

## **Charter Agreement Amendment**

### **NINTH AMENDMENT TO THE 2005 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND YOUTHBUILD DC PUBLIC CHARTER SCHOOL, Inc.**

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

**WHEREAS**, the Parties entered into a contract on May 25, 2005 (the “**Charter Agreement**”), wherein the School Corporation agreed, among other things, to operate a public charter school (the “**School**”) in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the “**Act**”);

**WHEREAS**, on April 26, 2010, DC PCSB voted to conditionally approve a petition from the School Corporation to amend its Charter Agreement to increase its enrollment ceiling. The School Corporation did not meet the conditions for the amendment, and the amendment did not go into effect;

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

**WHEREAS**, on May 16, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to elect to act as a local education agency for the purpose of providing services to students with disabilities;

**WHEREAS**, on June 20, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to revise its goals and academic achievement expectations;

**WHEREAS**, on February 27, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to increase its enrollment ceiling;

**WHEREAS**, on July 17, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change its location;

**WHEREAS**, on September 18, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to revise its goals and academic achievement expectations; and

**WHEREAS**, on May 21, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to increase its enrollment ceiling, update its name, and revise its bylaws.

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

## SECTION 1. AMENDMENT

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

**1.1** Section 3.1 of the Charter Agreement is struck in its entirety and replaced with the following:

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

**A.** The School Corporation's goals and academic achievement expectations are outlined in the table below. The School Corporation will undergo a fifteen-year charter renewal in SY 2019-20. At renewal, the school will be held accountable to the following goals and academic achievement expectations for the following years:

School Year	Criteria
<b>2014-2015</b>	<ol style="list-style-type: none"><li>1. 65% of the students who enter the school year with at least an eighth-grade reading level as measured by the TABE and complete the school year will pass the official GED exam.</li><li>2. 85% of the students that enter the school with less than an eighth-grade reading level and complete the school year will progress at least two grade levels in reading.</li><li>3. 90% of students who complete the school year will progress at least one grade level in mathematics.</li><li>4. 12% of the students who enter the school year with a reading level between 4 and 7.9 as measured by the TABE and complete the school year will pass the official GED exam.</li><li>5. 65% of ELL students will progress at least 20% in English proficiency.</li><li>6. 95% of students who complete the school year will earn at least one of the following certifications: NCCER; RBI; MOS; or HVAC.</li><li>7. Students will learn to interact respectfully with peers and authority figures and develop conflict management skills.</li><li>8. 75% of students who graduate will be successfully placed either into the workforce or a postsecondary institution within three months of completing the school year.</li><li>9. 50% of students who take the pre- and post-assessment for EQ-I will advance at least 10 points in the effective range in at least two of the three identified low subscale areas according to the Five Areas of Interest from the initial Student Summary Report.</li></ol>

School Year	Criteria
	<ol style="list-style-type: none"> <li>10. Demonstrate sound financial practices and management and a stable foundation for the school.</li> <li>11. Develop partnerships with real estate agents, local developers, and other nonprofits to locate and secure construction projects.</li> <li>12. Students who complete the school year will complete all the work requirements for our housing related community service project each year.</li> <li>13. The school will have an excellent attendance rate that demonstrates that students want to come to school and have had success in overcoming barriers that have kept them away from school.</li> <li>14. Equip students with basic skills in business-related computer technology.</li> <li>15. Help students learn to communicate effectively by organizing their thoughts and expressing themselves in a clear and concise manner in both written and oral formats.</li> <li>16. Students will take advantage of leadership opportunities to build their skill levels along with a sense of ownership of the school.</li> <li>17. Provide instruction from highly qualified teachers and staff who embrace the school's philosophy and are committed to its mission.</li> <li>18. Develop and sustain a diverse and expert board of trustees to set school policy and oversee accountability.</li> <li>19. Match each student with a mentor who will regularly spend time with the student and serve as a caring adult and friend.</li> <li>20. Employ a social worker who will work individually with students to assess needs for services and referrals (in areas such as counseling, substance abuse treatment, assistance with child care, and housing).</li> </ol>

School Year	Criteria
<b>2015-16, 2016-17, 2017-18, 2018-19</b>	<p>Each year, the school will:</p> <ol style="list-style-type: none"> <li>1. 50% of Pre and Post Test ABE and ESL students' scores will increase by one or more National Reporting System - Educational Functioning Levels by the end of the program year.</li> <li>2. 65% (+/- 2 percentage points) of test takers who earn a "Likely to Pass" on the GED Ready exam in a subject area will earn a passing score on the GED Exam in that subject area.</li> <li>3. The percent of exiting students who enter employment or enter post-secondary education, first quarter after exit will be at least 48.8%.</li> <li>4. The percent of exiting students who retain employment or enter post-secondary education, third quarter after exit will be at least 59.3%.</li> <li>5. The in-seat attendance (ISA) rate for YouthBuild PCS will be at least 62.8%.</li> <li>6. The YouthBuild DC PCS retention rate will reach 60% in two of five years between SY15-16 and SY19-20, and it will not fall more than two points below the baseline year result of 55% in SY 2014-15.</li> </ol>

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

**B. Metrics and Business Rules.** The following metrics and business rules will be used to calculate whether the School Corporation has met its

goals and academic achievement expectations: All metrics and business rules apply to school years 2015-16, 2016-17, 2017-18, and 2018-19 unless otherwise stated.

SY 2015-16, SY 2016-17, SY 2017-18, and SY 2018-19 Charter Goals	Metric	Business Rules
<p>1. 50% of Pre and Post Test ABE and ESL students' scores will increase by one or more National Reporting System ("NRS") Educational Functioning Levels ("EFL") by the end of the program year.</p>	<p><b>SY 2015-16 and SY 2016-17</b></p> <p><b>Numerator</b> # of student scores in math and/or reading improving by one or more NRS Educational Functioning Levels</p> <p><b>Denominator</b> Total number of pre- and post-Tests of Adult Basic Education ("TABE") scores in English Language Arts ("ELA") and math )</p> <p>Plus</p> <p><b>Numerator</b> # of student scores in ESL students improving by one or more EFLs</p> <p><b>Denominator</b> Total number of ESL pre &amp; post-tests</p> <p><b>*100</b></p>	<p><b>SY 2015-16 and SY 2016-17</b></p> <ul style="list-style-type: none"> <li>- Only scores for students who take the TABE pre-test and post-test are included in the calculation for TABE scores.</li> <li>- Only scores for students who take the pre- and post-ESL test are included in the calculation for ESL scores</li> <li>- The participation rate for the pretest for this goal must be 85% of the official school enrollment. If the school does not have at least an 85% participation rate, this goal will be deemed unmet.</li> </ul>
	<p><b>SY 2017-18, 2018-19</b></p> <p><b>Numerator</b> # of student scores in math and/or reading improving by one or more NRS Educational Functioning Levels (EFL)</p> <p><b>Denominator</b> Total number of pre- and post-tests of CASAS scores in English Language Arts ("ELA") and math</p> <p>Plus</p>	<p><b>SY 2017-18, 2018-19</b></p> <ul style="list-style-type: none"> <li>- Only scores for students who take the CASAS pre-test and post-test are included in the calculation for CASAS scores with the exception being students who take and pass the GED subject test in that area (see below).</li> <li>- Only scores for students who take the pre- and post-ESL test are included in the calculation for ESL scores</li> </ul>

SY 2015-16, SY 2016-17, SY 2017-18, and SY 2018-19 Charter Goals	Metric	Business Rules
	<p><b>Numerator</b> # of student scores in ESL students improving by one or more EFLs as measured by the TABE Class E</p> <p><b>Denominator</b> Total number of ESL pre &amp; post-tests as measured by the TABE Class-E</p> <p><b>*100</b></p>	<ul style="list-style-type: none"> <li>- The participation rate for the pretest for this goal must be 85% of the official school enrollment. If the school does not have at least an 85% participation rate, this goal will be deemed unmet.</li> </ul> <p><b>SY 2017-18, 2018-19</b></p> <p><i>Per PMF business rule change</i></p> <p>Students are counted as meeting the student progress metric when:</p> <ul style="list-style-type: none"> <li>- Their post-test ABE or ESL EFL is greater than their pre-test ABE or ESL EFL, OR</li> <li>- They pass the GED Subject test during the program year and they do not post-test after passing said GED subject test.</li> </ul>
<p>2. 65% (+/- 2 percentage points) of GED Ready test takers who earn a “Likely to Pass” on the General Educational Development (“GED”) Ready exam in a subject area will earn a passing score on the GED Exam in that subject area.</p>	<p><b>Numerator:</b> The number of passing GED scores in reading, math, Social Studies or Science in the program year regardless of whether the student was enrolled at YouthBuild PCS at the time of taking the exam during that program year.</p> <p><b>Denominator:</b> The number of scores in the “Likely to Pass” range for reading, math, Social Studies or Science.</p> <p><b>*100</b></p>	<ul style="list-style-type: none"> <li>- Each student’s score only counts once for each subject area.</li> <li>- Each student only counts in the program year for which he/she took the GED Ready Exam at YouthBuild PCS.</li> <li>- A score will only be counted if it is at the GED “Likely to Pass” range as specified by the GED for each subject area.</li> <li>- A student may count for one subject area only (e.g. Student X may have a GED Ready “Likely to Pass” score for mathematics and a</li> </ul>

SY 2015-16, SY 2016-17, SY 2017-18, and SY 2018-19 Charter Goals	Metric	Business Rules
		<p>passing score on the GED for mathematics. Student X does not have a “Likely to Pass” score on the GED Ready for Language Arts. Student X mathematics score counts in the numerator and denominator).</p> <ul style="list-style-type: none"> <li>- Students may re-take the GED more than once to earn a passing score in the numerator.</li> <li>- Students who do not have a GED Ready “Likely to Pass” score and a GED score in a subject will not be included in the numerator or denominator</li> </ul>
<p>3. The percent of exiting students who enter employment or enter post-secondary education, first quarter after exit will be at least 48.8%.</p> <p>This represents the Tier 1 cut-off for this measure based on the 2015-16 Adult Education PMF business rules.</p>	<p>This goal will follow the AE PMF business rules in the PMF Technical Guide and Policy for the given year. The school agrees to use the most recent business rule as per the Guide.</p>	

SY 2015-16, SY 2016-17, SY 2017-18, and SY 2018-19 Charter Goals	Metric	Business Rules
<p>4. The percent of exiting students who retain employment or enter post-secondary education, third quarter after exit will be at least 59.3%.</p> <p>This represents the Tier 1 cut-off for this measure based on the 2015-16 Adult Education PMF business rules.</p>		<p>This goal will follow the AE PMF business rules in the PMF Technical Guide and Policy for the given year. The school agrees to use the most recent business rule as per the Guide.</p>
<p>5. The in-seat attendance (ISA) rate for YouthBuild PCS will be at least 62.8%.</p> <p>This represents the Tier 1 cut-off for this measure based on the 2015-16 Adult Education PMF business rules.</p>		<p>This goal will follow the AE PMF business rules in the PMF Technical Guide and Policy for the given year. The school agrees to use the most recent business rule as per the Guide.</p>
<p>6. The YouthBuild PCS retention rate, will reach 60% in two of five years between SY15-16 and SY19-20, and it will not fall more than two points below the baseline year result of 55% in SY 2014-15.</p>		<p>This goal is subject to the AE PMF business rules in the PMF Technical Guide and Policy for the given year. The school agrees to use the most recent business rule as per the Guide.</p>



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

**D.** The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 3.1 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by DC PCSB, or the manner in which the School will conduct district-wide assessments, if applicable, in accordance with DC PCSB's *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* and no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

## **SECTION 2. CHARTER AGREEMENT**

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

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

## **SECTION 3. OTHER PROVISIONS**

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

**3.2 Counterparts and Electronic Signature.** This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

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

**3.4 Assignment.** This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the

District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

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

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

**3.7 Construction.** This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

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

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

If to DC PCSB:

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

If to the School Corporation:

YouthBuild DC Public Charter School  
3220 16<sup>th</sup> St., NW  
Washington, DC 20010  
Attention: Jason Ellis, Head of School  
Jason.ellis@youthbuildpcs.org  
(202) 319-0141

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

**YOUTHBUILD DC PUBLIC CHARTER SCHOOL**

**DISTRICT OF COLUMBIA  
PUBLIC CHARTER SCHOOL BOARD**

By: \_\_\_\_\_



Steve Lanning

**YouthBuild DC PCS** Board Chair

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

4/22/19

By: \_\_\_\_\_



Rick Cruz

**DC PCSB** Board Chair

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