

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

KIPP DC PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL 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 KIPP DC PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

WHEREAS, the School Corporation submitted a petition in accordance with § 38-1802.02 of the Act to establish a public charter school (the “**Petition**”);

WHEREAS, DC PCSB granted a charter to the Board of Trustees of KIPP DC (the “**Board of Trustees**”) for the establishment of a public charter school, effective on **June 4, 2001**;

WHEREAS, pursuant to § 38-1802.12 of the Act, DC PCSB has the authority to approve petitions to renew the charters of established public charter schools in the District of Columbia;

WHEREAS, the School Corporation submitted an application for charter renewal in accordance with § 38-1802.12 of the Act to renew its charter (the “**Application**”) on **October 12, 2015**;

WHEREAS, DC PCSB has (i) determined that the Application satisfies the requirements set forth in § 38-1802.12 of the Act, and (ii) approved the Application, thereby renewing the charter of the School Corporation on **November 16, 2015** for an additional fifteen years;

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, including exclusive control over administration, expenditures, personnel, and instructional 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 has established a public charter school (the “**School**”) in the District of Columbia and shall continue to 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 are attached hereto or included herein:

(i) Pursuant to § 38-1802.02 (1) of the Act, the School’s statement regarding the mission and goals of the School and the manner in which the school will conduct any districtwide assessments [Sections 2.1 and 2.3 below];

(ii) Pursuant to § 38-1802.02 (7) of the Act, the Rules and Policies for Governance and Operation of School Corporation [Attachment A];

(iii) Pursuant to § 38-1802.02 (8) of the Act, the Articles of Incorporation and Bylaws [Attachment B];

(iv) Pursuant to § 38-1802.02 (11) of the Act, the Procedures to Ensure Health and Safety of Students and Employees [Attachment C];

(v) Pursuant to § 38-1802.02 (16) of the Act, Assurance to Maintain Accreditation [Section 3.6]; and

(vi) Pursuant to § 38-1802.02 (18) of the Act, the Relationship Between School and Employees [Attachment D].

The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall provide written request for approval for any proposed changes to its Articles of Incorporation and Bylaws [Attachment B], and its accrediting body [Section 3.6].

1.2 Effective Date and Term. The Charter Renewal, the petition for which was approved on November 16, 2015, shall commence on the effective date of this Agreement and shall continue for a term of fifteen (15) years unless renewed, revoked, or terminated in accordance with §§ 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. Pursuant to § 38-1802.02(1) of the Act, the School Corporation shall operate the School in accordance with its mission statement:

KIPP DC is a non-profit network of high-performing, college-preparatory public charter schools in Washington, D.C. All KIPP DC schools are tuition-free, open enrollment schools, and actively recruit and serve students in the city's most educationally underserved communities. At KIPP DC, there are no shortcuts. Highly skilled teachers and leaders, more time in school, a rigorous college preparatory-curriculum, and a strong culture of high expectations and support help our students make significant academic gains and continue to excel in high school and college.

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 its first Academic Year of renewal (16th year of operation), the School shall provide instruction to students in ages/grades Prekindergarten-3 through 12th grade. In each of the succeeding years, the School Corporation shall maintain compliance with § 38-1802.04(c) of the Act and Schedule I. "**Academic Year**" shall mean the fiscal year of the School Corporation ending on June 30th of each calendar year.

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. Beginning on July 1, 2016, the School Corporation's goals and academic achievement expectations, to be assessed annually by campus (see Section 3.1(A)), are as follows:

Student Performance

1. Peabody Picture Vocabulary Test (PPVT) (grades PK3 and PK4): 80% of the PK3 and PK4 students (combined) will achieve a scaled score of 86 or higher on the spring assessment of the PPVT.
2. Test of Early Mathematics Ability (TEMA) (grades PK3 and PK4): 70% of the PK3 and PK4 students (combined) will achieve a scaled score of 90 or higher on the spring assessment of the TEMA.

3. Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) Mathematics (grades K-2): At least 60% of all K-2 students will achieve at or above the 50th percentile or meet/exceed their typical spring growth targets in mathematics based on NWEA MAP's national norms by June of each year.
4. NWEA MAP Reading (grades K-2): At least 60% of all K-2 students will achieve at or above the 50th percentile or meet/exceed their typical spring growth targets in reading based on NWEA MAP's national norms by June of each year.
5. PARCC Mathematics (3 – 8): 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:
 - a. The percent of students earning a level 4 or above will exceed the percent of students city-wide in tested grades served by the campus who reach a level 4 or above.
 - b. The percent of students earning a level 3 or above will not fall below 40%.
6. PARCC ELA (3 – 8): 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:
 - a. The percent of students earning a level 4 or above will exceed the percent of students city-wide in tested grades served by the campus who reach a level 4 or above.
 - b. The percent of students earning a level 3 or above will not fall below 40%.
7. PARCC Mathematics (HS): 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:
 - a. The percent of students earning a level 4 or above will exceed the percent of students city-wide in tested grades served by the campus who reach a level 4 or above.
 - b. The percent of students earning a level 3 or above will not fall below the city-wide average for the tested grades served by the campus who reach a level 3 or above.
8. PARCC ELA (HS): 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:
 - a. The percent of students earning a level 4 or above will exceed the percent of students city-wide in tested grades served by the campus who reach a level 4 or above.
 - b. The percent of students earning a level 3 or above will not fall below the city-wide average for the tested grades served by the campus who reach a level 3 or above.

Leading Indicators

9. Attendance (all grades): Each campus will achieve an average of at least 90% in-seat attendance each year.
10. Re-enrollment (all grades): Each campus will achieve an average of at least 75% student re-enrollment each year.
11. Graduation (HS grades only): KIPP DC College Preparatory Academy's 4-year Adjusted Cohort Graduation Rate will exceed the city-wide 4-year Adjusted Cohort Graduation Rate.
12. Graduation (HS grades only): KIPP DC College Preparatory Academy's 5-year Adjusted Cohort Graduation Rate will exceed the city-wide 5-year Adjusted Cohort Graduation Rate.

Mission-Specific Goals

13. Parents: KIPP DC families and parents will support our schools, as measured by survey results, and at least 75% of our surveyed parents will state that "I am proud that my child attends KIPP" in the annual KIPP Healthy Schools and Regions survey with at least a 50% response rate.
14. Teachers: KIPP DC teachers will support our schools, as measured by survey results, and at least 75% of our surveyed teachers will state that "My school's mission is important to me" in the annual KIPP Healthy Schools and Regions survey with at least a 50% response rate.

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 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 2.3(A) above every year of operation.

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 of any material change in the curriculum that would result in a material change in the School's mission or goals no later than April 1st 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 consistent with § 38-1802.04(c)(11). 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 E. The School Corporation shall provide DC PCSB a request for approval for any material changes to graduation requirements no later than April 1st prior to the Academic Year in which the changes to the graduation requirements will take effect, and DC PCSB shall hold a public hearing on such a 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.*), 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 head office of the School shall be located at KIPP DC’s Headquarters Office, 2600 Virginia Avenue NW, Suite 900, Washington, DC 20037 (the “**School Property**”). The School Corporation operates two or more campuses under the Charter, the names, addresses of facilities, and grade spans of which are listed in the table below (the “**School Properties**”). (“**Campus**” is defined in DC PCSB’s *Definition of School Campus and Facility Policy* as having: a distinct grade-range; a single school leader responsible for the academic program for the entire grade-span of the campus; distinct goals to measure progress and attainment; student matriculation from one (1) grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the Office of the State Superintendent of Education (“**OSSE**”). A campus may have a distinct grade-span, such as early childhood, elementary, middle, high school, or adult education, or it may include a combination of the preceding. A campus may be in the same facility or different facilities.)

Facility Name	Campus; Grade Spans	Location
Benning Campus	KIPP DC LEAP Academy: Grades PK3 and PK4 KIPP DC Promise Academy: Grades K-4	4801 Benning Road SE Washington, DC 20019

	KIPP DC KEY Academy: Grades 5-8	
Douglass Campus*	KIPP DC Discover Academy: Grades PK3-K KIPP DC Heights Academy: Grades 1-4 KIPP DC AIM Academy: Grades 5-8	2600 Douglass Road SE Washington, DC 20020
Shaw Campus	KIPP DC Grow Academy: Grades PK3-K KIPP DC Lead Academy: Grades 1-4 KIPP DC WILL Academy: Grades 5-8	421 P Street NW Washington, DC 20001
Webb Campus	KIPP DC Connect Academy: Grades PK3-K KIPP DC Spring Academy: Grades 1-2 KIPP DC Northeast Academy: Grades 5-7	1375 Mt. Olive Road NE Washington, DC 20002
Smilow Campus	KIPP DC Arts and Technology ("ATA") Academy: Grades PK3-K KIPP DC Quest Academy: Grades 1-4 KIPP DC Valor Academy: Grades 5-7	5300 Blaine Street NE Washington, DC 20019
College Prep Campus	KIPP DC College Preparatory: Grades 9-12	1405 Brentwood Parkway NE Washington, DC 20002

Consistent with IDEA and other applicable laws, KIPP DC is authorized to provide a broad continuum of services designed to meet the needs of all KIPP DC students. Currently, this continuum includes, but is not limited to, the programming offered at the Learning Center, a location at which students receive services consistent with his/her Individualized Education Plan.¹

B. The School Corporation shall continue to operate a multi-campus school. The School Corporation shall not operate at a location other than the School Properties unless the School Corporation provides a written request for approval to DC PCSB at least three months

¹ The Learning Center is currently located at the Douglass Campus. See Section 3.1A.

prior to its intended opening of a new location or relocation and DC PCSB holds a public hearing on such a request. 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. Pursuant to § 38-1802.06 of the Act, enrollment in the School shall be open to all students 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 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 a random selection process consistent 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 is currently participating in the My School DC Common Lottery and has submitted a description of its current random selection process to DC PCSB (see Attachment G). The School Corporation shall provide written notification to DC PCSB if there are material changes made to the current random selection process consistent with the Annual Compliance Reporting. 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 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 pursuant to DC PCSB's *Enrollment Ceiling Increase Policy*. DC PCSB shall have a public hearing for such a 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 provide a copy of those policies and procedures to students and parents within the first ten business days of the beginning of the school year, and provide a copy to DC PCSB that is consistent with its 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 disciplinary policies that is to take effect before the next Annual Compliance Reporting cycle.

B. Pursuant to PCSB's *Data and Document Submission Policy*, the School Corporation shall track and report 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 use the data management reporting software identified by DC PCSB. If the School Corporation operates two (2) or more campuses, the School Corporation shall maintain, track, and report discipline 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 notification of any material change to its complaint resolution process at least three months prior to adoption.

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. Pursuant to § 38-1802.04(c)(16) of the Act, the School Corporation is and shall remain a District of Columbia nonprofit corporation in accordance with the District of Columbia Nonprofit Corporation Act, § 29-401.01 *et seq.* of the District of Columbia Code, 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. Pursuant to §§ 38-1802.04(c)(6) and 38-1802.05(d) of the Act, 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 a request for approval of any material change(s) to its articles of incorporation or bylaws within three (3) months of the effective date of such change.

4.4 Composition. Pursuant to § 38-1802.05(a) 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 that does not exceed 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(d) of the Act, the Board of Trustees shall be the fiduciaries of the school, responsible for overseeing the academic and fiscal integrity of the School, assure the School's compliance with this Agreement and the Act, and shall set overall policies for the school. The Board of Trustees 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.

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)(ix) 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 non-mandatory after school programs, field trips, or similar student activities.

5.3 Costs. The School Corporation shall be responsible for all costs associated with operation of the School including the costs of goods, services, and any districtwide 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 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, within the timeframe defined by the policy, certain documents defined by the policy, including: (i) all bids for the contract received by the School Corporation, if any; (ii) the name of the contractor who is awarded the contract; (iii) the rationale for the award of the contract; and (iv) the executed contract. 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. However, the School Corporation shall also submit non-procurement contracts to DC PCSB in accordance with DC PCSB's *Submission of Procurement Contracts and Board of Trustees' Meeting Minutes Policy*.

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 to be awarded by the School Corporation is a conflicting interest contract, the School Corporation will award that contract pursuant to DC PCSB’s *Submission of Contracts and Board of Trustees’ Meeting Minutes Policy*, the School Corporation’s conflict of interest policies and procedures, 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 (30) 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. The School Corporation shall provide such documents to DC PCSB pursuant to the Annual Compliance Reporting 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 PCSB, by a date specified by 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, and any other data measuring the School's performance as DC PCSB may request pursuant to § 38-1802.11(a)(2). The School Corporation shall permit any member of the public to view such report on request.

7.2 Audited Financial Statements. In accordance with DC PCSB annual financial reporting requirements, 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, pursuant to § 38-1802.11(a)(2). Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as defined by DC PCSB in its *Audited Financial Statements Guidelines and Expectations*.

7.3 Interim Financial Reports. Pursuant to DC PCSB's *Data and Documents Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB Interim Financial Reports, in a format determined by the School Corporation,

provided it satisfies DC PCSB's requirements, within thirty (30) days after the end of each Interim Period starting with the Interim Period beginning July 1, 2016. "**Interim Period**" generally will mean monthly, unless the School Corporation receives written notice from DC PCSB, after which it will mean 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 (2) 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 to DC PCSB of the 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 identified as a key personnel as identified by position in Attachment I. The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five (5) business days of the departure of any key personnel (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 notification, whether formal or informal, of any alleged failure to comply with the terms or conditions of any Authorization, the School Corporation shall provide DC PCSB, within seven business days of receiving such notice, a report detailing the nature and date of such notice and the School Corporation's intended actions in response. "**Authorizations**" shall mean any

consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notification 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 notification 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 notification 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. Upon reasonable notice, the School Corporation shall grant to DC PCSB, its officers, employees, or agents, access to the School Corporation's property, books, and records and allow copies to be made of the same, provided that the review or access will not unreasonably interfere with the operation of the School and School Corporation. Upon reasonable notice, the School Corporation 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 have the opportunity to 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. Pursuant to § 38-1802.11(b)(2) of the Act, the School Corporation shall pay annually to DC PCSB, no later than November 15th of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of 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 fall allocation of its annual Academic Year funding from the government of the District of Columbia by such date provided that the School Corporation pays DC PCSB such fee within thirty days of the School Corporation's receipt of such funding.

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 Charter Renewal. Pursuant to § 38-1802.12 of the Act, 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 relinquishment; 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) of the Act, 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 notification, 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 Sections 2.1, 2.3, 3.6 and Attachments A-D constitute the School Corporation's

Charter. Sections 2.1 and 2.3 and Attachments A, C and D can only be modified or amended through Petition for Charter Revision subject to 1.1(B) of this agreement, and the School Corporation shall provide written notification to DC PCSB for approval of proposed changes to Attachment B and Section 3.6, 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 notification 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 §§ 38-1802.12 and 38-1802.13 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:

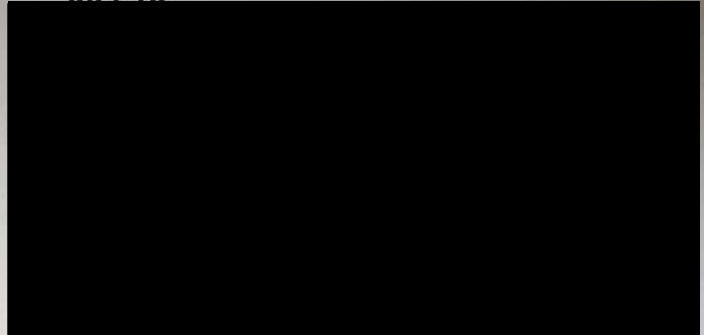
District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
Email: spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

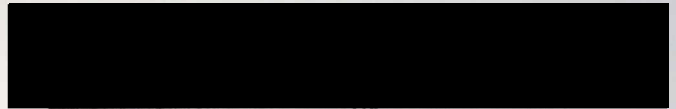
KIPP DC Headquarters
2600 Virginia Avenue NW, Suite 900
Washington, D.C. 20037
Attention: Susan Schaeffler
Email: susan.schaeffler@kipfdc.org
Telephone: (202) 265-5477

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.

KIPP DC



**DISTRICT OF COLUMBIA PUBLIC CHARTER
SCHOOL BOARD**



By: Darren Woodruff

Title: Board Chair

Date: 7/7/2016

ATTACHMENTS

SCHEDULE I	Maximum Enrollment Schedule
ATTACHMENT A	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	Relationship Between School and Employees
ATTACHMENT E	Graduation Requirements
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Insurance
ATTACHMENT I	Key Personnel

Schedule I

Maximum Enrollment Schedule

	Academic Year 2015-16	Academic Year 2016-17	Academic Year 2017-18	Academic Year 2018-19	Academic Year 2019-20	Academic Year 2020- 21 <i>(maximum enrollment)</i>
Grade Levels	Current	Projected	Projected	Projected	Projected	Projected
PK-3	510	535	535	535	535	535
PK-4	515	539	562	562	562	562
Kindergarten	521	533	559	559	559	559
Grade 1	511	554	555	555	555	555
Grade 2	505	551	551	551	551	551
Grade 3	393	506	531	531	531	531
Grade 4	388	427	496	521	521	521
Grade 5	404	462	472	472	472	472
Grade 6	372	422	422	422	422	422
Grade 7	339	398	425	425	425	425
Grade 8	238	348	399	426	426	426
Grade 9	195	260	275	295	315	310
Grade 10	126	180	235	250	260	270
Grade 11	99	120	160	215	230	235
Grade 12	85	90	100	140	195	210
LEA Total	5201	5925	6277	6459	6559	6584

Attachment A

Rules and Policies for Governance and Operation of School Corporation

KIPP DC's Board of Trustees is the chief governing body of the organization, with ultimate accountability for the school's charter. The Board of Trustees membership is in compliance with the School Reform Act requirements with a current membership of 15 trustees, including two parent representatives and a majority of D.C. residents.

The Board sets the overall policy of the school consistent with state and federal laws. The Board of directors monitors operations of the schools and ensures that all schools comply with applicable laws and provisions of its charter. The Board of Trustees establishes and reviews progress towards academic, financial and operational goals for KIPP DC PCS and ensures that the school is fiscally sound, in accordance with the School Reform Act. The Trustees also serve in an advisory capacity to senior KIPP DC PCS staff and help to identify resources to support the execution of organizational priorities.

The Board of Trustees oversees KIPP DC PCS financial affairs by authorizing, appropriating and adopting budgets and also reviewing periodic financial statements and the annual financial audit. 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.

Attachment B

Articles of Incorporation and Bylaws

See attached.

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

KIPP DC PCS is committed to ensuring the health and safety of students, families, staff, and visitors of the school. KIPP DC PCS is in full compliance with the requirements set forth in Healthy Schools Act of 2010, Student Access to Treatment Act of 2007, the Americans with Disabilities Act and the DC Fire Prevention Code.

KIPP DC PCS maintains full compliance with Healthy Schools Act of 2010 including maintaining active and updated school wellness plans for all campuses. In addition to ensuring compliance with the Healthy Schools Act, KIPP DC PCS also maintains the health and welfare of all students by ensuring compliance with the Student Access to Treatment Act of 2007 by ensuring that all campuses have a nurse from the DC Department of Health on the premises. KIPP DC PCS complies with the DC Code as it pertains to facility safety and other requirements, including compliance of facilities with the DC Fire Prevention Code. All buildings are in compliance with the Americans with Disabilities Act and are accessible to children and adults with disabilities.

All KIPP DC PCS facilities undergo regular inspections conducted both internally and by relevant DC government agencies. Each campus maintains an up-to-date emergency response plan and holds emergency evacuation drills. All certificates of occupancy and insurance policies are up-to-date and available to DC PCSB upon request. KIPP DC PCS will submit all applicable health and safety inspections, take 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.

Attachment D

Relationship Between School and Employees

RECEIPT OF KIPP DC EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYER COPY)

I acknowledge that I have received my copy of the KIPP DC Employee Handbook, which outlines the policies, practices and employee benefits of KIPP DC. I understand that this edition of the Employee Handbook supersedes all previous verbal or written descriptions of KIPP DC's personnel policies and procedures and employee benefits. The Employee Handbook is not a contract and nothing contained herein should be construed to create a contract of employment or a contract of any kind. I understand that the Employee Handbook describes important information about KIPP DC. I agree to read the entire Handbook during my first three days of employment, or within three days of receiving it. I agree to abide by all the policies and procedures contained in the Handbook. If I have any questions about the Handbook or other personnel policy issues, I will consult with my manager or the appropriate School Leader.

I understand that this Employee Handbook refers to current benefit plans maintained by KIPP DC and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I understand and agree that, unless I have a written, individual employment contract with KIPP DC for a specific, fixed term of employment, I am employed "at-will." I have entered into my employment voluntarily and acknowledge that I have no set term or duration of employment. Either KIPP DC or I may terminate my employment at any time, with or without cause or notice. I understand that while other personnel policies, procedures, and employee benefits may change from time to time at KIPP DC's discretion, my at-will employment relationship can only be changed by a written employment contract signed by the Executive Director or the Chief Operating Officer after the date of this Acknowledgment. I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions about the handbook I ask my immediate Supervisor or designated School Leader.

Name: _____

Date: _____

Signature: _____

Attachment E

Graduation Requirements

Courses	Credit(s)
English	4.0
Mathematics; must include Algebra 1, Geometry, and Algebra II at a minimum	4.0
Science; must include three (3) lab sciences	4.0
Social Studies; must include World History I and II, United States History; United States Government, and District of Columbia History	4.0
Foreign Language (must be consecutive)	2.0
Art	0.5
Music	0.5
Physical Education (1)/Health(.5)	1.5
General Electives	3.0
College Counseling Seminar	0.5
TOTAL	24

- KCP students must take an English, math, science, and history course each year, regardless of how many Carnegie credits they may have earned in middle school or before transferring from another high school.
- The District of Columbia requires that 2 of the 24 credits students earn are either college-level or career preparatory (5-E DCMR § 2203.2). At KCP students can fulfill these requirements by taking the following courses: all technology courses, Advanced Placement (AP) courses, College Counseling, Honors classes, and dual enrollment classes.
- KCP students must earn 100 community service hours in order to graduate. Students who earn 120 community service hours may use the hours to count toward one general elective credit.
- Students must meet all graduation requirements in order to participate in the graduation ceremony and receive a diploma.

Attachment F

Pre-Opening Requirements*

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

Governance and Management

Area of Review	Examples of Acceptable Documentation
Key leadership roles have been filled.	<ul style="list-style-type: none"> • Organizational chart with names • Contracts, including position description

Staffing

Area of Review	Examples of Acceptable Documentation
The number of teachers and staff, including special education and/ or ELL teachers	<ul style="list-style-type: none"> • Teacher roster
Each employee has a job description which he or she has read and agreed to.	<ul style="list-style-type: none"> • Staff offer letters
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"> • Employee handbook* • Confirmation of receipt (e.g., form from handbook; staff meeting sign-in; etc.)
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none"> • Background check clearances*
Each teacher has been offered a retirement plan.	<ul style="list-style-type: none"> • Retirement plan flyer in new hire paperwork
Leave of absence forms for former DCPS employees have been processed and are on file (where applicable).	<ul style="list-style-type: none"> • Retirement opt in/out form
Plan for when teachers are absent	<ul style="list-style-type: none"> • Copy of school's plan for covering teacher absences (e.g. substitute bank; teacher request form; permanent substitute contracts; etc.)

Curriculum and Instruction

Area of Review	Examples of Acceptable Documentation
Needed instructional materials and supplies have been procured to classrooms at every grade level.	<ul style="list-style-type: none"> • Actual instructional materials and supplies, or evidence that materials and supplies are on

Area of Review	Examples of Acceptable Documentation
	order and will be delivered in time for school opening
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none"> • School calendar—including 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days* • Class schedules • Documentation that calendar and schedules have been distributed to students and families
Provisions have been made for assessing and serving students with special needs.	<ul style="list-style-type: none"> • Evidence that needed staff is on board to provide special needs services, or evidence that services have been contracted

Students and Parents

Area of Review	Examples of Acceptable Documentation
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions)	<ul style="list-style-type: none"> • Copy of parent/student/family handbook / resource in which the discipline policy is printed, along with confirmation of receipt *
Intake process includes measures to identify students with special needs.	<ul style="list-style-type: none"> • Description of process for identifying students with special needs (e.g., copy of information in enrollment packet)
Valid proof of DC residency is on file for each student	<ul style="list-style-type: none"> • All residency forms from OSSE have been completed, including proof of residency form complete with 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
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> • Description of complaint resolution process in employee, parent, and student handbooks
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> • Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA)

	<ul style="list-style-type: none"> • Evidence that the records of students with disabilities are kept in a secure location • Evidence that parents or adult students have been provided with notice of their rights under FERPA
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Operations

Area of Review	Examples of Acceptable Documentation
Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents.	<ul style="list-style-type: none"> • Student information system is in place
Arrangements have been made for food service.	<ul style="list-style-type: none"> • Food service contract • Record of Basic Business License (BBL)
Provisions have been made for health services and immunization, if appropriate.	<ul style="list-style-type: none"> • Evidence that health services and immunizations services are available (school nurse, contract with local health facility, etc.)
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> • Written plans for life safety procedures included in faculty and student handbooks • Fire drill schedule (one drill within the first ten days; and conducted monthly for the remainder of the school year)

Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation
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"> • Space meets the needs of the program and number of students to be served. • Certificate of occupancy on file at school with an occupancy load that is greater or equal to the number of students plus staff in the building
Certificates of insurance are on file at the school.	<ul style="list-style-type: none"> • Certificates of insurance on file at school with coverage in accordance with their charter
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> • Plans detailing times and locations for student drop-off and pick-up before school,

Area of Review	Examples of Acceptable Documentation
	during school hours, and after school are in place
Classroom furniture is available for instruction (or will be) .	<ul style="list-style-type: none"> • School admin. confirms that classroom furnishings are appropriate for the school’s educational model
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> • School admin. confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school
ADA Compliance	<ul style="list-style-type: none"> • Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility (e.g. elevators, ramps, restroom accommodations, drinking fountains, etc). * (This requirement will be verified through Epicenter and on site at the facility.)

Attachment G

Random Selection Process

1. Policy Statement:

Enrollment at KIPP DC 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.

2. Background:

KIPP DC has 16 schools (as of 2015-2016 school year) located at 6 campuses across the District of Columbia in Wards 5,6,7 and 8. KIPP DC opened its doors as a public charter school in 2001 with the establishment of KEY Academy. The school's Charter was awarded to a non-profit corporation governed by the Board of Trustees of KIPP DC. 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 all KIPP DC schools.

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 the projected budget. KIPP DC 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 of current students, staff children, students transferring between KIPP DC schools and siblings of accepted students may be granted.

Application Forms

Beginning on approximately December 15th of each year, application forms for the upcoming school year are made available using the D.C. common lottery, MySchoolDC online portal (www.myschooldc.org). KIPP DC will follow the MySchoolDC timeline and process as outlined by MySchoolDC each year (2016-2017 school year lottery example below).

After the MySchoolDC application closes, parents may obtain and submit an application at any of our schools and submit it to the Compliance Manager at the relevant campus. These applications will be added to the waitlist compiled by MySchoolDC during the open application window in the order in which they are received.

High School

Admissions to KIPP DC College Preparatory (KCP) is managed through MySchoolDC. Applications will be accepted for 9-12th grades. All current 8th grade students at KIPP DC must apply to attend KCP through the lottery but will be granted transfer preference. Students applying from other middle schools must also complete the lottery system.

Enrollment Deadlines

Below is the estimated timeline for enrollment and acceptance into KIPP DC in conjunction with MySchoolDC Lottery (all dates are subject to change based upon MySchoolDC guidance and timelines):

Date	Action
December 14 th	Application Launches
February 1 st	Application deadline for grades 9-12
March 1 st	Application deadline for grades PK3-8
April 1 st	Lottery results available
May 2 nd	Enrollment deadline for new students
October 5 th	Last Day of Enrollment

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 the lottery application is closed for any grade level will also be placed on a waitlist in the order that they were received by the KIPP DC Compliance Manager.

5a. Acceptance of New Students:

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 and Health Records**
- c) **KIPP DC Registration Packet**

5b. Acceptance of Re-enrolling KIPP DC Students:

Current students who intend to re-enroll will need to deliver the documentation described in Section 5a. above during registration. Current students who have not completed registration by June 2nd are not guaranteed admission based on enrollment and may lose their seat. Any parent or guardian who does not intend to re-enroll his or her child at KIPP DC is asked to properly withdraw him or her from the School before June 2nd.

5. 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

Property
General Liability
Auto
Employee Benefits
Workers Compensation
Umbrella
Excess Liability
Fiduciary/Crime
Lawyers Professional
Accident
Builders Risk
Cyber/Data

Attachment I

Key Personnel

Chief Executive Officer/Head of Schools
Chief Operating Officer
Vice President of Operations and Finance
General Counsel
Board Chair

