.7.3 Children explore and gain increasing control over a variety of art media, using them to express their ideas.	<p>Explores the visual arts</p> <p>Uses symbols and images to represent something not present</p> <p>Thinks symbolically</p> <p>Plans and then uses drawings, constructions, movements, and dramatizations to represent ideas</p>
MUSIC	
CA.7.4 Children express themselves through music and develop an appreciation for different forms of music.	Explores musical concepts and expression
Domain 8: Physical Development, Health, and Safety (PHS)	
Standard 8.0: Children develop gross motor coordination, fine motor control and master increasingly sophisticated tasks and gain personal responsibility for their own physical needs.	
GROSS MOTOR	
PHS.8.1 Children move their bodies in ways that demonstrate increasing stamina, endurance, control, balance, and coordination.	<p>Demonstrates traveling skills</p> <p>Contributes complex movements in play and games</p> <p>Demonstrates balancing skills</p> <p>Sustains balance during complex movement experiences</p> <p>Demonstrates gross-motor manipulative skills</p> <p>Manipulates balls or similar objects with a full range of motion</p>

FINE MOTOR	
PHS.8.2 Children apply hand, finger, and wrist movements in ways that demonstrate increasing eye-hand coordination, strength, and control.	<p>Demonstrates fine-motor strength and coordination</p> <p>Uses fingers and hands</p> <p>Uses small, precise finger and hand movements</p> <p>Demonstrates fine-motor strength and coordination</p> <p>Uses writing and drawing tools</p> <p>Holds drawing and writing tools by using a three-point finger grip but may hold the instrument too close to one end</p>
SENSORIMOTOR	
PHS.8.3 Children use sensory information to guide motion.	<p>Demonstrates fine-motor strength and coordination</p> <p>Uses fingers and hands</p> <p>Uses small, precise finger and hand movements</p>
HEALTH AND SAFETY	
PHS.8.4 Children practice behaviors that promote their health and safety.	<p>Regulates own emotions and behaviors</p> <p>Takes care of own needs appropriately</p> <p>Takes responsibility for own well-being</p>

Alignment of



The Creative Curriculum® *for* Preschool



WITH

District of Columbia Common Core Early
Learning Standards

Alignment of *The Creative Curriculum® for Preschool*
With
District of Columbia Common Core Early Learning Standards

This document aligns the content in the *District of Columbia Common Core Early Learning Standards* with the goals and ideals of *The Creative Curriculum® for Preschool*. *The Creative Curriculum® for Preschool* is a comprehensive, research-based curriculum designed to help educators at all levels of experience plan and implement a developmentally appropriate, content-rich program for children with diverse backgrounds and skill levels.

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<i>District of Columbia Common Core Early Learning Standards</i>	<i>How The Creative Curriculum® for Preschool meets District of Columbia Common Core Early Learning Standards</i>
Approaches to Learning/Logic and Reasoning	
Preschool	
1. Attends and engages with curiosity	
1a. Chooses tasks of interest; responds to adult encouragement	Demonstrates positive approaches to learning Attends and engages Sustains work on age-appropriate, interesting tasks; can ignore most distractions and interruptions
2. Shows persistence	
2a. Continues an activity even when there are challenges; may stop and later return to a self-selected activity	Demonstrates positive approaches to learning Persists Plans and pursues a variety of appropriately challenging tasks
3. Approaches tasks flexibly	
3a. Finds solutions without having to try every possibility; may change approach	Demonstrates positive approaches to learning Solves problems Solves problems without having to try every possibility
4. Uses symbols and takes on pretend roles	
4a. Uses props in pretend play with one or more children; substitutes one object for another; activity is often theme-based	Uses symbols and images to represent something not present Engages in sociodramatic play Interacts with two or more children during pretend play, assigning and/or assuming roles and discussing actions; sustains play scenario for up to 10 minutes

Pre-K Exit Expectations	
1. Attends and engages with curiosity	
Approaches to Learning	
1a. Demonstrates curiosity and eagerness to learn by showing interest in a growing range of topics, ideas, and tasks	Demonstrates positive approaches to learning Shows curiosity and motivation Shows eagerness to learn about a variety of topics and ideas
2. Shows persistence	
Approaches to Learning	
2a. Preserves to understand and accomplish a challenging, self-selected activity despite interruptions and distractions	Demonstrates positive approaches to learning Attends and engages Sustains work on age-appropriate, interesting tasks; can ignore most distractions and interruptions Demonstrates positive approaches to learning Persists Practices an activity many times until successful
3. Approaches tasks flexibly	
Approaches to Learning	
3a. Uses multiple strategies to solve problems and complete tasks	Demonstrates positive approaches to learning Shows flexibility and inventiveness in thinking Changes plans if a better idea is thought of or proposed
3b. Initiates cooperative activities with peers	Establishes and sustains positive relationships Interacts with peers Interacts cooperatively in groups of four or five children

4. Uses symbols and takes on pretend roles	
Symbolic Thinking	
4a. Uses objects, materials, actions, and images to represent other objects	Uses symbols and images to represent something not present Thinks symbolically Represents objects, places, and ideas with increasingly abstract symbols
4b. Plays with a few other children for periods of as long as 10 minutes agreeing on scenarios and roles	Uses symbols and images to represent something not present Engages in sociodramatic play Interacts with two or more children during pretend play, assigning and/or assuming roles and discussing actions; sustains play scenario for up to 10 minutes
Literacy	
Preschool	
9. Demonstrates understanding of print concepts	
9a. Understands that print has meaning and corresponds with spoken language; orients book correctly and turns pages	Demonstrates knowledge of print and its uses Uses and appreciates books Orients book correctly; turns pages from the front of the book to the back; recognizes familiar books by their covers
10. Demonstrates comprehension of printed materials read aloud	
10a. Uses some words and/ or concepts from the text to talk about a story, poem, or informational text read aloud.	Comprehends and responds to books and other texts Interacts during read-alouds and book conversations Asks and answers questions about the text; refers to pictures
11. Hears and discriminates the sounds of language	
11a. Plays with language experimenting with beginning and ending sounds	Demonstrates phonological awareness Notices and discriminates alliteration Shows awareness that some words begin the same way
12. Writes letters and words	
12a. Uses letter-like forms, letter strings, some letter combinations that are words	Demonstrates emergent writing skills Writes to convey meaning Letter strings

13. Understands the purpose of writing and drawing	
13a. Dictates and draws to share or record information and tell stories	<p>Uses language to express thoughts and needs Tells about another time or place Tells simple stories about objects, events, and people not present; lacks many details and a conventional beginning, middle, and end</p>
Pre-K Exit Expectations	
9. Demonstrates understanding of print concepts	
Print Concepts	
9a. With guidance and support, demonstrates a basic understanding of the organization and features of print	<p>Demonstrates knowledge of the alphabet Uses letter-sound knowledge Shows understanding that a sequence of letters represents a sequence of spoken sounds</p> <p>Demonstrates knowledge of print and its uses Uses print concepts Shows awareness of various features of print: letters, words, spaces, upper- and lowercase letters, some punctuation</p>
9b. Recognizes that spoken language can be written and read, and that written language can be read and spoken	<p>Demonstrates knowledge of the alphabet Uses letter-sound knowledge Shows understanding that a sequence of letters represents a sequence of spoken sounds</p>
9c. Recognizes and names 10 or more letters of the alphabet	<p>Demonstrates knowledge of the alphabet Identifies and names letters Recognizes as many as 10 letters, especially those in own name</p>
10. Demonstrates comprehension of printed materials read aloud	
Literature and Informational Texts Key Ideas and Details	
10a. With prompting and support, asks and answers questions about key details of a story, poem, or informational text read aloud	<p>Comprehends and responds to books and other texts Interacts during read-alouds and book conversations Asks and answers questions about the text; refers to pictures</p>
10b. With prompting and support, retells a sequence of events from a familiar story read aloud or important facts from an informational text read aloud	<p>Comprehends and responds to books and other texts Retells stories Retells a familiar story in proper sequence, including major events and characters</p>

10c. With prompting and support, identifies the characters and settings of a story read aloud	Comprehends and responds to books and other texts Interacts during read-alouds and book conversations Identifies story-related problems, events, and resolutions during conversations with an adult
Craft and Structure	
10d. With prompting and support, asks and answers questions about unfamiliar words in a story, poem, or informational text read aloud	Comprehends and responds to books and other texts Interacts during read-alouds and book conversations Asks and answers questions about the text; refers to pictures
10e. With prompting and support, names the author and illustrator of a familiar book and defines the role of each in telling the story	Demonstrates knowledge of print and its uses Uses and appreciates books Knows some features of a book (title, author, illustrator); connects specific books to authors
10f. Recognizes familiar books by their covers	Demonstrates knowledge of print and its uses Uses and appreciates books Orients book correctly; turns pages from the front of the book to the back; recognizes familiar books by their covers
Integration of Knowledge and Ideas	
10g. After hearing a story read aloud, looks at the illustrations and, with prompting and support, explains the part of the story that each illustration depicts	Comprehends and responds to books and other texts Retells stories Retells familiar stories using pictures or props as prompts
10h. After hearing an informational text read aloud, looks at illustrations and explains important ideas in the picture	Comprehends and responds to books and other texts Retells stories Retells familiar stories using pictures or props as prompts
11. Hears and discriminates the sounds of language	
Phonological Awareness/Phonics and Word Recognition	
11a. Shows awareness of separate words in a sentence	Demonstrates knowledge of print and its uses Uses print concepts Shows awareness of various features of print: letters, words, spaces, upper- and lowercase letters, some punctuation
11b. Decides whether two words rhyme	Demonstrates phonological awareness Notifies and discriminates rhyme Decides whether two words rhyme

11c. Identifies the initial sound of a spoken word and, with guidance and support, thinks of several other words that have the same initial sound	Demonstrates phonological awareness Notifies and discriminates alliteration Matches beginning sounds of some words
11d. Shows awareness of separate syllables in a word	Demonstrates phonological awareness Notifies and discriminates smaller and smaller units of sound Hears and shows awareness of separate syllables in words
12. Writes letters and words	
Production and Distribution of Writing	
12a. With prompting and support, begins to invent spelling while writing to convey a message	Demonstrates emergent writing skills Writes to convey meaning Early invented spelling
13. Understands the purpose of writing and drawing	
Text Types and Purposes	
13a. Dictates words or draws to express a preference or opinion about a topic	Uses symbols and images to represent something not present Thinks symbolically Plans and then uses drawings, constructions, movements, and dramatizations to represent ideas Demonstrates emergent writing skills Writes to convey meaning Early invented spelling
13b. Uses a combination of dictating and drawing to tell some information about a topic	Uses symbols and images to represent something not present Thinks symbolically Plans and then uses drawings, constructions, movements, and dramatizations to represent ideas Demonstrates emergent writing skills Writes to convey meaning Early invented spelling

13c. Uses a combination of dictation and drawing to tell a real or imagined story	<p>Uses language to express thoughts and needs Tells about another time or place Tells stories about other times and places that have a logical order and that include major details</p> <p>Uses symbols and images to represent something not present Thinks symbolically Plans and then uses drawings, constructions, movements, and dramatizations to represent ideas</p> <p>Demonstrates emergent writing skills Writes to convey meaning Early invented spelling</p>
Communication and Language	
Preschool	
5. Demonstrates understanding of spoken language	
5a. Responds to more complex questions, statements, and texts read aloud that present new vocabulary and ideas	<p>Listens to and understands increasingly complex language Comprehends language Responds appropriately to specific vocabulary and simple statements, questions, and stories</p>
6. Uses language to express self	
6a. Uses new vocabulary in everyday speech to meet own needs and to explain, describe, and manage social relationships	<p>Uses language to express thoughts and needs Uses an expanding expressive vocabulary Describes and tells the use of many familiar items</p>
7. Uses conventional grammar and syntax	
7a. Uses longer sentences with plurals, adjectives, adverbs, and negatives, but not always with correct grammar	<p>Uses language to express thoughts and needs Uses conventional grammar Uses complete, four- to six-word sentences</p> <p>Uses language to express thoughts and needs Uses conventional grammar Uses long, complex sentences and follows most grammatical rules</p>

8. Uses conventional conversational and other social communication skills	
8a. Initiates and engages in conversations of as many as three exchanges Example: Extends	Uses appropriate conversational and other communication skills Engages in conversations Engages in conversations of at least three exchanges
Pre-K Exit Expectations	
5. Demonstrates understanding of spoken language	
Comprehension and Collaboration	
5a. Asks and answers questions in order to seek and offer help, get and offer information, or clarify something that is not understood	Demonstrates positive approaches to learning Shows curiosity and motivation Uses a variety of resources to find answers to questions
5b. Demonstrates understanding of spoken language by responding appropriately.	Listens to and understands increasingly complex language Comprehends language Responds appropriately to specific vocabulary and simple statements, questions, and stories
6. Uses language to express self	
Presentation of Knowledge and Ideas	
6a. Describes familiar people, places, things, and events and, with prompting and support, provides additional detail	Uses language to express thoughts and needs Uses an expanding expressive vocabulary Describes and tells the use of many familiar items Remembers and connects experiences Recognizes and recalls Tells about experiences in order, provides details, and evaluates the experience; recalls 3 or 4 items removed from view
6b. Expresses thoughts, feelings, and ideas verbally, enunciating clearly enough to be understood	Uses language to express thoughts and needs Uses an expanding expressive vocabulary Describes and tells the use of many familiar items Uses language to express thoughts and needs Speaks clearly Is understood by most people; may mispronounce new, long, or unusual words

Vocabulary Acquisition and Use	
6c. With guidance and support, generates words that are similar in meaning (e.g., happy/glad, angry/mad)	Uses language to express thoughts and needs Uses conventional grammar Uses complete, four- to six-word sentences
6d. Applies words learned in classroom activities to real-life situations	Uses language to express thoughts and needs Uses an expanding expressive vocabulary Incorporates new, less familiar or technical words in everyday conversations
6e. Uses words and phrases acquired during conversations, by listening to stories and informational texts read aloud, playing with other children, and other activities	Uses language to express thoughts and needs Uses an expanding expressive vocabulary Incorporates new, less familiar or technical words in everyday conversations
7. Uses conventional grammar and syntax	
Conventions of Standard English	
7a. Speaks in complete sentences of 4–6 words, using past, present, and future tenses appropriately for frequently occurring verbs	Uses language to express thoughts and needs Uses conventional grammar Uses complete, four- to six-word sentences
8. Uses conventional conversational and other social communication skills	
Comprehension and Collaboration	
8a. Initiates and engages in conversations of at least three exchanges	Uses appropriate conversational and other communication skills Engages in conversations Engages in conversations of at least three exchanges
Mathematics	
Preschool	
14. Matches, groups, and classifies objects	
14a. Groups objects on the basis of a single characteristic, e.g. color, size, or shape	Compares and measures Compares and orders a small set of objects as appropriate according to size, length, weight, area, or volume ; knows usual sequence of basic daily events and a few ordinal numbers

14b. Copies simple patterns	Demonstrates knowledge of patterns Copies simple repeating patterns
15. Demonstrates knowledge of number and counting	
15a. Counts to 10 by rote; accurately assigns number names to quantities up to 5 (one-to-one correspondence); recognizes a few numerals and connects each to a quantity	Uses number concepts and operations Counts Verbally counts to 10; counts up to five objects accurately, using one number name for each object Uses number concepts and operations Connects numerals with their quantities Identifies numerals to 5 by name and connects each to counted objects
16. Demonstrates knowledge of volume, height, weight, and length	
16a. Understands reasons for measuring and the purpose of measuring tools; uses standard and nonstandard tools and some measurement words; begins to order a few objects according to height and length	Compares and measures Uses multiples of the same unit to measure; uses numbers to compare; knows the purpose of standard measuring tools
17. Identifies and labels shapes	
17a. Names a few basic two-dimensional shapes	Explores and describes spatial relationships and shapes Understands shapes Identifies a few basic shapes (circle, square, triangle)
18. Demonstrates understanding of positional words	
18a. Follows directions to place objects or body beside, between, or next to	Explores and describes spatial relationships and shapes Understands spatial relationships Follows simple directions related to proximity (beside, between, next to)

Pre-K Exit Expectations	
14. Matches, groups, and classifies objects	
Classification	
14a. Groups objects too a common characteristic regroupes them according to a different characteristic, and explains the grouping rules	Uses classification skills Groups objects by one characteristic; then regroupes them using a different characteristic and indicates the reason
Patterns	
14b. Creates and extends simple repeating patterns	Demonstrates knowledge of patterns Extends and creates simple repeating patterns
15. Demonstrates knowledge of number and counting	
Knows number names and the count sequence	
15a. Counts to 20 by ones	Uses number concepts and operations Counts Verbally counts to 20; counts 10–20 objects accurately; knows the last number states how many in all; tells what number (1–10) comes next in order by counting
15b. Tells what number comes next in the counting sequence when given a number between 1 and 9	Uses number concepts and operations Counts Uses number names while counting to 100; counts 30 objects accurately; tells what number comes before and after a specified number up to 20
15c. Recognizes and names the written numerals 1–10	Uses number concepts and operations Connects numerals with their quantities Identifies numerals to 10 by name and connects each to counted objects
Counts to tell the number of objects	
15d. Counts 10–20 objects accurately, using one number name for each object	Uses number concepts and operations Connects numerals with their quantities Identifies numerals to 20 by name and connects each to counted objects
15e. Understands that the last number named tells the number of objects counted and that the number of objects is the same regardless of their arrangement or the order in which they were counted	Uses number concepts and operations Counts Verbally counts to 20; counts 10–20 objects accurately; knows the last number states how many in all; tells what number (1–10) comes next in order by counting

15f. Counts to answer “How many?” questions about 10–20 objects	<p>Uses number concepts and operations</p> <p>Quantifies</p> <p>Makes sets of 6–10 objects and then describes the parts; identifies which part has more, less, or the same (equal); counts all or counts on to find out how many</p>
15g. Correctly associates a numeral with a group of as many as 10 counted objects	<p>Uses number concepts and operations</p> <p>Connects numerals with their quantities</p> <p>Identifies numerals to 10 by name and connects each to counted objects</p>
Compares numbers	
15h. Uses matching and counting strategies and comparative language to identify whether the number of objects in one group (as many as 10 objects) is greater than, less than, or equal to the number of objects in another group (as many as 10 objects)	<p>Uses number concepts and operations</p> <p>Quantifies</p> <p>Makes sets of 6–10 objects and then describes the parts; identifies which part has more, less, or the same (equal); counts all or counts on to find out how many</p> <p>Compares and measures</p> <p>Uses multiples of the same unit to measure; uses numbers to compare; knows the purpose of standard measuring tools</p>
Understands addition as putting together and adding to, and understands subtraction as taking apart and taking from	
15i. Uses concrete objects to solve real-world addition (putting together) and subtraction (taking away) problems with 6–10 objects	<p>Uses number concepts and operations</p> <p>Quantifies</p> <p>Uses a variety of strategies (counting objects or fingers, counting on, or counting back) to solve problems with more than 10 objects</p>

16. Demonstrates knowledge of volume, height, weight, and length	
Describes and compares measurable attributes	
16a. Describes everyday objects in terms of measurable attributes, such as length, height, weight, or volume (capacity), using appropriate basic vocabulary (e.g., short, long, tall, heavy, light, big, small, wide, narrow)	<p>Uses language to express thoughts and needs Uses an expanding expressive vocabulary Describes and tells the use of many familiar items</p> <p>Explores and describes spatial relationships and shapes Understands shapes Describes basic two- and three-dimensional shapes by using own words; recognizes basic shapes when they are presented in a new orientation</p>
16b. Knows and correctly uses a few ordinal numbers	<p>Compares and measures Compares and orders a small set of objects as appropriate according to size, length, weight, area, or volume; knows usual sequence of basic daily events and a few ordinal numbers</p>
16c. Knows the usual sequence of basic daily events	<p>Remembers and connects experiences Makes connections Remembers the sequence of personal routines and experiences with teacher support</p>
17. Identifies and labels shapes	
Identifies and describes shapes and the relative positions of objects	
17a. Correctly names basic two-dimensional shapes (squares, circles, triangles, rectangles), regardless of their orientations or size	<p>Explores and describes spatial relationships and shapes Understands shapes Describes basic two- and three-dimensional shapes by using own words; recognizes basic shapes when they are presented in a new orientation</p>
17b. Describes basic two- and three-dimensional shapes	<p>Explores and describes spatial relationships and shapes Understands shapes Describes basic two- and three-dimensional shapes by using own words; recognizes basic shapes when they are presented in a new orientation</p>

17c. Builds objects of basic shapes (ball/sphere, square box/cube, tube/cylinder) by using various materials such as craft sticks, blocks, pipe cleaners, clay, and so on	<p>Explores and describes spatial relationships and shapes</p> <p>Understands spatial relationships</p> <p>Uses and makes simple sketches, models, or pictorial maps to locate objects</p> <p>Explores and describes spatial relationships and shapes</p> <p>Understands shapes</p> <p>Shows that shapes remain the same when they are turned, flipped, or slid; breaks apart or combines shapes to create different shapes and sizes</p>
18. Demonstrates understanding of positional words	
Identifies and describes shapes and the relative positions of objects	
18a. Identifies the relative position of objects, using appropriate terms such as above, below, in front of, behind, over, under	<p>Explores and describes spatial relationships and shapes</p> <p>Understands spatial relationships</p> <p>Uses and responds appropriately to positional words indicating location, direction, and distance</p>
Scientific Inquiry	
Preschool	
19. Observes and describes the characteristics of living things	Demonstrates knowledge of the characteristics of living things
20. Observes and describes the properties of physical objects	Demonstrates knowledge of the physical properties of objects and materials
21. Observes and describes characteristics of Earth and space	Demonstrates knowledge of Earth's environment
22. Demonstrates scientific thinking	Uses scientific inquiry skills

Pre-K Exit Expectations	
19. Observes and describes the characteristics of living things	
Life Science	
19a. Demonstrates knowledge of the characteristics of living things	Demonstrates knowledge of the characteristics of living things
19b. Demonstrates understanding that living things change	Demonstrates knowledge of the characteristics of living things
20. Observes and describes the properties of physical objects	
Physical Science	
20a. Identifies the physical properties of objects	Demonstrates knowledge of the physical properties of objects and materials
20b. Explores motion	Demonstrates knowledge of the physical properties of objects and materials
20c. Explores physical change of materials	Demonstrates knowledge of the physical properties of objects and materials
21. Observes and describes characteristics of Earth and space	
Earth Science	
21a. Identifies and describes basic landforms	Demonstrates knowledge of Earth's environment Demonstrates simple geographic knowledge
21b. Describes basic weather phenomena	Demonstrates knowledge of Earth's environment
21c. Identifies the sun, moon, and stars	Demonstrates knowledge of Earth's environment
21d. Distinguishes various types of surface materials (soil, sand, and rocks)	Demonstrates knowledge of Earth's environment
21e. Explores the relationships between people and their environments	Demonstrates knowledge of Earth's environment
22. Demonstrates scientific thinking	
Inquiry and Design Practices	
22a. Observes, explores, and manipulates materials and objects	Uses scientific inquiry skills
22b. Makes predictions and tests ideas	Uses scientific inquiry skills
22c. Communicates with others about discoveries	Uses scientific inquiry skills

22d. Represents scientific thinking and knowledge by drawing, dramatizing, and making models	Uses symbols and images to represent something not present Thinks symbolically Represents objects, places, and ideas with increasingly abstract symbols Uses scientific inquiry skills
Social Studies	
Preschool	
23. Demonstrates understanding of people and how they live	Shows basic understanding of people and how they live
Pre-K Exit Expectations	
23. Demonstrates understanding of people and how they live	
Knowledge of Human Characteristics	
23a. Demonstrates understanding that he or she is part of a family	Demonstrates knowledge about self
23b. Identifies some similarities and differences in physical and personal characteristics	Shows basic understanding of people and how they live
Knowledge of Life in a Community	
23c. Demonstrates understanding that people have different kinds of jobs	Shows basic understanding of people and how they live
23d. Identifies various means of transportation	Shows basic understanding of people and how they live
23e. Participates in the creation of classroom community	Participates cooperatively and constructively in group situations Balances needs and rights of self and others Initiates the sharing of materials in the classroom and outdoors
Change Related to Familiar People and Places	
23f. Demonstrates understanding that people and places change over time	Explores change related to familiar people or places
23g. Use words to describe time	Explores change related to familiar people or places
23h. Describes the basic features and relative locations of familiar places in the community	Demonstrates simple geographic knowledge

The Arts	
Preschool	
24. Engages in music, movement, and drama activities	Explores musical concepts and expression Explores dance and movement concepts Explores drama through actions and language
25. Explores the visual arts	Explores the visual arts
Pre-K Exit Expectations	
24. Engages in music, movement, and drama activities	
Music, Movement, and Drama Concepts and Expression	
24a. Participates in music, movement, and drama activities, responding to different forms of music, movement, and imaginary characters and scenarios	Explores musical concepts and expression Explores dance and movement concepts Explores drama through actions and language
24b. Uses instruments and voice to accompany or create music and drama	Explores musical concepts and expression
24c. Expresses ideas, feelings, and experiences through music, movement, and drama	Explores musical concepts and expression Explores drama through actions and language
25. Explores the visual arts	
Concepts and Expression in the Visual Arts	
25a. Participates in art activities, responding to different visual art forms	Explores the visual arts
25b. Uses a variety of materials to create products	Explores the visual arts
25c. Expresses experiences, ideas, and feelings through visual arts	Explores the visual arts

Social-Emotional Development	
Preschool	
26. Expresses a variety of feelings and learns to manage them	
26a. Uses strategies learned from adults to manage feelings; begins to label feelings	Uses language to express thoughts and needs Uses an expanding expressive vocabulary Describes and tells the use of many familiar items
27. Recognizes the feelings and rights of others, and responds appropriately	
27a. Responds positively to others' demonstration of feelings	Establishes and sustains positive relationships Responds to emotional cues Demonstrates concern about the feelings of others
28. Manages own behavior	
28a. Follows classroom rules and routines (including new ones) with occasional reminders	Regulates own emotions and behaviors Follows limits and expectations Manages classroom rules, routines, and transitions with occasional reminders
29. Develops positive relationships with adults	
29a. Engages with trusted adults for information and socializing; manages separations	Establishes and sustains positive relationships Forms relationships with adults Manages separations without distress and engages with trusted adults
30. Engages and plays with peers	
30a. Uses successful strategies to initiate or join an activity with several children	Establishes and sustains positive relationships Interacts with peers Uses successful strategies for entering groups

31. Resolves conflicts with others	
31a. Asks adults for help and sometimes suggests ways to solve social problems	Participates cooperatively and constructively in group situations Solves social problems Seeks adult help to resolve social problems
Pre-K Exit Expectations	
26. Expresses a variety of feelings and learns to manage them	
Emotions and Behaviors	
26a. Uses socially acceptable ways of expressing thoughts and emotions	Regulates own emotions and behaviors Manages feelings Is able to look at a situation differently or delay gratification
26b. Demonstrates confidence in meeting own needs	Regulates own emotions and behaviors Takes care of own needs appropriately Demonstrates confidence in meeting own needs
27. Recognizes the feelings and rights of others, and responds appropriately	
Emotions and Behaviors	
27a. Recognizes and labels the basic feelings of others	Establishes and sustains positive relationships Responds to emotional cues Identifies basic emotional reactions of others and their causes accurately
28. Manages own behavior	
Emotions and Behaviors	
28a. Follows limits and expectations	Regulates own emotions and behaviors Follows limits and expectations Manages classroom rules, routines, and transitions with occasional reminders

29. Develops positive relationships with adults	
Positive Relationships	
29a. Engages in positive interactions with adults to share ideas and plan activities	Establishes and sustains positive relationships Forms relationships with adults Engages with trusted adults as resources and to share mutual interests
30. Engages and plays with peers	
Positive Relationships	
30a. Sustains play with a few other children	Establishes and sustains positive relationships Interacts with peers Initiates, joins in, and sustains positive interactions with a small group of two to three children
31. Resolves conflicts with others	
Positive Relationships	
31a. Suggests ways to resolve social conflicts	Participates cooperatively and constructively in group situations Solves social problems Suggests solutions to social problems
Physical Development/Health and Safety	
Preschool	
32. Demonstrates strength and coordination of large muscles	
32a. Engages in complex large- muscle activities that involve flexibility, control, and a full range of motion.	Demonstrates gross-motor manipulative skills Manipulates balls or similar objects with flexible body movements
33. Demonstrates strength and coordination of small muscles	
33a. Uses finger and hand movements to work with small objects and accomplish tasks	Demonstrates fine-motor strength and coordination Uses fingers and hands Uses refined wrist and finger movements

34. Demonstrates behaviors that promote health and safety	
34a. Follows familiar health and safety rules with occasional reminders	<p>Regulates own emotions and behaviors Follows limits and expectations Manages classroom rules, routines, and transitions with occasional reminders</p> <p>Regulates own emotions and behaviors Takes care of own needs appropriately Demonstrates confidence in meeting own needs</p>
34b. Performs basic self-help tasks with assistance	<p>Regulates own emotions and behaviors Takes care of own needs appropriately Demonstrates confidence in meeting own needs</p>
34c. Emerging	
Pre-K Exit Expectations	
32. Demonstrates strength and coordination of large muscles	
Large-Muscle Strength and Coordination	
32a. Demonstrates locomotor skills by running smoothly	<p>Demonstrates traveling skills Moves purposefully from place to place with control</p>
32b. Demonstrates balancing skills by hopping and jumping in place	<p>Demonstrates balancing skills Sustains balance during simple movement experiences</p>
32c. Demonstrates ball-handling skills, using a full range of motion	<p>Demonstrates gross-motor manipulative skills Manipulates balls or similar objects with flexible body movements</p>
33. Demonstrates strength and coordination of small muscles	
Small-Muscle Strength and Coordination	
33a. Uses precise hand, finger, and wrist movements to grasp, release, and manipulate small objects	<p>Demonstrates fine-motor strength and coordination Uses fingers and hands Uses refined wrist and finger movements</p>
33b. Uses writing and drawing tools to perform particular tasks	<p>Uses tools and other technology to perform tasks</p>

34. Demonstrates behaviors that promote health and safety	
Health and Safety	
34a. Describes basic health and safety rules and follows them	Regulates own emotions and behaviors Follows limits and expectations Manages classroom rules, routines, and transitions with occasional reminders Regulates own emotions and behaviors Takes care of own needs appropriately Demonstrates confidence in meeting own needs
34b. Performs self-help tasks with minimal assistance	Regulates own emotions and behaviors Takes care of own needs appropriately Demonstrates confidence in meeting own needs
34c. Begins to understand that foods have different nutritional values	Regulates own emotions and behaviors Takes care of own needs appropriately Takes responsibility for own well-being