

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

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## CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL AGREEMENT (this "Agreement") is effective as of July 1, 2016, and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD ("DC PCSB") and THURGOOD MARSHALL PUBLIC CHARTER HIGH SCHOOL, a District of Columbia nonprofit corporation (the "School Corporation").

### RECITALS

**WHEREAS**, pursuant to the Congressionally-enacted District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the "Act"), DC PCSB has authority to charter, monitor, oversee, and amend, renew and/or revoke charters of School Corporations in a manner consistent with the letter and intent of the Act;

**WHEREAS**, pursuant to §38-1802.03 of the Act, DC PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia;

**WHEREAS**, DC PCSB granted a charter to the School Corporation for the establishment of a public charter school, effective April 30, 2001 (the "Original Charter Agreement");

**WHEREAS**, the Original Charter, as amended, was effective until June 30, 2016;

**WHEREAS**, the School Corporation submitted a petition in accordance with §38-1802.12 of the Act to renew its charter as a public charter school (the "Petition");

**WHEREAS**, DC PCSB determined (i) that the Petition for renewal satisfied the requirements set forth in §38-1802.12 the Act; and (ii) approved the Petition thereby renewing the charter of the School Corporation, effective as of July 1, 2016 (the "Renewed Charter");

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

**WHEREAS**, DC PCSB and the School Corporation seek to foster a cooperative and responsive relationship;

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

## SECTION 1. CONTINUED OPERATION OF SCHOOL

### 1.1 Charter.

**A.** The School Corporation shall continue to operate a public charter school (the “School”) in the District of Columbia and shall operate such School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall constitute the School Corporation’s charter (the “Charter”) and shall be binding on the School Corporation, the School, and DC PCSB.

**B.** Pursuant to §38-1802.03(h)(2) of the Act, the following sections of the Petition are specifically included as part of the School’s Charter and attached hereto:

(i) The School’s statement regarding the mission and goals of the School and the manner in which the School will conduct any district-wide assessments as detailed in Sections 2.1 and 2.3 below;

(ii) Proposed Rules and Policies for Governance and Operation of School Corporation [Attachment A];

(iii) Articles of Incorporation and Bylaws [Attachment B];

(iv) Procedures to Ensure Health and Safety of Students and Employees [Attachment C];

(v) Accreditation Certificate and Assurance to Maintain Accreditation [Attachment D]; and

(vi) Relationship Between School and Employees [Attachment E].

The School Corporation shall provide DC PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall not be required to provide DC PCSB a petition for a charter revision for any proposed changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

**1.2 Effective Date and Term.** The Charter shall commence on the effective date of this Agreement and shall continue for a term of fifteen years unless renewed, revoked, or terminated in accordance with §§38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement.

## SECTION 2. EDUCATIONAL PROGRAM

### 2.1 Mission Statement.

**A.** The School Corporation shall operate the School in accordance with its mission statement: To prepare students to succeed in college and actively engage in our democratic society.

**B.** The School Corporation shall provide DC PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School's mission.

## **2.2** Age-Grade.

**A.** Pursuant to § 38-1802.04(c)(14) of the Act, in the School shall provide instruction to students in ages/grades 9 through 12.

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

## **2.3** Goals and Academic Achievement Expectations.

**A.** Goals: The School Corporation shall annually measure and report on the following goals.

### 1. Student Achievement mathematics

In four of five years, for each five year window for the next fifteen-year renewal cycle, each campus will meet both of the following targets in mathematics:

- a. The percent of students earning a level 4 or above will exceed the percent of students city-wide in tested grades served by that campus who reach a level 4 or above.
- b. The percent of students earning a level 3 or above will exceed the percent of students city-wide in tested grades served by that campus who reach a level 3 or above.

### 2. Student Achievement English language arts

In four of five years, for each five year window for the next fifteen-year renewal cycle, each campus will meet both of the following targets in English language arts:

- a. The percent of students earning a level 4 or above will exceed the percent of students city-wide in tested grades served by that campus who reach a level 4 or above.
- b. The percent of students earning a level 3 or above will exceed the percent of students city-wide in tested grades served by that campus who reach a level 3 or above.

### 3. Student growth

- a. The average student growth on the state student growth measure<sup>1</sup> at Thurgood Marshall Academy PCS in English will exceed the state average on the state student growth measure for high schools. Growth shall be measured from 8<sup>th</sup> grade to high school using state mandated summative assessments.

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<sup>1</sup> This goal will not be computed if the state does not have a city-wide measure for calculating high school growth.

- b. The average student growth on the state student growth measure<sup>2</sup> at Thurgood Marshall Academy PCS in mathematics will exceed the state average on the state student growth measure for high schools. Growth shall be measured from 8<sup>th</sup> grade to high school using state mandated summative assessments.
- 4. Graduation
  - a. The school's 4-year Adjusted Cohort Graduation rate will exceed the state 4-year Adjusted Cohort Graduation rate.
  - b. The school's 5-year Adjusted Cohort Graduation rate will exceed the state 5-year Adjusted Cohort Graduation rate.
- 5. College
  - a. 90% of graduates are accepted to a college each year, following the business rules in the latest Performance Management Framework Policy and Technical Guide for the High School PMF each year.
- 6. Alumni
  - a. 80% of alumni will enroll in college within one-year of graduating from high school as reported by the National Student Clearinghouse and supplemented through follow-up surveys administered to students and information received by the school for the administration of its Alumni Fund.
- 7. Law
  - a. 85% of students will participate in a law-related activity outside of the classroom each year. Activities will include, but are not limited to: law day, law firm tutoring, law courses including Government, field trips and participation in law-themed events. The goal will be tracked through attendance used for reporting to third-party funders, enrollment documents, field trip attendance and sign-in sheets from law-themed events.
- 8. Attendance
  - a. The school's annual in-seat attendance rate will exceed the state average for high school students.

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

**C.** Standard for Charter Reviews and Renewal: Each of the School's campuses will be assessed separately on the above goals annually and in charter reviews and renewal assessment. Each campus will be deemed to have met its goals and academic expectations if, at

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<sup>2</sup> This goal will not be computed if the state does not have a city-wide measure for calculating high school growth.

the School's five-year review (no later than its 20th year of operation), ten-year review (no later than its 25th year of operation), and fifteen-year review (no later than its 30th year of operation), it meets all of the goals in Section 2.3A above every year of operation.

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

**E.** The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by DC PCSB, or the manner in which the School will conduct district-wide assessments, by April 1 prior to the Academic Year in which the proposed changes will be implemented or within thirty days after the School is made aware of any changes to state-wide measures included in the above goals.

**2.4** Curriculum. The School Corporation shall have exclusive control over its instructional methods, consistent with § 38-1802.04(c)(3)(a) of the Act, but the School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change to the School's mission or goals no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. The School Corporation shall provide DC PCSB with any materials requested by DC PCSB in connection with the petition for charter revision pursuant to this Section 2.4. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

**2.5** Graduation Requirements. The School Corporation shall implement and hold its students accountable to the graduation requirements approved by DC PCSB, attached hereto as Attachment J. The School Corporation shall provide DC PCSB a request for approval for any material changes to graduation requirements no later than April 1 prior to the Academic Year in which the changes to the graduation requirements will take effect, and DC PCSB may require a public hearing on any such request.

**2.6** Students with Disabilities.

**A.** The School Corporation shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*) ("IDEA"), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

**B.** Pursuant to § 38-1802.10(c) of the Act, the School Corporation shall be treated as a local educational agency ("LEA") for the purpose of providing services to students with disabilities.

### SECTION 3. ADMINISTRATION AND OPERATION

**3.1** Location.

**A.** The School shall be located at 2427 Martin Luther King Ave. SE, Washington, D.C. 20020 (the “School Property”).

**B.** DC PCSB has approved the School Corporation to operate a second high school campus (See Attachment K), provided that the School Corporation fulfill the following conditions in order to open the second campus prior to 2018-19 and provided that DC PCSB will hold a public hearing once the School Corporation has identified a location:

- (i) Update its goals and academic achievement expectations in accordance with current DC PCSB guidelines, which condition will be satisfied with the execution of this Agreement; and
- (ii) Locate a facility.

**C.** The School shall not relocate from its current location or add an additional facility other than that addressed above in Section 3.1B unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation. The request shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB reserves the right to delay or prohibit the School’s opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in Attachment F at least one month prior to the first day of the School’s operation at the new School Property.

**3.2** Enrollment.

**A.** Enrollment in the School shall be open to all students of ages or in grades as set forth in Section 2.2 above who are residents of the District of Columbia. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by § 38-1802.06 of the Act. The School Corporation shall determine whether each student resides in the District of Columbia according to guidelines established by the D.C. Office of the State Superintendent of Education (“OSSE”).

**B.** If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in Attachment G and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random selection process to DC PCSB (see Attachment G) and shall provide notice to DC PCSB if there are material changes made to the current random selection process. The School Corporation shall provide DC PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider



any comments of DC PCSB staff and its agents in connection with the proposed changes. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the School's random selection process.

C. The School shall maintain an enrollment of no more than 420 students in the first year of this agreement and no more than 950 students in subsequent Academic Years substantially in accordance with Schedule I, provided that the conditions as stated in Section 3.1B and 3.1C above are satisfied. Otherwise, the School shall maintain an enrollment of no more than 420 students substantially in accordance with Schedule I. The School Corporation shall provide DC PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three months before the requested change date with (i) evidence that (a) the School Property has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase; (ii) a revised Schedule I; and (iii) such other items as DC PCSB may request.

### 3.3 Disciplinary Policies.

A. The School Corporation shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, and shall make copies of those policies and procedures available to students and parents via print and electronic means within the first ten business days of the beginning of the school year, and provide a copy to DC PCSB as part of the Annual Compliance Reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. However, the School Corporation agrees to provide DC PCSB with a written request for approval prior to the adoption of any material change to its Discipline Policies that is to take effect before the next Annual Compliance Reporting.

B. Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall track suspensions and expulsions in accordance with the expectations for timely submission, including daily attendance, which is uploaded weekly, and discipline data, which is uploaded monthly. The School Corporation shall provide these data in a form and manner identified by DC PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

C. The School Corporation shall report any student expulsions or suspensions to DC PCSB in accordance with DC PCSB's stated policies and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data for each campus separately.

3.4 Complaint Resolution Process. Pursuant to § 38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to students, parents, and DC PCSB as part of the Annual Compliance Reporting. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide DC PCSB written notice of any material change to its complaint resolution process at least three

months prior to adoption. DC PCSB may, at its discretion, waive the three month requirement if the School Corporation demonstrates good cause.

**3.5** Operational Control.

**A.** Pursuant to § 38-1802.04(c)(3) of the Act, the School Corporation shall exercise exclusive control over its expenditures, administration, personnel and instructional methods subject to limitations imposed in § 38-1802.04 of the Act.

**B.** Pursuant to § 38-1802.04(b) of the Act, the School Corporation shall have the following powers consistent with the Act and the terms of this Agreement:

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as the School's facilities;
- (iii) to receive and disburse funds for School purposes;
- (iv) subject to § 38-1802.04(c)(1) of the Act; to make contracts and leases including agreements to procure or purchase services, equipment, and supplies;
- (v) subject to § 38-1802.04(c)(1) of the Act, to secure appropriate insurance;
- (vi) to incur debt in reasonable anticipation of the receipt of funds from the general fund of the District of Columbia or the receipt of federal or private funds;
- (vii) to solicit and accept any grants or gifts for School purposes;
- (viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in the public charter school's own name.

**3.6** Accreditation.

**A.** The School Corporation shall maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) of the Act.

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

**3.7** Nonsectarian. The School Corporation and the School shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

**SECTION 4. GOVERNANCE**



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

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

**4.3** Governance.

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

**B.** Pursuant to § 38-1802.04(c)(10) of the Act, the Board of Trustees shall provide DC PCSB with a written request for approval of any material change(s) to its articles of incorporation or bylaws within three months of the effective date of such change. DC PCSB may, at its discretion, waive the three month requirement if the School Corporation demonstrates good cause.

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

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

## **SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING**

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

**5.2** Tuition and Fees. The School Corporation shall not charge tuition to any student, other than a non-resident student in accordance with § 38-1802.06(e) of the Act, unless such student would otherwise be liable for tuition costs under the Act. The School Corporation may charge

reasonable fees or other payment for after school programs, field trips, or similar non-mandatory student activities.

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

**5.4** Contracts.

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

**B.** The School Corporation shall follow the requirements of §38-1802.04(c)(10) of the Act prior to entering into a contract with a third party for the management of the School, other than the third party designated in its petition (a "School Management Contract"). The School Corporation shall submit a written request for approval to DC PCSB before canceling; terminating; or materially amending, modifying, or supplementing any contract entered into with a third party for the management of the School.

**C.** If a procurement contract awarded by the School Corporation is a conflicting interest contract, the School Corporation will award that contract pursuant to DC PCSB's *Submission of Procurement Contracts and Board of Trustees' Meeting Minutes Policy* and its successor policies, the School Corporation's conflict of interest policies, and the law.

**D.** The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that DC PCSB has no responsibility for the debts or action of the School Corporation or the School. The School Corporation shall not purport to act as the agent of DC PCSB or the government of the District of Columbia with respect to any contract.

**5.5** Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in Attachment H. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall include the Board of Trustees and its directors, officers, employees, and agents as insureds. As part of the Annual Compliance Reporting, the Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary (see Attachment H), subject to the availability of such insurance on commercially reasonable terms. However, should any insurance coverage expire prior to the Annual

Compliance Reporting schedule, within thirty days of expiration, the Board of Trustees will provide to DC PCSB either a notice that the Board of Trustees has determined that such coverage is no longer necessary or a certificate of insurance renewal or revision.

**5.6** Tax-Exempt Status. The School Corporation shall maintain tax-exempt status from the federal government and the District of Columbia.

**5.7** Enrollment and Attendance Records.

**A.** The School Corporation shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Section 7 below.

**B.** If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit distinct and unique enrollment and attendance records to DC PCSB and in state and federal reports.

**5.8** Board of Trustee Meeting Minutes. The School Corporation shall maintain copies of all minutes of meetings of the Board of Trustees of the School Corporation, including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting, certified by an officer of the School Corporation or a member of the Board of Trustees as to their completeness and accuracy. Certification may be a vote by the Board to approve minutes so long as this is noted in the minutes of a subsequent meeting. The School Corporation shall provide such documents to DC PCSB pursuant to the compliance reporting requirements no later than the end of the next fiscal year quarter after the occurrence of the School Board's meeting.

## **SECTION 6. PERSONNEL**

**6.1** Relationship. All employees hired by the School Corporation shall be employees of the School and, pursuant to § 38.1802.07(c) of the Act, shall not be considered to be an employee of the District of Columbia government for any purpose.

**6.2** Hiring. The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School Management Contract. From time to time as established by the School Corporation, the School Corporation shall conduct random background checks on each employee and each person who regularly volunteers at the School more than ten hours a week, but at a minimum once every two years.

## **SECTION 7. REPORTING REQUIREMENTS**

**7.1** Annual Reports. The School Corporation shall deliver to DC PCSB, by a date specified by DC PCSB, an annual report in a format acceptable to DC PCSB which shall include all items required by § 38-1802.04(c)(11)(B) of the Act (the "Annual Report"). The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards,

indicators, targets. The School Corporation shall permit any member of the public to view such report on request.

**7.2** Audited Financial Statements. Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall deliver to DC PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act, and prepared in accordance with GAAP, government auditing standards for financial audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB.

**7.3** Interim Financial Reports. Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2016 ("Interim Period" shall mean monthly, and from time to time thereafter, upon written notice by DC PCSB to the School Corporation, the period designated by DC PCSB in such notice.)

**7.4** Budget. Pursuant to DC PCSB's *Data and Document Submission Policy* and Annual Compliance Reporting, the School Corporation shall submit to DC PCSB, in a format that satisfies DC PCSB requirements, its budget for the succeeding Academic Year. DC PCSB may require additional information from the School Corporation in cases where DC PCSB staff have identified specific financial concerns. DC PCSB may specify the format and categories and information contained in the Budget.

**7.5** Enrollment Census. Pursuant to § 38-1802.04(c)(12) of the Act, the School Corporation shall provide to OSSE student enrollment data required by OSSE to comply with § 38-204 of the District of Columbia Code. Such report shall be in the format required by OSSE for similar reports from District of Columbia Public Schools, and all counts of students shall be conducted in a manner comparable to that required by OSSE for enrollment counts by District of Columbia Public Schools.

**7.6** Attendance Data. Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for the School using attendance management reporting software identified by DC PCSB. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit to DC PCSB distinct and unique attendance data.

**7.7** Key Personnel Changes. The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five business days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in Attachment I (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of

such departure, and the actions the School Corporation has taken or intends to take to replace such person.

**7.8** Authorizations. As part of the annual compliance reporting, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Trustees that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect. If the School Corporation receives notice, whether formal or informal, of any alleged material failure to comply with the terms or conditions of any Authorization, the School Corporation shall provide DC PCSB, within seven days of receiving such notice, a written notice detailing the nature and date of such notice and the School Corporation's intended actions in response. "Authorizations" shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

**7.9** Events of Default. The School Corporation shall promptly report to DC PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation or the School including: (i) any claim there has been a material breach of any contract that affects the operation of the School; (ii) any claim or notice of a default under any financing obtained by the School Corporation; and (iii) any claim that the School Corporation has failed to comply with the terms and conditions of any Authorizations required to operate the School. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the School Corporation's intended response.

**7.10** Litigation. The School Corporation shall promptly report to DC PCSB the institution of any material action, arbitration, government investigation, or other proceeding against the School Corporation or any property thereof (collectively "Proceedings") and shall keep DC PCSB apprised of any material developments in such Proceedings.

**7.11** Reports Required by the Act. The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide DC PCSB with a copy of each such report at the time the School Corporation provides the report as required by the Act.

## **SECTION 8. COMPLIANCE**

**8.1** Compliance with Applicable Laws. The School Corporation shall operate at all times in accordance with the Act and all other applicable District of Columbia and federal laws subject to the limitations in Sections 8.2 and 8.3 below or from which the School Corporation is not otherwise exempt, and District of Columbia and federal provisions prohibiting discrimination on the basis of disability, age, race, creed, color, gender, national origin, religion, ancestry, sexual orientation, gender identification or expression, marital status, or need for special education services, or other characteristics as proscribed by law.

**8.2** Waiver of Application of Duplicate and Conflicting Provisions. Pursuant to § 38-1802.10(d) of the Act, no provision of any law regarding the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to the School



Corporation or DC PCSB to the extent that the provision duplicates or is inconsistent with the Act.

**8.3** Exemption from Provisions Applicable to D.C. Public Schools. Pursuant to § 38-1802.04(c)(3)(B) of the Act, the School Corporation shall be exempt from District of Columbia statutes, policies, rules, and regulations established for the District of Columbia Public Schools by OSSE, Board of Education, Mayor, or District of Columbia Council, except as otherwise provided in the Charter or in the Act.

**8.4** Cooperation. The School Corporation shall, and shall cause its Board of Trustees, officers, employees, and contractors to, cooperate with DC PCSB, its staff, and its agents in connection with DC PCSB's obligations to monitor the School Corporation.

**8.5** Access. The School Corporation shall grant to DC PCSB, its officers, employees, or agents, access to the School Corporation's property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that DC PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with DC PCSB, its officers, employees, or agents, including allowing site visits as DC PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with § 38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School and School Corporation.

**8.6** Written Notice. If DC PCSB determines through its oversight of the School Corporation that any condition exists that (i) seriously jeopardizes the continued operation of the School Corporation, the School, or a School's campus; (ii) is substantially likely to satisfy the conditions for charter revocation pursuant to § 38-1802.13 of the Act; and/or (iii) threatens the health, safety, or welfare of students of the School, then DC PCSB may issue a written notice to the School Corporation stating the reasons for its concerns and inquiry. Upon receipt of such notice and upon request of DC PCSB, the School Corporation shall meet with DC PCSB to discuss DC PCSB's concerns and the School Corporation's response to DC PCSB's written notice.

**8.7** Administrative Fee. The School Corporation shall pay annually to DC PCSB, no later than November 15 of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of DC PCSB, or such lesser amount established from time to time by the DC PCSB. Notwithstanding the foregoing, DC PCSB shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the full allocation of its annual Academic Year funding from the government of the District of Columbia by such date provided that the School Corporation pays DC PCSB such fee within five business days of the School Corporation's receipt of such funding.

## **SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION**

**9.1** Charter Renewal. The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to the terms of the Act. If such renewal is granted by DC PCSB in accordance with the Act, DC PCSB and the School Corporation shall (i) renew this Agreement with amendments satisfactory to DC PCSB and the

School Corporation; or (ii) enter into a substitute agreement satisfactory to DC PCSB and the School Corporation.

## **9.2** Charter Revocation.

**A.** Pursuant to § 38-1802.13 of the Act, DC PCSB may revoke the Charter if DC PCSB determines that the School has (i) committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in the Charter, including violations relating to the education of children with disabilities; or (ii) failed to meet the goals and student academic achievement expectations set forth in the Charter.

**B.** Pursuant to § 38-1802.13 of the Act, DC PCSB shall revoke the Charter if DC PCSB determines that the School (i) has engaged in a pattern of nonadherence to generally accepted accounting principles; (ii) has engaged in a pattern of fiscal mismanagement; or (iii) is no longer economically viable.

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

**9.3** Termination. This Agreement shall terminate upon Charter revocation or nonrenewal, or by mutual written agreement of the parties hereto.

## **9.4** Probation and Corrective Action.

**A.** If DC PCSB proposes to revoke the Charter pursuant to § 38-1802.13(a) of the Act, DC PCSB may, as an alternative to charter revocation, place the School or any of the School's campuses on probation and require the School Corporation, in consultation with DC PCSB, to develop and implement a written corrective action plan ("Corrective Plan"). The Corrective Plan shall include the reasons that the Charter is subject to revocation under § 38-1802.13(a), the terms and conditions of probation and the results the School shall achieve to avoid charter revocation. Although DC PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require DC PCSB to place the School or any of its campuses on probation or develop a Corrective Plan.

**B.** If DC PCSB elects to place the School or one of the School's campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide DC PCSB a written request for approval five business days prior to taking any of the following actions: (a) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits, or obligations under any such School Management Contract in any material respect.

## 9.5 Mandatory Dissolution.

**A.** In accordance with § 38-1802.13a of the Act, the School Corporation shall dissolve if the Charter (i) has been revoked by DC PCSB; (ii) has not been renewed by DC PCSB; or (iii) has been voluntarily relinquished by the School Corporation. Mandatory dissolution is only applicable in the case of revocation, non-renewal or voluntary relinquishment of the Charter and is not applicable in the case of a campus closure pursuant to 9.2(C).

**B.** In the event of dissolution, DC PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan for (i) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (ii) discharging the School Corporation's debts; and (iii) distributing any remaining assets in accordance with §29-412.06 and §29-412.07 of the District of Columbia Code and § 38-1802.13a of the Act.

## SECTION 10. OTHER PROVISIONS

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

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

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

**10.4 Entire Agreement; Amendments.** This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that Attachments A-E which constitute the School Corporation's Charter can only be modified or amended through Petition for Charter Revision subject to 1.1(B) of this agreement, except that Attachments A, B, and E require only DC PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.



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

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

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

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

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

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

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

If to DC PCSB:

District of Columbia Public Charter School Board  
3333 14<sup>th</sup> St., NW; Suite 210  
Washington, D.C. 20010  
Attention: Scott Pearson, Executive Director


spearson@dcpcsb.org  
Telephone: (202) 328-2660

If to the School Corporation:

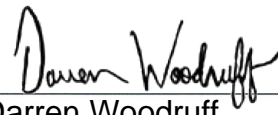
Thurgood Marshall Academy Public Charter High School  
2427 Martin Luther King Ave, SE  
Washington, D.C. 20020  
Attention: Richard Pohlman  
Email: rpohlman@tmapchs.org  
Telephone: 202-563-6862 x124

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

**Thurgood Marshall Academy**

  
By: KANNON K. SHANMUGAM  
Title: CHAIR, BOARD OF TRUSTEES  
Date: JUNE 27, 2016

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**

  
By: Darren Woodruff  
Title: DC PCSB Board Chair  
Date: 6/28/2016

## ATTACHMENTS

SCHEDULE I	Maximum Enrollment Schedule
ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process Disciplinary Policies
ATTACHMENT H	Insurance Requirements
ATTACHMENT I	Key Personnel
ATTACHMENT J	Graduation Requirements
ATTACHMENT K	DC PCSB Minutes Granting Enrollment Increase for Replication

## SCHEDULE I

### Thurgood Marshall Academy Public Charter School Enrollment Matrix – All Campuses

*Thurgood Marshall Academy PCS reserves the right to adjust the number of students in each grade, while staying within the confines of the total LEA enrollment ceiling for each school year.*

<b>Grade</b>	2016-17 and Every Subsequent Year in which the School Corporation Serves Students at One Campus	2017-18 or the First Year in which the School Corporation Serves Students at Two Campuses	2017-18 or the Second Year in which the School Corporation Serves Students at Two Campuses	2019-20 or the Third Year in which the School Corporation Serves Students at Two Campuses	2020-21 or the Fourth Year in which the School Corporation Serves Students at Two Campuses
9	130	275	275	275	275
10	112	110	240	250	250
11	90	90	90	210	225
12	88	85	85	85	200
<b>LEA Total</b>	420	560	690	820	950
<b># Campuses</b>	1	2	2	2	2



## ATTACHMENT A

### Rules and Policies for Governance and Operation of School Corporation

Thurgood Marshall Academy's Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Board of Trustees Chair is the President of the Board, and the Executive Director is an *ex-officio*, non-voting Board of Trustees member and reports to the Board. All other employees report to the Executive Director. There is no management company engaged in the oversight of Thurgood Marshall Academy.

The Board of Trustees has adopted a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement, which may benefit any Trustee, officer, employee, affiliate, or member of a committee with Board-delegated powers. Trustees will be asked to sign the conflict of interest policy annually. A Trustee will be considered to have a conflict of interest if (a) the Trustee has existing or potential financial interests that interfere or even have the perception of interfering with the Trustee's independent unbiased judgment in fulfilling his/her responsibilities to the school, or (b) the Trustee is aware that a member of his/her family or any organization in which the Trustee (or a member of his/her family) is an officer, director, employee, member, partner, trustee, or controlling stockholder, has an existing or potential financial or other interest and in accordance with PCSB's contracting and conflict of interest policies. If a Board of Trustee member has a conflict of interest then he/she must declare this conflict so that a decision as to whether that member may vote on the particular matter can be made.

The Board of Trustees, or designated Committee, will make conflict of interest decisions in alignment with the mission of the school, and in compliance with local and Federal laws and DC PCSB policies.





**AMENDED AND RESTATED BYLAWS**  
**OF**  
**THURGOOD MARSHALL ACADEMY**  
**a District of Columbia nonprofit corporation**  
**(as Ratified, Approved and Adopted by the Board of Trustees on May 17, 2016)**

**ARTICLE I**

**NAME AND OFFICES**

Section 1.01. Name. The legal name of the corporation is the Thurgood Marshall Academy, which shall do business in the District of Columbia as “Thurgood Marshall Academy Public Charter High School” (hereinafter the "Corporation").

Section 1.02. Purpose. The sole purpose of the Corporation shall be the operation of a public charter schools

Section 1.03. Registered Agent. The initial registered agent of the Corporation shall be Mr. Richard Pohlman, until any successor is duly named and qualified. The address of the registered agent is: 2427 Martin Luther King, Jr. Ave., SE, Washington, DC, which is identical to the principal office address of the Corporation.

Section 1.04. Other Offices. The Corporation may also have offices at such other places both within and without the District of Columbia as the Board of Trustees may from time to time determine or the business of the Corporation may require.

**ARTICLE II**

**BOARD OF TRUSTEES**

Section 2.01. General Authority. The business and affairs of the Corporation shall be managed by or under the direction of a governing body of persons (designated individually as "Trustees" and collectively as the "Board of Trustees" or "Board"), which may exercise all powers of the Corporation.

Section 2.02. Composition of Board.

(a) The Corporation shall be governed by a self-perpetuating Board of Trustees consisting of an odd number of Trustees, at least five and no more than fifteen, as may be fixed from time to time by resolution of the Board of Trustees. The majority of the Board of Trustees shall be residents of the District of Columbia, and at least two parents of students attending Thurgood Marshall Academy Public Charter High School shall be elected to serve on the Board of Trustees.

(b) If a member of the Board of Trustees (i) who was originally a resident of the District of Columbia at the time of his or her appointment to the Board of Trustees relocates outside the District of Columbia, or (ii) if a member of the Board of Trustees is the parent of a student attending Thurgood Marshall Academy Public Charter High School and that student graduates, transfers, or is otherwise no longer a student at Thurgood Marshall Academy Public Charter High School, then in either such case such member is required to tender their resignation in the manner set forth in Section 2.07 of these Bylaws no later than ten (10) business days following the occurrence of the circumstances set forth above in (i) or (ii). If the member fails to timely tender their resignation in accordance with this Section 2.02(b) such member is subject to removal pursuant to Section 2.06 of these Bylaws at the discretion of the Board of Trustees.

Section 2.03. Vacancies and Newly Created Board Seats. Vacancies and newly created Board seats resulting from any increase in the authorized number of Trustees shall be filled by a majority of the Trustees then in office, though less than a quorum, or by a sole remaining

Trustee, and the Trustees so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. Under no circumstances shall a Trustee serve longer than the period permitted by law. If there are no Trustees in office, then an election of Trustees may be held in the manner provided by statute.

Section 2.04. Interested Parties. Not more than 49% of the persons serving on the Board may be interested persons. An "interested person" is: (1) any person currently being compensated by, or who is seeking compensation from, the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (2) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.

Section 2.05. Term of Office. The term of office of each Trustee ordinarily shall be two (2) years, beginning on July 1 of a given year. To provide for staggered expiration of Trustees' terms, the Trustees elected initially shall have one or two year terms fixed by resolution of the Board of Trustees. The period applicable to each Trustee shall be specified in the resolution electing the Trustees. Each Trustee shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified. A Trustee whose term of office is expiring may vote with the other Trustees in the election of his or her successor. A Trustee whose term is expiring shall be eligible to be reelected.

Section 2.06. Removal of Trustees. Any Trustee may be removed at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of all other members of the Board of Trustees.

Section 2.07. Resignation. Any Trustee may resign at any time by giving written notice to the President, the Secretary or the Board. Such notice shall take effect at the time specified

therein, and the acceptance of such resignation shall not be necessary to make it effective except if such notice is given pursuant to Section 2.02(b) of these Bylaws, in which case such resignation will be accepted or rejected by the Board no later than the next regular meeting of the Board. If any Trustee should tender his or her resignation to take effect at a future time, then the Board of Trustees shall have the power to elect a successor to take office at such time as the resignation shall become effective.

Section 2.08. Vacancies. Any vacancy occurring on the Board of Trustees may be filled by the affirmative vote of a majority of the remaining Trustees present at a meeting at which a quorum is present. A Trustee elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 2.09. Meetings of the Board of Trustees. The Board may hold meetings, including annual, regular and special meetings, either within or without the District of Columbia. The Board will hold a minimum of five (5) meetings per year. The Secretary shall keep regular minutes of all Board meetings.

Section 2.10. Annual Meeting. The annual meeting of the Board for the election of Trustees and for the transaction of such other business as may properly come before the meeting generally shall be held in May of each year (or on such other date as the Board may designate by resolution) at the time and place designated by the President. Notice of the annual meeting, stating the place, date and time of the meeting, shall conform to the requirements for notice and waiver of notice set forth in Article III of these Bylaws. The notice of the annual meeting need not specifically state the business to be transacted thereat. Attendance of a Trustee at such a meeting shall constitute a waiver of notice, except when the person attends a meeting for the express purpose of objecting, at

the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.11. Regular Meetings. Regular meetings of the Board or any committee thereof may be held without notice at such times and at such places as shall from time to time be determined by the Board or committee, as the case may be. Notice of the regular meeting, stating the place, date and time of the meeting, shall conform to the requirements for notice and waiver of notice set forth in Article III of these Bylaws. The notice of regular meetings, if any, need not specifically state the business to be transacted thereat. Waiver of notice shall be governed by Section 3.02, below.

Section 2.12. Special Meetings. Special meetings of the Board or any committee thereof may be called by the President, by the Secretary at the request of one or more Trustees, or by a majority of Trustees. Notice of such special meeting, stating the place, date and time, and the specific purpose of the special meeting, shall conform to the requirements for notice and waiver of notice set forth in Article III of these Bylaws. Waiver of notice shall be governed by Section 3.02, below.

Section 2.13. Quorum and Voting. A quorum of the Board shall be a majority of the Trustees then in office, but in no event shall a quorum consist of less than one-third of the number of Trustees fixed under Section 2.02 above. The affirmative vote of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board, except where the act of a greater number is required by these Bylaws, the Corporation's Articles of Incorporation or provisions of statute. If a meeting cannot be organized because a quorum has not attended, the Trustees present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Every Trustee has the right to participate in the

deliberations and to vote on all issues before the Board or any Board Committee, except as noted below:

No Trustees shall discuss and vote on any matter involving (a) a self-dealing transaction, (b) a conflict of interest (as defined in and governed by the Conflict of Interest Policy as then in effect, the current form of which is attached hereto as **Exhibit A** and incorporated herein by reference), or (c) indemnification of that Trustee.

Section 2.14. Majority. In the event that the Board or any committee thereof or its members present at any meeting consists of an even number of persons, a majority means one-half of the number of such persons plus one.

Section 2.15. Action Without Meetings; Telephone Meeting. Any action required or permitted to be taken at any meeting of the Board of Trustees or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Board or committee. Members of the Board of Trustees, or any committee designated by such Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.15 shall constitute presence in person at such meeting.

Section 2.16. Committees. The Board may, by resolution passed by a majority of the Trustees in office, designate one or more committees, each committee to consist of two (2) or more Trustees, which committees, to the extent provided in said resolution and allowed by law, shall have and exercise the authority of the Board in the management of the Corporation, subject to Board approval and oversight. Other committees not having and exercising the authority of the Board in the management of the Corporation may be designated and appointed by a resolution adopted by a

majority of the Trustees present at a meeting at which a quorum is present. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Trustee, of any responsibility imposed upon the Corporation or the Trustee by law.

Unless otherwise specified in a resolution of the Board, at all meetings of each committee a majority of the total number of members of the committee shall constitute a quorum for the transaction of business, each member of the committee shall have one vote, and the affirmative vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be an act of the committee. Each committee shall keep regular minutes of its meetings and report the same to the Board when requested to do so by the Board.

Section 2.17. Compensation of Trustees. The Trustees of the Corporation shall serve in their capacity as Trustees or committee members without compensation but may be reimbursed for reasonable expenses, if any, incurred in carrying out the purposes of the Corporation.

### **ARTICLE III**

#### **NOTICES**

Section 3.01. Notices. Whenever the Articles of Incorporation, Bylaws, Board resolutions or provisions of statute require that notice of a meeting be given, such notice shall state the place, date and time of the meeting, and may be served on each Trustee by mail addressed to the person to be notified at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, at least two (2) business days prior to such meeting. Such notice shall be deemed to have been given at the time when the same shall have been deposited in the United States mail. Notice may also be given by personal delivery, telephone, email, telefax, facsimile, overnight delivery service, telegram or other form of transmission, generally available to the public and

reasonably designed to timely convey such information, at least two (2) days prior to such meeting. Notice shall be deemed to have been given when sent.

Section 3.02. Waiver of Notice. Whenever any notice is required to be given under the Articles of Incorporation, the Bylaws, Board resolutions or provisions of statute, a waiver of notice in writing that is signed by the person(s) entitled to such notice before or after the time of the event for which notice is required shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Trustees or members of a committee of Trustees need be specified in any written waiver of notice unless so required by the Articles of Incorporation, these Bylaws, or law.

#### **ARTICLE IV**

#### **OFFICERS**

Section 4.01. Positions. The Board shall appoint the officers of the Corporation. The officers of the Corporation shall be a President (who shall also be the Chairman of the Board), a Vice-President (who shall also be the Vice-Chairman of the Board), a Secretary, a Treasurer and such other officers as the Board from time to time may appoint. In addition, as non-Trustee officers of Thurgood Marshall Academy there shall be an Executive Director and a Chief Operating Officer. These two positions shall be considered administrative officers, and are not members of the Board. Any two or more offices may be held simultaneously by the same person, except that no one shall at the same time occupy the offices of President and Treasurer. No officer shall execute, acknowledge or verify any instrument in more than one capacity.



Section 4.02. Term of Office. Except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws, each officer shall hold office until his successor is elected and qualified, unless a different term is specified in the vote choosing or appointing him, or until his earlier death, resignation or removal.

Section 4.03. Removal. Any officer may be removed, with or without cause, at any time by an affirmative vote of two-thirds (2/3) of the Board.

Section 4.04. President. The President is expected to attend all meetings of the Board and any committee meeting thereof as needed, ensure that all orders and resolutions of the Board are carried into effect, and in general perform all duties normally incident to the office of President and such other duties as may be prescribed by the Board from time to time. In furtherance, but not in limitation, of the duties and responsibilities hereinbefore described, the President, any Vice-President and such officer or officers as may be authorized by the Board may sign and execute any deeds, mortgages, bonds, contracts or other instruments that the Trustees have authorized to be executed or have delegated to an authorized person the discretion to execute on behalf of the Corporation, except in cases where the signing and execution thereof shall be expressly delegated by the Trustees or by these Bylaws to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed.

Section 4.05. Vice-President. In the absence of the President or in the event of the President's inability to act, the Vice-President shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall perform such other duties and have such other powers as the Board or, if authorized by the Board to do so, the President may from time to time prescribe.

Section 4.06. Secretary. The Secretary is expected to attend all meetings of the Board, shall record all the proceedings of the meetings of the Board in a book to be kept for that purpose, and shall perform like duties for the committees of the Board, when so requested. When unable to perform such duties, the Secretary may delegate the taking of minutes to another Board member. The Secretary shall ensure that all notices are duly provided in accordance with the provisions of these Bylaws, as required by law or as directed by the Board or the President. The Secretary shall ensure that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed and shall perform such other duties as may be prescribed by the Board or by the President, under whose supervision the Secretary shall function. The Secretary shall have custody of the corporate seal, and the Secretary shall have authority to affix the same to any instrument requiring it. When so affixed, it may be attested by the signature of the Secretary. The Board may give general authority or specific authority to any other officer to affix the corporate seal and to attest the affixing by such officer's signature. The Secretary may also attest all instruments signed on behalf of the Corporation by the President or the Vice-President. The Secretary shall in general perform all duties incident to the office of Secretary.

Section 4.07. Treasurer. The Treasurer shall be responsible for all corporate funds of the Corporation, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall be expected to deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer or his or her designee(s) shall disburse funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements. The Treasurer shall render to the Board, at its regular meetings or when the Board so requires, an account of all financial transactions of the Corporation and of the financial condition of the Corporation. The Treasurer shall perform all other

duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board.

Section 4.08. Executive Director. The Executive Director reports directly to the Board of Trustees and is responsible for all aspects of Thurgood Marshall Academy's operation including, but not limited to, its core academic program, supplemental after school programs, business operations, financial management, and development.

Section 4.09. Chief Operating Officer. The Chief Operating Office reports to the Executive Director and is responsible for general administration including, but not limited to, overseeing Thurgood Marshall Academy's finances, audits, facility, security, information technology infrastructure, and other business administration.

Section 4.10. Vacancies. A vacancy in any office of the Corporation because of death, resignation, removal, disqualification or other reason may be filled for the unexpired portion of the term of that office by the Board.

Section 4.11. Fidelity Bonds. The Corporation may secure the fidelity of any or all of its officers or agents by bond or otherwise.

## ARTICLE V

### INDEMNIFICATION AND RELATED MATTERS

Section 5.01. Authority to Indemnity. The Corporation shall indemnify, to the fullest extent allowed by the laws of the District of Columbia as those laws presently exist or hereafter may be amended, any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Trustee, officer, or employee of the Corporation, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with such action, suit or proceeding if (i) he or she acted in good faith, and (ii) reasonably believed his or her conduct (A) in the case of official

conduct to be in the best interests of the Corporation, or (B) in other cases, at least not opposed to the best interests of the Corporation and, (iii) with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful, and (iv) in the case of an employee benefit plan, reasonably believed such action to be in the interests of the plan participants. The Corporation shall have the option, but not the obligation, to indemnify agents of the Corporation pursuant to this Section 5.01.

Unless the Articles of Incorporation provide otherwise, an employee, Trustee or officer of the Corporation who entirely prevails in the defense of any proceeding to which he or she was a party because he or she was a Trustee, officer or employee of the Corporation shall be indemnified against reasonable expenses (including attorneys' fees) actually incurred by him or her in connection with the proceeding. This provision shall also be applicable to agents whom the Corporation has opted to indemnify as stated above. Unless ordered by a court of competent jurisdiction, the Corporation shall not indemnify a Trustee or officer (i) in a proceeding by or in the right of the Corporation except for expenses reasonably incurred because of a proceeding if it is determined that the Trustee or officer met the relevant standard of conduct; or (ii) in connection with a proceeding with respect to conduct for which such Trustee or officer was adjudged liable for having received a financial benefit to which such Trustee or officer was not entitled.

Expenses incurred by a Trustee, officer or employee of the Corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that he is or was a Trustee, officer or employee of the Corporation shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Trustee, officer or employee to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized by relevant sections of the District of Columbia

Nonprofit Corporation Act, as amended. 5.02. Determination of Indemnification. Any indemnification under Section 5.01 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, employee or agent is permissible because such Trustee, officer, employee or agent has met the applicable standard of conduct set forth in Section 5.01 of these Bylaws. Such determination shall be made by (a) the Board of Trustees by a majority vote of a quorum consisting of Trustees who at the time were disinterested parties, as governed by the Conflict of Interest Policy, to such proceeding, or, (b) if a quorum cannot be obtained, a majority vote of a committee duly designated by the Board of Trustees consisting solely of two (2) or more disinterested Trustees, or (c) a special counsel selected by the Board of Trustees by a majority vote of a quorum consisting of disinterested Trustees who are not a party to the proceeding.

5.03. Application of Article 5. The indemnification provided by, or granted pursuant to, Sections 5.01 and 5.02 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to under any bylaw, agreement, vote of disinterested Trustees or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The indemnification provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Trustee, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

5.04. Liability Insurance. The Corporation shall as soon as practicable maintain liability insurance with a limit of coverage not less than that specified in Section 29-406.90 of the District of Columbia Nonprofit Corporation Act, as amended from time to time. The Corporation

may purchase and maintain insurance on behalf of any Trustee or officer against any liability asserted against him or her or incurred by him or her because of service to the Corporation.

**ARTICLE VI**  
**GENERAL PROVISIONS**

Section 6.01. Calendar Year. The Corporation shall operate on a fiscal year beginning July 1 of each year and ending on June 30 of the following year.

Section 6.02. Contracts, Checks, Notes, Etc. All contracts and agreements authorized by the Board and all notes, drafts, checks, acceptances, orders for the payment of money and negotiable instruments obligating the Corporation for the payment of money shall be signed by at least one officer of the Corporation or by such other number of officers or employees as the Board may from time to time direct.

Section 6.03 . Deposits. All funds of the Corporation not otherwise employed shall be deposited promptly to the credit of the Corporation in such banks, trust companies or other depositories as the Board or, if authorized by the Board to do so, the President or Treasurer may direct. For the purpose of making such deposits, any checks, drafts and other orders for the payment of money that are payable to the Corporation may be endorsed, assigned and delivered by any officer of the Corporation as designated or authorized by the Board, or in such manner as may from time to time be determined by resolution of the Board.

Section 6.04. Compensation. The Board shall determine the compensation of counsel, officers, employees and agents of the Corporation, or shall delegate such authority to the Executive Director for compensation decisions, except for the compensation of the Executive Director. No compensation or reimbursement of expenses will be made that in any way would

adversely affect the Corporation's qualification under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any subsequent tax law).

Section 6.05. Loans. No loans shall be contracted for or on behalf of the Corporation and no evidence of indebtedness shall be issued in the name of the Corporation unless authorized by a resolution of the Board. Such authority may be general or may be confined to specific instances. No loans shall be made by the Corporation to its Trustees or officers.

Section 6.06. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its books of account and minutes books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible written form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 6.07. Amendments. The Articles of Incorporation and the Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of two-thirds (2/3) of the entire Board, provided that prior notice has been given to all members of the Board in accordance with the notice provisions set out in Article III herein.

## ARTICLE VII

### PROHIBITION AND LIMITATIONS

Section 7.01. Prohibition Against Sharing in Corporate Earnings.

(a) No part of the earnings of the Corporation shall inure to the benefit of or be distributable to its incorporators, Trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services

rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation.

(b) In accordance with DC Code 38-1802.13(a), all Trustees and officers of the Corporation shall be deemed to have expressly consented and agreed that, upon the dissolution or winding up of the affairs of the Corporation, charter revocation, non-renewal or relinquishing of the charter, the Board shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of the remaining assets of the Corporation exclusively for the purposes and in the manner set out in the Articles of Incorporation.

Section 7.02. Exempt Activities. In all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of the Corporation, whether voluntary or involuntary or by operation of law:

(a) The Corporation shall not have or exercise any power or authority either expressly or by interpretation or operation of law, nor shall it directly or indirectly engage in any activity, that would prevent it from qualifying (and continuing to qualify) as a corporation described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any subsequent tax law).

(b) No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation; nor shall it in any manner or to any extent participate in, or intervene in (including by publishing or distributing statements), any political campaign on behalf of or in opposition to any candidate for public office.

(c) Neither the whole, nor any part or portion, of the assets or net earnings of the Corporation shall be used, nor shall the Corporation ever be organized or operated, for objects or purposes other than those set out in the Articles of Incorporation.



Section 7.03. Nondiscrimination. The Corporation's policy is to comply faithfully with its legal obligations under federal and District of Columbia anti-discrimination law. The Corporation shall not discriminate as to its students, or in any aspect of employment (including hiring, salary, promotion, discipline, termination and benefits), on the basis of race, color, ethnicity, religion, national origin, gender, gender identification, age, marital status, sexual orientation, or disability.

Section 7.04 Conflict of Interest. Any Trustee, officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction, as set forth in the Conflict of Interest Policy.



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



**CERTIFICATE**

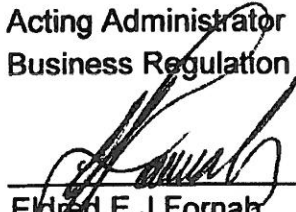
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this **CERTIFICATE OF INCORPORATION** is hereby issued to:

**THURGOOD MARSHALL ACADEMY**

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of the **24th day of May, 2000**.

Lloyd J. Jordan  
Director

Patricia E. Grays  
Acting Administrator  
Business Regulation Administration



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Eldred E J Fornah  
Act. Assistant Superintendent of Corporations  
Corporations Division

Anthony A. Williams  
Mayor

**ARTICLES OF INCORPORATION  
OF  
THURGOOD MARSHALL ACADEMY**

**FILE**  
MAY 24 2000

TO:  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION  
CORPORATIONS DIVISION  
941 NORTH CAPITAL STREET, N.E.  
WASHINGTON, D.C. 20002

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

**FIRST:** The name of the corporation is Thurgood Marshall Academy.

**SECOND:** The period of duration is perpetual.

**THIRD:** The purpose for which the corporation is organized is to establish and operate a public charter school to educate the District of Columbia's youth.

Notwithstanding any other provisions of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or by an organization contributions to which are to be deductible under Section 170 (c)(2) of such Code.

**FOURTH:** The corporation will have no members.

**FIFTH:** The corporation shall not be authorized to issue shares of stock.

**SIXTH:** The election of directors is provided in the bylaws.

**SEVENTH:** Conduct of the internal affairs of the corporation, including distribution of the assets on dissolution or final liquidation, is provided in the bylaws in accordance with the District of Columbia Nonprofit Corporation Act.

Upon the dissolution of the corporation or in the winding up of its affairs, the assets of the corporation shall be distributed exclusively for charitable or educational purposes or to organizations which are then exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code of 1986, and to which contributions are then deductible under Section 170 (c)(2) of such Code.

**EIGHTH:** The address, including street and number of the initial registered office of the corporation is and the name of the initial registered agent at such address is

Mr. Joshua Kern  
3133 Connecticut Avenue, N.W. #410A  
Washington, DC 20008

**NINTH:** The number of directors constituting the board of directors is 7, and the names and addresses, including street and number and zip code of the persons who are to serve as directors until the first annual meeting or until their successors are elected and shall qualify are:

Mr. Joshua Kern  
3133 Connecticut Avenue, N.W. #410A  
Washington, DC 20008

Mr. John J. Commisso  
26 Sunset Drive, Apartment 4  
Alexandria, Virginia 22301

Mr. Thomas E.M. Hutton  
6 Sunset Drive, Apartment. 2  
Alexandria, Virginia 22301

Ms. Megan E. Blamble  
1855 Calvert St., N.W., #102  
Washington, D.C. 20009

Ms. Lillemor McGoldrick  
2129 Florida Avenue, NW Apt. 303  
Washington, DC 20008

Ms. Jacquelyn Davis  
1745 Q. Street, N.W. Apt. A  
Washington, DC 20009

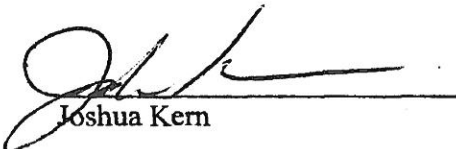
Ms. Joy Moses  
2400 16<sup>th</sup> Street, N.W. Apt. #625  
Washington, D.C. 20009

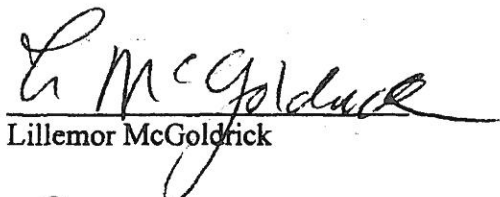
TENTH: The name and address, including street and number and zip code, of each incorporator is:

Mr. Joshua Kern  
3133 Connecticut Avenue, N.W. #410A  
Washington, DC 20008

Ms. Lillemor McGoldrick  
2129 Florida Avenue, NW Apt. 303  
Washington, DC 20008

Mr. Richard Roe  
600 New Jersey Avenue, NW  
Room 128  
Washington, DC 20001

  
Joshua Kern

  
Lillemor McGoldrick

  
Richard Roe

Incorporators

DATE 5/24/00

I, Teeko R. Scaven

, a Notary Public, hereby certify that on the day of May 24, 2000, Joshua Kern, Lillemor McGoldrick, and Richard Roe appeared before me and signed the foregoing document as incorporators, and have averred that the statements therein contained are true.



My Commission Expires  
April 14, 2001

## **ATTACHMENT C**

### **Procedures to Ensure Health and Safety of Students and Employees**

Thurgood Marshall Academy is committed to ensuring the health and safety of students, families, staff, and visitors of the school. As required by the School Reform Act, Thurgood Marshall Academy will fully comply with all applicable federal and District of Columbia health and safety regulations and any applicable requirements of the Occupational Safety and Health Administration. Each year, Thurgood Marshall Academy will submit an assurance to the District of Columbia Public Charter School Board (DC PCSB) that verifies the school's facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia.

Thurgood Marshall Academy will undertake all health and safety inspections required by law, submitting results to the appropriate authority and/or posting licenses as required by law, and taking any and all necessary steps to ensure appropriate ventilation and air quality, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulations.

The school will maintain a health suite that accommodates a nurse from the DC Department of Health. Thurgood Marshall Academy will provide required and appropriate health and safety training to its staff, such as periodic CPR and First Aid trainings for staff whose duties require such training. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations and provide information to parents on such requirements.

Thurgood Marshall Academy complies with the DC Code as it pertains to facility safety and other requirements, including compliance of facilities with the American with Disabilities Act and the DC Fire Prevention Code. Current buildings are accessible to children and adults with disabilities. Thurgood Marshall Academy facilities undergo regular inspections conducted both internally and by relevant DC government agencies. The school maintains an up-to-date emergency response plan and regularly holds emergency evacuation drills. The certificate of occupancy and insurance policy are both up to date and on file with DC PCSB.





**Middle States Association of Colleges and Schools  
Commissions on Elementary and Secondary Schools**

**CERTIFICATE OF ACCREDITATION**

*This is to affirm that*

**Thurgood Marshall Academy Public Charter High School  
Grades 9-12**

*has demonstrated that it is effectively advancing the quality of educational experiences  
it offers its students and meets its responsibilities to the public and the profession of education,  
and complies with standards for accreditation that are established by the*

*Middle States Association of Colleges and Schools*

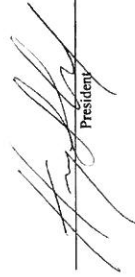
*and is therefore*

*granted accreditation for the period*

**December 1, 2015 to December 1, 2022**

*subject to the terms of accreditation maintenance set by the  
Commissions on Elementary and Secondary Schools.*



  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chair



This excerpt from the Thurgood Marshall Academy Personnel Policy Manual specifies the relationship between the school and employees regarding "at will" vs. contract employees. In this acknowledgment page signed annually by all employees, Thurgood Marshall Academy's employees confirm their receipt of the employee manual and acknowledge that in the absence of an employment contract signed by the Executive Director their status is "at will."

## ACKNOWLEDGEMENTS

### Receipt of and Responsibility for Personnel Policy Manual

*I acknowledge receipt of the Thurgood Marshall Academy's Personnel Policy Manual (also referred to as an "Employee Handbook"). In this instance "receipt" shall have the same meaning as having been provided with electronic access via Thurgood Marshall Academy's Web site ([www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org)) and/or other electronic access. I further acknowledge that I am responsible for knowing and abiding by the policies and all other contents of the Personnel Policy Manual, including updates announced via the School's electronic mail system or other means. I also understand that this Personnel Policy Manual is Thurgood Marshall Academy's property and—except when mandated by authorizers, legal authorities, lenders, insurance carriers, or the like—is not to be shared with non-employees without the express written consent of the Executive Director. Employees may, however, save electronic or print hardcopies of this manual for their own use.*

*I further understand that the Personnel Policy Manual **DOES NOT CONSTITUTE A CONTRACT** with Thurgood Marshall Academy and that the provisions of this manual may be modified, added to, or eliminated at any time and for any reason at the sole discretion of Thurgood Marshall Academy. The same applies to any other Thurgood Marshall Academy policy, whether verbal or written. Unless I have an individual written employment agreement, signed by me and the Chair of the Board of Trustees or Executive Director (a.k.a. President) of Thurgood Marshall Academy, I understand that my employment is "at-will" and either Thurgood Marshall Academy or I may terminate the employment relationship with or without cause at any time and for any reason. I also understand that no Thurgood Marshall Academy employee except the Executive Director has authority to modify my "at-will" status. I cannot and will not rely on any verbal statement concerning my present or future employment status or the duration of my employment unless such statement is stated explicitly in writing and signed by me and by the Executive Director of Thurgood Marshall Academy.*

### Responsibility for Mandatory Reporting of Child Abuse, Neglect, or Sexual Violation Concerns

*I have received, **read**, and agree to comply with Thurgood Marshall Academy's protocol, policies, and procedures for mandatory reporting of and responding to concerns regarding child abuse, neglect, or sexual violation.*

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Revised August 2015



## ATTACHMENT F

### Pre-Opening Requirements\*

\*This checklist is to be used by PCSB if the school opens an additional campus in the future.

#### Governance and Management

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

#### Staffing

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

Curriculum and Instruction

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>
Needed instructional materials and supplies have been procured to classrooms at every grade level.	<ul style="list-style-type: none"> <li>• Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening</li> </ul>
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none"> <li>• School calendar—including 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days*</li> <li>• Class Schedules</li> <li>• Copy of parent/student/family handbook / resource in which calendar was printed, along with confirmation of receipt (however school tracks that information was given to parent).</li> </ul>
Provisions have been made for assessing and serving students with special needs.	<ul style="list-style-type: none"> <li>• Evidence that needed staff is on board to provide special needs services, or evidence that services have been contracted.</li> <li>• Documentation that contracts for services equal to or exceeding \$25,000 have been reviewed by PCSB.</li> </ul>

Students and Parents

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions)	<ul style="list-style-type: none"> <li>• Copy of parent/student/family handbook / resource in which the discipline policy is printed *</li> </ul>
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> <li>• Student rosters/records are on file and accessible to teachers for planning</li> </ul>
Intake process includes measures to identify students with special needs.	<ul style="list-style-type: none"> <li>• Description of process for identifying students with special needs (e.g., copy of information in enrollment packet)</li> </ul>

Valid proof of DC residency is on file for each student	<ul style="list-style-type: none"> <li>All residency forms from OSSE have been completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted.</li> </ul>
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> <li>Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA)</li> <li>Evidence that the records of students with disabilities are kept in a secure location</li> <li>Evidence that parents or adult students have been provided with notice of their rights under FERPA</li> </ul>
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> <li>Description of complaint resolution process in employee, parent, and student handbooks.</li> </ul>

### Operations

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <ul style="list-style-type: none"> <li>-system to accurately collect and submit daily attendance</li> <li>-system to accurately collect excused absence documentation</li> <li>-system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable</li> <li>-system to accurately submit discipline incidents</li> <li>-system to accurately submit Compliance documents to PCSB</li> </ul>	<ul style="list-style-type: none"> <li>Student Information System is in place</li> <li>Staff member(s) have been trained on ProActive, the school's Student Information System, and Epicenter</li> </ul>

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>
Arrangements have been made for food service.	<ul style="list-style-type: none"> <li>• Food service contract</li> <li>• Documentation that contract equal to or exceeding \$25,000 has been reviewed by PCSB.</li> <li>• Record of Basic Business License (BBL)</li> </ul>
Provisions have been made for health services and immunization, if appropriate.	<ul style="list-style-type: none"> <li>• Evidence that health services and immunizations services are available (school nurse, contract with local health facility, etc.)</li> <li>• Evidence of access to the immunization registry and a mechanism for entering immunization data.</li> </ul>
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> <li>• Written plans for life safety procedures included in faculty and student handbooks</li> <li>• Fire drill schedule (one drill within the first ten days; and conducted monthly for the remainder of the school year)</li> </ul>
A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB	<ul style="list-style-type: none"> <li>• Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB</li> </ul>

Facilities, Furnishings and Equipment

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.	<ul style="list-style-type: none"> <li>• Space meets the needs of the program and number of students to be served</li> </ul>
Systems are in place for student drop-off and pick-up	<ul style="list-style-type: none"> <li>• Clear plans on file for student drop-off and pick-up before school, during school hours, and after school</li> </ul>
Classroom furniture is available for instruction (or will be)	<ul style="list-style-type: none"> <li>• School admin confirms that classroom furnishings are appropriate for the school's educational model</li> </ul>



<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> <li>• School admin confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school</li> </ul>
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> <li>• Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building</li> </ul>
If needed (e.g., for a school occupying temporary space), parent permission slips are on file.	<ul style="list-style-type: none"> <li>• Parent permission slips</li> </ul>
Certificates of insurance are on file at the school and PCSB,	<ul style="list-style-type: none"> <li>• Certificates of insurance on file at school with coverage in accordance with their charter *:</li> <li>•</li> </ul>



## **Attachment G**

### **Random Selection Process**

#### **1. Policy Statement:**

Enrollment at Thurgood Marshall Academy is open to all students who are residents of the District of Columbia and non-resident students who fulfill tuition requirements established by the Office of the State Superintendent of Education to the extent of available space. Currently, the school participates in the My School DC common lottery.

#### **2. Background:**

Thurgood Marshall Academy is located at 2427 Martin Luther King Ave, SE. The school opened its doors as a public charter school in August 2001. The charter for the school was awarded to a non-profit corporation governed by the Board of Trustees of Thurgood Marshall Public Charter High School. This Board has fiduciary responsibility for the school and is held accountable for its progress.

#### **3. Overview:**

This policy governs the protocol for student admissions at Thurgood Marshall Academy.

#### **4. Policy Guidelines:**

Our policy guidelines are set forth to make the admissions process as easy as possible. These guidelines should be followed in order to mitigate any administrative liability.

#### **Open Enrollment**

Each year, the Board of Trustees sets the maximum enrollment capacity by grade level based on space, class sizes, and budgetary concerns. The school does not limit enrollment on the basis of a student's race, color, religion, national origin, sexual orientation, gender identification, language spoken, intellectual or athletic ability, measures of achievement or aptitude, or status as a student with special needs. An enrollment preference for siblings and children of staff may be granted. Thurgood Marshall Academy does not admit new 12<sup>th</sup> grade students. However, it may, after transcript review allow for a student previously enrolled at the school to return to the school for grade 12. This process will be noted in the school handbook and, if available, on the My Schools DC website.

### **Application Forms**

Beginning December 15 of each year, application forms for the upcoming school year are made available using the MySchoolDC online portal ([www.myschooldc.org](http://www.myschooldc.org)). The MySchool DC timeline is below.

After the last MySchoolDC round is completed, parents may obtain and submit an application online at [www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org). Parents may also obtain an application and submit it to the school by hand or fax at 202-569-6946. Applications submitted online will be retrieved by the Quality Assurance Manager and parents will be notified via mail or e-mail that the application has been received. MySchool DC will compile the waitlist based on number of applications submitted through the MySchool DC website.

### **Sample Enrollment Deadlines**

Below is the timeline for enrollment and acceptance into Thurgood Marshall Academy in conjunction with MySchoolDC Lottery:

<b>Date</b>	<b>Action</b>
December 15 <sup>th</sup>	Application Launches
January 31 <sup>st</sup>	Intent to return forms due
February 2 <sup>nd</sup>	Application deadline for grades 9-12
March 27 <sup>th</sup>	Lottery results available
April 30 <sup>th</sup>	New and returning students must be registered by this date
May 1	Enrollment deadline

Applications will be accepted until the established numbers of enrolled students have been met. Should the number of applications received by the deadline exceed the number of available openings, a lottery must be held for admission (conducted by MySchoolDC). Applications not accepted during the lottery process or in excess of the maximum enrollment available for any grade level will be placed on a waitlist, managed by MySchoolDC. Applications received after enrollment is closed for any grade level will also be placed on a waitlist in the order that they were received by the Quality Assurance Manager.

**5. Acceptance:**

Acceptance of applications for enrollment is based on the fulfillment of enrollment by grade level. After a student is enrolled, Parents must provide the following documentation when completing registration:

- a) **Verification of Residency in the District of Columbia**
- b) **Immunization Records**

Current students who have turned in a completed Intent to Return form before the applicable deadline will need to deliver the documentation described above during registration. Current students who have not completed registration by June 1 may lose their space and are not guaranteed admission based on enrollment after that date. Any parent or guardian who does not intend to re-enroll his or her child at Thurgood Marshall Academy is asked to properly withdraw him or her from the School before June 30 to alleviate administrative burden on the School.

**6. Additional Documents Requested:**

In order to best support students, administration requests the following documents prior to the school year starting: final report card from previous school(s), standardized test scores, and Individual Education Plans (IEP), if applicable (used for course placement, not as a criteria for acceptance).



## ATTACHMENT H

### Insurance Requirements

Thurgood Marshall Academy will work with an insurance broker to maintain the necessary insurance as determined by the Board of Trustees. Thurgood Marshall Academy will carry insurance for the following areas in the minimum stated amounts:

Type	Estimated Amount
General Liability	\$1 million/occurrence \$3 million aggregate
Umbrella Coverage	\$3 million
Directors and Officers Liability	\$1 million
Educators' Legal Liability	\$1 million/\$3 million under general liability package
Property Insurance	\$12,750,000 (building limit)
Boiler and Machinery Insurance	Up to property insurance (building) limit
Auto Liability	\$1 million
Workers' Compensation	\$1 million limit \$1 million each employee \$1 million each accident
Computer/technology insurance	\$500,000 EDP hardware (in addition to \$600,000 business personal property insurance)

Thurgood Marshall Academy will carry such other types and levels of insurance as the Board of Trustees, advised by staff, deems advisable at any given time, including but not limited to Business Interruption insurance and Volunteer & Student Accident insurance.





**ATTACHMENT I**

**Key Personnel at the Time of Charter Renewal**

**Executive Director**  
**Chief of Operating Officer**  
**Head of School**  
**Board Chair**





# GRADUATION REQUIREMENTS

Public Charter High School

## CLASS OF 2010 AND BEYOND GRADUATION REQUIREMENTS

Number of Carnegie Units	
English	4.0
	3.0
Mathematics	4.0
	4.0
Health and Physical Education	1.5
	4.0
	US History,
Art	0.5
	0.5
Electives	4.5
(of which, 1.0 credit of Law; 1.0 credit of Portfolio, 0.5 Technology are required)	
	100 Hours
Total	26.0

\*Please note that this is subject to change based on curricular needs, which are reviewed on an annual basis.

\*\*Beginning in school year 2014-15, in accordance with our policies, Thurgood Marshall Academy may award course credit through a Credit by Exam (CE) option to students who demonstrate required proficiency levels in a graduation mandated course in foreign languages and mathematics to students prior to a student taking the course.



**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**

<b>Charter Action Requiring a Vote</b>	<b>Non-Voting Board Items</b>
<input type="checkbox"/> Charter Application Approval (15 yrs)	<input type="checkbox"/> Operate in a New Location
<input type="checkbox"/> Charter Application Denial	<input type="checkbox"/> Approve Change to Charter
<input type="checkbox"/> Charter Renewal (15 yrs)	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Charter Non-renewal	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> Charter Review—Recommend Continuance (5 yrs)	
<input type="checkbox"/> Charter Review— Recommend Revocation	
<input checked="" type="checkbox"/> Charter Amendment Request—Approval or Denial	
<input type="checkbox"/> Enrollment Ceiling Increase Request—Approval or Denial	
<input type="checkbox"/> Charter Warning	
<input type="checkbox"/> Lift Charter Warning	
<input type="checkbox"/> Commence Charter Revocation Proceedings	
<input type="checkbox"/> Revoke Charter	
<input type="checkbox"/> Board Action, Other _____	
<b>Policies</b>	
<input type="checkbox"/> Open for Public Comment	
<input type="checkbox"/> New Policy	
<input type="checkbox"/> Amend Policy	

**PREPARED BY:** Sarah Medway, Charter Agreement Specialist  
Katrina Homel, Legal Fellow

**SUBJECT:** Charter Agreement Amendment Request to Replicate—  
Thurgood Marshall Academy Public Charter School

**DATE:** June 16, 2014

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**Recommendation**

The DC Public Charter School Board (“PCSB”) staff recommends that the PCSB Board vote to conditionally approve TMA PCS’ charter agreement amendment request to increase its enrollment ceiling and to replicate its high school program, and open a second campus, which would begin operation in the 2015-16 school year. A hearing on this amendment occurred at PCSB’s May 2014 meeting.

Staff recommends that this amendment should be fully approved after the school fulfills the following conditions: (1) updates its goals and academic achievement expectations according to PCSB guidelines; and (2) locates a facility in which to operate.

**Overview of Amendment Petition**

On March 3, 2014, Thurgood Marshall Academy Public Charter School (“TMA PCS”) submitted a request to amend its charter to allow it to open a second high school campus beginning in school year (SY) 2015-16, and to increase its enrollment ceiling from 420

all PCSB  
charter to  
2015-16, and

students Local Education Agency (“LEA”)-wide to 950 students LEA-wide, to reflect the student population at the new campus. The school plans to start with a ninth grade class in SY2015-16 and to add one additional grade per year until the campus serves 450 students in grades 9–12 by SY2018–19.

TMA PCS provided the following proposed enrollment matrix, which includes students at both proposed campuses. The school anticipates approximately 15-20 students at each campus either being held back, or leaving the school each year (thus, the decreasing annual enrollment in each cohort).

Grade	Academic Year 2014-15	Academic Year 2015-16	Academic Year 2016-17	Academic Year 2017-18	Academic Year 2018-19
Grade 9	125	275	275	275	275
Grade 10	102	110	240	250	250
Grade 11	90	90	90	210	225
Grade 12	83	85	85	85	200
LEA Total	400	560	745	895	950

### **School Background**

TMA PCS opened in 2001 with 80 ninth-graders; in SY2013–14, TMA PCS’ charter allows it to serve up to 420 students in grades 9–12. Its mission is to prepare students to succeed in college and to actively engage in our democratic society, and it is the only law-related charter school in the District of Columbia.

TMA PCS is one of the highest performing high schools in the District, and has received a Tier 1 rating every year since PCSB’s Performance Management Framework (“PMF”) was introduced in 2010. On the 2013 PMF, the school earned the second highest score of any charter high school, and was one of only four charter high schools citywide to receive a Tier 1 rating.

### **Thurgood Marshall Academy PMF Performance**

Year	2010-2011	2011-2012	2012-2013
Score	80.2%	79.9%	77.4%
Tier	Tier 1	Tier 1	Tier 1

According to TMA PCS’s application for replication, of the school’s alumni who graduated between 2008 and 2012, 85% are still enrolled in college or have graduated from college. Additionally, the school reports that its five-year college graduation rate is 65%. (In 2012, OSSE estimated that 23% of DC high school graduates earned a college degree within six years).

The school has a strong reenrollment rate and a growing waitlist. It should be noted that although the school’s enrollment ceiling is 420, it cannot currently enroll more than 400 students due to space constraints.



### Thurgood Marshall Academy Enrollment History

School Year	Enrollment	Enrollment Ceiling	Reenrollment Rate	Waitlist <sup>1</sup>
2009-2010	389	420	78% <sup>2</sup>	217
2010-2011	388	420	78.4%	283
2011-2012	390	420	85.9%	311
2012-2013	397	420	80.7%	418
2013-2014	400	420	---	412

#### **Standard to Replicate**

For the school to replicate, it requires a ceiling enrollment increase. According to PCSB's Enrollment Ceiling Increase Policy, passed on July 16, 2012, a school must meet the following criteria to be considered for an enrollment ceiling increase request:

- (1) Access to a facility to accommodate the project enrollment (as demonstrated through a lease);
- (2) A history of meeting enrollment projections (within at least 80% of enrollment projections for the two most recent years);
- (3) Currently not under corrective action;
- (4) At least a satisfactory rating on 3 of the 5 Fiscal Management criteria outlined in the Charter Review Framework; and
- (5) Be properly accredited or at least a candidate for accreditation if the school is beyond year six in operation.

#### **Analysis of Whether TMA PCS Met the Standard**

TMA has fulfilled all necessary criteria required for it to replicate, except that it has not yet secured a facility for its second campus.

#### Facility

TMA PCS has not yet secured a facility for the proposed high school campus, although the school is currently exploring possible sites. The school intends for the second campus to be located in Ward 5 or Ward 6.

#### Enrollment Projection History

TMA PCS' enrollment has consistently approached its enrollment ceiling of 420 students. The school enrolled 400 students in SY2013-14, 397 students in SY2012-13, and 390 students in SY2011-12, well above the 80% threshold required.

#### Corrective Action

PCSB has not issued any corrective actions to TMA PCS in the last five years.

<sup>1</sup> Self-reported by school.

<sup>2</sup> Self-reported by school.

### Fiscal Management Criteria

PCSB no longer uses the Fiscal Management criteria that were included in the Charter Review Framework, and is in the process of updating the Enrollment Ceiling Increase Policy accordingly. However, according to the school's FY12-13 CHARM report, its financials are strong. In the CHARM report, it is noted that TMA PCS is compliant with GAAP standards, is economically viable, and has not engaged in a pattern of fiscal mismanagement.

### Accreditation

TMA PCS is accredited by the Middle States Commission on Secondary Schools through May 1, 2015.

### Factors Favoring an Enrollment Ceiling Increase

PCSB staff will generally recommend that the Board vote in favor of an enrollment increase if the school has:

- (1) A score of 65 or greater on the most recent PMF;
- (2) A reenrollment rate of at least 80%; and
- (3) A wait list of at least the number of students planned in the enrollment increase.

### Analysis of TMA's Fulfillment of these Additional Factors

PCSB finds that TMA PCS fully met two of the three additional factors (PMF score and reenrollment rate), and substantially met the third factor (sufficient waitlist).

### PMF Performance

TMA PCS' performance on the PMF has been strong for the past three years, with scores consistently above 75%. TMA PCS achieved a score of 77.4% on the 2013 PMF, well above the threshold required for the staff to recommend approval, and scored a 79.9% on the 2012 PMF, and a 80.2% on the 2011 PMF.

### Reenrollment Rate

TMA PCS has met the 80% reenrollment threshold in two of the past three years. In SY2012-13, its reenrollment rate was 80.7%. In SY2011-12, its reenrollment rate was 85.9%. In SY2010-11, its reenrollment rate was 78.4%.

### Wait List

TMA PCS' current waitlist numbers indicate a strong interest in the school that would sustain expansion to the new campus and an increase in enrollment. Between school years 2009-10 and 2013-14, the school's waitlist numbers nearly doubled, increasing from 217 students to 412 students. TMA PCS' wait list numbers are now approaching the school's proposed enrollment increase.

### Conclusion

PCSB staff finds that TMA PCS meets the criteria for the staff to recommend that the Board vote to approve a campus replication and enrollment ceiling increase for TMA PCS,

subject to the conditions listed below. Beyond this criteria, TMA PCS' strong academic performance makes it a promising candidate for replication. The school exceeds the state average on the DC-CAS by 46 percentage points in math and 18 percentage points in reading.

Taking all of these factors into account, staff recommends conditional approval of the replication and enrollment ceiling request, and full approval once the school has (1) updated its goals and academic achievement expectations to adhere with PCSB guidelines; and (2) located a facility in which to operate.

**Attachments to this Proposal**

Attachment A: Charter amendment petition

Attachment B: Proposed Enrollment Matrix

Date: <u>6/16</u>
PCSB Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Changes to the Original Proposal/Request: _____
_____
_____

## APPENDIX A

**SUBMITTED BY:** Alexandra Pardo, Executive Director of Thurgood Marshall Academy Public Charter High School

**SUBJECT:** Request to Replicate

**DATE:** March 3, 2014

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### REQUEST

Thurgood Marshall Academy Public Charter High School submits to the District of Columbia Public Charter School Board this request to replicate our academic program and open a second high school campus serving grades 9–12 for the 2015–16 school year. Thurgood Marshall Academy is a law-themed public charter high school in Ward 8, founded on US Supreme Court Justice Thurgood Marshall’s belief that all children have the right to a first-class education. Our mission is to prepare students to succeed in college and to actively engage in our democratic society. We opened in 2001 with 80 ninth-graders and added a grade each year; in 2013–14, Thurgood Marshall Academy serves 400 students in grades 9–12.

To prepare our students for the rigors of college, Thurgood Marshall Academy functions as both a school and a youth development organization by integrating a rigorous college-preparatory curriculum with in-school and after school support programming. We offer a college-preparatory curriculum rich in electives and advanced courses, but since the majority of our students enter the 9<sup>th</sup> grade with 5<sup>th</sup> or 6<sup>th</sup> grade reading and math skills, we must couple college-preparatory coursework with intense remediation. Our instructional planning is guided by a Common Core Standards and an internally designed benchmark assessment program aligned with the DC Comprehensive Assessment System (DC CAS). These benchmarks make it possible for teachers to use a battery of data to differentiate instruction, measure mastery of standards, and modify teaching plans as necessary. The school’s dynamic school day is augmented by after school enrichment activities that serve as an extension of the classroom, offering a unique learning arena in which students can advance their academic, social, and cultural skills. Our youth development supports include academic tutoring, personalized mentoring, enrichment activities, a Summer Prep program for rising 9th graders, and one-on-one college guidance. Over 90% of the student body participates in after school activities annually.

As the first and only law-related charter school in Washington, DC, our programs help students develop their own voice by teaching them the skills lawyers have—the ability to solve complex problems, think critically, and advocate persuasively for themselves and their communities. Each year, 100% of students participate in at least one law-related activity. At the foundation of our legal programming are the five Legal Skills (Research, Argumentation, Critical Thinking, Advocacy, and Negotiation), concepts that help to connect class curriculum and external programs to the school’s mission. Annual legal

offerings range from monthly Law Days for freshman to Law Firm Tutoring for juniors to an Intro to Law elective offered to upperclassmen to an after-school Debate Team with one of the best records in the District.

Throughout all of our academic and enrichment activities, we seek to engage parents and families with frequent communication and opportunities to be involved and to support their child’s progress through a college-preparatory school.

After refining our academic program over the past thirteen years, we are primed to increase our impact on the District’s students. We respectfully request permission to expand beyond our original charter agreement approved by the PCSB in April 2001 and scheduled to expire in 2016–2017. We seek to open an additional campus for the 2015–2016 school year; our second campus roll out would mirror our initial development by starting with ninth grade and adding one additional grade per year until the campus serves 450 students in grades 9–12 by 2018–2019. It should be noted that if the school has the opportunity to take over an existing school program, Thurgood Marshall Academy would seek to retain the current students in the new high school, to the extent allowable by the School Reform Act and the Public Charter School Board (PCSB), to minimize disruption for the students. Thurgood Marshall Academy recognizes that such arrangements would have to be approved by the PCSB and would work collaboratively with the PCSB in such an instance.

**OVERVIEW OF SCHOOL PERFORMANCE**

***Performance Management Framework***

Thurgood Marshall Academy has proven to be a leader in a small cohort of high quality non-selective public charter high schools that has the capacity to provide an effective, college preparatory education for students in the District of Columbia. We have received a Tier I rating every year since the PCSB introduced the Performance Management Framework (PMF) in 2010 (Table 1). On the 2013 PMF, we earned the second highest score of any high school (77.4), and we were one of only four high schools citywide to receive at Tier I rating.

**Table 1: Thurgood Marshall Academy PMF Performance**

Year	2010-2011	2011-2012	2012-2013
Score	80.2	79.9	77.4
Tier	Tier I	Tier I	Tier I

***DC CAS Performance***

For the fourth year in a row, Thurgood Marshall Academy has been amongst the highest-performing non-selective public high schools in city. In 2012–13, the school was the highest performing public charter high school in the city, and the highest-performing high school in Ward 8 based on its Accountability score of 81.6—a composite of the school’s math, reading, and composition proficiency rates on the DC CAS. Our students’ performance exemplifies the school’s ability to provide effective academic instruction regardless of students’ math or reading level upon entering high school.

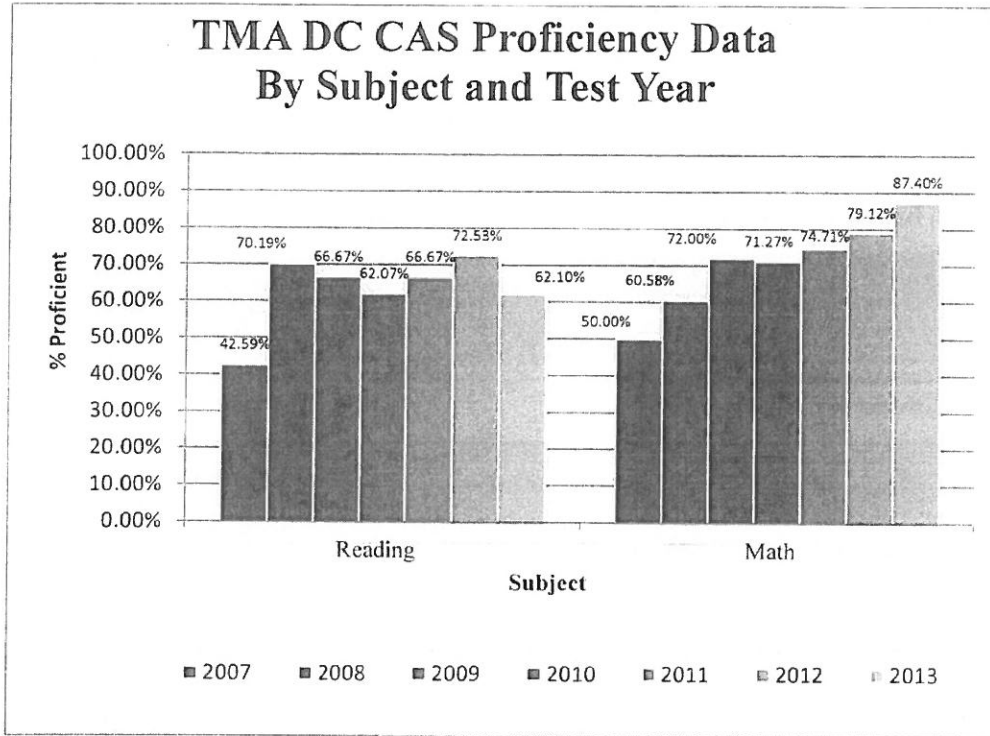
Many of our students arrive from some of the lowest achieving middle schools in the city. The average proficiency of the top five middle schools represented in the freshman class in the fall of 2013 was approximately 30% in math and reading. Computer adapted grade level equivalency testing administered to all incoming freshman reveals that, on average, only 15–20% of students enter Thurgood Marshall Academy with skills on grade level in math, and only 30–35% enter with skills on grade level in reading.

In contrast, of the 103 Thurgood Marshall Academy 10th grade students who completed the DC CAS in 2013, 87.4% scored proficient on the math portion of the exam, 62.1% scored proficient in reading, and 80.0% scored proficient in composition (Graph 1). Based on student scores from the math, reading, and composition sections of the exam, the school earned “Reward Status” from the Office of the State Superintendent of Education, a designation for schools with an Accountability score of 80.0 or above. We were one of only two charter high schools to earn this accolade in 2013.

#### ***Thurgood Marshall Academy Academic Performance as Compared to District Peers***

The significance of our students’ academic progress is best understood through two citywide comparisons: 1) our DC CAS scores versus citywide performance on the test and 2) our Median Growth Percentile (MGP) as compared to other charter schools. On the 2013 DC CAS, the citywide average math proficiency rate was 41.3%; Thurgood Marshall Academy’s student proficiency rates exceeded this figure by over 46 percentage points. Similarly, Thurgood Marshall Academy students exceeded the average citywide reading proficiency rate of 43.9% by over 18 percentage points. On the second measure, we earned the highest MGP in the city in both categories—74.1 in reading and 85.1 in math indicating that students improve their reading and math skills at a higher rate at Thurgood Marshall Academy than at any other school in the District.

**Graph 1: TMA DC CAS Proficiency, 2007-2013**



Our high MGP rate demonstrates not only that Thurgood Marshall Academy students achieve at the highest levels on state standardized tests, but also that students at the school demonstrate higher academic growth than at other schools. The school's MGP has been the highest in the District of Columbia since the introduction of the metric by the OSSE in 2010. Through their performance on the DC CAS, tenth grade students who score proficient or advanced on the math, reading, and composition components demonstrate that they have gained the foundation skills needed to pursue a variety of Honors and Advanced Placement classes in 11th and 12th grade years.

Upperclassmen have the opportunity to enroll in eleven honors classes and six AP classes, including the newly added AP Calculus and AP Computer Science. For the past two years, over half the senior class completed at least one AP class during their careers at Thurgood Marshall Academy. Historically, their participation rates and scores have surpassed the national average for African-American students.

***SAT Performance***

We also strive to achieve our mission to prepare students for success in college by ensuring that students achieve a combined score of at least 800 on the critical reading and math portion of the SAT, which shows institutes of higher education that they are academically

...mission to pro  
...combined score of 2  
...ach shows institutes



prepared for English and math classes at the college or university of their choice. The ability to by-pass remedial courses means that students are able to pursue college-level courses from the outset of their college careers, resulting in greater access to advanced courses. In 2013, our students achieved an average critical reading score of 416 and an average math score of 416 on the SAT. These scores surpassed the average SAT scores for all public school students and African-American students in the District (see Table 2). Over half of the senior class (55%) scored above 800 in the combined math and verbal section of the SAT.

**Table 2: Thurgood Marshall Academy SAT Performance, 2013**

	SAT Verbal	SAT Math	SAT Writing
<b>TMA</b>	417	416	405
<b>Public school average for the District of Columbia</b>	407	400	393
<b>African-American student average for the District of Columbia</b>	408	405	385

### *College Success*

By establishing a rigorous environment of high expectations, we successfully created a college-going culture among students raised in communities with some of the lowest college-graduation rates in the country. Our graduates continue to prove that we are fulfilling our mission as a college preparatory institution: for the ninth year in a row, 100% of our graduating class received acceptance to college and received some form of financial assistance to defray the cost of higher education. Among our alumni we count 6 Posse Scholars, 1 Millennium Gates Scholarship, and 4 Stephen J. Trachtenberg Scholarships to The George Washington University.

Our commitment to our students extends beyond college acceptance to supporting our graduates throughout their matriculation to school and attainment of their college degree. With the support of the College Counseling department and the Alumni Coordinator, on average, over 90% of graduates since the class of 2008 enroll in college within the first year of graduating from Thurgood Marshall Academy. Student perseverance rates—the percentage of students who finished their first year of college and re-enroll for the second year—are also impressive at 94% as compared to 65.8%<sup>3</sup> for the nation. Further, as of January 2013, 85% of Thurgood Marshall Academy graduates between 2008 and 2012 are still enrolled in college or have graduated from college. The school’s five-year college graduation rate, at 65% indicates our alumni are reversing the educational trend in the Ward 8 community - earning college degrees at five times the rate of other students in their community.<sup>4</sup>

<sup>3</sup> [http://www.act.org/research/policymakers/pdf/retain\\_2013.pdf](http://www.act.org/research/policymakers/pdf/retain_2013.pdf)

<sup>4</sup> College degree completion for the class of 2008 = X; 2009 = X; 2010 = (projected)

To fully comprehend the impact of Thurgood Marshall Academy's college outcomes, it is imperative to consider national statistics for African American and low-income students. Nationally, in 2013, 68.2% of high school graduates enrolled in college within one year of graduating as compared to 67.1% of African-American students and 53.5% of low-income students. Thurgood Marshall Academy rates exceed each of those figures at 89%. Further, in 2013, 54.3% of students earned college degrees within five years as compared to 34.7% for African-American students and 9% for low-income students. Again, Thurgood Marshall Academy rates exceed each of those figures at 65%. Therefore, at each step in the path to college Thurgood Marshall Academy graduates are surpassing their local and national counterparts.

**Table 3: College Outcomes**

	National	African-American	Low-Income	TMA	DC
% of students enrolling in college within 1 year	68.2 <sup>5</sup>	67.1 <sup>6</sup>	53.5% <sup>7</sup>	89%	58% <sup>8</sup>
% of college students enrolling from freshman year to sophomore year. "Persistence rate."	61.3% <sup>9</sup>	-	81.0% <sup>10</sup>	94%	78.7% <sup>11</sup>
% of college enrollees graduating within 5 years	54.3%	34.7%	9% <sup>12</sup>	65%	38% <sup>13</sup>

**PCSB NOTICES**

Thurgood Marshall Academy has not received any notices of concerns, charter warnings, or corrective actions from the Public Charter School Board in the past five years.

**ENROLLMENT HISTORY**

All students accepted to Thurgood Marshall Academy through the public charter school lottery are eligible to enroll, regardless of grade-level ability. Our student body largely represents the Ward 8 neighborhood in which we are located and where 85% of our student body resides. Nearly 80% of our students qualify for free and reduced lunch, 11% qualify

<sup>5</sup> [https://nces.ed.gov/programs/digest/d12/tables/dt12\\_235.asp](https://nces.ed.gov/programs/digest/d12/tables/dt12_235.asp)

<sup>6</sup> [https://nces.ed.gov/programs/digest/d12/tables/dt12\\_235.asp](https://nces.ed.gov/programs/digest/d12/tables/dt12_235.asp)

<sup>7</sup> [https://nces.ed.gov/programs/digest/d12/tables/dt12\\_236.asp](https://nces.ed.gov/programs/digest/d12/tables/dt12_236.asp)

<sup>8</sup> [http://www.dccap.org/files/dc-cap\\_14year\\_annual\\_14thc.pdf](http://www.dccap.org/files/dc-cap_14year_annual_14thc.pdf)

<sup>9</sup> [https://www.noellewitz.com/documents/shared/Papers\\_and\\_Research/2013/ACT\\_persistence\\_2013.pdf](https://www.noellewitz.com/documents/shared/Papers_and_Research/2013/ACT_persistence_2013.pdf)

<sup>10</sup> <http://nscresearchcenter.org/hsbenchmarks2013/#1>

<sup>11</sup> *D.C. Student Postsecondary Performance and Early Indicators*. The Office of the State Superintendent for Education. 2013.

<sup>12</sup> [http://www-personal.umich.edu/~baileymj/Bailey\\_Dynarski.pdf](http://www-personal.umich.edu/~baileymj/Bailey_Dynarski.pdf)

<sup>13</sup> [http://www.dccap.org/files/dc-cap\\_14year\\_annual\\_14thc.pdf](http://www.dccap.org/files/dc-cap_14year_annual_14thc.pdf)

for special education IEPs, and 99% are African American. Our typical ninth grade classes represent over 60 different middle schools and come from a wide range of pedagogical backgrounds. As freshmen, many students arrive with 5<sup>th</sup> or 6<sup>th</sup> grade math and reading levels—well below proficiency standards mandated by the DC CAS.

**Table 4: Thurgood Marshall Academy Enrollment History**

School Year	Enrollment	Enrollment Ceiling	Reenrollment Rate	Waitlist
2009-2010	389	420	78%	217
2010-2011	388	420	83%	283
2011-2012	390	420	85%	311
2012-2013	397	420	86%	418
2013-2014	400	420	---	412

In 2012–2013, our reenrollment rate remained steady at over 80% indicating that our families believe in the school’s mission and programs (Table 2). Even more telling is the number of students who graduate in five years. In the class of 2012, eleven students elected to remain at Thurgood Marshall Academy through the 2012–2013 school year for additional academic preparation and were able to graduate in five years. While the school’s four-year Adjusted Cohort Graduation Rate (ACGR) was 78%, the five-year rate for the class of 2013 was 96%. These numbers demonstrate that even in the absence of social promotion, families and students believe that Thurgood Marshall Academy is the most effective high school option.

**PROPOSED REPLICATION**

Over the past thirteen years, we developed a program that works as evidenced by our ranking as the highest performing open-enrollment high school in Washington, DC and our college outcomes. Despite working with some of the most underserved youth in the city, our students continue to demonstrate academic achievement at rates higher than their peers. The need for additional high-performing high schools is clear. There are currently 34 high school options in the District. Eighteen of these are charter LEAs serving grades 9–12 across 19 campuses. The sixteen additional options are DCPS campuses, five of which are magnet schools and admit students based on preset academic criteria.

***Potential Locations***

Thurgood Marshall Academy seeks to replicate our academic program by opening a second high school campus in either Ward 5 or Ward 6, and we are in the process of exploring possible sites. Replicating in either of these neighborhoods will ultimately provide 450 quality seats to areas of the city in need of additional top-performing high schools.

**Table 4: High School Seats by Ward and Tier, 2012-2013**

	Total HS Seats <sup>14</sup>	Charter Seats	Charter Seats (%)	DCPS Seats	DCPS Seats (%)	Tier 1 Seats	Magnet Seats
<b>Ward 1</b>	2856	680	24%	2176	76%	0	963 (34%)
<b>Ward 2</b>	1079	0	0%	1079	100%	0	1079(100%)
<b>Ward 3</b>	1713	0	0%	1713	100%	0	0
<b>Ward 4</b>	1729	585	34%	1144	66%	471 (27%)	0
<b>Ward 5</b>	2709	821	30%	1888	70%	0	1164 (43%)
<b>Ward 6</b>	1115	611	55%	504	45%	0	0
<b>Ward 7</b>	2510	1800	72%	710	28%	137 (5%)	0
<b>Ward 8</b>	2963	1475	50%	1488	50%	796 (27%)	0
<b>Total</b>	16674	5972	n/a	10702	n/a	1404	3206

In Ward 5, there are currently five high schools—two charter options and three DCPS campuses. Perry Street Public Charter School’s Upper School campus is rated as Tier 3 and slated to close at the end of the 2014–15 school year. The other charter high school, Washington Math Science Technology Public Charter High School (WMST) is Tier 1 but exploring alternative locations for the near future. Of the three DCPS high schools, two are magnet schools—McKinley Technology Education Campus and Phelps Architecture, Construction, and Engineering High School—that restrict entry to students based on specific criteria, and the third is Dunbar High School. If we open a new campus in Ward 5, at full capacity (450 students) we would add 14% more high-quality charter seats to the ward and 24% more Tier I seats to the city.

In Ward 6, there are four high schools—three charter options and one DCPS campus, Eastern High School. Richard Wright Public Charter High School currently serves grades 9–11 and is rated Tier 2; Cesar Chavez PCHS—Capitol Hill is also Tier 2; and Options PCS is in charter revocation proceedings and may not be in operation beyond this school year. If we replicate our program in Ward 6, we would add 29% more high-quality charter seats to the ward.

Though we do not yet have a specific site secured, we do have a history of creatively developing world-class facilities for our students. Our current location sits on approximately one acre of land across the street from the Anacostia Metrorail station at the gateway to Historic Anacostia. The main building and adjacent gym (shared with Savoy Elementary, a District of Columbia Public School, via a unique partnership) provides students with one library, three science laboratories, one art room, one music room, two health/physical education classrooms, one moot courtroom, one gymnasium, one fitness room, and a computer laboratory. All classrooms have access to a wireless network, projectors with audio capabilities, and interactive whiteboard technology.

### *Stakeholder Engagement*

Our previous success developing a high-performing high school has resulted in strong internal support for replication. In June 2013, our former Board Chair, George Brown, met

<sup>14</sup> Data represented is from 2012-13 school year. OSSE.

with faculty and staff to discuss the Board's desire for growth and elicit feedback from the community to incorporate into our plans. We elected to wait until the PCSB granted our request to replicate before announcing our expansion to our students and their families. As plans develop, we will certainly engage all of our stakeholders including our network of over 50 partnering organizations and more than 200 volunteers. Once the location of our second campus is confirmed, we will hold community meetings to inform neighbors about our program and assuage any concerns.

We have not delayed preparing a staffing plan and are already grooming internal academic leaders to open our second campus. In recent months, we promoted two veteran teachers to the roles of Academic Director and Director of Academic Supports. After two years of shared leadership experience under the supervision of our current Executive Director, one of these leaders will be prepared to replicate our academic program and school culture at a second campus.

### ***Financial Implications***

We project that a second campus will not only bring the school's proven services to more students in a cost-effective manner but will also take advantage of economies of scale to foster sustainability across the entire LEA.

Our projections (Appendix 1) are based on the following budget assumptions:

- A total enrollment of 950 students; 450 students at a new campus in addition to the 400 served at the current campus.
- Federal competitive and private foundation contributions for the new campus comparable to those at the current campus by accessing a new pool of grants and contributors eager to invest only in LEAs serving more than 400 students.
- Financing annual facility costs (rental is assumed but financing would be similar) at 90% of the city Facility Allocation, assuming a 10% credit for occupancy. Though the model provided assumes simple rent for clarity's sake, the 90% payment would be reduced by the annual amortized cost of any significant leasehold improvements or financing for 15 years.
- Personnel costs subject to economies of scale; for example, senior management and "back office" positions could serve the entire LEA.
- Business expenses ranging from insurance to equipment rental to accounting shared across the LEA to achieve savings.
- Low capital expenses funded by operating revenue, as the school has a history of successful supporting major capital projects (such as investment in school-wide instructional technology resources) through grants.
- Reserve funds for the existing campus will be secured prior to expansion; the new campus's operating surplus will provide a reserve and working capital.

### **CONCLUSION**

Our Board's decision to replicate was made after thoughtful planning and analysis. After thirteen years developing the highest-performing non-selective high school in the District,

we are confident that Thurgood Marshall Academy has the capacity, personnel, and academic program needed to successfully open a second campus. We thank the Board for considering our request to replicate, and we look forward to discussing our plans in further detail at your convenience.

THURGOOD MARSHALL ACADEMY  
1000 N. 10th St. #1006

**APPENDIX B**

**Thurgood Marshall Academy Public Charter School**

**Enrollment Matrix – All Campuses**

*Although PCSB requests that schools detail their proposed enrollment through 2018-19, note that schools may only seek approval for an enrollment increase for the school years remaining before the school's next scheduled high-stakes review or renewal. If the school is requesting an enrollment increase at more than one campus, it should complete a separate enrollment matrix for each such campus.*

Grade	Academic Year 2014-15	Academic Year 2015-16	Academic Year 2016-17	Academic Year 2017-18	Academic Year 2018-19
Pre-School					
Pre-Kindergarten (Pre-K)					
Kindergarten					
Grade 1					
Grade 2					
Grade 3					
Grade 4					
Grade 5					
Ungraded ES					
Grade 6					
Grade 7					
Grade 8					
Ungraded MS/ JHS					
Grade 9	125	275	275	275	275
Grade 10	102	110	240	250	250
Grade 11	90	90	90	210	225
Grade 12	83	85	85	85	200
Ungraded SHS					
Alternative					
Special Ed Schools					
Adult					
LEA Total	400	560	745	895	950
Projected % - Special Needs	11%	13%	15%	16%	18%
Projected % - ELL	0%	3%	5%	7%	9%
# Campuses*	1	2	2	2	2