

**Washington Yu Ying Public Charter School
Charter Amendment**

Submitted to the PCSB on October 19, 2012

**“Yu Ying at District of Columbia International School “
Joint Middle/High Program**

*When planning for a year, plant corn. When planning for a decade, plant trees. When planning for a lifetime,
train and educate people. – Chinese Proverb*

Amendment Information Sheet

Application to Amend a Public Charter School in the District of Columbia

1. Request for Approval: This application is a request for approval to amend the charter of ___ Washington Yu Ying ___ Public Charter School as provided in the District of Columbia School Reform Act of 1995.

2. Applicant Information:

Name of Public Charter School ___ Washington Yu Ying Public Charter School ___

Address ___ 220 Taylor Street NE , Washington DC, 20017

Contact Person ___ Mary Shaffner ___

Daytime Telephone ___ 202.635.1950 ___ FAX ___ 202.635.1960 ___

Email Address (if available) ___ mary@washingtoneying.org ___

Name of Person Authorized to Negotiate ___ Mary Shaffner ___

Authorized Signature _____ Date _____

3. Purpose of Amendment (Check One):

Enrollment of students in additional grades

Contract with management company

Curriculum change

Other (Explain) _____

If proposing to add grades, do you wish to retain the existing school site?

Yes No

If no, describe plans:

Does the amendment request include a request for increased enrollment? (Note: A request to increase enrollment is not available for curriculum amendments.)

Yes No

At capacity, how many campuses will be in operation?

4. Projected Age Range and Number of Students Expected to Enroll:

a. Current Enrollment From age/grade ___ PreK/4 ___ to age/grade ___ 5th grade ___ Number of students ___ 439 ___

b. At Full Capacity From age/grade ___ PreK/3 ___ to age/grade ___ 12th grade ___ Number of students ___ 850 ___

5. Proposed DCI Budget Total including all Member Schools in year 1: ___ \$2.75m ___

Maximum Enrollment Table

Washington Yu Ying Public Charter School Enrollment

Yu Ying Students attending DCI shown in **BOLD**

Grade	2013-14	2014-15 YY@DCI Opens	2015-16 YY@DCI at Walter Reed Opens	2016-17	2018-9	At Capacity in 2024
PreK 3		60	60	60	60	60
PreK 4	76	76	76	76	76	76
K	76	76	76	76	76	76
1	114	76	76	76	76	76
2	70	114	76	76	76	76
3	64	70	114	76	76	76
4	52	64	70	114	76	76
5	35	52	64	70	114	76
6	30	35	60	64	70	70
7		30	40	60	70	70
8			40	40	60	70
9				40	40	70
10					40	70
11						70
12						70
Total	517	653	752	828	910	1082
Campuses	1	2	2	2	2	2

If applicable, indicate campus locations, grades served, and when operations begin at each:

Location	Grades Served	School Year
Yu Ying 220 Taylor Street NE	PreK – 7 th	Until 2015
Yu Ying Elementary 220 Taylor Street NE	PreK – 5 th	2015 and later
Yu Ying at DCI Delano Hall, Walter Reed	6 th – 12 th	2015 and later

Executive Summary

Mission

Inspiring and preparing young people to create a better world by challenging them to reach their full potential in a nurturing Chinese/English educational environment.

Washington Yu Ying PCS (YY) is a successful charter school currently chartered to provide a Chinese language immersion education through the International Baccalaureate (IB) framework to students from Pre-K to Grade 8. As an oversubscribed school, YY provides an excellent basis for students becoming biliterate and bilingual in two of the world's most important languages. However, the academic leadership understands that much language fluency can be lost if level-appropriate engagement in language and inquiry-based instruction is not maintained throughout secondary education.

Yu Ying's situation is not unique. A total of four immersion charter schools that utilize inquiry-based education in Washington, DC: Latin American Montessori Bilingual (LAMB), Elsie Whitlow Stokes Community Freedom (EWS), Mundo Verde (MV) and Washington Yu Ying (YY); have identified similar issues. No public or public charter school provides level-appropriate language education in the three languages of these four schools (Chinese, French, Spanish). As a result, these four schools have pursued a cooperative middle/high school known as District of Columbia International School (DCI) at Walter Reed. Yu Ying students at DCI, like students from all of the "Member Schools", will have the opportunity to study advanced Chinese (or French or Spanish), another language and follow the inquiry-based International Baccalaureate curriculum through the globally recognized IB Diploma program. With proficiency in one or more languages and an IB Diploma, these DC public school children will graduate positioned for success in postsecondary education, their careers, and as contributors to their communities here in the District of Columbia and throughout the world.

Philosophy

Globalization fundamentally impacts how we should prepare our children to succeed in the world. There is an urgent need for students to understand the world beyond any national border. Foreign language fluency is key to achieving global citizenship, to understanding and to participating authentically in the world. Foreign language acquisition allows for communication, cultural and global competence in areas such as social justice, peaceful interactions, economic security and environmental sustainability.

As secondary school is the critical time for preparing adolescents to become the citizens, workers, and leaders of tomorrow, it must emphasize self-determination, a sense of responsibility to community and planet, and a commitment to life-long learning. Preparing for global competence and citizenship, students must engage in transdisciplinary thinking and interact meaningfully with all aspects of community through speakers, consciousness-raising, seminars, and creative instruction, exchange programs, service learning, and exposure to languages and cultures.

Approach

The Member Schools share key similarities: all offer language immersion in important world languages (Chinese, Spanish and French) and implement inquiry-based curriculum emphasizing internationalism, sustainability and social justice. All Member Schools are high-performing charters with a history of successful fiscal and educational practices who have adopted the world renowned International Baccalaureate Middle Years and Diploma Programmes as the curriculum framework for secondary education. And, each Member School has the support of its parent community to extend their program through a cooperative venture.

As such, these four schools are ideally suited to form a cooperative middle/high school to allow their students to continue their journeys to biliteracy and bilingualism in a rich, inquiry-based secondary school environment.

In forming the cooperative, Member Schools have incorporated, and are the sole members of, District of Columbia International School, a DC nonprofit corporation with members. As members of the DCI corporate entity, Member Schools will have the right to appoint members of the DCI board of trustees, have input in the selection of the DCI's initial executive leadership, and will retain veto rights over certain specified corporate actions, thus ensuring that the initial governing body and administration of DCI share the values and commitment to the missions of the Member Schools. DCI will in turn enter into a management agreement with each of the Member Schools, pursuant to which it is granted broad authority to operate the middle-high school programs of each Member School, in accordance with their respective charters, missions, and all applicable law. In such manner, the middle-high schools programs of each of the Member Schools can be operated together under the authority of a single board of trustees and administration, while remaining accountable to the individual boards of trustees of the Member Schools.

Students will experience DCI as a single school, comprised of students associated (and officially enrolled) in each of the Member Schools, and including foreign language programs tailored to the needs of students continuing from each Member School as well as the needs of students beginning a new language in middle school or high school. As such, students educated at DCI will benefit from the rigorous, inquiry-based, transdisciplinary international education that is the hallmark of the IB Middle Years and Diploma Programmes while being offered advanced language education in English, French, Chinese and Spanish.

The Member Schools share a commitment to their students and their communities through innovative practices encouraged and facilitated by the Public Charter School Board. DCI equips students across Washington, DC, with tools such as language, international perspective and global understanding that will equip them to make the world a better place as citizens, workers and leaders of an increasingly complex tomorrow.

Table of Contents

Amendment Information Sheet	2
Executive Summary	4
A. Educational Plan	Tab A
1. Mission and Purpose	7
2. Charter School Curriculum	15
3. Student Performance	30
4. Support for Learning	35
B. Business Plan	Tab B
1. Planning and Establishment	49
2. Governance and Management	51
3. Finance	54
4. Facilities	55
5. Recruiting and Marketing	56
C. Plan of Operation	Tab C
1. Student Policies and Procedures	58
2. Human Resource Information	59
3. Arrangement for Meeting District and Federal Requirements	61
4. Implementation of the Charter Amendment for DCI	65
D. Public Charter School Accountability Plan	Tab D
E. Certifications / NA	
F. Budget	Tab F
G. Demographic Analysis	Tab G
Appendix 1 ACTFL Standards and Descriptions	Tab 1
Appendix 2 Projected Enrollment by Year	Tab 2
Appendix 3 Draft Management Contract	Tab 3
Appendix 4 Business Documents	Tab 4
• DCI Bylaws	
• DCI Articles of Incorporation	
• Memorandum of Agreement	

A. Educational Plan

1. Mission and Purposes of the Public Charter School

a. Educational Needs of the Target Student Population:

The purpose of this charter amendment is to create an educational pathway for students from Washington Yu Ying Public Charter School (Yu Ying) along with three other language immersion public charter schools (the Member Schools) by extending these schools' charters to include secondary school (grades 6-12). Students from Yu Ying, who study Mandarin Chinese, Elsie Whitlow Stokes Community Freedom Public Charter School (EWS), who study Spanish and French, and Latin American Montessori Bilingual Public Charter School (LAMB) and Mundo Verde Public Charter School (MV), who study Spanish, will receive their secondary education through a combined middle-high program operated by such Member Schools cooperatively through the DC International School (DCI), a cooperative and collaborative middle-high program satisfying the objectives of their respectively extended charters. The charter amendment obtained by Yu Ying and each of the other Member Schools will ensure that these students are able to continue their language and multicultural education through the comprehensive International Baccalaureate Middle Years and Diploma Programmes, which are grounded in a pedagogy of inquiry, environmental stewardship, and global perspective

The students from the Member Schools represent all eight wards of DC, and, collectively, they represent the demographics of the city's school-age population. Starting in the 2014-2015, students in grades 6 and 7 will participate in the International Baccalaureate Middle Years Program (IB MYP) at a temporary facility. DCI will begin operations at Walter Reed in 2015-16. Students will continue in the MYP through grade 10, and move to the IB Diploma Programme in grades 11 and 12. While students already enrolled in the elementary school programs of the Member Schools will be entitled to enter DCI through continued enrollment in their respective Member Schools, the Member Schools will also admit additional students, in grades six through nine, to fill any additional spaces in the DCI program, conducting lotteries as necessary in accordance with public charter school requirements. No new students will be admitted after grade 9.

The student body of DCI will encompass a diversity of learners including those who are gifted (~3%), english-language learners (~10%), students who experience poverty (~50%), and those with exceptional learning needs (~12%). We anticipate that approximately 40% of our students will identify as African American, 30% as Hispanic, 20% as Caucasian, and 10% as Asian or Other.

At capacity, DCI will educate approximately 1000-1400 students in grades 6-12; of those approximately 350 will be students enrolled in Yu Ying (YY@DCI students either continuing from Yu Ying's elementary grades or newly admitted as described above). Yu Ying and all of the other Member Schools currently attract more applicants than available spaces. This, coupled with long waitlists and low attrition rates, attests to the public's desire for this educational model and programming. Parents have expressed great interest in continuing their secondary education through their current charter schools so their children can continue their immersion education and its international and sustainability focus. After preliminary meetings, an initial parent survey of YY rising 3-5th graders indicate that over 90% of respondents want to continue their child's secondary education at Yu Ying through DCI.

Yu Ying and LAMB have each been awarded space at Walter Reed by the Office of the Deputy Mayor for Planning and Economic Development (DMPED). This Ward 4 location is well situated to meet the programmatic and transportation needs of its secondary students. A majority of the current students in the Member Schools come from Wards 4 and 5. Walter Reed is accessible by Metrobus and MetroRail, and its proximity to both downtown DC, Rock Creek Park, and the Maryland suburbs provides many options for internships, cultural experiences, nature experiences, after-school activities, etc. all on a campus-like setting near the neighborhoods of Takoma Park, Brightwood, and Shepard Park.

DCI will not admit new students after grade 9 limiting any impact on enrollment at existing high schools in Ward 4. The DCI will admit, on average, 20 new students per year who are not matriculating from the elementary grades of a Member School. Yu Ying expects that applications for the new student spots will be drawn from all eight wards of the city, thus greatly mitigating the effect on any one ward. No middle or high school in Ward 4 offers language immersion in the three target languages or the International Baccalaureate Middle and Diploma Programmes.

No other school in the District of Columbia or the surrounding metropolitan area, public or public charter, offers the IB MYP, DP, and IBCC Programmes together at a single secondary school campus location. Because of the unique nature of its curriculum delivery, it is most ideal, and most common internationally, that these programmes are housed under one roof¹.

The middle and high school components of the DCI at its highest enrollment will serve approximately 1000-1400 students. This means, on average, DCI will educate 150-200 students per grade level or 450-600 middle school students (grades 6-8) and 600-800 high school students (grades 9-12). The Member Schools attract hundreds more applicants than available spaces, have long wait lists and low attrition rates, and enjoy high test scores and parent/community support. As such, fulfilling enrollment targets will not be an issue. And, to ensure stability, each Member School can make up any shortfalls through admissions lotteries up until grade 9.

The Member Schools focused on demographics and student needs in choosing enrollment targets and the sizes of our middle and high school student bodies. Roughly half of our students will be considered “at-risk” because of SES, LEP, and/or racial/cultural status.

Enrollment projections reflect optimal student body size for educational achievement, especially for a diverse urban population. Results from several studies suggest that the ideal high school, defined in terms of effectiveness (i.e., learning) enrolls between 600 and 900 students (as a collective DCI will have 600-800 high school students). In schools smaller than this, students learn less; in larger schools (especially over 2,100), they learn considerably less. Learning is, regardless of student socioeconomic status is more equitable in small schools.² Smaller middle schools (under 700 students) were also associated with better student academic performance,

¹ International Baccalaureate Organization (2010) ibo.org

² Lee, V. and Smith, J. (1997). High School Size: Which works best and for whom? *Educational Evaluation And Policy Analysis*. 19(3) pp. 205-227.

even when controlling for student poverty³ (as a collective, DCI will serve approximately 450-600 middle school students).

Research also suggests the following benefits of this middle and high school target size⁴:

- Violence and behavior problems, truancy, classroom disorder, vandalism, aggressive behavior, theft, substance abuse, and gang participation all decrease.
- Attendance is higher; dropouts fewer.
- Extracurricular participation increases. Students join teams and clubs in significantly higher numbers — including students otherwise considered marginal.
- Students feel a sense of engagement, belonging, and personal value when their classmates and teachers know them. Acting out decreases.
- Parent and community involvement increases. Business and community organizations make more links (e.g., internships or collaborative projects) with small schools.
- Communication is easier. Staff can work together to focus the school on learning and build a coherent, high-quality curriculum across disciplines and grade levels.
- Improved instructional quality. Student achievement is influenced much more by caliber of instruction than by number of courses offered. Faculties collectively responsible for designing the school program around results are likely to press for professional development that will help meet specific instructional goals
- Built-in accountability. The “internal community of accountability” that develops among teachers, parents, and students promotes a culture of caring and rigor marked by hard work, high aspirations, and an expectation that all will succeed.

b. Mission and Philosophy:

Inspiring and preparing young people to create a better world by challenging them to reach their full potential in a nurturing Chinese/English educational environment.

The Yu Ying mission and its vision of creating an enthusiastic and diverse community of learners who are grounded in intercultural understanding and respect, and who are confident in their abilities to read, write and think in both Chinese and English have always been based on the goals of its founders and mission statement and strategic philosophy of the International Baccalaureate Organization (IBO)

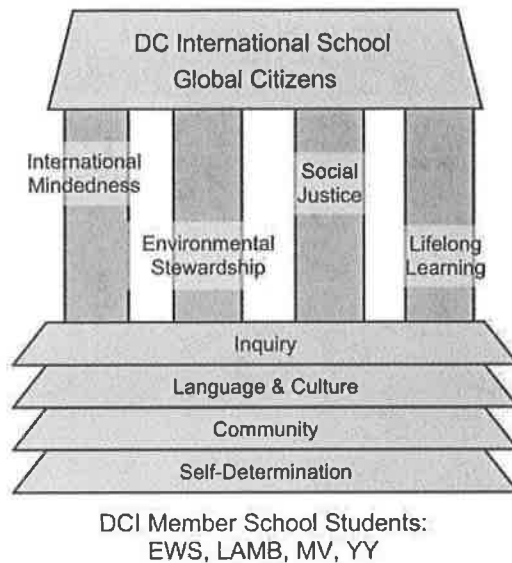
Yu Ying’s mission will be thoroughly supported at DCI. Yu Ying’s students at DCI (sometimes referred to herein as “YY at DCI students”) will be Global Citizens who are:

- Internationally minded,
- Lifelong learners,
- Stewards of the planet, and
- Invested in Social Justice

³ Roberts, J. E., III (2002). *The relationship of public middle school size, student achievement, and per pupil expenditures in South Carolina*. Unpublished doctoral dissertation, University of South Carolina, Columbia)

⁴ WestEd. (2001). *Are smaller schools better?* Available: wested.org/online_pubs/po-01-03.pdf

The learning framework is based on *Inquiry* (structured engagement in a cycle of learning through which learners identify problems/issues, and ask questions that allow the construction of new understandings), *Language and Cultural Fluency* (becoming biliterate, bilingual, and culturally competent in one or more languages/cultures) a strong *Community* (a learning and socially-just environment that values individuals and sustainable practices and seeks to identify strengths and provide support) and *Self-Determination* (fostering the development of self-regulation and agency to make informed choices about the future for a productive adult life).



c. Educational Focus:

YY@DCI develops students that chart their own path to becoming successful global citizens. DCI employs the transdisciplinary approach of the worldclass IB program to engage students in authentic and deep learning. Grounded in environmental stewardship, social justice and deep understanding of language and culture, DCI students contribute to their school, community and planet.

The worldclass IB MYP and Diploma Programmes serves as the foundation for secondary education for YY@DCI. IB programs emphasize intellectual, personal, emotional and social growth through all domains of knowledge. This dynamic combination of knowledge, skills, independent critical and creative thought and international-mindedness educates the whole person for a life of active, responsible citizenship. Secondary education through the DCI emphasizes achieving a high level of academic literacy while identifying both a career path and a meaningful post-secondary degree or credential. Through a rigorous yet flexible curriculum framework, students will evolve into active and compassionate global life-long learners who live self-determined adult lives. The IB Framework couples perfectly with our emphasis on the

community and planet.

YY@DCI will combine language and cultural competence in the target languages of the four feeder schools: Spanish, French, or Chinese. Most Yu Ying students entering this secondary program will have achieved a moderate level of fluency and literacy in their target language of Mandarin. At DCI 25 – 50% of students’ classes are taught in an immersion environment. The program allows students to continue their progress in a second language and cultural literacy, and even allows them to learn another language. Students new to Foreign Language education, or those who choose to switch to another language at the start of the MYP will be able to enter a beginning language track in one of the three target languages.

Environmental stewardship and social justice grounds our students’ learning in the local community and the planet. While the IB naturally incorporates these principles, DCI will make these more visible and explicit in instructional design and activities. Using the IB’s transdisciplinary approach and projects, students and faculty will delve deep into environmental and social issues that affect their community and planet.

The IB Middle Years Program (MYP) provides an advanced academic experience in grades 6-10. IB MYP students gain both academic and real-world experience and skills. Five broad themes provide a conceptual framework through which students organize and explore their growing awareness of the world: approaches to learning, community and service, environments, health and social education, and human ingenuity. In grades 11-12, students are provided with the coursework to earn the IB Diploma option and/or one or more IB subject-specific certificates and/or the IB Career-Related Certificate (IBCC). Students will be able to achieve the rigorous and world respected IB MYP Certificate, IB Diploma, and/or IB Career Certification. Students who continue on the language track from their elementary education may also attain the IB Bilingual Diploma.

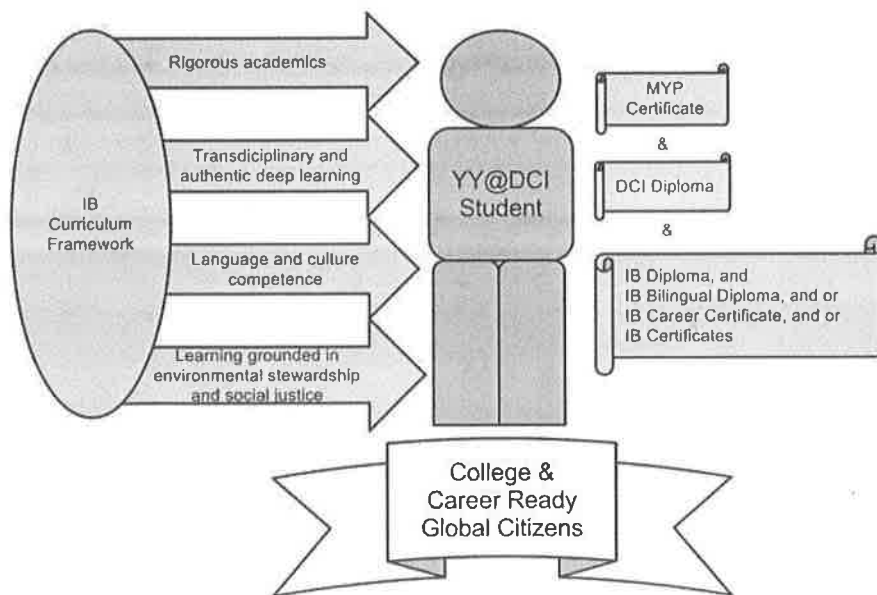
The MYP is implemented from grades 6-10: students are eligible to receive the MYP certificate at the end of 10th grade. Both the IBCC and DP Programmes follow in grades 11-12. Students take exams to earn either or both the certificate and degree at the end of 12th grade.

The IB MYP, for students aged 11 to 16, provides a framework of academic challenge encouraging students to embrace and understand the connections between traditional subjects and the real world and become critical and reflective thinkers. The MYP consists of eight subject groups integrated through five areas of interaction that provide a framework for learning within and across the subjects. Students must study their “mother tongue” or “best-spoken language”, a second language, humanities, sciences, mathematics, arts, physical education and technology. In the final year (grade 10), students engage in a long-term personal project allowing them to demonstrate the understandings and skills they have developed.

The IB Diploma Programme is an academically challenging and balanced program of education with final examinations preparing students, normally aged 16 to 19, for success at university and life beyond. The Diploma Programme has gained recognition and respect from the world’s leading universities. IB Diploma Programme students study six courses at a higher level or standard level. Students must choose one subject from each of groups 1 to 5, thus ensuring breadth of experience in languages, social studies, the experimental sciences and mathematics.

The sixth subject may be an arts subject chosen from group 6, or the student may choose another subject from groups 1 to 5. In addition, the Program has three core requirements included to broaden the educational experience and challenge students to apply their knowledge and understanding: The extended essay; theory of knowledge; and creativity, action, and service. Many highly regarded high schools across the country are choosing to implement the IB Diploma Programme instead of offering Advanced Placement classes. It is interesting to note that IB students may sit for any AP exam, but the reverse is not true. The IB Diploma Programme is a proven predictor of success in university. Over 1,500 universities worldwide recognize the IB Diploma Programme by giving college credit for DP coursework as well as preferential admission, and more are doing so each year⁵.

The IB Career-Related Certificate (IBCC), which can be earned in lieu of, or in addition to, the IB Diploma, serves to provide a more inclusive provision for students and reduce the 'academic versus vocational' divide. Too often secondary schools are organized as though preparation for college and career are mutually exclusive options. In February 2011, President Obama and Secretary of Education Arne Duncan highlighted a report released by the Harvard Graduate School of Education called "Pathways to Prosperity."⁶ The report notes that about two-thirds of the 47 million American jobs expected to be created in the next six years will require some sort of education beyond high school, and a smaller proportion will require a four-year college degree. About 14 million of these new jobs will require a post-secondary certificate or Associates degree.



The IB Diploma/Bilingual Diploma Programme framework affords students:

⁵ IB and AP (IBO) Available: www.ibo.org/ibna/documents/ibandap.pdf

⁶ Harvard Graduate School of Education.(2011). *Pathways to Prosperity Project*. Available: www.gse.harvard.edu/news.../Pathways_to_Prosperty_Feb2011.pdf

- a broad and balanced academically demanding program of study
- the development of critical thinking and reflective skills
- the development of research skills
- the development of independent learning skills
- the development of intercultural understanding
- competence in one or more foreign languages
- a globally recognized university entrance qualification

The IBCC provides students:

- the development of a broad range of career related competencies and deepening understanding in general areas of knowledge
- preparation for effective participation in an ever-changing world of work
- attribution of the learner profile to establish true life long learning and a willingness to consider new perspectives
- engagement in learning that makes a positive difference in future lives
- self competency to be ready for life in the 21st century

d. Goals:

The Public Charter School Board’s Performance Mangement System (PMF) provides an academic evaluation framework comprised of indicators, measures, and metrics. Currently the PCSB uses four indicators to measure academic performance: (1) student progress, (2) student achievement, (3) gateway measures, and (4) leading indicators. The following table illustrates the weight for each indicator at the middle and high school levels:

Middle School	High School
Student Progress 40%	Student Progress 15%
Student Achievement 25%	Student Achievement 30%
Gateway Measures 15%	Gateway Measures 30%
Leading Indicators 20%	Leading Indicators 25%

Each feeder school has agreed to: a) common goals and measures and b) to maintain accountability for the students that they bring to the joint Middle/High School known as DCI. During the first year of operation (2014-2015), YY@DCI will be held to a modified academic review and will collect data on all measures for Middle School. We will administer the Common Core Assessments instead of the DC-CAS, but student achievement will be measured as Proficient and Advanced in reading and mathematics.

Beginning in 2015-2016, YY@DCI will be held to the same framework as existing schools. Growth measures will be based upon two years of data; however, with only Middle School students, graduation rate statistics will not be reportable.

Our gateway measures for Middle School and High School:

- DC-CAS 8th grade math Proficient (Appears for 6th -8th grades)
- Percent of students scoring at least Proficient in eighth grade mathematics on the DC-CAS Graduation rate (Appears for High Schools)
- Graduation rate based on the incoming 9th grade cohort, as defined by OSSE statewide graduation standards. PSAT 11th grade performance (Appears for High Schools)
- Percentage of 11th grade students scoring at a level on-track for college readiness in the combined mathematics and verbal sections of the PSAT, defined to be a score of 80 or higher. SAT 12th grade performance (Appears for High Schools)
- Percentage of 12th grade students scoring at a level on-track for college readiness on the combined math and verbal sections of the SAT, defined to be a combined score of 800 or higher.
- College Acceptance (Appears for High Schools)
- Percentage of seniors accepted to a college or university.

Leading Indicators for Middle and High School:

- Attendance: Appears for 6th -8th grades, and High Schools Ratio for the entire population, written as a percentage, of days present (inclusive of excused absences) to days enrolled.
- Re-enrollment: Appears for 3rd -5th grades, 6th -8th grades, and High Schools. Percentage of those eligible students who re-enroll.
- 9th grade credits Appears for High Schools Percentage of 9th grade students on-track to graduate in 4 years, based on OSSE guidelines for completed Carnegie Units and required courses.

Drawing from our mission and philosophy, the goals for academic, non-academic, and organizational performance are listed below.

Academic Performance Goals for Students:

- Students will achieve a college/career-ready level of literacy in English.
- Students will achieve basic or advanced (depending on entry point) literacy in Chinese, French, and/or Spanish.
- Students will be adept inquirers and flexible thinkers capable of solving problems effectively.
- Students will understand and master increasingly complex mathematical concepts to be adequately prepared for college/career.
- Students will master the scientific method and apply it to real world issues.
- Students will be able to relate their learning to the outside world with a global perspective.
- Students will become independent learners and complete independent papers, reports and performances, culminating in a “personal project” for Grade 10 and an extended essay in Grade 12 (Along with other requirements depending on the diploma sought)

- Students will satisfy requirements for promotion from each grade and upon completion of Grade 8 be prepared to undertake the most rigorous academic curricula in high school, culminating in 12th grade college/career readiness.

Non-Academic Performance Goals for Students:

- Students will become life-long learners who possess a positive attitude toward school and learning.
- Students will embrace diversity and respect other cultures.
- Students will treat themselves, other students, staff and the physical plant with respect.
- Students will learn to work collaboratively and resolve conflicts effectively and safely.
- Students will embrace their community by contributing to their school and community with service projects with a particular emphasis on environmental stewardship and or social justice.

Organizational Performance Goals

- The school will create an environment celebrating life-long learning with a welcoming culture for student and adult learning.
- Teachers and staff will be highly qualified, demonstrate high expectations for all students and have a positive attitude toward the school and their colleagues.
- DCI will be led by an active Board of Trustees that will include the designees from the member charters who will work with the Head of School to govern the DCI.
- The school will strive to recruit and retain a diverse group of students, teachers, staff, administrators and board members.
- The school will be in sound fiscal health, and the Board of Trustees will ensure the school has the resources it needs to carry out its program.
- The school will be a model of stewardship. Each year the organizational will aim to lessen its impact on the environment through modifying operations.
- Through faculty and student Service Learning projects DCI will aim to effect change both locally and internationally.

2. Charter School Curriculum

a. Student Learning Standards:

In adopting collective secondary standards, the DCI education team identified five important sources that will equip all students to meet or exceed standards set by the OSSE and PCSB, as well as meeting the mission of the feeder schools.

1) The International Baccalaureate Organization provides a set of specific standards and criteria against which both Yu Ying@DCI and the IBO can measure success in the implementation of

the Middle Years Programme and the Diploma Programme. Standards are based on the IB Learner Profile Attributes and Areas of Interaction. The manuals for both MYP and DP standards are available at: www.ibo.org

2) In addition to the IB MYP and DP standards, the Committee on Defining Deeper Learning and 21st Century Skills informs DCI's instructional content and practice standards. In its report: *Education for Life and Work: Developing Transferable Knowledge and Skills in the 21st Century*⁷. The Committee clarifies and organizes the concepts that make up 21st century competencies. The report groups skills into three clusters: cognitive, intrapersonal, and interpersonal. These skills allow students to master rigorous academic content as well as learn how, why, and when to apply knowledge to answer questions and solve problems. Developing content knowledge provides the foundation for acquiring these skills, which are necessary to truly learn and use the content. All DCI Member Schools support the adoption of deeper learning because there is a growing consensus among education experts and business leaders—affirmed by the NRC report—that these skills are necessary for success as adults in work and life. These skills are particularly important for our students with exceptional learning needs (those with disabilities and those who are ELL) to achieve because research (Milsom, 2006; August, 2006) shows that these students benefit most from learning that emphasizes depth over breadth and instruction that incorporates both academic and career-related skills and literacy instruction so they can meet the requirements of college and career readiness.^{8 9}

3) Students at DCI will also have their instruction grounded in the Common Core Standards for secondary learners as adopted by the District of Columbia.¹⁰ These national standards define the knowledge and skills students should have within their K-12 education careers so that they will graduate high school able to succeed in entry-level, credit-bearing academic college courses and in workforce training programs.

4) We are integrating the new Common Career Technical Core (CCTC) Standards¹¹, which have been adopted by the District of Columbia and 42 states. The CCTC includes a set of standards for each of the 16 Career Clusters and their corresponding Career Pathways that define what students should know and be able to do after completing instruction in a program of study. The Career Ready Practices include 12 statements that address the knowledge, skills and dispositions

⁷ National Research Council. (2012). *Education for Life and Work: Developing Transferable Knowledge and Skills in the 21st Century*. Committee on Defining Deeper Learning and 21st Century Skills, James W. Pellegrino and Margaret L. Hilton, Editors. Board on Testing and Assessment and Board on Science Education, Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

⁸ Milsom, A. (2006). Creating Positive School Experiences for Students with Disabilities. *Professional School Counseling Journal*, October 2006, 10(1), 66-72.

⁹ August, D., & Shanahan, T. (2006). *Developing literacy in second-language learners*. Report of the National Literacy Panel on Language-Minority Children and Youth. Mahwah, NJ: Lawrence Erlbaum Associates, Publishers.

¹⁰ National Governors Association Center for Best Practices, Council of Chief State School Officers. (2010). *Common Core State Standards*. National Governors Association Center for Best Practices, Council of Chief State School Officers, Washington D.C.

¹¹ National Association of State Directors of Career Technical Education Consortium/National Career Technical Education Foundation (2012). *Common Career Technical Core*. National Association of State Directors of Career Technical Education Consortium/National Career Technical Education Foundation, Silver Spring, MD.

that are important to becoming career ready. These statements and an overarching set of Career Ready Practices that apply to all programs of study are integrated into our standards. The Career Ready Practices enhance the Common Core State Standards in English language arts and mathematics by more clearly illustrating what it means to be career ready. When a student's course experience embeds both Career Ready Practices and lessons aligned to Common Core State Standards, they gain a learning experience with the academic rigor and career-context that will prepare them to be college-and career-ready.

5) The Social Justice, Peace, and Environmental Education Standards are also infused into the curriculum. These standards are based on research, theoretical perspectives, foundational documents, and models.¹² Focusing on social justice, peace, and environmental education, students will contribute to their local and global communities with caring, respect, compassion, and peace. These standards encourage understanding, conservation, and celebration of differences – different species, ecologies, cultures, heritages, languages, belief systems, epistemologies, and sustainable ways of living.

Our approach to curriculum makes standards come alive for students by connecting learning to real-world issues and needs. Academically rigorous case studies, projects, fieldwork, and service learning inspire students to think and work as professionals do, contributing high-quality work to authentic audiences beyond the classroom. All students have access to a rigorous college preparatory curriculum, and faculty regularly analyzes the curriculum to check alignment to standards and opportunities for all students to meet those standards.

The MYP:

The MYP consists of 8 subject groups integrated through 5 areas of interaction providing a framework for learning within and across the subjects. Students are required to study their mother tongue (Language A), a second language (Language B), humanities, sciences, mathematics, arts, physical education & technology. The Areas of Interaction (AOIs) are the themes embedded in each of the eight subject areas. The purpose of the AOIs is to weave together the curriculum in all subjects for 'real-world' applications. These AOIs are the lenses through which students and teachers examine classroom content, explore ideas and make connections from the classroom to the global community. Integrated themes help students relate what they learn in the classroom to the real world, their future education and careers. Thematic connections promote higher-order thinking and questioning skills and creative problem solving.

To earn the MYP Certificate, students must be enrolled in the MYP program at least during 9th and 10th grades, and document the independent completion of 150 hours of CAS (Creativity, Action, Service) activities (including at least 20 documented hours of community service each

¹² Andrezejewski, J. (2005). *The social justice, peace, and environmental education standards project*. Multicultural Perspectives, 7 (1). Pp. 8-16

year). In the final year of the MYP (grade 10), each student completes a personal project representing a significant piece of work that is the product of the student's own initiative and creativity. Each project must reflect a personal understanding of the areas of interaction. Students are expected to self-select their project, which may take many forms, and take the process through to completion under the supervision of a teacher in the school. The personal project is assessed internally by teachers against a set of IB assessment criteria. To earn the certificate students must also perform satisfactorily on the 9th and 10th grade MYP assessments in each subject area. Students who do not pass the MYP assessments still benefit from the best practice instruction and high expectations in their classes. Research shows that students in this type of learning environment learn more and demonstrate greater mastery of content.

The IB DP (International Baccalaureate Diploma Programme):

Students must complete IB classes in each of 6 content areas. They must take at least 3 (but no more than 4) Higher Level (HL) Classes. Students will then take 2-3 Standard Level (SL) Classes. Generally HL classes are more rigorous and have more breadth and depth than SL classes. The content in HL classes requires 240 teaching hours versus 150 hours for standard level.

Students must earn at least 24 points on their IB Assessments and the Extended Essay.

DP students choose one subject from each of the following six 'Subject Groups':

- Group 1: First Language (Most likely English)
- Group 2: Second Language (Spanish, Mandarin, French)
- Group 3: Individuals and Societies (History, Economics, Business and Management, etc.)
- Group 4: Sciences (Biology, Chemistry, Physics and Environmental Systems)
- Group 5: Mathematics and Computer Science
- Group 6: Electives (either a course not under the other 5 groups or a second subject from Groups 3, 4 or 5)

In addition, all DP students must study a two-year course called Theory of Knowledge (TOK) (100 hours over 2 yrs.); research and produce an Extended Essay (EE) (~4000 words); and engage in Creativity, Action, and Service (CAS) (150 hours).

We will support and encourage all students to participate in the Diploma Programme.

- Diploma: Students wanting to earn an IB Diploma will fulfill the academic course requirements including all the assessments, both internal and external. They will also complete the additional Extended Essay (EE) and Creativity, Service, and Action (CAS) components.
- Bilingual Diploma: Bilingual diplomas are awarded for successfully completing:
 - two languages A1, or
 - a language A1 taken together with a language A2, or

- a group 3 or 4 subject taken in a language other than the candidate's language A1, or
- an extended essay in a group 3 or group 4 subject written in a language other than the candidate's language A1.
- Certificate: Students may select individual courses within the curriculum groups and complete all the internal and external assessments to earn an IB certificate in that course. Students may be able to count these classes for college credit at many universities.
- Coursework: Students may enroll in any IB course for the academic experience and choose not to pursue the certificate requirements by opting out of the external assessment.
- IBCC: Students successfully complete: a minimum of 2 DP courses, at least one language course, the CAS, an Approaches to Learning Class (ATL), a Reflective Project, and earn a Career-Related Qualification.

In addition to the standards set forth by the International Baccalaureate Organization for the MYP, DP, and IBCC, students at DCI will have their instruction grounded in the Common Core Standards.

b. *Resources and Instructional Materials:*

Instructional materials will be in based in print, technology, web, and will be both commercially prepared and teacher-created. Our secondary instructional resources include:

- The provision of a tablet computing device (e.g., an iPad) for each student to reduce the digital divide and to enhance learning across programs and disciplines.
- Oxford University Press Course Companions: (www.OxfordSecondary.co.uk/ib) This series of course books for each subject area is developed in collaboration with the IB curriculum team and aligns to the IB syllabuses and philosophy, so teachers can rely on quality, comprehensive and creative resources. The course books are for teachers and students at both Standard and High levels.
- IB Diploma Online: web-based DP courses developed by the IB.
- LinguaFolio Online, a portfolio assessment tool, allows students to collect evidence demonstrating their communicative abilities to themselves and others. It also documents intercultural experiences and reflections that enhance language learning and cultural understanding. Using LinguaFolio Online guides students to reflect on their learning process and allows them to take responsibility of their own learning.
- The University of Oregon (UO) Chinese Flagship Program resources
- IB curriculum materials in French, Chinese, and Spanish from the IBO website and Online Curriculum Centers.
- The IBO Online Curriculum Resource Center provides a plethora of shared instructional resources (both teacher and IB-created), guides, syllabi, wikis, chat boards and updates for any teacher at an IB school.
- Ni Hao: The Ni Hao series is a basic Chinese language course for beginning students of Chinese. It provides students with the opportunity to develop communicative skills in both spoken and written Chinese from a Basic to Higher Advanced levels over 5 years.

Each level of the series contains a textbook with CD-ROM or downloadable software, a student workbook, a teacher's handbook, a set of audiocassettes, audio CDs and Games software and an online teachers forum.

- *Jia You! Chinese for the Global Community* is a program for intermediate students of Chinese. It is designed for college students in second-year Chinese as a foreign language program and senior high school students taking the AP Chinese Language and Culture Exam. Although designed for college students in a rigorous second-year college Chinese, it can also be adapted for other programs.
- *Teaching Points: Spanish I* is for students new to Spanish language.
- *Teaching Points: Ab Initio Spanish* is a two-year accelerated International Baccalaureate (IB) course designed for students who have not previously studied Spanish. (Ab Initio means "from the beginning.") The goal is for students to acquire the skills necessary to interact in every day situations in reading, writing, listening, and speaking
- *Teaching Points: IB Spanish B* is a course developed to prepare students who are already speaking Spanish for the IB exam.
- All French Instructional Resources are from *The Ontario Curriculum, French As a Second Language - Core, Extended, and Immersion French: Elementary through Grade 12*
- *Elementary to Secondary French Curriculum Guide:*
www.bced.gov.bc.ca/irp/drafts/french.pdf
- ITS International Baccalaureate Resources and Links: <http://www.tuition.com.hk/IB.htm>
- *The Maximizing Study Abroad* series of guidebooks helps students, program professionals, and language instructors make the most of study abroad opportunities through strategies for language and culture learning and use.
- DDOE has established an environmental education resources center to act as a "one-stop-shop" for teachers and other environmental educators. Teachers can utilize up-to-date resource materials that promote interdisciplinary learning, reinforce science, math and reading skills, and adhere to the national education standards.
- The Center for Green Schools aims to transform all schools into sustainable and healthy places to live, learn, work and play. It provides toolkits, advising, and resources for sustainability education and for achieving LEED certification.
- REACT to FILM Media Literacy & Social Action curriculum will serve as a high school elective. The full year course screens documentary films using homework assignments, class discussion, reaction activities, and group projects to encourage students to engage with presented issues. The non-partisan programs encourage students to explore multiple views on each issue, to cultivate their own educated opinions, and ultimately to decide how they believe that they can or should constructively REACT to the film.

Formative and Summative Assessments:

Assessments *of* learning and *for* learning (summative and formative assessments) are found throughout each course and create a coherent system to support the development of cognitive, interpersonal, and intrapersonal skills. Assessments will be in sync with each other and with the model of how learning develops. The model relies on our explicit learning goals for targeted cognitive, interpersonal, and intrapersonal competencies as defined by the IBO and poses a

sequential and integrated approach to their development, as supported by the literature¹³. In Figure 1 benchmarks represent critical juncture points in progress toward the ultimate goals, while the formative assessment represents the interactive process between teachers and students and continuous data that facilitate student progress toward the junctures and ultimate goals.

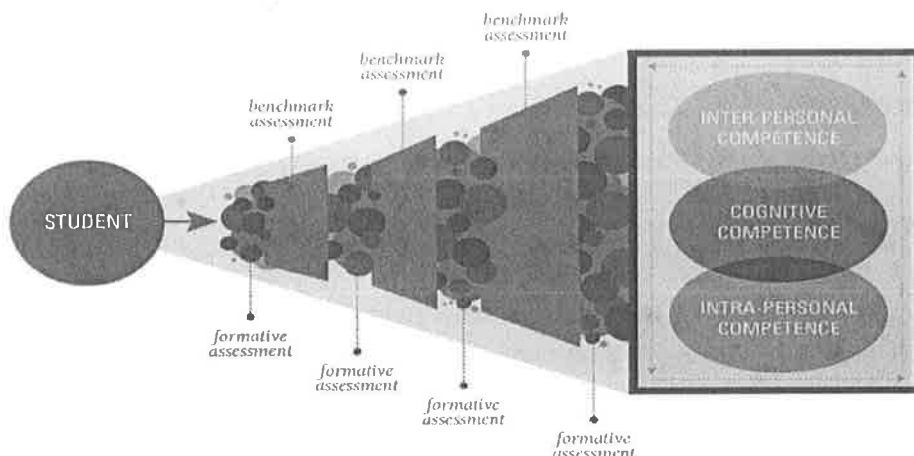


FIGURE 1 A coherent assessment system. Adapted from Herman (2010)¹⁴.

Formative assessment will occur hand in hand with the classroom teaching and learning process because it is an integral component of teaching and learning for transfer. It embodies many of the principles of designing instruction for transfer including questioning, elaboration, and self-explanation. Formative assessment can provide feedback and guidance for learners engaged in challenging tasks. By making learning goals explicit, by engaging students in self and peer assessment, by involving students in a learning community, and by demonstrating student efficacy, it promotes students as agents in their own learning increasing student motivation, autonomy, and metacognition as well as collaboration and academic learning^{15 16}. Thus formative assessment is conducive to—and provides direct support for—the development of transferable cognitive, intrapersonal, and interpersonal skills and self-determination.

Summative assessments are provided by the IBO and Common Core assessments, and the end of unit and end of course exams in individual subjects, which are defined in the IB Unit Planners. The MYP unit planner is made up of three parts:

- Stage 1 which is derived from the content
- Stage 2 which is content-specific

¹³ Durlak, J.A., Weissberg, R.P., Dymnicki, A.B., Taylor, R.D., & Schellinger, K.B. (2011). The impact of enhancing students' social and emotional learning: A meta-analysis of school-based universal interventions. *Child Development*, 82(1), 405-432.

¹⁴ Herman, J.L. (2010a). Coherence: Key to next generation assessment success. Los Angeles, CA: CRESST. Available: http://www.cse.ucla.edu/products/policy/coherence_v6.pdf.

¹⁵ Gardner, J. (Ed.). (2006). *Assessment & learning*. London: Sage Publications.

¹⁶ Shepard, L.A. (2006). Classroom assessment. In R.L. Brennan (Ed.), *Educational measurement* (4). (p. 623-646). Washington, DC: National Council on Measurement in Education and American Council on Education/Praeger.

- A Reflective stage that encompasses stage 1 and stage 2 and applies for the duration of teaching the planner and extends beyond (Summative Assessment).

Teachers are required to develop a summative assessment (called a “culminating task”) for each MYP unit. The culminating task will provide students with further opportunities to demonstrate their learning in an authentic real-life situation. The culminating task is open-ended and designed for students to demonstrate their understanding of the significant concept/big idea. The task allows students to use their developed approaches to learning skills that are aligned with the MYP objectives identified in stage 2 of the planner, and their specific-subject knowledge. The task provides multiple ways for students to communicate their learning and aligns with the MYP objectives that frame the unit.

The IB Diploma assessment is conducted over the two-year program using internationally accepted performance standards. Student achievement is assessed via examinations developed and marked by international examiners; oral language exams; science laboratory notebooks and experiments; art portfolios, computer science dossiers; essays and other projects. The student's final score is calculated from a combination of all these activities. The IB assessment process is aimed at giving students the opportunity to express what they do know, rather than finding out what they do not know. The method used to achieve these objectives is based on the theory of criterion-referenced assessment, which has both internal (by the teacher) and external (by over 5000 subject examiners world wide) elements, over the two-year period of the diploma. All internal assessment is externally moderated and standardized to ensure fairness and consistency.

c. *Methods of Instruction:*

For the MYP and DP, the central skill of critical analysis of material requires a pedagogical approach that includes “working cooperatively, independent research, interdisciplinarity, developing the ‘whole person’, and learning how to learn” (Hill, 2002, in Marshman, 2010). Using the foundations of structured inquiry, collaborative learning, and interdisciplinary instruction, teachers will consider the curriculum as a coherent experience, with attention paid to approaches to learning and natural links and overlap within the curriculum. Teachers will facilitate interdisciplinary projects to strengthen cross-curricular skills and deepen the understanding of wider concepts. Teachers will coordinate learning activities within and across academic disciplines through common planning and curriculum mapping.

IB teaching methods reflect a constructivist cognitive philosophy taking into account of the idea of multiple intelligences. Instruction represents the personal aspect of holistic learning as a fundamental concept, addressing the potential needs of the whole person as a lifelong learner. IB instructional methodology helps build a capacity to deal with authentic, real-life issues and the need for multi-skilled people, recognizes the importance of the “less is more” principle and promotes interdisciplinary learning to build the capacity to understand and address complex concepts and big issues. (Marshman, 2010)

INTERDISCIPLINARY TEACHING FRAMEWORK

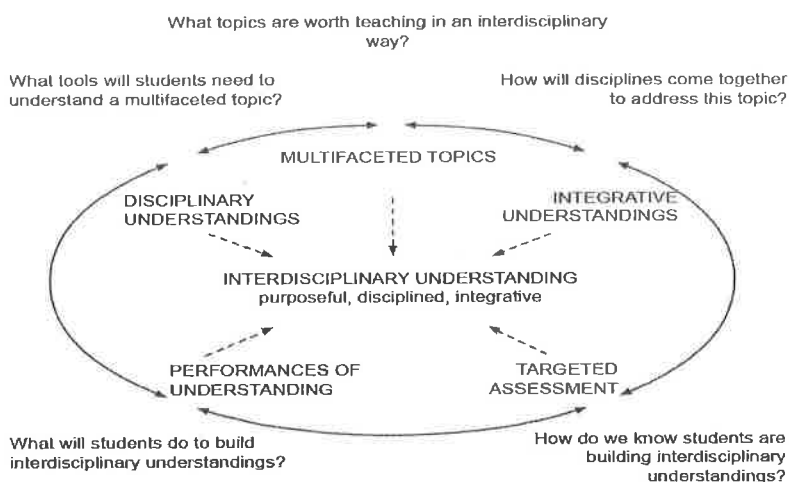


Figure 1: From Boix-Mansilla (2007)

The IBO curriculum framework and the work of The Committee on Defining Deeper Learning and 21st Century Skills inform not only what students should learn, but also how teachers can and should deliver content. DCI teachers, through the alignment of the Common Core, IB Program Standards and Practices, and The Career Related Technical Competencies, will teach for “deeper learning” as defined by The Committee on Defining Deeper Learning and 21st Century Skills using practices that create a positive learning community in which students gain content knowledge and develop intrapersonal and interpersonal competencies.

Emerging evidence indicates that cognitive, intrapersonal, and interpersonal competencies can be taught and learned in ways that support transfer. Research in the cognitive domain has also identified features of instruction that are likely to support transfer within a given subject area. For example, transfer is supported when instruction helps learners understand the general principles underlying the specific examples included in their original learning. Teaching that emphasizes not only content knowledge, but also how, when, and why to apply this knowledge is essential to transfer. Instruction at DCI will follow these research-based teaching methods:

- Use multiple and varied representations of concepts and tasks, such as diagrams, numerical and mathematical representations, and simulations, along with support to help students interpret them.
- Encourage elaboration, questioning, and explanation – for example, by prompting students who are reading a history text to explain the material aloud to themselves or others as they read.
- Engage learners in challenging tasks while supporting them with guidance, feedback, and encouragement to reflect on their own learning processes.
- Teach with examples and cases, such as modeling step-by-step how students can carry out a procedure to solve a problem while explaining the reason for each step.

- Prime student motivation by connecting topics to students’ personal lives and interests, engaging students in problem solving, and drawing attention to the knowledge and skills students are developing and their relevance, rather than grades or scores.
- Use “formative” assessments to continuously monitor students’ progress and provide feedback to teachers and students for use in adjusting teaching and learning strategies.
- Two macrostrategies emerged from the research literature as being effective: metacognition and active student engagement. Using one of these strategies without the other, however, may result in failure to maximize the intrinsic value of both.¹⁷
- Three microstrategies emerged from the research literature as being effective: higher order thinking, cooperative learning, and independent practice.¹⁸

Because 21st century competencies support deeper learning of school subjects, their widespread acquisition through these teaching methods can potentially reduce disparities in educational attainment, preparing a broad representation of young people for successful adult outcomes in work and other areas of life. The IB curriculum framework and professional development training and resources explicitly support these instructional methods.

We will also implement basic principles of the Understanding by Design or “backward design” curriculum design process advocated by Wiggins & McTighe.¹⁹ Our process will be outcome-driven and standards-based, aimed to create a comprehensive, interdisciplinary scope and sequence with exemplary learning investigations and assessment tools that align with our selected standards and resources. Over time, the Understanding by Design process helps teachers center their curriculum and assessments on big ideas, essential questions and authentic student performance. Starting with the MYP and DP Unit Planners, we will collect, analyze and summarize evidence from multiple sources of data to determine how well students are doing on external accountability tests and real understanding of content. We will consider the root causes of any inadequacies in present achievement, and then develop and implement systemic actions to address those root causes, promote enduring learning and improve test scores.

d. *Students with Exceptional Needs:*

Students at DCI who have identified disabilities will receive their special education services (including related services) and accommodations in accordance with their IEPs, providing a free and appropriate public education in the least restrictive environment. Students who qualify for 504 Plans will receive reasonable accommodations per Section 504 of the Rehabilitation Act and the ADA. Students who are suspected of having a disability will be referred to the DCI’s Learning Support team for a multidisciplinary STARS meeting (Student/Teacher Achievement, Resources, Support) to review prereferral interventions and to determine whether further Tier 1 and 2 interventions are appropriate or whether to proceed directly to evaluation for special education. Parents will be involved from the earliest stages of the referral process and will be

¹⁷ Marzano, R. J. (2003). *What works in schools: Translating research into action*. Alexandria, VA: Association for Supervision and Curriculum Development.

¹⁸ Ibid.

¹⁹ Grant Wiggins and Jay McTighe (2005) *Understanding by Design, Expanded 2nd Edition*, Association for Supervision and Curriculum Development.

apprised of their due process rights under IDEA. We believe strongly that part of special education is educating parents and students about IDEA, disabilities, and collaboration in all stages of the referral, assessment, eligibility, and service planning and delivery process. All the Member Schools are members of the Special Education Cooperative in DC, which is an excellent source of technical assistance and training. Our partnership with the Special Education Program at George Mason University will continue through the DCI as it has at Yu Ying. Faculty there provides consultation, technical assistance, training, curriculum and assistive technology lending through the Kellar Library, and dissemination of emerging evidence-based practices.

In secondary school the emphasis of instruction and supports for students with disabilities emphasizes compensatory strategies and assistive technology more than the primarily remedial focus of the elementary program.²⁰ Secondary students need supports for the widest possible range of accommodations and technology that will allow them to participate fully in the curriculum from the outset and provide access to the general classroom. For example, for students with disabilities in *reading* assistance should allow for the use of Braille, screen-reader technology, or other assistive devices, while *writing* should include the use of a scribe, computer, or speech-to-text technology. In a similar vein, *speaking* and *listening* should be interpreted broadly to include sign language and augmentative communication devices. Our focus at DCI will be inclusion and co-teaching utilizing assistive technology and other accommodations to the maximum extent appropriate, with the understanding that the ADA and Section 504 of the Rehabilitation Act allow for this type of support in college and the workplace, as opposed to a primarily remediation-focus, which is not provided once students' entitlement to IDEA ends. This being said, the DCI will afford students with disabilities a continuum of services as described in IDEA to include resource and self-contained learning environments as determined appropriate by a student's IEP team.

Transition planning, essential to developing self-determination skills for our secondary students, will begin in grade 8 (which exceeds IDEA requirements) to ensure the high school experience includes an appropriate course of study and integrates planning for students' transition service needs (including related services such as community-based instruction and travel training). Related services such as Speech, OT, PT, and therapeutic counseling, and our evaluation for eligibility services will be provided through highly qualified vendors.

We expect that all our exceptional learners (those who are gifted, ELL, or who have disabilities) attending the DCI will find an educational path that meets their needs. Students can access higher-level courses without having to necessarily earn the accreditation from an exam. Students can earn IB credits without having to fulfill the requirements for the entire IB Diploma. Students can focus on earning the IBCC in order to enter the world of work with a credential. Students can earn both the IB diploma and the IBCC. Students can put more or less emphasis on their foreign language study through elective selection. Our goal at DCI is to offer a differentiated program of study to meet a diversity of learner needs and goals and to foster self-determination by helping students to make choices that reflect their goals for adult life.

²⁰ Conderman, G. and Katsiyannis, A. (2002) *Instructional Issues and Practices in Secondary Special Education*. Remedial and Special Education. 23 (3) pp. 169-179.

Yu Ying has a very strong program of instruction and supports for students with disabilities and has been awarded funding by the OSSE to disseminate its evidence-based practices to other schools. By extension, these same practices will be extended to secondary students in the DCI.

e. *English Language Learners:*

Special attention will be paid to English Language Learners at YY@DCI. Service provision models for these students will be inclusive, although students may require extra support in resource settings. Native Spanish speakers are anticipated to comprise roughly 98% of our ELL students, and another 2% will speak various other languages at home. DCI will employ a full-time ELL teacher/coordinator in its first year. This person will most likely be fluent in Spanish to address the needs of most ELL families and will work closely with the French, Spanish, and Chinese and English teachers to deliver instruction jointly to support ELL students, especially in critical literacy areas (language arts, math, science, and social studies). He/she will be provided technical assistance and training to address the needs of families and students for whom Spanish is not the native language. Foreign language teachers will also receive training in the needs of ELL students and will have expertise in the area of language acquisition and learning.

The partial immersion focus at DCI will be challenging for ELL students, but contrary to conventional assumptions, preliminary research suggests “third language children appear to be developing normally in terms of academics and ethnic identification, and there is no reason to expect that they will not continue to do so.”²¹ In addition, two promising findings from this study suggest that ELL students in third language immersion programs are academically successful (as measured by Stanford 9 scores) even if they are classified as living in poverty. The MYP and DP programmes, with their emphasis on cooperative learning, multiple intelligences, global collaboration and attitudes such as “tolerance”, “respect” and “empathy”, will provide a supportive atmosphere for both ELL students and English speakers to flourish as they tackle an unknown language.

YY currently employs a model (and will continue to do so with the DCI secondary students) developed by the New Teacher Center – a project of the Alliance for Excellent Education – that has been adopted by almost 200 school districts in more than 30 states, including the entire state of Hawaii and all New York City Schools. This resource consists of six research-based strategies identifying effective methods for developing English language learners’ content knowledge, use of academic language and interpersonal communication skills. These strategies also help native English speakers learn language that is not part of everyday English such as academic words like *algorithm* or *allegory*. We will train all staff to use this approach to help all students as they learn French/Spanish/Chinese and English.

²¹ Robland, R. (1997). Effects of two-way immersion on the ethnic identification of third language students: An exploratory study. *Bilingual Research Journal*, 21 (1) pp. 1-15.

*Six Strategies for Teachers of Language Learners*²²

<i>Vocabulary and Language Development</i>	Introducing new concepts by discussing key vocabulary words. Exploring specific academic terms like algorithm starts a sequence of lessons on larger math concepts and builds the students' background knowledge.
<i>Guided Interaction</i>	Structuring lessons so students work together to understand what they read by listening, speaking, reading and writing collaboratively about academic concepts in the text.
<i>Metacognition and Authentic Assessment</i>	Model and explicitly teaching thinking skills crucial to learning concepts, learning second languages and becoming highly proficient readers. Various assessments are employed because students require ways to demonstrate understanding of concepts that aren't reliant on advanced language skills.
<i>Explicit Instruction</i>	Directly teaching concepts, academic language, and reading comprehension strategies needed to complete classroom tasks
<i>Meaning-based Content and Universal Themes</i>	Employing meaningful aspects of students' lives to spur interest in academic concepts. Students are motivated and learn better when they connect concepts to their lives or cultural backgrounds.
<i>Modeling Graphic Organizers and Visuals</i>	Visual aids (i.e. diagrams and charts) help students, especially ELL students, recognize essential information and its relationship to supporting ideas making content and language more accessible.

The DCI will offer a 25-50% model of language immersion. Most subjects are taught in English (Math, Science, American Social Studies, Electives and English) and some (Foreign Literature, Electives, Foreign Social Studies, Foreign Language (Chinese, Spanish, and French)) will be taught in immersion languages. During English instructional periods, ELL learners will receive direct, individualized instruction aimed at developing English fluency by the school's ELL teacher/coordinator. Students will be provided with materials to be used at home (such as book and tape sets, computer programs) designed to reinforce English skills outside the classroom.

Because staff (both instructional faculty and business staff) will have a diversity of language ability, we anticipate little issue with communication with parents. At Yu Ying and the other feeder charters, all our communications are in multiple languages, as are our websites, forms, and meetings. Staff is available to translate for phone calls and in-person conferences.

²² Alliance for Excellent Education. (2005). *Accelerating academic language development: Six key strategies for teachers of English learners*. New Teacher Center at UC Santa Cruz.

f. Strategies for Providing Intensive Academic Support:

Students coming to secondary education performing substantially below grade level will be evaluated by our multidisciplinary STARS (Student/Teacher Achievement, Resources, Support) Team to determine the need for referral/ assessment for the presence of a disability, barring any other mitigating factors such as attendance or evidence of inadequate elementary teaching/curriculum. If an evaluation determines the presence of a disability, then the student will be afforded appropriate special education and related services in accordance with an IEP that reflects evidence-based practices within the Least Restrictive Environment.

Often, however, students come to middle school without basic literacy skills who do not present with a disability and some parents do not wish to pursue evaluation or eligibility. These students still need intensive academic support. The most conservative measure, which asked what percent of students are two or more years behind the average level of reading and mathematics achievement currently found among ninth graders, indicates that between a quarter to a third of ninth graders need extra help.²³

DCI will offer several programs and services designed to provide all students at risk (both with and without disabilities including students who may come to us with ELL needs) with the academic supports they need to access the curriculum successfully: These programs will be offered both during the school day and after school:

- **Think Through Math** is a research-based math intervention program designed to support students who are struggling. The program was developed to transition underperforming students to the rigor of the Common Core State Standards and to address the growing national concern regarding mathematics performance. The National Mathematics Advisory Panel's Final Report²⁴ states; "to prepare students for algebra, the curriculum must simultaneously develop conceptual understanding, computational fluency, and problem-solving skills." Many secondary-level students lack the foundations that are essential for success in Algebra I. With a focus on fundamentals, the program deepens students' understanding of critical mathematical concepts and improves higher-order thinking and problem-solving skills. Entirely Web-based, it focuses intervention in carefully sequenced lessons. Each lesson consists of step-by-step elements scaffolded and paced for students who struggle with math.
- **READ 180** Stage B (Grades 6-8), and Stage C (Grades 9 and up) is a reading technology program designed for students who are 2 or more years below grade level. Even though *READ 180* is designed for, and respectful of, below-grade-level students, it shares the same goals that the Common Core State Standards put forth: that students are able to read, question, comprehend, and respond to increasingly complex texts. *READ 180* exposes students to a wide range of quality texts while providing them the scaffolding needed to access, comprehend, and respond to grade-level content. The instruction

²³ Balfanz, R., James McPartland, J., and Shaw, A. (2002). *Re-conceptualizing Extra Help for High School Students in a High Standards Era*. Center for Social Organization of Schools, Johns Hopkins University.

²⁴ National Mathematics Advisory Panel. *Foundations for Success: The Final Report of the National Mathematics Advisory Panel*, U.S. Department of Education: Washington, DC, 2008

provides daily opportunities for writing and teaches students how to support their arguments with textual evidence.

- **Reading Assistant** technology provides real-time corrective feedback via speech recognition, enabling students to self-correct as they are reading aloud. The software provides more than 300 leveled reading selections aligned with Common Core State Standards, including science, history, and social studies. It features a range of reading levels to allow for differentiated instruction. The software includes a variety of genres supporting elementary to high school curriculum, including both literature and informational text at all reading levels. In a study with aggregated results of over 2,000 students, use of Reading Assistant in addition to classroom instruction produced 50% more gains than expected in fluency, vocabulary, and comprehension.
- **Fast ForWord** software supports both Special Education and English Language Learners by simultaneously developing academic skills critical for reading, such as English language conventions, phonemic awareness, vocabulary and comprehension. In a study of students with limited English proficiency, 79% of the students increased their proficiency by one or more levels in one school year. In addition, 68% of the students progressed from Intermediate to Proficient vs. an expected 38% of students.
- **AVID (Advancement Via Individual Determination)** is an academic-readiness program designed to increase the number of students enrolling in four-year colleges. It focuses on the least served students in the academic middle. In AVID classes, students develop skills in writing, inquiry, collaboration, and reading. All AVID students take at least one advanced academic course. DCI will apply to be an AVID school site.
- **GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs):** The GEAR UP Program provides financial support for academic and related support services for eligible low-income students, including students with disabilities, to enable them to obtain a secondary school diploma and to prepare for, and succeed in, postsecondary education. DCI will apply to be a GEAR UP school site.
- **Peer Tutoring:** As part of their Community Service Action Project, students will be offered the opportunity to provide structured after-school tutoring to peers who require support in content areas. This tutoring will be monitored and supported by DCI staff. We will also seek content-area tutors from surrounding colleges and universities and from other programs/businesses on the Walter Reed campus.

3. Student Performance

Students in DC public and charter schools will be assessed through the crosswalk of the Common Core and DC Standards DC CAS in the following areas through 2013:

Reading: grades 6-10

Writing: grades 7 and 10

Math: grades 6-8 and 10

Science: grade 8 and Biology

Health: grade 8 and high school

Beginning in 2014-2015 all DC students will be assessed on the Common Core Standards using the Partnership for Assessment of Readiness for College and Careers (PARCC) online assessments as per DC regulations.

Students at DCI will also be assessed through the IBO's assessments. IB assessments are designed to emphasize the development of higher-order cognitive skills. They are criterion-related and focus on students' ability to think analytically and critically, to integrate and apply their learning, to work collaboratively and to communicate what they have learned in writing and orally. The assessments use varied tasks that evaluate students' abilities in these areas and may include: oral, multiple choice, short answer, portfolio, essay, exhibition, performance and/or independent research.

Most subjects have at least three or four separate assessment components, including internal and external assessments. Internal assessments are administered and marked by IB teachers, which is then moderated by the IBO. External assessments are standardized throughout the world with all students sitting for their written examinations over a three-week period in either May or November. The balance between internal and external assessment ensures that all objectives of the course are adequately and appropriately assessed.

The IB diploma is awarded to students who meet the subject requirements, receive a minimum score of 24 points, and satisfactorily complete the core components, including the extended essay, theory of knowledge, and creativity, action, service. The highest total available for a Diploma Programme student is 45 points. Scores are based on the grades of 1 to 7 awarded for each of the six subjects, for a total of 42 points, and up to 3 additional points for the core components.

Students taking French may earn either the DELF (Diplôme d'Etudes en Langue Française) and/or DALF (Diplôme Approfondi de Langue Française), which are official qualifications awarded by the French Ministry of Education to certify the competency of candidates from outside France in the French language. DELF and DALF are composed of 6 independent diplomas that correspond to the levels of the Common European Framework of Reference for Languages ranging from basic to proficient. There is a specially adapted version of the DELF for teenagers.

The examinations can be taken in 900 approved examination centers in 154 countries.

The DELF and DALF qualifications are under the authority of the Commission Nationale du DELF et du DALF [National Commission for DELF and DALF] whose headquarters are at the CIEP. The 6 diplomas that make up DELF and DALF are completely independent. This means that candidates can register for the examination of their choice, according to their level. At each level, 4 skills are evaluated: listening, speaking, reading and writing. (<http://www.ciep.fr/en/delfdalf/index.php>)

Students taking Spanish may earn the D.E.L.E. (Diplomas of Spanish as a Foreign Language), which is the official accreditation of the degree of fluency of the Spanish Language, issued and recognized by the Ministry of Education, Culture and Sport of Spain. The Instituto Cervantes is the institution in charge of organizing the exams, while the University of Salamanca is in charge of the preparation, correction and final evaluation of all the tests. There are two registration/administration centers in Washington DC. (<http://www.dele.org/>)

Students taking Chinese (Mandarin) may earn the Hanyu Shuiping Kaoshi, known as HSK or the Chinese Proficiency Test. This is a standardized test at the state level designed and developed by the HSK Center of Beijing Language and Culture University to assess the Chinese proficiency of non-native speakers (foreigners, overseas Chinese and students of Chinese national minorities). HSK consists of the basic Chinese proficiency test (HSK Basic), the elementary and intermediate Chinese proficiency test (HSK Elementary-Intermediate) and the advanced Chinese proficiency test (HSK Advanced). HSK is held regularly in China and other countries each year. While not currently offered in the US, we are working with the HSK to see how our students can take advantage of the opportunity to earn this credential, as currently no other Mandarin credential options exist. Certificates of HSK will be issued to those who have secured the required scores. There are 11 score levels within the HSK, of which Level 3 to 5 signify Basic, Level 6 to 8 Elementary and Intermediate, and Level 9 to 11 Advanced. (<http://www.hsk.org.cn/english/default.aspx>)

b. Gateway Measures:

The IBO curriculum framework provides specific assessment methods that determine if and how students have mastered course/subject content for each course in its articulated scope and sequence. These assessments will be used as gateway measures for promotion and prerequisites. Students must receive both a passing grade in the class and pass the IB assessment to earn IB credit.

DCI will identify students who have become credit deficient and intervene to help them recover credits to keep them on track for graduation. Identifying factors for students include: being retained, over age for their grade level, or credit deficient by 1.0 credit or more in a core course

The interventions will follow this order and will be based on these criteria:

Criteria	Order of interventions
0.5 to 1.0 credit deficient	Summer school, or other accredited online course OR Makeup next year if class schedule allows

1.5 to 3.0 credits deficient	Summer school, or other accredited online course AND Makeup next year if class schedule allows, or other accredited online course
3.5+ credits deficient and <10.0 total credits earned	Summer school, or other accredited online course AND Makeup next year if class schedule allows or other accredited online course

In addition to passing courses and IBO assessments, the following gateway measures will be used to determine students' college, career, and language ability readiness:

The National Career Readiness Certificate: The NCRC Plus (developed by the ACT) is an industry-recognized, portable, evidence-based credential that certifies essential skills needed for workplace success. The foundational skills certified by the NCRC Plus are recognized by thousands of employers as essential for workplace success and career advancement and will serve as the credential for our IBCC certificate option. The NRCC Plus is used across all sectors of the economy and verifies the following cognitive skills:

- Problem solving
- Critical thinking
- Reading and using work-related text
- Applying information from workplace documents to solve problems
- Applying mathematical reasoning to work-related problems
- Setting up and performing work-related mathematical calculations
- Locating, synthesizing, and applying information presented graphically
- Comparing, summarizing, and analyzing information presented in multiple related graphics

Foundational knowledge and skills related to job tasks are the most valid predictors of work performance. Combining measures of cognitive skills with measures of work-related behaviors—or soft skills—brings even greater accuracy to predictions about an individual's success at work or in training. In addition to the cognitive skills listed above, the NCRC Plus ranks individuals in the following soft skills categories:

- Work Discipline: Productivity and dependability
- Teamwork: Tolerance, communication, and attitude
- Customer Service Orientation: Interpersonal skills and perseverance
- Managerial Potential: Persuasion, enthusiasm, and problem solving

The NCRC Plus ranks individuals with 1–4 stars in each of the categories listed above. Higher numbers of stars reflect personal characteristics that indicate stronger inclination for success. Individuals can earn the NCRC Plus by taking the WorkKeys Talent Assessment. We expect that at least 70% of our students each year will earn the NCRC Plus Certificate by the

second semester of their senior year. This will also serve as the credential to obtain the IBCC Diploma.

ACT College Readiness Benchmarks: EXPLORE is a curriculum-based assessment program developed by ACT to help eighth and ninth graders devise a high school course work plan preparing them to achieve their post-high school goals. EXPLORE is complemented by PLAN®, ACT’s tenth-grade program, and by the ACT®, for eleventh and twelfth graders. Besides giving parents and students an understanding of educational progress against a national norm, the information in the College Readiness Standards Reports helps answer questions like:

- How can our instructional emphasis be modified to produce improved results?
- What special support, if any, do our students need?
- How can our instructional program be made more effective?
- What additional steps can be taken to increase learning?
- What are the gaps in our curriculum, if any?

The benchmarks are scores on the ACT subject-area tests that represent the level of achievement required for students to have a 50% chance of obtaining a B or higher or about a 75% chance of obtaining a C or higher in corresponding credit-bearing first-year college courses. These college courses include English composition, college algebra, introductory social science courses, and biology. Based on a nationally representative sample of 98 institutions and more than 90,000 students, the Benchmarks are median course placement values for these institutions and as such represent a *typical* set of expectations. The ACT College Readiness Benchmarks are:

College Course	ACT Subject-Area Test	EXPLORE Benchmark Grade 8	EXPLORE Benchmark Grade 9	PLAN Benchmark	ACT Benchmark
English Composition	English	13	14	15	18
College Algebra	Mathematics	17	18	19	22
Social Sciences	Reading	15	16	17	21
Biology	Science	20	20	21	24

We expect that at least 60% of students each year will achieve the ACT benchmark score for their grade.

ACTFL Standards: All three target languages for students will be assessed through ACTFL Standards and benchmarking. At least 50% of students who are staying with the language from their elementary experience should achieve the ACTFL Advanced Mid to Advanced High Standards. Students wishing to achieve the IB Bilingual Diploma must achieve the ACTFL Advanced High status. Of students who are new to the DCI and have not participated in elementary school language immersion (or those who decide to start a new language once at the DCI) at least 50% will be expected to achieve ACTFL Intermediate High status. See Appendix 1 for ACTFL Standards and descriptions.

Resources used in the development of Language Proficiency Indicators:

- ACTFL Proficiency Guidelines (American Council for Teachers of Foreign Languages)
- Teacher Observation Matrix for Student Oral Proficiency Assessment – SOPA (Center for Applied Linguistics)
- Linguafolio Self-Assessment Checklist (National Council of State Supervisors for Languages)
- Linguafolio Jr. Language Passport, Biography and Dossier (Kentucky Department of Education and Virginia Department of Education)
- Student Oral Proficiency Assessment (SOPA) grades 2-8
- CAL Oral Proficiency Exam (COPE) grades 5-8

The Early Warning Data System (EWDS) Tool²⁵ will assist DCI in monitoring and achieving its leading indicator data. The EWDS was originally developed by the National High School Center (NHSC) at the American Institutes for Research (AIR) to calculate automatically the high-yield indicators related to dropout. The Texas Comprehensive Center (TXCC) at SEDL adapted the EWDS to produce a customized database version of the tool called the Early Warning Data System (EWDS).

The program provides support for eighth grade students who are transitioning to the ninth grade and who are at risk of low performance and/or failure. The tool tracks research-based ninth-grade indicators related to high school dropout, such as attendance and academics, and automatically flags students who are below the specified benchmarks leading to graduation. It has also been modified to track behavior referrals. It provides leading indicators so that school staff can quickly review data and plan interventions as early as 20 to 30 days after the beginning of the school year. Additional data points are incorporated at each grading period and at the end of the year to allow for intervention planning for summer or the beginning of the following year. EWDS can also track a student's progress during the intervention period. This allows staff to recognize quickly when an intervention is not having the desired effect and to adjust it to ensure student success.

²⁵ Kennelly L., & Monrad, M. (2007). Approaches to dropout prevention: Heeding early warning signs with appropriate interventions. Washington, DC: National High School Center at the American Institutes for Research. Retrieved from http://www.betterhighschools.org/docs/NHSC_ApproachesToDropoutPrevention.pdf

4. Support for Learning

a. Parent Involvement:

DCI, in partnership with its parent community, will prioritize student success and lifelong learning. These core values serve as milestones for goal setting and are the foundation of our shared commitment with our parents and the community. DCI administration and teachers will work with students and parents to encourage student success and lifelong learning.

We will be applying for a grant from the Flamboyant Foundation to help us build our capacity to reach out and partner effectively with families. Flamboyant defines family engagement as the collaboration between families and schools that drives student achievement. Research shows that students do better in school and in life when their parents are engaged in their education. Teachers are only with children an average 14% of their time, so it is essential that families reinforce messages about learning outside of school. Parents most important roles include: having high expectations, constantly reinforcing the value of education, monitoring performance and holding children accountable, supporting learning, guiding children through important decisions, and advocating for them.

Family engagement efforts will focus on equipping parents by giving them timely, individualized and actionable information about what children are learning in school, how they are learning it, and what families can do to support that learning at home. Teachers will communicate regularly with families to understand their hopes and dreams for their child, to co-construct academic goals to help achieve those hopes and dreams, and to report on the student's progress in meeting those goals.

All parents of enrolled students will attend an orientation prior to the beginning of the school year in August. We will hold two sessions, one in the evening and one on a weekend. We will introduce the parents to the school, IB programmes, immersion and school policies and culture. As this will be a rigorous academic program, we want parents to understand and commit to the program. The orientation will emphasize the need for school leaders, parents, teachers and students to work together to achieve our mission. Parent orientation provides a basis from which to develop powerful and effective partnerships with all students and parents coming into our community.

Parents of students in the AVID program encourage their children to achieve academically, participate on an advisory board and in AVID parent and site team meetings, and maintain regular contact with the AVID coordinator. Many parents and students participate in AVID Family Workshops.

A major component of GEAR UP, which offers financial aid and encourages campus tours, is parental engagement through programs at the high school and college campus levels.

Service experiences enable the DCI community to connect to the wider community as a whole. Each semester, the entire school will collaborate on a Saturday service project such as working in a community garden or fundraising for school or community needs. Service Learning Events will instill in our parents, students and our community the need to contribute towards our society. Developing these critical relationships between parents, students, teachers and the community

will make the mission of the International Baccalaureate Program and DCI come to life. Parents will become familiar with the school mission, the learner profile and the culture of the school and aid in the development of a continuous positive and successful school culture.

All parents will be expected to participate in the life of the school providing a tangible connection to the school and its mission and much needed assistance in the start up phase of the school. Parents will be asked to donate at least 20 hours of some sort of service each year such as: helping out with mailing, setting up for an events, researching grants, etc. depending on availability and skill set. One component of the enrollment form will allow parents to sign up and list how they would like to contribute.

Parents will automatically be members of the Parent Association and also be invited to participate in numerous standing committees. Facilities, marketing, fundraising, technology and development will all require dedicated individuals to address particular needs, as well as facilitate dances, proms, community/international aid events, and other activities. A minimum of two seats will be set aside for parent representatives to contribute to the leadership of DCI on the school management organization's Board of Trustees.

Conference times will be arranged with work schedules in mind. In order to actively engage our parents and learning community, we will employ a range of communication methods to ensure that parents have all of the pertinent information they need. Electronic newsletters and the school website will be available in a range of languages (Spanish, French English and Chinese) to ensure that parents are kept up to date. We will also use email and a web-based parent portal to communicate with parents to reduce our carbon footprint and to communicate more efficiently.

We plan to offer evening or weekend conversational Chinese, French, Spanish and English classes to parents and community members who are interested. We are seeking partners and volunteers from our parent community who can help us provide these classes or refer interested parents to adult literacy workshops and classes to help them develop skills that will ensure success for their children.

b. Community Participation:

Our students have the unique opportunity of living and learning in one of America's most internationally diverse cities: home to 174 embassies, hundreds of international organizations, museums, and a variety of global communities. Students at DCI will benefit from the rich offerings of the Washington DC Metropolitan area for their curriculum content, guest speakers, internship experiences, after school clubs, field trips, college visits, and family support. All four feeder schools have rich community relationships and partnerships that will be ongoing. New relationships in addition to Gear Up and AVID include:

- Washington International Tregaron (upper campus), Glasgow Middle School in Fairfax County and Banneker HS in DC for IB-related collaboration
- DC Center for Global Education and Leadership for study abroad and international education resources and supports
- Georgetown University Center on Education and the Workforce for guidance and information on aligning education and training with labor market demand and

- qualifications (including “green” jobs).
- Center for International Education to facilitate opportunities to internationalize curricula and to foster student action, locally, nationally and internationally.
- Howard University Hospital for internship and career exploration activities through its Ambulatory Care program (our new neighbor at the Walter Reed Campus)
- DC Youth Orchestra
- What Kids Can Do

And most important:

- Our feeder schools: Yu Ying, EW Stokes, LAMB, and Mundo Verde. Our students’ connections to their “home” school will provide a strong source of community support and opportunities for our students’ Personal Projects, internships, CAS, after-school jobs, and other IB MYP and DP requirements through activities such as mentoring, tutoring, providing childcare, after school activities, and community projects.

c. *School Organization and Culture:*

The DCI will maintain Yu Ying’s unwavering focus on student achievement and the transmission of a life-long love of learning in order to maximize the full potential of our students. YY@DCI students will reflect YY’s core values and the common values of the Member Schools at the DCI. As such, YY@DCI students will be Global Citizens who are internationally-minded, lifelong learners who act for environmental sustainability and Social Justice. Our students will have a disciplined and positive school culture where students are held responsible for their behavior by the choices they make. The discipline program will be clearly outlined and documented in the student handbook and will be based on making sound choices, with consequences that are meaningful, natural and provide learning opportunities rather than being punitive in nature.

REAL-Time (relationships, engagement, academics and life skills) is a school-wide structure and program specifically designed to meet the needs of diverse middle school learners and prepare them for academic success. Developed by our partners at Glasgow Middle School in Fairfax through a federal grant, REAL-Time helps all students develop and strengthen relationships with other students and caring adults, take ownership of their learning, and develop important academic and life self-determination skills such as setting personal and academic goals, learning metacognitive strategies and organizational skills. REAL-Time classes are grouped together and connected to a teacher, school counselor, and administrator. A student’s REAL-Time teacher, administrator, and school counselor stay the same for all three years of middle school. All 6-8th grade students (and new or at-risk 9th grade students) are required to participate in REAL-Time every day during 8th period. Each month, classes focus on one PBIS goal and one aspect of the IB Learner Profile. REAL-Time classes are small (approximately 15 or fewer students) and consist of a mix of 6th, 7th, 8th, and 9th* grade students.

*Only new 9th graders or those 9th graders deemed at-risk

As in Yu Ying's elementary grades, the goal of YY@DCI is to develop students who embody the IB Learner Profile. School culture is shaped by high expectations coupled with targeted supports for all learners. Within the framework of the academically rigorous International Baccalaureate Middle Years and Diploma Programmes, using school-wide approaches to learning and behavior, we want all the adults in our students' lives; family members, faculty, coaches, etc. to communicate a "We-Expect-Success" attitude.

In his essay, "Masters of Motivation", author Jonathan Saphier²⁶ discusses how the belief in "effort-based ability" conveys hope and promise to all students, even those who are disadvantaged or behind academically. This belief is based on the principle that all students can learn and achieve and the belief that effective effort, not innate ability, is the main determinant of achievement. All students will receive three critical messages at every turn from every adult and from the policies, practices and procedures of the organization:

1. What we're doing here is important.
2. You can do it!
3. We're not going to give up on you—even if you give up on yourself.

d. Extracurricular Activities:

Students at the DCI campus will have a variety of choices in extracurricular activities encompassing teacher-led, after-school staff-led, and student-led (with adult sponsorship) opportunities. The goals of our before and after school programs are to:

1. Provide a healthy, safe environment
2. Foster high expectations for participants
3. Foster consistent, positive relationships and a sense of community
4. Support the needs of working families
5. Support healthy behavior and physical well being
6. Strengthen young people's academic skills
7. Support the exploration of interests and the development of skills and creativity
8. Support youth leadership development
9. Promote community engagement and respect for diversity.
10. Promote service-learning opportunities

DCI before and after-school activities will reflect the missions and purposes of the Member Schools and the DCI collective and reinforce academic and community goals. The result will be positive outcomes for youth including program engagement, social development, development of program-content skills, attachment to school and community and high educational performance.

²⁶ Saphier, Jonathan. "Masters of Motivation", Chapter 5 in *On Common Ground: The Power of Professional Learning Communities* edited by Dufour, Eaker, and Dufour, (2005). National Educational Service, Indiana.

Before School Offerings:

Before-School Breakfast Program: An optional before-school breakfast program will be offered each day school is in session. Students, especially those qualifying for Free and Reduced School Meals (FARMS), are encouraged to attend to ensure they begin each day well-nourished.

Peer Tutoring: In addition to breakfast, we will also offer peer-tutoring activities. School staff will supervise the program and student volunteers will provide tutoring.

Check and Connect: As part of our PBS program, students identified as being at Tier 2 status for behavioral/social supports will meet with a designated staff mentor each morning to ensure more pro-social and pro-academic behaviors.²⁷

After-School Offerings:

An after-school program will be offered each afternoon that school is in session from 3:30 to 5:30pm. Each student may sign up for enrichment activities for each period. After-School activities may be dependent on grade point averages: some may be mandatory for at-risk students, and others may be available only to students in good academic standing.

After School activities will be funded through fees paid by families, public funding and private funding when available. We anticipate some activities will be free and others will require activity fees with discounts for FARMS students. Examples of after-school activities include:

- Drama Society
- Organizations that promote service
- Homework help
- International Service Club
- Debate
- Electronic Gaming
- Roots and Shoots (environmental/sustainability)
- National Honor Society
- National Forensic League
- Peer Mediation
- Model UN
- Chess club
- French/Spanish/Chinese Clubs
- Sign Language
- Peer Mediation
- Habitat for Humanity
- Student Government
- Mock Trial
- Sports: lacrosse, soccer, volleyball, badminton, martial arts, golf

²⁷ Christenson, S. (2009). The relevance of engagement for students at-risk of educational failure: Findings and lessons from Check & Connect research. In J. Morton (Ed.), *Engaging young people in learning: Why does it matter and what can we do?: Conference proceedings* (pp. 36–84). Wellington, New Zealand: NZCER Press.

Summer Session: For three weeks each summer, DCI will operate a summer school program aimed at supporting language, credit recovery and skill remediation.

Summer Travel-Abroad: Students will have the opportunity to engage in summer educational studies and service abroad through school programs and organizations like Where There Be Dragons, Lifeworks International, Visions Service Adventures, and Global Volunteers.

e. Safety, Order, and Student Discipline:

DCI will adopt policies, procedures and plans to ensure a safe and supportive school environment that:

- Emphasizes care, effective communication and quality relationships based on mutual respect;
- Values effort, presents achievable but challenging expectations, builds self esteem and encourages students to be responsible and independent learners; and
- Promotes the development of knowledgeable, morally and socially responsible citizens who are capable of self-fulfillment.

DCI will have zero tolerance policies with regard to drugs, weapons, violence and threats of violence. The school culture and student discipline will create an orderly environment in which students can embark on their journeys as lifelong learners. DCI administrators will meet with federal and city safety officials and request that the school is updated regularly on security issues and measures needed to ensure the safety of our students and staff. The school will ensure all administrators and designated staff have step-by-step procedures for reporting and handling serious incidents occurring close to the school. Such incidents will be reported to the Metropolitan Police Department. All staff will be trained in how and when to activate our emergency response plan. The school will undertake random drills to test the evacuation plan.

DCI students are expected to demonstrate the attributes of the Learner Profile to ensure that they always:

- Foster their own and others' learning;
- Listen to and follow the instructions of staff members;
- Treat themselves and others in a respectful way;
- Attempt to solve problems in a responsible way.
- Work, play and move in a way that ensures the safety of themselves, others, and school property.

These expectations apply to all students during all school activities including class, after-school activities, and other special events. Parents and guardians also play an integral role in creating a Safe and Supportive School Environment.

Parents/guardians have the right to:

- Be a partner in a supportive and safe school environment that fosters quality relationships, mutual respect and effective communication.
- See their child experiencing success through meaningful and relevant curriculum.
- Feel safe
- Be treated with care, cooperation, courtesy and respect

Parents/guardians have a responsibility to:

- Actively support and contribute to the development of a safe and supportive school environment
- Support and encourage their children to participate to the best of their ability in all aspects of the curriculum
- Behave in a way that respects and supports the safety and well being of self and others
- Treat others with care, cooperation, courtesy and respect.

Parents and Guardians will be encouraged to

- Inform the school of any situation or information that is relevant and concerns their children’s behavior;
- Encourage their children to follow the School Rules and Student Profile;
- Support their children in taking responsibility for their behavior by using problem solving strategies.
- Attend any meetings arranged by the school to discuss their children’s behavior; and
- Work in partnership with DCI to develop a safe and supportive school environment.

The following are categories of inappropriate behaviors and the attending consequences to support behavior change:

LEVEL 1	LEVEL 2	LEVEL 3
Low level, minor, infrequent behaviors that do not significantly interrupt the teaching and learning of others: Off task Not finishing work or homework Non compliance	Persistent behaviors that disrupt teaching and learning, or repeated Level 1 Behaviors. Non compliance Defiance or disrespect Swearing or other verbal abuse Sexual or racial harassment Teasing or bullying	Repeated Level 2 Behaviors, Extreme Violence, Dangerous or Illegal Behaviors while under school jurisdiction: Extreme violence towards self, others or property Using, possessing or distributing tobacco, alcohol or other chemical products.

Inappropriate moving around the school Using inappropriate language Chewing gum Littering Spitting Bringing inappropriate items to school Being late Being in an inappropriate area	Physical abuse, fighting Unsafe play Theft Vandalism or graffiti Leaving school without permission, truancy Inappropriate use of computers Cheating	Possessing dangerous items or weapons Possessing or accessing pornographic material Computer hacking, trashing or interfering in any way with another persons' work or intellectual property
Logical and planned interventions (Least to most intrusive) Clear Direction Rule Reminder Choice Logical Consequence Time Out/Loss of privileges Family Conference	Planned Team Support which will involve teachers, parents, counselors, administration and may include: Grade reduction Suspension of privileges Time in an alternate setting Contracts Family Conference Individual Behavior Plan/Counseling Suspension	Planned team support which will involve parents, teachers, counselor, administrators and other support agencies as appropriate: Family Conference In-School Suspension Drug testing (urine testing) Suspension Expulsion

Through Positive Behavior Interventions and Supports (PBIS) The DCI aims to:

- Recognize and promote responsible and positive behavior;
- Provide a consistent approach to managing inappropriate behavior by applying fair and logical consequences;
- Encourage students to take responsibility for their own behavior by teaching and promoting problem solving and conflict management skills.
- Promote restitution over removal
- Not rely on suspension or expulsion for discipline and have a <1% expulsion rate.

While observing the standard code of discipline and levels of consequences established by all schools (and based on those of our elementary feeder schools), DCI will implement a formal Positive Behavior Interventions and Supports (PBIS) program to establish a respectful community and a safe environment for all students, teachers, and staff. The PBIS team made of teachers, parents, and students will create and maintain a clear and consistent system of positive expectations for the entire school; a system in which all school members understand those expectations and understand why and how these expectations benefit the school community.

PBIS is a team-based approach that includes modeling, teaching, and recognizing appropriate behaviors. It creates, maintains, and teaches behaviors that support a more peaceful world and an environment that facilitates growth.

We want students to find affirming adult and peer role models, regular opportunities to

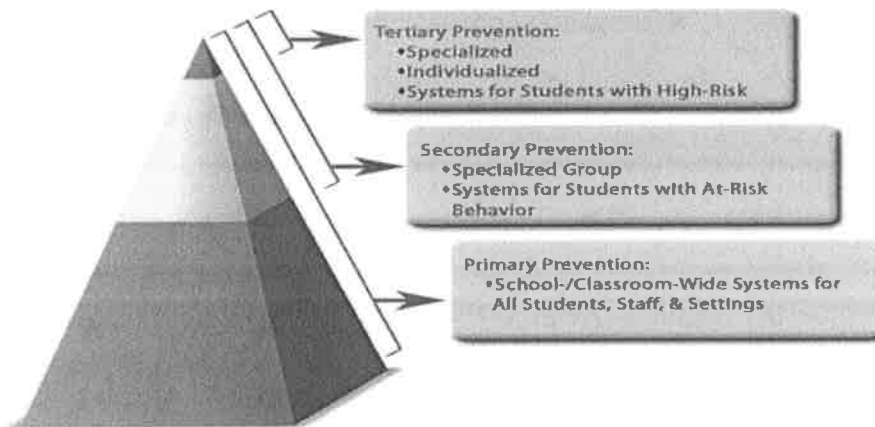
experience academic and social success, and social exchanges that foster enduring peer and adult relationships. Students will learn and demonstrate the DCI Principles: Respect Ourselves, Respect Our Community, and Respect Our Environment.

The PBIS Plan will implement and maintain a “Living above the Line” incentive that helps students become more self-determined by taking ownership of their behavior. The team process for PBIS includes:

1. Establishing clear expectations for all students in all settings of the school
2. Identifying positively stated rules for each expectation tailored to every setting of the school
3. Teaching students these expectations and rules
4. Reinforcing students who behave according to the school's expectations/rules
5. Differentiating between minor (classroom-managed) and major (office-managed) behaviors
6. Developing specific consequences for students who choose not to conform to school expectations/rules
7. Ongoing evaluation of behavioral data and academic data

Our PBS features a continuum of school-wide instructional and behavioral supports:

Continuum of School-Wide Instructional & Positive Behavior Support



source: OSEP Technical Assistance Center on Positive Behavioral Interventions and Supports: www.pbis.org

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

Based on well-established research, Yu Ying instituted a professional development program for teachers proposed by Ball and Cohen (1999)²⁸ that emphasizes practice-based theory of professional education enabling teachers to “support much deeper and more complex learning for their students”. Such instruction requires:

²⁸ Ball, D.L. and Cohen, D. K. (1999). Developing practice, developing practitioners: Toward a practice-based theory of professional education. In G. Sykes and L. Darling-Hammond (Eds.). Teaching as the learning profession: Handbook of policy and practice (pp. 3-32). San Francisco: Jossey Bass.

- Understanding of subject matter;
- Knowledge of both students' common ideas and misconceptions related to the subject matter and also the thinking of individual students;
- Understanding of, and sensitivity to, cultural, ethnic and gender differences;
- Knowledge of how children learn;
- A repertoire of flexible, adaptable teaching strategies to engage learners.

Ball and Cohen proposed that teachers could develop these capacities by learning in and from practice. Such education would focus on learning professional performance, cultivate the knowledge and skills outlined above, and would be centered in teachers' professional practice.

Based on Yu Ying's experience, teachers' learning at DCI will be supported by colleagues in communities of practice, as they reflect together on recent research, samples of student work, and/or videotaped lessons. Each teacher at DCI will be expected to participate in the following teaming events on a weekly basis:

1. Vertical teaming with teachers to promote continuity for students. To make the curricular continuum coherent for the students, teachers at both levels (middle and high school) need to be aware of the curriculum progression beyond the age group(s) and subject(s) for which they are directly responsible. Schools are expected by the IBO to organize staff meetings at which experiences are shared, cooperation sought, and linking work among departments developed. Teaching the MYP and DP requires this vertical planning.
2. Cross-curricular, horizontal teaming to provide interdisciplinary instruction and to encourage consistency among grade levels and within departments. Horizontal planning will take place on two levels. In departments through course teams of teachers in the same subject area, planning will ensure continuity of content delivery and assessment criteria. In grade levels through interdepartmental discussions among teachers, planning will develop awareness among teachers about content, processes and objectives taught in other subjects. The MYP requires teachers to consider their subject as part of a group within this framework. The MYP and DP require this horizontal planning by teams of teachers.

In addition, the following professional development will be offered (and required):

- **IB Training:** The IB MYP and DP demand the best from both motivated students and teachers. Schools can access an extensive package of IB professional development for teachers and administrators and must commit to ongoing professional development. IBO Teams visit IB World Schools from time to time in order to support an ongoing process of review and development, using standards and practices that apply to all IB World Schools. Any school wishing to offer any of the IB Programmes and attain IB World School status must first go through the authorization process. The requirements for authorization are the same for all schools.

- **Dual Language Teacher Training Curriculum (Dual U)**
This eight-module curriculum assists elementary and secondary teachers and administrators in developing, implementing, and assessing dual language programs (two-way immersion programs, developmental bilingual, and foreign language immersion).
- **Co-training with our partner IB Schools:** Glasgow Middle School (FCPS, MYP) Stuart High School (FCPS, DP), Banneker High School (DCPS, DP), and Washington International School (WIS).
- **The Mid-Atlantic Association of IB World Schools:** an organization of International Baccalaureate schools in Delaware, Maryland, Virginia, and the District of Columbia. The organization aids its members through regular meetings of coordinators and heads of schools, networking sessions for specific IB subjects, and many other activities and trainings for teachers and students.
- **Online Course on Linguistic Accommodations by SEDL:**
English language learners (ELLs) have the challenge of learning English and rigorous academic content simultaneously. Learning Sciences International, in collaboration with the Texas Education Agency, Center on Instruction, and the Texas Comprehensive Center, has developed an online module titled "Overview of Providing Linguistic Accommodations to English Language Learners During Instruction." This module expands educators' knowledge of ELL linguistic accommodations so that they can better help students attain high levels of English proficiency and academic success.
- **Discipline-specific training:** through our partnerships with GMU, OSSE, the Special Education Cooperative, FOCUS, and in-house expertise.
- **CARLA Summer Institutes for Language Teachers:** Each summer CARLA offers a wide array of professional development opportunities for K-16 language teachers including "Improving Language Learning through Strategies-Based Instruction."
- **Flamboyant Family Engagement Training** for all administrators and staff through DC partnership and open source curricula.

Constant learning and continuous improvement are essential to the professional development of all Washington Yu Ying professionals. For learning and improvement to occur, faculty, school leaders, and support staff will analyze a stream of data from assessments as follows to help determine professional development needs:

- **Student Assessment Data:** Standardized tests are a vital tool for improvement and DCI will develop both its own interim assessments and annual standardized testing to gauge both absolute achievement and growth.
- **Teacher Performance Assessment Data:** A variety of tools will be used across DCI in order to assess teacher job performance and success. This data will be used to build a dynamic professional development model.
- **School Report Cards:** A school report card circulated each year for board review articulates the mission-driven performance data for the school each year and helps to assess achievement of school goals in the interim and for the long term.

g. Structure of the School Day and Year.

Schedules/Logistics/Key features:

Student hours: Monday through Friday, 8:15 am to 3:30 pm. 181 days

Staff hours: Monday through Friday, 7:45 am to 4:00 pm. 196 days

Aftercare: Intramurals/Tutoring/Clubs: 3:30-5:30 Middle School Students may stay after school as long as they are assigned to a specific activity or are in formal aftercare activities. High School students are welcome to stay on campus until 6pm or later as staffed for work on projects in clubs etc.

Holidays: Labor Day, Veterans Day, Thanksgiving, Winter Holiday, Martin Luther King, Jr. Day, President's Day, Spring Break, Emancipation Day, Memorial Day

4 grade reporting periods per year. (quarters and semesters system)

8 Period Day: no block scheduling

- Students will have instruction in all content areas every day. Continuity in instruction is very important in classes like mathematics.
- The amount of weekly instructional time per class increases from 225 to 250 minutes over block-schedule models. Over the course of a school year, 15 hours of additional instruction is gained in each class.
- Since double-blocking classes is not necessary, students will have more choices in their schedules.
- The number of elective opportunities increases.
- An eight-period day is more compatible with brain research because students are more likely to stay engaged in learning for 47 minutes rather than 90 minutes.
- This schedule allows more flexibility to provide quality intervention for struggling students during the school day.
- Absent students will have an easier time staying on track.
- This schedule aligns with the expected assessment changes for the Common Core Assessments.

Sample Schedule (8-Period)

- Classes will be 47 minutes each
- Classes will run for one or two 18-week semesters
- Mandatory REAL TIME period required for middle school students and freshmen* (*new freshmen are required to take this class and freshman with B or better GPA are exempt from this requirement)
- Exempt freshmen and sophomores may elect to take an additional academic class, elective, or career internship
- Lunch is 30 minutes during the day. Middle and High School students eat in different shifts.

Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
Math 6	Math 7	Algebra	Geometry	Algebra 2 / Trigonometry	Precalculus	Calculus
English 6	English 7	English 8	English 9	English 10 American Lit.	English 11 World Lit.	English 12 World Lit.
Science 6	Science 7	Earth Science	Biology	Chemistry	Physics	Environmental Systems
Social Studies 6	Social Studies 7	World Civilizations & Geography I	World Civilizations & Geography II	U.S. Government	IB History of the Americas HL	IB World History HL
Elective	Elective	Elective	Elective	Elective	Elective	Elective
PE/ Health	PE/ Health	PE/ Health	PE/ Health	PE/ Health	Theory of Knowledge	Theory of Knowledge
Language B	Language B	Language B	Language B	Language B	Language B	Language B
REAL time	REAL time	REAL time	*REAL time or Lang. B elective	Language B Elective	Language B Elective	Language B Elective

Documents from the IBO Online Curriculum Center that can be made available upon request:

1. MYP Next Chapter: Milestones for schools 2012-2015
2. Coordinator's handbook 2012-2013
3. Coordinator support material
4. MYP guide to interdisciplinary teaching and learning
5. MYP: From principles into practice
6. MYP unit planner
7. Evaluating MYP unit planners
8. General regulations: Middle Years Programme
9. Second-language Acquisition and Mother-tongue Development: A guide for schools
10. Language A—teacher support material
11. CAS guide (for students graduating in 2010 and thereafter)
12. Guidelines for developing a school assessment policy in the Diploma Programme
13. Diploma Programme assessment: principles and practice
14. The Diploma Programme: From principles into practice
15. Handbook of procedures for the Diploma Programme 2013
16. General regulations: Diploma Programme
17. Language B guide (For use from September 2012/January 2013)
18. Personal project—teacher support material, for use from April 2011
19. Language and learning in IB programmes
20. Learning in a language other than mother tongue in IB programmes
21. Guidelines for developing a school language policy
22. IBCC Standards, practices and requirements (for use from September 2012)
23. Language portfolio

24. IBCC Core guide (for use from August 2012)
25. Special educational needs within the International Baccalaureate programmes

Documents from other sources of Standards that can be made available upon request:

1. Committee on Defining Deeper Learning and 21st Century Skills Report
2. Common Core Standards
3. Common Career Technical Core (CCTC) Standards
4. The Social Justice, Peace, and Environmental Education Standards

B. Business Plan

1. Planning and Establishment

The academic leadership and Board of Trustees of the Washington Yu Ying Public Charter School has recognized that Yu Ying students, like all students in early elementary language immersion programs, have a significant and growing need for advanced language education in the years after elementary school. This charter amendment will allow YY's secondary students (grades 6-12) to continue their language and multicultural education through the comprehensive International Baccalaureate Middle Years and Diploma Programmes under the aegis of the DCI – a cooperative secondary program serving the secondary educational needs of four member charter schools: YY, EWS, LAMB, and MV.

In order to allow Member Schools to honor their individual missions and stay accountable for their students, the member schools agreed to establish a dedicated non-profit school management organization, District of Columbia International School (DCI), to operate and manage the cooperative school. DCI is a DC nonprofit corporation with members, the sole members of which are the Member Schools.

Yu Ying will ensure that DCI remains true to Yu Ying's mission both by exercising its right to appoint a Trustee to the Board of DCI and its consent rights, as a member of the corporate entity, to certain major decisions, and through the Management Contract, whereby DCI is required to comply with all of the terms and conditions imposed on Yu Ying via its charter (as amended hereby) and charter agreement with the PCSB for its operation of a middle-high program.

a. Profile of Board of Trustees Group:

The organizational documents of DCI provide that its Board of Trustees shall at all times have at least one trustee appointed by each of the Member Schools, with the balance to be elected by the trustees in accordance with DCI's Bylaws. The initial Board of Trustees for DCI will include the following nominees of the Member Schools, each of whom, as a founder of such Member School, has a strong relationship with and commitment to the mission and charter of her respective Member School:

Linda Moore, EWS
Diane Cottman, LAMB
Kristin Scotchmer, MV
Mary Shaffner, YY

Once the initial Board of Trustees has hired DCI leadership, the Board of Trustees will expand to a nine-member board with the head of school serving in a Ex-Officio, non-voting status. Such additional trustees will be elected at large by the Board of Trustees.

Other potential board members include:

Tom Porter, Building Hope
Carmen Rioux-Bailey, George Mason University
Deidre Lavery, Principal, Glasgow Middle School
David Merkel, Former Senior Head of School, Washington, International School

Rachel Jacobsen, Acting Assistant Secretary for Fish and Wildlife, and Parks, US
Department of the Interior

The Board of Trustees will also adopt policies to ensure, once school commences at DCI, that the Board of Trustees includes members selected from among the families of current students, including at least one member that is a parent of a student from each of the Member Schools.

Andrea Lachenmayr, a Partner at Fulbright & Jaworski L.L.P., who has served as Yu Ying's counsel, will also serve as initial general counsel to DCI, with conflict waivers from each of Yu Ying and DCI. Each of the other Member Schools will be represented by its own counsel in the negotiation of the DCI organizational documents and the management agreement between DCI and each Member Charter School.

b. Planning Process:

The planning team, comprised of Founders and Executive Directors of the Member Schools, experts in language education and the International Baccalaureate Diploma Programme determined that the only way to provide a rich educational environment through high school would be for the four schools to form a cooperative. All of the Member Schools maintain an emphasis on language immersion at very early ages, an inquiry-based curriculum, and a focus on sustainability and on building community. They also all face the growing problem of producing students with advanced foreign language skills who have no means to continue to develop their skills in either the DC Public School System or in DC Public Charter Schools.

All of the Member Schools were interested in providing a dedicated program to extend their students' language learning and exposure to rigorous inquiry-based instruction. In order to explore how the schools could potentially work together, the education team met, the schools' administrators met and the schools held a joint board meeting.

The planning team sought advice from the District of Columbia Public Charter School Board on several occasions. The team concluded that the four schools' missions and needs were consistent enough that a cooperative school focused on world languages, sustainability and the International Baccalaureate Middle Years and Diploma Programmes offered an ideal mechanism to extend advanced language study, introduce third languages and provide the rigorous curriculum that guarantees success in the ever more global world of the 21st century.

Because no cooperative middle/high charter school designed to encompass the needs of multiple language immersion charter schools currently exists in the country, the planning committee determined that the formation of a dedicated, non-profit school management organization, District of Columbia International School (DCI), to manage and operate the cooperative school, would best allow the Member Schools to honor their individual missions and remain accountable to their individual charters and their students. The Yu Ying Board of Trustees fully endorses the development of the DCI and the engagement of the organization to manage the middle/high school component of Yu Ying at DCI.

2. Governance and Management

In agreeing to form a school management organization, the individual Member Schools will maintain their respective missions, their administrative structures, rules and policies, and their individual boards of trustees. The Member Schools' respective boards of trustees will continue to directly oversee the administration responsible for carrying out the Member Schools' respective elementary school programs in the same manner as in effect prior to this proposed amendment. The Member Schools have incorporated, and are the sole members of, District of Columbia International School, a DC nonprofit corporation with members. As members of the DCI corporate entity, the Member Schools will have the right to appoint members of the DCI board of trustees, have input in the selection of the DCI's initial executive leadership, and will retain veto rights over certain specified corporate action, thus ensuring that the initial governing body and administration of DCI share the values and commitment to the mission of the Member Schools. DCI will in turn enter into a management agreement with each of the Member Schools, pursuant to which it is granted broad authority to operate the middle-high school programs of each Member Schools, in accordance with their respective charters and all applicable law. In such manner, the middle-high schools programs of each of the Member Schools can be operated together under the authority of a single board of trustees and administration, while remaining accountable to the individual boards of trustees of the Member Schools.

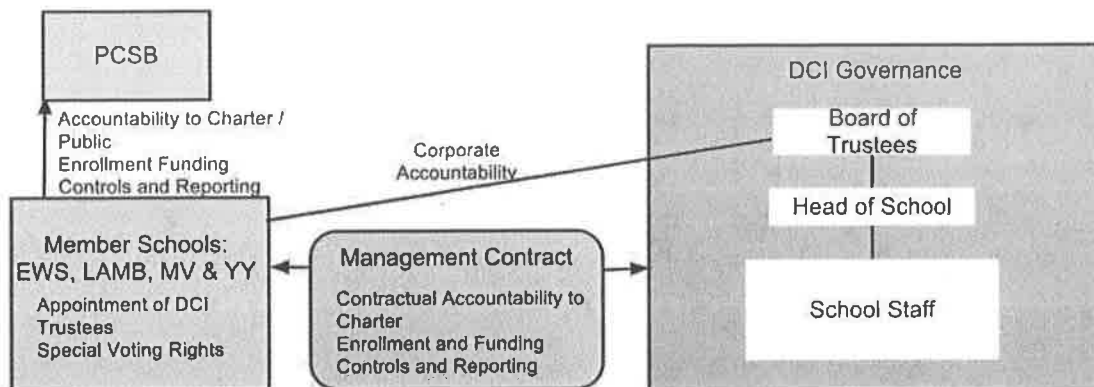
For their respective secondary school programs, as described herein, each of the Member Schools will appoint the newly formed, dedicated management organization, DCI, to operate the Combined School pursuant to the school management contract (the "**School Management Contract**"). It is important to note that this management arrangement differs from typical arms-length management contracts, because DCI is a dedicated, nonprofit corporation. By the Member Schools' design, the individual Member Schools will have rights in the governance of DCI, as DCI's sole corporate "members," with the right to appoint members of the Board of Trustees and certain consent/veto rights over major corporate transactions. As such, the management organization has direct corporate accountability to the Member Schools in addition to contractual accountability.

At the same time, the Management Contract will require DCI to operate the combined school in accordance with the Member Schools' charters and all applicable law, while granting it broad authority to implement such requirements through the operation of DCI in the best interests of the Combined School. In effect, the Member Schools are therefore creating a management organization to combine the best of their expertise and experience, and empowering such organization to manage the Combined School as its own, in accordance with applicable law, the charter requirements and the shared values of the Member Schools as incorporated into the charter amendments authorizing DCI and embodied in the DCI's Board of Trustees through the participation and leadership of the Member Schools' nominated members. As such, the Member Schools recognize that a strong DCI board and independent DCI administrative team are crucial for success of their respective middle-high programs at DCI.

DCI may be expanded to include additional schools at the sole discretion of the original Member Schools, with the approval of the PCSB. Any such expansion would require the additional school to become a member of the corporate entity, DCI, to adopt a charter on substantially

similar terms for the middle-high program, and to contract with DCI on terms and conditions like those in the Management Contract.

The chart below depicts the governance and management structures relative to the middle-high program described in this charter amendment:



a. Rules and Policies:

Initial policies related to governance of DCI have been established in the attached Bylaws and Articles of Incorporation, Appendix 4. The Board of Trustees of DCI will also adopt rules to facilitate the governance process consistent with the requirements of the Bylaws and the more general policies articulated in this amendment. By using the models developed at each member school, the Board of Trustees will develop a full set of Board Policies including the expectations of a Trustee, the relationship between the Head of School and the Board, a conflict of interest policy and others. The initial Board of DCI currently contemplate that the Board will use Robert’s Rules of Order for Board and committee meetings.

In addition to policies delineating the roles and responsibilities of the Board of Trustees and administration of DCI, the Board of Trustees, working with the Head of School hired by DCI’s Board of Trustees, will also responsible for establishing high-level policies in areas of personnel, academic program, financial management, student discipline, school operations and other areas as required by District of Columbia or federal law. Over the next 12 months, these policies will be further developed and articulated by drawing on best practices of Member Schools and other successful public charter schools.

The DCI administration, led by the Head of School will be responsible for the development, articulation and implementation of all operational guidelines and procedures to facilitate the day-to-day operations of the school, and will provide copies of such guidelines and procedures to the Board for its information.

b. Administrative Structure:

DCI will be lead by a Head of School who is responsible for academic, curricular, operational and business success of DC International. The Head of School will be responsible for hiring and supervising faculty. The Head of School will be supported by a Business Manager who will be responsible for developing finance-related policies, the budget, accounting payroll and benefits and the preparation of financial reports and assisting the Head of School with the establishment

of systems. In addition, the Head of School will be supported, in year 2, by a full-time International Baccalaureate & Sustainability Coordinator that will work to identify training and staff development needs, ensure that DCI adheres to a focus on sustainability, work to coordinate curricular content so that it aligns with state, federal and International Baccalaureate requirements for the Middle Years and Diploma Programmes. Also in year 2 a Language Coordinator will support the Head of School in creating the highest standard of language learning for Chinese, French and Spanish--the immersion languages of the member schools.

In order to provide the DCI administration with robust feedback from all stakeholders, DCI will establish a committee structure to provide avenues for faculty, parents and students to provide valuable input. A Faculty Advisory Committee (FAC) will represent the teachers and educational staff. A Parent/School Organization will provide the means for communicating between parents, staff and the Administration. All parents/guardians of students enrolled at DCI will have automatic membership and will be encouraged to participate in the activities of the association. Student government will provide a meaningful opportunity for the student body to begin the process of self-governing as well as establishing a formal mode of communication with the Administration and Board of DCI.

c. School Management Contracts:

Pursuant to the Management Contract, each of the Member Schools will contract with DCI to provide all management and operations for DCI. Although the final terms and conditions of the Management Contract are still being developed, it is anticipated that the Management Contract will obligate DCI, as the management organization, to provide comprehensive educational, business and operational, personnel management, financial management and reporting, regulatory compliance, facilities management and other services required pursuant to this charter amendment to operate the Combined School, including all labor, materials, and facilities required in connection with the same. Moreover, the Management Contract will bind the management organization to do all of the above in compliance with all applicable legal requirements, including without limitation the requirements of the PCSB, OSSE, DC and Federal regulation, as well as requirements of the individual Member Schools, as set forth in their respective charter amendments, and requirements of the International Baccalaureate.

The DCI Head of School, once hired by the DCI Board of Trustees, will be responsible for hiring all staff for DCI.

Pursuant to applicable law, each of the Member Schools will continue to receive funding from OFCO based on their enrollment, including enrollment in grades 6-12. The Management Contract with DCI will require the schools to pay DCI a fee equivalent to all of such payments for students in grades 6-12, less an amount equal to 5% of Per Pupil Funding, which shall be retained by the Member Schools, to fund the operations of DCI. DCI will use such fees, together with additional funds available to DCI from time to time, to operate in accordance with the Management Contract, while each Member School shall use the retained amount described above to cover the costs of monitoring DCI's compliance with the Charter Contract and other costs of coordination and reporting in relation to its middle-high program.

DCI may contemplate adding additional schools at the sole discretion of the original partner schools and approval by the PCSB. In the event that DCI ever admits additional schools as members, the additional members would be expected to contract with DCI on substantially the same terms as the original Member Schools.

A preliminary draft of the Management Contract, which has been prepared by counsel for discussion among the Member Schools, has been attached hereto as Appendix 3.

3. Finance

a. Anticipated Sources of Funds:

Funding of the joint/middle high school known as DCI will derive primarily from uniform per pupil funding afforded to the member schools and transferred to the DCI on a per pupil basis. As noted above, each Member School will forward all but 5% of the student per pupil funding and the whole facility payment. The 5% holdback will be used at the member schools to complete all compliance and reporting for YY@DCI to OSSE and the PCSB. DCI will also derive funding from already established grants including grants from the Walton Family Foundation, the Federal Title Vb grant and additional fundraising efforts.

Early development expenses are being funded in part through a Seachange grant awarded to the partner schools. Partner schools are providing staff time for early development and there is a substantial volunteer component to start up efforts as well.

b. Planned Fundraising Efforts:

Under the terms of the Management Contract, DCI will be actively engaged in fundraising and development. Such efforts will be the responsibility of the Head of School until a Development Director is hired, which is anticipated to be in year 3 of operations.

DCI envisions tapping local and national foundations, corporate foundations and business associations as well as encouraging individual giving to support the school.

c. Financial Management and Accounting:

As per the Management Contract, DCI will have its own accounting and management procedures. However, DCI plans to work with Goldstar, or another well-known and experienced financial entity, to help create the early budgets and financial policies and systems for the school. DCI will operate under Generally Accepted Accounting Principles.

d. Provision for Audit:

Under the terms of the Management Contract for the operation of the DC International, DCI will conduct its own annual audit. The organization will only employ CPAs that are on the DC PCSB's approved auditor list to ensure the audit is conducted by a CPA familiar with the operations of charter schools in the District of Columbia.

4. Facilities:

a. Identification of Site:

During its first year of operation 2014-2015, DCI will be located in an established incubator location. Yu Ying is working with Building Hope to identify an incubator site.

Starting in the 2015-2016 school year, DCI will begin operations at its permanent location on the former campus of Walter Reed. As part of the Base Realignment and Closure Process for the Walter Reed Medical Center site, Yu Ying was awarded 100,000 square feet and Latin American Montessori Bilingual was awarded 30,000 square feet of space in Building 11, Delano Hall by Office of the Deputy Mayor for Planning and Economic Development (DMPED). Yu Ying, which has committed its portion of Delano Hall to the establishment of DCI, and has signed a letter of intent and is awaiting the lease from the city. It is anticipated that either Yu Ying would assign its right to enter into such lease directly to DCI, or that DCI would sublease the site from Yu Ying on back-to-back terms and conditions, with appropriate credit support as appropriate to prevent Yu Ying from bearing a disproportionate risk, as landlord, for the operations of DCI.

b. Site Renovation:

The incubator site will be a turnkey facility that will not require renovations.

Delano Hall is a 130,000 square-foot masonry construction built in 1933. It originally served as a dormitory for Army nurses and more recently as administrative offices for Walter Reed Army Medical Center. In addition to classroom space, the facility includes ballrooms and other common areas and green space that provide an ample venue to develop a rich academic environment for 1000-1400 middle and high school students. This Ward 4 location is well situated to meet the programmatic and transportation needs of its secondary students. A majority of the current students in the four feeder schools come from Wards 4 and 5. Walter Reed is accessible by both Metrobus and MetroRail, and its proximity to both downtown DC, Rock Creek Park, and the Maryland suburbs provides many options for internships, cultural experiences, nature experiences, after-school activities, etc. all on a campus-like setting near the relatively safe and quiet neighborhoods of Takoma Park, Brightwood, and Shepard Park.

Once a lease has been secured with the city for Delano Hall, 100,000 square feet of that facility will be renovated to house the each of the Member Schools' secondary programs at DCI. In order to evaluate the project, Yu Ying, on behalf of the member schools, has toured the facility at Walter Reed with representatives of Building Hope and construction firms. Based on the condition of the building and plans to open the facility for the 2015-2016 school year, a budget of approximately \$20 million has been developed to renovate Delano Hall. Conversations with DMPED indicate that Yu Ying should gain site control in January 2014.

c. Financing Plans for Facilities:

The incubator space will fall under lease terms that will be covered via the per pupil facilities allotment for the students enrolled at DCI.

In order to explore financing options for the renovation of Delano Hall, Yu Ying has begun discussions with Building Hope, the Charter Schools Development Corporation and several banks.

The building will be leased free from DC through the BRAC. We have determined a preliminary budget of \$20 million to renovate the building, which would be supportable based upon the per

pupil facilities allotment assuming enrollment of at least 75% of the projected full enrollment of 1000 students. In order to be able to meet debt obligations in the early years, DCI will sublet space for incubation of another charter school program, or we will phase renovation in a manner to ensure that it is supportable through the current facility allotment.

d. Building Maintenance:

During DCI's first year of operations, the DCI's business manager will manage the building and relations with the landlord.

At the permanent location, DCI will employ a building / facilities manager to manage the building and grounds to ensure that they meet DC and federal safety requirements as well as the school's requirements.

5. Recruiting and Marketing

a. Outreach to the Community:

Outreach has already begun on plans for DCI. Member Schools LAMB and Yu Ying have presented at a number of community meetings and have testified in support of the Walter Reed redevelopment project. As more information on redevelopment of Walter Reed becomes available, Member Schools and the DCI will continue efforts to work with the community to develop ways for the school to be a resource above and beyond educating the planned 1000-1400 students per year.

b. Recruitment of Students:

DCI and the Member Schools will encourage students enrolled in lower grades of the Member Schools to continue through DCI. Pursuant to the Management Contract, each Member School will have a designated number of student spots to fill each year. Those spots will be filled first with current/continuing students first who must enroll by a specified deadline. Additional slots will be filled via applications made online to the Member School (and language) of a new student's choice.

Each Member School will participate in the DC Public Charter School common application deadline and lottery day. Should the applicants to DCI through any Member School exceed the available spots of such Member School at DCI, the names will be randomly drawn on the common lottery day to offer spots to applicants and to create a waitlist. The waitlist will be maintained at the Member School. [A new student may apply to more than one of the Member Schools in order to increase his or her chances of admission to the DCI program, but would be required to remain with the Member School/language focus to which he or she is originally admitted for so long as he/she remains at DCI.

The Member Schools have hosted family meetings to orient their community to plans for the combined DCI. These plans have been met with significant enthusiasm. At Yu Ying 90% of families in the 3-5th grades indicated that they were 75-100% sure would send their child to the DCI.

Still, each year, the member schools in total may have between 20 and 40 spots available. Students will be recruited by DCI staff in cooperation with the Member Schools via information sessions at libraries citywide, open houses at DCI, advertising in community newspapers and attending the Charter School Fair and other school showcases for families.

Even though DCI will educate between 1000 and 1400 students, the member schools expect its existence to have minimal impact on surrounding Middle High Schools. Many families of students currently enrolled at Yu Ying have expressed their relief in the creation of Yu Ying at DCI. Without it, they have said they would most likely simply move out of the city. Others have said they have investigated attending a private high school or enrolling their child in an already oversubscribed DCPS school such as Wilson High School if DCI were not available to them.

c. Future Expansion and Improvements:

DC International will start in an incubator space in 2014-2015 with Grades 6 and 7. In 2015-2016, DC International will move to its permanent location at Delano Hall. DCI would not reach full capacity until 2020-2021. These enrollment figures are estimates, but they anticipate that each member school will experience an 8 percent attrition rate due to an inability to add students to a language immersion program after a certain point. In addition, DC International will not add students after 9th grade to ensure the fidelity of the Middle Years Programme. As a result, DC International will also experience an 8 percent attrition rate for its upper grades.

Below is a chart with ideal and maximum total/combined enrollment for DCI and the expected enrollment of Yu Ying students at DCI, including students continuing on to DCI from Yu Ying’s lower grades (continuing) and new students to be admitted to Yu Ying during grades 6-9 (new). See Appendix 2 for projected enrollment by year.

Grade	Students	MAX	YY	YY New @ DCI
6	160	200	50	
7	160	200	46	4
8	160	200	42	8
9	160	200	39	11
10	147	200	36	10
11	135	200	33	9
12	125	200	30	9
TOTAL	1,047	1400	276	51

Attrition	0.92
Max Enrollment	350
Projected	327

The founding Member Schools of DCI may also consider other charter schools whose mission and instructional approaches align to invite for membership in DCI. This may also add students. But of course these schools would also be required to submit an amendment to the PCSB and gain its approval.

C. Plan of Operation

1. Student Policies and Procedures

a. Timetable for Registering and Admitting:

DCI will adhere to the common application and lottery deadlines established by the DC Public Charter School Board outlined as follows. Each partner school will hold their own lottery for spaces of students as determined by available slots in grades 6-9.

b. Policies and Procedures for Enrollment, Withdrawal, Suspension, and Expulsion of Students:

Application and Enrollment. Available slots will be calculated each year from returning students. Any student who is a resident of Washington, DC, is eligible to apply for admission to Yu Ying at DCI for their grade level. All applicants must submit a completed, signed application. As is the case now, prospective students will be considered without regard to any measure of aptitude or intellect, language proficiency or any other basis prohibited by law. Preference is given to already enrolled students and their siblings and founders. If more students apply than there are spaces available, the selection will be made by a random lottery system with a waiting list. Yu Ying will maintain the waiting list as a part of ongoing recordkeeping for the school year; waitlisted students will be confirmed and sent invitations to apply as student slots become open. The waitlist will be generated anew each year. If the school is under-subscribed at the end of the enrollment period, Yu Ying will continue its recruitment campaign with rolling admissions on a first-come-first-served basis until capacity is reached.

Withdrawal. A student may withdraw at any time during the school year. DCI will make every effort to conduct an exit interview with the family in order to understand why the student wishes to leave. This information will be documented and shared with staff in order to address any school shortcomings that resulted in a student's departure. YY and DCI are committed to positive forms of discipline including modeling good behavior and positive reinforcement.

Suspension and Expulsion. YY and DCI are committed to fostering an environment for children where respectful and appropriate behavior is as highly valued as academic achievement. In order to provide a safe, and appropriate environment that is conducive to learning, DCI will develop a code of conduct and disciplinary policy that clearly defines expected and prohibited behavior and modeled of the member schools current plans. Students whose behavior does not meet the clearly defined standards will not be allowed to disrupt the education of their fellow classmates. In extreme cases, where all other means have been exhausted, sanction for violating the code of conduct will include suspension. We will aim to have no expulsions but rather changes in behavior and actions. All students will be treated equitably and fairly in compliance with all relevant laws. The rights of Yu Ying students at DCI with an IEP or in need of a review for an IEP are governed by the 2004 amendments to IDEA concerning the suspension of expulsion of students with special education needs (34 CFR §§300.530 – 300.536) DCI will follow the IDEA discipline guidelines provided for in subsection 615(k) when managing potential suspension of a student with an IEP or a student identified as in need of a review of an IEP.

2. Human Resource Information

a. **Key Leadership Roles:** DCI will strive to assemble a faculty of experienced, highly motivated and culturally diverse staff.

- **Head of School** - The Head of School will carry forward the academic vision of DC International as well as being responsible for the fiscal success of the school.
- **Assistant Principal/Learning Support Coordinator** – will be hired in year 2 to oversee the learning support team and also
- **Business Lead** –will be responsible for the fiscal success of the school and be hired in year 2.
- **IB Coordinator** – will be hired in year two and oversee the IB program.
- **Language Coordinator** –will be hired in year 2 and ensure that language programs are meeting targets.
- **Guidance Coordinator** – will be hired in year 3 and ensure that students are determining and charting a successful path through the DCI.
- **Sustainability and Wellness Coordinator** – will be hired in year 3 and ensure that the school is meeting targets for sustainability and wellness, as well as promoting those values school wide.

b. Qualifications of School Staff:

Administrative Team Qualifications. DCI will strive to assemble a faculty of experienced, highly motivated and culturally diverse staff. Each will require experience needed to perform their roles as well as advanced degrees. The Board will hire the school leader and the leader will be responsible for hiring staff. With a membership of successful schools and their staff networks we expect to utilize their experience and network to recruit.

Teacher Qualifications. We are seeking individuals with a commitment to our mission who understand and relish the demands of a start-up school. All teachers will have experience in secondary education and a passion for working with students. In addition, they will have a minimum of a bachelor’s degree and have passed the appropriate Praxis if applicable. All teachers will be highly qualified as defined by NCLB. Preference will be given to teachers that hold an endorsement in their content area or who have passed the Praxis II in that area. We also will look for immersion experience, charter school experience, and/or IB experience. In addition, we will endeavor to employ only native or native-level speakers of Chinese for the Chinese immersion classes.

c. Staffing Plan (update with final numbers):

DCI will staff for the school schedule and enrollment. Typically this will mean there is one teacher for every 10 students. Our staffing plan will follow the needs of our schedule.

Enrollment	145	230	350	505	654	Type of Staff
	2014-15	2015-16	2016-17	2017-18	2018-19	
		2	3	5	6	Guidance
	2	4	7	10	13	Sped ELL

	2	2	4	5	6	Math
	1	2	3	5	6	Science
	1	2	3	5	6	Social Studies
	2	3	3	5	6	English
	2	3	5	7	12	Foreign Lang
	2	3	5	7	7	Electives / PE
Teachers	12	21	33	49	62	
	2	2	3	3	4	Admin Leadership
	1	2	3	4	4	Instructional Support
	1	2	4	4	5	Business Support
	1	1	1	1	1	Business Leadership
Admin	5	7	11	12	14	
Total Staffing	17	28	44	61	76	

d. Employment Policies:

DCI will be a drug free workplace and learning environment. As all Member Schools are required, DCI will conduct background checks on all employees prior to their hiring using an independent private firm with international search capabilities. DCI will be an Equal Employment Opportunity Employers and will not discriminate on the basis of age, sex, race, color, religion, national origin, pregnancy, marital status, or disability. In accordance with relevant law, all staff will be required to submit police clearance and proof of Tuberculosis testing. DCI will verify that the employee is permitted to work in this country and complete Form I-9 for the Immigration and Naturalization Service. DCI, pulling from the experience of its members will develop a comprehensive personnel plan that promotes professionalism, distributed leadership, continuous learning, trust and motivation within the staff. This will include customized staff contracts, evaluation plans, salary, and benefit plans and other policies designed to attract and retain a committed and highly qualified staff. Like many innovative charter schools, DCI will attract staff that is enthusiastic about the challenge and opportunity of building a unique language-based International Baccalaureate school.

Salaries and Benefits. DCI will offer salary and compensation packages based on education and experience that are competitive. Employee benefits will include health care, dental care, disability and a retirement savings plan. With respect to any teacher hired from the DCPS, DCI will comply with all DCPS requirements to protect certain rights and benefits of such employees.

e. Use of Volunteers:

DCI has already benefited from the efforts of volunteers who have provided pro bono legal assistance, educational planning, writing and pedagogical expertise. In order to create a rigorous program that engages a community of learners, DCI will continue to seek volunteers from the community, academia, graduate students, retirees and students' families to add depth and meaning to the school's program. In addition, the school will recruit volunteer services from a variety of business areas: legal, public relations, communications, fundraising and other fields.

3. Arrangements for Meeting District and Federal Requirements

YY and DCI will comply with all applicable federal and District of Columbia laws in carrying out its mission. Below is a summary of YY at DCI's plans for complying with certain of such laws. Although not exhaustive and cognizant of the fact that such law and regulations are subject to change, YY and DCI will seek, through the selection of qualified and knowledgeable Trustees, administrators and other staff, and through continuing education of such persons in applicable requirements, as well as through consultation with relevant legal regulatory authorities and relevant associations, review of practices of similar schools and advice of legal counsel, as appropriate, to ensure compliance with all applicable law, whether or not described below.

a. **Health and Safety.** To ensure the health and safety of students, employees, and guests of the school, as required by Section 2202(11) of the DC School Reform Act73, YY and DCI and DCIS will comply with all applicable federal and District of Columbia health and safety regulation and any applicable requirements of the Occupational Safety and Health Administration. As required by Section 2204(c)(4) of the DC School Reform Act74, furthermore, YY and DCI will submit, before September 16 of each year, a report to the District of Columbia Public Charter School Board and, in each control year to the District of Columbia Financial Responsibility and Management Assistance Authority, a report that documents that the facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia, (including the District of Columbia Fire Prevention Code, DC Code §6-701.01 et seq. (D.C. Fire Code). The report shall be open to public inspection and available upon request. In addition, YY and DCI will submit to all applicable health and safety inspections by government officials, and take all appropriate steps to ensure appropriate air quality/ventilation, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulation. In addition to maintaining a safe facility, DCI will take steps to provide required and appropriate health and safety training to its staff. For example, staff may be required to complete annual courses in preventing, recognizing, and providing basic care for injuries and sudden illnesses until advanced medical personnel arrive. Other training alternatives, as may be required or be customary for urban elementary schools, will be explored. The school will be equipped with appropriate first aid kits, and YY at DCI will consider, in its selection of a facility and allocation of space within such facility, the applicable requirements for obtaining nursing services from the District of Columbia, including the availability of an appropriately-equipped on-site health unit. In accordance with the DC Code §38-501 et seq. and applicable requirements of the District of Columbia Department of Health, DCI and YY will also require evidence of students' required immunizations and provide information to parents on such requirements in a timely manner.

b. **Safety and Fire Codes for Building.** YY and DCI will ensure that the DCI facility meets all requirements of the DC Fire Code for fire safety. In addition, DCI will provide training to staff and students, develop fire evacuation and safety plans, and plan and execute fire and emergency drills in accordance with all such requirements. Emergency routes will be mapped and posted in each room and fire drills will be performed at random on a monthly basis.

c. Transportation. YY and DCI will inform and assist students in applying for reduced Metro fares and obtaining other public transportation benefits available to students of District of Columbia public charter schools under Title 35, Subtitle 1, Chapter 2 of the DC Code. If necessary, to ensure the safety of our students arriving at school or departing from school by foot, YY and DCI will seek assignment of a crossing guard or guards through the Metropolitan Police Department and will consider using volunteers in such role.

d. Enrollment Policies and Data. Yu Ying will offer open enrollment to all students who are residents of the District of Columbia and will use a random selection process when the school receives more applications from students of the District of Columbia than there are spaces available, as required under Section 2206 of the DC School Reform Act. As prohibited by Section 2204(c)(2) of the DC School Reform Act, YY nor DCI will 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. YY and YY at DCI will collect and maintain enrollment data as required pursuant to §2204(c)(12) of the DC School Reform Act⁷⁷ for submission to the Office of Chief Financial Officer and the District of Columbia Public Schools Office of Categorical Programs. Residency information shall be verified and included in such data in accordance with the applicable requirements.

e. Maintenance and Dissemination of Student Records. YY and YY at DCI will maintain student records in accordance with the requirements of the DC School Reform Act and other applicable laws, including with respect to enrollment, attendance, the District of Columbia Compulsory Attendance Act of 1990, as amended (DC Code §38-201 et seq.) and DC Code §38-301 et seq. (regarding residency requirements and nonresident tuition) and DC Code §38-501 et seq. (regarding required immunizations).

f. Compulsory attendance laws. YY and YY at DCI will abide by the District of Columbia Compulsory Attendance Act of 1990, as amended (DC Code §38-201 et seq.). DCI will maintain attendance records and take appropriate steps to remedy persistent absence and/or tardiness. All attendance data shall be collected, recorded and reported using attendance management reporting software as may be required by the District of Columbia Public Charter School Board.

g. IDEA and Rehabilitation Act. Yu Ying will operate as a LEA in accordance with Subchapter B of IDEA and Section 504 of the Rehabilitation Act. The special education program for students in grades 6-12 attending DCI will be developed on Yu Ying's behalf by the DCI administration with the assistance of specialized experts in this area, as further discussed in Section 2d of this amendment. YY, as a local educational agency (LEA), and therefore as YY at DCI, for purposes of Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.) (IDEA) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Rehabilitation Act), will be subject to the Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) (ADA) with respect to access. We will carefully consider such requirements in the selection, configuration or alteration of any existing facility and the planning and construction of any new facility.

i. Civil Rights Statutes and Regulations of the Federal Government and the District of Columbia. YY and DCI will comply with Sections 2202(11) and 2204(c)(5) of the DC School Reform Act⁷⁸ as well as all applicable federal and district civil rights laws, including applicable

provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C §2000d et seq.), which prohibits discrimination on the basis of race, color or national origin, and Title IX of the Education Amendments of 1972 (20 U.S.C. Sections 1681 et seq.), which prohibits discrimination on the basis of sex in education programs, Section 504 of the Rehabilitation Act and Title II of the ADA, which prohibit discrimination on the basis of disability, and the Age Discrimination Act of 1975 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of age, and other applicable federal and District of Columbia laws and regulations promulgated thereunder, to avoid unlawful discrimination against any student, employee or volunteer.

j. Other.

Employment Law. YY and DCI will comply with all other applicable federal and district employment, labor and benefits laws, as more fully described above in Section C.2.d of this application. YY and DCI are aware of and comply with applicable immigration law and related requirements in connection with its employment practices, including in relation to its hiring of foreign nationals as faculty members.

Procurement. Washington Yu Ying and DCI will have a contracting and procurement policy consistent with the requirements of Section 2204(c)(1) of the DC School Reform Act.

Grievances. In accordance with Section 2204(c)(13) of the DC School Reform Act, Yu Ying has a resolution process that is detailed in our Student Handbook. DCI's board of trustees will adopt a similar grievance resolution process to be published in a student handbook provided to all students attending DCI; however, such grievance policy will include some of the oversight of DCI by Yu Ying's board of trustees, as would be expected in an arms length school management contract context.

Access to Charter Authority. In addition the data and reporting noted above, Yu Ying shall continue to submit such reports and other data as the District of Columbia Public Charter School Board may require, including financial statements, audited annually in accordance with Government Auditing Standards by a Certified Public Accountant listed in the Approved Auditor List for charter schools. On Yu Ying's behalf, DCI may compile and directly submit some of such reports in relation to Yu Ying's students in grades 6-12 attending DCI. In addition, Yu Ying shall continue to provide, and the Management Contract shall require that DCI provide, the District of Columbia Charter School Board with access and the right to examine all records related to the amendment of Yu Ying's charter, and all documents including audit findings needed to determine the performance of Yu Ying in accordance with its charter.

Nonprofit-Corporation. Yu Ying will continue to hold non-profit status under the terms stated in the District of Columbia Nonprofit Corporation Act, as amended, (DC Code §29-301.01 et seq.) prior to and after receiving this amendment of its charter and to act in accordance with the requirements of such law. As required under the terms thereof, the sole purpose of the Washington Yu Ying Public Charter School corporate entity shall be the operation of a charter school. Similarly, DCI has been formed and will be maintained as a nonprofit corporation whose sole purpose shall be the operation of the combined middle-high school program of its Member Schools.

Other Applicable District of Columbia Requirements. Yu Ying and DCI will review and comply with all other applicable District of Columbia requirements, including under the District of Columbia Municipal Code, such as rules establishing the requirements for facility occupancy, food service and playground and similar facilities.

j. PCSB Authority to Revoke Authority under Charter Amendment or Original Charter Independently. In order to ensure that probationary or other action taken by the PCSB in response to concerns about the operations of Yu Ying at the elementary level (i.e., at the original Yu Ying campus, where Yu Ying operates independently from DCI and the other Member Schools) and the operations, on the one hand, and the operations of DCI, on the other hand, Yu Ying is hereby requesting and each of the other Member Schools shall request, that the PCSB acknowledge its authority to take any such action solely with respect to the Member School and campus which causes such concerns. For example, Yu Ying believes it is in the best interests of its students, at both the elementary and secondary levels, to ensure that the PCSB takes appropriate action with respect to the relevant program/campus rather than requiring remedial action by a program/campus where such action is not warranted by the performance and operations of such program/campus.

4. Implementation of the Charter Amendment for DCI
a. Timetable and Tasks for Implementation of Amendment.

Below is a timetable for implementing the combined middle-high school program through DCI. With a wealth of experience from Member Schools we expect to be able to achieve the following. Staff positions and boards noted below refer to DCI staff positions/board rather than those of the Member Schools. Although a number of the items below are subject to the development/implementation by DCI staff, many of such items will be reflected in the requirements set forth in the Management Contract, thus requiring negotiation with the Member Schools, with input from Member Schools' staff/boards as appropriate.

YY at DCI Timetable and Implementation Chart	Begun	1/13-6/13	7/13-12/13	1/14-3/14	4/13-8/14	Responsible	Support
A. Accountability							
Develop a comprehensive accountability plan						Head Of School (HoS)	Board
Develop 1 and 5 year academic and non academic goals and outcomes						HoS	Board
Determine Data collection needs and reporting requirements						Business Manager	
Select and purchase software for student, staff and school assessment instruments - academic and non-academic						Business Manager	Board
Identify, research and purchase hardware and software for managing student personnel and financial info, and reporting requirements						Business Manager	
Finalize Student records and forms templates						HoS	Business Manager
Establish suspension and expulsion policies						HoS	Board
B. Admissions							
Establish all admissions policies and procedures	Done					Board	
Create letter for requesting records from previous schools and begin requests as students enroll						Business Manager	
Hold Open House and Parent and Student Orientation						HoS	Business Manager
Develop Parent Student Handbook						HoS	Business Manager
Establish system for recording and compiling enrollment and attendance information	Done					Board	

C. Board of Directors Organization and Procedures							
Create By-laws, Conflict of Interest documents	Done					Board	
Schedule first annual Board of Trustees Meeting						Board	
Conduct elections/selection of remaining board members						Board	
Establish plan for transition from start-up board to ongoing governance body						Board	
Hold First Board Retreat to establish: Roles & Responsibilities Board, Governance, Relationship to Principal						Board	
Review and revise Governance Documents							
D. Communication & Marketing							
Develop Communication plan for outreach to DC parents, communities, organizations, and businesses and execute activities						Business Manager	Board
Outreach to Community through Local Listserv						Business Manager	Board
Develop Identity and Website						Business	Board
Develop Print Materials: Brochure and Flyers and grow Web Presence						Business Manager	Board
Contact Key Community Stakeholders						HoS	Business Manager
Develop Base of Volunteers						HoS	Business Manager
Hold Community Meetings						Business Manager	Board
Developing Group of Interested Parents / Volunteers						Board	Principal
Press Release about school and press follow up						Board	
Fundraising / Enrollment / Outreach Events						Business Manager	Board HoS
Hold Open House						HoS	Business Manager
Run ads, distribute literature						Business Manager	Board
E. Recruitment							
Hire HoS						Board	
Hire Teachers & Other staff						HoS	

Hire Business Manager						HoS	
F. Development							
Continue to identify and apply for private, corporate, foundation and government grants and support.						Board	Business Manager
G. Educational Program Development							
Continue to develop educational program to assure program aligned with educational goals and accountability						HoS	
Continue to develop enrichment, after school and summer programs						HoS	Board
Hold Summer Training of New Staff Team						HoS	
H. Facilities							
Identify and Select a School Site						Board	Principal
Lease Negotiation and Finalization						Board	Principal
Identify and address all zoning requirements or restriction on the building we expect to occupy or build						Board	
For renovation:						Board	
a) Secure loan or grant to finance build out						Board	
b) Commence construction documents and issue RFPs						Business Manager	Board
c) Select contractor(s) and finalize plans						Board	HoS
f) Establish a deadline for deciding if facilities are ready						Board	HoS
e) Create contingency plans.							Board
Complete all inspections-fire code, health & safety, ADA, asbestos, etc.						Business Manager	Board
Obtain cert of occupancy						Business Manager	Board
Acquire furniture and materials						Business Manager	Board
Procure and manage communication lines						Business Manager	Board
Technology installation						Business Manager	Board
Move in furniture & arrange classrooms and other spaces						Business Manager	Board
Open buildings for public access						Business Manager	Board
If building will not be ready prior to school opening,						Business Manager	Board

secure space for staff training							
Ensure punch list is created and completed						Business Manager	
Hire custodial staff, engineering						Business Manager	
I. Financial Management							
Transfer responsibility for managing, administering, accounting for and reporting on initial grant funds, other revenues and disbursements to operating staff.						Board	
Develop Year 1-5 operating and capital budget for Board approval						HoS	Business Manager
Establish school bank account						Board	
Make financing and banking arrangements						Business Manager	Board
Develop financial management systems, policies and establish internal controls						Board	HoS
Determine insurance needs and obtain policies						Business Manager	Board
Contract with payroll firm						Business Manager	
Refine internal accounting, monitoring and financial reporting systems						Business Manager	Board
Identify and procure software for generating monthly financial reports and all other required reports						Business Manger	Board
Select independent auditor						Board	
J. Food Service							
Select a Food Services Vendor						Business Manager	Board
Ensure staff members acquire safe food handler training						Business Manager	
K. Governance							
Establish Board of Trustees						Board	
Establish Instructional Leadership Team						HoS	
K. Health and Safety							
Check medical and health forms for completeness and conduct follow up						Business Manager	HoS
Provide all staff with first aid training and ensure school has adequate first aid						HoS	

supplies							
Establish evacuation routes and procedures and schedule fire drills						HoS	
Provide staff and students with orientation on code of conduct, suspension and expulsion policies, behavioral requirements, and prohibition of weapons on school property						HoS	Board
Create risk management plan for emergencies / disasters						HoS	Business Manager
Orient families and staff on code of conduct, behavior requirements, suspension and expulsion policies						HoS	Business Manager
M. Legal and Organizational							
Receive approval of charter amendment						Board	
Negotiate and sign contract with chartering authority						Board	
File application for IRS 501c3						Board	
File application for state tax exempts status						Board	
N. Parent Involvement							
Ensure ongoing and meaningful involvement of parents in school governance, committees, classrooms, fundraising, and other areas						HoS	
Establish and carry out process for choosing parent trustees						Board	
O. Procurement							
Order and manage delivery of textbooks and instructional materials						HoS	
Order and manage delivery of desks, furniture and classroom equipment						Business Manager	HoS
Order and manage delivery of office equipment and supplies						Business Manager	HoS
Order and manage deliver of computers and other technology						Business Manager	Board
Order and manage deliver of kitchen/cafeteria, gymnasium/recreation and other equipment and supplies.						Business Manager	
P. Special Education							

Obtain cumulative files (including existing IEPs) & suspension reports for all students from previous schools						HoS	
ID students with IEPs						HoS	
Create SPED recordkeeping process, ensuring confidential records are kept in locked cabinet						HoS	
Hire full-time staff, contract with outside provider, and or enter into agreement with school district for appropriate SPED service delivery						HoS	
Establish pre-referral and referral process for students with potential special needs						HoS	
Develop a description of the schools special ed program and service deliver approach for parents and external entities (i.e. chartering authority, SPED monitoring entity)						HoS	Board
Q. Personnel							
Develop Staff Handbook and Policies						Business Manager	Board
Develop benefits package						Business Manager	Principal
Determine Staffing needs, including needs for multilingual counseling and social services and other staff						HoS	Board
Develop job descriptions and timeline for hiring Administrators, teachers and staff. Advertise and hire.						HoS	Board
Research policies for staff taking leave from DCPS						HoS	
Develop staff professional development plan and schedule for year, including pre-opening activities						HoS	
Establish salary scale / comp structure						HoS	
Conduct background check as required						HoS	
Create personnel files						HoS	
Assign classrooms and distribute curricular materials, furniture, supplies, etc.						HoS	
Conduct employee orientation and pre-opening professional development activities						HoS	

Distribute employee handbooks						HoS	
Establish staff evaluation policies and forms						HoS	
Assign staff to committees as outlined in governance plan						HoS	
Distribute class lists and cumulative records to teachers as appropriate						HoS	
R. Technology							
Determine computer and other technical procurement for Year 1						Business Manager	HoS
Purchase Procure PCs and other technology						Business Manager	Board

b. Major Contracts Planned:

In addition to the Management Contract, we expect DCI contracts of \$25,000 or more for:

- Information Technology
- Accounting
- Insurance
- Lease, facilities management
- Architects, Builders and Developer for Walter Reed

DCI will conduct an RFP for all services and providers that we expect to come close or surpass \$25,000 consistent with requirements applicable to DC public charter schools.

D. Public Charter School Accountability Plan

1. Goals against which the school's success will be judged

Yu Ying shall endeavor to cause the operation of its secondary school program at DCI to be a valuable asset to the community through the proficient, professional, and effective teaching and assessment methods utilized. We will implement a Web-based data warehousing system, in addition to the process of value-added analysis. The costs of such a system have been considered and included in our budget. This system will allow us to organize, analyze and monitor progress through the results of the wide variety of assessment tools used by our students, staff and administration, and will align with those reporting tools used by the OSSE and the PCSB.

The Public Charter School Board's Performance Management System (PMF) provides an academic evaluation framework comprised of indicators, measures, and metrics. Currently the PCSB uses four indicators to measure academic performance: (1) student progress, (2) student achievement, (3) gateway measures, and (4) leading indicators. The following table illustrates the weight for each indicator at the middle and high school levels:

Middle School	High School
Student Progress 40%	Student Progress 15%
Student Achievement 25%	Student Achievement 30%
Gateway Measures 15%	Gateway Measures 30%
Leading Indicators 20%	Leading Indicators 25%

In our first year of operation, (2014-2015) Yu Ying at DCI will be held to a modified academic review. Data will be collected on all measures for Middle School. We expect to be administering the Common Core Assessments instead of the DC-CAS, but student achievement will be still be measured by the common measures of Proficient and Advanced in reading and mathematics.

Beginning in our second year (2015-2016), YY@DCI will be held to the same performance framework as existing schools. The growth measure will be based upon two years of data only, and we will still only have Middle School students at that time, so we will not have graduation rate statistics.

Our gateway measures for Middle School and High School:

- DC-CAS 8th grade math Proficient (Appears for 6th -8th grades)
- Percent of students scoring at least Proficient in eighth grade mathematics on the DC-CAS Graduation rate (Appears for High Schools)
- Graduation rate based on the incoming 9th grade cohort, as defined by OSSE statewide graduation standards. PSAT 11th grade performance (Appears for High Schools)
- Percentage of 11th grade students scoring at a level on-track for college readiness in the combined mathematics and verbal sections of the PSAT, defined to be a score of 80 or higher. SAT 12th grade performance (Appears for High Schools)
- Percentage of 12th grade students scoring at a level on-track for college readiness on the combined math and verbal sections of the SAT, defined to be a combined score of 800 or higher.
- College Acceptance (Appears for High Schools)
- Percentage of seniors accepted to a college or university.

a. Academic Performance Goals for Students

- Students will achieve literacy in English.
- Students will achieve literacy in Chinese, French, or Spanish. (Some students may choose to pursue more than one foreign language proficiency)
- Students will be adept inquirers and flexible thinkers capable of solving problems effectively.
- Students will understand and master increasingly complex mathematical concepts.
- Students will master the scientific method and apply it.
- Students will be able to relate their learning to the outside world.
- Students will become independent learners and complete independent papers, reports and performances, culminating in a “personal project” for Grade 8 and extended essay for grade 12, with CAS (community, action, service) requirements each year.
- Students will satisfy PCSB and OSSE requirements for promotion from each grade and upon graduation from Grade 12 be prepared to undertake college and/or career participation
- Students will demonstrate levels of achievement that show they are ready for college-level work.
- Students will demonstrate foundational skills for workplace success and career advancement

b. Non-Academic Performance Goals for Students

- Students will become life-long learners who possess a positive attitude toward school and learning.
- Students will embrace diversity and respect other cultures.
- Students will treat themselves, other students, staff and the physical plant with respect.
- Students will learn to work collaboratively and resolve conflicts effectively and safely.
- Students will embrace the community by contributing to their school and wider community with service projects.
- Students will gain in self-determination and make appropriate behavioral and academic choices based on an ever-increasing understanding of their own aptitudes and interests.
- Students will embrace sustainable practices and global environmental stewardship

c. Organizational Performance Goals

- The school will create an environment celebrating life-long learning with a welcoming culture for student and adult learning.
- Teachers and staff will be highly qualified, demonstrate high expectations for all students and have a positive attitude toward the school and their colleagues.
- DCI will be led by an active Board of Trustees that will include the designees from the member charters who will work with the Head of School to govern the DCI.
- The school will strive to recruit and retain a diverse group of students, teachers, staff, administrators and board members.
- The school will be in sound fiscal health, and the Board of Trustees will ensure the school has the resources it needs to carry out its program.
- The school will be a model of stewardship. Each year the organizational will aim to lessen its impact on the environment through modifying operations.

- Through faculty and student Service Learning projects DCI will aim to effect change both locally and internationally.

2. Indicators of Performance

Yu Ying and all member schools are committed to thoughtfully and effectively guiding students through five essential elements of learning: the understanding of concepts, the acquisition of knowledge, the mastering of skills, the development of attitudes and the decision to take action. Assessment is integral to all teaching and learning. To that end, we have developed indicators of performance for all of our goals-academic, non-academic and organizational- to ensure that we can achieve our mission.

Being an educational organization, it is the four feeder schools' mandate to improve student learning. Every student comes with a distinctive set of skills and talents; it is our task to ensure that they all leave with their own talents enhanced and further developed, as well as the skills and knowledge necessary to excel in a rigorous high school academic program and in college or career after high school. With this in mind, it is vital that we determine and understand the value that YY@DCI adds to each child's education, so that we can continuously adjust our program to meet the needs of every individual student.

To achieve this, DCI, in cooperation with the systems used by its feeder schools, will operate with a modern Web-based system for warehousing data to organize, analyze and monitor data in all areas of the school. This system will allow us to assess our progress toward our goals. An essential element in the system will be the use of Value Added Analysis or Accountability. VAA performance data will play a role in more effectively aligning our collection and reporting with the OSSE and PCSB

YY@DCI Leading Indicators for Middle and High School:

- Attendance: Appears for 6th -8th grades, and High Schools Ratio for the entire population, written as a percentage, of days present (inclusive of excused absences) to days enrolled.
- Re-enrollment: Percentage of those eligible students who re-enroll.
- 9th grade credits: Percentage of 9th grade students on-track to graduate in 4 years, based on OSSE guidelines for completed Carnegie Units and required courses.
- Language Proficiency: achievement of DELF and DALF qualifications (French), D.E.L.E. (Spanish), and HSK (Chinese) and ACTFL standards. Students passing the IB A and B language exams.
- IB MYP and DP: certificate/diploma attainment, course completion, and performance on IB internal and external exams
- National Career-Readiness Certificate

3. Baseline Performance

Beginning with our first year, students at YY@DCI will be administered all assessments applicable to their grade level. These results will establish a baseline of performance and will be reported in matrix format to the PCSB, Board of Trustees, and Parent Community through presentations and our parent portal. Year to year comparisons will be available, as will semester

to semester information.

District-wide assessments will allow us to compare our performance with the performance of other DC Public and Public Charter schools. The Common Core Assessments will allow us to compare our performance across those schools around the nation who have adopted this framework.

4. Assessment Tools

Assessment tools have been carefully selected for reliability and validity of measuring progress towards our goals and indicators. By backwards-designing what we wanted our outcomes to be, we were able to map out how we will get there, and then we were able to identify research-based measures that can give us the information reliably, efficiently, and at low cost and low disruption to instructional time.

- The Early Warning Data System (EWDS) Tool will assist the school in monitoring and achieving its leading indicator data by calculating automatically the high-yield indicators related to dropout.
- Language Proficiency Assessment Tools:
 - ACTFL Proficiency Assessments
 - Linguafolio Self-Assessment Checklist and Linguafolio Jr. Language Passport, Biography and Dossier
 - Student Oral Proficiency Assessment (SOPA) grades 5-8
 - CAL Oral Proficiency Exam (COPE) grades 5-8
 - Scores on DELF and DALF (French), D.E.L.E. (Spanish), and HSK (Chinese)
 - IB Language A and B assessments
- ACT College Readiness Benchmarks Assessments: Explore, PLAN and ACT represent 9-12 grade progress toward the level of achievement required for students to have a 50% chance of obtaining a B or higher or about a 75% chance of obtaining a C or higher in corresponding credit-bearing first-year college courses
- WorkKeys Talent Assessment: required to earn The National Career Readiness Certificate
- IBO MYP and DP internal and external assessments for each content area and student culminating projects.
- Parent, student, and teacher satisfaction and school climate surveys and meetings.

5. Reporting Performance and Progress

Quarterly interims and semester report cards will be sent to students' families to update them on their children's progress toward the learning goals. Teachers will send home forms and/or call parents to report both student difficulties and outstanding success. Parents/guardians will be invited to an initial Parent/Teacher conference within the first 9 weeks of the school year. The purpose of this meeting will be to simply establish a common bond, discuss individual children's adjustment to the school and the school year, and share results from initial assessments. Parents/guardians will be invited to student-led (3 way Student/Parent/Teacher) conferences during the year as necessary. In addition, parents/guardians can contact their students' teachers for conferences or discussions at any time throughout the school year.

During their annual performance reviews, the DC Public Charter School Board will be able to view school data; the school's annual audit; and student, staff, family and community-at-large surveys to determine the progress YY has made toward the goals expressed in the accountability plan for YY at DCI.

As our own LEA, YY at DCI will report the students' Adequate Yearly Progress annually. We will make the AYP progress report via newsletters, website updates and parent meetings. In addition, YY at DCI will publicize the performance of subgroups, by August 1 annually, which contain more than 10 students to retain anonymity, and thus will comply with No Child Left Behind. Special Education data will be available to the OSSE and PCSB as required and requested.

E. Certifications (NA)

1. As applicable, documentation to be submitted prior to the commencement of operations/instruction:

a. For those locating in a new facility:

To verify safety and structural soundness of the school, written documentation of:

- (1) Inspection by a District of Columbia Government building inspector.
- (2) Inspection by the District of Columbia Fire Department.
- (3) Occupancy Permit granted by the District of Columbia Department of Consumer and Regulatory Affairs.
- (4) Approval from the District of Columbia Department of Consumer and Regulatory Affairs for the use of any explosives or flammable compounds or liquids in connection with courses taught at the school.
- (5) Evidence of compliance with all other federal and District of Columbia health and safety laws and regulations.

b. Résumés for all new professional staff and documentation of findings of background checks for all new staff, including 10 hour a week or more volunteers.

c. Documentation of current insurance coverage for general liability, property, and trustees' and employees' liability coverage.

d. Any contract for sums equal to or greater than the sum of \$25,000, not already submitted.

F. Budget

1. Pre-opening expenses. We have a budget for the DCI venture that includes 1 full time Business Person, 2 half time staff, the Educational Lead and the Office Manager. We expect that the full team will not be on board until mid 2014, which accounts for the half time costs. We also expect relatively low office and other expenses in the 2013-14 year as we set up. The expenses include only minor office costs and some consulting. To fund this period we have already received a \$35,000 Seachange Capital Group grant for DCI and each school has contributed \$10,000 to the startup for a total of \$75,000. We also are planning for a grant from the Walton Foundation and OSSE grant for Replication and Growth to help fund the early set up years.

2. Two-Year Operating Budget. The two-year operating budget funding for DCI is based primarily on Per Pupil Funding. \$500,000 is based on Title Vb Replication and Growth Grant. Other funding includes private revenue, in year 1 this is based on our aftercare program of \$208,000 as well as event funding for \$50,000 and classroom fees of \$13,000. These three numbers are based on historical revenues at Yu Ying extrapolated assuming Member School enrollment in DCI as set forth in this amendment. Expenses are primarily staff (\$1.4m) as described in our operations plan. Additional expenses in year 1 include FFE (108k) and technology (70k). We plan to have each student have a tablet and each teacher have a laptop to aid in our educational goals. The FFE includes furniture to outfit the new school. In both operating years we have a comfortable cushion to weather problems of approximately \$300k.

As our non PPF revenue is approximately 22% of total revenue, we also looked at budgets with reduced grants. We stripped out Title Vb funding, still assuming Walton. We also kept in our Aftercare program fees as we have historical data that supports these numbers. We took out our small bonuses and were able to make the budget balance. And, if it were the case we would also reduce staff in business support and also guidance. Please see Contingency Budget.

3. Capital Budget. Our Capital Budget includes purchasing technology and furniture, fixtures and equipment for the new school. We also have been awarded space at Walter Reed and will be developing that space. Preliminary numbers are being developed and can be provided once finalized. We intend to wrap renovation fees into a financing packaged.

4. Cash Flow Projections. The cash flow for year one is included. Revenue includes the Seachange Grant that was already received, member school cash contributions as well as a Walton Grant. Expenses include basic office expenses and initial staff.

DESCRIPTION	FY15		FY16	
	BUDGETED AMOUNTS		BUDGETED AMOUNTS	
	Column A		Column A	
REVENUES	501(c)3 Applicant	School	501(c)3 Applicant	School
1 Per Pupil Charter Payments		1,740,508		2,950,157
2 Per Pupil Facilities Allowance		422,402		713,132
3 Federal Entitlements		300,915		334,274
4 Other Government Funding/Grants		29,612		50,452
5 Total Public Funding		2,493,438		4,048,014
6 Private Grants and Donations		50,000		100,000
7 Activity Fees		221,850		367,200
8 Loans		-		-
9 Other Income (please describe in footnote)		25,350		43,217
10 Total Non-Public Funding		297,200		510,417
11 EMO Management Fee (= line 73, col. G)				
12				
13				
14 TOTAL REVENUES		2,790,638		4,558,431
EXPENSES	501(c)3 Applicant	School	501(c)3 Applicant	School
Personnel Salaries and Benefits				
15 Principal/Executive Salary		180,000		187,700
16 Teachers Salaries		708,677		1,155,733
17 Teacher Aides/Assistance Salaries		-		-
18 Other Education Professionals Salaries		-		144,200
19 Business/Operations Salaries		-		61,800
20 Clerical Salaries		45,000		82,400
21 Custodial Salaries		-		41,200
22 Other Staff Salaries		210,000		356,929
23 Employee Benefits		226,033		412,667
24 Contracted Staff		10,150		17,304
25 Staff Development Costs		25,200		41,983
26				
27 Subtotal: Personnel Costs		1,405,059		2,501,916
28				
29 Direct Student Costs				
30 Textbooks		10,768		18,358
31 Student Supplies and Materials		42,303		72,120
32 Library and Media Center Materials		3,846		6,556
33 Computers and Materials		70,000		122,400
34 Other Instructional Equipment		-		-
35 Classroom Furnishings and Supplies		108,750		111,250
36 Student Assessment Materials		2,307		3,934
37 Contracted Student Services		169,591		200,381
38 Miscellaneous Student Costs		17,000		12,000
39				
40 Subtotal: Direct Student Costs		424,566		546,999
41				
42 Occupancy Expenses				
43 Rent		422,402		713,132
44 Mortgage Principal Payments		-		-
45 Mortgage Interest Payments		-		-
46 Building Maintenance and Repairs		-		-
47 Renovation/Leasehold Improvements		-		-
48 Utilities		-		-

49	Janitorial Supplies	-	-
50	Equipment Rental and Maintenance	-	-
51	Contracted Building Services	-	-
52			
53	Subtotal: Occupancy Expenses	422,402	713,132
54			
55	Office Expenses		
56	Office Supplies and Materials	11,600	19,776
57	Office Furnishings and Equipment	18,600	15,400
58	Office Equipment Rental and Maintenance	6,525	11,124
59	Telephone/Telecommunications	5,800	9,888
60	Legal, Accounting and Payroll Services	82,000	98,000
61	Printing and Copying	7,250	12,360
62	Postage and Shipping	1,015	1,730
63	Other	6,000	15,360
64			
65	Subtotal: Office Expenses	138,790	183,638
66			
67	General Expenses		
68	Insurance	9,425	16,068
69	Interest Expense	-	-
70	Transportation	13,845	24,603
71	Food Service	74,103	126,333
72	Administration Fee (to PCSB)	10,639	18,196
73	EMO Management Fee	70,885	119,674
74	Other General Expense	12,030	21,860
75	Unforeseen Expenses	27,555	45,343
76	Subtotal: General Expenses	218,483	372,076
77			
78	TOTAL EXPENSES	2,609,300	4,317,761
79			
80	EXCESS (OR DEFICIENCY)		
81	Excess (or deficit) retained by school	181,338	240,669
82	Excess (or deficit) retained by EMO		

Check - cash flow		
	FY15	FY16
GS	181,338	240,669
PCSB	181,338	240,669

Occupancy Expenses														
Rent	-	35,200	35,200	35,200	35,200	35,200	35,200	35,200	35,200	35,200	35,200	35,200	422,402	
Mortgage Interest Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	
Maintenance and Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-	
Leasehold Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	
Janitorial Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	
Equipment Rental and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	
Contracted Building Services	-	-	-	-	-	-	-	-	-	-	-	-	-	
General Expenses														
Insurance	-	785	785	785	785	785	785	785	785	785	785	785	9,425	
Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	
Transportation	-	1,154	1,154	1,154	1,154	1,154	1,154	1,154	1,154	1,154	1,154	1,154	13,845	
Food Service	-	-	-	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	74,103	
Administration Fee	-	887	887	887	887	887	887	887	887	887	887	887	10,639	
EMO Management Fee	-	5,907	5,907	5,907	5,907	5,907	5,907	5,907	5,907	5,907	5,907	5,907	70,885	
Other General Expense	20,000	1,003	1,003	1,003	1,003	1,003	1,003	1,003	1,003	1,003	1,003	1,003	12,030	
Unforeseen Expenses	13,050	2,296	2,296	2,296	2,296	2,296	2,296	2,296	2,296	2,296	2,296	2,296	27,555	
6. Total Expenses	237,464	182,639	285,426	237,179	239,575	241,385	201,109	200,503	203,586	203,823	201,522	201,991	210,562	2,609,300
7. Fund Balance (end of month)	67,536	433,310	192,147	7,924	611,477	434,903	283,221	573,149	426,356	291,785	563,339	417,586	248,874	

DESCRIPTION	FY15		FY16	
	BUDGETED AMOUNTS		BUDGETED AMOUNTS	
	Column A		Column A	
REVENUES	501(c)3 Applicant	School	501(c)3 Applicant	School
1 Per Pupil Charter Payments		1,740,508		2,950,157
2 Per Pupil Facilities Allowance		422,402		713,132
3 Federal Entitlements		50,915		84,274
4 Other Government Funding/Grants		29,612		50,452
5 Total Public Funding		2,243,438		3,798,014
6 Private Grants and Donations		-		-
7 Activity Fees		221,850		367,200
8 Loans		-		-
9 Other Income (please describe in footnote)		25,350		43,217
10 Total Non-Public Funding		247,200		410,417
11 EMO Management Fee (= line 73, col. G)				
12				
13				
14 TOTAL REVENUES		2,490,638		4,208,431
EXPENSES	501(c)3 Applicant	School	501(c)3 Applicant	School
Personnel Salaries and Benefits		-		-
15 Principal/Executive Salary		180,000		187,700
16 Teachers Salaries		708,677		1,155,733
17 Teacher Aides/Assistance Salaries		-		-
18 Other Education Professionals Salaries		-		72,100
19 Business/Operations Salaries		-		61,800
20 Clerical Salaries		45,000		82,400
21 Custodial Salaries		-		41,200
22 Other Staff Salaries		210,000		356,929
23 Employee Benefits		200,641		349,178
24 Contracted Staff		10,150		17,304
25 Staff Development Costs		24,550		41,416
26				
27 Subtotal: Personnel Costs		1,379,018		2,365,760
28				
29 Direct Student Costs				
30 Textbooks		10,768		18,358
31 Student Supplies and Materials		42,303		72,120
32 Library and Media Center Materials		3,846		6,556
33 Computers and Materials		70,000		122,400
34 Other Instructional Equipment		-		-
35 Classroom Furnishings and Supplies		108,750		111,250
36 Student Assessment Materials		2,307		3,934
37 Contracted Student Services		169,591		199,017
38 Miscellaneous Student Costs		17,000		12,000
39				
40 Subtotal: Direct Student Costs		424,566		545,635
41				
42 Occupancy Expenses				
43 Rent		422,402		713,132
44 Mortgage Principal Payments		-		-
45 Mortgage Interest Payments		-		-
46 Building Maintenance and Repairs		-		-
47 Renovation/Leasehold Improvements		-		-

Contingency
 Budget

48	Utilities	-	-
49	Janitorial Supplies	-	-
50	Equipment Rental and Maintenance	-	-
51	Contracted Building Services	-	-
52			
53	Subtotal: Occupancy Expenses	422,402	713,132
54			
55	Office Expenses		
56	Office Supplies and Materials	11,600	19,776
57	Office Furnishings and Equipment	17,800	15,400
58	Office Equipment Rental and Maintenance	6,525	11,124
59	Telephone/Telecommunications	5,800	9,888
60	Legal, Accounting and Payroll Services	82,000	98,000
61	Printing and Copying	7,250	12,360
62	Postage and Shipping	1,015	1,730
63	Other	6,000	15,360
64			
65	Subtotal: Office Expenses	137,990	183,638
66			
67	General Expenses		
68	Insurance	9,425	16,068
69	Interest Expense	-	-
70	Transportation	13,845	24,603
71	Food Service	74,103	126,333
72	Administration Fee (to PCSB)	10,639	18,196
73	EMO Management Fee	70,885	119,674
74	Other General Expense	12,030	21,860
75	Unforeseen Expenses	24,555	41,843
76	Subtotal: General Expenses	215,483	368,576
77			
78	TOTAL EXPENSES	2,579,458	4,176,741
79			
80	EXCESS (OR DEFICIENCY)		
81	Excess (or deficit) retained by school	(88,821)	31,689
82	Excess (or deficit) retained by EMO		

Check - cash flow		
	FY15	FY16
GS	(88,821)	31,689
PCSB	(88,821)	31,689

G. Demographic Analysis

Name of Proposed School: District of Columbia International School (Combined programs of Washington Yu Ying Public Charter School and other Member Schools)

Proposed Location: Delano Hall, Walter Reed Army Medical Center Campus

Projected Age Range and Number of Students Expected to Enroll:

a. In 2013-2014 From Grade to Grade Number of Students: No Students

b. At Full Capacity From Grade 6 to Grade 12 Number of Students: 1047

Name	Projected Enrollment/Capacity 2011-2012	Actual Enrollment 2011-2012	Type	% Low Income	DCCAS Performance (% proficient) SY2011-2012	Percentage of Highly Qualified Teachers
Roosevelt High School	1060	646	DCPS	69%	16.7%	85%
Hospitality PCS	185	154	DCPCS	79.2%	26.7%	92%
Coolidge High School	1240	689	DCPS	64%	33.1%	88%
Columbia Heights Educational Campus	1400	1285	DCPS	75%	44%	79%
Woodrow Wilson High School	1490	1534	DCPS	43%	59.8%	71%
Washington Latin PCS	440	516	DCPCS	13.5%	78.8%	91%
Capital City PCS	455	538	DCPCS	38.5%	65.1%	100%
EL Haynes PCS	550	606	DCPCS	69.6%	62.3%	100%
Paul PCS	670	559	DCPCS	63.1%	63.8%	100%
Deal Middle School	1000	923	DCPS	23%	83.4%	74%
Hardy Middle School	550	521	DCPS	45%	65.6%	89%
MacFarland Middle School	610	180	DCPS	82%	30.8%	77%

2. Please Check the **ONE** statement that best describes your recruitment strategy and provide a rationale for the chose strategy:

I will recruit exclusively in the neighborhood where I plan to locate my charter school.

I will primarily focus my recruitment efforts in neighborhoods other than where I plan to locate my school. Please list those neighborhoods:

I will primarily focus my recruitment efforts in targeting specific populations of students, regardless of neighborhood. Please describe the target population you intend to recruit (i.e., youth placed at risk, special needs, non-native English speakers, etc.)

I will conduct a citywide recruitment effort for my school.

Rationale:

Enrollment for DCI will come primarily from the four Member Schools t forming DCI, all of which recruit their students from all neighborhoods in the city. Each Member School, under the Management Contract, is responsible for providing a set number of students to DCI. Because all of the schools recruit citywide, any student slots that arise from natural student attrition will be filled as a result of a citywide recruitment effort and a standard lottery process.

Based on the information provided above, provide the following information:

1. Describe how your proposed charter school will compete with existing schools as it relates to the recruitment of students and highly qualified teachers and securing an adequate facility.

DCI will provide an opportunity for students who are already in language immersion and inquiry-based learning settings an opportunity to continue their education with appropriate high level language instruction in the inquiry-based International Baccalaureate Middle Years and Diploma Programmes. Students will be drawn primarily from the four Member Schools and as such, the school will have little impact on the recruitment and retention of students in nearby schools. Because Washington Yu Ying PCS, a Member School, has been awarded 100,000 square feet of space in Delano Hall on the Walter Reed Army Medical Center and has dedicated its use for DCI, the school will not compete for space with other schools. Because teachers at DCI will need to have specific language and International Baccalaureate credentials, DCI is unlikely to compete for teachers with surrounding schools and has plans to cultivate and train teachers.

2. Provide a description of the proposed charter school's student recruitment strategies should the school initially locate in an area other then the intended location. Specifically, explain if students will be recruited from the area where you intend to locate or where the school will initially be located, and the short- and long-term impact of such a strategy.

DCI will be located at a turnkey incubator site during its first year of operations. We anticipate this will have no long- or short-term impacts on student recruitment because students will primarily come from the member schools. Any additional slots will be recruited from students citywide. In addition, because a permanent location has already been secured, families can confidently enroll their children knowing where the school will be located in subsequent years.

4. Provide a justification for the intended location if a strong presence of charter schools currently exists or will do so in the future. Describe how your proposed charter school will be successful given the surrounding schools.

DCI fulfills a specific need for advanced language education for students who have engaged in elementary language immersion education. No other school in the District of Columbia, either public, charter, or private, can provide advanced language instruction in all three target languages: Chinese, Spanish and French. In addition, the public high school options in the area are either oversubscribed or underperforming. DCI offers another option good option for high school where few good options exist. It should be a net benefit to the educational opportunities in the District of Columbia with very little negative impact on existing schools either public or charter.

Appendix 1 ACTFL Standards and Descriptions

ACTFL Minimum Language Proficiency Outcomes for 6-12 Language students

6 / 7 / 8	9 / 10	11 / 12	11 / 12
ACTFL Intermediate High	ACTFL Advanced Low	ACTFL Advanced Mid	ACTFL Advanced High
Able to understand factual information about everyday life, study- or work-related topics.	Able to understand most information from public announcements, such as at a sports event or in an airport.	Able to understand some slang expressions used in conversations.	Able to perform all Advanced-level tasks with linguistic ease, confidence and competence.
Able to understand paragraph-length conversations, discussions, and stories on a variety of familiar topics.	Able to understand main ideas and details on some unfamiliar topics that are presented via TV, radio, film and computer-generated media.	Able to follow the action of a sitcom, soap opera, or book on tape.	Able to consistently explain in detail and narrate fully and accurately in all time frames.
Able to use background knowledge and contextual clues to understand conversations, discussions, and stories on some unfamiliar topics.	Able to follow lengthy discussions between speakers who express different viewpoints.	Able to understand entertainment and sports reports.	Able to handle the tasks pertaining to the superior level but cannot sustain performance at that level across a variety of topics.
Able to identify main ideas and many details of topics presented on TV, radio, film, and, computer-generated media.	Able to recognize the tone, style, and/or the speaker's perspective in a variety of media.	Able to understand news items on world events from different perspectives.	Able to provide a structured argument to support their opinions, and they may construct hypotheses, but patterns of errors appear.
Able to understand the main idea and many details of a discussion, presentation or lecture on topics of personal and general interest, such as the state of the environment, the cost of gas, or current music performers/artists.	Able to understand monologues and dialogues in some plays.	Able to understand lengthy documentaries and complex interviews.	Able to support their opinions clearly and precisely.
Able to ask for and follow a series of directions.	Able to engage comfortably in extended conversation and discussions on a wide variety of topics related to work, daily life, and academics.	Able to support their recommendations in a business, social or academic context by providing explanations, arguments, and comments.	Able to make
Able to formulate questions and obtain information related to work, school, recreation and particular areas of interest.	Able to use the language fluently, accurately, and effectively on a wide variety of familiar topics that occur in the present, past or future.	Able to use a variety of idiomatic expressions and colloquialisms appropriately.	recommendations in a business, social or academic context by providing explanations, arguments, and comments.
Able to give or seek information or personal opinions in informal discussions on familiar topics in social or academic situations.	Able to express their ideas and opinions when engaged in lengthy conversation.	Able to participate in discussions and support their viewpoints on issues, such as world events, cultural events, politics, business and other matters.	Able to use a variety of idiomatic expressions and colloquialisms appropriately.
Able to receive and communicate detailed factual information related to their areas of interest, such as discussing music, placing an order, or making travel plans.	Able to get their point across in unfamiliar situations by paraphrasing or describing what they mean.	Able to conduct or participate in interviews.	Able to participate in discussions and support their viewpoints on issues, such as world events, cultural events, politics, business and other matters.
Able to convey degrees of emotion and react appropriately to the emotions of others.	Able to communicate even when unpredictable situations arise in a familiar context.	Able to communicate with overall accuracy, clarity and precision.	Able to support their opinions clearly and precisely.
	Able to present their point of view on many social, work and academic topics.	Able to present on many concrete and some abstract topics with fluency and flexibility.	Able to make
	Able to present a persuasive argument, linking their ideas logically.	Able to adapt their presentations to a variety of audiences.	recommendations in a business, social or academic context by providing explanations, arguments, and comments.
	Able to narrate and describe in present, past, and	Able to defend a viewpoint on an academic or professional issue.	Able to use a variety of idiomatic expressions and colloquialisms appropriately.

Appendix 2 Projected Enrollment By Year

DCI Enrollment by Year, Class and Member School								
	Yu Ying	LAMB	s	MV	Cooper	Total		
SY2014-15								
6th - 2021	30	5	20	12	18	85		
7th - 2020	20	4	20	0	16	60		
8th - 2019							Schools	0.92
9th - 12th								0.92
					TOTAL	145		
SY2015-16								
6th - 2022	40	10	25		20	95		
7th - 2021	28	5	20	11	22	85		
8th - 2020	18	4	18		20	60		
9th - 12th								
					Sum	240		
SY2016-17								
6th - 2023	50	20	40		10	120		
7th - 2022	37	9	23		21	90		
8th - 2021	25	4	18	10	22	80		
9th - 2020	17	3	17		23	60		
10th - 12th					0			
					Sum	350		
SY2017-18								
6th - 2024	50	20	40	50	0	160		
7th - 2023	46	18	37		19	120		
8th - 2022	34	8	21		27	90		
9th - 2021	23	4	17	9	26	80		
10th - 2020	16	3	16		21	55		
11th - 12th								
					Total	505		
SY2018-19								
6th - 2025	50	20	40	50	0	160		
7th - 2024	46	18	37	46	13	160		
8th - 2023	42	17	34		27	120		
9th - 2022	31	8	19		32	90		
10th - 2021	21	4	16	9	24	74		
11th - 2020	14	3	14		19	51		
12th - 2019								
					Sum	654		
SY2020-21								
6th - 2026	50	20	40	50	0	160		
7th - 2025	46	18	37	46	13	160		
8th - 2024	42	17	34	42	25	160		
9th - 2023	39	16	31		34	120		
10th - 2022	29	7	18		29	83		
11th - 2021	20	3	14	8	22	68		
12th - 2020	13	3	13		18	47		
					Sum	797		

Appendix 3 Draft Management Contract

**FULBRIGHT 10/16/12 PRELIMINARY DRAFT
FOR DISCUSSION PURPOSES ONLY**

CHARTER SCHOOL MANAGEMENT AGREEMENT

This CHARTER SCHOOL MANAGEMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2014 and entered into by and between WASHINGTON YU YING PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation and public charter school (the “**Yu Ying**”) and DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL, a District of Columbia nonprofit corporation (“**Manager**”), each a “**Party**” and collectively the “**Parties**.”

RECITALS

WHEREAS, pursuant to Section 38-1802.03 of the District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the “**Act**”), Yu Ying has been granted a charter by the District of Columbia Public Charter School Board (the “**Authorizer**”) to operate a public charter school in the District of Columbia Member School;

WHEREAS, Yu Ying submitted a petition in accordance with Section 38-1802.02 of the Act to amend its existing charter to expand its enrollment to include students in middle school and high school (the “**YY Secondary School**”), and such petition was approved by the Authorizer on ____ (such petition, as amended through the date hereof, the “**Application**”; a copy is attached hereto as Exhibit);

WHEREAS, each of Elsie Whitlow Stokes Community Freedom Public Charter School (“**Stokes**”), Latin American Montessori Bilingual Public Charter School (“**LAMB**”), and Mundo Verde Public Charter School (“**Mundo Verde**” and, collectively, the “**Other Member Schools**”) is a public charter school in good standing with the Authorizer and has submitted a petition to amend its respective charter for the expansion of its program on terms and conditions substantially similar to those specified for the YY Secondary School, as set forth in the Application, and the Authorizer has approved each such petition (each, an “**Other Member Application**”);

WHEREAS, Yu Ying together with each of the Other Member Schools incorporated and became the sole members of Manager, as a District of Columbia nonprofit corporation with members, for the purpose of combining the operations and management of their respective middle-high school programs in accordance with the Application and each other Member Application, such combined program being referred to hereinafter as the “**Combined School**” or “**DCI**”;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Yu Ying and Manager agree as follows:

**ARTICLE 1
APPOINTMENT OF MANAGER**

Section 1.1 Authority of Member School.

(A) The parties acknowledge and agree that (i) Yu Ying has been authorized to enroll students in grades six through twelve in a separate middle-high school program operated jointly with the middle-high school programs of each of the Other Member Schools, through the Combined School; (ii) Yu Ying and the Other Member Schools (each, individually, a "**Member School**") have formed Manager solely for the purpose of operating the Combined School in accordance with this Agreement and the respective charters and charter agreements with the Authorizer of each Member School (each, a "**Charter**"). Yu Ying agrees to use its best efforts to maintain its Charter in full force and effect and to use commercially reasonable efforts to support Manager's efforts to ensure that the Combined School is opened as scheduled in July __, 2014, with classes commencing on or about September 1, 2014 for students in the initial opening grades.

(B) Yu Ying's Charter is incorporated in this Agreement and binding on Manager insofar as it specifies the terms and conditions under which Yu Ying is authorized and committed to operate the YY Secondary School and, with the Other Member Schools, to organize and operate the Combined School. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter; and (ii) not be construed to interfere with the constitutional, statutory, or fiduciary duties of the Member School's Board of Trustees (the "**Member Board**").

(C) Appointment of Manager. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, Yu Ying hereby contracts with Manager for the provision of comprehensive educational, business administration, facility, and management services, including without limitation, all labor, equipment, and materials necessary for the provision of the same, for the operation and management of DCI as set forth herein (collectively, the "**Services**").

Section 1.2 Independent Contractor. Manager shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of Yu Ying. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of Manager. Consistent with the status of an independent contractor, Manager reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with applicable Law and the Member's Charter. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

Section 1.3 Designations and Appointments.

(A) Manager, including its directors, officers, and employees are hereby designated as "other School Officials having a legitimate educational interest in education records" for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. §1232g *et seq.* (FERPA) in relation to the Yu Ying students enrolled in the YY Secondary School.

(B) Manager, its directors, officers, and employees may be designated by Yu Ying for other purposes by a written resolution of the Yu Ying Board of Trustees.

Section 1.4 Term and Termination.

(A) Conditions to Effectiveness of this Agreement. The grant of authority and delegation set forth in this Article I and the terms of Article __ hereof shall become effective upon the earliest date on which each of the following conditions is satisfied (the “**Effective Date**”): *[To be revised depending on timing of execution, etc]*

(i) Each of the Other Member Schools shall have entered into a charter school management agreement with the Manager on substantially identical terms and conditions as contained in this Agreement (each, an “**Other Management Contract**”);

(ii) The Authorizer has approved the Applications of each of the Other Member Schools and the establishment in accordance herewith and therewith of the Combined School; and

(iii) The Manager has received a determination letter from the Internal Revenue Service confirming its status as a 501(c)(3) charitable organization organized for the purposes described herein and in the Articles of Incorporation and Bylaws of the Manager as of the date hereof.

(B) Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein (the effective date of such expiration or termination being referred to as the “**Termination Date**”), shall continue until the termination or expiration of the Charter currently in effect, inclusive of any Charter reauthorization or renewal periods thereof (the “**Term**”). The Parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that Yu Ying and Manager submit an amended or restated Agreement for review by the Authorizer.

(C) Termination.

(i) By Manager. Manager may terminate this Agreement prior to the end of the Term if Yu Ying fails to remedy a material breach of this Agreement within sixty (60) days after receiving a notice from Manager of such breach. For purposes of this Subsection, a material breach by Yu Ying shall mean: (i) Yu Ying’s failure to timely pay to Manager any compensation or reimbursement required by this Agreement to be paid by Yu Ying to Manager; or (ii) a suspension, revocation, or expiration of the Charter.

(ii) By Yu Ying. Yu Ying may terminate this Agreement prior to the end of the Term if Manager fails to remedy a material breach of this Agreement within (60) days after receiving notice from Yu Ying of such breach. For purposes of this Subsection, a material breach by Manager shall mean:

(1) Manager’s failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below);

(2) Manager's failure to comply with the Charter or applicable Law in any material respect;

(3) Receipt by the Member School of an unsatisfactory report from the Authorizer or a nationally recognized, independent education consultant retained by Yu Ying regarding the Services or the performance of the YY Secondary School or Combined School, unless Manager prepares a remedial plan, within thirty days following the receipt of such report, reasonably satisfactory to Yu Ying, demonstrating the commitment and ability of Manager to correct the performance deficiencies identified in such report;

(4) the reasonable determination by Yu Ying, after consultation with legal counsel, that continuation of this Agreement or its implementation would serve as grounds for suspension, revocation, or non-renewal of the Charter, including without limitation any such determination arising from conditions or circumstances caused by an Other Member School or Manager;

(5) the reasonable determination by Yu Ying, after consultation with legal counsel, that continuation of this Agreement or its implementation would jeopardize material tax exemptions of the Combined School or its non-profit status, including without limitation any such determination arising from conditions or circumstances caused by an Other Member School or Manager; or

(6) any action or inaction by Manager that places the Charter in imminent jeopardy of termination, suspension or revocation.

(iii) By Either Party. Either Party may terminate this Agreement prior to the end of the Term, with or without cause, by providing the other Party with at least ninety (90) days' prior written notice.

(iv) Copies of Notices. Each Party agrees that, simultaneously with the delivery of any notice to the other Party pursuant to this **Section 1.4**, it shall deliver a copy of such notice of each of the Other Member Schools, in each case at the addresses therefor set forth in Exhibit hereto. Upon delivery or receipt of any notice under **Section 1.4** of any Other Management Contract, Manager shall deliver a copy of such notice to Yu Ying.

Section 1.5 Effect of Termination.

(A) If this Agreement is terminated prior to the end of the Term, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

(B) Upon the Termination Date for any reason:

(i) Promptly, but no later than 30 days following the Termination Date, Manager shall deliver all student records, reports, documents and files

concerning past or prior students of Yu Ying to Yu Ying or as otherwise instructed by Yu Ying;

(ii) Manager shall immediately cease to hold the designation in relation Yu Ying students described in 1.5;

(iii) Manager shall if requested by Yu Ying, assist Yu Ying for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee, with the Member School's transition to another administrative, managerial, or services arrangement or the retention of such functions with Yu Ying for the continued operation of the YY Secondary School on behalf of Yu Ying; and

(iv) Any Party to whom Confidential Information (as defined below) has been disclosed pursuant to this Agreement shall, upon request and at the direction of the disclosing Party: (A) return such Confidential Information within thirty (30) days following the effective date of the termination, including any copies thereof, and cease its use; and/or (B) destroy copies of such Confidential Information and certify such destruction to the disclosing Party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement, and except where disclosure or retention is required by applicable law.

(C) In addition, if in connection with any Termination the YY Secondary School is to cease operations, Manager shall:

(i) promptly but no later than sixty (60) days after the Termination Date, transfer all other assets of Manager purchased with District of Columbia public funds or federal funds as directed by Yu Ying; and

(ii) for five (5) years after the Termination Date, maintain all its other records, reports, documents and files of DCI or relating to the Services and shall not dispose of such records, reports, documents and files without first offering them in writing to Yu Ying; and

(iii) if the Department of Education (or any other entity permitted by the Act to assume the management of the Combined School) assumes management of the Combined School pursuant to the terms of the Act, take such actions as the Department of Education (or such entity) shall reasonably require.

(D) If in connection with the Termination the Department of Education places the Member School or YY Secondary School in a probationary status pursuant to Section 38-1802.12(d)(5)(B) of the Act, Manager shall take such actions as the Department of Education shall reasonably require.

(E) If in connection with the Termination the Combined School continues operations but not as a public school or if all of the Member Schools cease to operate a secondary school, Manager shall promptly but no later than sixty (60) days after the

Termination Date, transfer all other assets of Manager purchased with District of Columbia public funds or federal funds as directed by Yu Ying.

(F) For five (5) years after the Termination Date, Manager shall maintain all its other records, reports, documents and files of Manager created during or covering periods during the Term and shall not dispose of such records, reports, documents and files without first offering them in writing to Yu Ying.

ARTICLE 2 RESPONSIBILITY FOR FACILITY; LOCATION OF THE COMBINED SCHOOL

Section 2.1 Lease and Renovation of DCI Property. *[To be determined depending on lease/sublease and financing structure, but expected that Manager, rather than Yu Ying, will bear the financing risk, or that each of the Member Schools will participate ratably]*

Section 2.2 Location: Permits. The parties intend that the Combined School shall be operated by Manager initially at _____ and, commencing on or about July 31, 2015, at _____ (in each case, Manager's fee or leasehold interest in such property, being referred to as the "**DCI Property**"). Manager shall not operate the Combined School or any other business at a location other than the DCI Property without the prior written consent of Yu Ying. In order to ensure that the operation of the Combined School at the DCI Property complies with the Charter and all applicable Law:

(A) At least 30 days prior to the first day of the Combined School's first academic year, Manager shall submit to Yu Ying (i) a report regarding the status of all Authorizations required for Manager's use of the DCI Property, including occupancy permits and health and safety approvals, and (ii) a report identifying any lease, sublease, deed or other instrument authorizing the use or evidencing the ownership of the DCI Property by Manager and summarizing any financing entered into in connection therewith, along with true, correct and complete copies of each of the documents referenced in the report. "**Authorizations**" shall mean (a) any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive or other authorization of, by or with, (b) any notice to or from, (c) any declaration of or with, or (d) any registration with, any governmental authority, in each case relating to the operation of the School.

(B) Manager shall provide Yu Ying a copy of the certificate of occupancy for the DCI Property certified by an officer of Manager as true, correct and complete.

(C) Manager shall provide Yu Ying the certificates of insurance required by Agreement, within the time periods specified.

(D) Manager shall provide Yu Ying with true, correct and complete copies of any agreements entered into for the provision of food services at the School, or if no such agreements have been entered, a detailed description of how such food services will be provided at the School.

(E) Manager shall provide Yu Ying with a certification from an officer of Manager that Manager has complied in all respects with Section 38-1802.04(c)(1) of the Act in connection with any procurement contracts entered into by or in the name of Manager.

(F) Manager shall provide Yu Ying with a certification from an officer of Manager, that Manager has in place all health and safety procedures required by law, including a fire evacuation plan.

(G) Manager shall provide Yu Ying with a certification from an officer of Manager has conducted background checks on all employees and persons who volunteer ten (10) or more hours per week at the Combined School.

(H) Manager shall provide Yu Ying with a certification from an officer of Manager that Manager has sufficient books and other supplies for all students attending the Combined School and that curriculum materials have been developed and provided to all teachers at the Combined School.

(I) Manager shall provide Yu Ying with a certification from an officer of Manager that all signed employment contracts entered into by Manager are on file at the Combined School.

A copy of any information submitted to Yu Ying or otherwise required by this Section shall be kept on file at DCI Property and available for inspection and/or copy by Yu Ying and/or the Authorizer upon request.

ARTICLE 3 FINANCIAL ARRANGEMENTS FOR THE COMBINED SCHOOL

Section 3.1 Deposit of Funding for the YY Secondary School. In consideration for Manager's provision of the Services, Funding for the YY Secondary School received by Yu Ying shall be deposited in the bank account of the Manager specified in writing by the Manager from time to time, account within three (3) business days following Yu Ying's receipt thereof; provided, however, that upon receipt of a notice from Manager, the School shall pay all such funds owing under this Agreement directly to the account or party specified in such notice. Except as specifically excluded by this Agreement, the term "**Funding for the YY Secondary School**" shall include

(A) all "per pupil" funding received by or on behalf of Yu Ying in relation the enrollment of the YY Secondary School, including but not limited to the following, and excluding for the avoidance of doubt all funding directly allocable solely to YY students other than the YY Secondary School students and excluding the Per Pupil Holdback (as hereinafter defined):

(i) All uniform per pupil funding pursuant to the Act with respect to enrollment in the YY Secondary School (the "**PPF**"), less the Per Pupil Holdback, as hereinafter defined

(ii) The facilities allotment pursuant to the Act with respect to the enrollment in the YY Secondary School; (the “**Facilities Allotment**”);

(iii) Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the YY Secondary School. (collectively, “**Special Education Funding**”);

(iv) At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled in the YY Secondary School (collectively, “**At Risk Funding**”);

(v) Funding provided by the federal and/or state government that is directly allocable to students enrolled at the YY Secondary School with limited English proficiency (collectively, “**ELL Funding**”); and

(B) all other funding received by Yu Ying which is designated for or is otherwise directly allocable or attributable to the YY Secondary School or Combined School, including all other grants and donations received by Yu Ying to support or carry out programs at the YY Secondary School or Combined School (collectively, “**Grants**”), and all fees charged to students in the YY Secondary School, if any, as permitted by Law for extra services provided by Manager as approved by the Board.

Section 3.2 Manager Fee. Manager shall receive all Funding for the YY Secondary School as its fee for the provision of the Services (the “**Fee**”), from which it shall pay all operating costs of the Combined School as detailed in the Budget. [Manager and Yu Ying acknowledge that operating costs may include an administrative fee payable to the Authorizer as set forth in the Charter.] Payment of the Fee shall be made on the same frequency that the School receives its Funding for the YY Secondary School or any portion thereof. Manager shall be entitled to retain as compensation for the Services the difference, if any, between the Fee (together with the Fee paid pursuant to each other Management Contract) and the amount actually expended by Manager in operation and/or management of the Combined School during the School's fiscal year; it being understood that all such retained amounts shall be used by the Manager for the benefit of the Combined School, including, in the reasonable discretion of the Manager, for the establishment of prudent reserves and savings or the paydown of debt.

Section 3.3 Per Pupil Holdback. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, Yu Ying shall allocate to an account (the “**Dedicated Account**”), subject to the control of the Yu Ying Board of Trustees, dedicated to Yu Ying’s monitoring and coordination with Manager in relation to the YY Secondary School, an amount equal to the [5%] of the PPF for the YY Secondary School (the “**Per Pupil Holdback**”). The aforesaid amount shall be deposited by Yu Ying into the Dedicated Account pro-rata during the course of the school year as Funding for the YY Secondary School are actually received. All funds in the Dedicated Account are the property of Yu Ying and may be used by Yu Ying at the discretion of its Board of Trustees for the aforesaid purposes. Funds in the Dedicated Account that are not spent by Yu Ying during the school year shall carryover annually.

Section 3.4 Other Member Schools. Yu Ying acknowledges that Manager has entered into the Management Contracts with the Other Member Schools, and that the Fee, together with the Fee received by the Manager pursuant to such other Management Contracts, shall be combined and used for the operation and benefit of the Combined School rather than segregated for the benefit of the YY Secondary School or any other Member School exclusively. Notwithstanding the foregoing, Manager agrees, to the extent required by applicable Law, to use the Special Education Funding, the At Risk Funding, and the ELL Funding solely for the purposes and students designated therefor, to the extent required by applicable Law, and to use the Grants solely for the purposes designated by the grantors thereof to the extent required by the terms thereof [Discuss funding which must be used for dedicated purposes such as SPED, others]. Furthermore, Manager agrees, solely for recordkeeping and reporting purposes as requested from time to time by the Member Schools, to allocate its expenses incurred for the benefit of the Combined School to the individual Member Schools on a prorated basis based upon the number of enrolled students, or on such other equitable basis as is reasonably determined by Manager. Manager agrees to use its commercially reasonable efforts to collect its Fee from each of the Other Member Schools pursuant to the terms of the Management Contracts.

Section 3.5 Fundraising. Manager is entitled and directed to conduct fundraising for the Combined School and to apply such funds equitably to the Combined School for the benefit of the students. For avoidance of doubt, all such funds must be accounted for in the same manner as the Fee and included in the reports required under this Agreement. To avoid competition, Manager and Yu Ying shall coordinate with respect to fundraising for the YY Secondary School and the Combined School. [Discuss – may need clearer lines between fundraising efforts?]

Section 3.6 Costs. Manager shall be responsible for all costs associated with its operation and the operation of the Combined School including without limitation the costs of goods, services and the assessments administered pursuant this Agreement or applicable Law.

Section 3.7 Inventory. Manager shall maintain an inventory of all assets of Manager purchased with District of Columbia public funds or federal funds. Manager shall make such inventory available to Yu Ying and the Authorizer from time to time upon Yu Ying's or Authorizer's request.

ARTICLE 4 EDUCATIONAL PROGRAM

Section 4.1 Mission Statement. Manager shall operate the YY Secondary School, as an integrated part of the Combined School, in accordance with the mission statement, educational plan, and other specifications set forth in the Charter.

Section 4.2 Age; Grade. In its first academic year, the Combined School shall instruct students in grades [6 and 7]. In subsequent academic years, in accordance with Exhibit, the Combined School may instruct students in grades 6 through Grade 12. The Combined School shall not instruct students of any other grade without prior written consent of Yu Ying.

Section 4.3 Enrollment.

(A) Attendance and enrollment in the Combined School shall be solely through enrollment in a Member School. enrollment in the Combined School, which shall be open to any pupil in grades 6 through 12, as set forth in **Section 4.2**, who resides in the District of Columbia. Students who are not residents of the District of Columbia may attend the Combined School, through enrollment in a Member School, solely to the extent permitted by the Act. Manager, on behalf of Yu Ying and each Other Member School, shall determine whether each pupil resides in the District of Columbia according to guidelines established by the Authorizer from time to time. Subject to clause B below, Manager shall maintain an enrollment, allocated among the Member Schools as shown, of no more than [] pupils in its first academic year and no more than [] pupils in subsequent academic years substantially in accordance with Exhibit attached hereto.

(B) If eligible applicants for enrollment in the YY Secondary School for any academic year exceed the number of spaces available in the YY Secondary School for such academic year, Manager, on Yu Ying's behalf, shall select students pursuant to the random selection process set forth as Exhibit attached hereto. Manager shall notify Yu Ying in writing of any proposed material change to the random selection process and waitlist procedure at least ninety (90) days prior to the date of the proposed implementation thereof, which shall be subject to the consent of Yu Ying. With respect to any such proposed change, Yu Ying shall consider any comments of Manager and the Authorizer in connection with such change. For avoidance of doubt, Manager shall not implement any material change to the random selection process unless after giving effect to such change the random selection process would (i) include (a) an annual deadline for enrollment applications that is fair and set in advance of such deadline, and (b) a process for selecting students for each academic year (1) if applications submitted by the deadline exceed available spaces for such academic year, and (2) for spaces available after the beginning of such academic year, (ii) publicize the application deadline and the selection processes, and (iii) provide a procedure to determine whether applicants reside in the District of Columbia.

(C) Manager shall keep records of student applications, enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in this Agreement or otherwise required by the Authorizer or applicable Law from time to time.

Section 4.4 Curriculum.

(A) Manager shall design and implement the educational program set forth in the Yu Ying Charter, as modified in accordance with this Agreement. Manager shall notify Yu Ying in writing of any change in the curriculum or instructional method of the Combined School that is a significant departure from the curriculum or instructional method in the plan set forth in the Application as amended in accordance with this Agreement at least one hundred twenty (120) days prior to the date (as set forth in the notice to Yu Ying) of the proposed implementation thereof (the "**Implementation Date**") With respect to any such proposed change, Manager shall consider any comments of Yu

Ying and the Authorizer, its staff and its agents in connection with such change. Manager shall provide promptly to Yu Ying any materials requested by Yu Ying in connection with such change in curriculum or instructional method.

(B) Manager shall not implement any material change in the curriculum or instructional method of the YY Secondary School or the Combined School without the prior written consent of Yu Ying if:

(i) the Authorizer has previously notified Manager in writing that Yu Ying is on probation for failure to satisfy performance targets set forth in its accountability plan, and such notice has not been rescinded by the Authorizer in writing; or

(ii) Yu Ying determines in consultation with the Authorizer that such change would constitute a significant departure from the mission and goals set forth in the Application, and notifies Manager of such determination in writing within ninety (90) days after Yu Ying receives notification of such proposed change.

Section 4.5 Standards. As part of its accountability plan, Manager, in consultation with Yu Ying and each of the Other Member Schools, shall adopt student content and performance standards for all subject areas at all grade or other performance levels served by the Combined School. The Combined School's educational program shall be aligned with the Combined School's content and performance standards.

Section 4.6 Students with Disabilities. Manager shall comply with all federal requirements concerning the education of students with disabilities and shall designate and notify Yu Ying, the Authorizer and the Director of the Office of Special Education of the District of Columbia Public Schools of the individual responsible for case management of the education of the YY Secondary School's students with disabilities. Manager acknowledges and understands that each Yu Ying and each Other Member School has elected to act as its own a local education agency for purposes of Part B of the Individuals with Disabilities Education Act, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. Yu Ying shall not change such election without good faith consultation regarding such change with Manager and each of the Other Member Schools and in any case shall not change such election prior to the end of the current academic year.

Section 4.7 Student Policies, Expulsion and Suspension.

(A) No later than [April 30, 2014], Manager shall deliver to Yu Ying in writing copies of the policies governing students at the Combined School. Manager shall notify Yu Ying in writing of any material change to such policies within thirty (30) days of the adoption of such change. Manager shall consider the comments of Yu Ying, its staff and its agents in connection with such policies, but shall have the final discretion with respect to adoption and amendment of such policies. Notwithstanding the foregoing, the policies regarding the expulsion or suspension of students shall be as set

forth in Exhibit hereto. Manager shall make the policies governing students at the Combined School available in writing to parents and students.

(B) Manager shall notify Yu Ying promptly (concurrently with ny notification delivered to the applicable student) of any expulsion or any suspension of more than five (5) school days of any DCI student enrolled in Yu Ying.

ARTICLE 5 EVALUATION AND ACCOUNTABILITY

Section 5.1 Accountability Plan.

(A) Manager shall develop an accountability plan setting forth (i) goals, content and performance standards and performance indicators for the Combined School, (ii) specific annual and long-term performance targets for such performance indicators related to each goal, (iii) a method to measure the Combined School's achievement of such performance targets, (iv) timelines for achieving performance targets set forth in the accountability plan, (v) procedures for taking corrective action when the Combined School's performance falls below such performance targets, (vi) strategies for reporting the Combined School's performance and progress to parents, the community and Yu Ying, and (vii) such other items as Yu Ying may require (the "**Accountability Plan**"). In developing or modifying the Accountability Plan, Manager shall cooperate with Yu Ying and the Authorizer, its staff and its agents.

(B) Within three (3) months after the beginning of DCI's first academic year, Manager shall submit the Accountability Plan in writing to Yu Ying. Upon notice to Yu Ying's approval of the Accountability Plan (which approval shall be contingent upon the approval of the Member Board and the Authorizer), such Accountability Plan shall be attached to this Agreement and, without further action by Yu Ying or Manager, shall become a part hereof and be binding upon Manager.

(C) Each of Yu Ying and Manager shall provide Yu Ying written notice of any proposed change in the Accountability Plan at least one hundred and eighty (180) days prior to the proposed implementation thereof. If such change significantly amends the performance goals, objectives, standards, indicators, targets or other basis against which Manager and Yu Ying have determined to judge the performance of Yu Ying, Manager shall not implement such change without the prior written approval of the Member Board, the Board of Trustees of Manager and the Authorizer. With respect to any other proposed change in the Accountability Plan, Manager and Yu Ying shall consider any comments of the Authorizer, its staff and its agents in connection with such change.

Section 5.2 Corrective Action. In connection with the review by Yu Ying and the Authorizer of the performance of the YY Secondary School or the Combined School, if the Authorizer determines that the YY Secondary School or the Combined School is not progressing toward one or more performance goals set forth in the Accountability Plan or that the quality of the educational program is not satisfactory, then the Authorizer in consultation with Yu Ying,

may require Manager on Yu Ying's behalf to develop and implement a corrective action plan. Nothing contained herein shall restrict the Authorizer's ability to revoke Yu Ying's Charter in accordance with the Act or to limit the Parties termination rights specified in Article I.

Section 5.3 Standardized Testing. At a minimum, Manager shall administer, on Yu Ying's behalf, in accordance with the policies of the governmental body responsible for the District of Columbia Public Schools (the "**Department of Education**"), any District-wide assessments used to measure student achievement required by the Department of Education to be administered in public schools in the District of Columbia covering the same grades or ages as the Combined School and the results of which the Department of Education intends to make publicly available; provided that with respect to students receiving special education, Manager shall only be required to administer tests related to such students' individual education plans.

ARTICLE 6 CONTRACTS

Section 6.1 Contracts.

(A) Manager shall submit to Yu Ying and the Authorizer with respect to any procurement contract awarded by Manager and that has a value equal to or in excess of \$25,000, not later than 3 days after the date on which such award is made: (i) all bids received for such contract, (ii) the name of the party awarded such contract, and (iii) the rationale for such award. The foregoing does not apply to any contract for lease or purchase of real property, any employment contract for a staff member of Manager.

(B) Each contract described in clause A above (including for the avoidance of doubt, any contract for lease or purchase of real property, any employment contract for a staff member of Manager, whether or not subject to the procurement requirements described above) shall be referred to herein as a "**Material Contract**." Upon the request of Yu Ying or the Authorizer, Manager shall deliver to Yu Ying copies of any Material Contract to Yu Ying and/or the Authorizer.

Section 6.2 Insurance Coverage and Insurance Certificates.

(A) Manager shall procure and maintain in full force and effect at all times insurance policies with an independent insurance broker with a license in the District of Columbia providing at least the limits and coverage provisions required by the terms of the Charter and applicable Law or as otherwise reasonably specified by Yu Ying. Without limiting the above, Manager, and any person to whom Manager shall at any time subcontract any of the management Services, shall maintain management professional liability insurance with a \$ 1,000,000 minimum limit per occurrence.

(B) All policies of insurance required to be maintained pursuant to clause (A) shall be endorsed to name Yu Ying and its directors, officers, employees and agents as additional insureds. All policies of insurance required to be maintained pursuant to this **Section 6.2** shall be endorsed to provide that the insurer is required to provide Yu Ying with at least thirty (30) days' prior notice of substantial reduction in coverage or amount (other than a reduction in coverage or amount resulting from a payment thereunder),

cancellation or non-renewal of any policy. Yu Ying may from time to time, by written notice to Manager, amend the amount and scope of insurance coverage required by this **Section 6.2** to include such additional insurance coverage which, in the reasonable opinion of Yu Ying, is generally maintained with respect to schools by prudent school management, subject to the availability of such insurance in such amounts on commercially reasonable terms.

(C) No later than August 1, 2014 and no later than August 1 of each subsequent year, Manager shall deliver to Yu Ying and Authorizer a certificate of insurance with respect to each insurance policy required pursuant to **Section 6.2**. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall (1) identify underwriters, the type of insurance, the insurance limits and the policy term, and (2) specifically list the special provisions enumerated for such insurance required by **Section 6.2**. Concurrently with the furnishing of the certification referred to in this **Section 6.2**, Manager shall furnish Yu Ying and Authorizer with a report of an independent insurance broker satisfactory to Yu Ying, signed by an officer of such broker, stating that all premiums then due have been paid. In addition, Manager will notify Yu Ying and the Authorizer in writing promptly of any default in the payment of any premium and of any other act or omission on the part of Manager which may invalidate or render unenforceable, in whole or in part, any insurance being maintained pursuant to **Section 6.2**. Upon request by Yu Ying or the Authorizer, Manager will promptly furnish Yu Ying and the Authorizer with copies of all insurance policies, binders and cover notes or other evidence of insurance relating to the insurance required to be maintained pursuant to **Section 6.2**.

Section 6.3 Transactions with Affiliates. Manager shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of Manager, any member of the Board of Trustees of any Member School or Manager, any Affiliate of a Member School or any employee of the Member unless the terms of such transaction (considering all the facts and circumstances) are no less favorable to Manager than those that could be obtained at the time from a Person that is not such an Affiliate, “**Affiliate**” shall mean, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person and, if such Person is an individual, any member of the immediate family (including parents, spouse, children and siblings) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust; for purposes of the definition of “Affiliate,” “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, Manager shall be free to contact with any of Member Schools on terms and conditions approved by Manager’s Board of Trustees and unanimously approved the Member Schools.

Section 6.4 No Agency. Manager shall disclose to all third parties entering into contracts with Manager that none of Yu Ying or the Other Member Schools nor the Authorizer

has any responsibility for the debts or actions of Manager. Manager shall not purport to act as the agent of the Authorizer or the government of the District of Columbia with respect to any contract or any Member School.

ARTICLE 7 REPORTS

Section 7.1 Reporting Requirements. Manager shall deliver [to Yu Ying]:*[Note: currently set up so that all required reporting mandated by the Charter has to be provided by Manager to Yu Ying in advance, rather than directly to Authorizer at Authorizer deadline. Discuss other reporting which should be specified in Agreement]*

(A) **Annual Reports:** no later than September 1 of each year, beginning September 1, 2014, an annual report in a format acceptable to Yu Ying which shall set forth the financial status, academic program and performance of the Combined School and YY Secondary School, individually, as of the close of the prior academic year including all items required by Section 38-1802.04(c)(1)(B) of the Act, the results of any standardized tests not contained in the prior annual report delivered to Yu Ying pursuant to this clause A (or in the case of the first annual report, any such results obtained prior to the submission of such report), an assessment of compliance with the performance goals, objectives, standards, indicators or targets or any other basis for measuring the performance of the YY Secondary School or the Combined School as set forth in the Accountability Plan and such other items as Yu Ying may reasonably request; such report shall be delivered to Yu Ying in a paper format and transmitted electronically in a format acceptable to Yu Ying; such report shall be made available to the public upon request;

(B) **Audited Financial Statements:** as soon as available but no later than one hundred and twenty (120) days after the end of each Fiscal Year, audited financial statements of Manager for such Fiscal Year prepared in accordance with generally accepted auditing standards and the *Government Auditing Standards* issued by the Comptroller General of the United States, by an independent certified public accountant licensed in the District of Columbia and reasonably acceptable to Yu Ying and the Authorizer; such audited financial statements shall be made available to the public upon request; “**Fiscal Year**” shall mean the fiscal year of Manager ending on June 30 of each calendar year;

(C) **Interim Financial Reports:** as soon as available and in any event within 30 days after the end of each Interim Period starting with the Interim Period beginning July 1, 2014, (i) the balance sheet of Manager as at the end of such Interim Period and the related statements of income and cash flows of Manager for such Interim Period and for the period from the beginning of the then current Fiscal Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of Manager that they fairly present, in all material respects, the financial condition of Manager as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments, and (ii) notes to the balance sheet describing the financial status of Manager

including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for such Interim Period and for the period from the beginning of the then current Fiscal Year to the end of such Interim Period; “**Interim Period**” shall mean monthly, and from time to time thereafter, upon written notice by Yu Ying to Manager, the period designated by Yu Ying in such notice; Yu Ying may require Manager to submit the financial reports to be delivered pursuant to this **Section 7.1(C)** on a computer disk or in another electronic format compatible with software designated by Yu Ying from time to time;

(D) **Budget; Fiscal Year:** no later than May 1 of each year starting May 1, 2014, an annual operating budget, an annual capital budget and cash flow projections (collectively, a “**Budget**”) for the Combined School for the next succeeding Fiscal Year; Manager’s operating budget for the Combined School for the period from July 1, 2014 to June 30, 2016 is set forth in Exhibit hereto; Manager shall deliver to Yu Ying no later than September 30, 2014 a revised operating budget for the period from July 1, 2014 to June 30, 2016; Manager shall consider the comments of Yu Ying and the Authorizer with respect to each Budget; if the Authorizer has previously notified Manager in writing that YY Secondary School (or the Combined School) is on probation for fiscal management reasons and such notice has not been rescinded by the Authorizer in writing, Manager may only implement such Budget with the prior written approval of Yu Ying and the Authorizer;

(E) **Enrollment Census:** on dates identified by the Authorizer or Yu Ying in writing, a report (i) identifying the number of students (including nonresident students and students receiving special education) currently enrolled in the Combined School in each of (a) preschool, (b) prekindergarten, (c) grades kindergarten through 12, (d) adult, community and vocational programs, and (e) nongrade level programs, (ii) identifying the number of students enrolled in the Combined School and their grade levels who are any of the following: (a) nonresident students, (b) students receiving special education, (c) emergency migrants, (d) new or leaving students, (e) students eligible for free or reduced meals, or (f) students with limited English proficiency, (iii) setting forth the amount of fees and tuition assessed and collected from nonresident students currently enrolled in the Combined School, and (iv) certified by the chair of Board of Trustees and the Head of School of Manager that such report is true and correct in all material respects; unless Yu Ying or Authorizer notifies Manager otherwise in writing, such report shall be in the format required by the Department of Education for similar reports from public schools in the District of Columbia and such count shall be conducted in a manner comparable to that required by the Department of Education for enrollment counts by District of Columbia Public Schools;

(F) **Attendance:** on dates identified by the Authorizer or Member School in writing, attendance data using the attendance management reporting software required by Yu Ying or Authorizer;

(G) **Key Personnel Changes:** promptly but in any event within five business days of the chair Board of Trustees or an officer of Manager obtaining knowledge of the departure or anticipated departure of a person from his or her position with Manager who

is a member of the Board of Trustees or an officer of Manager or holds a key personnel position identified on Exhibit hereto (but no later than the time Manager announces such departure publicly), a notice identifying the person, the position such person is leaving, the date of such departure and the actions Manager has taken or intends to take to replace such person;

(H) **Events of Default, Etc.:** promptly but in any event within 5 business days of the chair of the Board of Trustees of Manager or an officer of Manager obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of Manager or by extension any of Member Schools including (i) any material breach of any covenant or agreement contained in this Agreement (including any nonconformance with the Application or Accountability Plan) or any Material Contract, (ii) any notice given to Manager or any other action taken with respect to a claimed default under any financing obtained by Manager, or (iii) the failure of Manager to comply with the terms and conditions of any [Authorization], a report in reasonable detail of the nature and date, if applicable, of such event or circumstance and Manager's intended actions with respect thereto;

(I) **Litigation:** (i) promptly but in any event within 5 business days of a member of the Board of Trustees of Manager or an officer of Manager obtaining knowledge of (a) the institution of or nonfrivolous threat of any action, suit, proceeding, governmental investigation or arbitration against or affecting Manager or any Member School or any property thereof (collectively, "**Proceedings**") not previously disclosed in writing by Manager to Yu Ying, or (b) any material development in any Proceeding to which Manager or any Member School is a party or Manager's property is subject, written notice thereof; (ii) no later than February 14 and August 14 of each year, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting, Manager or, if there has been no change since the last such report, a statement to that effect, and (iii) promptly after request by Yu Ying, such other information as may be reasonably requested by Yu Ying to enable Yu Ying and its counsel to evaluate any of such Proceedings;

(J) **Authorizations:** (i) within forty-five (45) days after the end of each Fiscal Year, a certification by an officer of Manager that all Authorizations required for the operation of the Combined School and the lease or sublease, if any, of the DCI Property remain in full force and effect, and (ii) within seven (7) days after Manager receives notice (whether formal or informal, written or oral) of any alleged failure of Manager to comply with the terms and conditions of any Authorization, a report in reasonable detail of the nature and date, if applicable, of such notice and Manager's intended actions with respect thereto; and

(K) **Member School of Trustees Meeting Minutes:** Within fifteen (15) days after the end of each fiscal quarter, Manager shall submit to Yu Ying copies of all minutes of meetings of Yu Ying of Trustees of Manager (including any actions of Yu Ying of Trustees taken by unanimous written consent in lieu of a meeting) during such fiscal quarter. Documents submitted to Yu Ying pursuant to this clause K. shall be

accompanied by a certification by an officer of Manager or a member of Yu Ying of Trustees as to the completeness and accuracy of such documents; and

(L) **Other Information:** such other reports, financial statements and information as Yu Ying shall reasonably request, including without limitation, any of the deliverables described above broken out by Member Schools, such that the YY Secondary School can be individually reviewed and monitored as may be required in accordance with the Charter or applicable Law.

Section 7.2 Reports Required by the Act. Manager shall comply with all reporting requirements set forth in the Act and shall provide Yu Ying and the Authorizer with a copy of each such report at the time Manager provides such report to the Person required to receive such report under the Act.

ARTICLE 8 INTELLECTUAL PROPERTY

Section 8.1 Educational Materials. For purposes of this Article 8, "**Educational Materials**" means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed or otherwise owned by Yu Ying or Manager. business knowledge, information and materials regarding Yu Ying or Manager or the Combined School, which is given by one Party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. "**Confidential Information**" includes, but is not limited to, research, operations and procedures, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, except for information which a Party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other Party's Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement, and for avoidance of doubt, none of the materials required pursuant to this Agreement or applicable law to be reported by the Manager to Yu Ying or the Authorizer shall for any purpose be considered the Confidential Information of Manager. All Confidential Information will remain the sole property of the Party disclosing such information or data.

Section 8.2 Yu Ying Materials. Yu Ying shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by Yu Ying as of the Effective Date; or (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by Yu Ying during the Term, provided such materials do not reference the Manager Materials (as defined below), or incorporate any Confidential Information of Manager (collectively, the "**Yu Ying Materials**"). Yu Ying Materials shall include all intellectual property rights associated therewith. The Parties acknowledge that to the extent any Educational Materials created by Manager are derivative of Yu Ying Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

Section 8.3 Manager Materials. Manager shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by Manager as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by Manager during the Term, provided such materials do not reference Yu Ying Materials or incorporate any Confidential Information of Yu Ying (collectively, the "Manager **Materials**").

Section 8.4 Licenses Granted. Manager hereby grants Yu Ying a non-exclusive, irrevocable, license (without the right to sublicense) to use the Manager Materials and any Educational Materials created by Yu Ying which are derivative of the Manager Materials, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. Subject to applicable law, Yu Ying grants Manager a non-exclusive, non-assignable right to use, distribute, modify and display Yu Ying Materials during the Term, solely for educational purposes at the Combined School in hard copy format or electronically, within the United States.

Section 8.5 Trademarks. During the Term, each Party grants the other a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use such Party's trade name(s) and trademark(s) (the "**Party Marks**") solely for the purposes of promoting and advertising the Combined School and the Member Schools. Each Party shall have the opportunity to review and approve all artwork, copy or other materials utilizing the Party Marks prior to any production or distribution thereof[, and all such uses shall require the Party's prior written consent]. All uses of the Manager Marks require Manager's prior written permission. Upon expiration or termination of this Agreement, the Manager shall immediately discontinue use of the Yu Ying's Party Marks and shall remove such Party Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

Section 8.6 Assignment. Each Party shall, and hereby does assign to the other, with full title guarantee and without additional compensation, such right, title and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each Party shall, if so requested by the other, execute all such documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate Party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other Party in connection with any related patent application.

ARTICLE 9 ORGANIZATION

Section 9.1 Organization.

(A) Manager is and shall remain a District of Columbia nonprofit corporation in accordance with the District of Columbia Nonprofit Corporation Act, as now and hereafter in effect, or any successor statute. Its sole members shall be the Member Schools.

(B) Copies of Manager's articles of incorporation and bylaws are attached hereto as Exhibit and Exhibit, respectively. Manager shall notify Yu Ying in writing of any material change to its articles of incorporation or bylaws within thirty (30) days after the effective date of such change. Manager shall consider any comments of Yu Ying, its staff and its agents in connection with such change.

Section 9.2 Tax-Exempt Status. Manager shall use commercially reasonable efforts to obtain tax-exempt status from the federal government and the District of Columbia within six months from the date hereof and shall maintain such tax-exempt status throughout the Term.

Section 9.3 Accreditation. Manager shall use commercially reasonable efforts to apply for any obtain, and to maintain compliance for the maintenance of, accreditation from the International Baccalaureate Organization, as specified in the Charter, for and on behalf of the YY Secondary School and the Combined School.

Section 9.4 Nonsectarian. Manager and the Combined School are and shall remain nonsectarian and are not and shall not be affiliated with a sectarian school or religious organization,

Section 9.5 Financial Management. Manager shall operate in accordance with generally accepted standards of fiscal management and shall maintain a system of accounting established and administered in accordance with sound business practices to permit preparation of the audited financial statements described in **Section 7. I**.

Section 9.6 Manager Board of Trustees.

(A) Manager shall have a Board of Trustees that complies with the requirements set forth in the Act. Yu Ying of Trustees shall (i) set the policy for Manager, (ii) be responsible for overseeing the academic and fiscal integrity of Manager and assuring Manager's compliance with this Agreement and the Act, and (iii) select and evaluate the performance of Manager's senior management.

(B) Each member of Manager's Board of Trustees shall act in an ethical manner consistent with its fiduciary obligations to the Combined School and Manager.

Section 9.7 Hiring. Manager shall perform an initial background check with respect to each employee and each person who regularly volunteers at the Combined School more than ten (10) hours a week prior to the commencement of such employment or volunteer assignment. Manager shall conduct such other background checks as Yu Ying may direct in accordance with such timetable as Yu Ying may establish. Manager shall consider the results of such background checks in its decision to employ or utilize such persons.

Section 9.8 Employee Handbook. Manager shall develop and maintain an employee handbook in compliance with Law.

Section 9.9 Complaint Process. No later than [thirty (30) days] prior to the beginning of the Combined School's first academic year, Manager shall deliver to Yu Ying in writing a copy of the complaint resolution process that Manager is required to maintain pursuant to the

Act. Manager shall notify Yu Ying in writing of any proposed material change to the complaint resolution process at least [forty-five (45) days] prior to the implementation of such change. Manager shall consider any comments of Yu Ying, its staff and its agents in connection with such complaint resolution process or any material change thereto.

ARTICLE 10 COMPLIANCE

Section 10.1 Laws. Manager shall comply with all applicable Laws (including the Act) and Authorizations and shall from time to time and on a timely basis obtain, renew and comply with all Authorizations as shall now or hereafter be necessary under applicable Laws.

Section 10.2 Cooperation. Manager shall, and shall cause its trustees, officers, employees and contractors to, cooperate with Yu Ying, its staff and its agents in connection with Yu Ying's obligations to monitor Manager.

Section 10.3 Access. Subject to student and personnel confidentiality required by applicable Law, Manager shall authorize and permit Yu Ying, its staff and its agents to have access to the extent permitted by Law, upon reasonable notice and in such manner as will not unreasonably interfere with the conduct of the Combined School, to all of Manager's properties, books, records, operating instructions and procedures, curriculum materials and all other information with respect to the operation of the Combined School and Manager that Yu Ying may from time to time request, and to make copies of such books, records and other documents and to discuss the operation of the Combined School and Manager with such third persons, including, without limitation, Manager's trustees, officers, employees, students, accountants, counsel, contractors and creditors, as Yu Ying considers necessary or appropriate for the purposes of evaluating the operation and performance of the Combined School and Manager in accordance with this Agreement and the Act. Manager shall, and shall cause its trustees, officers, employees and contractors to, cooperate with Yu Ying, its staff and its agents in connection with the foregoing activities.

Section 10.4 School Emergency. If Yu Ying determines (i) any event or circumstance could have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of Manager or the Combined School, (ii) any action or failure to act by Manager could threaten the health, safety, welfare or education of the students of the Combined School, (iii) Manager has failed to act in a fiscally responsible manner, or (iv) there has been a sudden and significant decrease in enrollment at the Combined School (each of clause (i) through (iv), a "**School Emergency**"), then Yu Ying of Trustees, upon the request of Yu Ying, shall meet with Yu Ying to discuss Manager's response to such School Emergency. Manager shall cooperate with Yu Ying to resolve such School Emergency to the reasonable satisfaction of Yu Ying.

ARTICLE 11 INDEMNIFICATION

To the extent not prohibited by the Charter or applicable Law, the Parties hereby agree to indemnify, defend, and hold the other (the "**Indemnified Party**"), harmless from and

against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (i) the gross negligence or intentional misconduct of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used herein, Indemnified Party shall include the Party's trustees, directors, officers, employees, agents, representatives and attorneys.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which shall be subject to the sole discretion of such non-assigning Party.

Section 12.2 Definitional Provisions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. When a reference is made in this Agreement to an introduction, recital, section, appendix, exhibit or schedule, such reference shall be to the introduction, a recital, a section or a paragraph of, or an appendix, an exhibit or a schedule to, this Agreement unless otherwise indicated. The words “hereof,” “herein” and “hereunder” and words of similar import shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Accounting terms not expressly defined in this Agreement shall have the respective meanings given to them under generally accepted accounting principles.

Section 12.3 Entire Agreement; Amendments. This Agreement, together with all the attachments hereto (including the Application and Accountability Plan as amended hereby), constitutes the entire agreement of the parties and all prior representations, understandings and agreements are merged herein and superseded by this Agreement. This Agreement may not be amended or modified other than by a written agreement executed by Yu Ying and Manager; provided that Yu Ying shall have the right to require that any amendment to this Agreement changing the curriculum, instructional method, grades, student ages or management of the Combined School that differs substantially from the curriculum, instructional method, grades, student ages or management as set forth in the Application shall occur only in accordance with the procedures set forth in the Act.

Section 12.4 Dispute Resolution. Subject to the last sentence of this **Section 12.4**, neither Manager nor Yu Ying shall exercise any legal remedy with respect to any dispute arising from this Agreement without (i) first providing a notice to the other Party hereto setting forth a description of the dispute, and (ii) thereafter, causing representatives of Manager and Yu Ying to

meet and attempt in good faith to negotiate a resolution of such dispute. Nothing contained herein shall restrict Yu Ying's ability to terminate this Agreement in accordance with the Agreement or the Authorizer's authority to revoke the Charter in accordance with the terms of the Act.

Section 12.5 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax, with transmission confirmed no later than 5pm on a business day (if later, on the next business day), or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses and telecopier numbers set forth below (until notice of a change thereof is delivered as provided in this **Section 12.5**) shall be as follows:

If to Yu Ying:

Washington Yu Ying Public Charter School
220 Taylor St NE
Washington, D.C. 20017
Attention: Head of School
Telephone: (202) 635-____
Fax: (202) _____

With a copy to the Secretary of the Board of Trustees of Yu Ying

If to Manager:

District of Columbia International School
[address]
Attention: [Head of School]
Telephone: (202)
Fax: (202) -

With a copy to the Secretary of the Board of Trustees of Manager

Section 12.6 Failure or Indulgence, Not Waiver; Remedies Cumulative. No failure or delay on the part of Yu Ying in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 12.7 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, shall not in any way be affected or impaired thereby.

Section 12.8 Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the District of Columbia, without regard to conflicts of laws principles.

Section 12.9 No Third Party Beneficiary. Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement.

Section 12.10 Counterparts; Effectiveness. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by Manager and Yu Ying of written or telephonic notification of such execution and authorization of delivery thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

Member School:

**WASHINGTON YU YING PUBLIC
CHARTER SCHOOL**

By:
Title:

Manager:

**DISTRICT OF COLUMBIA
INTERNATIONAL SCHOOL**

By:
Title:

**Appendix 4 DCI Bylaws, Articles of Incorporation and the Member Schools
MOA**

DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

BYLAWS

ARTICLE I

NAME

SECTION 1.01. *Name.* The name of the Corporation is the **DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL** (the "Corporation").

ARTICLE II

PURPOSES OF THE CORPORATION

SECTION 2.01. *Purposes.* The Corporation has been organized to operate exclusively for the purposes described in the Corporation's Articles of Incorporation, including the operation of a public middle-high school on behalf of the District of Columbia foreign language immersion public charter schools who are its members from time to time, which shall seek accreditation from the International Baccalaureate and offer advanced foreign language study opportunities in the target languages of such members (such cooperative school being operated by the Corporation hereinafter referred to as the "School").

ARTICLE III

OFFICES AND REGISTERED AGENT

SECTION 3.01. *Offices.* The principal office of the Corporation shall be located within or without the District of Columbia at such place as the Board of Trustees shall from time to time designate. The Corporation may maintain additional offices at such other places within or without the District of Columbia as the Board of Trustees may designate.

SECTION 3.02. *Registered Agent.* The Corporation shall designate a person to serve as the registered agent for the District of Columbia. The initial registered agent of the Corporation shall be Mary Shaffner, whose address is 1637 Irving Street, NW, Washington, DC 20010. The registered agent may be changed from time to time by the Board of Trustees.

ARTICLE IV

MEMBERS

SECTION 4.01. *Initial Members; Eligibility for Membership.* Initially there shall be four members of the Corporation (referred to herein as "Member Schools"); namely, Elsie Whitlow Stokes Community Freedom Public Charter School, Latin American Montessori Bilingual Public Charter School, Mundo Verde Public Charter School, and Washington Yu Ying Public Charter School. Membership shall be open solely to District of Columbia public charter schools in good standing with the Public Charter School Board who support the purpose of the Corporation and whose admission as Member Schools are recommended by the Board of Trustees and approved unanimously by the existing Member Schools. The Board of Trustees may from time to time establish additional criteria for the admission of Member Schools not inconsistent with those specified herein and shall enact procedures for the

admission of Member Schools consistent with the requirements set forth herein; provided that no such criteria or procedures shall have the effect of terminating the membership of any existing Member School except in accordance with Section 4.02. The Board of Trustees with the consent of a majority of the Member Schools may from time to time establish admission fees to be paid annually or in connection with the admission of any new Member School.

SECTION 4.02. *Termination of Members.* Membership of any Member School shall be terminated upon any Member School ceasing to satisfy the membership criteria established herein (with appropriate cure periods, if any, to be established by the Board of Trustees from time to time) by the unanimous affirmative vote of the Member Schools, excluding such Member School, together with approval of such removal by the Board of Trustees. A Member School may withdraw as a Member School at any time by delivering written notice of such withdrawal to each other Member School and the Board Chair. No such withdrawal shall have the effect of terminating a Member School's obligations to the Corporation or any other Member School as may be established by contract except as such contract may otherwise provide, or of releasing the Member School from any liability incurred to the Corporation prior to such withdrawal.

SECTION 4.03. *Rights of Members.*

(a) Each Member School shall be eligible to vote on those matters set forth in the Bylaws, including without limitation the matters set forth below, or on which the District of Columbia Nonprofit Corporation Act (the "Nonprofit Act") requires the approval of a corporation's members.

(b) In addition to the other matters requiring Member School approval as described in these bylaws, unanimous Member School consent shall be required for the operation of the School at a new location or the cessation of operations of the School at a previously established location or any change in the purposes of the Corporation as set forth herein.

**ARTICLE V
MEETINGS OF MEMBERS**

SECTION 5.01. *Annual Meetings.* An annual meeting of the Member Schools shall take place in the month of June, the specific date, time and location of which will be designated by the Board Chair, which location shall be in the District of Columbia. At the annual meeting, the Member Schools shall elect Trustees and receive reports on the activities of the Corporation and the direction of the Corporation for the coming year.

SECTION 5.02. *Special Meetings.* Special meetings of the Member Schools may be called by the Board Chair or the Board of Trustees, the specific date, time and location of which will be designated by the Board Chair. Twenty-five percent (25%) of the Member Schools may also call a special meeting of the Member Schools by signing a petition requesting such meeting. The petition shall set forth the purpose of the meeting. The specific date, time and location of the meeting shall be designated by the Board Chair. The location of

any special meeting shall be in the District of Columbia. Once a special meeting has been called by the Member Schools, the demand for the special meeting cannot be revoked.

SECTION 5.03. *Record Date.* The record date shall be the date as of which the Corporation shall determine who is a Member School of the Corporation and eligible to vote at the meeting of the Member Schools. The record date for an annual meeting of the Member Schools shall be the date which is 65 days prior to the date of the annual meeting. The record date for a special meeting of the Member Schools shall be 15 days prior to the date of the special meeting, in the case of a meeting called by the Board Chair or the Board of Trustees. ~~The record date for a special meeting of the Member Schools called by 25% of the Member Schools is the date the first Member School signs the petition.~~ The determination of who is a Member School eligible to vote shall be made as of the close of business on the record date.

SECTION 5.04. *Notice of Meetings.* (a) The Corporation shall give notice to the Member Schools entitled to vote on the date, time, and place of each annual or special meeting of the Member Schools. The notice shall be given 60 days before the annual meeting date and 10 days in the case of a special meeting. The notice of an annual meeting does not need to include a description of the purpose for which the meeting is called. The notice of a special meeting must include a description of the purpose for which the meeting is called.

(b) Notice is given when it is delivered personally to the Member School, left at the Member School's usual place of business, or sent by facsimile or e-mail, or, in the alternative, by U.S. mail to the Member School's address as it shall appear on the records of the Corporation. Notwithstanding the foregoing, a Trustee may waive notice of any meeting of the Board of Trustees by written statement filed with the Board of Trustees, or by oral statement at any such meeting. Attendance at a meeting of the Board of Trustees shall also constitute a waiver of notice, except where a Trustee states that he or she is attending for the purpose of objecting to the conduct of business on the ground that the meeting was not lawfully called or convened. Any meeting of the Member Schools may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by general announcement.

SECTION 5.05. *Quorum.* The Member Schools present at any properly announced meeting shall constitute a quorum.

SECTION 5.06. *Conduct of Meeting.* (a) The Board Chair shall preside at each meeting of Member Schools. The Board Chair shall determine the order of business and has the authority to establish rules for the conduct of the meeting. The Board Chair shall announce at the meeting when the polls close for each matter voted upon. After the polls close, no ballots, proxies, or votes, nor any otherwise permissible revocations or changes to a Member School's vote may be accepted. Each Member School may vote in person or by proxy, and is entitled to one vote.

(b) A proxy must be in the form of a tangible writing, or in an electronic or other medium that provides for the retention of data and its subsequent retrieval in perceivable form, including email, the internet and transmissions from one computer to another. It must be signed by the

Member School, and must contain or be accompanied by information from which it can be determined that the individual holding the proxy has been authorized by the Member School to vote on his or her behalf. A proxy shall be valid for the period specified in the proxy form. If no period is specified, the proxy shall be valid for a period of 11 months from the date it is signed. In no event may a proxy be valid for a period longer than 36 months.

(c) After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its Member Schools that are entitled to notice of the meeting. The list must show the address of each Member School entitled to vote. The list of Member Schools must be available for inspection by any Member School, beginning two business days after notice of the meeting is given and continuing through until the day of the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. The list will also be available for inspection by any Member School at the meeting. A Member School is entitled to copy the list, during regular business hours and at the Member School's expense, during the period it is available for inspection.

(d) Meetings of the Member Schools may be held by means of a webcast, video conference call or similar technology, provided the members have the opportunity to read or hear the proceedings substantially concurrently with their occurrence, vote on matters submitted to the members, pose questions and make comments.

SECTION 5.07. *Required Vote.* Except as otherwise expressly provided herein, all issues to be voted on by the Member Schools shall be decided by a simple majority of those present at the meeting in which the vote takes place.

SECTION 5.07. *Action to be Taken by Members without a Meeting.*

(a) Any action that may be taken at a meeting of the Member Schools may be taken without a meeting if the organization delivers a ballot to every Member School entitled to vote on the matter. The ballot must be in the form of a record - that is information inscribed on a tangible medium or stored in an electronic or other medium and is retrievable in tangible form. The approval of any action other than the election of Trustees is valid only when the number of votes cast by ballot at least equals the quorum requirement for a meeting and the number of approvals at least equals the number of approvals that would be required at a meeting. The ballot must set forth each proposed action, the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than the election of Trustees, and the date by which the ballot must be returned. The ballot must provide the opportunity to vote for, or withhold a vote for each candidate for election as an At-Large Trustee or each proposed action as the case may be.

(b) Any action that may be taken at a meeting of the Member Schools may be taken without a meeting by the unanimous written consent of the Member Schools.

SECTION 5.07. *Designation of Member Representatives.* Concurrently with its admission as a Member School, each Member School shall designate in writing an individual and alternate who is authorized to exercise the voting and consent rights of such Member School on

such Member School's behalf, which such designation shall be maintained in the records of the Corporation by the Secretary of the Corporation. Each Member School may revoke and or redesignate such authorization from time to time going forward in its sole discretion by providing written notice of such revocation and/or designation to the Secretary and Board Chair; provided that such revocation of the authority shall not affect the validity of the proxy executed by such previously authorized representative or consent given by such previously authorized representative unless the Board Chair or Secretary of the Corporation had prior knowledge of such revocation.

ARTICLE VI BOARD OF TRUSTEES

SECTION 6.01. *Function of Trustees.* The business and affairs of the Corporation shall be managed under the direction of its Board of Trustees, which shall determine matters of policy. All powers of the Corporation not reserved hereby to the Member Schools may be exercised by or under authority of the Board of Trustees.

SECTION 6.02. *Number of Trustees; Qualifications.* The initial Board of Trustees shall consist of the same number of Trustees as members, with one Trustee being nominated by each Member School (each, together with his or her successors from time to time, a "School-Nominated Trustee"). From and after the date (the "School Opening Date") that is no later than sixty days prior to the commencement of classes at the Cooperative School, the Board of Trustees shall consist of not less than five nor more than thirteen Trustees, including the School Trustees and additional Trustees elected as provided below (the "At-Large Trustees"). The maximum number of Trustees may be changed by an amendment to the Bylaws, but any such amendment shall not affect the tenure of office of any Trustee, except as provided in Section 6.04. At least a majority of Trustees at any time shall be residents of the District of Columbia.

SECTION 6.03. *Election and Tenure of Trustees.* Each Member School shall at any time have the right to nominate one School-Nominated Trustees and to vote for At-Large Trustees in accordance herewith. Additional Trustees shall be elected or re-elected by the Member Schools eligible to vote, as determined in accordance with Section 5.03, at the annual meeting. At-Large Trustees will be elected by a plurality of the Member Schools present at the annual meeting from among the nominees proposed by the existing Board of Trustees in accordance with procedures to be adopted thereby from time to time; such procedures shall include procedures for the nomination and election of parents of current students attending the School to serve as Trustees to ensure representation on the Board of Trustees from parents of students in each language track, which procedures shall be established no later than the School Commencement Date. The terms of Trustees, other than the initial School-Nominated Trustees, shall be staggered; in order to accomplish such objective, initial Trustees shall be divided into three substantially equal classes and they shall serve staggered terms of one, two, and three years, respectively. Thereafter, each Trustee shall hold office until the third annual meeting subsequent to his or her election with approximately one-third of the Trustees elected at each annual meeting. Trustees may be re-elected for additional terms. A committee of the Board

shall be responsible for nominating a slate of prospective board members representing the Corporation's diverse constituency. In addition, any Member School can nominate a candidate to the slate of nominees. If a Trustee's term expires and a successor has not been elected, such Trustee shall continue to serve until a successor is elected or the number of Trustees is reduced.

SECTION 6.04. *Removal or Resignation of Trustee.* (a) The Member Schools may remove any At-Large Trustee, with or without cause, at the annual or special meeting of the members, by the affirmative vote of two-thirds of the members present at the meeting. The notice of the meeting at which the removal of a Trustee is to be considered must state that one of the purposes of the meeting is to vote on the removal of the Trustee.

(b) The Board of Trustees may also remove any Trustee, including a School-Nominated Trustee, who: (A) has been declared of unsound mind; (B) has been convicted of a felony; (C) has been found by a final court order to have breached a duty as a Trustee; or (D) has missed three (3) or more meetings in any twelve month period without being excused. In the event of the removal of a School-Nominated Trustee, the Member School appointing such School Nominated Trustee may appoint his or her successor.

(c) A Trustee may resign at any time upon written notice to the Secretary. Such resignation shall take effect on the date the notice was delivered to the Secretary. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

SECTION 6.05. *Vacancy on Board.* A majority of the remaining Trustees, whether or not sufficient to constitute a quorum, may at any time fill a vacancy on the Board of Trustees which results from any cause, other than a vacancy among School-Nominated Trustees. A Trustee elected by the Board to fill a vacancy shall serve until the next annual meeting of the Member Schools. At the next annual meeting, the Member Schools shall elect an individual to fill the unexpired term of the Trustee whose resignation or removal created the vacancy on the Board.

SECTION 6.06. *Annual and Regular Meetings.* The Corporation shall hold an annual meeting of its Board of Trustees for: (a) the election of officers, and (b) the transaction of such other business as may properly come before the meeting. The annual meeting shall be held during the first quarter of the Corporation's fiscal year at such place and at such time as determined by the Board of Trustees. The Corporation may hold other regular meetings at such times as are affixed by the Board of Trustees. Unless the Articles of Incorporation, the Nonprofit Act or Bylaws provide otherwise, any business may be considered at the annual or any other regular meeting without such business having been specified in the notice for such meeting. Failure to hold an annual meeting does not invalidate the Corporation's existence or affect any otherwise valid corporate acts.

SECTION 6.07. *Special Meetings.* Special meetings of the Board of Trustees may be called at any time by the Board Chair, the Executive Director or any two Trustees. Any business may be considered at any special meeting without such business having been specified in the notice for such meeting; provided that the notice of a special meeting at which

the removal of a Trustee is to be considered must state that one of the purposes of the meeting is to vote on the removal of the Trustee. A special meeting of the Board of Trustees shall be held on such date and at such place as shall be designated in the notice for such meeting.

SECTION 6.08. *Notice of Meeting.* The Secretary or such person's designee shall give notice to each Trustee of each meeting of the Board of Trustees. The notice shall state the time and place of the meeting. Notice is given to a Trustee when it is delivered personally to the Trustee, left at the Trustee's residence or usual place of business, or sent by facsimile or e-mail, at least 48 hours before the time of the meeting or, in the alternative, by U.S. mail to the Trustee's address as it shall appear on the records of the Corporation, at least seven (7) days before the time of the meeting. No notice of any meeting of the Board of Trustees need be given to any Trustee who attends except for the sole purpose of objecting to the lack of notice of such meeting, or to any Trustee who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Trustees may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by general announcement.

SECTION 6.09. *Action by Trustees.* Unless the Articles of Incorporation, the Nonprofit Act or Bylaws require a greater proportion, the action of a majority of the Trustees present at a meeting at which a quorum is present shall constitute action of the Board of Trustees. A majority of the Board of Trustees shall constitute a quorum for the transaction of business. The Trustees present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Trustees to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called. Any action required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting, if an unanimous written consent which sets forth the action to be taken is signed by each Trustee of the Board of Trustees and filed with the minutes of proceedings of the Board of Trustees.

SECTION 6.10. *Meeting by Conference Telephone.* Members of the Board of Trustees may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear one another. Participation in a meeting by these means constitutes presence in person at a meeting.

SECTION 6.11. *Compensation.* The Corporation shall not pay any compensation to any Trustee for services rendered to the Corporation as a Trustee, except that Trustee may be reimbursed for expenses incurred in the performance of his or her duties to the Corporation, in reasonable amounts as approved by a majority of the entire Board of Trustees excluding such Trustee. A Trustee who serves the Corporation in any other capacity may receive reasonable compensation for such other services pursuant to a resolution of the Board of Trustees approved by a majority of the entire Board of Trustees excluding such Trustee.

ARTICLE VII COMMITTEES

SECTION 7.01. *Committees.* The Board of Trustees, by a vote of a majority of the Trustees then in office, may establish one or more standing committees comprised of one or more Trustees. The Board of Trustees may delegate to these committees any of the powers of the Board of Trustees, except the power to (a) elect or remove Trustees; (b) approve the dissolution, merger, or reorganization of the Corporation or distribution of its assets; (c) amend the Articles of Incorporation or the Bylaws; or (d) decide such other matters as the Board may hereinafter determine by a majority vote of the Trustees.

The chairperson of the Board of Trustees (the "Board Chair") shall appoint the members and the chairperson of each committee subject to the approval of a majority of the Trustees then in office. Each committee shall adopt rules of procedure for its business that are consistent with Section 5.08 of the Bylaws. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting, if an unanimous written consent which sets forth the action is signed by each member of the committee and filed with the minutes of the committee. The Board Chair shall be an *ex officio* voting member of all committees. The members of a committee may conduct any meeting thereof by conference telephone or similar communications equipment in accordance with the provisions of Section 6.10.

Each member of a committee shall serve until the next annual meeting of the Board of Trustees and until such member's successor is appointed, unless: (a) the committee shall be sooner terminated, (b) such member be removed from such committee, with or without cause, by a vote of a majority of the Trustees then in office, or (c) such member shall cease to be a Trustee or otherwise resign from such committee.

SECTION 7.02. *Special Committees of the Board.* The Board of Trustees may appoint one or more special committees for such special tasks as circumstances warrant. Such special committees shall limit their activities to the accomplishment of the task for which they are created and appointed and shall have no power to act except such as is specifically conferred by action of the Board of Trustees.

SECTION 7.03. *Advisory Committees.* (a) The Board of Trustees may appoint individuals who may or may not be Trustees of the Corporation to serve as an advisory committee to the Board. The advisory committees shall have such functions and responsibilities specified by the Board of Trustees; provided, however, that the Board of Trustees may not delegate any of its power, authority or functions to the advisory committee. Each advisory committee may adopt rules of procedure for its business that are consistent with Section 6.08 of the Bylaws and with the rules adopted by the Board of Trustees.

(b) The Board Chair shall appoint the members and the chairperson of each advisory committee, subject to the approval of the Board of Trustees. A majority of the members of an advisory committee shall constitute a quorum for the transaction of business. The members of a designated body may conduct any meeting thereof by conference telephone or similar communications equipment in accordance with the provisions of Section 6.10.

SECTION 7.04. *Term of Service for Advisory Committees.* Each member of an advisory committee shall serve until the next annual meeting of the Board of Trustees and until such member's successor is appointed, unless: (a) the committee shall be sooner terminated; (b) such member be removed, with or without cause, by a vote of the Board of Trustees; or (c) such member shall otherwise resign from such committee.

SECTION 7.07. *Compensation of Members of Advisory Committees.* The Corporation shall not pay any compensation to any member of an advisory committee for services rendered to the Corporation as such, except that a member may be reimbursed for expenses incurred in the performance of his or her duties to the Corporation, in reasonable amounts as approved by the Board of Trustees. A member of an advisory committee who serves the Corporation in any other capacity may receive reasonable compensation for such other services pursuant to a resolution of the Board of Trustees.

ARTICLE VIII OFFICERS OF THE BOARD

SECTION 8.01. *Officers of the Board.* The Corporation shall have a Board Chair, Vice Board Chair, Secretary, and Treasurer who shall be the officers of the Board, each of whom shall be duly elected and qualified Trustees of the Board. A person may hold more than one office in the Corporation but may not serve concurrently as both Board Chair and Secretary of the Corporation. The Board may elect or appoint such other officers and assistant officers as may be deemed necessary or appropriate.

SECTION 8.02. *Board Chair.* The Board Chair shall preside at all meetings of the Board of Trustees at which the Board Chair shall be present; and, in general, shall perform all such duties as are from time to time assigned to the Board Chair by the Board of Trustees; prior to the election of an initial Executive Director by the Trustees in accordance with the bylaws, the Board Chair shall also exercise such authority as is incident to the office of President and/or chief administrative officer of the Corporation.

SECTION 8.03. *Vice Board Chair.* The Vice Board Chair, in the absence of the Board Chair, shall preside at all meetings of the Board of Trustees at which the Vice Board Chair shall be present. In general, the Vice Board Chair shall perform all duties usually performed by a Board Chair of a corporation and such other duties as are from time to time assigned to the Vice Board Chair by the Board of Trustees.

SECTION 8.04. *Secretary.* The Secretary shall keep the minutes of the meetings of the Board of Trustees and of any committees, in books provided for the purpose. The

Secretary shall see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law and shall be custodian of the records of the Corporation. In general, the Secretary shall perform all duties incident to the office of a secretary of a corporation, and such other duties as are from time to time assigned to the Secretary by the Board of Trustees.

SECTION 8.05. *Treasurer.* The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects ~~in such banks, trust companies or other depositories as shall, from time to time, be~~ selected by the Board of Trustees. The Treasurer shall render to the President and to the Board of Trustees, whenever requested, an account of the financial condition of the Corporation. In general, the Treasurer shall perform all the duties incident to the office of a treasurer of a corporation, and such other duties as are from time to time assigned to the Treasurer by the Board of Trustees.

SECTION 8.06. *Assistant Secretary.* The Board may appoint one or more Assistant Secretaries who need not be members of the Board and who may be employees of the Corporation. An Assistant Secretary may perform or assist in the performance of all duties incident to the office of Secretary including such ministerial acts as the attestation, execution, and sealing of documents and instruments of the Corporation and shall perform, in general, such duties as shall be assigned by the Board Chair, the Secretary, or the Board of Trustees.

SECTION 8.07. *Assistant Treasurer.* The Board may appoint an Assistant Treasurer who need not be a member of the Board and who may be an employee of the Corporation. The Assistant Treasurer may perform or assist in the performance of all duties incident to the office of Treasurer including maintaining the financial records of the Corporation; providing for the safekeeping of the funds and securities of the Corporation; receiving monies due and payable to the Corporation; depositing all such monies in the name of the Corporation in such banks, trust companies, and other depositories as selected by the Corporation; disbursing designated gifts in accordance with the donor's designation and with the policies of the Corporation; and distributing funds authorized to be paid by the Corporation. The Assistant Treasurer may sign, with the Secretary or Assistant Secretary or any other proper officer of the Corporation thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or the By-Laws to some other officer or agent of the Corporation, or shall be required by the law to be otherwise signed or executed. The Assistant Treasurer shall also perform, in general, such duties as shall be assigned by the Board Chair, the Treasurer, or the Board of Trustees.

SECTION 8.08. *Election and Tenure of Officers.* The Board of Trustees shall elect the officers of the Board, who shall be elected for terms not to exceed two years. An officer may be re-elected for additional terms. The Board of Trustees may remove any officer at any time, with or without cause. The Board of Trustees may fill a vacancy which occurs in any office for the unexpired portion of the term. Any officer may resign at any time by giving

written notice to the Board of Trustees. Unless otherwise specified in the written notice, the resignation shall be effective upon delivery to the Corporation.

SECTION 8.09. Vacancies. Vacancies in any office arising from any cause may be filled by the Board of Trustees at any regular or special meeting of the Board or by unanimous written consent of the Board.

ARTICLE IX ADMINISTRATIVE OFFICERS

SECTION 9.01 Executive Director. (a) Once elected, the Executive Director shall be the chief executive officer of the Corporation and report to the Board of Trustees. The Executive Director shall, subject to the direction of the Board, (1) be responsible for general supervision of the business and affairs of the Corporation, (2) be responsible for providing broad leadership and direction to the Corporation and (3) establish and maintain management systems needed to ensure and report on the implementation of policies established by the Board of Trustees.

(b) The initial Executive Director of the Corporation shall be appointed on or prior to the School Commencement Date by the unanimous vote of all School-Nominated Trustees. From and after the School Commencement Date, the Executive Director shall be evaluated and may be removed, with or without cause, by a majority of the Trustees of the Corporation, and his or her successors shall be elected from time to time with the consent of a majority of the Trustees of the Corporation. The Executive Director shall report to the Board and between Board meetings to the Board Chair.

(c) The Executive Director may sign, with the Secretary or Assistant Secretary or any other proper officer of the Corporation thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or the Bylaws to some other officer or agent of the Corporation, or shall be required by the law to be otherwise signed or executed.

SECTION 9.02. Subordinate Officers. The subordinate officers of the Corporation are all administrative officers below the office of Executive Director. The Executive Director shall designate those individuals who shall serve as subordinate officers, and they shall have such duties as are from time to time assigned to them by the Board of Trustees or the Executive Director.

ARTICLE X FINANCE

SECTION 10.01. Checks, Drafts, Etc. All checks, drafts and orders for the payment of money, notes, and other evidences of indebtedness, issued in the name of the Corporation, shall, unless otherwise provided by resolution of the Board of Trustees, including any banking

resolution, be signed by either the Executive Director or the Board Chair, or by the designees of either the Executive Director or the Board Chair; provided, however, that each designee shall be approved in advance by the Board of Trustees, which may impose additional limitations on such re-delegated authority.

SECTION 10.02. Fiscal Year. The fiscal year of the Corporation shall be the twelve calendar month period ending June 30 in each year, unless otherwise provided by the Board of Trustees.

~~ARTICLE XI~~
INDEMNIFICATION

SECTION 11.01. Indemnification. (a) The Corporation shall indemnify any officer or Trustee to the extent the officer or Trustee was successful, on the merits or otherwise, in the defense of any proceeding to which the officer or Trustee was a party because the officer or Trustee was an officer or Trustee of the Corporation against reasonable expenses incurred by the officer or Trustee in connection with the proceeding.

(b) Except as otherwise provided in the Bylaws, the Corporation shall, without the requirement of any additional authorization by the Board of Trustees or the Member Schools, also indemnify an officer or Trustee who is a party to a proceeding because he or she is or was an officer or Trustee against liability incurred in the proceeding if the individual:

- (1) Acted in good faith;
- (2) Reasonably believed:
 - (A) In the case of conduct in an official capacity, that the conduct was in the best interests of the Corporation; and
 - (B) In all other cases, that the individual's conduct was at least not opposed to the best interests of the Corporation;
- (3) In the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful; and
- (4) In the case of an employee benefit plan, reasonably believed such actions to be in the interests of the participants in and the beneficiaries of the plan;

(c) The Corporation shall have the right to select attorneys and to approve any legal expenses incurred in connection with any suit, action or proceeding to which this indemnification applies.

(d) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent is not, in itself, determinative that the officer or Trustee did not meet the standard of conduct contained in this Section 11.01.

(e) Unless ordered by a court of competent jurisdiction, the Corporation shall not indemnify an officer or Trustee:

- (1) In connection with a proceeding by or in the right of the Corporation, except that the Corporation may indemnify the officer or Trustee for reasonable expenses incurred in connection with the proceeding if it is determined that the officer or Trustee met the relevant standard of conduct under Section 11.01; or
- (2) In connection with any proceeding with respect to conduct for which the officer or Trustee was adjudged liable on the basis that the officer or Trustee received a financial benefit to which the officer or Trustee was not entitled, whether or not it involved any action in the individual's official capacity.

SECTION 11.02. *Advance for Expenses.* (a) The Corporation shall, before final disposition of a proceeding and without the requirement of any additional authorization by the Board of Trustees or the Member Schools, advance funds to pay for or reimburse the reasonable expenses incurred by an individual who is a party to a proceeding because he or she was an officer or Trustee if the individual delivers to the Corporation (1) a written statement signed by the individual setting forth his or her good faith belief that he or she has met the relevant standard of conduct described in these Bylaws and the Nonprofit Code; and (2) an undertaking in the form of an unlimited general obligation to repay any funds advanced if the individual is not entitled to indemnification under these Bylaws or mandatory indemnification under the Nonprofit Code.

SECTION 11.03. *Determination of Indemnification.* (a) The Corporation may not indemnify an officer or Trustee under Subsection 11.01(b) unless it is previously determined, in accordance with Subsection 11.03(b), that indemnification of the officer or Trustee is permissible because he or she has met the relevant standard of conduct in the Bylaws and the Nonprofit Code.

(b) The determination shall be made:

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

(c) With respect to any matter disposed of by a settlement or compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such settlement or compromise payment is approved: (1) by a majority vote of the disinterested Trustees, a majority of whom will constitute a quorum for that purpose; (2) by a majority of the members of a committee of two or more disinterested Trustees appointed by such a vote; (3) if there are fewer than two disinterested Trustees, by the Board, in which case Trustees who do not qualify as disinterested

Trustees may participate; provided that the Member Schools or special legal counsel selected in the manner prescribed in Subsection (b)(2), above, determines that indemnification is permissible because the officer or Trustee has met the relevant standard of conduct in the Bylaws and the Nonprofit Code; or (4) by a court of competent jurisdiction.

(d) For purposes of this Article XI, a "disinterested Trustee" shall mean a Trustee who, at the time of a vote referred to in this Article XI, is not:

- (1) A party to the proceeding; or
- (2) An individual having a familial, financial, professional, or employment relationship with the Trustee whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Trustee's judgment when voting on the decision being made.

SECTION 11.04. Severability. Each provision of this Article XI is intended to be severable, and if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article XI.

ARTICLE XII MISCELLANEOUS

SECTION 12.01. Maintenance of Tax Exempt Status. The Corporation shall not carry on any activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue Law), or (ii) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law). Upon the termination, dissolution or final liquidation of the Corporation in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation shall be distributed to, and only to, the Member Schools in good standing immediately prior to such dissolution in proportion to their respective enrollments in the School at such time (provided for avoidance of doubt that such Member Schools continue at such time to be organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code), as determined by the Board of Trustees, or, in the absence of any such Member Schools, one or more organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Trustees shall determine by majority vote. Such distribution of assets shall be calculated to carry out the objectives and purposes stated in the Articles of Incorporation. In no event shall any of such assets or property be distributed to any Member School or any affiliate of any Member School (except as provided in this paragraph), Trustee or officer, or any private individual.

SECTION 12.02. Books and Records. The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of

its Board of Trustees and of any executive or other committee when exercising any of the powers of the Board of Trustees. The books and records of the Corporation may be in written form or in any other form that can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction. The original or a certified copy of the Articles of Incorporation, Bylaws, committee charters and designated body charters, if any, shall be kept at the principal office of the Corporation. All books and records of the Corporation may be inspected for any proper purpose at any reasonable time.

SECTION 12.03. *Corporate Seal.* The Board of Trustees shall provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Trustees may authorize one or more duplicate seals and provide for the custody thereof. If the Corporation is required to place its corporate seal to a document, it is sufficient to meet the requirement of any law, rule or regulation relating to a corporate seal to place the word "Seal" adjacent to the signature of the person authorized to sign the document on behalf of the Corporation.

SECTION 12.04. *Bonds.* The Board of Trustees may require any officer, agent or employee of the Corporation to give a bond to the Corporation, conditioned upon the faithful discharge of the officer's, agent's or employee's duties, with one or more sureties and in such amount as may be satisfactory to the Board of Trustees.

SECTION 12.05. *Voting Upon Shares in Other Corporations.* Stock of other corporations or associations, registered in the name of the Corporation, may be voted by the Board Chair, the Vice Board Chair or Chief Executive Officer or a proxy appointed by any of them. The Board of Trustees, however, may by resolution appoint some other person to vote such shares, in which case such person shall be entitled to vote such shares upon the production of a certified copy of such resolution.

SECTION 12.06. *Execution of Documents.* A person who holds more than one office in the Corporation may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer.

SECTION 12.07. *Amendments.* The Bylaws may be amended by the affirmative vote of the Member Schools at the annual or special meeting of the Member Schools or by the vote of two-thirds of the Trustees at the annual, regular or special meeting; provided that notice of such proposed amendment shall be given to the Board of Trustees and each Member School at least 10 days prior to such vote; and provided further that any amendment that: (1) changes the rights of the Member Schools generally or provides that some of the Member Schools have different rights from other Member Schools, (2) relate to the termination or suspension of membership rights of any Member Schools or admission of any new Member School, (3) change the definition of cause with respect to the removal of a School-Nominated Trustee or (4) relating to the levying of dues or assessments on the Member Schools, shall be subject to the unanimous approval of the Member Schools at an annual or special meeting of the Member Schools.

accounts for the Corporation in such bank as determined appropriate by the Board Chair or Treasurer;

RESOLVED FURTHER, that the Board Chair or Treasurer of the Corporation, or his or her designee pursuant to a written authorization, is authorized to deposit or withdraw funds on behalf of the Corporation from any of the Corporation's bank accounts for the purposes of Corporation and to execute checks on behalf of the Corporation;

RESOLVED FURTHER, that all actions taken heretofore by any officer or trustee of the Corporation or its incorporator in connection with the matters contemplated by the foregoing resolutions are ratified, confirmed and approved in all respects;

RESOLVED FURTHER, that the officers of the Corporation are authorized from time to time in the name and on behalf of the Corporation, to take such other actions and execute and deliver such additional agreements, certificates, instruments, consents, notices, documents and papers as may be required or as such officer may deem necessary, advisable or proper in order to consummate the matters contemplated in the foregoing resolutions; all such actions to be performed in such manner and all such agreements, certificates, instruments, consents, notices, documents and papers, to be executed and delivered in such form and on such terms as the officer executing the same shall approve, the performance or execution thereof by such officer to be conclusive evidence of the approval by the Board; and

RESOLVED FURTHER, that the Secretary of the Corporation is directed to file this Written Consent with the permanent records of the Corporation as the duly authorized act of the Board.

A copy of this Unanimous Written Consent that is signed and delivered by facsimile or electronic transmission shall be considered an original, executed consent.

* * *

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned Trustees have executed this Unanimous Written Consent as of the date above first written.

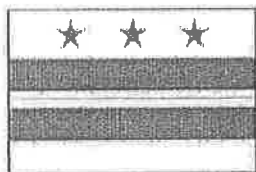
By: 
Diane Cottman

By: 
Linda Moore

By: 
Kristen Scotchmer

By: 
Mary Shaffner

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



CERTIFICATE

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

DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

Effective Date: 10/4/2012

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 10/4/2012 11:56 AM

Business and Professional Licensing Administration



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

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: lwJ1kNBk

ARTICLES OF INCORPORATION
OF
DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

(a District of Columbia Nonprofit Corporation).

To:

Department of Consumer and Regulatory Affairs
Business & Professional Licensing Administration
Corporations Division
PO Box 92300
Washington, DC 20090

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Non-Profit Corporation Act (D.C. Code, Title 29, Chapter 4, as amended, adopt the following Articles of Incorporation:

FIRST: The name of the corporation is **DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL** (hereinafter the "Corporation").

SECOND: The corporation shall have members, each of whom shall be a District of Columbia public charter school.

THIRD: The address, including street and number, of the initial registered office of the Corporation is c/o 1637 Irving Street NW, Washington, DC 20010, and the name of the initial registered agent at such address is Ms. Mary Shaffner.

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

FIFTH: The name and address of the incorporator of the Corporation is as follows:

Andrea Lachenmayr, c/o Fulbright & Jaworski LLP, 801 Pennsylvania Ave NW, Washington DC 20001.

SIXTH: Miscellaneous provisions.

1. The period of duration of the Corporation shall be perpetual.
2. The corporation is organized exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any future federal tax code. Specifically, the purpose for which the corporation is organized is to promote quality public charter school education at the middle school and high school levels in Washington, D.C. through the operation of a cooperative middle-high school on behalf of its members, each a District of Columbia foreign language immersion public charter school, which shall seek accreditation from the International Baccalaureate and offer advanced foreign language study opportunities in the target languages of such members (such cooperative school being operated by the Corporation hereinafter referred to as the "School"), and other lawful activities necessary or appropriate in furtherance thereof. The Corporation

shall have in furtherance of the aforesaid purpose all of the powers conferred upon corporations organized pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, including without limitation the power to solicit grants and contributions for such purposes.

3. The Board of Directors of the Corporation shall be referred to as the Board of Trustees and such persons shall be vested with the management and control of the affairs of the Corporation. The manner of election or appointment of the Trustees of the Corporations shall be prescribed by the Bylaws of the Corporation.

4. 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:

A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any trustee or officer of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Paragraph 2 of Article SIXTH hereof.

B. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise permitted by §501(h) of the Code, and in any corresponding laws of the District of Columbia), and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements concerning) any political campaign on behalf of (or in opposition to) any candidate for public office.

C. The Corporation shall not carry on any activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue Law), or (ii) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

D. Upon the termination, dissolution or final liquidation of the Corporation in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation shall be distributed to, and only to, the Members (but solely to the extent each such Member is organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code and as otherwise required in the Bylaws), and otherwise to one or more organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Trustees in accordance with the Bylaws. Such distribution of assets shall be calculated to carry out the objectives and purposes stated in the Articles of Incorporation. In no event shall any of such assets or property be distributed to any Member, or any affiliate of any Member, (except as provided in this paragraph), Trustee or officer, or any or any other private individual (except as provided in this paragraph).

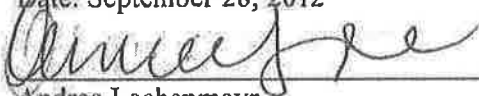
5. The number of Trustees initially constituting the Board of Trustees is four (4), but the number of Trustees may be increased or decreased in the manner set forth in the Bylaws of the Corporation. The names and addresses, including street and number and zip code, of the persons who are to serve as Trustees until the first annual meeting or until their successors are elected in accordance with the Bylaws of the Corporation are:

Name	Address
Mary Shaffner	1637 Irving Street NW, Washington DC 20010
Diane Cottman	13200 Vandine Street, Upper Marlboro, MD 20774-1828
Kristin Scotchmer	3829 10th Street NW, Washington, DC 20010
Linda Moore	1334 Montague Street NW, Washington, DC 20011

6. The initial Bylaws of the Corporation shall be adopted by the unanimous written consent of the Members and the Board of Trustees and may be amended only as provided therein.

7. ~~The Corporation reserves the right to amend, change or repeal any provision contained in these Articles of Incorporation or to merge or consolidate this Corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall be calculated exclusively to carry out the objects and purposes for which the Corporation is formed, and all rights herein conferred or granted shall be subject to this reservation; and provided further that any such amendment, change or repeal shall require the unanimous consent of the Members of the Corporation.~~

Date: September 28, 2012



 Andrea Lachenmayr

I Sharon Allen Rasheed a Notary Public, hereby certify that on the 28th day of September, 2012 Andrea Lachenmayr, appeared before me and signed the foregoing document as the incorporator, and have averred that the statements therein contained are true.





Notary Public, District of Columbia
 My commission expires on _____

SHARON ALLEN RASHEED
NOTARY PUBLIC DISTRICT OF COLUMBIA
 My Commission Expires August 14, 2017

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF ORGANIZATIONAL MEETING
OF BOARD OF TRUSTEES OF
DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL**

October 9, 2012

The undersigned, being all of the initial members of the Board of Trustees (the "**Board**") of District of Columbia International School, a District of Columbia nonprofit corporation ("**Corporation**"), do hereby consent to and adopt the following resolutions as the resolutions of the Board, and waive notice of any meetings and the holding of any meetings, it being intended that this Unanimous Written Consent of the Trustees (this "**Unanimous Written Consent**") shall have the same force and effect as the unanimous vote of the Board at a meeting duly called and held at which a quorum was present, and acting unanimously in accordance herewith throughout:

RESOLVED, that the Corporation's Articles of Incorporation, as filed in the District of Columbia, attached hereto as Exhibit A, are hereby ratified and approved;

RESOLVED FURTHER, that the Bylaws for the Corporation attached hereto as Exhibit B, are hereby approved and adopted as the Bylaws of the Corporation;

RESOLVED FURTHER, that the following persons are elected to the offices set forth opposite their respective names, each to serve until the first meeting of this Board of Trustees or until such person's successor is elected:

<u>Name</u>	<u>Office</u>
Mary Shaffner	Board Chair and President
Diane Cottman	Vice Chair and Vice President
Kristin Scotchmer	Secretary
Linda Moore	Treasurer

RESOLVED FURTHER, that the Board Chair or Treasurer of the Corporation, or his or her designee pursuant to a written authorization, is authorized to obtain on behalf of the Corporation an Employer Identification Number (EIN);

RESOLVED FURTHER, that the Secretary of the Corporation, or his or her designee pursuant to a written authorization, is authorized and directed to procure the necessary corporate books and records for recording the official business of the Corporation;

RESOLVED FURTHER, that the Board Chair or Treasurer of the Corporation, or his or her designee pursuant to a written authorization, is authorized to open bank

**Memorandum Of Understanding
Regarding The Establishment of
An International Public Charter Middle-High School
At Walter Reed Building 11**

November __, 2011

This Memorandum of Understanding (this "MOU") is intended to outline certain terms and conditions under which each of the undersigned (each, a "Founding School") will pursue the establishment of an international public charter middle-high school in the District of Columbia (as described herein, "DCI"). Each of the Founding Schools acknowledges and understands that the summary below is not exclusive and that the completion of the transactions contemplated hereby is contingent on and in all ways shall be subject to and superseded by the execution and delivery of all definitive applications and/or agreements in respect of such transactions, in each case in form and substance satisfactory to each of the Founding Schools and approved by their respective Boards of Trustees. Each of the Founding Schools further acknowledges and agrees that (i) except for the obligations of the Founding Schools to pay their own costs and expenses described in Section 4(b), the confidentiality obligations described in Section 5, and the disclaimer of agency and/or partnership set forth in Section 7, which shall be the binding and enforceable obligations of each of the Founding Schools, this MOU is merely a non-binding expression of the Founding Schools' present intent; and (ii) subject to the binding obligations described in clause (i), any Founding Party may terminate negotiation and its participation in the transactions described herein at any time.

1. Founding Schools.

- a. Original Founding Schools. The Founding Schools are Latin American Montessori Bilingual ("LAMB"), Elsie Whitlow Stokes Community Freedom ("Stokes"), Mundo Verde (MV) and Washington Yu Ying ("Yu Ying" and together with LAMB and Stokes and MV, "**Original Founding Schools**"), together with each Additional Founding School (as hereinafter defined).
- b. Additional Founding Schools. With the unanimous written consent of the Original Founding Schools, one or more other District of Columbia public charter schools may become Founding Schools by executing a joinder to this MOU (each, an "**Additional Founding School**").

2. Purpose and Organization of DCI.

- a. Need for Immersion Middle High School.
 - i. Each of the Founding Schools is a successful and popular elementary school characterized by a rigorous academic program, including in particular a language and cultural immersion program, and is in good standing with its chartering authority, the Public Charter School Board ("PCSB").

ii. There are currently no public charter or DCPS immersion middle and high school programs that can support the language fluency of the students completing the elementary programs of the Founding Schools, in Spanish, French or Chinese.

iii. Each of the Founding Schools wishes to continue to provide its current and future elementary school students with the opportunity to continue to pursue such an academic program into their Middle High School years. Certain of the Founding Schools already have authority from the PCSB to expand their programs through Middle School, and all of the Founding Schools believe they have a duty to their current and future elementary students to do so.

iv. Despite the demand for the programs operated by the Founding Schools, each of the Founding Schools believes that it is too small, individually, to economically operate a successful Middle High School program. Each of the Founding Schools believes that it can more economically operate a Middle High program in cooperation with the other Founding Schools. Such cooperation and combination would provide the Founding Schools' Continuing Students broader curricular and extracurricular choices as well as continuity in the Founding School's unique programs.

b. Organization/Structure of DCI.

i. The structure/organization of DCI is being developed collaboratively by the Founding Schools, each of whom has nominated its executive director and one or more additional persons to represent its interests in such process. Such representatives, collectively, are referred to herein as the "Founding Group."

ii. Although the Founding Schools continue to explore options for the organization of DCI, recognizing that any such organization must meet the future needs of their respective elementary school students, the Founding Schools anticipate the creation of a new nonprofit entity to operate DCI, with representation of each of the Founding Schools in the management of such entity.

iii. DCI may be separately chartered by the PCSB. Alternatively, each of the Founding Schools may amend its respective charter to permit it to send its sixth through twelfth grade students to DCI, fund DCI in proportion to its share of the Continuing Students and participate in the management of DCI. The ultimate structure of DCI will be determined in consultation with the PCSB and will be reflected in appropriate updates to the charters of the Founding Schools and/or a new chartered entity created through such efforts.

3. **Curriculum and Students to be Served.**

- a. Eligible Students; Admissions Policy. DCI will serve students in grades 6 through 9 ("**Middle School**") and grades 10 through 12 ("**High School**"), and will admit up to [200] students in each Middle School class. DCI shall be open to all students continuing on to DCI from any of the Founding Schools (the "**Continuing Students**") and, capacity permitting, any other DC residents at the relevant grade level matriculating or transferring from another accredited immersion school (together with the Continuing Students, the "**Eligible Students**"); provided that no new student shall be eligible to enroll in DCI after 9th grade. In the event the number of Eligible Students who are not Continuing Students (hereinafter, "**Transferring Students**") applying in any year exceeds the available places in any grade for Transferring Students, DCI will fill its

classes in accordance with a lottery and waitlist as permitted by applicable law. For avoidance of doubt, in accordance with applicable law, DCI will not discriminate or limit enrollment based on student's race, color, religion, national origin, language spoken, intellectual or athletic ability, measures of achievement or aptitude, or status as a student with special needs.

- b. Curriculum and Accreditation. DCI's academic program will combine language and cultural fluency in the target languages of each of the Founding Schools, Spanish, French and Chinese, with the state-of-the-art International Baccalaureate ("IB") Middle Years (for Middle School) and Diploma Program (for High School). DCI will seek accreditation by the International Baccalaureate Organization ("IBO").

4. Location of DCI.

- a. Walter Reed Site. DCI will be located at Building 11 on the Walter Reed campus in Northwest DC (the "**Walter Reed Site**"). This facility includes approximately 130,000 square feet and includes outdoor space, a gym and auditorium. The central location, between Sixteenth Street NW and Georgia Avenue NW is convenient for much of the existing student populations of the Founding Schools, which are currently located in Wards 4 and 5 and draw from every Ward in the District. DCI shall occupy 100,000 of the 130,000 square feet.
- b. Award to LAMB and Yu Ying. The Walter Reed Facility has been awarded to LAMB and Yu Ying by relevant District of Columbia authorities. Upon execution of definitive applications and/or agreements with respect to the organization of DCI and the receipt of appropriate charter approvals from the PCSB, each of LAMB and Yu Ying anticipate executing such other documentation as may be necessary or advisable to permit the Walter Reed Facility to be occupied primarily by DCI.

5. **Cooperation; Expenses.** Each of the Founding Schools shall cooperate to achieve the organization of DCI and to obtain such approvals and/or charter authority as may be required from the PCSB for the same. Whether or not DCI is created, each of the Founding Schools shall be solely responsible for its own costs and expenses incurred in the pursuit of DCI, absent the express written agreement of the Founding Schools to the contrary.

6. **Confidentiality.**

a. Duty of Non-Disclosure. Absent the prior agreement of each of the Founding Schools, the Founding Schools agree to maintain and to cause their respective representatives, employees, management and advisors to maintain the confidentiality of (i) the existence of the MOU, (ii) the terms hereof, and (iii) pending submission of any charter application or amendment in relation hereto, together with the existence of any negotiations or drafts or intentions with respect thereto or the terms thereof; provided, however, that if any party is compelled by applicable law to make any disclosure inconsistent with the foregoing obligations, it shall give prior notice to the other Founding Schools and the opportunity to review and approve the content of any such disclosure, if practicable. The Founding Schools shall further cooperate with respect to the content and timing of any public announcement with respect to DCI.

b. Certain Permitted Disclosures. Notwithstanding the obligations of the Founding Schools set forth in paragraph (a) above, each of the Founding Schools acknowledges and agrees that (i) each of LAMB and Yu Ying may submit a copy of this MOU to the District of Columbia and/or Federal authorities in connection with the negotiation of their respective rights in relation to the Walter Reed Facility, (ii) the members of the Founding Group may by mutual consent discuss the terms hereof or authorize any one of them or any other representative thereof to discuss the terms hereof, with representatives of the PCSB, Building Hope, and/or FOCUS (provided that no such person shall have the authority to bind the Founding Schools in any such discussions), and (iii) each of the Founding Schools may discuss the existence and terms of this MOU with one or more of its supporters or prospective donors (including individual and individual donors) and one or more representatives of its current families for the purposes of confirming the level of support or securing monetary or other assistance for the proposals herein, provided that any such person must agree to be keep the existence and terms hereof confidential as a condition of such disclosure.

7. **No Partnership or Agency Created.** None of the Founding Schools, by executing this MOU, intends to create any agency or partnership under applicable law between it and any other person, and for the avoidance of doubt, no action by any of Founding Schools or their respective agents or representatives shall be deemed to bind or commit any other Founding School.

* * *

[Remainder of page intentionally left blank; signature pages follow]

Acknowledged and agreed by the undersigned:

Latin American Montessori Bilingual Public
Charter School

By _____

Name: Diane Cottman
Title: Executive Director
Date:

Elsie Whitlow Stokes Community Freedom Public
Charter School

By _____

Name: Linda Moore
Title: Executive Director
Date:

Mundo Verde Public Charter School

By _____

Name: Kristen Scotchmer
Title: Executive Director
Date:

Washington Yu Ying Public Charter School

By _____

Name: Mary Shaffner
Title: Executive Director
Date:

Acknowledged and agreed by the undersigned:

Latin American Montessori Bilingual Public
Charter School

By _____

Name: Diane Cottman
Title: Executive Director
Date:

Elsie Whitlow Stokes Community Freedom Public
Charter School

By _____

Name: Linda Moore
Title: Executive Director
Date:

Mundo Verde Public Charter School

By _____

Name: Kristen Scotchmer
Title: Executive Director
Date:

Washington Yu Ying Public Charter School

By  _____

Name: Mary Shaffner
Title: Executive Director
Date: 12/7/11

Acknowledged and agreed by the undersigned:

Latin American Montessori Bilingual Public
Charter School

By _____


Name: Diane Cottman
Title: Executive Director
Date:

Elsie Whitlow Stokes Community Freedom Public
Charter School

By _____

Name: Linda Moore
Title: Executive Director
Date:

Mundo Verde Public Charter School

By 

Name: Kristin Scotchmer
Title: Executive Director
Date: 12/7/2011

Washington Yu Ying Public Charter School

By _____

Name: Mary Shaffner
Title: Executive Director
Date:

Acknowledged and agreed by the undersigned:

Latin American Montessori Bilingual Public
Charter School

By Diane Cottman

Name: Diane Cottman
Title: Executive Director
Date: 12.6.11

Elsie Whitlow Stokes Community Freedom Public
Charter School

By _____

Name: Linda Moore
Title: Executive Director
Date:

Mundo Verde Public Charter School

By _____

Name: Kristen Scotchmer
Title: Executive Director
Date:

Washington Yu Ying Public Charter School

By _____

Name: Mary Shaffner
Title: Executive Director
Date:

Acknowledged and agreed by the undersigned:

Latin American Montessori Bilingual Public
Charter School

By _____

Name: Diane Cottman
Title: Executive Director
Date:

Elsie Whitlow Stokes Community Freedom Public
Charter School

By 

Name: Linda Moore
Title: Executive Director
Date:

Mundo Verde Public Charter School

By _____

Name: Kristen Scotchmer
Title: Executive Director
Date:

Washington Yu Ying Public Charter School

By _____

Name: Mary Shaffner
Title: Executive Director
Date: