



# **2018-19 Five-Year Charter Review Report**

## **District of Columbia International School**

**February 25, 2019**

DC Public Charter School Board  
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## **BOARD VOTE AND KEY FINDINGS**

The District of Columbia Public Charter School Board (DC PCSB) staff has conducted a charter review of the District of Columbia International School (DCI), as required by the School Reform Act (SRA) and concludes that the school has met its goals and student academic achievement expectations. Staff recommended that the DC PCSB Board vote to continue the school, with a condition to report annually on its education program for English learners.

DCI is a local education agency (LEA) that is made up of a consortium of five existing public charter elementary schools that offer language immersion programs.<sup>1</sup> DCI operates a single campus which currently educates students in grades 6-11 and will grow to maturation in school year (SY) 2019-20 when it enrolls students in grades 6-12. The school chose the Performance Management Framework (PMF) for its goals and student academic achievement expectations.<sup>2</sup>

By adopting the PMF as its goals, DCI agreed to earn at least 50% on the PMF in two of the most recent five years and not less than 45% for any of the past five years. The school exceeded this target, never earning below 50% in any year of operation.

The school's PMF results are as follows:

<b>DCI- PMF Outcomes</b>				
	<b>2014-15</b> Grades 6-7	<b>2015-16</b> Grades 6-8	<b>2016-17</b> Grades 6-9	<b>2017-18</b> Grades 6-10
DCI (PK-8 Framework)	<b>N/A<sup>3</sup></b>	<b>Tier 1</b> 76.1%	<b>Tier 1</b> 76.8%	<b>Tier 1</b> 68.1%
DCI (High School Framework)	<b>N/A</b>	<b>N/A<sup>4</sup></b>	<b>N/A</b>	<b>Tier 1</b> 77.3%

The school has only received a PMF score on the high school framework for one year. Its performance on the high school framework will not be reviewed because the school's goal requires at least two years of data for the school to have met the goal. The school maintained well above a 50% every year that it received a score on the PK-8 framework, and despite an eight-point drop in the last year, consistently earned Tier 1 PMF status, the

<sup>1</sup> These five schools are: DC Bilingual Public Charter School (PCS), Elsie Whitlow Stokes PCS, Latin American Montessori Bilingual PCS, Mundo Verde PCS, and Washington Yu Ying PCS.

<sup>2</sup> DCI Revised Operator Direct Agreement, June 2015, Appendix A. All appendices may be found at <https://dcpcsb.egnyte.com/dl/iTX6j0beOC>.

<sup>3</sup> The school did not receive a PMF score or tier this year due to a change in the state assessment, and because 2014-15 was its first school year.

<sup>4</sup> DCI did not begin educating 10<sup>th</sup> grade students (required to earn a PMF score) until SY 2017-18.

highest rating on the PMF. This performance is notable as the school has maintained high PMF outcomes while adding high school grades and an International Baccalaureate (IB) program, which also performed at Tier 1 in its first year.

Student academic progress on the PMF is measured by student growth on the statewide Partnership for Assessment of Readiness for College and Careers (PARCC) assessment, which is given to students in grades 3 and higher. While the school has maintained above-average growth in math for the entire review period, the school fell behind slightly in English language arts (ELA) growth in the last year, meaning that students that year improved at an overall slower rate than their peers in other schools who started at similar achievement levels.

Student academic proficiency on the PMF is also measured by the PARCC assessment, and here the school has outpaced the state average every single year of the review period in both ELA and math.

While the school's students overall outpace their peers in ELA and math proficiency, the school's English learner (EL) population has recently fallen behind. This gap is important to note as 8.3% of the school's population was considered an EL in SY 2017-18. EL students at DCI have been below the state average in College and Career Ready proficiency in both ELA and math for the last three years. In SY 2017-18 the school also fell well behind the District average on the ACCESS assessment for English learners. While this is troubling, it should also be noted that DC PCSB staff's observation during the school's most recent Qualitative Site Review (QSR) found that, overall, the school's English learner program excelled at providing rigorous sheltered instruction.<sup>5</sup>

Separate and apart from the determination of the school's goal and academic achievement expectation attainment, DC PCSB staff determined that the school has not committed a violation of the law or material violation of its agreement, has adhered to generally accepted accounting principles (GAAP), and has not engaged in a pattern of fiscal mismanagement, and is economically viable.

Based on these findings, DC PCSB staff recommended that the Board vote to continue the school with the condition that the school report its progress on educating EL students every year in its annual report, displaying EL student achievement, ACCESS scores, and explaining what measures are being taken to improve EL student performance. On February 25, 2019, the DC PCSB Board voted 7-0 to continue the school's charter with this condition.

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<sup>5</sup> See DCI QSR Report, Appendix B.

## **CHARTER REVIEW STANDARD**

The SRA stipulates that DC PCSB “shall review [a school’s] charter at least once every [five] years.”<sup>6</sup> As part of this review, DC PCSB must determine whether:

- (1) The school committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities; and/or
- (2) The school failed to meet the goals and student academic achievement expectations set forth in its charter.<sup>7</sup>

If DC PCSB determines that a school has committed a violation of applicable law or a material violation of the terms of its charter, or has not met its goals and academic achievement expectations, it may, at its discretion, revoke the school’s charter, or grant the school a conditional continuance.

Additionally, there is a fiscal component to the charter review. DC PCSB is required by the SRA to revoke a school’s charter if DC PCSB determines in its review that the school: (1) has engaged in a pattern of nonadherence to generally accepted accounting principles, (2) has engaged in a pattern of fiscal mismanagement, and/or (3) is no longer economically viable.<sup>8</sup>

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<sup>6</sup> D.C. Code § 38-1802.12(a)(3).

<sup>7</sup> D.C. Code § 38-1802.13(a).

<sup>8</sup> D.C. Code § 38-1802.13(b).

## **BACKGROUND INFORMATION ABOUT SCHOOL**

### **School Overview**

DCI began when a group of elementary school leaders from dual-language and bilingual public charter schools came together to bring a comprehensive multi-language IB high school to the District of Columbia. These schools amended their charters to adopt identical mission statements, goals, curricula, and educational philosophies for the combined program and applied to DC PCSB to establish DCI as one jointly operated school.<sup>9</sup> DCI would be operated by a new non-profit charter management organization, formed and overseen by the aforementioned public charter schools. The intention of this new program was to allow students to continue their dual language education throughout their PK3-12 career, as well as to offer an IB program. This was reflected in DC PCSB's first operator agreement with these schools to operate DCI.<sup>10</sup> At that time, DC PCSB did not have the authority under the law to grant this consortium of schools a charter to operate a joint program.

DC PCSB worked with the schools and the District of Columbia City Council, which, in the "Fiscal Year 2015 Budget Support Act of 2014," authorized DC PCSB to approve "one joint program" wherein two or more existing public charter schools that have adopted common missions, goals, educational philosophy and curricula combine to create a jointly operated middle and high school.<sup>11</sup> DC PCSB then came to a revised agreement with the schools that this one joint program would be DCI.<sup>12</sup> DCI has the same duties, powers, and responsibilities as a public charter school, is funded as a public charter school, and is treated as an LEA under federal and local law.<sup>13</sup>

DCI began operation in 2014 under authorization from DC PCSB, opening with grades 6-7.<sup>14</sup> The school has grown by one grade every year, and today it serves 1,049 students in grades 6-11 at its single facility in Ward 4. Beginning in SY 2019-20, DCI will educate students through grade 12. The school's mission is as follows:

[T]o inspire inquiring, knowledgeable and caring young people in partnership with their families and communities. These students will create a more socially just and sustainable world through global awareness and understanding, language fluency and cultural competence, and a commitment to lifelong learning.

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<sup>9</sup> See Board Proposal, Charter Amendment Request: Grade Expansion and Contract with District of Columbia International School, June 2013, Appendix C

<sup>10</sup> See DCI Operator Direct Agreement, June 2014, Appendix D.

<sup>11</sup> See DC Code § 38-1802.01(c-1).

<sup>12</sup> DCI Revised Operator Direct Agreement, June 2015, Appendix A.

<sup>13</sup> See DC Code § 38-1802.01(c-1).

<sup>14</sup> DCI Revised Operator Direct Agreement, June 2015, Appendix A.

DCI is a jointly operated school that is comprised of five member schools listed in footnote one. DCI is recognized as the “one joint program” which DC PCSB is authorized to approve.<sup>15</sup> Throughout the school’s early operations, the school’s board was comprised of its member schools. In SY 2014-15 the member schools transitioned off of the board and DCI is now governed by its own board like any other charter school.

Students matriculating from the highest grade of a member school have the right to attend DCI without participating in the enrollment lottery.<sup>16</sup> Per its agreement, each member school has the right to a specified number of seats, and, if there are more students feeding from a member school than there are seats, these seats are awarded through a lottery. The seats reserved at DCI per member school are as follows:

<b>Member School</b>	DC Bilingual	EW Stokes	LAMB	Mundo Verde	Washington Yu Ying
<b>Seats</b>	50	40	50	70	70

The school has thus far been able to accommodate all students from all member schools within its enrollment ceiling and has been able to provide appropriate facilities for incoming students, in addition to having space to admit students applying from schools other than the five member schools. However, most of the member schools have expanded since the formation of DCI, and those that have not yet expanded have indicated they plan to do so in the future. Most recently, E.W. Stokes PCS expanded to offer a campus in Ward 7, the first dual-language public charter school to operate East of the Anacostia River. These expansions typically begin in lower grades, meaning that larger matriculating classes can be foreseen in a few years. Therefore, it is likely that in the next several years, DCI will need to expand its current program to be able to enroll all rising 6<sup>th</sup> graders from its member schools and accept students from outside the member schools. The school originally operated three small facilities in Ward 1 before it moved to its permanent location at Walter Reed facility in Ward 4, where it has operated since SY 2017-18.<sup>17</sup>

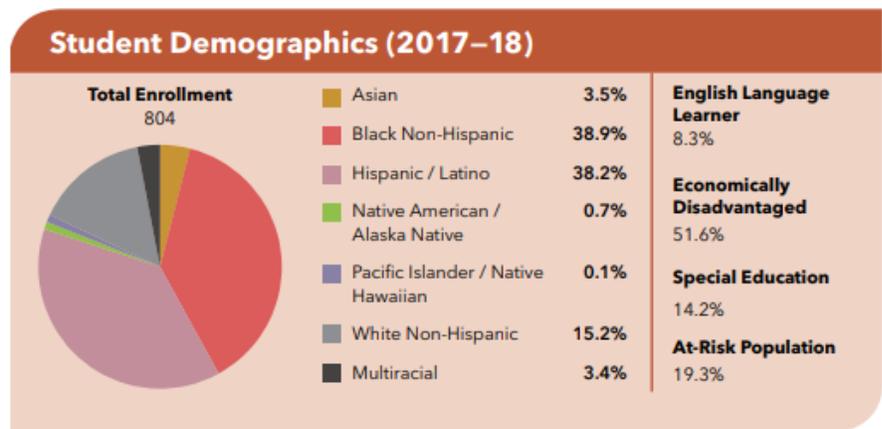
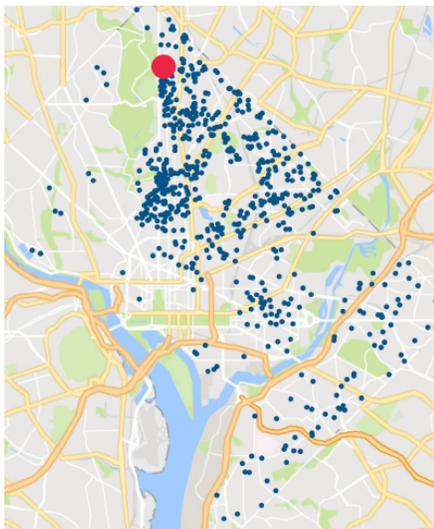
DCI is an IB World School that offers language immersion and instruction in Chinese, French, and Spanish. DCI offers the IB Middle Years Programme for grades 6-10. For grades 11-12, DCI offers the IB Diploma Programme and Career Certificate. DCI achieves a 1:1 student to technology ratio by giving every student a Chromebook that he or she can take home after school and keep over the summer.

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<sup>15</sup> See Board Proposal Recognition of DCI as the “One Joint Program,” July 21, 2014, Appendix E.  
<sup>16</sup> A 2014 amendment to the SRA authorizes DC PCSB to approve one joint program when two or more existing public charter schools that have adopted common missions, goals, educational philosophies, and curricula wish to create a jointly operate middle and high school, D.C. Code § 38-1802.01(c-1).  
<sup>17</sup> Board Proposal, Operator Direct Agreement Amendment: DCI, Relocation, September 2016, attached to this report as Appendix F.

**Enrollment and Demographic Trends**

The tables below show the school’s enrollment and demographics. The school currently enrolls 1,049 students, of whom about 40% are Black, 40% are Hispanic/Latino, and 15% White. In SY 2017-18 half of the school’s population was economically disadvantaged. As mentioned above, the school also enrolls a relatively high number of ELs. In SY 2017-18, 68 of its students identified as needing English language instruction. The map below shows where DCI’s students live in relation to the school, which is marked by a large red dot. Each student is represented by a blue dot for SY 2017-18. As the map below shows, students attending DCI come from every ward of the city.



The school’s enrollment has climbed each year commensurate with its expanding grade span. Over the years school’s actual enrollment has fallen one to six percent below its enrollment projections until the current school year when it was 15% higher than expected. Consistent with the school’s expansion, the school’s enrollment ceiling has also climbed, and will continue to climb until it reaches 2,156 in 2023-24.

DCI - Enrollment					
School Year	2014-15	2015-16	2016-17	2017-18	2018-19
Grade Levels	6-7	6-8	6-9	6-10	6-11
Audited Enrollment	210	404	520	804	1,049 <sup>18</sup>
Enrollment Projections	215	410	554	820	900
Enrollment Ceiling	215	415	609	886	1213

<sup>18</sup> Unaudited.

<b>DCI – Enrollment by Grade</b>					
<b>School Year</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19<sup>19</sup></b>
<b>6</b>	118	179	146	243	260
<b>7</b>	92	124	168	182	227
<b>8</b>		101	116	170	189
<b>9</b>			90	125	185
<b>10</b>				84	113
<b>11</b>					75

**Communications with School**

On April 12, 2018 DC PCSB staff met with school leaders at DCI to discuss its review. Staff provided the school with a chart similar to the one in the “Key Findings” section above showing its PMF performance for the past few years and informed the school that the target it must meet in SY 2017-18 to meet its goals is at least 45% on the PK-8 PMF.

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<sup>19</sup> Unaudited.

## **SECTION ONE: GOALS AND ACADEMIC ACHIEVEMENT EXPECTATIONS**

The SRA requires DC PCSB to review whether a school has met its goals and academic achievement expectations at least once every five years. Goals and academic achievement expectations are considered part of the review analysis only if they were included in a school’s charter or charter amendment approved by the DC PCSB Board.

DCI adopted as its goals and academic achievement expectations the *Elect to Adopt the PMF as Charter Goals Policy*<sup>20</sup> and three mission-specific goals in June 2014 and has not updated its goals since.

There are currently four PMF frameworks. DCI was measured using the PK-8 framework until SY 2017-18 when the school began educating 10<sup>th</sup> grade students, the grade at which PARCC is administered, for the first time in high school. Thus, DCI received its first high school score and tier in SY 2017-18 and is now measured using both the PK-8 and High School Frameworks. Because DCI’s goal requires that it earn at least 50% in two years, the goal can only be evaluated if two years of scores are available, so the school’s performance on the High School Framework will not be evaluated. The school’s performance on the High School Framework for SY 2017-18 is included for informational purposes only. These frameworks use common measures across schools serving similar grades to measure school quality. The PMF has four components, three of which are: student academic progress in ELA and math, student academic achievement in ELA and math, and student environment measures divided among attendance and re-enrollment rates. The fourth component, referred to as Gateway, is included on both frameworks and is designed to predict future educational success. The High School PMF also includes measures of outcomes that align to college and career readiness under the Gateway category. These measures are detailed further in “Student Academic Achievement and Progress Measures” below.

The chart below summarizes DC PCSB’s determinations of whether the school’s academic program met its respective goals and academic achievement expectations. These determinations are further detailed in the body of this report.

<b>Goals and Academic Expectations</b>	<b>Met?</b>
<b>At the five-year review, DCI will earn at least 50% on the PMF in two of the most recent five years and not less than 45% for any of the past five years.</b>	<b>Met</b>

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<sup>20</sup> Please see the *Elect to Adopt the PMF as Charter Goals Policy* attached as Appendix G.

**1. At the five-year review, DCI will earn at least 50% on the PMF in two of the most recent five years and not less than 45% for any of the past five years.**

Assessment: **DCI met this goal.** DCI Middle School scored above 50% during every year of the review period, scoring as high as 76.8% in SY 2016-17. The school significantly surpassed its goal since opening in SY 2014-15. DCI’s High School does not currently have two years of data as required by the goal, and thus it is not evaluated as a part of this goal assessment. DCI High School data is displayed below for reference only<sup>21</sup>.

<b>DCI – PMF Outcomes</b>				
	<b>2014-15</b> Grades 6-7	<b>2015-16</b> Grades 6-8	<b>2016-17</b> Grades 6-9	<b>2017-18</b> Grades 6-10
DCI (PK-8 Framework)	<b>N/A</b> <sup>22</sup> PMF not scored or tiered	<b>Tier 1</b> 76.1%	<b>Tier 1</b> 76.8%	<b>Tier 1</b> 68.1%
DCI (High School Framework)	<b>N/A</b> <sup>23</sup>	<b>N/A</b>	<b>N/A</b>	<b>Tier 1</b> 77.3%

**Mission Specific Goals**

Per the school’s operator direct agreement, the school’s standard for review is based solely on its PMF goal. However, the school’s agreement also includes additional mission-specific goals which are explained below. While these goals do not affect the school’s goal attainment determination for the purpose of review, they are included for informational purposes. Note that some of these goals are not applicable yet because the school has not yet had a graduating high school class.

**2. Achieving International Baccalaureate (IB) Candidate Status by SY 2020-21.**

Assessment: **DCI met this goal.** The school received its final authorization letter<sup>24</sup> from the International Baccalaureate Organization on May 31, 2018. The school is authorized for three programs: Middle Years Programme (MYP), IB Diploma Programme, and the Career Programme (CP).

<sup>21</sup> Given DCI began serving high school grades in SY 2016-17, DC PCSB is unable to assess the school’s goal attainment for its high school because DC PCSB requires at least two PMF scores to determine if the school has met its goal for the high school. Therefore, all mention of the high school’s performance in this report is display-only.

<sup>22</sup> The school did not receive a PMF score or tier this year due to a change in the state assessment, and because 2014-15 was its first school year.

<sup>23</sup> DCI did not begin educating 10<sup>th</sup> grade students (required to earn a PMF score) until SY 2017-18.

<sup>24</sup> See IB Authorization Letter, Appendix H.

**3. Language: Students will be assessed in accordance with ACTFL standards and benchmarking. At least 50% of students who are continuing their language education from Elementary School will be on track to achieve the ACTFL Advanced Middle to High Standards, as indicated by the STAMP 4 assessment, by graduation. At least 50% of students who are either new to DCI or who switch their target language will be on track to achieve ACTFL Intermediate status, as indicated by the STAMP 4 assessment, by graduation.**

Assessment: DCI will not have a graduating class until 2020, thus **this goal cannot be evaluated this review period.**

**4. 50% of students with disabilities and 50% of English Language Learners will earn the MYP certificate in tenth grade and either the IBCC or DP in the twelfth grade.**

Assessment: DCI will not have a graduating class until 2020 and provided sufficient evidence that **this goal cannot be evaluated during the review period.** Until the school grows to the twelfth grade, the goal cannot be fully assessed. Additionally, the school has provided evidence that the International Baccalaureate Organization could not deliver on a promise that the MYP eAssessment platform would work with the school-provided laptops which run Google Chrome OS.<sup>25</sup> Without Chrome OS support, the school is unable to produce the certificates required to evaluate this goal.

### **Student Academic Achievement and Progress Measures**

The school's middle school PMF scores are based on the following:

- Proficiency rates in ELA and math on the statewide assessment (the PARCC test) taken by 6<sup>th</sup> through 8<sup>th</sup> graders.
- Academic growth from one year to the next on the PARCC as measured by the Median Growth Percentile (MGP), which assesses the relative year-to-year progress made by individual students at a school. The MGP included in this review is the two-year weighted average as displayed on the PMF.
- School environment measures, including attendance rates and re-enrollment rates.

The school's high school PMF scores are based on the following:

- Proficiency rates in ELA and math on the statewide assessment (the PARCC test) taken by 10<sup>th</sup> graders.
- Academic growth from 8<sup>th</sup> to 10<sup>th</sup> grade on the PARCC as measured by the MGP, which assesses the relative year-to-year progress made by individual students at a school. The MGP included in this review is the two-year weighted average as displayed on the PMF.<sup>26</sup>

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<sup>25</sup> See eAssessment Letter, Appendix I.

<sup>26</sup> MGP for the High School Framework has been unavailable from OSSE until SY 2017-18.

- Gateway outcomes aligned to college and career readiness measured by graduation rate, PSAT performance, SAT/ACT performance, college acceptance rates, achievement in Advanced Placement, International Baccalaureate, or dual enrollment programs, and achievement in career and technical education (CTE) programs.
- School environment measures, including attendance rates, re-enrollment rates, and 9<sup>th</sup> graders on track to graduate.

**Proficiency:** These charts display the results from the state assessments. In SY 2014-15, the state switched to the PARCC assessment. To allow schools an opportunity to adjust to the new assessment, SY 2014-15 PARCC outcomes that are lower than the state average will not be included in charter review analyses regarding goal attainment.

**Median Growth Percentile:** An MGP of 50 indicates that a school's students have average year-to-year growth in a subject, as compared to other DC students in the same grades and with the same initial state assessment performance. An MGP above 50 indicates that the school's students have above-average year-to-year growth, while an MGP below 50 indicates below-average growth.

Many charts are color coded. Please use the following key:

KEY for Campus Rate Data Charts	
<b>3+</b>	<ul style="list-style-type: none"> <li>• A PARCC score of 3 = Approaching College and Career Ready</li> <li>• 3+ denotes the percentage of students who obtained a 3, 4, or 5 on the PARCC</li> </ul>
<b>4+</b>	<ul style="list-style-type: none"> <li>• A PARCC score of 4 = College and Career Ready</li> <li>• 4+ denotes the percentage of students who obtained a 4 or 5 on the PARCC</li> <li>• 4+ is considered to be proficient</li> </ul>
<b>n-size</b>	Number of students who took the state assessment at this school
<b>Green</b>	<ul style="list-style-type: none"> <li>• Greater than or equal to the state average or charter sector average of the same grade band</li> </ul>
<b>Red</b>	<ul style="list-style-type: none"> <li>• Less than the state average or charter sector average of the same grade band</li> </ul>
<b>No Shading</b>	<ul style="list-style-type: none"> <li>• Data from 2014-15, when the state transitioned to PARCC and the school performed below the state average. (Note – as stated above, if the school did better than the state average, this is colored green.)</li> <li>• HS Only – Data from 2017-18 when the school performed below the state average (Note – as stated above if the school did better than the state average, this is colored green)</li> <li>• HS Only – Consortium MGP data in 2017-18 was optional for the school to include on the PMF. (Note – as stated above, if the school did better than the consortium average, this is colored green.)</li> </ul>

## **English Language Arts (ELA)**

DCI Middle School's performance in ELA has significantly outpaced the sector average and that success has consistently continued at the high school level. The school's overall proficiency rates have been well above the city's average in all years of the review period. In addition to having high proficiency rates, the middle school has also demonstrated an ability to show growth, earning an MGP of 63.1 and 56.6 in SY 2015-16 and SY 2016-17, respectively. The school declined to an average MGP of 45.1 in SY 2017-18, however. Embedded in the results is an achievement gap for English learners, who not only score below the school's average in proficiency, but also below the city's average for ELs. More troubling is that this group also has an MGP below 50 for every year of the review, earning an MGP of just 35 in the most recent year. While not part of the assessment of the school's goals, looking at WIDA ACCESS data can shed some light into the experience of ELs at a school. Therefore, at the end of this section, a description of the school's performance on this assessment is included. The school's ELs underperform the city average.

### DCI Middle School ELA Proficiency and Growth (Grades 6-8)

DCI Middle School's overall proficiency rates in ELA have significantly outperformed the state average each year of the review period for both approaching college and career ready and above (level 3+) and college and career ready and above (level 4+). Since PARCC testing began in SY 2014-15, the school has consistently improved its performance in level 3+ and 4+ as well. The school improved 17.1 percentage points from SY 2014-15 to SY 2015-16 among test-takers scoring level 4+, and in SY 2017-18, the school outperformed the state average by nearly 24 percentage points among level 3+ test-takers. Because of the strong growth from SY 2014-15 to SY 2015-16, the school saw its highest MGP of 63.1 in SY 2015-16.

The school's growth began to slow in SY 2017-18 when MGP values for nearly every subgroup fell below 50. As mentioned above, the school's English learners have consistently underperformed the state in both proficiency and growth since SY 2015-16. While students with disabilities also had an MGP below 50 for all years of the review period, the proficiency rates for both level 3+ and 4+ have consistently been above the city's average for this subgroup, showing signs of the school offering a comprehensive program for these students. This is also confirmed by our QSR results which found that "Overall, the school's special education program successfully supports the needs of students with significant disabilities by providing them with meaningful accommodations and modifications in a self-contained setting."<sup>27</sup> Another subgroup with strong results is at-risk. The school has just under 20% of its population at-risk and these students have outperformed the state average for at-risk students every year of the review period, with level 4+ rates that are roughly double the state average. Notably, the school's black-white achievement gap is far smaller than the city average.

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<sup>27</sup> See DCI QSR Report, Appendix B.

**District of Columbia International School  
ELA Proficiency Grades 6-8**

		2014-2015 PARCC		2015-2016 PARCC		2016-2017 PARCC		2017-2018 PARCC	
		School	State	School	State	School	State	School	State
All	% 3 +	62.7	47.8	75.1	51.8	77.5	53.9	82.1	58.2
	% 4 +	34.8	24.2	51.9	27.3	55.0	30.2	57.0	34.5
	<i>denominator</i>	201		389		418		575	
Black Non-Hispanic	% 3 +	52.2	40.5	74.8	45.3	76.9	46.8	81.0	51.2
	% 4 +	32.8	16.5	44.2	19.5	49.7	21.8	51.1	25.7
	<i>denominator</i>	67		147		143		231	
Hispanic / Latino	% 3 +	63.1	52.1	68.0	53.2	68.1	56.1	72.9	61.3
	% 4 +	26.2	22.6	46.4	27.0	42.8	29.8	44.8	35.0
	<i>denominator</i>	84		153		166		203	
White	% 3 +	84.6	93.1	94.3	91.0	97.0	92.9	98.0	94.6
	% 4 +	65.4	82.7	75.5	77.9	86.4	82.1	84.8	85.7
	<i>denominator</i>	26		53		66		99	
Asian	% 3 +	N/A	78.9	81.8	81.2	81.8	85.5	87.5	92.3
	% 4 +		53.8	72.7	56.0	72.7	65.2	68.8	77.5
	<i>denominator</i>	<i>n &lt; 10</i>		11		11		16	
Multiracial	% 3 +	78.6	83.3	85.0	80.7	92.3	85.2	100.0	85.1
	% 4 +	50.0	62.4	80.0	65.5	80.8	65.9	90.9	70.5
	<i>denominator</i>	14		20		26		22	
English Learner	% 3 +	32.7	28.0	29.5	28.5	27.3	31.2	34.8	35.2
	% 4 +	6.1	8.8	8.2	9.5	2.3	12.3	10.9	13.5
	<i>denominator</i>	49		61		44		46	
Students with Disabilities	% 3 +	23.7	12.5	36.2	15.3	41.8	16.8	50.0	17.9
	% 4 +	5.3	4.0	15.9	4.5	19.4	5.2	20.5	5.4
	<i>denominator</i>	38		69		67		78	
Male	% 3 +	56.9	39.8	69.9	43.0	73.0	44.9	75.8	49.9
	% 4 +	29.4	19.1	45.2	21.3	50.0	23.2	49.8	27.9
	<i>denominator</i>	102		186		196		281	
Female	% 3 +	68.7	55.9	79.8	60.6	81.5	62.9	88.1	66.6
	% 4 +	40.4	29.3	58.1	33.3	59.5	37.3	63.9	41.2
	<i>denominator</i>	99		203		222		294	
At-Risk	% 3 +			56.4	37.8	61.6	39.5	64.0	45.2
	% 4 +			26.9	13.8	34.2	15.8	37.2	19.2
	<i>denominator</i>			78		73		86	

<b>District of Columbia International School ELA MGP Grades 6-8</b>				
	2014-2015	2015-2016	2016-2017	2017-2018
All	47.0	63.1	56.6	45.1
Black Non-Hispanic	44.0	59.3	53.8	44.4
Hispanic / Latino	41.0	59.3	53.7	41.6
White	60.0	75.9	65.6	50.0
Asian	n < 10	67.9	69.0	47.3
Multiracial	55.0	74.9	64.4	58.7
English Learner	29.0	43.2	45.8	35.0
Students with Disabilities	36.0	45.0	43.5	41.0
Male	39.5	56.6	54.9	44.0
Female	56.0	67.7	56.9	46.4
At-Risk		62.5	51.5	44.5

DCI High School ELA Proficiency and Growth (Grade 10)

As noted above, DCI began educating students through the tenth grade in SY 2017-18, which corresponds with the same year growth on the state assessment became available at the high school level. This data is not a part of the school’s goal determination for its five-year review but included for reference only. DCI performed above the state average for test-takers scoring level 3+ in every subgroup, outperforming the state average for all test-takers by 18.7 percentage points. The school also did well among those scoring level 4+, having outperformed the state average in all but two subgroups. However, growth was weak for DCI’s high school, with MGP falling well below 50 for all students and below 50 in every subgroup.<sup>28</sup>

<sup>28</sup> High school MGP measures students’ growth compared to academically similar students across the PARCC consortium.

District of Columbia International High School - ELA Proficiency Grade 10 <sup>29</sup>			
		2017-2018 PARCC	
		School	State
All	% 3 +	65.4	46.7
	% 4 +	43.2	29.3
	<i>denominator</i>	81	
Black Non-Hispanic	% 3 +	57.9	41.6
	% 4 +	42.1	22.7
	<i>denominator</i>	38	
Hispanic / Latino	% 3 +	62.1	41.5
	% 4 +	34.5	24.6
	<i>denominator</i>	29	
White	% 3 +	100.0	91.7
	% 4 +	72.7	83.1
	<i>denominator</i>	11	
Students with Disabilities	% 3 +	27.3	13.8
	% 4 +	0.0	3.8
	<i>denominator</i>	11	
Male	% 3 +	67.4	36.8
	% 4 +	39.5	22.7
	<i>denominator</i>	43	
Female	% 3 +	63.2	56.8
	% 4 +	47.4	35.9
	<i>denominator</i>	38	
At-Risk	% 3 +	43.5	31.0
	% 4 +	26.1	15.8
	<i>denominator</i>	23	

District of Columbia International High School - ELA MGP Grade 10	
	2017-2018
All	32.5
Black Non-Hispanic	23.0
Hispanic / Latino	43.0
White	49.0
Students with Disabilities	40.0
Male	40.0
Female	25.0
At-Risk	29.0

### English Learner Achievement

During SY 2017-18, DCI enrolled the following number and percentage of English learner students. Because English learner enrollment exceeded 10 students, DC PCSB conducted QSR observations of English learner classrooms, and OSSE reported on ACCESS growth, according to the business rules of the STAR Framework.

DCI 2017-18 English Learner Enrollment	
Number	Percent
67	8.3

### Implementation of English Language Acquisition Model

According to the questionnaire that DCI completed prior to QSR observations, the school uses a hybrid English language acquisition model that is comprised of inclusion and

<sup>29</sup> English learner n-size is less than 10 and is therefore not displayed.

collaborative teaching, a bilingual program, and sheltered instruction. Reviewers looked for evidence of the implementation of this model. As detailed in the QSR report,<sup>30</sup> overall, the school’s English learner program excelled at providing rigorous sheltered instruction; nonetheless, instruction in bilingual and collaborative settings did not consistently engage students in learning.

2017-18 ACCESS Growth

ACCESS for English Language Learners (ELLs) 2.0 is DC’s annual English language proficiency assessment for grades K-12. The test measures the English language development of students identified as English learners across four domains: listening, reading, speaking, and writing. Students identified as English learners must test every year until they score a Level 5, which indicates English language proficiency. In its STAR Framework, OSSE calculates the percentage of English learners making progress in achieving English language proficiency as measured by their performance on the ACCESS for ELLs 2.0 test. This data was not reported publicly prior to this year. In SY 2017-18, DCI scored nearly 20 percentage points below the state average on the middle school framework.

<b>DCI</b>	
<b>2017-18 ACCESS Growth</b>	
<b>Percent of English Learners Meeting Growth to Proficiency Targets</b>	
<b>School</b>	<b>State</b>
26.1	45.1

**Math**

DCI Middle School performed just as well in math as in ELA, with the school outperforming the state average every year of the review period and never having an MGP fall below 50. The school’s consistent MGPs of 50 and above earned the school over 10 points alone on the PMF each year, contributing to its status as a Tier 1 school. While the High School’s math performance did not mirror its strong position in ELA, it still performed above the state average overall and demonstrated success carrying over from the middle school program. DCI is well positioned to post strong math performance in the school years to come. While better performing than in ELA, the group of students who show lower than average performance is English learners. The students not only have lower than city-average proficiency rates for the past two years but also MGPs below 50 in the most recent year.

As with ELA, the school’s black-white achievement gaps is far smaller than the DC average.

<sup>30</sup> See Appendix B for the DCI QSR report.

### DCI Middle School Math Proficiency and Growth (Grades 6-8)

Similar to ELA, DCI Middle School has outpaced the state average every year of the review period for test-takers scoring both level 3+ and level 4+ in math. In SY 2016-17, the school scored nearly 30 percentage points higher than the state average in level 3+ overall, and 30.4 percentage points higher among students with disabilities. Unlike in ELA, the school has seen an overall MGP above 50 every year of the review period in math. Growth has slowed somewhat in recent years, but the school continued to show above-average growth among Black non-Hispanic students (40% of the test-taking population) in SY 2017-18 with an MGP of 56.2. The school also struggled with English learners in math, falling below the state average in level 3+ and level 4+ in SY 2016-17 and SY 2017-18. White students fell 3.4 points below the state average in SY 2017-18 for those students testing at level 4+.

**District of Columbia International School  
Math Proficiency Grades 6-8**

		2014-2015 PARCC		2015-2016 PARCC		2016-2017 PARCC		2017-2018 PARCC	
		School	State	School	State	School	State	School	State
All	% 3 +	62.6	42.0	67.4	41.2	73.5	44.1	72.9	46.9
	% 4 +	31.0	17.4	34.4	17.6	41.1	20.1	40.7	23.2
	<i>denominator</i>	203		389		431		575	
Black Non-Hispanic	% 3 +	56.7	36.4	63.3	34.9	74.0	36.9	70.6	39.4
	% 4 +	28.4	12.5	27.2	12.0	34.7	13.4	31.2	15.8
	<i>denominator</i>	67		147		150		231	
Hispanic / Latino	% 3 +	61.2	46.1	58.2	45.5	59.8	47.5	60.6	51.3
	% 4 +	18.8	16.8	24.8	16.7	26.6	19.0	31.5	23.3
	<i>denominator</i>	85		153		169		203	
White	% 3 +	76.9	87.7	90.6	88.3	94.1	89.9	96.0	92.3
	% 4 +	65.4	65.4	66.0	67.7	72.1	69.4	71.7	75.1
	<i>denominator</i>	26		53		68		99	
Asian	% 3 +	N/A	76.4	100.0	78.7	100.0	86.0	87.5	91.1
	% 4 +	N/A	49.1	81.8	55.5	75.0	61.6	50.0	68.7
	<i>denominator</i>	<i>n &lt; 10</i>		11		12		16	
Multiracial	% 3 +	78.6	75.3	90.0	78.6	96.2	81.4	90.9	76.3
	% 4 +	42.9	50.7	50.0	51.6	73.1	58.8	72.7	57.6
	<i>denominator</i>	14		20		26		22	
English Learner	% 3 +	36.7	29.7	26.2	25.3	15.9	27.3	21.7	32.6
	% 4 +	10.2	10.1	6.6	8.1	2.3	9.9	6.5	10.1
	<i>denominator</i>	49		61		44		46	
Students with Disabilities	% 3 +	31.6	11.7	33.3	13.0	44.8	14.4	39.7	14.2
	% 4 +	13.2	2.7	10.1	2.9	13.4	4.0	11.5	3.8
	<i>denominator</i>	38		69		67		78	
Male	% 3 +	57.3	38.3	66.7	38.6	72.4	40.1	72.6	44.1
	% 4 +	30.1	15.9	38.7	16.0	42.9	17.8	42.3	21.9
	<i>denominator</i>	103		186		203		281	
Female	% 3 +	68.0	45.6	68.0	43.9	74.6	48.2	73.1	49.9
	% 4 +	32.0	19.0	30.5	19.2	39.5	22.5	39.1	24.7
	<i>denominator</i>	100		203		228		294	
At-Risk	% 3 +			53.8	28.5	56.0	30.2	45.3	33.2
	% 4 +			14.1	8.4	24.0	9.6	16.3	11.5
	<i>denominator</i>			78		75		86	

<b>District of Columbia International School</b>				
<b>Math MGP Grades 6-8</b>				
	2014-2015	2015-2016	2016-2017	2017-2018
All	54.0	58.0	57.4	52.7
Black Non-Hispanic	45.5	52.4	56.8	56.2
Hispanic / Latino	54.0	56.6	51.7	46.0
White	87.0	70.8	61.7	58.8
Asian	n < 10	65.8	62.8	44.1
Multiracial	49.0	67.3	74.0	74.9
English Learner	44.0	52.7	50.4	37.3
Students with Disabilities	42.0	46.8	46.8	51.9
Male	47.0	55.4	55.9	49.9
Female	59.5	59.8	58.4	56.4
At-Risk		54.5	49.8	40.8

DCI High School Math Proficiency (Grade 10)

As noted above, DCI began educating students through the tenth grade in SY 2017-18. The school's math MGP was unavailable due to the limited cohort size of the test progression from grade 8 math to Integrated Math II, the school's selected state math test. This data is not a part of the school's goal determination for its five-year review but included for reference only. Overall, the school performed 0.3 percentage points above the state average in both level 3+ and 4+. Low performance among white and at-risk students contributed to the school only slightly outperforming the state-average.

District of Columbia International High School Math Proficiency Grade 10 <sup>3132</sup>			
		2017-2018 PARCC	
		School	State
All	% 3 +	42.9	42.6
	% 4 +	21.4	21.1
	<i>denominator</i>	84	
Black Non-Hispanic	% 3 +	38.9	33.6
	% 4 +	11.1	11.2
	<i>denominator</i>	36	
Hispanic / Latino	% 3 +	27.6	39.0
	% 4 +	17.2	16.8
	<i>denominator</i>	29	
White	% 3 +	76.9	90.9
	% 4 +	46.2	74.1
	<i>denominator</i>	13	
Students with Disabilities	% 3 +	9.1	10.8
	% 4 +	0.0	1.7
	<i>denominator</i>	11	
Male	% 3 +	46.2	38.8
	% 4 +	17.9	18.7
	<i>denominator</i>	39	
Female	% 3 +	40.0	46.4
	% 4 +	24.4	23.5
	<i>denominator</i>	45	
At-Risk	% 3 +	19.0	24.6
	% 4 +	4.8	6.1
	<i>denominator</i>	21	

### High School PMF Metrics

The following table details how DC PCSB measures high school metrics on the PMF. Because DCI has yet to have a twelfth-grade graduating class, the school was only measured using the ninth grade on track indicator in SY 2017-18.

<sup>31</sup> All high school data described in this report is display only, and therefore only categories that exceed the state average are shaded.

<sup>32</sup> English learner n-size is less than 10 and is therefore not displayed.

Indicator	Notes
Ninth grade students on track to graduate	DC PCSB calculates the percentage of ninth grade students earning enough credits to be on track to meet OSSE/LEA graduation requirements in four years.
PSAT	DC PCSB calculates the percentage of eleventh grade students scoring a combined score of at least 80 on the PSAT.
SAT	DC PCSB calculates the percentage of twelfth grade students scoring at least 800 on the SAT (math plus critical reading score) or 16 on the ACT.
Advanced Placement (AP), International Baccalaureate (IB), dual enrollment	DC PCSB calculates this rate by dividing the number of passing AP/IB exams and dual enrollment courses by the number of twelfth grade students.
High school graduation rate	DC PCSB calculates an adjusted cohort graduation rate by dividing the number of graduating seniors by the number of students who started in the cohort's ninth grade class.
College acceptance	DC PCSB measures the percentage of twelfth grade students accepted in a full-time college program.

Ninth Grade Students on Track to Graduate

In SY 2017-18, 92.4% of ninth grade students were on track to graduate at DCI High School—a rate 7.7 percentage points above the sector average. Given DCI only has one year of data for this metric, DC PCSB could not disaggregate this metric by subgroup.

District of Columbia International PCS - High School Gateway Rates		
Measure	2017-18	
	School	Charter Sector
9th Grade on Track	92.4	84.7
	<i>118</i>	

**School Environment Measures**

School environment measures in-seat attendance and re-enrollment for middle and high school.

In-Seat Attendance

DC PCSB measures In-Seat Attendance (ISA). DCI maintained ISA rates above the charter sector average every year of the review period at both its middle and high school. The middle school maintained a particularly high ISA rate during its first year of operation in SY 2014-15 at 95.6%.

District of Columbia International School In-Seat Attendance								
	2014-15		2015-16		2016-17		2017-18	
	School	Charter Sector						
Grades 6-8	95.6	93.7	94.1	93.4	94.8	92.0	93.7	92.6
Grades 9-12	N/A						92.1	90.3

### Re-enrollment

A school's re-enrollment rate assesses student satisfaction with a school by measuring the rate at which students who are eligible return from one year's official enrollment audit to the next year's official enrollment audit.<sup>33</sup> Students who move out-of-state or have other situations that would prevent them from re-enrolling are excluded from this rate.

District of Columbia International School Re-enrollment Rates						
	2014-15 to 2015-16		2015-16 to 2016-17		2016-17 to 2017-18	
	School	Charter Sector	School	Charter Sector	School	Charter Sector
Grades 6-8	94.6	85.8	91.8	86.3	93.8	85.5
	205		389		420	
Grades 9-12	N/A				97.7	83.7
					87	

DCI – Enrollment by Grade					
School Year	2014-15	2015-16	2016-17	2017-18	2018-19 <sup>34</sup>
6	118	179	146	243	260
7	92	124	168	182	227
8		101	116	170	189
9			90	125	185
10				84	113
11					75

### Qualitative Evidence

DC PCSB conducts QSRs of charter schools to observe qualitative evidence of the extent to which the school is meeting its mission and goals, as well as to assess classroom environment and quality of instruction. Between November 27 and December 8, 2017, in anticipation of this charter review analysis, DC PCSB conducted a QSR of DCI.<sup>35</sup> The school employed several strategies to support its mission including offering students flexibility in choosing how to spend time in and out of classrooms and individualized academic

<sup>33</sup> The enrollment audit occurs in October of each school year.

<sup>34</sup> Unaudited

<sup>35</sup> See DCI QSR report, attached to this report as Appendix B.

support. Overall, students were actively engaged in academically rigorous content that offered them opportunities to become culturally competent, socially just, and multilingual. Most students asked questions, participated enthusiastically, and used Chromebooks effectively.

In QSRs, each observed classroom is assigned an Unsatisfactory, Basic, Proficient, or Distinguished rating in classroom environment<sup>36</sup> and instruction.<sup>37</sup> The following table details the percentage of classrooms that were rated proficient or distinguished in each domain.

	<b>Domain 2: Classroom Environment</b>	<b>Domain 3: Instruction</b>
DCI	74%	76%
Average score for PK-8 schools	78%	70%
Average score for high schools	65%	55%

DCI scored just slightly below average in classroom environment and slightly above average in instruction compared to all K-8 schools that received a QSR over the past five years. DCI scored well above average compared to high schools that that received a QSR over the past five years.

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<sup>36</sup> To assess classroom environment, DC PCSB observes whether teachers (a) create an environment of respect and rapport; (b) establish a culture for learning; (c) manage classroom procedures; and (d) manage student behavior.

<sup>37</sup> To assess instruction, DC PCSB observes how teachers (a) communicate with students; (b) use questioning/prompts and discussion techniques; (c) engage students in learning; and (d) use assessment in instruction.

## **SECTION TWO: COMPLIANCE WITH CHARTER AND APPLICABLE LAWS**

The SRA requires DC PCSB to determine at least once every five years whether a school has “committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities.”<sup>38</sup> The SRA contains a non-exhaustive list of applicable laws, which DC PCSB monitors in its annual compliance reviews.

Since SY 2014-15, DCI has been compliant with **ALL** the following applicable laws.

- Fair Enrollment Process  
(D.C. Code § 38-1802.06)
- Notice and Due Process for Suspensions and Expulsions  
(D.C. Code § 38-1802.06(g))
- Student Health and Safety  
(D.C. Code §§ 38-1802.04(c)(4), 4-1321.02, 38-651)
- Equal Employment  
(D.C. Code § 38-1802.04(c)(5))
- Insurance  
(As required by the school's charter)
- Facility Licenses  
(D.C. Code § 47-2851.03(d); D.C. Mun. Regs., tit. 14, §§ 14-1401 *et seq.*)
- Proper Composition of Board of Trustees  
(D.C. Code § 38-1802.05(a))
- Accreditation Status  
(D.C. Code § 38-1802.02(16))

### **Procurement Contracts**

D.C. Code § 38-1802.04(c)(1) requires DC charter schools to use a competitive bidding process for any procurement contract valued at \$25,000 or more, and within three days of awarding such a contract, to submit to DC PCSB all bids received, the contractor selected, and the rationale for which contractor was selected. To ensure compliance with this law, DC PCSB requires schools to submit a data form to detail any qualifying procurement contract that the school has executed.

During the fiscal year (FY) 2017 reconciliation process, DCI confirmed that all FY 2017 contracts had been submitted in a timely manner. The school did not need to submit any outstanding documentation in response to DC PCSB's review.

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<sup>38</sup> D.C. Code § 38.1802.13(a).

On July 1, 2018, DC PCSB began implementing a new Procurement Contract Submission and Conflicting Interest Policy. Aside from a few minor issues with incomplete submissions, which the school quickly rectified, the school has been in compliance with procurement submissions since that time.

**Special Education Compliance**

Charter schools are required to comply with all federal and local special education laws, including the Individuals with Disabilities Education Act<sup>39</sup> (IDEA) and Section 504 of the Rehabilitation Act of 1973.<sup>40</sup> The following section summarizes DCI’s special education compliance from SY 2014-15 to the present.

The D.C. Office of the State Superintendent of Education (OSSE) Special Education Compliance Reviews

OSSE monitors charter schools’ special education compliance and publishes three primary types of reports detailing these findings: (1) Annual Determinations; (2) On-Site Monitoring; and (3) Special Conditions Reports. OSSE’s findings regarding special education compliance are summarized below.

(1) Annual Determinations

As required by federal regulation, OSSE annually analyzes each LEA’s compliance with special education compliance indicators, and it publishes these findings in an Annual Determination report.<sup>41</sup> Each year’s report is based on compliance data collected from the prior federal fiscal year. For example, in SY 2017-18, OSSE published its 2015 Annual Determination reports (based on the school’s 2015-16 performance).

DCI’s Annual Determination compliance performance is detailed in the table below.<sup>42</sup>

Year	Percent Compliant with Audited Special Education Federal Requirements	Determination Level <sup>43</sup>
2014	88%	Meets Requirements
2015	83%	Meets Requirements
2016	87%	Meets Requirements

<sup>39</sup> 20 U.S.C. §§ 1400 *et seq.* See 20 U.S.C. § 1413(a)(5).

<sup>40</sup> 29 U.S.C. § 794.

<sup>41</sup> As required by federal regulation 34 CFR § 300.600(c).

<sup>42</sup> See Annual Determination reports, Appendix J.

<sup>43</sup> IDEA requires OSSE, as the State educational agency (SEA), to make determinations annually about the performance of LEAs. OSSE is required to use the same categories that the United States Department of Education, Office of Special Education Programs (OSEP) uses for state determinations as outlined in Section

(2) On-Site Monitoring Report

OSSE conducts an on-site assessment of an LEA's special education compliance with student-level and LEA-level indicators in alignment with its coordinated Risk-Based Monitoring,<sup>44</sup> and publishes its findings in an On-Site Monitoring Report. Annually, OSSE assigns a risk designation to each LEA based on several criteria, including its IDEA Part B performance,<sup>45</sup> which OSSE then uses to determine if an LEA will receive on-site monitoring.<sup>46</sup> LEAs are responsible for being 100% compliant with student-level indicators and LEA-level indicators on On-Site Monitoring Reports.<sup>47</sup>

As of August 2018, OSSE had not conducted an On-Site Monitoring of the school in the last four school years.

(3) Special Conditions Reports

OSSE, pursuant to the special conditions imposed by OSEP on grant awards under IDEA Part B, reports to OSEP three times a year on statewide compliance with: initial evaluation timeliness,<sup>48</sup> reevaluation timeliness, and secondary transition requirements (for students at age 16 and up). DCI is evaluated in adhering to all three areas of timeliness. The outcomes are detailed in the tables below. A distinction of "Not applicable" (N/A) indicates that OSSE did not conduct a review of the school's data for that compliance area during the monitoring period. The school has no identified areas of noncompliance.

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616(d) of IDEA. These categories are: Meets Requirements, Needs Assistance, Needs Intervention, and Needs Substantial Intervention.

<sup>44</sup> See <https://osse.dc.gov/publication/risk-based-monitoring-guidance>.

<sup>45</sup> Part B of IDEA applies to students ages 3-22.

<sup>46</sup> The type of monitoring an LEA will receive varies depending on its designation as a "high," "medium," or "low risk" sub-grantee. An on-site monitoring visit will occur for LEAs classified as "high" risk.

<sup>47</sup> If OSSE determined an LEA was less than 100% compliant with a student-level indicator that could not be corrected retroactively, OSSE would identify the point of noncompliance as an LEA-level violation and give the LEA 365 days to correct the finding.

<sup>48</sup> Starting with SY 2017-18, the District of Columbia is no longer under special conditions with OSEP for timeliness of initial evaluations. Moving forward, OSSE will only submit to OSEP special condition reporting on statewide adherence to reevaluation and secondary transition requirements. Initial evaluation data will still be periodically reviewed for compliance and included in Annual Performance Reports (APRs). For the purposes of this report, initial evaluation compliance is included since OSSE reported on this area in the past.

Special Conditions Reporting Period – April 2017 through March 2018			
	August Report (April 1 – June 30)	November Report (July 1 – September 30)	May Report (October 1 – March 31)
Initial Evaluation	N/A	N/A	N/A
Reevaluation	N/A	N/A	N/A
Secondary Transition	Compliant	N/A	N/A

### Child Find Monitoring Report

“Child Find” is a set of policies, procedures, and public awareness activities designed to locate, identify, and evaluate children who may require special education and related services. Each LEA must have policies and procedures in effect to ensure that Child Find takes place. As a result of the *D.L. v. District of Columbia*<sup>49</sup> special education litigation, in SY 2017-18 OSSE audited every LEA’s identification rate of enrolled students receiving special education services against the 8.5% target enrollment established in the case. OSSE also conducted desktop reviews of all LEA child find policies to ensure that they were compliant with the law and did not adversely affect identification rates.<sup>50</sup>

As described in a letter to the LEA’s leader,<sup>51</sup> OSSE found that in SY 2017-18 DCI identified 14.0% of its students eligible for special education, which is higher than the 8.5% target enrollment. OSSE also reviewed DCI’s Child Find policy, procedures, and practices and determined that they were not compliant with IDEA and local law. As a result, OSSE required that DCI:

- Revise its policies to address the identified areas of noncompliance.
- Conduct training for all instructional staff, support staff, principals, and other school administrators regarding Child Find processes and procedures prior to the beginning of SY 2018-19.
- Submit the following documents to its OSSE monitor by October 15, 2018: training materials, sign-in sheets from trainings, training materials used, including a copy of the training presentation, handouts, etc., and revised Child Find policies.

As of December 2018, DCI has submitted all necessary documentation, and OSSE has determined that the school’s child find policy, procedures, and practices are compliant with IDEA and local law.

<sup>49</sup> *D.L. v. The District of Columbia* (Case No. 1:05-cv-01437), 860 F.3d 713 (DC Cir. 2017)

<sup>50</sup> For more information, see OSSE’s “Dear Colleague” letter on key IDEA requirements related to *D.L. v. District of Columbia* at <https://osse.dc.gov/publication/dear-colleague-letter-key-idea-requirements-related-dl-v-district-columbia>.

<sup>51</sup> Please find the Child Find Focused Monitoring Report for DCI, Appendix K.

### Disproportionate Representation Finding

OSSE annually reviews LEAs for inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities. This review is based on the current school year's enrollment audit and child count data. Only LEAs with an enrollment of 40 or more students with an Individualized Education Program (IEP) and five or more students with IEPs in the qualifying (racial/ethnic) subgroup undergo the disproportionate representation data review. For those LEAs found to have disproportionate representation, OSSE requires the LEA to complete and submit a self-study to review its own policies and practices related to child find, evaluation, and eligibility. An LEA will be cited for non-compliance only if the disproportionate representation was found to be the result of inappropriate identification.

In a report dated May 8, 2018,<sup>52</sup> OSSE notified DCI that it was found to have instance of disproportionate representation, specifically an overidentification in the Autism category for White students. OSSE requested that the LEA complete and submit a self-study assessment. Upon reviewing the self-study, OSSE determined that the LEA does not have disproportionate representation data based on inappropriate identification.

### Hearing Officer Determination (HOD) Implementation Review

OSSE manages and oversees compliance through the HOD Tracker (formerly called the Blackman Jones database) that tracks the timely implementation of actions required by HODs. As of August 2018, no HODs have been issued against DCI.<sup>53</sup>

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<sup>52</sup> See 2017-18 Disproportionate Representation Review Report Attachments, attached to this report as Appendix L.

<sup>53</sup> HODs are the written decision issued as a result of a due process complaint that resulted in a hearing. Most complaints are withdrawn for any number of reasons, including settlement. Not all outcomes are required to be tracked. For the purpose charter reviews, DC PCSB reports only on HODs that resulted in a finding of noncompliance against the LEA.

## **SECTION THREE: FISCAL MANAGEMENT AND ECONOMIC VIABILITY**

### **Introduction**

The SRA requires DC PCSB to revoke a school's charter if DC PCSB determines that the school:

- Has engaged in a pattern of nonadherence to generally accepted accounting principles (GAAP);
- Has engaged in a pattern of fiscal mismanagement; and/or
- Is no longer economically viable.<sup>54</sup>

DC PCSB has assessed DCI's financial performance by reviewing the previous five years of audited financials and DC PCSB's Financial Analysis Review (FAR) reports, dating from FY 2015 through FY 2018. For the purpose of this report, DC PCSB used the FY 2017 FAR Report's "meets expectation" ranges to compare the financial strength of individual measures. The ranges were established where the upper end of the range was the "target" for financial performance and the lower end was the "floor." Schools performing at or above the established targets are determined to be in a strong financial position for the specific metric being assessed. When schools' metrics fall below the established floors, they are further reviewed to determine whether this poses financial concerns. DC PCSB assesses the school's financial condition holistically in order to determine whether operations are adequately managed, sustainable, and economically viable.

<b>KEY for Fiscal Management and Economic Viability Charts</b>	
<b>No Shading</b>	<ul style="list-style-type: none"><li>▪ Within an average, financially healthy range based on the FAR and general finance principles.</li></ul>
<b>Red</b>	<ul style="list-style-type: none"><li>▪ Falling within a range which is cause for concern based on the FAR and general finance principles. Though this does not necessarily show fiscal mismanagement on the part of the school, it indicates that this specific measure fell below the targets that DC PCSB considers financially sound.</li></ul>

### **Summary of Findings**

DCI has demonstrated strong fiscal performance. Its financial audits confirm the school has adhered to GAAP and has adequate internal controls. The school has not engaged in a pattern of fiscal mismanagement, and it is economically viable.

The school began operations in 2015, with an enrollment of 210 students, which has increased to 804 in 2018. There have been no audit findings identified in the period under review, and the school has generated positive operating surpluses as a result of sound cost management and effective financial planning. The school increased its debt burden in FY 2017 by entering into five loan agreements, totaling \$53.9M, for renovation costs of its Walter Reed campus. While the debt burden is significant and material to the school's

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<sup>54</sup> See D.C. Code § 38-1802.13(b).

operations, the school has maintained adequate liquidity, is compliant with its debt covenants, and has a strong debt service coverage ratio of 2.8 which indicates that DCI has the ability to service and meet its upcoming obligations.

**Financial Overview**

Overall, the school has exhibited adequate financial performance as it has grown in a fiscally responsible manner. The following table provides an overview of DCI’s financial information between FY 2015 and FY 2018. DCI has steadily grown both enrollment and revenue through 2018, indicative of sound economic viability.

<b>Financial Highlights (\$ in 000s)</b>				
	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Maximum Enrollment<sup>55</sup></b>	215	415	609	1213
<b>Audited Enrollment</b>	210	404	520	804
<b>Total Revenue</b>	\$4,781	\$9,578	\$11,462	\$18,359
<b>Surplus/(Deficit)<sup>56</sup></b>	\$1,285	\$3,266	\$2,700	\$3,239
<b>Unrestricted Cash Balances</b>	\$1,181	\$3,061	\$3,942	\$9,713
<b>Number of Days of Cash on Hand<sup>57</sup></b>	125	181	175	267
<b>Net Asset Position<sup>58</sup></b>	\$1,642	\$4,907	\$7,608	\$10,847
<b>Primary Reserve Ratio<sup>59</sup></b>	47%	78%	91%	72%

**Fiscal Management**

Based on DC PCSB’s assessment of the school’s liquidity, debt burden, and cost management, the school has shown evidence of adequate fiscal management. Specifically, liquidity is strong; the school has adequate ability to service new debt; costs are effectively managed; and the internal control environment appears to be strong. These areas are discussed further below.

Liquidity

<b>Liquidity</b>						
	<b>Floor</b>	<b>Target</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Current Ratio</b>	0.7	1.0	8.6	5.7	0.4	2.1
<b>Number of Days of Cash on Hand</b>	15	45	125	181	175	267

<sup>55</sup> Maximum Enrollment represents the largest possible number of students for which the school may receive public funding. It may be higher than the school’s targeted or budgeted enrollment but provides a good proxy for the school’s enrollment expectations over time.

<sup>56</sup> Surplus / (Deficit) is total revenue minus total expenses.

<sup>57</sup> Number of Days of Cash on Hand equals unrestricted cash and cash equivalents divided by daily operating expenses (which equals annual operating expenses divided by 365 days). It is a measure of the school’s ability to pay debts and claims as they come due.

<sup>58</sup> Net Asset Position equals total assets minus total liabilities.

<sup>59</sup> Primary Reserve Ratio equals total net assets, less intangible assets, divided by total annual expenses.

Liquidity refers to the school’s ability convert assets to cash in order to meet its immediate financial obligations, particularly in the short-term. Staff measures liquidity by assessing two metrics—the Current Ratio<sup>60</sup> and Days of Cash on Hand<sup>61</sup>—as well as considering the school’s solvency.

**Current Ratio:** The current ratio divides a school’s current assets by its current liabilities. “Current” means being available or coming due within the next year. The school’s current ratio has consistently been above the target of 1.0, with the exception of FY 2017, meaning the school has the means to meet obligations that will come due in the next year. In 2017, the school had a significant accounts payable balance outstanding of \$10.3M, which was primarily related to construction costs of its new facility. The balance of accounts payable has declined as of June 30, 2018, which has resulted in an increased current ratio of 2.1, above DC PCSB’s target.

**Days of Cash on Hand:** This measure determines how many days of expenses a school can meet with the cash it has in the bank. Similar to current ratio, this measure has consistently been well above DC PCSB’s target, even in 2017 when the school’s current ratio was below DC PCSB’s floor.

**Solvency:** The final measure of liquidity is solvency,<sup>62</sup> which considers the school’s overall ability to pay outstanding obligations, including amounts due to vendors, employees, and lenders if the school’s charter were to be revoked. DC PCSB reviewed DCI’s 2018 audited financial statements to determine the risk to third parties in the event of school closure. Should the DC PCSB Board vote to close DCI, staff expects that the school would be able to meet its operating obligations, including estimated closure costs, and the school would not have a shortfall in meeting obligations due to vendors and employees. Given the overall financial health of the school, DCI’s solvency is not an area of concern.

Debt Burden

Debt Burden						
	Floor	Target	2015	2016	2017	2018
<b>Debt Ratio</b>	0.9	0.5	0.1	0.1	0.8	0.8
<b>Debt Service Coverage Ratio</b>	1.0	1.2	N/A <sup>63</sup>	N/A		2.8

Based on DC PCSB’s assessment, there are no current concerns related to DCI’s debt burden; this represents a considerable improvement from the school’s debt burden five

<sup>60</sup> A school’s current ratio is its current assets divided by current liabilities.  
<sup>61</sup> Days of Cash on Hand is the amount of unrestricted cash and cash equivalents divided by daily operating expenses, excluding depreciation and amortization.  
<sup>62</sup> Except when the school owns a facility, solvency equals unrestricted cash plus receivables with a high probability of collection, minus liabilities and closure expenses.  
<sup>63</sup> Metric introduced in FY 2016.

years ago. DC PCSB reviews two ratios related to debt management—the debt ratio<sup>64</sup> and the debt service coverage ratio (DSC).<sup>65</sup>

Debt Ratio: In December 2016, the school entered into five loan agreements to renovate its Walter Reed campus, which increased its liabilities \$27.7M. The increase in leverage is not a cause for concern, as the balances of these loans are not due immediately and the school has adequate liquidity to service its current debt obligations.

Debt Service Coverage Ratio: The debt service coverage ratio compares a school’s current year operating surplus with the interest and principal due on its debt. A high ratio implies sufficient resources were available for debt service, while a low ratio indicates a school’s inability to service its debt. FY 2018 is the school’s first year with outstanding long-term debt requiring servicing, and DCI is currently meeting DC PCSB’s expectation, with a ratio of 2.8. A debt service coverage ratio of 2.8 is a strong indicator of the school’s ability to service its upcoming debt principal and interest.

### Cost Management

<b>Components of Expenses (\$ in 000s)</b>			
	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Salaries and Benefits</b>	\$1,949	\$3,825	\$5,467
<b>Direct Student Costs</b>	\$419	\$643	\$645
<b>Occupancy Expenses</b>	\$615	\$1,254	\$1,658
<b>General Expenses<sup>66</sup></b>	\$513	\$589	\$641

<b>As a Percent of Expenses</b>				
	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>FY17 Sector Average</b>
<b>Salaries and Benefits</b>	56%	61%	65%	62%
<b>Direct Student Costs</b>	12%	10%	8%	10%
<b>Occupancy Expenses</b>	18%	20%	20%	16%
<b>General Expenses</b>	15%	9%	8%	10%

The tables above provide an overview of the school’s spending decisions over the past five years. DCI’s expenses are in line with sector averages.

### Internal Controls

At the highest level, internal controls are processes assuring achievement of an organization's objectives in operational effectiveness and efficiency, reliable financial

<sup>64</sup> Debt Ratio equals the total liabilities divided by the total assets.

<sup>65</sup> Debt Service Coverage (DSC) Ratio equals Earnings Before Interest, Depreciation, and Amortization divided by the sum of scheduled principal payments and interest paid (not including balloon payments).

<sup>66</sup> DC PCSB has worked with the Financial Oversight Task Force to revise definitions of cost categories, including combining Office Expenses and General Expenses beginning in FY 2016. Other category definitions have also changed over time.

reporting, and compliance with laws, regulations, and policies. Audits of DCI establish that the school has adhered to GAAP. The school’s auditors issued unmodified audit opinions for all years and there were no material weaknesses identified in internal controls over financial reporting. In 2014, the auditors did identify a material weakness in internal control over compliance, relating to the National School Lunch Program; as of 2017, all deficiencies had been remediated. Based on this assessment, DCI appears to have an adequate internal control environment.

<b>Internal Controls</b>				
	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Modified Statement Opinion.</b> The auditor issues an opinion letter on the basic financial statements. An <i>unmodified</i> opinion means the auditor is satisfied professionally that the statements present fairly the financial position of the school and the results of operations. Should there be areas of doubt, the opinion may be <i>modified, adverse, or disclaimed</i> .	No	No	No	No
<b>Material Weakness.</b> A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the school's financial statements will not be prevented, or detected and corrected in a timely manner.	No	No	No	No
<b>Statement Non-Compliance.</b> The auditor tests for compliance with certain provisions of laws, regulations, contracts, and grant agreements. Non-compliance could have a direct and material effect on the determination of financial statement amounts.	No	No	No	No
<b>Modified Program Opinion (Uniform Guidance).</b> When expenditures of federal funds are greater than \$750,000, the auditor performs an extended review and issues an opinion letter on compliance with the requirements of laws, regulations, contracts, and grants applicable to each of the school's major federal programs. A <i>modified opinion</i> indicates instances of non-compliance.	No	No	No	No
<b>Program Material Weakness (Uniform Guidance).</b> In planning and performing the audit of major federal programs, the auditor considers internal control over compliance with the requirements of applicable laws, regulations, contracts, and grants. A material weakness in internal control indicates that there is a reasonable possibility of material non-compliance with a requirement of a federal program that will not be prevented, or detected and corrected, on a timely basis.	No	No	No	No
<b>Findings &amp; Questioned Costs.</b> The auditor discloses audit findings that are important enough to merit attention by those charged with governance, with documentation of corrective action plans noting the responsible party.	0	0	0	0
<b>Unresolved Prior Year Findings.</b> The auditor discloses prior year audit findings that have not been corrected.	No	No	No	No
<b>Going-Concern Issue.</b> The auditor indicates that the financial strength of the school is questioned.	No	No	No	No
<b>Debt-Compliance Issue.</b> The audit discloses that the school was not in compliance with certain debt covenants. A debt-compliance issue may prelude insolvency.	No	No	No	No

## **Economic Viability**

Considering earnings, cash flows, reserves, and trends in both enrollment and revenue, DC PCSB staff has no concerns about DCI's economic viability. The school has generated operating surpluses and positive cash flow each year.

<b>(\$ in 000s)</b>	<b>Floor</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Surplus/(Deficit)</b>	<0	\$1,285	\$3,266	\$2,700	\$3,239
<b>Earnings before Depreciation and Amortization</b>	<0	\$1,339	\$3,396	\$2,867	\$5,296

### Earnings and Operating Cash Flow

One measure of economic viability is whether a school runs a surplus—put simply, whether revenues exceed expenditures. While healthy schools can occasionally run deficits, in most years they do not. Earnings before Depreciation and Amortization (EBDA) removes major non-cash items from the earnings calculation and is an indicator of whether the school has generated positive cash for the year.<sup>67</sup>

DCI had positive earnings and positive EBDA in every year of the review. In 2018, the school completed a significant portion of its renovations on the Walter Reed campus and began depreciating appropriately, according to GAAP, which is the primary driver for the increase in EBDA in FY 2018.

### Net Asset Position

<b>(\$ in 000s)</b>	<b>Floor</b>	<b>Target</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Net Asset Position</b>	\$0	N/A	\$1,642	\$4,907	\$7,608	\$10,847
<b>Primary Reserve Ratio</b>	0%	25%	47%	78%	91%	72%

Net Asset Position measures a school's assets less its liabilities. DC PCSB would be concerned with net assets reserves below zero; however, the school has maintained a positive net asset position since it began operations. As described above, the school's net assets have grown considerably since FY 2015, increasing by \$9.2M, or over 500%.

### Primary Reserve Ratio

The Primary Reserve Ratio divides net assets by a school's total expenses to measure net assets relative to the size of the school. The Primary Reserve ratio has grown commensurately with net assets, from 47% in 2015 to 72% in 2018; this is adequate and exceeds DC PCSB's established target of 25%.

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<sup>67</sup> EBDA is the change in net assets plus depreciation and amortization.

<b>Enrollment over Time</b>				
	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Enrollment</b>	210	404	520	804
<b>Growth in Enrollment</b>	N/A - school opened FY15	92%	29%	55%
<b>Total Revenue</b>	\$4,781	\$9,578	\$11,462	\$18,359
<b>Growth in Revenues</b>	N/A - school opened FY15	100%	20%	60%

### Enrollment and Revenue Trends

The final measures of economic viability are trends in enrollment and revenues. Enrollment trends provide information about a school's ability to attract students and receive DC and Federal funds for operations. Stable or increasing enrollment and revenue indicate that a school is likely to remain financially stable, barring extraordinary circumstances.

As noted above, DCI has steadily grown both enrollment and revenue through 2018. As of June 30, 2018, total revenues and enrollment are both up from 2013, 284% and 283% respectively.

# Appendix A

**AMENDED AND RESTATED OPERATOR DIRECT AGREEMENT**

**BETWEEN**

**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**

**AND**

**DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL**

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## AMENDED AND RESTATED OPERATOR DIRECT AGREEMENT

This AMENDED AND RESTATED OPERATOR DIRECT AGREEMENT is entered into as of this 2nd day of September 2014 by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“PCSB”) and DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL, a District of Columbia nonprofit corporation (“DCI” or the “Combined 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, “SRA” or the “Act”), PCSB has the 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, PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia;

**WHEREAS**, pursuant to §38-1802.01(c-1) of the Act, PCSB has the authority to approve one joint program for applicants seeking to establish a jointly operated school where two or more public charter schools that have adopted, for the combined program, identical mission statements, goals, curricula and educational philosophy may combine to create a jointly operated middle and high school;

**WHEREAS**, each of District of Columbia Bilingual Public Charter School (“DC Bilingual”), Elsie Whitlow Stokes Community Freedom Public Charter School (“Stokes”); Latin American Montessori Bilingual Public Charter School (“LAMB”), Mundo Verde Bilingual Public Charter School (“Mundo Verde”), and Washington Yu Ying Public Charter School (“Yu Ying”), each a District of Columbia nonprofit corporation (each, a “Member School”) has previously established and currently operates a District of Columbia public charter elementary school featuring a foreign language immersion curriculum, in accordance with a petition submitted by it and approved by PCSB in accordance with §38-1802.02 of the Act (each, an “Original Petition”);

**WHEREAS**, Yu Ying submitted a petition to PCSB pursuant to §38-1802.04(c)(10) of the Act to amend its existing charter and to expand its enrollment to include students in middle school and high school, and such petition was conditionally approved by PCSB on December 17, 2012 (such petition, as amended through the date hereof, the “Yu Ying Charter Amendment”);

**WHEREAS**, each of the other Member Schools also submitted a petition to amend its respective charter for the expansion of its program on terms and conditions substantially similar to those specified in the Yu Ying Charter Amendment, and PCSB conditionally approved each such petition on June 24, 2013 (each, together with the Yu Ying

Charter Amendment a “**Member School Charter Amendment**” and collectively, as amended hereby, the “**Combined School Petition**”);

**WHEREAS**, pursuant to the Combined School Petition, each of the Member Schools has adopted identical mission statements, goals, curricula and educational philosophy for a combined middle-high school program to be operated as a single combined school (the “**Combined School**”);

**WHEREAS**, the School Corporation was formed by the Member Schools for the sole purpose of operating the Combined School;

**WHEREAS**, pursuant to the DCI Operation Agreement entered into among the Member Schools and DCI on June 16, 2014 (the “**Assignment**”), the Member Schools have assigned and delegated to DCI all of their respective authority, rights and responsibility to operate their respective middle-high school programs to create the Combined School pursuant to the Combined School Petition, and DCI has accepted and assumed such authority, rights and responsibility;

**WHEREAS**, on June 16, 2014, PCSB entered into the Operator Direct Agreement with DCI in order to establish a direct reporting relationship between PCSB and DCI as the operator of the co-located Member Schools (the “**Original Agreement**”);

**WHEREAS**, pursuant to § 38-1802.01(c-1) of the Act, PCSB has the authority to approve one joint program for applicants seeking to establish a jointly operated school where two or more public charter schools that have adopted, for the combined program, identical mission statements, goals, curricula and educational philosophy may combine to create a jointly operated middle and high school;

**WHEREAS**, at its July 21, 2014 Board meeting, PCSB voted to approve the Combined School as operated by DCI as the one joint program it has the authority to approve, and to treat DCI as a public charter school pursuant to §38-1802.01(c-1) of the Act (the “**Combined School Approval**”); and

**WHEREAS**, the Parties wish to amend, restate, and supersede the Original Agreement in order to recognize the Combined School Approval and DCI’s rights and obligations under the Act (the “**Amended Agreement**”).

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

## **SECTION 1. OPERATION OF COMBINED SCHOOL**

**1.1 Authorization of DCI.** DCI shall operate the Combined School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement memorializes 1) Combined School Approval and 2) DCI’s rights and authority under the Act to operate the Combined School in accordance with this Agreement (collectively, the “**Authorization**”), and to receive all charter school funding associated therewith, together with DCI’s obligations under the Act.

**A.** Effect of Amended Agreement. Effective as of September 2, 2014, this Agreement amends and supersedes the Original Agreement and shall be binding on DCI and PCSB.

**B.** Pursuant to §38-1802.03(h)(2) of the Act, the following information is expressly included in the Authorization:

- (i) The statement of mission and goals of DCI and the manner in which DCI will conduct any district-wide assessments, as set forth in Sections 2.1 and 2.3 below;
- (ii) Proposed Rules and Policies for Governance and Operation of DCI, [**Attachment A**];
- (iii) Articles of Incorporation and Bylaws of DCI, [**Attachment B**];
- (iv) Procedures to Ensure Health and Safety of Students and Employees at DCI, [**Attachment C**];
- (v) DCI's assurance that it will seek, obtain and maintain accreditation with respect to the Combined School, [**Attachment D**]; and
- (vi) Relationship Between DCI and its Employees, [**Attachment E**].

**C.** The Parties acknowledge and agree that by virtue of the Assignment and the Combined School Approval, DCI shall be bound by the Authorization to the same extent as a public charter school authorized under the Act is bound to its charter, it being understood that references in the Act to a public charter school's charter shall, when applied to DCI, be deemed to refer to the Authorization. Accordingly, DCI shall provide PCSB a petition for revision of the Authorization pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the provisions referenced in this Section 1.1(B), except that DCI shall not be required to provide PCSB a petition for revision of the Authorization with respect to any proposed changes to its Articles of Incorporation, Bylaws, or changes in its accrediting body.

**D.** Effective Date and Term. This Agreement and the Authorization shall become effective as of September 2, 2014 (the "**Effective Date**") and shall continue for a term of fifteen (15) years unless renewed, revoked, or terminated in accordance with Section 9 of this Agreement.

## **SECTION 2. EDUCATIONAL PROGRAM**

**2.1** Mission Statement. **A.** DCI shall operate the Combined School in accordance with its mission:

The mission of DCI is to inspire inquiring, knowledgeable and caring young people in partnership with their families and communities. These students will create a more socially just and sustainable world through global awareness and understanding, language fluency and cultural competence, and a commitment to lifelong learning.

**B.** DCI shall provide PCSB a petition for revision of this Authorization pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to such mission.

**2.2 Age-Grade. A.** In its first Academic Year, DCI shall provide instruction to students in grades 6 through 7. In subsequent Academic Years, DCI may provide instruction to students in accordance with Schedule I. “**Academic Year**” shall mean the fiscal year of DCI ending on June 30 of each calendar year.

**B.** DC shall provide PCSB a petition for revision of this Authorization 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.** DCI has selected as its measure of student academic achievement expectations the indicators listed in the Elementary/Middle School Performance Management Framework (with respect to grades 6 through 8), and the High School Performance Management Framework (with respect to grades 9 through 12) developed by PCSB (“**ES/MS and HS PMF**” or “**PMFs**”). Changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, and formulas, will automatically become part of the measurement of DCI’s academic achievement expectations, unless DCI notifies PCSB that it is rejecting such changes and thereafter submits a petition for revision as described in clause (F) below; the School also adopts the following mission specific goals:

(i) Achieving International Baccalaureate (IB) Candidate Status by SY 2020-21.

(ii) Language: Students will be assessed in accordance with American Council on the Teaching of Foreign Languages (ACTFL) standards and benchmarking. At least 50% of students who are continuing their language education from elementary school will be on track to achieve the ACTFL Advanced Mid to Advanced High Standards, as indicated by the STAMP (STAndards-based Measurement of Proficiency ) 4 assessment, by graduation. At least 50% of students who are either new to DCI or who switch their target language will be on track to achieve ACTFL Intermediate status, as indicated by the STAMP 4 assessment, by graduation.

(iii) 50% of students with disabilities and 50% of English Language Learners will earn the Middle Years Programme (MYP) certificate in tenth grade and either the IB Career-Related Certificate (IBCC) or IB Diploma Programme (DP) in the twelfth grade.

**B.** At the five-year review, DCI will earn at least 50% on the PMF in two of the most recent five years and not less than 45% for any of the past five years.

**C.** At the ten year review, DCI will earn at least 50% of the possible PMF points in two of the most recent five years and not under 45% for any of the past five years.

**D.** In order to be considered as meeting its goals and student achievement expectations at the fifteen year DCI Authorization renewal, DCI will need to earn 55% of possible PMF points in two of the most recent years and not under 45% for any of the past five.

**E.** If any of the above targets are not met, PCSB may determine DCI 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.

**F.** If PCSB makes changes to any PMF, DCI may elect not to accept the change; provided that DCI must petition PCSB for a revision to this Authorization pursuant to §38-1802.04(c)(10) of the Act, whereby it expressly rejects such change and/or expressly modifies such change.

**G.** DCI shall conduct district wide assessments for its students as required by applicable law and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

**H.** DCI shall provide PCSB a petition for revision to this Authorization pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to its academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which it will be evaluated by PCSB, or the manner in which DCI will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

**I.** Pursuant to the Assignment, and the Combined School Approval, the right and authority to operate the Combined School rests with DCI, which shall have all rights and obligations of a public charter school under the Act. Accordingly, the Combined School shall be evaluated as a whole, separate and distinct from the evaluation of each Member School, through the application of the requirements of the Act and this Agreement to DCI and the Combined School.

**2.4 Curriculum.** **A.** DCI shall design and implement the educational program set forth in the Combined School Petition.

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

**2.5 Students with Disabilities.** **A.** DCI 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.** DCI shall operate as and be treated as a single LEA, distinct from the Member School LEAs. In the event that DCI decides to change its LEA status, it shall notify PCSB of its election in writing at least thirty (30) days prior to the first day of the Academic Year.

### SECTION 3. ADMINISTRATION AND OPERATION

**3.1 Location.** **A.** The head office and academic campus of DCI shall be located at 3220 Sixteenth St NW, Washington, DC (the “**School Property**”). DCI has satisfied the pre-opening requirements listed in **Attachment F** in relation to its commencement of operations at the School Property in August 2014.

**B.** DCI shall not operate at a location other than the School Property unless DCI provides a written request for approval to PCSB at least three (3) months prior to its intended relocation. PCSB reserves the right to delay or prohibit DCI’s opening at any new property until DCI has satisfied PCSB’s pre-opening requirements as set forth in **Attachment F** in relation to such location.

**3.2 Enrollment.** **A.** Pursuant to §38-1802.01(c-1) of the Act, enrollment in DCI shall be open to students in such grades who are residents of the District of Columbia, with priority given to students who are matriculating from any one of the Member Schools (“**Continuing Member School Students**”) in each case to the extent of the number of seats reserved for the Continuing Students from each Member School. Students who are not residents of the District of Columbia may be enrolled at DCI to the extent permitted by §38-1802.06 of the Act. DCI shall determine whether each student resides in the District of Columbia according to guidelines established by the D.C. Office of the State Superintendent of Education (“**OSSE**”).

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

**C.** DCI shall maintain an enrollment of no more than 215 students in the first Academic Year and no more than 2156 students in subsequent Academic Years substantially in accordance with **Schedule I**. DCI shall provide PCSB a written request for approval for an increase in the maximum enrollment no later than three months before the requested change date with (i) evidence that (a) the Property has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the educational program is satisfactory and will not deteriorate as a result of such increase; (ii) a revised Schedule I; and (iii) such other items as PCSB may request.

**3.3 Disciplinary Policies.** **A.** DCI shall implement its 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 (10) days of the beginning of the school year, and provide a copy to PCSB as part of

the annual compliance reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. DCI agrees to provide PCSB with 60 days written notice prior to adoption of any material change to its Discipline Policies. A copy of DCI's current Discipline Policies (see **Attachment H**) has been submitted to PCSB.

**B.** Pursuant to PCSB's Attendance and Discipline Data Policy, DCI shall track suspensions and expulsions on a monthly basis using the data management reporting software identified by PCSB. If DCI operates two or more Campuses, it shall maintain, track, and report discipline data for each Campus separately.

**C.** DCI shall report any student expulsions or suspensions for longer than five days to PCSB within ten days of the expulsion or suspension and will maintain records of all expulsions and suspensions by it. If DCI operates two or more Campuses, it shall report the data for each Campus separately. "**Campus**" means a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of such.

**3.4** Complaint Resolution Process. Consistent with the requirements imposed by §38-1802.04(c)(13) of the Act, DCI shall establish an informal complaint resolution process and shall provide a copy to students, parents, and PCSB. Such policies and procedures shall be consistent with applicable law. DCI shall provide PCSB written notice of any material change to its complaint resolution process at least three (3) months prior to adoption.

**3.5** Operational Control. **A.** Consistent with §38-1802.04(c)(3) of the Act, DCI shall exercise exclusive control over its expenditures, administration, personnel and instructional methods, subject to limitations imposed on District of Columbia public charter schools in §38-1802.04 of the Act.

**B.** Pursuant to §§38-1802.01(c-1) and 1802.04(b) of the Act, DCI 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 DCI's facilities;
- (iii) to receive and disburse funds for DCI purposes, including all funds that would otherwise be allocated to each Member School's Middle/High School;
- (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 DCI purposes;

(viii) to be responsible for DCI's operation, including preparation of a budget and personnel matters; and

(ix) to sue and be sued in its own name.

**3.6** Accreditation. **A.** Within five years of its opening, DCI shall seek, obtain and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802(16) of the Act.

**B.** DCI shall provide PCSB with a written request for approval for any proposed changes to its accreditation.

**3.7** Nonsectarian. DCI shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

#### **SECTION 4. GOVERNANCE**

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

**4.2** Corporate Purpose. The purpose of DCI as set forth in its articles of incorporation shall be limited to the operation of a middle/high school on behalf of its public charter school members.

**4.3** Governance. **A.** DCI shall be governed by a Board of Trustees. The Board of Trustees are fiduciaries of DCI and shall operate in accordance with DCI's articles of incorporation and by-laws, this Agreement, and 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 PCSB with a written 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. All members of the Board of Trustees shall be elected by the Board of Trustees and/or corporate members in accordance with the DCI Bylaws. Further, pursuant to §38-1802.05 of the Act, the Board of Trustees shall consist of an odd number of members, with a minimum of three (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending DCI, and the majority of whom shall be residents of the District of Columbia.

**4.5** Authority. Pursuant to §38-1802.05 of the Act, the Board of Trustees of DCI shall have the final decision-making authority for all matters relating to the operation of DCI, 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 DCI. The Board of Trustees shall (i) set the overall policy for DCI; (ii) be responsible for overseeing the academic and fiscal integrity of DCI; and (iii) assure DCI's compliance with this Agreement and the Act.

## SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

**5.1** Financial Management. DCI 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 of District of Columbia public charter schools in §38-1802.04(c)(11) of the Act. DCI’s accounting methods shall comply in all instances with any applicable governmental accounting requirements.

**5.2** Tuition and Fees. DCI shall not charge tuition to any student attending DCI, 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. DCI may charge reasonable fees or other payment for after school programs, field trips, or similar student activities.

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

**5.4** Contracts. A. In accordance with §38-1802.04(c)(1), DCI shall provide PCSB with respect to any procurement contract awarded by it or any entity on its behalf and having a value equal to or exceeding \$25,000, not later than three (3) days after the date on which such award is made, (i) all bids for the contract received by it, if any; (ii) the name of the contractor who is awarded the contract; and (iii) the rationale for the award of the contract. PCSB may request copies of these procurement contracts to be provided to PCSB upon request. The foregoing shall not apply to any contract for the lease or purchase of real property by DCI, any employment contract for a staff member, or any management contract between it and a management company designated in its petition.

**B.** The School Corporation shall petition PCSB to amend its authorization pursuant to the requirements of §38-1802.04(c)(10) prior to entering into a contract with a third party for the management of the School (a “**School Management Contract**”). The School Corporation shall petition PCSB to amend its authorization pursuant to the requirements of §38-1802.04(c)(10) prior to canceling; terminating; or materially amending, modifying, or supplementing any School Management Contract.

**C.** The School Corporation shall award "interested party contracts" or "conflicting interest contracts," as those terms are defined in PCSB’s Submission of Procurement Contracts and Board of Trustees Meeting Minutes Policy, effective September 15, 2014, and as amended thereafter, pursuant to such PCSB policy, and in accordance with the School Corporation’s conflict of interest policies and procedures, to the extent that the School Corporation’s policies are not inconsistent with PCSB’s policy.

**D.** DCI shall disclose to all third parties entering into contracts with it that PCSB does not have any responsibility for the debts or action of the School Corporation or the School. DCI shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

**5.5 Insurance.** DCI shall procure and maintain appropriate insurance sufficient to cover its operations. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. 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, subject to the availability of such insurance on commercially reasonable terms. DCI's current insurance certificate is attached at Attachment I.

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

**5.7 Enrollment and Attendance Records.** **A.** DCI 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 DCI operates two or more Campuses under this Authorization, each Campus shall maintain and submit distinct and unique enrollment and attendance records to PCSB and in state and federal reports.

**5.8 Board of Trustee Meeting Minutes.** DCI shall maintain copies of all minutes of meetings of its Board of Trustees, including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting, certified by an officer of DCI or a member of the Board of Trustees as to their completeness and accuracy. DCI shall make such documents available for inspection by PCSB, its officer, employees, or agents upon request.

## **SECTION 6. PERSONNEL**

**6.1 Relationship.** All employees hired by DCI shall be employees of DCI and, consistent with §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.** DCI shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School Property more than ten hours a week prior to the commencement of such employment or volunteer assignment. DCI shall consider the results of such background checks in its decision to employ or utilize such persons. From time to time as established by DCI, it shall conduct random background checks on each employee and each person who regularly volunteers at the Property more than ten hours a week, but at a minimum once every two years.

## **SECTION 7. REPORTING REQUIREMENTS**

**7.1 Annual Reports.** DCI shall deliver to PCSB, by a date specified by PCSB, an annual report in a format acceptable to 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, or any other basis for measuring its performance as PCSB may request. DCI shall permit any member of the public to view such report on request, at reasonable times and with reasonable notice.

**7.2** Audited Financial Statements. As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, DCI shall deliver to 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 in accordance with GAAP and government auditing standards for financial audits issued by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

**7.3** Interim Financial Reports. Unless otherwise notified by PCSB, DCI shall prepare and submit to PCSB within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2014, (i) the balance sheet of DCI at the end of such Interim Period and the related statements of income and cash flows of DCI for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of DCI that they fairly present, in all material respects, the financial condition of DCI as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (ii) notes to the balance sheet describing the financial status of DCI including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period. These reports may include supplemental schedules as required by PCSB. **“Interim Period”** shall mean monthly, and from time to time thereafter, upon written notice by PCSB to DCI, the period designated by PCSB in such notice.

**7.4** Budget. No later than June 1 of each Academic Year, DCI shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a **“Budget”**) for the next succeeding Academic Year. DCI’s initial Budget shall be in accordance with the Budget submitted with the Combined School Petition. If PCSB has previously notified DCI in writing that the Combined School is on probation for fiscal management reasons and such notice has not been rescinded in writing, DCI may only implement a Budget with the prior written approval of PCSB. PCSB may specify the format and categories and information contained in the Budget.

**7.5** Enrollment Census. DCI shall provide OSSE with the student enrollment data required to be provided by District of Columbia Public Charter Schools pursuant to §38-1802.04(c)(12) of the Act. 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. No later than fifteen (15) days after the end of each month during the Academic Year and during summer school, if offered, DCI shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence using attendance management reporting software identified by PCSB. If DCI operates two or more Campuses under this Authorization, each Campus shall maintain and submit to PCSB distinct and unique attendance data.

**7.7** Key Personnel Changes. The chair of the Board of Trustees or an officer of DCI shall provide notice within five days of the chair of the Board of Trustees or an officer of DCI receiving written notice of the intended departure of a person from his or her position with DCI who is a member of the Board of Trustees, an officer of DCI, or other key personnel as identified by position in Attachment J (but no later than the time DCI announces such departure publicly) to PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions DCI has taken or intends to take to replace such person.

**7.8** Authorizations. Within forty-five (45) days after the end of each Academic Year, DCI shall provide a certification by an officer of DCI or its Board of Trustees that all Authorizations required for its operation and the lease or sublease, if any, of the School Property remain in full force and effect. If DCI receives written notice, of any alleged failure to comply with the terms or conditions of any Authorization, DCI shall provide PCSB, within seven (7) days of receiving such notice, a report detailing the nature and date of such notice and DCI's intended actions in response. "**Authorizations**" shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

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

**7.10** Litigation. DCI shall promptly report to PCSB the institution of any material action, arbitration, government investigation, or other legal proceeding against it or any property thereof (collectively "**Proceedings**") and shall keep PCSB apprised of any material developments in such Proceedings. In its annual report (7.1), DCI shall provide PCSB a schedule of all Proceedings involving any alleged liability or claim of a material nature or, if there has been no change since the last report, a statement to that effect.

**7.11** Certificates of Insurance. No later than August 15 of each Academic Year, DCI shall deliver to PCSB a certificate of insurance with respect to each insurance policy required pursuant to Section 5.5. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. DCI shall furnish PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above upon request.

**7.12** Reports Required by the Act. DCI shall comply with all reporting requirements imposed by the Act on District of Columbia public charter schools and shall provide PCSB with a copy of each such report at the time it provides the report as required by the Act.

## **SECTION 8. COMPLIANCE**

**8.1** Compliance With Applicable Laws. DCI shall operate at all times in accordance with the requirements imposed by the Act on District of Columbia public charter schools 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 DCI 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.

**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 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. Consistent with the exemption granted to District of Columbia public charter schools pursuant to §38-1802.04(c)(3)(B) of the Act, DCI 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. DCI shall, and shall cause its Board of Trustees, officers, employees, and contractors to, cooperate with PCSB, its staff, and its agents in connection with PCSB's obligations to monitor it.

**8.5** Access. Upon reasonable notice, DCI shall grant to PCSB, its officers, employees, or agents, access to its property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to its operation that PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees, or agents, including allowing site visits as 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 DCI.

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

**8.7** Administrative Fee. DCI shall pay annually to PCSB, no later than November 15 of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of PCSB. Notwithstanding the foregoing, PCSB shall not seek any remedy against DCI for failure to timely pay such fee if DCI 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 DCI pays PCSB such fee within five (5) business days of its receipt of such funding.

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

**9.1** Authorization Renewal. DCI may seek to renew the Authorization as provided in this Agreement and pursuant to §38-1802.12 of the Act. If such renewal is granted by PCSB in accordance with the Act, PCSB and DCI shall (i) renew this Agreement with amendments satisfactory to PCSB and DCI; or (ii) enter into a substitute agreement satisfactory to PCSB and DCI.

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

**B.** Pursuant to § 38-1802.13 of the Act, PCSB shall revoke the Authorization if PCSB determines that DCI (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.** PCSB agrees that it shall consider revocation of the Authorization solely as a result of its violations and/or failure to achieve goals specific to it, and that the revocation of any Member School's charter authority shall not affect the status of such Authorization of DCI or the charter authority of any other Member School.

**D.** If DCI operates two or more Campuses, PCSB has the authority to propose revocation of DCI's Authorization in relation to the entire combined program or to propose closure of any of its Campus individually pursuant to failures or violation of 9.2(A) or (B) of this section.

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

**9.4** Probation and Corrective Action. **A.** If PCSB proposes to revoke the Authorization of DCI pursuant to §38-1802.13(a) of the Act, PCSB may, as an alternative to revocation of the Authorization, place DCI on probation and require DCI, in consultation with PCSB, to develop and implement a written corrective action plan ("**Corrective Plan**"). The Corrective Plan shall include the reasons for the proposed revocation of Authorization of DCI under §38-1802.13(a), the terms and conditions of probation and the results DCI shall achieve to avoid revocation. Although PCSB may elect to enter into a Corrective Plan with DCI as an alternative to revocation, nothing herein shall require PCSB to place DCI or any of its Campuses on probation or develop a Corrective Plan.

**B.** If 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 PCSB a written request for approval five (5) business days prior to taking any of the

following actions: (a) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits, or obligations under any such School Management Contract in any material respect.

**9.5** Mandatory Dissolution. **A.** In accordance with §38-1802.13a of the Act, DCI shall dissolve if this Authorization (i) has been revoked by PCSB; (ii) has not been renewed by PCSB; or (iii) has been voluntarily relinquished by DCI. Mandatory dissolution is only applicable in the case of revocation, non-renewal or voluntary relinquishment of Authorization of DCI and is not applicable in the case of a Campus closure pursuant to 9.2(D).

**B.** In the event of dissolution of DCI, PCSB, in consultation with the Board of Trustees of DCI, shall develop and execute a plan for (iv) liquidating DCI's assets in a timely fashion and in a manner that will achieve maximum value; (v) discharging DCI's debts; and (vi) distributing any remaining assets in accordance with § 38-1802.13a of the Act.

## **SECTION 10. OTHER PROVISIONS**

**10.1** Applicable Law. This Agreement 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 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 waivers, consents, or supplements executed 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. 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.** This Agreement runs solely and exclusively to the benefit of DCI and PCSB and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, 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 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 PCSB nor DCI shall exercise any legal remedy with respect to any dispute arising under this Agreement without first providing written notice to the other party hereto describing the nature of the dispute, and thereafter, having representatives of PCSB and DCI meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB’s ability to revoke, not renew, or terminate this Authorization pursuant to §38-1802.13 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement.

**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 PCSB:

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

Telephone: (202) 328-2660

If to DCI:

District of Columbia International School  
3220 16th St., NW  
Washington, DC 20010  
Attention: Mary Shaffner  
Email: [mary@dcinternationalschool.org](mailto:mary@dcinternationalschool.org)  
Telephone: 202-459-4790

\* \* \*

[Remainder of page intentionally left blank]

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

**DISTRICT OF COLUMBIA  
INTERNATIONAL SCHOOL**



By: *Mary Sheffer*

Title: *Executive Director*

Date: *6/23/15*

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**



By: Darren Woodruff

Title: Board Chair

Date: 06/23/2015

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# **ATTACHMENT A**

## Attachment A to Amended and Restated DCI Direct Agreement

The Member Schools incorporated and became the sole members of District of Columbia International School, a DC nonprofit corporation with members (“DCI” or the “Combined School Corporation”). As members of the DCI corporate entity, the Member Schools had the right to appoint the initial members of the DCI board of trustees, chose DCI’s initial executive leadership, and will retain veto rights over certain specified corporate action, thus ensuring that the governing body and administration of the DCI share the values and commitment to the mission of the Member Schools. The Combined School Corporation has also entered into the DCI Operation Agreement (the “Assignment”) with all of the Member Schools, pursuant to which it is delegated the duty and granted broad authority to operate the Combined School, in accordance with the DCI Direct Agreement and applicable law, and the Combined School Corporation agrees to reserve a minimum number of seats at the Combined School for students continuing from the highest grades of the Member Schools into the Combined Schools.

Following the initial organization of the Combined School and the formation of the Combined School Corporation, PCSB voted to approve the Combined School as operated by DCI as the one joint program it has the authority to approve, and to treat DCI as a public charter school pursuant to §38-1802.01(c-1) of the Act (the “Combined School Approval”), thus permitting the Combined School to be operated by DCI as a single, combined school and LEA, distinct from each of the Member Schools. Thus, pursuant to the Combined School Approval, it is expected that the Combined School Corporation will be funded directly from OCFO based on its enrollment in grades 6-12. All students attending the Combined School, including those continuing to the Combined School from Member Schools, will be treated for all funding, reporting and other purposes as Combined School Students attending the Combined School LEA, and shall not be considered to be part of the Member School LEAs for any purpose once enrolled at the Combined School.

The Combined School may be expanded to include member schools at the sole discretion of the Board of Trustees of the Combined School Corporation, with the approval of PCSB. Any such expansion would require the additional school to become a member of the corporate entity, DCI, to adopt for its middle-high school program to be combined with the Combined School a mission statement, goals, curricula and educational philosophy substantially identical to the existing Member Schools, and to contract with the Combined School Corporation on terms and conditions substantially similar to those set forth in the Assignment.

### **a. Rules and Policies:**

Initial policies related to governance of the Combined School Corporation have been established in its articles of incorporation and bylaws. The Board of Trustees of the Combined School Corporation will also adopt rules to facilitate the governance process consistent with the requirements of the Bylaws and the more general policies articulated in this amendment. By using the models developed at each Member School, the Board of Trustees of Combined School Corporation will develop a full set of Board Policies including the expectations of a Trustee, the relationship between the school Administration and the Board, a conflict of interest policy and

others. The initial Board of the Combined School Corporation contemplate that the Board will use Robert's Rules of Order for Board and committee meetings.

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

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

**b. Administrative Structure:**

Initially, the Combined School Corporation will be led by an administrative team consisting off the Chief Operational Officer and the Chief Educational Officer, who are jointly responsible for academic, curricular, operational and business success of DC International School. The Chief Educational Officer will be responsible for hiring and supervising faculty. The Chief Operational Officer will be responsible for developing finance-related policies, the budget, accounting payroll and benefits and the preparation of financial. In addition, the Chief Educational Officer will be supported by a full-time International Baccalaureate & Sustainability Coordinator that will work to identify training and staff development needs, ensure that DCI adheres to a focus on sustainability, work to coordinate curricular content so that it aligns with state, federal and International Baccalaureate requirements for the Middle Years and Diploma Programmes. Also in year 2 a Language Coordinator will support the team in creating the highest standard of language learning for Chinese, French and Spanish--the immersion languages of the Member Schools. The Board of Trustees of the Combined School Corporation will revisit and restructure the administrative structure from time to time.

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

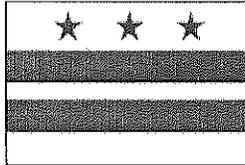
**c. School Management Contracts:**

The Combined School Corporation serves as the sole operator of the Combined School and has not contracted with a third party management organization to operate the Combined School.

The DCI administrative team, once hired by the Combined School Corporation Board of Trustees, will be responsible for hiring all other staff for DCI, all of whom will be employed or otherwise contract with the Combined School Corporation entity directly.

# **ATTACHMENT B**

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



**C E R T I F I C A T E**

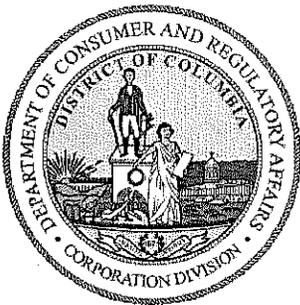
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this **CERTIFICATE OF INCORPORATION** is hereby issued to:

DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

**Effective Date:** 10/4/2012

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

Business and Professional Licensing Administration



PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Vincent C. Gray  
Mayor

Tracking #: lwJ1kNBk

**ARTICLES OF INCORPORATION**  
**OF**  
**DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL**

(a District of Columbia Nonprofit Corporation).

To:

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

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

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

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

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

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

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

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

**SIXTH:** Miscellaneous provisions.

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

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

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

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

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

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

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

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

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

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

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

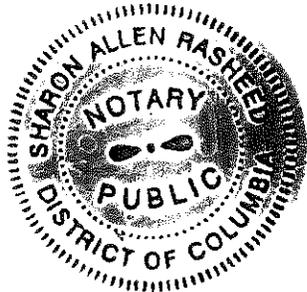
7. The Corporation reserves the right to amend, change or repeal any provision contained in these Articles of Incorporation or to merge or consolidate this Corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall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

Date: September 28, 2012

[Redacted Signature]

Andrea Lachenmayr

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



[Redacted Signature]

Notary Public, District of Columbia  
My commission expires on \_\_\_\_\_

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



**DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS**  
**District of Columbia Government**  
**Corporations Division**

**Articles of Amendment of Domestic Nonprofit Corporation**  
**Form DNP-2, Version 2, January 2012.**

This form will allow for a domestic nonprofit corporation to amend its information reflected under original articles of incorporation or its amendments.

ENTITY TYPE	FILING FEE
Domestic Nonprofit Corporation	Refer to Corporate Fee Schedule posted online;

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the domestic filing entity listed below hereby applies for a Certificate of Amendment and for that purpose submits the statement below.

- Corporation Name.  
District of Columbia International School
- The text of each amendment adopted. (may attach the statement)  
Article SIXTH, Paragraph 4.D is hereby amended and restated to read:  
"Upon the dissolution of this Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal or to a state or local government, in each case in a manner consistent with the requirements of applicable law, as more specifically provided in the bylaws of the Corporation."
- If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment. (may attach the statement)
- The date of each amendment's adoption.  
September 12, 2014.
- Amendment has been adopted in the following manner. (select A or B)  
 A) The amendment was adopted by the incorporators or by the board of directors or designated body, as the case may be, and that member approval was not required;  
  
(B) the amendment was duly approved by the members in the manner required by this chapter and by the articles of incorporation and bylaws.

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

6. Name of the Governor or Authorized Person. Myrna Peralta	6A. Signature of the Governor or Authorized Person. 
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**Mail all forms and required payment to:**  
 Department of Consumer and Regulatory Affairs  
 Corporations Division  
 PO Box 92300  
 Washington, DC 20090  
 Phone: (202) 442-4400

**Corporate Online Services Information:**  
 Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dca.dc.gov>, create the profile, access the online services main page and proceed. Online filers must pay by using the credit card.

# DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL

## AMENDED AND RESTATED BYLAWS (Including amendments through September 18, 2014)

### ARTICLE I NAME

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

### ARTICLE II PURPOSES OF THE CORPORATION

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

### ARTICLE III OFFICES AND REGISTERED AGENT

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

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

### ARTICLE IV MEMBER SCHOOLS

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

those specified herein, including effectiveness of an agreement assigning such Member School's rights and obligations under its charter to operate middle high school to the Corporation or otherwise providing for the operation of such Member School's middle high school by the Corporation (each, a "Charter Assignment"), and shall enact procedures for the admission of Member Schools consistent with the requirements set forth herein; provided that no such criteria or procedures shall have the effect of terminating the membership of any existing Member School except in accordance with Section 4.02. The Board of Trustees may from time to time establish admission fees to be paid annually or in connection with the admission of any new Member School.

**SECTION 4.02. *Termination of Member Schools.*** Membership of any Member School shall be terminated upon any Member School ceasing to satisfy the membership criteria established herein or by upon the Board of Trustees approval of such removal by a vote of the majority of the Board of Trustees, excluding any Trustee appointed by the affected Member School, subject to any contractual restrictions on such right from time to time, including pursuant to the Charter Assignment. A Member School may withdraw as a Member School at any time by delivering written notice of such withdrawal to each other Member School and the Board Chair, subject to any contractual limitations on such right from time to time, including pursuant to the Charter Assignment. No such withdrawal shall have the effect of terminating a Member School's obligations to the Corporation or any other Member School as may be established by contract, including the Charter Assignment, except as such contract may otherwise provide, or of releasing the Member School from any liability incurred to the Corporation prior to such withdrawal.

**SECTION 4.03. *Rights of Member Schools.***

- (a) Each Member School shall be eligible to vote on those matters set forth below, or on which the District of Columbia Nonprofit Corporation Act (the "Nonprofit Act") requires the approval of a corporation's members.
- (b) Unless approved by a vote of the Member Schools, the Corporation shall not take any action on a charter amendment, including an amendment to its direct agreement with the Public Charter School Board, which would:
  - a. discontinue instruction in French, Spanish or Mandarin;
  - b. change the Corporation's instructional framework (i.e., abandoning its intention to seek accreditation from the International Baccalaureate); or
  - c. change its mission, as previously adopted by the Corporation and set forth in its agreement with the Public Charter School Board; or
  - d. increase its enrollment for any academic year by more than 25% of the enrollment projected and capped in the Corporation's agreement with the Public Charter School Board.

**SECTION 4.04. *Annual Meetings of Member Schools.*** An annual meeting of the Member Schools shall take place in the month of June, the specific date, time and location of which will be designated by the Board Chair, which location shall be in the District of

Columbia. At the annual meeting, the Member Schools shall receive reports on the activities of the Corporation and the direction of the Corporation for the coming year and conduct strategic analysis for the purpose of advising the Board of Trustees on matters of priority concern to the Member Schools and discuss long term plans for their respective elementary schools including any projected enrollment changes, replication or material programmatic changes for the purpose of reporting on the same to the Board of Trustees.

**SECTION 4.05. *Special Meetings of Member Schools.*** Special meetings of the Member Schools may be called by the Board Chair or the Board of Trustees, the specific date, time and location of which will be designated by the Board Chair. A majority of the Member Schools may also call a special meeting of the Member Schools by signing a petition requesting such meeting. The petition shall set forth the purpose of the meeting. The specific date, time and location of the meeting shall be designated by the Board Chair. The location of any special meeting shall be in the District of Columbia. Once a special meeting has been called by the Member Schools, the demand for the special meeting cannot be revoked.

**SECTION 4.06. *Record Date for Member School Meetings.*** The record date shall be the date as of which the Corporation shall determine who is a Member School of the Corporation and eligible to vote at the meeting of the Member Schools. The record date for an annual meeting of the Member Schools shall be the date which is 65 days prior to the date of the annual meeting. The record date for a special meeting of the Member Schools shall be 15 days prior to the date of the special meeting, in the case of a meeting called by the Board Chair or the Board of Trustees. The record date for a special meeting of the Member Schools called by 25% of the Member Schools is the date the first Member School signs the petition. The determination of who is a Member School eligible to vote shall be made as of the close of business on the record date.

**SECTION 4.07. *Notice of Meetings of Member Schools.*** (a) The Corporation shall give notice to the Member Schools entitled to vote on the date, time, and place of each annual or special meeting of the Member Schools. The notice shall be given 60 days before the annual meeting date and 10 days in the case of a special meeting. The notice of an annual meeting does not need to include a description of the purpose for which the meeting is called. The notice of a special meeting must include a description of the purpose for which the meeting is called.

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

**SECTION 4.08. Member Schools' Quorum.** The Member Schools present at any properly announced meeting shall constitute a quorum.

**SECTION 4.09. Conduct of Meeting of Member Schools.** (a) The Board Chair shall preside at each meeting of Member Schools. The Board Chair shall determine the order of business and has the authority to establish rules for the conduct of the meeting. The Board Chair shall announce at the meeting when the polls close for each matter voted upon. After the polls close, no ballots, proxies, or votes, nor any otherwise permissible revocations or changes to a Member School's vote may be accepted. Each Member School may vote in person or by proxy, and is entitled to one vote.

(b) A proxy must be in the form of a tangible writing, or in an electronic or other medium that provides for the retention of data and its subsequent retrieval in perceivable form, including email, the internet and transmissions from one computer to another. It must be signed by the Member School, and must contain or be accompanied by information from which it can be determined that the individual holding the proxy has been authorized by the Member School to vote on his or her behalf. A proxy shall be valid for the period specified in the proxy form. If no period is specified, the proxy shall be valid for a period of 11 months from the date it is signed. In no event may a proxy be valid for a period longer than 36 months.

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

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

**SECTION 4.10. Required Vote.** Except as otherwise expressly provided herein, all issues to be voted on by the Member Schools shall be decided by a simple majority of those present at the meeting in which the vote takes place.

**SECTION 4.11. Action to be Taken by Member Schools without a Meeting.**

(a) Any action that may be taken at a meeting of the Member Schools may be taken without a meeting if the organization delivers a ballot to every Member School entitled to vote on the matter. The ballot must be in the form of a record - that is information inscribed on a

tangible medium or stored in an electronic or other medium and is retrievable in tangible form. The approval of any action other than the election of Trustees is valid only when the number of votes cast by ballot at least equals the quorum requirement for a meeting and the number of approvals at least equals the number of approvals that would be required at a meeting. The ballot must set forth each proposed action, the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than the election of Trustees, and the date by which the ballot must be returned.

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

**SECTION 4.12. *Designation of Member School Representatives.*** Concurrently with its admission as a Member School, each Member School shall designate in writing an individual and alternate who is authorized to exercise the voting and consent rights of such Member School on such Member School's behalf, including by attending Annual and Special Meetings of the Member Schools, which such designation shall be maintained in the records of the Corporation by the Secretary of the Corporation. Each Member School may revoke and or redesignate such authorization from time to time going forward in its sole discretion by providing written notice of such revocation and/or designation to the Secretary and Board Chair; provided that such revocation of the authority shall not affect the validity of the proxy executed by such previously authorized representative or consent given by such previously authorized representative unless the Board Chair or Secretary of the Corporation had prior knowledge of such revocation.

## **ARTICLE V BOARD OF TRUSTEES**

**SECTION 6.01. *Composition and Function of Trustees.*** The business and affairs of the Corporation shall be managed under the direction of its Board of Trustees, which shall determine matters of policy. Members of the Board of Trustees are referred to herein as "Trustees" and shall be either School Nominated Trustees or At-Large Trustees, as defined below. All powers of the Corporation not reserved hereby to the Member Schools may be exercised by or under authority of the Board of Trustees.

**SECTION 5.02. *Number of Trustees; Qualifications.*** The initial Board of Trustees shall consist of the same number of Trustees as members, with one Trustee being selected by each Member School (each, together with his or her successors from time to time, a "School-Nominated Trustee"), who shall serve an initial term expiring on June 30, 2016 and be subject to replacement thereafter by the appointing Member School. For the avoidance of doubt, School-Nominated Trustees shall have the same rights and duties to the Corporation as all other Trustees. Other than School-Nominated Trustees, all Trustees shall be elected by the Board of Trustees as provided below. In addition, from and after the date (the "School Opening Date") that is no later than sixty days prior to the commencement of classes at the School, the Board of Trustees shall consist of an odd number of Trustees not less than five nor more than fifteen Trustees, including the School Trustees together with additional Trustees

elected as provided below. The maximum number of Trustees may be changed by an amendment to the Bylaws, but any such amendment shall not affect the tenure of office of any Trustee, except as provided in Section 6.04. At least a majority of Trustees at any time shall be residents of the District of Columbia.

**SECTION 5.03. *Election and Tenure of Trustees.*** Each Member School shall at any time have the right to select and/or replace its School-Nominated Trustee; provided that no such replacement shall have the effect of extending the term of any School-Nominated Trustee; and provided further that nothing herein shall preclude the Board of Trustees from electing a person who previously served as a School Nominated Trustee to the Board of Trustees for up to two additional terms; provided that such person shall not be subject to removal and/or replacement by a Member School in such case. Except for the School Appointed Trustees, all Trustees will be elected by the existing Board of Trustees in accordance with procedures to be adopted thereby from time to time; such procedures shall include procedures for the nomination and election of parents of current students attending the School to serve as Trustees to ensure representation on the Board of Trustees from parents of students in each language track, which procedures shall be established no later than the School Commencement Date. The terms of Trustees, other than the initial School-Nominated Trustees, shall be staggered; in order to accomplish such objective, initial Trustees shall be divided into three substantially equal classes and they shall serve staggered terms of one, two, and three years, respectively. Thereafter, each Trustee shall hold office until the third annual meeting subsequent to his or her election with approximately one-third of the Trustees elected at each annual meeting. Each Trustees may be re-elected for up to two additional terms. A committee of the Board shall be responsible for nominating a slate of prospective Trustees. If a Trustee's term expires and a successor has not been elected, such Trustee shall continue to serve until a successor is elected or the number of Trustees is reduced.

**SECTION 5.04. *Removal or Resignation of Trustee.*** (a) The Board of Trustees may remove any Trustee, including a School-Nominated Trustee, who: (A) has been declared of unsound mind; (B) has been convicted of a felony; (C) has been found by a final court order to have breached a duty as a Trustee; or (D) has missed three (3) or more meetings in any twelve month period without being excused. In the event of the removal of a School-Nominated Trustee, the Member School appointing such School Nominated Trustee may appoint his or her successor.

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

**SECTION 5.05. *Vacancy on Board.*** A majority of the remaining Trustees, whether or not sufficient to constitute a quorum, may at any time fill a vacancy on the Board of Trustees which results from any cause, other than a vacancy among School-Nominated Trustees.

**SECTION 5.06. *Annual and Regular Meetings.*** The Corporation shall hold an annual meeting of its Board of Trustees for: (a) the election of officers, and (b) the transaction of such other business as may properly come before the meeting. The annual meeting shall be held during the first quarter of the Corporation's fiscal year at such place and at such time as determined by the Board of Trustees. The Corporation may hold other regular meetings at such times as are affixed by the Board of Trustees. Unless the Articles of Incorporation, the Nonprofit Act or Bylaws provide otherwise, any business may be considered at the annual or any other regular meeting without such business having been specified in the notice for such meeting. Failure to hold an annual meeting does not invalidate the Corporation's existence or affect any otherwise valid corporate acts.

**SECTION 5.07. *Special Meetings.*** Special meetings of the Board of Trustees may be called at any time by the Board Chair, or any two Trustees. Any business may be considered at any special meeting without such business having been specified in the notice for such meeting; provided that the notice of a special meeting at which the removal of a Trustee is to be considered must state that one of the purposes of the meeting is to vote on the removal of the Trustee. A special meeting of the Board of Trustees shall be held on such date and at such place as shall be designated in the notice for such meeting. In the event that the Executive Director requests a special meeting in order to obtain emergency board action such special meeting may be called upon such request by any Trustee.

**SECTION 5.08. *Notice of Meeting.*** The Secretary or such person's designee shall give notice to each Trustee of each meeting of the Board of Trustees. The notice shall state the time and place of the meeting. Notice is given to a Trustee when it is delivered personally to the Trustee, left at the Trustee's residence or usual place of business, or sent by facsimile or e-mail, at least 48 hours before the time of the meeting or, in the alternative, by U.S. mail to the Trustee's address as it shall appear on the records of the Corporation, at least seven (7) days before the time of the meeting. No notice of any meeting of the Board of Trustees need be given to any Trustee who attends except for the sole purpose of objecting to the lack of notice of such meeting, or to any Trustee who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Trustees may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by general announcement.

**SECTION 5.09. *Action by Trustees and Quorum.*** Unless the Articles of Incorporation, the Nonprofit Act or Bylaws require a greater proportion, the action of a majority of the Trustees present at a meeting at which a quorum is present shall constitute action of the Board of Trustees. A majority of the Board of Trustees shall constitute a quorum for the transaction of business. The Trustees present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Trustees to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called. Any action required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting, if an unanimous written consent which sets forth the action to be

taken is signed by each Trustee of the Board of Trustees and filed with the minutes of proceedings of the Board of Trustees.

**SECTION 5.10. Meeting by Conference Telephone.** Members of the Board of Trustees may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear one another. Participation in a meeting by these means constitutes presence in person at a meeting.

**SECTION 5.11. Compensation.** The Corporation shall not pay any compensation to any Trustee for services rendered to the Corporation as a Trustee, except that Trustee may be reimbursed for expenses incurred in the performance of his or her duties to the Corporation, in reasonable amounts as approved by a majority of the entire Board of Trustees excluding such Trustee. A Trustee who serves the Corporation in any other capacity may receive reasonable compensation for such other services pursuant to a resolution of the Board of Trustees approved by a majority of the entire Board of Trustees excluding such Trustee.

## **ARTICLE VI COMMITTEES**

**SECTION 6.01. Committees.** The Board of Trustees, by a vote of a majority of the Trustees then in office, may establish one or more standing committees comprised of one or more Trustees. The Board of Trustees may delegate to these committees any of the powers of the Board of Trustees, except the power to (a) elect or remove Trustees; (b) approve the dissolution, merger, or reorganization of the Corporation or distribution of its assets; (c) amend the Articles of Incorporation or the Bylaws; or (d) decide such other matters as the Board may hereinafter determine by a majority vote of the Trustees.

The chairperson of the Board of Trustees (the "Board Chair") shall appoint the members and the chairperson of each committee, subject to the approval of a majority of the Trustees then in office. Each committee shall adopt rules of procedure for its business that are consistent with Article V of the Bylaws. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting, if an unanimous written consent which sets forth the action is signed by each member of the committee and filed with the minutes of the committee. The Board Chair shall be an *ex officio* voting member of all committees. The members of a committee may conduct any meeting thereof by conference telephone or similar communications equipment in accordance with the provisions of Section 5.10.

Each member of a committee shall serve until the next annual meeting of the Board of Trustees and until such member's successor is appointed, unless: (a) the committee shall be sooner terminated, (b) such member be removed from such committee, with or without cause, by a

vote of a majority of the Trustees then in office, or (c) such member shall cease to be a Trustee or otherwise resign from such committee.

**SECTION 6.02. *Special Committees of the Board.*** The Board of Trustees may appoint one or more special committees for such special tasks as circumstances warrant. Such special committees shall limit their activities to the accomplishment of the task for which they are created and appointed and shall have no power to act except such as is specifically conferred by action of the Board of Trustees.

**SECTION 6.03. *Advisory Committees.*** (a) The Board of Trustees may appoint individuals who may or may not be Trustees of the Corporation to serve as an advisory committee to the Board. The advisory committees shall have such functions and responsibilities specified by the Board of Trustees; provided, however, that the Board of Trustees may not delegate any of its power, authority or functions to the advisory committee. Each advisory committee may adopt rules of procedure for its business that are consistent with Article V of the Bylaws and with the rules adopted by the Board of Trustees.

(b) The Board Chair shall appoint the members and the chairperson of each advisory committee. A majority of the members of an advisory committee shall constitute a quorum for the transaction of business. The members of a designated body may conduct any meeting thereof by conference telephone or similar communications equipment in accordance with the provisions of Section 5.10.

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

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

## **ARTICLE VII OFFICERS OF THE BOARD**

**SECTION 7.01. *Officers of the Board.*** The Corporation shall have a Board Chair, Vice Board Chair, Secretary, and Treasurer who shall be the officers of the Board, each of whom shall be duly elected and qualified Trustees of the Board. A person may hold more than one office in the Corporation but may not serve concurrently as both Board Chair and Secretary of the Corporation. The Board may elect or appoint such other officers and assistant officers as may be deemed necessary or appropriate.

**SECTION 7.02. Board Chair.** The Board Chair shall preside at all meetings of the Board of Trustees at which the Board Chair shall be present; and, in general, shall perform all such duties as are from time to time assigned to the Board Chair by the Board of Trustees; prior to the election of an initial Executive Director by the Trustees in accordance with the bylaws, the Board Chair shall also exercise such authority as is incident to the office of President and/or chief administrative officer of the Corporation.

**SECTION 7.03. Vice Board Chair.** The Vice Board Chair, in the absence of the Board Chair, shall preside at all meetings of the Board of Trustees at which the Vice Board Chair shall be present. In general, the Vice Board Chair shall perform all duties usually performed by a Board Chair of a corporation and such other duties as are from time to time assigned to the Vice Board Chair by the Board of Trustees.

**SECTION 7.04. Secretary.** The Secretary shall keep the minutes of the meetings of the Board of Trustees and of any committees, in books provided for the purpose. The Secretary shall see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law and shall be custodian of the records of the Corporation. In general, the Secretary shall perform all duties incident to the office of a secretary of a corporation, and such other duties as are from time to time assigned to the Secretary by the Board of Trustees.

**SECTION 7.05. Treasurer.** The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Trustees. The Treasurer shall render to the President and to the Board of Trustees, whenever requested, an account of the financial condition of the Corporation. In general, the Treasurer shall perform all the duties incident to the office of a treasurer of a corporation, and such other duties as are from time to time assigned to the Treasurer by the Board of Trustees.

**SECTION 7.06. Assistant Secretary.** The Board may appoint one or more Assistant Secretaries who need not be members of the Board and who may be employees of the Corporation. An Assistant Secretary may perform or assist in the performance of all duties incident to the office of Secretary including such ministerial acts as the attestation, execution, and sealing of documents and instruments of the Corporation and shall perform, in general, such duties as shall be assigned by the Board Chair, the Secretary, or the Board of Trustees.

**SECTION 7.07. Assistant Treasurer.** The Board may appoint an Assistant Treasurer who need not be a member of the Board and who may be an employee of the Corporation. The Assistant Treasurer may perform or assist in the performance of all duties incident to the office of Treasurer including maintaining the financial records of the Corporation; providing for the safekeeping of the funds and securities of the Corporation; receiving monies due and payable to the Corporation; depositing all such monies in the name of the Corporation in such banks, trust companies, and other depositories as selected by the

Corporation; disbursing designated gifts in accordance with the donor's designation and with the policies of the Corporation; and distributing funds authorized to be paid by the Corporation. The Assistant Treasurer may sign, with the Secretary or Assistant Secretary or any other proper officer of the Corporation thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or the By-Laws to some other officer or agent of the Corporation, or shall be required by the law to be otherwise signed or executed. The Assistant Treasurer shall also perform, in general, such duties as shall be assigned by the Board Chair, the Treasurer, or the Board of Trustees.

**SECTION 7.08. *Election and Tenure of Officers.*** The Board of Trustees shall elect the officers of the Board, who shall be elected for terms not to exceed two years. An officer may be re-elected for additional terms. The Board of Trustees may remove any officer at any time, with or without cause. The Board of Trustees may fill a vacancy which occurs in any office for the unexpired portion of the term. Any officer may resign at any time by giving written notice to the Board of Trustees. Unless otherwise specified in the written notice, the resignation shall be effective upon delivery to the Corporation.

**SECTION 7.09. *Vacancies.*** Vacancies in any office arising from any cause may be filled by the Board of Trustees at any regular or special meeting of the Board or by unanimous written consent of the Board.

## **ARTICLE VIII ADMINISTRATIVE OFFICERS**

**SECTION 8.01 *Executive Director.*** (a) Once appointed by the Board, the Executive Director shall be the chief executive officer of the Corporation and report to the Board of Trustees. The Executive Director shall, subject to the direction of the Board, (1) be responsible for general supervision of the business and affairs of the Corporation, (2) be responsible for providing broad leadership and direction to the Corporation and (3) establish and maintain management systems needed to ensure and report on the implementation of policies established by the Board of Trustees. For the avoidance of doubt, the Executive Director shall not be a Trustee but will be expected to attend and participate, on a non-voting basis, in meetings of the Board of Trustees.

(b) The Executive Director shall be evaluated and may be removed, with or without cause, by a majority of the Trustees of the Corporation, and his or her successors shall be elected from time to time with the consent of a majority of the Trustees of the Corporation. The Executive Director shall report to the Board, and between Board meetings, to the Board Chair, acting on behalf of the Board.

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

by the Board or the Bylaws to some other officer or agent of the Corporation, or shall be required by the law to be otherwise signed or executed.

(d) Prior to the election of an Executive Director (the "Interim Period"), the role of the Executive Director of the Corporation shall be split and fulfilled by two officers, a Chief Operating Officer and a Chief Education Officer, to be elected by the Board, with the division of duties and authority thereof to be specified by the Board. During the Interim Period, each reference in these Bylaws to the Executive Director shall mean the Chief Operating Officer and the Chief Education Officer.

**SECTION 8.02. *Subordinate Officers.*** The subordinate officers of the Corporation are all administrative officers below the office of Executive Director. The Executive Director shall designate those individuals who shall serve as subordinate officers, and they shall have such duties as are from time to time assigned to them by the Executive Director.

## **ARTICLE IX FINANCE**

**SECTION 9.01. *Checks, Drafts, Etc.*** All checks, drafts and orders for the payment of money, notes, and other evidences of indebtedness, issued in the name of the Corporation, shall, unless otherwise provided by resolution of the Board of Trustees, including any banking resolution, be signed by the either the Executive Director or the Board Chair, or by the designees of either the Executive Director or the Board Chair; provided, however, that each designee shall be approved in advance by the Board of Trustees, which may impose additional limitations on such re-delegated authority.

**SECTION 9.02. *Fiscal Year.*** The fiscal year of the Corporation shall be the twelve calendar month period ending June 30 in each year, unless otherwise provided by the Board of Trustees.

## **ARTICLE X INDEMNIFICATION**

**SECTION 10.01. *Indemnification.*** (a) The Corporation shall indemnify any officer or Trustee to the extent the officer or Trustee was successful, on the merits or otherwise, in the defense of any proceeding to which the officer or Trustee was a party because the officer or Trustee was an officer or Trustee of the Corporation against reasonable expenses incurred by the officer or Trustee in connection with the proceeding.

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

- (1) Acted in good faith;
- (2) Reasonably believed:

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

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

(d) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent is not, in itself, determinative that the officer or Trustee did not meet the standard of conduct contained in this Section 10.01.

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

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

**SECTION 10.02. *Advance for Expenses.*** (a) The Corporation shall, before final disposition of a proceeding and without the requirement of any additional authorization by the Board of Trustees or the Member Schools, advance funds to pay for or reimburse the reasonable expenses incurred by an individual who is a party to a proceeding because he or she was an officer or Trustee if the individual delivers to the Corporation (1) a written statement signed by the individual setting forth his or her good faith belief that he or she has met the relevant standard of conduct described in these Bylaws and the Nonprofit Code; and (2) an undertaking in the form of an unlimited general obligation to repay any funds advanced if the individual is not entitled to indemnification under these Bylaws or mandatory indemnification under the Nonprofit Code.

**SECTION 10.03. *Determination of Indemnification.*** (a) The Corporation may not indemnify an officer or Trustee under SubSection 10.01(b) unless it is previously determined, in accordance with SubSection 10.03(b), that indemnification of the officer or Trustee is permissible because he or she has met the relevant standard of conduct in the Bylaws and the Nonprofit Code.

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

(c) With respect to any matter disposed of by a settlement or compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such settlement or compromise payment is approved: (1) by a majority vote of the disinterested Trustees, a majority of whom will constitute a quorum for that purpose; (2) by a majority of the members of a committee of two or more disinterested Trustees appointed by such a vote; (3) if there are fewer than two disinterested Trustees, by the Board, in which case Trustees who do not qualify as disinterested Trustees may participate; provided that the Member Schools or special legal counsel selected in the manner prescribed in Subsection (b)(2), above, determines that indemnification is permissible because the officer or Trustee has met the relevant standard of conduct in the Bylaws and the Nonprofit Code; or (4) by a court of competent jurisdiction.

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

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

**SECTION 10.04. Severability.** Each provision of this Article X is intended to be severable, and if any term or provision is invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Article X.

## ARTICLE XI MISCELLANEOUS

**SECTION 11.01. Maintenance of Tax Exempt Status.** The Corporation shall not carry on any activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding

provisions of any future United States Internal Revenue Law), or (ii) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

**SECTION 11.02. *Books and Records.*** The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Board of Trustees and of any executive or other committee when exercising any of the powers of the Board of Trustees. The books and records of the Corporation may be in written form or in any other form that can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction. The original or a certified copy of the Articles of Incorporation, Bylaws, committee charters and designated body charters, if any, shall be kept at the principal office of the Corporation. All books and records of the Corporation may be inspected for any proper purpose at any reasonable time.

**SECTION 11.03. *Corporate Seal.*** The Board of Trustees shall provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Trustees may authorize one or more duplicate seals and provide for the custody thereof. If the Corporation is required to place its corporate seal to a document, it is sufficient to meet the requirement of any law, rule or regulation relating to a corporate seal to place the word "Seal" adjacent to the signature of the person authorized to sign the document on behalf of the Corporation.

**SECTION 11.04. *Voting Upon Shares in Other Corporations.*** The accounts of the Corporation may from time to time hold securities. Stock of other corporations or associations, registered in the name of the Corporation, may be voted by the Board Chair, the Treasurer or Executive Director or a proxy appointed by any of them. The Board of Trustees, however, may by resolution appoint some other person to vote such shares, in which case such person shall be entitled to vote such shares upon the production of a certified copy of such resolution.

**SECTION 11.05. *Execution of Documents.*** A person who holds more than one office in the Corporation may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer.

**SECTION 11.06. *Amendments.*** The Bylaws may be amended by the vote of two-thirds of the Trustees at the annual, regular or special meeting; provided that notice of such proposed amendment shall be given to the Board of Trustees and each Member School at least 10 days prior to such vote; and provided further that any amendment that: (1) changes the rights of the Member Schools generally or provides that some of the Member Schools have different rights from other Member Schools, (2) or (2) relating to the levying of dues or assessments on the Member Schools, shall be subject to the approval of the Member Schools at an annual or special meeting of the Member Schools.

**SECTION 11.07. *Mandatory Dissolution; Distribution of Assets.*** The authority of the Corporation to operate the School with all of the authority, rights and obligations of a District of Columbia public charter school has been recognized by the District of Columbia Public Charter School Board (the “Chartering Authority”) in accordance with the District of Columbia School Reform Act (the “SRA”); such authorization is set forth in the agreement executed between the Corporation and the Charter Authority (the “Authorization”). As required by the Authorization and the SRA, the Corporation shall be dissolved when pursuant to the Authorization: (1) the Authorization is revoked by the Chartering Authority, (2) the Authorization is not renewed by the Chartering Authority, or (3) the Corporation voluntarily relinquishes the Authorization. If the Corporation is dissolved for any of such reasons, then any assets that are available for distribution shall be distributed pursuant to a plan of distribution in accordance with §38-1802.13a of the SRA.

# **ATTACHMENT C**

## Attachment C

To ensure the health and safety of students, employees, and guests of DCI, the Operator will comply with all applicable federal and District of Columbia health and safety regulation and any applicable requirements of the Occupational Safety and Health Administration. Furthermore, the Operator will submit, before September 16 of each year, a report to the District of Columbia Public Charter School Board and, in each control year to the District of Columbia Financial Responsibility and Management Assistance Authority, a report that documents that the facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia, (including the District of Columbia Fire Prevention Code, DC Code §6-701.01 et seq. (D.C. Fire Code). The report shall be open to public inspection and available upon request. In addition, the Operator will submit to all applicable health and safety inspections by government officials, and take all appropriate steps to ensure appropriate air quality/ventilation, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulation.

In addition to maintaining a safe facility, the Operator will take steps to provide required and appropriate health and safety training to its staff. For example, staff may be required to complete annual courses in preventing, recognizing, and providing basic care for injuries and sudden illnesses until advanced medical personnel arrive. Other training alternatives, as may be required or be customary for urban elementary schools, will be explored. The school will be equipped with appropriate first aid kits, and the Operator will consider, in its selection of a facility and allocation of space within such facility, the applicable requirements for obtaining nursing services from the District of Columbia, including the availability of an appropriately-equipped on-site health unit. In accordance with the DC Code §38-501 et seq. and applicable requirements of the District of Columbia Department of Health, the Operator will also require evidence of students' required immunizations and provide information to parents on such requirements in a timely manner.

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

If necessary, to ensure the safety of our students arriving at school or departing from school by foot, the Operator will seek assignment of a crossing guard or guards through the Metropolitan Police Department and will consider using volunteers in such role.

# **ATTACHMENT D**



# District of Columbia International School

October 1, 2014

Scott Pearson  
Executive Director  
Public Charter School Board  
3333 14th Street NW  
Washington, DC 20010

Dear Mr. Pearson:

On behalf of the Board of Trustees of District of Columbia International School ("DCI"), I am pleased to confirm that DCI has decided to seek accreditation from Middle States (<http://www.msa-cess.org/>) for its middle school (6-8) and high school (9-12) program.

Sincerely,  
Myma Peralta   
President Board of Trustees

# **ATTACHMENT E**

## Attachment E

All staff of DCI will be employees or contractors of the Combined School Corporation and in general will be classified as at will employees.

DCI will be a drug free workplace and learning environment. As required by this Agreement, the Combined School Corporation will conduct background checks on all employees prior to their hiring using an independent private firm with international search capabilities. The Combined School Corporation will be an Equal Employment Opportunity Employer and will not discriminate on the basis of age, sex, race, color, religion, national origin, pregnancy, marital status, or disability. In accordance with relevant law, all staff will be required to submit police clearance and proof of Tuberculosis testing.

The Combined School Corporation will verify that the employee is permitted to work in this country and complete Form I-9 for the Immigration and Naturalization Service. DCI, pulling from the experience of the Consortium Members will develop a comprehensive personnel plan that promotes professionalism, distributed leadership, continuous learning, trust and motivation within the staff. This will include customized staff contracts, evaluation plans, salary, and benefit plans and other policies designed to attract and retain a committed and highly qualified staff. Like many innovative charter schools and charter school managers, DCI will attract staff that is enthusiastic about the challenge and opportunity of building a unique language-based International Baccalaureate school.

The Combined School Corporation will offer salary and compensation packages based on education and experience that are competitive. Employee benefits will include health care, dental care, disability and a retirement savings plan. With respect to any teacher hired from the DCPS, to the extent required by applicable law, the Combined School Corporation will comply with all DCPS requirements to protect certain rights and benefits of such employees.

Detailed policies concerning employees will be set forth in DCI's employee handbook.

# **ATTACHMENT F**

## ATTACHMENT F

### Pre-Opening Visit Checklist – New Charter School

*\*Items may be uploaded into Epicenter*

#### Governance and Management

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

#### Staffing

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

#### Curriculum and Instruction

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"> <li>• Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening</li> </ul>
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none"> <li>• School calendar—includes 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days*</li> </ul>

## ATTACHMENT F

Area of Review	Examples of Acceptable Documentation
	<ul style="list-style-type: none"> <li>• Class Schedules</li> <li>• Copy of parent/student/family handbook / resource in which calendar was printed, along with confirmation of receipt (however school tracks that information was given to parent).</li> </ul>
Provisions have been made for assessing and serving students with special needs.	<ul style="list-style-type: none"> <li>• Evidence that needed staff is on board to provide special needs services, or evidence that services have been contracted.</li> <li>• Documentation that contracts for services equal to or exceeding \$25,000 have been reviewed by PCSB.</li> </ul>

### Students and Parents

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"> <li>• Copy of parent/student/family handbook / resource in which the discipline policy is printed, along with confirmation of receipt *</li> </ul>
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> <li>• Student rosters/records are on file and accessible to teachers for planning</li> </ul>
Intake process includes measures to identify students with special needs.	<ul style="list-style-type: none"> <li>• Description of process for identifying students with special needs (e.g., copy of information in enrollment packet)</li> </ul>
Valid proof of DC residency is on file for each student	<ul style="list-style-type: none"> <li>• All residency forms from OSSE have been completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted.</li> </ul>
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> <li>• Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA)</li> <li>• Evidence that the records of students with disabilities are kept in a secure location</li> <li>• Evidence that parents or adult students have been provided with notice of their rights under FERPA</li> </ul>
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> <li>• Description of complaint resolution process in employee, parent, and student handbooks. *</li> </ul>

## ATTACHMENT F

### Operations

Area of Review	Examples of Acceptable Documentation
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <ul style="list-style-type: none"> <li>-system to accurately collect and submit daily attendance</li> <li>-system to accurately collect excused absence documentation</li> <li>-system for mandatory reporting to CFSA and/or DC Superior Court, when applicable</li> <li>-system to accurately submit discipline incidents</li> <li>-system to accurately submit Compliance documents to PCSB</li> </ul>	<ul style="list-style-type: none"> <li>• Student Information System is in place</li> <li>• Staff member(s) have been trained on ProActive, the school's Student Information System, and Epicenter</li> </ul>
<p>Arrangements have been made for food service.</p>	<ul style="list-style-type: none"> <li>• Food service contract</li> <li>• Documentation that contract equal to or exceeding \$25,000 has been reviewed by PCSB.</li> <li>• Record of Basic Business License (BBL)</li> </ul>
<p>Provisions have been made for health services and immunization, if appropriate.</p>	<ul style="list-style-type: none"> <li>• Evidence that health services and immunizations services are available (school nurse, contract with local health facility, etc.)</li> <li>• Evidence of access to the immunization registry and a mechanism for entering immunization data.</li> </ul>
<p>There are written plans for such life safety procedures as fire drills and emergency evacuation.</p>	<ul style="list-style-type: none"> <li>• Written plans for life safety procedures included in faculty and student handbooks</li> <li>• Fire drill schedule (one drill within the first ten days; and conducted monthly for the remainder of the school year) *</li> </ul>
<p>A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB</p>	<ul style="list-style-type: none"> <li>• Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB</li> </ul>

### Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation
<p>Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.</p>	<ul style="list-style-type: none"> <li>• Space meets the needs of the program and number of students to be served</li> </ul>

## ATTACHMENT F

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>
Systems are in place for student drop-off and pick-up	<ul style="list-style-type: none"> <li>• Clear plans on file for student drop-off and pick-up before school, during school hours, and after school</li> </ul>
Classroom furniture is available for instruction (or will be)	<ul style="list-style-type: none"> <li>• School admin confirms that classroom furnishings are appropriate for the school's educational model</li> </ul>
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> <li>• School admin confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school</li> </ul>
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> <li>• Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building*</li> </ul>
If needed (eg., for a school occupying temporary space), parent permission slips are on file.	<ul style="list-style-type: none"> <li>• Parent permission slips</li> </ul>
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> <li>• Certificates of insurance on file at school with coverage in accordance with their charter or meeting the minimum levels recommended*:               <ul style="list-style-type: none"> <li>• General Liability - \$1000 per occurrence, \$2000 aggregate</li> <li>• Directors and Officers Liability - \$1000</li> <li>• Educators Legal Liability - \$1000</li> <li>• Umbrella Coverage - \$3000; \$5000 if providing transportation</li> <li>• Property/Lease Insurance - 100 percent of replacement cost</li> <li>• Boiler and Machinery Insurance - \$1000 (if appropriate actual loss sustained )</li> <li>• Auto Liability Insurance - \$1000</li> <li>• Workers Compensation - As required by law</li> </ul> </li> </ul>

# **ATTACHMENT G**

## **Enrollment Procedures and Policies for DCI**

### **MEMBER SCHOOL STUDENTS ENROLLMENT**

#### **Steps for Enrollment for Member Schools' Students**

1. Intent to Enroll forms are distributed starting early **October** to parents/guardians of students in the incoming grades.
2. Families must return Intent to Enroll Forms **early December**.
3. [Registration Records](#) are distributed in January to families by the member schools.
4. The Registration Records and DC Residency Forms are due by early May. Once this is completed a student is considered Enrolled. Application Forms for siblings will be included with the Registration Record.
5. Students are only assured a spot in their CURRENT language program.

#### **INTENT TO ENROLL**

In the Intent to Enroll forms, parents/guardians of fifth and sixth graders will be asked if they intend to enroll their children at DCI for the following school year.

Member school administrators will send/distribute the forms electronically/via paper to students' parents/guardians. Parents/guardians are required to return completed forms to their member school registrar by early **December** to reserve spots for the following school year.

Member schools are expected to collect the Intent to Enroll forms; DCI will pick up the forms from member schools on a bi-weekly basis. DCI will keep a master list and contact families to confirm that their form(s) have been received.

#### **REGISTRATION RECORDS**

In **January**, DCI will ask member schools to distribute the Registration Record to parents who filled out the Intent to Enroll. Each school will receive a list of students whose parents should receive the Registration Record form. Here is a link to the [Registration Record](#) form.

The Registration Record will be due early **May**. If DCI does not receive a student's complete Registration Record and proof of DC Residency by the May deadline, then the student will not be guaranteed a spot for the following school year.

### **NEW STUDENTS APPLICATION AND ENROLLMENT**

#### **Steps for Application and Enrollment for New Students who come in via the Lottery**

1. Applications open in **November** online at [www.dcinternationalschool.org](http://www.dcinternationalschool.org). Member schools will have paper copies.
2. Applications close in **April**.
3. Applications ask the students to rank their language preference.
4. If there are any available slots, then DCI will host a lottery in **April**.

5. [Registration Records](#) are due one week after a student is offered a spot. Beginning two weeks prior to the first day of school, Registration Records are due 24 hours after a student is offered a spot.
6. If a student is chosen in the lottery or off the waitlist, they are placed in their highest-ranked language slot and on a waitlist for the other two languages.
7. If spots open up in a preferred language, then students are moved off/up the language waitlist.
8. Switching language programs via the waitlists is only allowed up until two weeks prior to the opening of school.

#### **For Siblings entering as new DCI students**

1. Siblings from all member schools are given preference in their enrolled **SIBLING'S LANGUAGE**.
2. Member schools will send out the Sibling Survey in October to determine sibling numbers. [Paper Survey](#); [Electronic Survey](#). **Sibling Surveys are due early November.**
3. If there are fewer siblings than there are spots available, then siblings will apply and be enrolled concurrently with re-enrolling students.
4. If there are more siblings than spaces, then siblings must apply early **January** and there will be a sibling-only lottery held in **January**. A sibling waitlist will be created based off the lottery.
5. All member school lotteries will be completed by early April. In that process, siblings of entering member school students will be identified and given preference.

[Applications](#) open online at [www.dciinternationalschool.org](http://www.dciinternationalschool.org) in **November**. Applications close in **April**. To submit an application, parents/guardians may:

- Fill it out and submit online,
- Mail in the forms to DCI, or
- Submit them in person at any member school.

There is a survey to determine whether siblings in incoming grades would like to attend DCI in October: [Paper Survey](#); [Electronic Survey](#). Each member school will send out the survey to their school community in October. The Survey is due in **November**. If there are fewer siblings than available spots, then the siblings will be automatically enrolled in their sibling's member school target language on the same timeframe as current students. Siblings will be placed in a sibling-only lottery if there are more siblings than spots available.

All member school lotteries will be complete by early **April**. In that process, siblings of entering member school students will be identified and given preference.

If additional spaces are available, the lottery will occur in **mid-April**. There will be a random lottery assigning all applicants a number. DCI will pull through the applicants - every applicant will be given a number and placed on the lottery list. DCI will accept as many students as there are spaces available.

Students who are accepted in the lottery do not convey sibling preference to their siblings to attend member schools. This policy is in place because it difficult to determine and track sibling preference into five schools.

Once applicants are accepted through the lottery, they rank their language choices. If no spot in the student's top language choice is available, the student has two options: take the next highest-ranked language spot available, or decline to enroll at DCI. We will endeavor to maintain a waiting list of first choices, but there is no guarantee students will be offered a more preferred language choice. If spots in a more preferred language open prior to the two weeks before school starts the student is moved up the list(s) and switched automatically. For example, there are spots in Spanish only and the student ranked C, F, S, the accepted student would be placed on the Chinese and French waitlists in order of his/her lottery number. If a spot opens in Chinese, the child will be taken out of Spanish, off the French waitlist and placed in Chinese. If parents/guardians ONLY want the first language choice then it is up to them to decline the spot.

The [Registration Record](#) and DC Residency will be due in person one week after the lottery or one week after the student is offered a spot through the summer.

The waitlist will be maintained online until the week prior to the first week of school. We will move quickly down the waitlist. Each Monday we will accept new students and their paperwork will be due the following Friday to secure a spot. If spots become available the last two weeks before school starts and through the school year, paperwork will be due within 24 hours and there will be no options for language other than the spot offered.

When the Registration Record and enrollment paperwork is turned in, the education team will review it to see if the students have background in their target language. If there is background, DCI will test the student and place them into the appropriate level.

These dates will be updated each year in October. If DCI is able to participate in the Common Lottery, the school will plan to and the procedures will be updated.

# **ATTACHMENT H**

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

- Emphasize care, effective communication and quality relationships based on mutual respect;
- Value effort, present achievable but challenging expectations, build self-esteem and encourage students to be responsible and independent learners; and
- Promote the development of knowledgeable, morally and socially responsible citizens who are self-determined.

DCI will only consider student suspension or expulsion for serious/repeated conduct that violates the rights of others in the school community to feel safe, learn, or maintain property. DCI aims to be a low-suspension/no expulsion school. We believe in consequences that have the student making restitution rather than being excluded from learning. DCI will observe the tenets of restorative justice and positive behavior interventions and supports because it believes that students a) belong in school, and b) that punishment does not change behavior, but intervention does. DCI will include Positive Behavioral Intervention and Supports (“PBIS”) and Restorative Practices such as restorative conferences, peace circles, family conferences, and peer juries in order to be proactive about preventing suspension or expulsion. The discipline provisions of the Individuals with Disabilities Education Act (“IDEA”) are observed regarding consequences for students with disabilities.

- For short-term suspensions (10 days or fewer) the decision to suspend a student shall be made by a Principal or Administrative Designee with or without the recommendation of the student’s teacher or other school employee. The Principal or Administrative Designee will determine the number of days for suspension based on the severity of the infraction, the age of the student, and previous infractions. The suspension shall become effective immediately unless otherwise stated by a Principal or Administrative Designee. After three suspensions from school within the same school year for the same or different chronic infractions, expulsion will be seriously considered. The DCI requires that a parent/guardian attend a meeting with a Principal or Administrative Designee and at least one of the student’s teachers before a student may return to school. Upon notification of suspension, a parent/guardian should contact a Principal or Administrative Designee to schedule this meeting.
- Any student involved in a very serious discipline incident (e.g. Tier 3) may be a candidate for long-term suspension (more than 10 days, maximum of 20 days) or expulsion. IDEA discipline provisions are observed in cases regarding students with disabilities.
- Prior to the determination for a long-term suspension or expulsion, the family will be invited to participate in a School Judiciary Committee meeting so that the family, student and school administration can better understand the incident and determine if a long-term suspension or expulsion is warranted. The School Judiciary Committee meeting is an opportunity for the student and family to engage in a dialogue about the incident in order

to share all pertinent information about the incident and/or student's situation and the family is encouraged to bring mentors or other individuals who might support the family.

- If, after the School Judiciary Committee meeting, the school administration determines that it may still take actions to suspend or expel the student, a Long-Term Suspension or Expulsion Determination meeting will be scheduled with the Head of School and appropriate school personnel. The goal of this meeting will be to summarize the incident and offer the family an opportunity to present evidence of extenuating circumstances for consideration in the final determination. Only the Head of School may make the decision for suspensions exceeding ten days or expulsion.
- The decision to suspend or expel a student shall be made in writing and given to the parent/guardian. The student's parents/guardians have five school days to challenge the suspension or expulsion by submitting an appeal of a Principal's or Head of School's decision, in writing, to the Head of School and Chair of the Board of Trustees. The Board of Trustees will issue a decision in writing to the parents/guardians and the school administration within 5 school days after receiving the appeal. The Chair of the Board of Trustees shall convene a special meeting of the Board of Trustees to consider the appeal of the suspension or expulsion. The student and his or her parents/guardians, the student's teachers, a Principal or Administrative Designee, the Head of School, and other school staff may be invited to participate in this special meeting as the Board sees fit. The decision of the Board of Trustees in affirming or reversing a Principal's or Head of School's decision is final.
- The basis for disciplining, suspending or expelling students with disabilities shall be no different than the basis for such actions taken against students without disabilities. Reasonable accommodation of a student's disabilities shall not prevent DCI from disciplining, suspending or expelling students when behavior not related to the disability threatens the health, safety or welfare of a student, teacher or staff member or repeatedly impairs instruction for the student's classmates. However, under IDEA 2004 students with disabilities are entitled to certain additional procedural protections during the discipline process. These protections include, but are not limited to, requirements for a meeting to determine if behaviors resulting in expulsion or suspension longer than ten (10) days are a manifestation of a student's disability.

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

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

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

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

Parents/guardians have the right to:

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

Parents/guardians have a responsibility to:

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

Parents and Guardians will be encouraged to:

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

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

LEVEL 1	LEVEL 2	LEVEL 3
<p>Low level, minor, infrequent behaviors that do not significantly interrupt the teaching and learning of others:</p> <ul style="list-style-type: none"> <li>Off task</li> <li>Not finishing work or homework</li> <li>Non-compliance</li> <li>Inappropriate moving around the school</li> <li>Using inappropriate language</li> <li>Chewing gum</li> <li>Littering</li> <li>Spitting</li> <li>Bringing inappropriate items to school</li> <li>Being late</li> <li>Being in an inappropriate area</li> </ul>	<p>Persistent behaviors that disrupt teaching and learning, or repeated Level 1 Behaviors.</p> <ul style="list-style-type: none"> <li>Non-compliance</li> <li>Defiance or disrespect</li> <li>Swearing or other verbal abuse</li> <li>Sexual or racial harassment</li> <li>Teasing or bullying</li> <li>Physical abuse, fighting</li> <li>Unsafe play</li> <li>Theft</li> <li>Vandalism or graffiti</li> <li>Leaving school without permission, truancy</li> <li>Inappropriate use of computers</li> <li>Cheating</li> <li>Possessing tobacco, alcohol or other chemical products</li> <li>Possessing or accessing pornographic material</li> <li>Computer hacking, trashing or interfering in any way with another persons' work or intellectual property</li> </ul>	<p>Repeated Level 2 Behaviors, Extreme Violence, Dangerous or Illegal Behaviors while under school jurisdiction:</p> <ul style="list-style-type: none"> <li>Extreme violence towards self, others or property</li> <li>Using (on school property during the school day) or distributing alcohol or other chemical products</li> <li>Possessing dangerous items or weapons</li> <li>Repeated bullying or cyberbullying</li> </ul>
<p>Logical and planned interventions (Least to most intrusive)</p> <ul style="list-style-type: none"> <li>Clear Direction</li> <li>Rule Reminder</li> <li>Choice</li> <li>Logical Consequence</li> <li>Time Out/Loss of privileges</li> <li>Family Conference</li> </ul>	<p>Planned Team Support which will involve teachers, parents, counselors, administration and may include:</p> <ul style="list-style-type: none"> <li>Suspension of privileges</li> <li>Time in an alternate setting</li> <li>Contracts</li> <li>Family Conference</li> <li>Individual Behavior Plan/Counseling</li> <li>Restitution mutually agreed upon by student/family/affected party</li> <li>Suspension for no more than 2 days</li> </ul>	<p>Planned team support which will involve parents, teachers, counselor, administrators and other support agencies as appropriate:</p> <ul style="list-style-type: none"> <li>Family Conference</li> <li>Restitution mutually agreed upon by student/family/affected party</li> <li>In-School Suspension</li> <li>Drug testing (urine testing)</li> <li>Suspension for no more than 20 days</li> <li>Expulsion</li> </ul>

Through PBIS, DCI aims to:

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

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

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

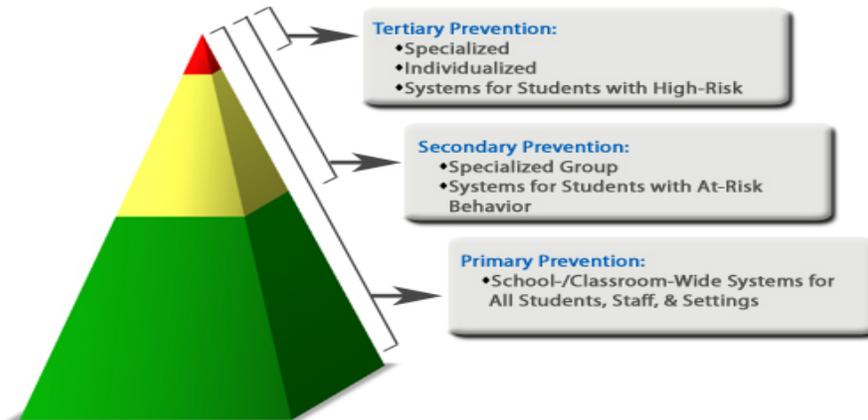
We want students to find affirming adult and peer role models, regular opportunities to experience academic and social success, and social exchanges that foster enduring peer and adult relationships. Students will learn and demonstrate the DCI Principles: Respect Ourselves, Respect Our Community, and Respect Our Environment.

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

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

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

**Continuum of School-Wide Instructional & Positive Behavior Support**



source: *OSEP Technical Assistance Center on Positive Behavioral Interventions and Supports*: [www.pbis.org](http://www.pbis.org)

# **ATTACHMENT I**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Early, Cassidy & Schilling, Inc. 15200 Omega Drive Suite 100 Rockville MD 20850	<b>CONTACT NAME:</b> Terri L Smith <b>PHONE (A/C. No. Ext):</b> (301) 948-5800 <b>E-MAIL ADDRESS:</b> certs@ecsinsure.com	<b>FAX (A/C. No.):</b> (240) 864-8122	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> (202) 459-4790 The District of Columbia International School  220 Taylor St., NE  Washington DC 20017	<b>INSURER A:</b> Hartford Insurance Company of		37478
	<b>INSURER B:</b> Hanover Insurance Company		22292
	<b>INSURER C:</b> Massachusetts Bay Insurance Co		22306
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 11063

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZDRA375867-00	7/3/2014	7/3/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZDRA375867-00	7/3/2014	7/3/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UHRA376273-00	7/3/2014	7/3/2015	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	42WECCR0708	7/7/2014	7/3/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Directors and Officers			LHR A109899	9/17/2014	9/17/2015	Limit/Ded. \$7,500	1,000,000
C	Business Personal Prop.			ZDRA375867-00	7/3/2014	7/3/2015	Limit/RC/Special Form/Ded. \$1,000	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Policy #ZDRA375867-00, Carrier: Massachusetts Bay Insurance Company, Eff-Exp Dates: 7/3/2014 - 7/3/2015:

- Abuse/Molestation - \$1,000,000 Each Incident/\$1,000 Aggregate;
- Educators Legal Liability - \$1,000,000.

Proof of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2014/01)

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# **ATTACHMENT J**

The key personnel include Executive Director and Principal.

Initially, the role of Executive Director will be split into two offices: Chief Operating Officer (Mary Shaffner) and Chief Education Officer (Carmen Rioux Bailey). The role of Principal is filled by Simon Rodberg.

# **ATTACHMENT K**

## ATTACHMENT K

### Maximum Enrollment – District of Columbia International

- Enrollment Ceiling for each year is listed as the Total for that year. The school may enroll greater numbers in a particular grade, as long as it does not exceed the total enrollment ceiling.

<b>Grade</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2024 (at capacity)</b>
6	125	180	194	277	327	308
7	90	135	180	194	277	308
8	0	100	135	180	194	308
9	0	0	100	135	180	308
10	0	0	0	100	135	308
11	0	0	0	0	60	308
12	0	0	0	0	0	308
<b>Total</b>	<b>215</b>	<b>415</b>	<b>609</b>	<b>886</b>	<b>1213</b>	<b>2156</b>
Projected special education						
Projected ELL						
Campuses	1	1	1	1	1	1

# Appendix B



January 26, 2018

Andrea Lachenmayr, Board Chair  
District of Columbia International School  
1400 Main Drive NW  
Washington, DC 20012

Dear Ms. Lachenmayr,

The DC Public Charter School Board (DC PCSB) conducts Qualitative Site Reviews to gather and document evidence to support school oversight. According to the School Reform Act § 38-1802.11, DC PCSB shall monitor the progress of each school in meeting the goals and student academic achievement expectations specified in the school's charter. Your school was selected to undergo a Qualitative Site Review during the 2017-18 school year for the following reason:

- School eligible for 5-year charter review during 2018-19 school year

**Qualitative Site Review Report**

A Qualitative Site Review team conducted on-site reviews of District of Columbia International School (DCI) between November 27 and December 8, 2017. Enclosed is the team's report. You will find that the Qualitative Site Review Report focuses primarily on the following areas: classroom environment and instruction.

We appreciate the assistance and hospitality that you and your staff gave the monitoring team in conducting the Qualitative Site Review at DCI.

Sincerely,



Naomi DeVeaux  
Deputy Director

Enclosures  
cc: Mary Shaffner, Executive Director

# Qualitative Site Review Report

**Date:** January 26, 2018

## **Campus Information**

**Campus Name:** District of Columbia International School (DCI)

**Ward:** 4

**Grade levels:** 6-12

## **Qualitative Site Review Information**

**Reason for visit:** School eligible for 5-year charter review during 2018-19 school year

**Two-week window:** November 27 – December 8, 2017

**QSR team members:** Two DC PCSB staff members including one special education (SPED) specialist, six consultants including three language specialists (French, Spanish, and Mandarin)

**Number of observations:** 38

**Total enrollment:** 801

**Students with Disabilities enrollment:** 109

**English Language Learners enrollment:** 61

**In-seat attendance on observation days:**

**Visit 1:** November 28, 2017 – 92.4%

**Visit 2:** November 29, 2017 – 95.0%

**Visit 3:** November 30, 2017 – 95.2%

**Visit 5:** December 5, 2017 – 95.0%

**Visit 6:** December 6, 2017 – 93.8%

**Visit 7:** December 7, 2017 – 93.3%

## **Summary**

DCI's mission is:

To inspire inquiring, engaged, knowledgeable, and caring secondary students who are multi-lingual, culturally competent, and committed to proactively create a socially just and sustainable world.

The school employs several strategies to support their mission including offering students flexibility in choosing how to spend time in and out of classrooms and individualized academic support. In several observations students had academic choice about where and how they completed assignments. During "brunch" each day students could play outside, socialize, or seek tutoring from teachers.

Overall, students were actively engaged in academically rigorous content that offered them opportunities to become culturally competent, socially just, and multi-lingual. Most students asked questions, participated enthusiastically, and used Chromebooks effectively. The QSR team observed classes taught in Spanish, French, and Mandarin. English-only classrooms had posters and information from other countries on their doors and around the rooms. Teachers and students spoke in several languages even when not in a language-specific class. Sometimes this

approach was used to build rapport, and other times, multiple languages were used to clarify content.

During the QSR two-week window, the team used the Charlotte Danielson *Framework for Teaching* to examine classroom environment and instruction (see Appendix I and II). The QSR team scored 76% of observations as distinguished or proficient in the Classroom Environment domain. *Establishing a Culture for Learning* scored the highest, with 87% of observations rated as distinguished or proficient. In the vast majority of observations, teachers set high expectations for student learning and students responded by engaging and producing high-quality work. *Creating an Environment of Respect and Rapport* and *Managing Student Behavior* had the widest range of scores in either domain and included several distinguished observations as well as a few unsatisfactory scores. In the distinguished observations teachers demonstrated knowledge of their students as individuals both in the classroom and in their lives outside. There were also several classrooms with no misbehavior. However, in the unsatisfactory observations, students used disrespectful language with each other with little to no response from teachers. If the teacher did attempt to intervene, it was ineffective and/or inconsistent.

The QSR team scored 74% of observations as distinguished or proficient in the Instruction domain. The highest scored component in this domain was *Communicating with Students* where 84% of observations were rated as distinguished or proficient. Many teachers used rich language, clear communication, and connected learning with students' lives and/or current events. Almost all students were engaged in the learning tasks. The lowest scored component in either domain was *Using Questioning/Prompts and Discussion Techniques*. Although no observations were scored as unsatisfactory, 35% were rated as basic. A challenge in many observations was engaging *all* students in discussion. In several observations, even if the teacher made modest attempts, several students sat idly and did not participate. In one class the teacher called on the same student at least three times in thirty minutes, while a number of students remained passive.

### Governance

A DC PCSB staff member reviewed the minutes from DCI's July 20, 2017 board meeting. A quorum was present. The board unanimously approved four new board members for the 2017-18 school year. The governance committee gave a report on their search for a new Executive Director and new board members. The Finance and Facilities committee gave a positive report on the budget, and the Public Affairs Committee shared updates on the planned events to celebrate the opening of DCI in its new location at Delano Hall.

### Specialized Instruction for Students with Disabilities

Observers scored 50% and 45% of special education observations as proficient or distinguished in the Classroom Environment and Instruction domains, respectively. Prior to the two-week window, DCI completed a questionnaire about how students with disabilities (SWD) are taught and accommodated. Reviewers looked for evidence of the articulated "full continuum of services." Overall, the school's special education program successfully supports the needs of students with significant

disabilities by providing them with meaningful accommodations and modifications in a self-contained setting. However, the co-teaching in inclusion classrooms did not always effectively support the needs of all SWD in general education classrooms, resulting in few of less than half of the observations earning proficient or distinguished.

- To facilitate co-planned instruction, planning time for all co-teaching pairs is built into the master schedule, and each pair completes a co-teacher agreement to determine shared expectations. The school explained that “Station teaching and Parallel teaching are the norm, and we try to steer pairs away from One Teach, One Assist model as much as possible.” As evidenced by the schedule, every special education teacher has designated common planning time with their co-teachers. Nonetheless, only one out of six co-taught observations used the Parallel or Station teaching models. In the other five co-taught observations, the teachers used the One Teach, One Assist model for at least 50% of the lesson.
- In all co-taught settings, both teachers circulated to monitor behavior and provide feedback, but there was no further evidence of co-planning. In these settings only some SWD were able to intellectually engage in the lesson; others were unable to complete the assignments with the level of support provided by the teachers. Of note, the special education teacher in one classroom did not participate in the lesson; instead, for the entire period, he/she stood in the back of the room and sporadically reminded students not to call out.
- To accommodate the needs of students, especially SWD, the school stated that reviewers might see: scaffolding, gradual release of responsibility, graphic organizers, flexible seating, check-ins, more frequent breaks during class, and small group instruction. The QSR team observed many of these accommodations, but their implementation did not consistently increase academic engagement. Students still required additional supports to access the general education curriculum. Some students successfully used a graphic organizer and teacher check-ins to read and annotate a challenging text, but others struggled to comprehend it. The teachers encouraged students by saying, “Don’t just stare at your screens; use your resources,” but some still sat passively, requiring more support. In another observation the activity encouraged higher-order thinking and incorporated scaffolding, graphic organizers, and check-ins; however, the teacher struggled to manage behavior and engage all SWD in learning. One teacher provided an off-task student with a break; however, this accommodation did not improve his/her behavior and effort.
- To provide modifications according to the IEPs of SWD, the school wrote that students with significant disabilities take their core classes in a self-contained setting where instruction is highly individualized. The school has one self-contained classroom, and the observation of this class scored proficient in each component of both the Classroom Environment and Instruction

domains. The teacher held high expectations for student effort and participation, and he/she differentiated by offering students choice in how and where to complete assignments.

### Specialized Instruction for English Learners

DCI serves 61 English Learner (EL) students. Prior to the two-week window, DCI completed a questionnaire about how it serves EL students. The school uses a hybrid English language acquisition model comprising “inclusion/collaborative teaching,” a bilingual program, and sheltered instruction. Reviewers looked for evidence of the implementation of this model. Overall, the school’s EL program excelled at providing rigorous sheltered instruction; nonetheless, instruction in bilingual and collaborative settings did not consistently engage ELs in learning.

- As its self-described primary model of support, the school uses “inclusion/collaborative teaching” opportunities for all ELs, especially its large population of dually-identified learners. These classrooms feature “a general education and dual special education and EL teacher for Math and English...who have clearly co-planned.” In two inclusive settings it was unclear if the teachers co-planned because they only used the One Teach, One Assist model of co-teaching. Moreover, the teachers conveyed high expectations for only some students. By the end of class, few students had completed the assignment. Some had finished half of it; others engaged in off topic conversations; and another drew on his/her paper.
- To meet the needs of newcomers and students at Levels 1 and 2 of English language proficiency, the school also provides sheltered instruction. In an exemplary sheltered reading class, the teacher articulated clear content and language objectives for students. Most activities and assignments were appropriate for the English acquisition levels of each student, and almost all students were actively engaged in exploring the differentiated content. One group quizzed each other on Spanish/English flashcards, then practiced fluency, comprehension, and vocabulary using the *Read Naturally Live* computer program. Another group read over comprehension questions and sentence starters. After, they enthusiastically participated in a discussion, listened to one another, re-read the text aloud, and wrote down their responses using textual evidence.
- As the third feature of its English language acquisition model, the school wrote that it offers a “dual language bilingual program” that features instruction in a student’s native language. In three observations Spanish was the primary language of instruction, and native Spanish and English speakers comprised these classes. Two additional lessons featured whole-group instruction in English, while teachers provided feedback in Spanish and English during small group and independent practice. The explanation of content was clear across bilingual classrooms; however, the pacing and assignments allowed some students to be passive or merely compliant.

- Across its hybrid English language acquisition model, the school wrote that observers will see explicit instruction, word walls, visuals, small-group instruction, and “a culture of learning about others and incorporating student’s background into lessons.” All EL observations featured word walls, visuals, explicit instruction, and small group instruction, although these instructional resources and methods were incorporated unevenly across classrooms. In one classroom there was a rich “culture of learning about others.” The teacher showed respect for students’ backgrounds by making an effort to learn new Spanish words from them. During another observation, teachers incorporated visuals during math instruction, but many EL students struggled to solve problems independently.

## THE CLASSROOM ENVIRONMENT<sup>1</sup>

This table summarizes the school’s performance on the Classroom Environments domain of the rubric during the unannounced visits. The label definitions for classroom observations of “distinguished,” “proficient,” “basic,” and “unsatisfactory” are those from the Danielson framework. The QSR team scored 76% of classrooms as “distinguished” or “proficient” for the Classroom Environment domain. Please see Appendix III for a breakdown of each subdomain score.

The Classroom Environment	Evidence	School Wide Rating	
<b>Creating an Environment of Respect and Rapport</b>	<p>The QSR team scored 74% of the observations as distinguished or proficient in this component. Caring and respectful interactions were evident in many observations. Most teachers stood at the door and greeted all students as they entered the room. The QSR team often overheard friendly banter between students. In a few instances the teacher spoke with a student who needed some extra attention outside of the room, and the student was able to re-enter the classroom without disruption.</p>	Distinguished	11%
	<p>In distinguished observations teachers demonstrated genuine care for and knowledge of individual students. One teacher asked students to teach her new words in Spanish as part of their lesson. Another teacher sensitively asked a student about what was happening outside of class, following up on a previous conversation. In a different observation students respectfully disagreed with each other and helped each other as they worked through an interpersonal conflict.</p>	Proficient	63%

<sup>1</sup> Teachers may be observed more than once by different review team members.

<b>The Classroom Environment</b>	<b>Evidence</b>	<b>School Wide Rating</b>	
	<p>The QSR team scored 21% of the observations as basic in this component. In these observations there were inconsistencies in interactions. A few teachers spoke disrespectfully to students and/or reprimanded them harshly. In other observations students were disrespectful to the teacher or each other. One student used the phrase, "shut up, you retard" to a peer. In another observation students made obscene gestures without teacher intervention.</p>	Basic	21%
	<p>The QSR team scored less than 10% of the observations as unsatisfactory in this component.</p>	Unsatisfactory	5%
<b>Establishing a Culture for Learning</b>	<p>The QSR team scored 87% of the observations as distinguished or proficient in this component, making this the highest scoring component in this review. The vast majority of teachers conveyed high expectations for students and many specifically recognized effort. One teacher said, "I'm so impressed with your perseverance. Not a single person has given up!"</p>	Distinguished	8%

The Classroom Environment	Evidence	School Wide Rating	
	<p>Another teacher said, "Please don't call out. My job is to make sure every student has an understanding so I need to hear from every voice, not always the same voices, although I appreciate your enthusiasm." Students responded by putting forth effort, demonstrating excitement for the work, and asking questions to deepen their own understanding.</p> <p>In many observations teachers insisted on precise vocabulary usage and proper grammar. In most of the language classes, the target language was expected at all times and the teachers reminded students of this expectation when needed.</p>	Proficient	79%
	<p>The QSR team scored 13% of the observations as basic in this component. In several observations the teacher reserved high expectations for some students and not for others. When some students struggled to meet the expectation, the teacher did not offer encouragement or support, resulting in incomplete work.</p> <p>In one of these observations, the teacher did not engage with students during group work and instead prepared materials for another task. This resulted in several students becoming disengaged from the work and talking off-topic. In another observation students became visibly frustrated with the expectation to speak in the target language and did not take initiative for their own work. The teacher insisted on the expectation but was only minimally successful.</p>	Basic	13%

The Classroom Environment	Evidence	School Wide Rating	
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
<b>Managing Classroom Procedures</b>	<p>The QSR team scored 74% of the observations as distinguished or proficient in this component. Classroom routines and procedures were smooth and efficient in these observations. Students productively engaged during independently work and transitioned to group work efficiently. In several observations students chose to work in spaces outside of the classroom. In these observations students used instructional time responsibly.</p> <p>Many teachers had clear procedures to set the tone for work times. Teachers used posters and PowerPoint slides to clearly communicate expectations. In a few observations teachers played classical music during work times to maintain a peaceful environment.</p>	Distinguished	3%
	<p>In one observation the teacher passed out the opening work at the door upon students' arrival. Several teachers had specific locations for class materials, including a bathroom pass, and students knew where to access what they needed. Some teachers used projected timers and positively narrated transitions to maximize learning time. The QSR team noted that even when students needed their Chromebooks, the transition to technology was fluid and non-disruptive.</p>	Proficient	71%

The Classroom Environment	Evidence	School Wide Rating	
	<p>The QSR team scored 26% of the observations as basic in this component. In these classrooms, the QSR team noted a trend of disengagement when students were not working directly with the teacher. In several observations procedures were clearly established, but implementation was inconsistent. When one teacher called for students to transition from computers to worksheets, the transition took several minutes.</p> <p>In another observation not all students responded to the teacher’s directions to clean-up, and some used their Chromebook to search for unrelated items. The process took over ten minutes, resulting in several students waiting for classmates to follow directions. In another observation the teacher spent approximately fifteen minutes working with one student to get their annotation program to work. Other students remained idle and unproductive during that time.</p>	Basic	26%

	<p>The QSR team scored none of the observations as unsatisfactory in this component.</p>	Unsatisfactory	0%
<p><b>Managing Student Behavior</b></p>	<p>The QSR team scored 68% of the observations as distinguished or proficient in this component. Student behavior was generally appropriate, and when necessary, teachers effectively responded to misbehavior by having quick, private, and respectful conversations with students. Some teachers anticipated possible misbehaviors and responded proactively. One teacher said, "I'm hearing some chatter that is telling me maybe you can't sit that far away from me." Other teachers used variations on the "countdown" strategy as well as positive reinforcement of good behavior when trying to redirect students, and these attempts were generally successful. One teacher counted down with the expected behavior, "Three: chrome books closed. Two: get out your punch card. One: eyes on me. Thank you for everyone who is ready, we are just waiting for one person."</p> <p>In the distinguished observations there was no misbehavior. Teachers used proximity to monitor and swiftly respond to behaviors as needed. In a few observations, students helped each other get back on the right track.</p>	Distinguished	13%
		Proficient	55%

	<p>26% of observations were scored as basic in this component. Even though many classrooms had a "behavior ladder" outlining the consequences for misbehavior, teachers in the basic observations did not use this management tool consistently and/or effectively. In several observations the teacher threatened to use consequences but students neither changed their behavior nor received a consequence. In other observations teachers ignored or did not respond to misbehaviors including several inappropriate comments by students. The QSR team heard students saying "shut up" to each other and making inappropriate noises without redirection or response from the teacher.</p>	Basic	26%
	<p>The QSR team rated less than 10% of the observations as unsatisfactory in this component.</p>	Unsatisfactory	5%

**INSTRUCTION**

This table summarizes the school's performance on the Instruction domain of the rubric during the unannounced visits. The label definitions for classroom observations of "distinguished," "proficient," "basic," and "unsatisfactory" are those from the Danielson framework. The QSR team scored 74% of classrooms as "distinguished" or "proficient" for the Instruction domain. Please see Appendix III for a breakdown of each subdomain score.

<b>Instruction</b>	<b>Evidence</b>	<b>School Wide Rating</b>	
<b>Communicating with Students</b>	<p>The QSR team scored 84% of the observations as distinguished or proficient in this component. Most teachers clearly explained the purpose for lessons, contextualizing where that day's focus fell within the larger unit. Many teachers explicitly incorporated vocabulary instruction within the content. Teachers also suggested strategies students could use during work times. One teacher noted, "I got a sense in the last class that some of us didn't understand what was going on. What I found helpful was to re-read what we did yesterday, and then start today's reading."</p>	Distinguished	11%
	<p>In the distinguished observations teachers often anticipated student misunderstanding and students explained the content to each other in small group work. One teacher offered brief vocabulary lessons with visuals on the terms "bait" and "lure" from the anchor text. A student then used 'lure' in a sentence to make an inference about the character's motivations.</p>	Proficient	73%

Instruction	Evidence	School Wide Rating	
	<p>The QSR team scored 16% of the observations as basic in this component. In these observations teachers had to give directions several times because students were confused. In other observations the purpose of the lesson or work was unclear. Even though students and teachers did the work, the academic focus was procedural rather than intellectually engaging. Some students remarked that they had fun doing a lab, but there was little to no discussion about the purpose of the lab or the resulting learning.</p>	Basic	16%
	<p>The QSR team rated none of the observations as unsatisfactory in this component.</p>	Unsatisfactory	0%
<p><b>Using Questioning/Prompts and Discussion Techniques</b></p>	<p>The QSR team scored 65% of the observations as distinguished or proficient in this component. Genuine discussion among students predominated these observations. Teachers used a variety of strategies to engage each student including calling on students who did not initially volunteer, stepping aside to let students respond to each other, and using colored dots to indicate roles and times to speak. Many teachers encouraged students to explain their thinking and use evidence from the text when appropriate. Several teachers also used questioning to help students connect content to their own lives.</p> <p>The distinguished observations were characterized by rich discussion where students often initiated topics or extended the discussion with questions of their own. In one observation the</p>	Distinguished	12%

Instruction	Evidence	School Wide Rating	
	entire class got into a heated debate about the similarity of geometric shapes. The teacher asked leading questions to guide their discussions, but the students themselves led the majority of the questioning.	Proficient	53%
	The QSR team scored 35% of the observations as basic in this component. In these observations teacher questioning was either along a single path of inquiry with one-option answers and/or only a small number of students participated in the discussions. In one observation the teacher's questions were rapid-fire, neither leaving room for student discussion nor clarification of any misunderstandings. In another observation, the teacher asked questions that were opened-ended but settled for students giving only yes/no answers without any elaboration. Another lesson was comprised of rote activities such as fill in the blanks from listening to audio in the target language, matching words, and a word search.	Basic	35%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
<b>Engaging Students in Learning</b>	The QSR team scored 67% of the observations as distinguished or proficient in this component. Many learning tasks were aligned with instructional outcomes and were designed to engage students in challenging content. In one math observation students used	Distinguished	8%

Instruction	Evidence	School Wide Rating	
	<p>manipulatives to derive the formula for the area of a circle using their prior knowledge of circumference. In several observations long-term projects dominated class time. Student choice was evident in several observations. In one observation students engaged in reading and researching about South Sudan and had choice in their approach to answering the big questions of the assignment.</p> <p>Several teachers used a variety of groupings to allow students time to discuss together and ponder alone. In one math observation students were given a task to work on independently, then discuss with a partner, and then share out to the class. Differentiation was evident in some of the assignments and in strategic groupings.</p>	Proficient	59%
	<p>The QSR team scored 32% of the observations as basic in this component. In several observations the lesson was purely procedural in nature and did not require students to question or engage intellectually with the content. Student engagement in these observations was inconsistent. Pacing in some of these observations was also inconsistent. In one observation most students completed the assignment and engaged in off-task behaviors or bickered with their partners for more than half of the observation. The teacher did not provide any opportunity for reflection or closure on the lesson, but rather students were left unoccupied for a significant amount of time. In another observation a large portion of the class time was dedicated to a read-aloud. Students were asked to annotate, but most sat passively.</p>	Basic	32%

Instruction	Evidence	School Wide Rating	
	The QSR team rated none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
<b>Using Assessment in Instruction</b>	The QSR team scored 78% of the observations as distinguished or proficient in this component. Many teachers used questions to diagnose learning and adjusted instruction accordingly. Other teachers incorporated specific feedback, at times from peers, to advance learning. In one observation students engaged in self-assessment by writing annotations and answering universal clarifying questions about the anchor text. The teacher then followed up with individual students as needed during independent practice.	Distinguished	3%
	<p>Several teachers made expectations for work clear to students through the use of clear criteria, rubrics, or exemplars. One teacher said, we are going to split up into small groups and I will be looking for how you are discussing and working together to solve the problems. Everyone needs to contribute.”</p> <p>In another observation the teacher asked students to specifically name what they noticed in the exemplar so that they could then produce similar high-quality work.</p>	Proficient	75%

Instruction	Evidence	School Wide Rating	
	<p>The QSR team scored 19% of the observations as basic in this component. In these observations feedback to students was vague or global and not oriented to future improvement or deeper understanding. One teacher repeatedly told students, "Revise your work," "Good job," or "Awesome" without details about what those comments meant. In another observation the teacher did not offer timely feedback. A few students struggled during the lesson but the teacher was unaware of this until papers were collected at the end of class.</p>	Basic	19%
	<p>The QSR team rated less than 10% of the observations as unsatisfactory in this component.</p>	Unsatisfactory	3%

## APPENDIX I: THE CLASSROOM ENVIRONMENT OBSERVATION RUBRIC

The Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
<b>Creating an Environment of Respect and Rapport</b>	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, putdowns, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among member of the class.
<b>Establishing a Culture for Learning</b>	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assumes much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates as passionate commitment to the subject.
<b>Managing Classroom Procedures</b>	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
<b>Managing Student Behavior</b>	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teachers' response to student misbehavior is sensitive to individual student needs.

## APPENDIX II: INSTRUCTION OBSERVATION RUBRIC

Instruction	Unsatisfactory	Basic	Proficient	Distinguished
<b>Communicating with Students</b>	Teacher's oral and written communication contains errors or is unclear or inappropriate to students. Teacher's purpose in a lesson or unit is unclear to students. Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion. Teacher attempts to explain the instructional purpose, with limited success. Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher communicates clearly and accurately to students both orally and in writing. Teacher's purpose for the lesson or unit is clear, including where it is situated within broader learning. Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. Makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking purpose to student interests. Explanation of content is imaginative, and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
<b>Using Questioning and Discussion Techniques</b>	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven with some high-level question; attempts at true discussion; moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
<b>Engaging Students in Learning</b>	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials or uneven quality, inconsistent representation of content or uneven structure of pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contribution to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
<b>Using Assessment in Instruction</b>	Students are unaware of criteria and performance standards by which their work will be evaluated, and do not engage in self-assessment or monitoring. Teacher does not monitor student learning in the curriculum, and feedback to students is of poor quality and in an untimely manner.	Students know some of the criteria and performance standards by which their work will be evaluated, and occasionally assess the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of the class as a whole but elicits no diagnostic information; feedback to students is uneven and inconsistent in its timeliness.	Students are fully aware of the criteria and performance standards by which their work will be evaluated, and frequently assess and monitor the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information; feedback is timely, consistent, and of high quality.	Students are fully aware of the criteria and standards by which their work will be evaluated, have contributed to the development of the criteria, frequently assess and monitor the quality of their own work against the assessment criteria and performance standards, and make active use of that information in their learning. Teacher actively and systematically elicits diagnostic information from individual students regarding understanding and monitors progress of individual students; feedback is timely, high quality, and students use feedback in their learning.

**APPENDIX III: SCORE BREAKDOWN BY COMPONENT**

Percent of:	2a	2b	2c	2d	3a	3b	3c	3d
Unsatisfactory	5%	0%	0%	5%	0%	0%	0%	3%
Basic	21%	13%	26%	26%	16%	35%	32%	19%
Proficient	63%	79%	71%	55%	73%	53%	59%	75%
Distinguished	11%	8%	3%	13%	11%	12%	8%	3%
<b>Subdomain Average</b>	<b>2.79</b>	<b>2.95</b>	<b>2.76</b>	<b>2.76</b>	<b>2.95</b>	<b>2.76</b>	<b>2.76</b>	<b>2.78</b>

	Domain 2	Domain 3
% of Proficient or above	76%	74%
<b>Domain Averages</b>	<b>2.82</b>	<b>2.81</b>

# Appendix C

**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**

<b>Staff Proposal</b>	<b>School Request</b>
<input type="checkbox"/> Charter Application Approval (Full)	<input type="checkbox"/> Enrollment Ceiling Increase
<input type="checkbox"/> Charter Application Approval (Conditional)	<input type="checkbox"/> Change in LEA Status
<input type="checkbox"/> Charter Application Denial	<input type="checkbox"/> Lift Board Action
<input type="checkbox"/> Charter Continuance	<input type="checkbox"/> Approve Accountability Plan
<input type="checkbox"/> Proposed Revocation	<input type="checkbox"/> Operate in a New Location
<input type="checkbox"/> Revocation	<input checked="" type="checkbox"/> Charter Amendment
<input type="checkbox"/> Lift Board Action	<input type="checkbox"/> Approve E-Rate Plan
<input type="checkbox"/> Board Action, Charter Warning	
<input type="checkbox"/> Board Action, Notice of Concern	
<input type="checkbox"/> Board Action, Notice of Deficiency	
<input type="checkbox"/> Board Action, Notice of Probation	
<input type="checkbox"/> Proposed Revisions to PCSB Existing Policy	
<input type="checkbox"/> New PCSB Policy—Open for Public Comment	
<input type="checkbox"/> New PCSB Policy—Vote	
<input type="checkbox"/> Other	

**PREPARED BY:**     **Monique Miller - Charter Agreement Team**

**SUBJECT:**            **Charter Amendment Request: Grade Expansion and Contract with District of Columbia International School**  
DC Bilingual Public Charter School  
Elsie Whitlow Stokes Public Charter School  
Latin American Montessori Bilingual Public Charter School  
Mundo Verde Public Charter School

**DATE:**                **June 24, 2013**

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**Proposal**

DC Public Charter School Board (“PCSB”) staff requests that the PCSB Board approve with conditions the charter amendment requests of DC Bilingual Public Charter School (“DC Bilingual PCS”), Elsie Whitlow Stokes Public Charter School (“Stokes PCS”), Latin American Montessori Bilingual Public Charter School (“LAMB PCS”), and Mundo Verde Public Charter School (“Mundo Verde PCS”) to expand each charter, where applicable, to serve grades 6 through 12; to contract with the District of Columbia International School, a newly-created non-profit charter management organization; and to increase enrollment ceilings to accommodate the expansion conditioned on each school having maintained its current track record of success at the time of such expansion.

Each of these schools is a member of the District of Columbia International School consortium and will be referred to collectively as "Member Schools" in this proposal.

## **Summary of the Proposal**

The Member Schools, including Washington Yu Ying Public Charter School (conditionally approved in December 2012), all offer language immersion programs and propose to expand their charters to include grades 9 through 12 (or, in some cases, to expand to grades 6-12) and operate a middle/high school. This is an innovative partnership that has been developed in close consultation with PCSB.

This combined middle/high school program would be operated by a new non-profit charter management organization, District of Columbia International School (DCI), formed and overseen by the aforementioned public charter schools, to offer the International Baccalaureate Middle Years and Diploma Programmes. These programs are grounded in the pedagogy of inquiry, environmental stewardship, and global perspective and reflect aspects of each school's mission.

Each school would enter into management contracts with DCI and would continue to operate independently although managed cooperatively in one location in which expenses would be shared based on the per pupil funding allocation of enrolled students. Each student attending DCI would be enrolled in one of the five component schools of DCI, and that school would be accountable for that student's academic results. However, this enrollment status would be largely transparent on campus, as the students would attend mostly the same classes on the same facility and would principally identify as a student of DCI rather than of the component school in which they enrolled.

In order to receive full approval, PCSB staff recommends the following conditions be met:

- 1) To the extent to which attrition occurs between fifth and sixth grades and between sixth and ninth grades, DCI will commit to accepting new students via a lottery to back fill vacancies.
- 2) Create a plan to allow students not fully literate in the target language to fully access all curriculum content.
- 3) Provide a sample schedule that shows common planning time and allows teachers to do the vertical and horizontal planning as required by IBO. Describe the outcomes expected as a result of this collaborative planning. Also, include in the sample schedule time blocks for the 8 Period Day and the classes to be held.
- 4) Reach agreed-upon protocol for application and lottery process among the participating schools to minimize confusion and parental gaming.
- 5) Submit a signed lease package that confirms that a facility has been acquired for the middle/high school.
- 6) Submit a signed management contract between each Member School and DCI that includes revisions to Section 5.1 Accountability Plan to incorporate the PMF as the

school goals or goals that meet or exceed the standards of the PMF (and any other revisions PCSB deem necessary to fully approve this request).

- 7) Each Member School adopt the MS PMF and HS PMF, as amended over time, as their goals and student academic achievement expectations as well as create additional goals focused on language immersion, IB completion, and the learning of students with disabilities.
- 8) In addition to the goals and student academic achievement expectations adopted by each individual partner school, DCI will be held accountable to common goals and student academic achievement expectations reflective of the partner schools.
- 9) Adopt PCSB's language concerning the closure of a single campus of a multi-campus CMO.
- 10) Develop a policy and process to mitigate student disruption should a Member School be removed from the consortium.
- 11) Develop a process for how additional schools, whether DCPS or charter, can become a Member School of DCI.

The Member Schools can address these conditions jointly as appropriate.

### **Background**

The DCI founding group is impressive. It includes founders of successful public charter schools that have been in operation for as many as 15 years (Stokes PCS) and as few as two years (Mundo Verde PCS). Additionally, the founders have business, non-profit, and language immersion experience outside of the charter movement.

Each school has strong academic performance: LAMB PCS is a Tier 1 school scoring 77.6% on PCSB's Performance Management Framework (PMF) in 2012; DC Bilingual PCS and Stokes PCS are both high Tier 2 schools scoring 60.3% and 63.5% respectively; and Mundo Verde is in its second year of operation and is not tiered on the PMF, but met 7 of its 7 Early Childhood PMF targets.

Date: _____
PCSB Action: _____ Approved _____ Approved with Changes _____ Rejected
Changes to the Original Proposal/Request: _____
_____
_____
_____

# Appendix D

**OPERATOR DIRECT AGREEMENT**

**BETWEEN**

**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**

**AND**

**DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL**

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## OPERATOR DIRECT AGREEMENT

This OPERATOR DIRECT AGREEMENT is entered into as of this sixteenth day of June, 2014 by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and **DISTRICT OF COLUMBIA INTERNATIONAL SCHOOL**, a District of Columbia nonprofit corporation (the “**Operator**”).

### 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**”), PCSB has the 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, PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia;

WHEREAS, each of District of Columbia Bilingual Public Charter School (“**DC Bilingual**”), Elsie Whitlow Stokes Community Freedom Public Charter School (“**Stokes**”), Latin American Montessori Bilingual Public Charter School (“**LAMB**”), Mundo Verde Bilingual Public Charter School (“**Mundo Verde**”), and Washington Yu Ying Public Charter School (“**Yu Ying**”), each a District of Columbia nonprofit corporation (each a “**Consortium Member**”) has previously established and currently operates a District of Columbia public charter elementary school featuring a foreign language immersion curriculum, in accordance with a petition submitted by it and approved by PCSB in accordance with §38-1802.02 of the Act (each, an “**Original Petition**”);

WHEREAS, Yu Ying submitted a petition to PCSB pursuant to §38-1802.04(c)(10) of the Act to amend its existing charter and to expand its enrollment to include students in middle school and high school, and such petition was conditionally approved by PCSB on December 17, 2012 (such petition, as amended through the date hereof, the “**Yu Ying Charter Amendment**”), and fully approved on the date hereof;

WHEREAS, each of the other Consortium Members also submitted a petition to amend its respective charter for the expansion of its program on terms and conditions substantially similar to those specified in the Yu Ying Charter Amendment, and PCSB conditionally approved each such petition on June 24, 2013 (each, together with the Yu Ying Charter Amendment a “**Charter Amendment**”), and full approved each such petition on the date hereof;

WHEREAS, the Charter Amendments, as the same may be amended, modified, or supplemented from time to time to reflect the satisfaction of the PCSB-imposed conditions on full approval thereof and by the effect of the DCI Operation Agreement as defined herein contemplate that each Consortium Member’s Middle High School Campus (as hereinafter defined) would be operated at a single new location by a single entity which would combine such programs together in a single Middle High School Campus, referred to as the District of Columbia International School (hereinafter “**DCI**”);

WHEREAS, concurrently herewith, each of the Consortium Members has entered into an Amended and Restated Charter School Agreement or amended its existing Amended and Restated Charter Agreement with PCSB (each, a “**Charter Agreement**”), pursuant to which PCSB has acknowledged the right of each Consortium Member to continue to operate an elementary school through grade five (each an “**Elementary School Campus**”) and to operate a middle and high school, grades 6 through 12 that is co-located with the middle and high school programs of the other Consortium Members through the operation of DCI (each a “**Middle High School Campus**”), and to contract to assign its authority, rights and responsibility in relation to such Middle High School Campus to the Operator, in order to permit the efficient operation of DCI by a single entity at a single location;

WHEREAS, pursuant to the DCI Operation Agreement entered into by each of the Consortium Members and the Operator immediately prior hereto (the “**DCI Operation Agreement**”), the Consortium Members have assigned and delegated to the Operator all of their respective authority, rights and responsibility to operate DCI pursuant to the Charter Agreements, and the Operator has accepted and assumed such authority, rights and responsibility;

WHEREAS, the Charter Agreements and the DCI Operation Agreement contemplate that the Operator will enter into this Agreement with PCSB in order to create a reporting relationship between PCSB and the Operator; and

WHEREAS, PCSB and the Operator 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. OPERATION OF COMBINED SCHOOL

**1.1 Authorization of DCI. A.** DCI, a non-profit corporation formed pursuant to the District of Columbia Nonprofit Corporation Act by the Consortium Members to promote quality public charter school education at their Middle/High School Campuses in Washington, D.C. through the operation of the Middle/High School Campuses at a shared location or locations, shall operate DCI in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall constitute PCSB’s acknowledgement of the Operator’s rights and authority, as contracted operator of their respective Middle/High School Campuses pursuant to the DCI Operation Agreement and, to the fullest extent allowed by law, as assignees of the rights and authority of the Consortium Members in relation to their respective Middle/High School Campuses (the “**Authorization**”), and shall be binding on DCI and PCSB, to the fullest extent of the law.

**B.** In accordance with § 38-1802.03(h)(2) of the Act, the following information is expressly included in the Authorization:

(i) Operator’s statement regarding the mission and goals of DCI and the manner in which Operator will conduct any district-wide assessments on behalf of the Consortium Members, as set forth in Sections 2.1 and 2.3 below;

(ii) Proposed Rules and Policies for Governance and Operation of DCI, attached hereto as **Attachment A**;

(iii) Articles of Incorporation and Bylaws of DCI, attached hereto as **Attachment B**;

(iv) Procedures to Ensure Health and Safety of Students and Employees at DCI, attached hereto as **Attachment C**;

(v) Operator's assurance that it will seek, obtain and maintain accreditation with respect to DCI, as set forth in Section 3.6 hereof; and

(vi) Relationship Between DCI and its Employees, attached hereto as **Attachment [E]**.

Operator, on behalf of the Consortium Members, shall provide PCSB a petition for revision of their Charter Amendment Petitions regarding their middle-high school campuses pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the provisions referenced in this Section 1.1(B), except that Operator shall not be required to provide PCSB a petition for charter revision with respect to any proposed changes to its Articles of Incorporation, Bylaws, Rules and Policies for Governance, or changes in its accrediting body. Any changes approved pursuant to such petition for revision (or any other petition for revision submitted by DCI and approved by PSCB pursuant to this Agreement) shall be incorporated into and amend the Authorization.

**1.2** Effective Date and Term. This Agreement and the Authorization shall become effective as of July 1, 2014 (the "**Effective Date**") and shall continue for a term of fifteen (15) years unless terminated in accordance with Section 9 of this Agreement.

## **SECTION 2. EDUCATIONAL PROGRAM**

### **2.1** Mission Statement.

**A.** Operator shall operate DCI in accordance with its mission statement, which has been adopted by the Consortium Members to represent a combination of the Consortium Members' respective individual mission statements in relation to the operation of DCI, as set forth below:

The mission of DCI is to inspire inquiring, knowledgeable and caring young people in partnership with their families and communities. These students will create a more socially just and sustainable world through global awareness and understanding, language fluency and cultural competence, and a commitment to lifelong learning.

**B.** Operator on behalf of the Consortium Members, shall provide PCSB a petition for charter revisions pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to such mission.

**2.2 Age-Grade. A.** In its first Academic, DCI shall provide instruction to students in grades 6 through 7. In subsequent Academic Years, DCI may provide instruction to students in accordance with the schedule set forth in Attachment K. “**Academic Year**” shall mean the fiscal year of DCI ending on June 30 of each calendar year.

**B.** Operator on behalf of the Consortium Members, shall provide PCSB a petition for charter revisions 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.** DCI has selected as its measure of student academic achievement expectations the indicators listed in the Elementary/Middle School Performance Management Framework (with respect to grades 6-8), and the High School Performance Management Framework (with respect to grades 9-12) developed by PCSB (“**EM and HS PMF or PMFs**”) in effect as of the date hereof. Changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, and formulas, will automatically become part of the measurement of DCI’s academic achievement expectations, unless Operator notifies PCSB that DCI is rejecting such changes and thereafter submits a petition for charter revision as described in clause (F) below; DCI also adopts the following mission specific goals with respect to the Middle High School Campus:

(i) Achieving International Baccalaureate (IB) Candidate Status by SY 2020-21.

(ii) Language: Students will be assessed in accordance with ACTFL standards and benchmarking. At least 50% of students who are continuing their language education from Elementary School will be on track to achieve the ACTFL Advanced Mid to Advanced High Standards, as indicated by the STAMP 4 assessment, by graduation. At least 50% of students who are either new to DCI or who switch their target language will be on track to achieve ACTFL Intermediate status, as indicated by the STAMP 4 assessment, by graduation.

(iii) 50% of students with disabilities and 50% of English Language Learners will earn the MYP certificate in tenth grade and either the IBCC or DP in the twelfth grade.

**B.** At DCI’s five year review, earn at least 50% on the PMF in two of the most recent five years and not less than 45% for any of the past five years.

**C.** At DCI’s ten year review, earn at least 55% of the possible PMF points in two of the most recent five years and not under 45% for any of the past five years.

**D.** In order to be considered as meeting its goals and student achievement expectations at the fifteen year review of DCI and Operator Direct Agreement renewal, DCI will need to earn 55% of possible PMF points in two of the most recent years and not under 45% for any of the past five.

**E.** If any of the above targets are not met, PCSB may determine DCI 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.

**F.** If PCSB makes changes to any PMF, DCI may elect not to accept the change; provided that Operator on behalf of the Consortium Members must petition PCSB for charter revisions pursuant to § 38-1802.04(c)(10) whereby expressly rejecting such change and/or expressly modifies such change.

**G.** Operator shall conduct district wide assessments for DCI students as required by applicable law and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from the D.C. Office of the State Superintendent of Education (“OSSE”).

**H.** Operator on behalf of the Consortium Member Schools shall provide PCSB a petition for charter revisions pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the student academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which DCI will be evaluated by PCSB, or the manner in which Operator will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented. Pursuant to the Consortium Member Schools’ Charter Amendments and each Consortium Member’s Charter Agreement, each Consortium Member has been authorized to operate two separate Campuses, an Elementary School Campus and a Middle-High School Campus; provided that the Middle High School Campuses of each Consortium Member shall be co-located at DCI, and all authority, rights and responsibility with respect DCI shall be held by the Operator. (“**Campus**” is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of the above). The Elementary School Campus of each Consortium Member will be evaluated individually by PCSB, rather than across both Campuses, using the measurements of student academic achievement expectations and goals outlined in each Consortium Member’s respective Charter Agreement; and further that each Consortium Member’s respective Middle-High School Campus will be evaluated as part of DCI pursuant to the terms of this Agreement.

**2.4 Curriculum. A.** Operator shall design and implement the educational program set forth with respect to the Middle-High School Campus of each Consortium Member in its Charter.

**B.** Operator, pursuant to the Consortium Members’ Charter Agreements and the DCI Operation Agreement shall have exclusive control over instructional methods, consistent with § 38-1802.04(c)(3)(a) of the Act, but , on behalf of the Consortium Members, shall provide PCSB a petition for revisions of the charter authority to operate DCI in accordance with this Authorization pursuant to § 38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change in its mission or goals, as set forth herein, no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. Operator, on behalf of the Member Schools, shall provide PCSB with any materials requested by PCSB in connection with the petition for revisions to this Authorization. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

**2.5** Students with Disabilities. **A.** DCI 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.** The Parties agree that, to the fullest extent permitted by applicable law, DCI shall operate as and be treated as a single LEA comprised of the combined Middle High School Campuses of each Consortium Member, distinct from their respective Elementary School Campuses.

### **SECTION 3. ADMINISTRATION AND OPERATION**

**3.1** Location. **A.** The head office and each Consortium Member School's Middle-High School Campus shall be located at a site to be selected by the Operator in Washington, DC and either owned or leased by DCI (the "**School Property**"). The Operator agrees to notify the PCSB in writing promptly upon its selection execution of a lease with respect to any School Property.

**B.** DCI shall not operate at a location other than the initial School Property unless the Operator provides a written notification to PCSB at least three (3) months prior to its intended relocation. PCSB reserves the right to delay or prohibit DCI's opening at any new property until the Operator has satisfied PCSB's pre-opening requirements in accordance with PCSB's stated policies including the status of all authorizations required for DCI's use of the property such as occupancy permits and health and safety approvals at least one (1) month prior to the first day of DCI's operation at the Property. The term "**Authorizations**" means (a) any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive from any governmental authority relating to the operation of the School. A copy of the current PCSB pre-opening requirements is included as **Attachment F**.

**3.2** Enrollment. **A.** Because DCI is a co-located campus of the Middle-High School Campuses of each Consortium Member, enrollment at DCI shall be open to students of Consortium Members continuing from the Consortium Members' Elementary School Campuses. In the event that additional space is available in entry-grades, as determined by the Operator, enrollment shall be open to all students in such grades who are residents of the District of Columbia, with new enrollees to be allocated among Consortium Members' Middle-High School Campuses as required by applicable law; provided that that all PMF reporting by DCI shall be for all students attending DCI without distinction among their associated Consortium Member. Students who are not residents of the District of Columbia may be enrolled at DCI to the extent permitted by § 38-1802.06 of the Act. Operator shall determine whether each student resides in the District of Columbia according to guidelines established by OSSE.

**B.** If eligible applicants for enrollment at DCI for any Academic Year exceed the number of spaces available for such Academic Year, DCI shall select students pursuant to the random selection process in **Attachment G** and in accordance with the requirements of the Act.

The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. Operator shall provide PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation..

**C.** DCI shall maintain an enrollment of no more than 215 students in the first Academic Year and no more than 1,960 students in subsequent Academic Years substantially in accordance with **Attachment K**. Operator shall on behalf of the Consortium Member Schools provide PCSB a written request for approval for an increase in the maximum enrollment no later than three months before the requested change date with (i) evidence that (a) the Property has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the educational program is satisfactory and will not deteriorate as a result of such increase; (ii) a revised Attachment K; and (iii) such other items as PCSB may request.<sup>1</sup> Notwithstanding the foregoing, Operator shall have the authority (subject to its obligations under the DCI Operation Agreement) to reallocate seats projected for students continuing from the Elementary School Campuses of one or more Consortium Members to another Consortium Member in response to changes in demand for such seats among the Consortium Members' continuing students or the termination of any Consortium Member's participation in DCI.

**3.3 Disciplinary Policies. A.** Operator shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, for the Middle-High School Campuses of the Consortium Members and shall provide a copy of those policies and procedures to students and parents within the first ten (10) days of the beginning of the school year, and provide a copy to PCSB as part of the annual compliance reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. Operator agrees to provide PCSB with 60 days written notice prior to adoption of any material change to its Discipline Policies. A copy of DCI's current Discipline Policies is included at **Attachment H**.

**B.** Pursuant to PCSB's Attendance and Discipline Data Policy, Operator shall track suspensions and expulsions on a monthly basis using the data management reporting software identified by PCSB. If Operator operates two or more Campuses, it shall maintain, track, and report discipline data for each Campus separately.

**C.** Operator shall report any student expulsions or suspensions to PCSB in accordance with PCSB's stated policies and will maintain records of all expulsions and suspensions. If Operator operates two or more Campuses, it shall report the data for each Campus separately.

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<sup>1</sup> DCI to provide numbers for insertion along with Attachment K.

**3.4** Complaint Resolution Process. Consistent with the requirements imposed by § 38-1802.04(c)(13) of the Act, Operator shall establish an informal complaint resolution process and shall provide a copy to students, parents, and PCSB. Such policies and procedures shall be consistent with applicable law. Operator shall provide PCSB written notice of any material change to its complaint resolution process at least three (3) months prior to adoption.

**3.5** Operational Control. **A.** Consistent with § 38-1802.04(c)(3) of the Act and pursuant to the DCI Operation Agreement, Operator shall exercise exclusive control over its expenditures, administration, personnel and instructional methods on behalf of the Consortium Members' Middle-High School Campuses, subject to limitations imposed on District of Columbia public charter schools in § 38-1802.04 of the Act.

**B.** The Parties acknowledge and agree that, as a District of Columbia nonprofit corporation and assignee of the Consortium Members pursuant to the DCI Operation Agreement, DCI has and is permitted by this Agreement to exercise in its sole discretion the following non-exclusive powers:

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as DCI's facilities;
- (iii) to receive and disburse funds for purposes of DCI;
- (iv) to make contracts and leases including agreements to procure or purchase services, equipment, and supplies; provided that Operator hereby accepts the requirements imposed on District of Columbia public charter schools by § 38-1802.04(c)(1) of the Act in relation to such procurements;
- (v) to secure appropriate insurance; provided that Operator hereby accepts the requirements imposed on District of Columbia public charter schools by § 38-1802.04(c)(1) of the Act in relation to such insurance,
- (vi) to incur debt in reasonable anticipation of the receipt funds to which it may be entitled for the operation of DCI;
- (vii) to solicit and accept any grants or gifts for purposes of DCI;
- (viii) to be responsible for DCI's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in its own name.

**3.6** Accreditation. **A.** Within five (5) years of its opening, the Operator shall seek, obtain, and maintain accreditation for DCI from an appropriate accrediting agency consistent with the requirements of § 38-1802.02(16) of the Act.

**B.** Operator, on behalf of the Consortium Member Schools, shall provide PCSB with a written request for approval for any proposed changes to its accreditation.

**3.7** Nonsectarian. DCI shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

#### **SECTION 4. GOVERNANCE**

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

**4.2** Corporate Purpose. The purpose of Operator as set forth in its articles of incorporation shall be limited to the operation of a middle-high school campus on behalf of its public charter school members..

**4.3** Governance. **A.** Operator shall be governed by a Board of Trustees. The Board of Trustees are fiduciaries of Operator and shall operate in accordance with Operator’s articles of incorporation and by-laws, this Agreement, and the District of Columbia Nonprofit Corporation Act.

**B.** Consistent with the requirements imposed on public charter schools pursuant to §38-1802.04(c)(10) of the Act, Operator shall provide PCSB with a written 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. Each Consortium Member shall have the right to nominate one member to the Operator Board of Trustees; all other members of the Operator Board of Trustees, shall be elected by the Operator Board of Trustees as a whole, in accordance with the Operator Bylaws. Operator hereby accepts the requirements imposed on District of Columbia public charter schools by § 38-1802.05 of the Act, which requires that the Board of Trustees shall consist of an odd number of members, with a minimum of three (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending DCI, and the majority of whom shall be residents of the District of Columbia. The Board of Trustees shall recruit and select such initial parent trustees during the first Academic Year of DCI.

**4.5** Authority. Consistent with § 38-1802.05 of the Act, the Board of Trustees of Operator shall have the final decision-making authority for all matters relating to the operation of DCI, 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 Operator. The Board of Trustees shall (i) set the overall policy for DCI; (ii) be responsible for overseeing the academic and fiscal integrity of DCI; and (iii) assure DCI’s compliance with this Agreement and the Act.

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

**5.1** Financial Management. DCI 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 of District of Columbia public charter schools in § 38-1802.04(c)(11) of the Act. Operator’s

accounting methods shall comply in all instances with any applicable governmental accounting requirements.

**5.2 Tuition and Fees.** Operator shall not charge tuition to any student attending DCI, 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. Operator may charge reasonable fees or other payment for after school programs, field trips, or similar student activities.

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

**5.4 Contracts. A.** Operator shall provide PCSB with respect to any procurement contract awarded by it or any entity on its behalf and having a value equal to or exceeding \$25,000, not later than three (3) days after the date on which such award is made (i) all bids for the contract received by it, if any; (ii) the name of the contractor who is awarded the contract; and (iii) the rationale for the award of the contract. PCSB may request copies of these procurement contracts to be provided to PCSB upon request. The foregoing shall not apply to any contract for the lease or purchase of real property by Operator for operation of DCI, or any employment contract for a staff member of Operator.

**C.** If a procurement contract having a value equal to or exceeding \$25,000, is awarded by Operator to an affiliated party, Operator will award that contract pursuant to conflict of interest policies and procedures that include notice of the affiliation to Operator's Board of Trustees and recusal from discussion and decision of the affiliated party. **"Affiliated Party"** means any person who is a member of the Board of Trustees of Operator, an entity controlled by a member of the Board of Trustees or any member of the immediate family (including parents, spouse, children, siblings) of a member of the Board of Trustees, any such individual, and any trust whose principal beneficiary is a member of the Board of Trustees or such an individual. **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management of policies of that entity, whether through the ownership of voting securities or by contract or otherwise.

**D.** When entering into contracts with third parties, Operator shall not state or otherwise imply that PCSB is responsible for the debts or actions of Operator. Operator shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

**5.5 Insurance.** Operator shall procure and maintain appropriate insurance sufficient to cover its operations. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. 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, subject to the availability of such insurance on commercially reasonable terms. Operator's current insurance certificate is attached at **Attachment I**.

**5.6** Tax-Exempt Status. Operator shall apply for and thereafter maintain tax-exempt status from the federal government and the District of Columbia.

**5.7** Enrollment and Attendance Records. **A.** Operator 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 Operator operates two or more Campuses under this Authorization, each campus shall maintain and submit distinct and unique enrollment and attendance records to PCSB and in state and federal reports. In no event shall Operator be responsible for maintaining records or reporting on enrollment and attendance at the Elementary School Campuses of the Consortium Members.

**5.8** Board of Trustee Meeting Minutes. Operator shall maintain copies of all minutes of meetings of its Board of Trustees, including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting, certified by an officer of Operator or a member of the Board of Trustees as to their completeness and accuracy. Operator shall make such documents available for inspection by PCSB, its officer, employees, or agents upon request.

## **SECTION 6. PERSONNEL**

**6.1** Relationship. All employees hired by Operator shall be employees of Operator and, consistent with § 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. Operator shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School Property more than ten hours a week prior to the commencement of such employment or volunteer assignment. Operator shall consider the results of such background checks in its decision to employ or utilize such persons. From time to time as established by Operator, it shall conduct random background checks on each employee and each person who regularly volunteers at the Property more than ten hours a week, but at a minimum once every two years.

## **SECTION 7. REPORTING REQUIREMENTS**

**7.1** Annual Reports. Operator shall deliver to PCSB, by a date specified by PCSB, an annual report in a format acceptable to PCSB which shall include all items required by § 38-1802.04(c)(11)(B) of the Act (the “**Annual Report**”) on behalf of the Consortium Member Schools in relation to DCI. The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards, indicators, targets, or any other basis for measuring the DCI’s performance as PCSB may request. Operator shall permit any member of the public to view such report on request, at reasonable times and with reasonable notice.

**7.2** Audited Financial Statements. As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, Operator shall deliver to PCSB its 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 in accordance with GAAP and government auditing standards for financial audits issued

by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

**7.3** Interim Financial Reports. Unless otherwise notified by PCSB, Operator shall prepare and submit to PCSB within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2014, (i) the balance sheet at the end of such Interim Period and the related statements of income and cash flows for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of Operator that they fairly present, in all material respects, the financial condition of Operator as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (ii) notes to the balance sheet describing the financial status of Operator including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period. These reports may include supplemental schedules as required by PCSB. **“Interim Period”** shall initially mean 30 days, and from time to time thereafter, upon written notice by PCSB to Operator, the period designated by PCSB in such notice (but not less than 30 days).

**7.4** Budget. No later than June 1 of each Academic Year, Operator shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a **“Budget”**) for the next succeeding Academic Year. Operator’s initial Budget shall be in accordance with the Budget submitted with the Consortium Member Schools’ Charter Amendment Petition. If PCSB has previously notified Operator that it is on probation for fiscal management reasons and such notice has not been rescinded in writing, Operator may only implement a Budget with the prior written approval of PCSB. PCSB may specify the format and categories and information contained in the Budget.

**7.5** Enrollment Census. Operator shall provide OSSE with the student enrollment data required to be provided by District of Columbia Public Charter Schools pursuant to § 38-1802.04(c)(12) of the Act. Operator shall, to the extent required by OSSE comply with § 38-204 of the District of Columbia Code, separately present such data for each Consortium Member’s Middle High School Campus. 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. No later than fifteen (15) days after the end of each month during the Academic Year and during summer school, if offered, Operator shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for DCI using attendance management reporting software identified by PCSB. If Operator operates two or more Campuses under this Authorization, each Campus shall maintain and submit to PCSB distinct and unique attendance data.

**7.7** Key Personnel Changes. The chair of the Board of Trustees or an officer of Operator shall provide notice within five days of the chair of the Board of Trustees or an officer of

Operator receiving written notice of the intended departure of a person from his or her position with Operator who is a member of the Board of Trustees, an officer of Operator, or other key personnel as identified by position in **Attachment J** (but no later than the time Operator announces such departure publicly) to PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions Operator has taken or intends to take to replace such person.

**7.8** Authorizations. Within forty-five (45) days after the end of each Academic Year, Operator shall provide a certification by an officer of Operator or its Board of Trustees that all Authorizations required for its operation and the lease or sublease, if any, of the School Property remain in full force and effect. If Operator receives written notice of any alleged failure to comply with the terms or conditions of any Authorization, Operator shall provide PCSB, within seven (7) days of receiving such notice, a report detailing the nature and date of such notice and Operator's intended actions in response. "**Authorizations**" shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

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

**7.10** Litigation. Operator shall promptly report to PCSB the institution of any material action, arbitration, government investigation, or other legal proceeding against it or any property thereof (collectively "**Proceedings**") and shall keep PCSB apprised of any material developments in such Proceedings. In its annual report (7.1), Operator shall provide PCSB a schedule of all Proceedings involving any alleged liability or claim of a material nature or, if there has been no change since the last report, a statement to that effect.

**7.11** Certificates of Insurance. No later than August 15 of each Academic Year, Operator shall deliver to PCSB a certificate of insurance with respect to each insurance policy required pursuant to Section 5.5. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. Operator shall furnish PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above upon request.

**7.12** Reports Required by the Act. Operator, on behalf of the Consortium Member Schools' Middle-High School Campuses, shall comply with all reporting requirements imposed by the Act on District of Columbia public charter schools and shall provide PCSB with a copy of each such report at the time it provides the report as required by the Act.

## SECTION 8. COMPLIANCE

**8.1** Compliance With Applicable Laws. Operator shall operate DCI at all times in accordance with the requirements imposed by the Act on District of Columbia public charter schools and all other applicable District of Columbia and federal laws, subject to the limitations in Section 8.3 below any other applicable exemptions to which the Consortium Member Middle-High School Campuses are entitled, 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.

**8.2** Waiver of Application of Duplicate and Conflicting Provisions. Consistent with §38-1802.10(d) of the Act, no provision of any law regulating the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to Operator on behalf of the Consortium Member Schools' Middle-High School Campuses or 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. Consistent with the exemption granted to District of Columbia public charter schools pursuant to § 38-1802.04(c)(3)(B) of the Act, Operator when operating DCI on behalf of the Consortium Member 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 Consortium Members' Charters or in the Act.

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

**8.5** Access. Upon reasonable notice, Operator shall grant to PCSB, its officers, employees, or agents, access to its property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of DCI and Operator that PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees, or agents, including allowing site visits as 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 DCI.

**8.6** Notice of Concern. If PCSB determines through its oversight of DCI that any condition exists that (i) seriously jeopardizes the continued operation of DCI or any Campus of DCI; (ii) is substantially likely to satisfy the conditions for charter revocation or closure of the Middle-High School Campuses of any of the Consortium Member Schools pursuant to § 38-1802.13 of the Act and Section 9 of the Charter Agreement Amendment of each Consortium Member School; and/or (iii) threatens the health, safety, or welfare of students at DCI, then PCSB may issue a written notice to Operator stating the reasons for its concerns and inquiry ("**Notice of Concern**"). Upon receipt of such notice and upon request of PCSB, Operator shall meet with PCSB to discuss PCSB's concerns and Operator's response to PCSB's Notice of Concern.

**8.7** Administrative Fee. Operator, on behalf of the Consortium Member Schools, shall pay annually to PCSB, no later than November 15 of each Academic Year, the portion of the administrative fee assessed on each Consortium Member pursuant to the Act that relates to the their Middle-High School Campuses, it being acknowledged and agreed by PCSB that Operator shall have no obligation or liability in connection with any other portion of such administrative fee. - Notwithstanding the foregoing, PCSB shall not seek any remedy against Operator for failure to timely pay such fee if the Consortium Member Schools 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 Operator pays PCSB such fee within five business days of the Consortium Member Schools' receipt of such funding.

## **SECTION 9. RENEWAL, CLOSURE, AND TERMINATION**

**9.1** Renewal of Authorization. Operator may seek to renew this Authorization by submitting a written application to PCSB for such renewal. If such renewal of the Authorization shall be granted by PCSB as provided herein, PCSB and Operator shall (i) renew this Agreement with amendments satisfactory to PCSB and Operator; or (ii) enter into a substitute agreement satisfactory to PCSB and Operator. In no event shall any such renewal of this Authorization require the consent or signature of any Consortium Member.

**9.2.** Closure. **A.** PCSB will consider closure of any Member's Middle/High School Campus solely as a result of violations or failures pursuant to §38-1802.13 of the Act and 9.2(A) and (B) in its Charter Agreement specific to such Campus or the Operator. If such a closure of one Campus occurs, PCSB and the relevant Consortium Member shall amend the Charter and the Charter Agreement to limit the authority to operate the surviving Campus. In the event a Member School's Elementary School Campus is closed, that Member's Middle/High School Campus shall continue to operate until 1) the reassignment of current Middle/High School Campus students of that Consortium Member to another Consortium Member or 2) the voluntary transfer or graduation of that Member's last Middle/High School Campus student from DCI, whichever is earliest.

**B.** The closure of one Consortium Member's Middle/High School Campus shall not affect the status of any other Consortium Member, the Authorization of DCI, or the Operator's operation of the Middle-High School Campus of any other Consortium Member.

**C.** If Operator operates two or more Campuses of DCI, PCSB has the authority to propose closure of DCI in its entirety or any of its Campuses or locations individually pursuant to this Section 9.2.

**9.2** Termination. This Agreement shall terminate upon the revocation, nonrenewal or relinquishment of the Charters of all Consortium Member Schools or the closure of DCI; if DCI fails to begin operations by October 1, 2014; if DCI fails to secure use of a School Property by October 1, 2014; or by mutual written agreement of the parties hereto.

**9.3** Probation and Corrective Action. **A.** If PCSB proposes closure pursuant to 9.2 above, PCSB may as an alternative to closure, place DCI or any of its Campuses on probation and require Operator, in consultation with PCSB, to develop and implement a written

corrective action plan (“**Corrective Plan**”). The Corrective Plan shall include the reasons for the proposed closure, the terms and conditions of probation and the results DCI shall achieve.. Although PCSB may elect to enter into a Corrective Plan with DCI as an alternative to closure, nothing herein shall require PCSB to place DCI or any of its Campuses on probation or develop a Corrective Plan.

**B.** If PCSB elects to place DCI on probation and enters into a Corrective Plan with the Operator, Operator shall provide 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, the Agreement; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with the Agreement; (c) taking any action affecting any material provision of the Agreement or the performance of any material covenant or obligation by any other party under the Agreement; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to the Agreement affecting any material rights, benefits, or obligations under the Agreement in any material respect.

## **SECTION 10. OTHER PROVISIONS**

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

**10.4** Entire Agreement; Amendments. This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that Attachments A-E can only be modified or amended through the process required under the Act for a public charter schools to petition for charter revision with respect to such items subject to 1.1(B) of this agreement, except that Attachments A, B, and E require only PCSB approval,

and not a public hearing; and provided further that the Operator's request to amend the Authorization, if conducted in accordance with such procedural requirements of the Act, would be sufficient to effect a charter revision. 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. This Agreement runs solely and exclusively to the benefit of Operator and PCSB and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, 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 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 PCSB nor Operator shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of PCSB and Operator meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charters of the Consortium Member Schools pursuant to § 38-180213 of the Act and Sections 9.1, 9.2, and 9.3 in Charter Agreement of each Member or close a campus pursuant to section 9 above in this Agreement.

**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 PCSB:

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

If to Operator:

District of Columbia International School  
3220 16th St., NW  
Washington, DC 20010  
Attention: Mary Shaffner  
Email: mary@dcinternationalschool.org  
Telephone: 202-459-4790

\* \* \*

[Remainder of page intentionally left blank]

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

**DISTRICT OF COLUMBIA  
INTERNATIONAL SCHOOL**

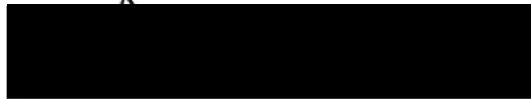


By: *MARY SHAFER*

Title: *Chief Operations Officer*

Date: *6/16/2014*

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**



By: Darren Woodruff

Title: Vice Chair, PCSB Board

Date: 6/20/14

## ATTACHMENTS

ATTACHMENT A	Proposed Rules and Policies for Governance and Operation at DCI
ATTACHMENT B	Articles of Incorporation and Bylaws of Operator
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees of Operator
ATTACHMENT D	[Intentionally omitted]
ATTACHMENT E	Relationship Between Operator and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Disciplinary Policies
ATTACHMENT I	Insurance Requirements
ATTACHMENT J	Key Personnel
ATTACHMENT K	Maximum Enrollment Schedule

# Appendix E

## DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

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

**PREPARED BY:** Tameria Lewis – Senior Policy Advisor

**SUBJECT:** Recognition of the District of Columbia International School as the “One Joint Program” PCSB is authorized to approve via new legal authority granted to PCSB in the Fiscal Year 2015 Budget Support Act of 2014

**DATE:** July 21, 2014

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### PROPOSAL

#### Proposal

DC Public Charter School Board (“PCSB”) staff requests the Board approve the District of Columbia International School (“DCI”) as the “One Joint Program” PCSB is authorized to approve via new legal authority granted to PCSB in the Fiscal Year 2015 Budget Support Act of 2014 (“BSA”); and authorize the board chair to sign on behalf of the PCSB Board the charter agreement amendments for the five DCI member schools and amended DCI Operator Agreement, once revised in accordance with the BSA. The member school charter agreements and DCI Operator Agreement will be revised to reflect the new authority of PCSB to recognize the jointly operated school and treat DCI as a single local education agency (“LEA”) under local and federal law with all the same duties, powers and responsibilities of a public charter school. Students matriculating from the highest grade of

a member school will have the right to attend DCI without participating in the enrollment lottery. DCI will operate this fall and serve approximately 215 students in grades 6 and 7. Each year, another grade will be added.

The middle/high school programs of the following five public charter schools are the programs constituting the jointly operated middle/high school, DCI:

- DC Bilingual Public Charter School (“DC Bilingual PCS”),
- Elsie Whitlow Stokes Public Charter School (“Stokes PCS”),
- Latin American Montessori Bilingual Public Charter School (“LAMB PCS”),
- Mundo Verde Public Charter School (“Mundo Verde PCS”), and
- Washington Yu Ying Public Charter School (“Yu Ying PCS”).

### **Background**

On June 24, 2014 the DC Council approved an amendment to the School Reform Act (“SRA”) (D.C. Official Code § 38-1802.01) that authorizes PCSB to approve one joint program wherein two or more existing public charter schools that have adopted common missions, goals, educational philosophy and curricula combine to create a jointly operated middle and high school. This legislation became effective on July 14, 2014 and the full text of the provision is as follows:

*Jointly Operated School* – The Public Charter School Board shall have the authority to approve one joint program for applicants seeking to establish a jointly operated school where two or more public charter schools that have adopted, for the combined program, identical mission statements, goals, curricula and educational philosophy (“member schools”) may combine to create a jointly operated middle and high school. Notwithstanding any other law, the jointly operated school shall have the same duties, powers and responsibilities of a public charter school, shall be funded as if a public charter school, and shall be treated as a single local educational agency under federal and local law. Students matriculating directly from the highest grade of a member public charter school into the entry grade of the jointly operated school shall be exempt from the requirements of section 2206(c)

On June 16, 2014, PCSB fully approved the DCI Member Schools’ charter agreement amendments which allow for each school to expand its charter, where applicable, to serve grades 6 through 12; to contract with DCI to provide education and other services for grades 6-12; to increase enrollment ceilings to accommodate the expansion; to adopt the Middle School and High School Performance Management Framework for all students attending those grades; and to co-locate and operate grades 6 and 7 for school year 2014-15 on a single campus located at 3220 16th Street, NW.

All member schools offer language immersion programs and have expanded their charters

to include grades 6 through 12 and operate a combined middle/high school. This combined middle/high school program of each member school will be operated by DCI to offer the International Baccalaureate Middle Years and Diploma Programmes. These programs are grounded in the pedagogy of inquiry, environmental stewardship, and global perspective and reflect aspects of each school's mission.

Pursuant to PCSB's June 16, 2014 action, each school entered into an agreement with DCI wherein the member schools middle and high school programs continued to operate independently although managed cooperatively in one location in which expenses are shared based on the per pupil funding allocation of enrolled students at each school. Each student attending the DCI consortium would enroll in one of the five member schools. The Member Schools individually would be held accountable for their students' academic results by adopting the Middle and High School Performance Management Frameworks for their goals and student academic achievement expectations.

Upon the enactment of the newly approved provision granting authority to PCSB to recognize one jointly operated middle and high school program, DCI submitted a formal request that PCSB recognize DCI as the one joint program authorized by the "Fiscal Year 2015 Budget Support Act of 2014" along with supporting documentation showing DCI meets all the requirements necessary for such recognition.

PCSB staff recommends approval of this request as it will allow DCI to operate as a single LEA for all accountability, compliance and funding purposes and will provide PCSB clear and direct oversight authority for the DCI program and allow stakeholders greater transparency regarding the school's operations and performance.

Date: <u>7/21/14</u>
PCSB Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved with Changes <input checked="" type="checkbox"/> Rejected
Changes to the Original Proposal: _____
_____
_____
_____



# District of Columbia International School

July 20, 2014

Board of Directors  
Public Charter School Board  
3333 14th Street NW  
Washington, DC 20010

Dear Board of Directors,

Thank you so much for the PCSB's effort on behalf of the students of District of Columbia International School ("DCI") and all our member schools.

With passing of the Fiscal Year 2015 Budget Support Act of 2014 Sec. 4111, the Jointly Operated Public Charter School Amendment Act of 2014 (the "2014 Act"), the PCSB has the "authority to approve one joint program for applicants seeking to establish a jointly operated school where two or more public charter schools that have adopted, for the combined program, identical mission statements, goals and curricula and educational philosophy (member schools) may combine to create a jointly operated middle and high school" and this "jointly operated school shall have the same duties, powers and responsibilities of a public charter school" including the right under the 2014 Act to be funded as if a public charter school, and to be treated as a single local educational agency under federal and local law.

DCI hereby officially requests that you recognize DCI as the one joint program referred to in the 2014 Act, with the same rights and duties as a public charter school, as described therein.

Working with the PCSB throughout the process, the five member public charter schools, which are District of Columbia Bilingual Public Charter School, Elsie Whitlow Stokes Community Freedom Public Charter School, Latin American Montessori Bilingual Public Charter School, Mundo Verde Public Charter School and Washington Yu Ying Public Charter School, first joined together to establish a jointly operated



# District of Columbia International School

middle and high school known as DCI by signing a memorandum of understanding in 2011. The member schools then incorporated District of Columbia International School, a District of Columbia nonprofit corporation, in 2012 as the operator of the jointly operated middle-high school. Then, in 2012-13 the five member schools worked together with the DCI Executive Team, Mary Shaffner and Carmen Rioux-Bailey, to draft one DCI school plan that was submitted by each member school to the PCSB as an amendment to its respective charter. Pursuant to such amendments, the member schools thus adopted identical mission statements, goals, curricula and educational philosophy for the combined program operated by DCI.

These DCI school plans were approved conditionally in 2013 and then fully in 2014 by the PCSB.

DCI has obtained opening funding, has a leadership team in place and a full staff hired for our September opening, has secured a facility, and has enrolled 210 students.

With these pieces in place we respectfully ask PCSB approve DCI as the jointly operated school described in 2014 Act, which shall have the same duties, powers and responsibilities of a public charter school, and which shall be funded as if a public charter school, shall be treated as a single local educational agency under federal and local law.

Thank you again for all your support and to the entire staff of the PCSB for helping us get DCI open in the fall.

Please contact us with any questions.

Sincerely,

  
Mary Shaffner and Carmen Rioux-Bailey  
Chief Operations Officer and Chief Education Officer  
District of Columbia International School



# Appendix F

## DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

### Charter Actions Requiring a Vote

- Approve a Charter Application (15 yrs)
- Approve a Charter Renewal (15 yrs)
- Approve Charter Continuance (5 or 10 yrs)
- Approve a Charter Amendment Request
- Give a Charter Notice of Concern
- Lift the Charter Notice of Concern
- Commence Charter Revocation Proceedings
- Revoke a Charter
- Board Action, Other \_\_\_\_\_

### Non-Voting Board Items

- Public Hearing Item
- Discussion Item
- Read into Record

### Policies

- Open a New Policy or Changes to a Policy for Public Comment
- Approve a New Policy
- Approve an Amendment to an Existing Policy

**PREPARED BY:** Laterica Quinn – Equity and Fidelity Specialist

**SUBJECT:** Operator Direct Agreement Amendment: District of Columbia International School, Relocation

**DATE:** September 19, 2016

*District of Columbia International School ("DCI") currently operates as a single campus located at three small facilities in Ward 1, located at 3220 16<sup>th</sup> Street, NW, 3224 16<sup>th</sup> Street, NW and the All Souls Church at 1500 Harvard Street, NW. Prior to approving the school to operate at 3224 16<sup>th</sup> Street and the All Souls Church locations, the DC Public Charter School Board ("DC PCSB") held a public hearing on July 20, 2015 where DCI discussed its plans to operate at the facilities in Ward 1 until SY 2017-2018 when DCI would permanently relocate its entire campus to the former Walter Reed Army Medical Center on 16<sup>th</sup> Street, NW in Ward 4. At that time, DC PCSB did not receive any opposition or public comments from the community regarding the matter. Given the Board already held a public hearing in July 2015 to discuss DCI's intent to move to the Walter Reed campus, an additional public hearing is not required for this proposal.*

### **Recommendation**

DC PCSB staff recommends that the Board approve the operator direct agreement amendment request of DCI, and approve the DC PCSB Board Chair Darren Woodruff to sign the amendment on behalf of the Board.

On August 1, 2016, DCI submitted a written notification to DC PCSB of its intent to permanently relocate from its existing facilities in Ward 1, to the former Walter Reed campus in Ward 4, located in Delano Hall (Building 11) at 6900 Georgia Avenue, NW. If approved, this permanent relocation will be effective for SY 2017-2018.

### **Rationale**

DCI is currently in its third year of operation serving students in grades 6-9. The school will add a grade each year until it serves students in grades 6-12 in SY 2019-2020. Due to its ever-growing student population, DCI currently operates a single campus at three separate facilities in Ward 1. Beginning in SY 2017-2018, the school proposes to permanently

relocate to the former Walter Reed campus, where it will operate in Delano Hall (Building 11), which is a 170,000 square foot space that has the capacity to hold up to 1450 students and staff. Once renovations have been completed at the site, DCI will have a 35,000 square foot Science and Art facility which includes a separate gymnasium. Additionally, the school plans to sublease 30,600 square feet of the building to Latin American Montessori Bilingual Public Charter School ("LAMB PCS") so the school can open "an additional elementary location." The remaining 100,000 square feet of the proposed location will be the newly renovated Delano Hall.

### Financial Implications

Per DCI's amendment application, the school has planned for this permanent move to the Walter Reed campus since its inception in SY 2014-2015. These plans are also accounted for in the school's budget, found at Attachment B. The school reports its financial package of \$56.7M to complete the site's renovations is currently in place. DCI obtained a \$41M senior loan from Bank of America, \$10M of subordinated debt from The Reinvestment Fund and the Local Initiatives Support Corporation, as well as additional subordinated debt and credit enhancements from the Office of the State Superintendent of Education ("OSSE") and Building Hope. Additionally, in fiscal year ("FY") 2015 DCI received a Scholarships for Opportunity and Results (SOAR) grant that was awarded by OSSE in the amount of \$547.5K. DCI is currently finalizing lease negotiations with the facility's master developer, Heinz Urban Atlantic. The school plans to lease the building long-term directly from the developer until the facility's control is formally transferred to the District of Columbia.

According to DC PCSB's most recent financial audit of DCI's fiscal management in FY15, the school earned the highest tiered score possible on the Financial Audit Review. Financial performance indicated the school was operating with a surplus and had no known debt-compliance issues.

### Background

DCI is a jointly operated school<sup>1</sup> that is comprised of five member schools: DC Bilingual Public Charter School, Elsie Whitlow Stokes Public Charter School, LAMB PCS, Mundo Verde Public Charter School, and Washington Yu Ying Public Charter School. In SY 2015-2016, DCI served 404 students in grades 6-8, and beginning in SY 2016-2017 the school will grow to serve grade 9, with a projected total enrollment of 554 students. DCI will continue to add a grade each year until it reaches maturation in SY 2019-2020 serving students in grades 6-12.

### Notification

On August 1, 2016, DCI submitted a written notification to DC PCSB of its intent to permanently relocate from its existing facilities in Ward 1, to the former Walter Reed campus in Ward 4, beginning in SY 2017-2018. Per its charter agreement amendment application, the school reports its parents, staff and stakeholders were notified of the proposed relocation during public meetings held in October 2015 and Spring 2016. At those meetings, the Deputy Mayor for Education, Deputy Mayor of Planning and Economic Development, the master developer from Heinz Urban Atlantic, and DCI's project manager and development adviser were all in attendance to address the community's questions and concerns. Additionally, on April 5, 2016, DCI presented at the Advisory Neighborhood Commission ("ANC") meeting in Ward 4A to publicly discuss the school's proposed relocation to the Walter Reed Campus in SY 2017-2018. The school also obtained letters of support from several ANC commissioners from Ward 4A that may be found at Attachment C.

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<sup>1</sup> Section 38-1802.01 (c-1) of the D.C. Code.

On August 9, 2016, DC PCSB staff notified ANC Commissioner Stephen A. Whately of Ward 4A03 that DCI plans to relocate to the proposed facility in SY 2017-2018. DC PCSB also submitted a notice to be published in the DC Register and posted a notice on its website on August 9, 2016, stating it would accept public comment until September 19, 2016. Copies of these public notices in their entirety may be found here: <http://bit.ly/2bWgkRv>.

**Attachments to this Proposal**

- Attachment A: School's Charter Amendment Application (enclosed)
- Attachment B: School's Projected 5-Year Budget (separate attachment)
- Attachment C: Letters of Support from ANCs (separate attachment)
- Attachment D: Charter Agreement Amendment (separate attachment)

Date: <u>9/19/16</u>
PCSB Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Changes to the Original Proposal: _____
_____
_____
_____

Attachment A



DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD
Charter and/or Charter Agreement Amendment Application

Part I: General Information

\*All applicants must complete this section\*

SUBMITTED BY: Evelyn Lee, Board Chair, District of Columbia International School
SUBJECT: Charter Amendment Request for: (Mark all that apply)

- Mission or Education Philosophy
Goals and Academic Achievement Expectations
Grade Levels to be Served
Governance Structure
Enrollment Ceiling
Replication/Operation of additional campus(es)
LEA Status for Special Education
Voluntary Closure of a Campus or Grade Level(s)
Curriculum, standards, or assessment

SUBMISSION DATE: August 1, 2016
SCHOOL BACKGROUND

Please address the following questions in their entirety. This information provides helpful background to the DC PCSB Board as it reviews these requests.

Overview of School Performance

- 1. Provide the following information about your Local Education Agency (LEA) by campus:
a) Campus name(s) and location(s): District of Columbia International School, 3226 16th Street NW, Washington, DC
b) Year opened: 2014-15
c) Grade levels served (Currently and at expiration of charter agreement, if applicable): Currently 6-9 growing through 12th Grade
d) Date that charter will be eligible for possible renewal: 2029
2. Please select the performance indicators below that describe the school's current performance\* (Mark all that apply)
- Currently rated Tier 1, or met at least 2/3 of targets on the most recent Accountability Plan, EC, or Adult PMA.
- School is not currently under corrective action.
- Has historically met enrollment projections within 80% of target.
- School has been in operation for 3+ years.
- School is currently accredited. Received IB Authorization, Pursuing Middle States

\*If the school has multiple campuses or varying PMAs, please describe the academic performance of each campus here: Enter text

PROPOSAL

District of Columbia International School submits to the DC Public Charter School Board this application to amend its charter agreement by changing the item(s) selected above. If approved, this amendment will be effective on \_\_\_\_, 20\_\_ (leave blank if this has not been determined).

- 1. Please describe the requested change (provide detail on the selection above). Please describe any planning that is already underway to prepare for the proposed change(s).
DCI, as written in the original member school Amendment Plans to move to Building 11, Delano Hall on the Walter Reed Campus as its permanent location. We plan to move for school year 2017-18. We have an experienced project team, the building, our architectural planning is complete and we have secured our financing package. We are just waiting for the Army to hand off from the city to begin construction.
2. How will the amendment(s) selected above support or enhance the school's mission?
It will provide us a world class location to support our mission and our planned 1450 students 6-12th grades
3. When did your school's board approve the proposed amendment(s)? Please attach minutes from the meeting and vote results.
They approved it by an online vote 7/29/16.

For questions, please contact PCSB staff person Laterica (Teri) Quinn at (202) 328-2660.

4. How has the school informed its external stakeholders (e.g. local ANC commissioners, neighbors) and internal stakeholders (e.g. staff, parents) of the proposed amendment(s)? Please attach any written communication (e.g., meeting minutes). Please describe any notable support for or opposition to the proposed amendment(s).

DCI has been working with the ANC since Yu Ying was originally awarded the location for it's highschool DCI at Yu Ying in 2011. See attached early letters of support and recent minutes from meetings this year where we presented at ANC4a and ANC4b.

In addition we brought the whole project team (Architect, Builders, Project Manager and Development Advisor), the Deputy Mayor of Education, Deputy Mayor of Planning & Economic Development, Heinz Urban Atlantic (the Walter Reed Master Developer) to present to the DCI Families this last year in October and then in the Spring for Community and Member Schools to hear about the progress of the project. The DME and DMPED staff also provided reassurances to all groups that we would open in 2017-8 on the campus.

**Part II: Specific Revision Requests**

**Section J. Charter Agreement Amendment – New Location or Additional Facility**

**\*ONLY complete this section if applying to amend Campus Location.**

*Any school that is planning to operate a new campus in an existing (or new) location or relocate an existing campus, whether temporarily or permanently, and even if it is taking over an existing campus of another public charter school, must notify DC PCSB of the change and amend its charter agreement to include the new address.*

*DC PCSB will generally approve a campus addition or relocation amendment, if the school has made documented and meaningful effort to engage the community, including the Advisory Neighborhood Commission (ANC), and has made an effort to address their concerns, if any. The school must show proof that it has taken into consideration the current families attending the school and their transportation needs, at least for the first year of operation in the new location.*

1. What is the reason for this change in location: [check the reason below that best describes your plan]

Entire campus or school is relocating from current location to a new location?

A single campus is both staying in its current location AND expanding into a second location (e.g. some grades in one facility and some in a second temporary space until a permanent facility is found.).

School is replicating an existing campus. (Note: Please complete Section H: Replication)

School is creating a new campus being housed in a new facility (Note: Please complete Section D: Campus Reconfiguration)

2. List all of the facilities that the school currently operates along with the new facility(ies) the LEA plans to operate. Include the campus(es) located in each facility, highlighting any changes from what is currently written in its charter agreement.

**We will no longer be at our locations on 16<sup>th</sup> and Park and All Souls Church on 16<sup>th</sup> and Harvard.**

3. Is the proposed new facility a property that you plan to purchase or lease? How many square feet is this space? Which grade level(s) will be at this location?

**We will lease the space via a long-term lease first from the Master Developer Heinz Urban Atlantic that will then be transferred to the City. We are currently finalizing the lease. The total space is 170,000 square feet. This is inclusive of 30,600 square feet that will subleased to LAMB for an additional elementary location. The remaining space will be DCI a 35,000 square foot STEAM (Science and Art) and Gym addition and the remaining space (100,000) is renovations to Delano Hall Building 11.**

4. If the school is planning to move a current campus into a new location, please address:

a. How will the change in location impact students who currently attend this campus, and how will you ensure that students will re-enroll?

b. Given that students are expected to move, how will you support families that need transportation?

**We have communicated to our families that Delano is our permanent location since before we opened. And in fact we are one year delayed in our move. All are aware that we are moving. Throughout the process we have discussed transportation options with them. Most of our students take public transportation and we expect that will be the same at the new site.**

5. Describe the neighborhood of the proposed location (e.g. residential, commercial, metro-accessibility). What value will you bring to this community? In your response, list traditional and public charter schools in close proximity to the new location, identifying schools that serve the same grade span as

*For questions, please contact PCSB staff person Laterica (Teri) Quinn at (202) 328-2660.*

you will serve at full capacity at this location. Describe how the academic performance, demographics, and mission of your school compare to these schools.

Walter Reed is situated within the Rock Creek East Planning Area, a largely residential area that includes neighborhoods such as Shepherd Park, 16th Street Heights, Brightwood, Perworth and Takoma. The non-cluster location of Walter Reed, next to Clusters 16 and 17, is known for its park-like setting, and its housing stock holds strong appeal for families ([www.neighborhoodinfo.dc.org](http://www.neighborhoodinfo.dc.org), 2008).

According to the District of Columbia Comprehensive Plan, approximately 12% of the city's population lives in Rock Creek East (OP, 2006). Of the 66,000 residents, more than 20% are under the age of 18. That is more than 13,000 school-aged children in the area that includes Walter Reed. This, in addition to the racial and ethnic diversity of Rock Creek East, makes a compelling case for locating a groundbreaking, international public charter school like DCI at Walter Reed. DCI will be positioned to serve existing area residents as well as new residents attracted by the advantages of the location.

By providing a world class school to DC, DCI is contributing to keeping residents in the city for middle and high school. Traditionally many residents have left the city for Maryland and Virginia because DC's 6-12<sup>th</sup> grade options are limited or quality options are oversubscribed. Approximately 2500 diverse students and their families make up the DCI and member school community. Rather than providing a drain on nearby schools it is providing a new path for members school families to stay in the city. And providing a world class school to new students that will join DCI through the lottery.

DCI's primary goal is to integrate itself into the fabric of the neighborhood, not only as an educational resource but also as a broader community asset. By choosing to join the network of International Baccalaureate Schools, DCI has obligated the school to become a thriving community of learners actively engaged in the greater Washington, DC community.

Already DCI students are engaged in a myriad of community activities: Students in the DCI ACE after school program volunteer for a myriad of DC organizations including: Mary's Center, So Others Might Eat, St Colletta's, the DC Humane society, Anacostia Watershed Society, member schools and so many more. Through their IB 8<sup>th</sup> Grade Community Projects they have contributed to a variety of other programs both community and environmentally oriented. Through the creation of a world-class school at Walter Reed, DCI will demonstrate that we are sensitive to the community's desired usage for the school and are eager to create a true community asset that provides access to education and training for the neighborhood at large. DCI presented to ANC 4A and received initial support and we have continued to build support over the years throughout the BRAC disposition process to ensure that DCI would be welcomed by the community and be able to serve the community as a whole.



Section J continued on next page ↓

**Section J. Charter Agreement Amendment - New Location Continued**

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6. Describe how you have engaged your school's community in the decision to relocate, expand, or divide into this new location. Submit documentation of your communications with your staff and families regarding this new location. Please explain any potential concerns raised by the school's internal community, including students, teachers, etc. (Not applicable if replicating an existing campus.)

**As mentioned before, we have always communicated to our families and staff that our permanent location is Delano Hall on the Walter Reed Campus. It is on our website, in our literature, on our original Charter Amendments submitted by the member schools.**

**Attached is a recent presentation given to our staff and families about the new building by our Architects to get their feedback and support for our relocation to Delano Hall.**

7. Describe all community outreach that has been done in the local community of the new school location. Submit documentation of communications with nearby principals, neighbors, ANC representatives, Councilmembers, and others, notifying them of your plans. What concerns, if any, have been brought to your attention and how do you plan to address them?

**As mentioned before we have been presenting and meeting at the ANC since 2011 when the building was first awarded. Minutes from recent meetings and the original letters of support are attached.**

8. Will there be newly-created slots for additional students? If so, discuss student recruitment efforts in the new school community.

**The building's capacity is 1450. All spots will be filled by the MySchools lottery. Member school students and staff receive preference. After that spots are filled through unpreferred lottery spots.**

9. What is the occupancy maximum at the new location? If the maximum occupancy load for staff and students is less than the total number of staff and students who will occupy the facility at any point in the future, please explain how you will address this issue.

**The total occupancy is 1450 students and that is the planned capacity of the school.**

10. How will the proposed change impact the school's operations and finances? What are the anticipated expenses, and how will the school finance these expenses?

**We have planned for this since inception of the school and the writing of the original application; and it is in the budget. Attached is the budget. Our financing package of \$56.7M to do the renovation and addition is in place, it includes:**

- \$41m senior loan from Bank of America
- \$10m subordinate debt from LISC and TRF
- The remaining amount includes subordinate debt and credit enhancements from OSSE and Building Hope, a hopeful QZAB, equity from DCI, and grants through OSSE SOAR funding.

**Note: In addition to your narrative here, please attach a proposed 5-year Operating Budget.**



[Return to Table of Contents](#)

### Enrollment Matrix – All Campuses

	Academic Year 2015-16	Academic Year 2016-17	Academic Year 2017-18	Academic Year 2018-19	Academic Year 2019-20	Continue until year of max enrollment
Grade Levels:	Current	Projected	Projected	Projected	Projected	Projected
PK-3						
PK-4						
Kindergarten						
Grade 1						
Grade 2						
Grade 3						
Grade 4						
Grade 5						
<b>Total</b>						
Grade 6	193	140	235	277	290	255
Grade 7	118	170	178	223	278	240
Grade 8	91	110	174	189	208	230
<b>Total</b>						
Grade 9		90	113	148	144	198
Grade 10			76	107	122	186
Grade 11				72	94	175
Grade 12				74	62	168
<b>Total</b>						
<b>L&amp;A Total</b>	<b>402</b>	<b>500</b>	<b>775</b>	<b>996</b>	<b>1197</b>	<b>1450</b>
Projected 20% - SPED	80	100	155	199	239	290
Projected 15% - ELL	60	75	116	149	180	217
# Campuses* Locations	2	2	1	1	1	1

**Attachment B**  
**DCI's Projected 5-Year Budget**

**Summary Financials (IS2), v3.0**  
DC International School

Income Statement	BY16-17	BY17-18	BY18-19	BY19-20	BY20-21
Account	Future	Future	Future	Future	Future
Event	Build	Int Only	I & P	-	-
<b>Students</b>	500	775	998	1,107	1,323
Increase	95	275	221	201	129
<b>Employees</b>					
Teachers	41	57	75	97	107
Other Curricular	20	27	32	37	41
General and Admin	11	19	22	23	25
Total Employees	72	103	129	157	173
Students/Employee	6.94	7.52	7.72	7.62	7.65
<b>Revenue</b>					
04 - State and Local Revenue	8,751,748	13,904,193	18,288,108	22,439,905	25,354,325
05 - Federal Revenue	760,890	816,724	1,081,177	1,338,290	1,523,538
06 - Private Revenue	418,875	717,095	1,081,107	1,458,631	1,509,006
Total Revenue	9,931,512	15,438,013	20,448,392	25,244,826	28,387,869
<b>Operating Expenses</b>					
07 - Staff-Related Expense	5,700,752	8,199,379	10,580,535	13,215,978	14,887,165
08 - Occupancy Expense	1,732,875	812,700	1,149,880	1,174,994	1,209,938
09 - Student Expense	1,148,858	1,700,753	2,418,958	2,885,324	3,192,051
09 - General & Admin	498,347	817,017	1,078,208	1,327,749	1,505,036
09 - Contingency	272,359	345,895	458,110	557,521	623,853
Total Operating Expense	9,350,990	11,875,744	15,685,791	19,141,567	21,418,984
Net Operating Income	580,522	3,562,269	4,768,611	6,103,259	6,968,885
Interest, Depreciation					
1X - Depreciation, Amortization, & Interest	208,334	4,089,862	4,089,862	5,262,858	5,482,315
Total Expenses	9,559,323	15,965,606	20,540,843	24,404,424	26,901,279
Net Income	374,189	(1,407,623)	(201,251)	810,802	1,806,490
Net Margin	4%	-9%	-1%	3%	5%
<b>Adjustments To Cash Flow</b>	<b>BY16-17</b>	<b>BY17-18</b>	<b>BY18-19</b>	<b>BY19-20</b>	<b>BY20-21</b>
<b>Operating Activities</b>					
Net Income	374,189	(1,407,623)	(201,251)	810,802	1,806,490
Cash Flow Adjustments	87,183	2,092,780	1,012,322	1,050,099	930,848
Net cash increase for year	461,372	685,157	811,071	1,860,701	2,437,338
Net cash increase for year, w/out contingency		1,031,052	1,287,182	2,418,222	3,081,190
<b>Cash Flow</b>	<b>BY16-17</b>	<b>BY17-18</b>	<b>BY18-19</b>	<b>BY19-20</b>	<b>BY20-21</b>
Beginning Cash Balance	2,022,415	3,383,798	4,088,923	4,879,994	5,740,895
Ending Cash Balance	3,383,798	4,088,923	4,879,994	5,740,895	6,178,031
Monthly Expense	770,249	980,845	1,304,982	1,585,131	1,794,014
Months of Cash	4.34	4	4	4	5
<b>Per Student</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>19-20</b>	<b>BY20-21</b>
Revenue	19,863	19,920	20,531	21,090	21,457
All Expenses	19,115	21,738	20,739	20,413	20,318

**Attachment C**  
**DCI Letters of Support from ANCs**

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Advisory Neighborhood Commission 4A



December 5, 2012

Mary Shaffner  
Washington Yu Ying Public Charter School  
220 Taylor Street NE  
Washington, DC 20017

To Mary Shaffner and Members of the DC Public Charter School Board:

I am writing this letter to support the amendment of the Washington Yu Ying Public Charter School to extend its charter through grade 12 as a member school of DC International (DCI) at Walter Reed. As a commissioner for SMD 4A01, I understand this amendment will serve to provide students at five language immersion charter schools the opportunity to become biliterate and bilingual in the target languages they have studied in elementary school.

The DCI will serve 1000 students in grades 6-12 and provide them with a world-class education through the International Baccalaureate Middle and Diploma Programs. Students will be able to take classes in Chinese, Spanish, and French. Such an opportunity does not exist for these students anywhere else in our city.

As a representative of Advisory Neighborhood Commission 4A (SMD 4A01), I affirm my support for the creation of this opportunity, and look forward to a relationship with DC International when it opens in 2014.

Sincerely,



Commissioner Karl L. Kennedy, SMD 4A01  
Advisory Neighborhood Commission 4A

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Advisory Neighborhood Commission 4A



December 5, 2012

Mary Shaffner  
Washington Yu Ying Public Charter School  
220 Taylor Street NE  
Washington, DC 20017

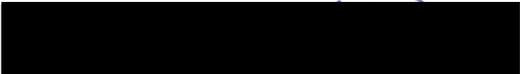
To Mary Shaffner and Members of the DC Public Charter School Board:

I am writing this letter to support the amendment of the Washington Yu Ying Public Charter School to extend its charter through grade 12 as a member school of DC International (DCI) at Walter Reed. As a commissioner for SMD 4A02, I understand this amendment will serve to provide students at five language immersion charter schools the opportunity to become biliterate and bilingual in the target languages they have studied in elementary school.

The DCI will serve 1000 students in grades 6-12 and provide them with a world-class education through the International Baccalaureate Middle and Diploma Programs. Students will be able to take classes in Chinese, Spanish, and French. Such an opportunity does not exist for these students anywhere else in our city.

As a representative of Advisory Neighborhood Commission 4A (SMD 4A01), I affirm my support for the creation of this opportunity, and look forward to a relationship with DC International when it opens in 2014.

Sincerely,

  
Commissioner Dwayne M. Toliver, SMD 4A02  
Advisory Neighborhood Commission 4A

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Advisory Neighborhood Commission 4A



December 5, 2012

Mary Shaffner  
Washington Yu Ying Public Charter School  
220 Taylor Street NE  
Washington, DC 20017

To Mary Shaffner and Members of the DC Public Charter School Board:

I am writing this letter to support the amendment of the Washington Yu Ying Public Charter School to extend its charter through grade 12 as a member school of DC International (DCI) at Walter Reed. As a commissioner for SMD 4A03, I understand this amendment will serve to provide students at five language immersion charter schools the opportunity to become biliterate and bilingual in the target languages they have studied in elementary school.

The DCI will serve 1000 students in grades 6-12 and provide them with a world-class education through the International Baccalaureate Middle and Diploma Programs. Students will be able to take classes in Chinese, Spanish, and French. Such an opportunity does not exist for these students anywhere else in our city.

As a representative of Advisory Neighborhood Commission 4A (SMD 4A03), I affirm my support for the creation of this opportunity, and look forward to a relationship with DC International when it opens in 2014.

Sincerely,

  
Commissioner Stephen Whatley, SMD 4A03  
Advisory Neighborhood Commission 4A

# Appendix G



POLICY TITLE:	Elect to Adopt the Performance Management Framework as Charter Goals
ADOPTION/EFFECTIVE DATE	Adopted: February 25, 2013 Updated: May 19, 2014  Updated: November 17, 2014 Updated: November 16, 2015 Updated: March 20, 2017 Updated: September 18, 2017 Updated: November 19, 2018

**PURPOSE of This Revision**

This revision to the policy ensures that the language throughout the policy is applicable to adult education programs and establishes renewal and review targets for adult education campuses to adopt the Adult Education Performance Management Framework (“AE PMF”) as their charter goals and student academic achievement expectations.

**ELECT PMF AS GOALS POLICY**

Schools may choose to replace their charter goals and student academic achievement expectations with the Performance Management Framework(s) (“PMF”), as amended over time, for the grade levels they serve. Upon a school’s request, the below review and renewal language and improvement clause will be added to its charter as an amendment, which will be approved by DC PCSB's Board. For specific information related to the timing of charter goals amendments, please refer to our [Policy for Charter Amendments and Revised Goals and Academic Achievement Expectations](#).

The goals and student achievement expectations for a DC public charter schools will be updated from those currently detailed in its charter, or subsequently created accountability plans, and replaced with the Early Childhood/Elementary/Middle School (“PK-8”), high school (“HS”), and/or adult education (“AE”) PMFs. Any updates to the PMF(s), including changes in state adopted assessments, performance indicators, floors, targets, and formulas, will be automatically updated and accepted by the school without requiring a charter amendment as long as the PMF was updated through a fair and transparent process involving a task force that comprises school leaders, charter advocates, and DC PCSB staff and was officially adopted by DC PCSB's Board of Trustees in a public vote. Charter schools with mission-specific goals, non-academic goals, and/or goals relating to achievement gaps or subgroup performance are encouraged to include these as supplemental goals and academic achievement expectations. These supplemental goals must be measurable and feasible to assess objectively. For adult education (“AE”) schools offering career and technical education (“CTE”) programs, CTE goals must be included as mission-specific goals.

Upon adoption, the new PMF-based goals will be used to evaluate a school's performance for the years beginning with the year the PMF was formally adopted by the Board for PK-8 and HS. For AE schools, the year that the policy goes into effect is school year ("SY") 2018-19. The Board formally adopted the ES/MS PMF for schools serving grades 3-8, or a subset thereof, (now PK-8) and the HS PMF in SY 2010-11. The Board formally adopted the EC PMF (now included in the PK-8 PMF) and the AE PMF in school year 2013-14.<sup>1</sup>

Through the 2018-19 review cycles, DC PCSB will provide flexibility in the use of the 2014-15 Partnership for Assessment of Readiness for College and Careers ("PARCC") scores in calculating a school's PMF score as indicated below. However, DC PCSB will continue to use the non-PARCC-related PMF measures (e.g., attendance, re-enrollment, SAT, CLASS) as well as prior year DCCAS results to determine school performance during a charter review and renewal.

DC PCSB will not score or tier the PK-8 or HS PMF for the 2014-15 PMF. The school's performance on each measure will be displayed separately without percentages of total points.

### **Fifth-Year Charter Review**

In order for a school serving grades prekindergarten through 12, or any subset thereof, or any adult education school that has adopted the PMF as goals and student academic achievement expectations to be considered as having met its goals and student academic achievement expectations at its fifth-year charter review, the school's average PMF score for the first four years of operation must be equal to or exceed 40%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF scores over the four-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

### **Tenth-Year Charter Review**

In order for a school serving grades prekindergarten through 12, or any subset thereof, or any adult education school that has adopted the PMF as its goals and student academic achievement expectations to be considered as having met its goals and student academic achievement expectations at its tenth-year charter review, the school will need to have earned an average PMF score since the previous five-year review equal to or exceeding 45%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF scores over the five-year period. In exercising

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<sup>1</sup> While the AE PMF was formally adopted in SY 2014-15, the scoring was not holistic until SY 2018-19, and the Board did not incorporate standards of review and renewal for the AE PMF into the Elect to Adopt the Performance Management Framework as Charter Goals Policy until this revision.

its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

### **Charter Renewal and Every Review Thereafter**

In order for a school serving grades prekindergarten through 12, or any subset thereof, or any adult education school that has adopted the PMF as its goals and student academic achievement expectations to be considered as having met its goals and student achievement expectations at its 15-year charter renewal and every review thereafter, the school will need to have earned an average PMF score since the previous review equal to or exceeding 50%.

Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

If there is a conflict between the terms in the Hold Harmless section and existing charter agreements, the existing charter agreement terms will supersede the Hold Harmless section of the Elect the PMF as Goals Policy.

#### *Tier 3 PMF Results*

As stated in the annually released PMF Policy & Technical Guide, a school with a Tier 3 PMF result that meets one or more of the below criteria may be subject to a high-stakes review to determine whether the school's charter should be revoked pursuant to the School Reform Act (SRA).

- PK-8, HS, or AE PMF score of 20.0% or lower in the most recent year.
- PK-8, HS, or AE PMF score that is a 5.0% decrease or greater within Tier 3 from one year to the next.
- AE PMF score in SY 2014-15 – SY 2017-18 in which the school earns an N/A or 35.0% or less of the possible points in three or more indicators.
- Any school performing in Tier 3 for any three of the previous five years.

#### *Additional Review Outside of 5-year Cycle*

DC PCSB may, as permitted by law,<sup>2</sup> elect at any time to conduct an “out-of-cycle” review – that is, outside of the reviews that occur every five years. Out-of-cycle reviews may be due to a school's Tier 3 status, or because a school is identified as low-performing by the Office of the State Superintendent of Education (“OSSE”) under ESSA, or for other reasons of poor performance or non-compliance. When conducting such a review, DC PCSB will use the last five years of the school's data to determine if the school is meeting its charter goals

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<sup>2</sup> D.C. Official Code § 38-1802.12(a)(3) states that “An eligible chartering authority that grants or renews a charter...shall review the charter at least once every 5 years...” Thus, DC PCSB may review a charter more than once within a 5-year cycle.

under this policy. If a school is reviewed out-of-cycle, DC PCSB will evaluate the school according to the most recent review standard. For example, if a school is in its 7<sup>th</sup> year of operation, DC PCSB would conduct a review using the previous five years of data to determine if it is meeting the five-year review standard. If a school is in its 12<sup>th</sup> year of operation, DC PCSB would conduct a review using the previous five years of data to determine if it is meeting the ten-year review standard. These reviews will be in addition to, not in place of, a high stakes review conducted every five years.

### *New Campuses of Existing LEAs/Campuses with Multiple PMF Frameworks*

If existing LEAs open new campuses between charter review cycles, their new campuses must have at least two years of PMF scores prior to the next review to be evaluated on their student academic achievement expectations.

In the case that new campuses have three years of PMF scores, new campuses will be evaluated based on the LEA's standard for review. For example, if a 10-year old LEA has a new campus that has three years of PMF scores, that new campus will have to meet the 10-year review standard. New campuses with only one year of a PMF score will not have their score included in the upcoming review. At charter review or charter renewal, continuance or closure/revocation decisions applied to the LEA's existing campuses will also be applied to the new campus whose scores were not included in the review or renewal analysis because only one score was available.

In the case that new campuses or a campus with a new framework (such as a middle school that is growing to grade 12) only has two years of PMF scores prior to the next review, those new campuses or the newest grades that use a different PMF framework (in the case of expanding schools) will be held to the 5-year review standard.<sup>3</sup> At the following review, the new campuses and new frameworks would have to meet the LEA's standard for review. For example, if a 10-year old charter middle school grows to serve through grade 12, and only has two high school PMF scores at the time of its 10-year review, DC PCSB would evaluate grades 6 through 8 using the 10-year review standard, and grades 9 through 11 using the 5-year review standard. At the LEA's 15-year charter renewal, all grades would be held to the 15-year charter renewal standard.

### *Grandfather Clauses*

#### *PK-8 Schools Undergoing Review or Renewal in SY 2017-18 and SY 2018-19*

For campuses that transitioned to a new PMF after SY 2013-14 (those that were previously on the Early Childhood PMF framework and are now on the PK-8 PMF framework) that are undergoing review or renewal in SY 2017-18 or SY 2018-19, the campuses' standard for review or renewal is as follows:

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In order to be deemed as having fully met<sup>4</sup> the charter goals and academic achievement expectations, the campus will need to have:

- Met all Early Childhood PMF floors in SY 2013-14; and
- Obtained an average score of 40% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for five-year review schools; OR
- Obtained an average score of 45% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for ten-year review schools; OR
- Obtained an average score of 50% of the possible PMF points for SY 2015-16, SY 2016-17, and SY 2017-18 (for SY 2018-19 reviews and renewals) for fifteen-year charter renewal schools and all subsequent reviews/renewals.
- SY 2012-13 Early Childhood PMF pilot and SY 2012-13 Accountability Plan results will be displayed but not included in the analysis of whether or not schools met their charter goals and academic achievement expectations.

#### *Adult Schools That Have Previously Adopted PMF Measures as Goals*

Three adult education schools have previously adopted a version of the PMF as their charter goals prior to SY 2018-19: Academy of Hope Public Charter School (PCS), Community College Preparatory Academy PCS, and LAYC Career Academy PCS. For these schools only, the relevant grandfather clause may apply for their next review, upon the school's adoption of this policy update into its charter agreement.

- An AE school that has previously adopted the PMF as Goals undergoing a five-year review during SY 2018-19<sup>5</sup>:
  - At its fifth-year charter review the campus will need to have earned at least 40% of the weighted scores in three out of four categories (previously named indicators) on the AE PMF (Student Progress, Student Achievement, College and Career Readiness, and Leading Indicators) for all but one of the following school years: SY 2014-15, 2015-16, 2016-17, and 2017-18.<sup>6</sup>
  - Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion,

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<sup>4</sup> DC PCSB will determine a school to have substantially met its goals if it meets the PMF percentage average for its review cycle but missed no more than a quarter of its EC PMF floors in SY 2013-14. DC PCSB will determine a school to have partially met its goals if it meets the PMF percentage average for its review cycle but missed no more than half of its EC PMF floors in SY 2013-14.

<sup>5</sup> Academy of Hope PCS is in year five of operation in SY 2018-19.

<sup>6</sup> This is substantially the same standard for review used to evaluate Community College Preparatory Academy PCS in its fifth-year review, the school having adopted the PMF as its charter goals.

determine that a school has met its goals and student achievement expectations if the campus has demonstrated consistent improvement on overall PMF scores over the four-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

- An AE school that has previously adopted the PMF as Goals undergoing a ten-year charter review in SY 2021-22 or 2022-23<sup>7</sup>:
  - At its tenth-year charter review the campus will need to have earned:
    - At least 50% of the weighted score in three out of four categories (previously named indicators) on the AE PMF (Student Progress, Student Achievement, College and Career Readiness, and Leading Indicators) and at least 45% of the weighted score in the remaining category for each relevant school year: SY 2016-17 and 2017-18, or just SY 2017-18.
    - The school will need to have earned an average AE PMF score equal to or exceeding 45% for all SYs after and including 2018-19.
    - Improvement Provision: In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the campus has demonstrated consistent improvement on overall PMF scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.
- All AE schools that have previously adopted the PMF as Goals are captured above. There is no AE school that has previously adopted the PMF as Goals undergoing renewal or a subsequent review within the next five years.
- AE schools that did not adopt the PMF as Goals prior to SY 2018-19 that wish to adopt the PMF as Goals in the future will adopt the following language for a review cycle that includes any school year between 2014-15 and 2017-18, inclusive:
  - For each relevant school year 2014-15, 2015-16, 2016-17, and 2017-18, the school must meet the goals and student academic achievement expectations as agreed to in its Charter Agreement. For school years 2018-19 and beyond, the school must meet the standard consistent with that review period (i.e., 10-year review, renewal, or and subsequent reviews) as contained in this policy. The improvement provision will be included.

Board Approval Acknowledged by:

  
Rick Cruz  
DC PCSB Board Chair

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<sup>7</sup> LAYC Career Academy PCS may undergo a ten-year review in SY 2021-22 and Community College Preparatory Academy PCS may undergo a ten-year review in SY 2022-23.

**Disclaimer:** This publication is designed to provide information on the subject matter covered. It is distributed with the understanding that the publisher is not engaged in rendering legal, accounting or other professional services. Readers will be responsible for obtaining independent advice before acting on any information contained in or in connection with this policy.

# Appendix H

School code: 051074

31 May 2018

Simon Rodberg  
Principal  
Dean Harris  
Programme Coordinator  
DC International School  
1400 Main Drive NW  
Washington, DC 20012

Dear Simon Rodberg,

On behalf of the International Baccalaureate Organization (IB), it is my privilege to inform you that DC International School is now an authorized IB World School for the Diploma Programme. Congratulations to you and your colleagues on this considerable accomplishment.

Enclosed you will find your school's certificate of authorization for the Diploma Programme. The school will now be added as an authorized school for the Diploma Programme on the IB public website, including the name and contact information for the Diploma Programme Coordinator.

As an IB World School offering the Diploma Programme, you are part of a global community of schools committed to developing knowledgeable, caring young people who will be ready to negotiate their futures successfully and make contributions resulting in a more harmonious and peaceful world. We commend your school's educators, administrators, students and families for their active roles in choosing to offer the Diploma Programme. The positive results of this choice will become evident in your community as classes of Diploma Programme students graduate and undertake activities that enhance social, cultural and economic environments locally, nationally and, perhaps, internationally.

The IB is committed to the professional development of teachers and looks forward to welcoming your school's Diploma Programme faculty members into the IB community of educators, where they will find collaborators and a dynamic global network of professionals committed to best practices in teaching students and in sharing those practices with each other. We invite you and your faculty to make your own contributions as an active member of this community.

Within the next month a member of the IB World Schools team, who will serve as your school's ongoing relationship manager, will contact your programme coordinator to introduce him or herself.

Best wishes as you embark on your journey with the Diploma Programme. We look forward to working closely with you to realize our shared vision of a better and more peaceful world, achieved through intercultural understanding and respect.

Sincerely yours,



Siva Kumari  
Director General

# Appendix I

20 December 2018

Mr. Dean Harris  
Dean of Learning  
DC International School  
1400 Main Drive, NW  
Washington, DC 20012

Dear Mr. Harris,

Thank you for your inquiry into eAssessments offered by the International Baccalaureate (IB) Middle Years Programme (MYP).

At this time, the technology requirements to administer the MYP eAssessments have not changed. A PC or MAC must be available for all students to sit for the onscreen eAssessments in language and literature, science, mathematics, individuals and societies, and interdisciplinary studies assessments. The onscreen exams are not yet compatible with a Chromebook, but I have raised this issue with the development team on behalf of your school.

Since DC International is not able to meet the technology requirements at this time, the onscreen exams cannot be administered, and the students will not yet be eligible to earn the official IB MYP Certificate.

Finally, I have continued to seek reimbursement for the May 2018 MYP eAssessments that were not administered due to technology constraints. I do not have a firm answer for you yet, but I will be in touch as soon as I hear something.

Please contact me directly at [Laura.Lane@ibo.org](mailto:Laura.Lane@ibo.org) if you have any questions or concerns. I look forward to working closely with you to continue implementing the IB programmes at DC International School.

Sincerely,



Laura Lane  
IB World Schools Manager

# Appendix J



**ENCLOSURE 2**

**FEDERAL FISCAL YEAR (FFY) 2014 IDEA PART B LEA PERFORMANCE DETERMINATIONS**

<b>LEA:</b>	District of Columbia International School
<b>Final Percentage Rating:</b>	88%
<b>Determination Level:</b>	Meets Requirements

**SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED**

<b>Element</b>	<b>Element Description</b>	<b>Determination Criteria</b>	<b>Number of Points Achieved</b>	<b>Number of Points Possible</b>
<b>1</b>	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> <li>Indicator 4b – N/A</li> <li>Indicator 9 – N/A</li> <li>Indicator 10 – Compliant</li> <li>Indicator 11 – N/A</li> <li>Indicator 12 – N/A</li> <li>Indicator 13 – N/A</li> </ul>	1	1
<b>2</b>	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> <li>FFY 2014 child count data submitted timely</li> <li>FFY 2014 Phase I and Phase II applications not submitted timely</li> <li>FY 2015 IDEA Maintenance of Effort (MOE) submitted timely</li> </ul>	2	3
<b>3a</b>	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	<ul style="list-style-type: none"> <li>LEA did not receive a report in FFY 2014 as the result of an on-site monitoring visit</li> </ul>	N/A	N/A
<b>3b</b>	Dispute resolution findings	<ul style="list-style-type: none"> <li>No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance</li> </ul>	2	2

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> <li>• Timely submission of A-133 Report (if applicable) – 4</li> <li>• Type of Auditor’s A-133 Report Issued on Compliance (if applicable) – 4</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the A-133 Report (if applicable) – 4</li> <li>• Material weaknesses identified by the Auditor in the A-133 Report (if applicable) – 4</li> <li>• Auditor’s designation as low-risk sub-recipient in the A-133 Report (if applicable) – 0</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4</li> <li>• Material weaknesses identified by the Auditor in the annual independent audit – 4</li> <li>• Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4</li> </ul>	3.5	4
5	Other data available to OSSE regarding the LEA’s compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> <li>• Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2014 grants cycle</li> </ul>	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> <li>• LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement</li> </ul>	1	1
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	<ul style="list-style-type: none"> <li>• Reading assessments: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup</li> <li>• Math assessments: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup</li> </ul>	N/A	N/A

		<b>LEA performance results on Next Generation Assessments in reading and math (Partnership for Assessment of Readiness for College and Careers (PARCC) and the National Center and State Collaborative (NCSC) Alternative Assessment):</b>	<b>Math</b>	<b>Reading</b>
	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c <sup>1</sup>	Proficiency rates are calculated based on the following performance levels: <ul style="list-style-type: none"> <li>• PARCC Level 4: Percentage of students who met expectations</li> <li>• PARCC Level 5: Percentage of students who exceeded expectations</li> <li>• NCSC Level 3: Percentage of students who met expectations</li> <li>• NCSC Level 4: Percentage of students who exceeded expectations</li> <li>• N/A — LEA did not meet minimum “n” size for disability subgroup</li> </ul>	20%	12%
<b>8</b>	Evidence of correction of findings of noncompliance that were issued in FFY 2014 and due for correction in FFY 2015, including progress toward full compliance	<ul style="list-style-type: none"> <li>• The LEA did not receive any findings of noncompliance from FFY 2014 that were due for correction in FFY 2015.</li> </ul>	N/A	N/A
<b>Total Number of Points Achieved</b>				11.5
<b>Total Possible Points from Applicable Elements</b>				13
<b>Percentage of Points Achieved from Applicable Elements</b>				88%

<sup>1</sup> For FFY 2014 IDEA Part B Determinations, OSSE is reporting the performance of each LEA’s students with disabilities (SWD) subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2014 National Center and State Collaborative (NCSC) Alternative Assessment. This indicator will not be assigned a weight for this year. For FFY 2015 and beyond, OSSE will use each LEA’s SWD performance on the state-wide assessments in alignment with the new accountability system that will be developed pursuant to the Elementary and Secondary Education Act, amended by the Every Student Succeeds Act (ESSA). OSSE will provide LEAs information on how this indicator will be calculated in advance of next year’s determinations.



**ENCLOSURE 2**

**FEDERAL FISCAL YEAR (FFY) 2015 IDEA PART B LEA PERFORMANCE DETERMINATIONS**

<b>LEA:</b>	DC International (DCI) Public Charter School
<b>Final Percentage Rating:</b>	83%
<b>Determination Level:</b>	Meets Requirements

**SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED**

<b>Element</b>	<b>Element Description</b>	<b>Determination Criteria</b>	<b>Number of Points Achieved</b>	<b>Number of Points Possible</b>
<b>1</b>	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> <li>Indicator 4b – N/A</li> <li>Indicator 9 – N/A</li> <li>Indicator 10 – compliant</li> <li>Indicator 11 – N/A</li> <li>Indicator 12 – N/A</li> <li>Indicator 13 – N/A</li> </ul>	1	1
<b>2</b>	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> <li>FFY 2015 child count data not submitted timely</li> <li>FFY 2015 Phase I and Phase II applications not submitted timely</li> <li>FY 2016 IDEA Maintenance of Effort (MOE) submitted timely</li> </ul>	1	3
<b>3a</b>	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	<ul style="list-style-type: none"> <li>LEA did not receive a report in FFY 2015 as the result of an on-site monitoring visit</li> </ul>	N/A	N/A
<b>3b</b>	Dispute resolution findings	<ul style="list-style-type: none"> <li>No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance</li> </ul>	2	2

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> <li>• Timely submission of A-133 Report (if applicable) – 4</li> <li>• Type of Auditor’s A-133 Report Issued on Compliance (if applicable) – 4</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the A-133 Report (if applicable) – 4</li> <li>• Material weaknesses identified by the Auditor in the A-133 Report (if applicable) – 4</li> <li>• Auditor’s designation as low-risk sub-recipient in the A-133 Report (if applicable) – 0</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4</li> <li>• Material weaknesses identified by the Auditor in the annual independent audit – 4</li> <li>• Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4</li> </ul>	3.5	4
5	Other data available to OSSE regarding the LEA’s compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> <li>• Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2015 grants cycle</li> </ul>	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> <li>• LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement</li> </ul>	1	1
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	<ul style="list-style-type: none"> <li>• LEA met 95% participation target for disability subgroup on math assessment</li> <li>• LEA met 95% participation target for disability subgroup on reading assessment</li> </ul>	2	2

		<b>LEA performance results on the Partnership for Assessment of Readiness for College and Careers (PARCC) assessment and National Center and State Collaborative (NCSC) Alternative Assessment for the students with disabilities subgroup:</b>	<b>Math</b>	<b>Reading</b>
	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c <sup>1</sup>	Proficiency rates are calculated based on the following performance levels: <ul style="list-style-type: none"> <li>• PARCC Level 4: Percentage of students who met expectations</li> <li>• PARCC Level 5: Percentage of students who exceeded expectations</li> <li>• NCSC Level 3: Percentage of students who met expectations</li> <li>• NCSC Level 4: Percentage of students who exceeded expectations</li> <li>• N/A — LEA did not meet minimum “n” size for disability subgroup</li> </ul>	11%	11%
<b>8</b>	Evidence of correction of findings of noncompliance that were issued in FFY 2015 and due for correction in FFY 2016, including progress toward full compliance	<ul style="list-style-type: none"> <li>• The LEA was not issued any findings of noncompliance in FFY 2015 due for correction in FFY 2016.</li> </ul>	N/A	N/A
<b>Total Number of Points Achieved</b>				12.5
<b>Total Possible Points from Applicable Elements</b>				15
<b>Percentage of Points Achieved from Applicable Elements</b>				83%

<sup>1</sup> For FFY 2015 IDEA Part B Determinations, OSSE is reporting the performance of each LEA’s students with disabilities (SWD) subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2015 National Center and State Collaborative (NCSC) Alternative Assessment. This indicator will not be assigned a weight for this year.



**ENCLOSURE 2**

**FEDERAL FISCAL YEAR (FFY) 2016 IDEA PART B LEA PERFORMANCE DETERMINATIONS**

<b>LEA:</b>	DC International (DCI) Public Charter School
<b>Final Percentage Rating:</b>	87%
<b>Determination Level:</b>	Meets Requirements

**SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED**

Element	Element Description	Determination Criteria	Number of Points Achieved	Number of Points Possible
<b>1</b>	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	<ul style="list-style-type: none"> <li>Indicator 4b – N/A</li> <li>Indicator 9 – N/A</li> <li>Indicator 10 – 1</li> <li>Indicator 11 – N/A</li> <li>Indicator 12 – N/A</li> <li>Indicator 13 – 95% or above compliance rate</li> </ul>	3	3
<b>2</b>	Information regarding timely, valid and reliable data	<ul style="list-style-type: none"> <li>FFY 2016 child count data submitted timely</li> <li>FFY 2016 Phase I and Phase II applications submitted timely</li> <li>FY 2017 IDEA Maintenance of Effort (MOE) not submitted timely</li> </ul>	1	3
<b>3a</b>	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	<ul style="list-style-type: none"> <li>LEA did not receive a report in FFY 2016 as the result of an on-site monitoring visit</li> </ul>	N/A	N/A
<b>3b</b>	Dispute resolution findings	<ul style="list-style-type: none"> <li>No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance</li> </ul>	N/A	N/A

4	Outcomes of sub-recipient audit reports	<ul style="list-style-type: none"> <li>• Timely submission of Single Audit Report (if applicable) – 4</li> <li>• Type of Auditor’s Single Audit Report Issued on Compliance (if applicable) – 4</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the Single Audit Report (if applicable) –4</li> <li>• Material weaknesses identified by the Auditor in the Single Audit Report (if applicable) – 4</li> <li>• Auditor’s designation as low-risk sub-recipient in the Single Audit Report (if applicable) – 4</li> <li>• Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4</li> <li>• Material weaknesses identified by the Auditor in the annual independent audit – 4</li> <li>• Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4</li> </ul>	4	4
5	Other data available to OSSE regarding the LEA’s compliance with the IDEA, including, but not limited to, relevant financial data	<ul style="list-style-type: none"> <li>• Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2016 grants cycle</li> </ul>	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	<ul style="list-style-type: none"> <li>• LEA in compliance with the IDEA Maintenance of Effort (MOE) requirement</li> </ul>	1	1
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	<ul style="list-style-type: none"> <li>• LEA met 95% participation target for disability subgroup on reading assessment</li> <li>• LEA met 95% participation target for disability subgroup on math assessment</li> </ul>	2	2

		<b>LEA performance results on the Partnership for Assessment of Readiness for College and Careers (PARCC) assessment and Multi-State Alternate Assessment (MSAA) for the students with disabilities subgroup:</b>	<b>Reading</b>	<b>Math</b>
	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c <sup>1</sup>	Proficiency rates are calculated based on the following performance levels: <ul style="list-style-type: none"> <li>• PARCC Level 4: Percentage of students who met expectations</li> <li>• PARCC Level 5: Percentage of students who exceeded expectations</li> <li>• MSAA Level 3: Percentage of students who met expectations</li> <li>• MSAA Level 4: Percentage of students who exceeded expectations</li> <li>• N/A — LEA did not meet minimum “n” size for disability subgroup</li> </ul>	19.7%	14.1%
<b>8</b>	Evidence of correction of findings of noncompliance that were issued in FFY 2016 and due for correction in FFY 2017, including progress toward full compliance	<ul style="list-style-type: none"> <li>• The LEA was not issued any findings of noncompliance in FFY 2016 due for correction in FFY 2017.</li> </ul>	N/A	N/A
<b>Total Number of Points Achieved</b>				13
<b>Total Possible Points from Applicable Elements</b>				15
<b>Percentage of Points Achieved from Applicable Elements</b>				87%

<sup>1</sup> For FFY 2016 IDEA Part B Determinations, OSSE is reporting the performance of each LEA’s students with disabilities subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2016 Multi-State Alternate Assessment (MSAA). This indicator will not be assigned a weight for this year.

# Appendix K



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

**EDUCATION**

May 31, 2018

Mary Shaffner  
Head of School  
District of Columbia International School  
3220 16th St. NW  
Washington, DC 20010

Re: Results of 2017-18 School Year Child Find Policy Review

Dear Ms. Shaffner:

As the state education agency (SEA) for the District of Columbia, the Office of the State Superintendent of Education (OSSE) is responsible for monitoring and enforcing the implementation of the Individuals with Disabilities Education Act (IDEA) in all local education agencies (LEAs) and public agencies in the District of Columbia (34 CFR §300.600). IDEA regulations require OSSE to ensure that all children with disabilities residing in the District of Columbia who are in need of special education and related services are identified, located, and evaluated (34 CFR §300.111). This is known as the “Child Find” requirement under IDEA.

On March 15, 2018, District of Columbia International School was notified about the results of OSSE’s Child Find data review, which found that District of Columbia International School has identified 13.99 percent of its students as receiving services under IDEA in 2017-18 school year. In addition to the Child Find data review, OSSE also requested District of Columbia International School to submit its Child Find policies, practices, and procedures to ensure that identification rates are not the results of inappropriate policies and procedures.

Although your LEA’s identification rate is above 8.5 percent, after careful review, OSSE has determined that the Child Find policies, practices, and/or procedures submitted by District of Columbia International School are not compliant with IDEA and/or local law, specifically with regards to the following areas of noncompliance:

1. Information describing the target population;
2. Information about coordination with non-educational District of Columbia Public Agencies;
3. Plans for parent engagement and other community outreach;
4. Procedures for submitting a referral; and
5. Information about parent procedural safeguard rights.

As a result, OSSE is requiring District of Columbia International School to revise its policies to address the above identified areas of noncompliance. The LEA is also required to conduct training for all instructional staff, support staff, principals and other school administrators regarding Child Find processes and procedures prior to the beginning of the 2018-19 school year. I encourage you to use the resources and tools available on OSSE’s website for more information on appropriate Child Find policies and practices.

These resources and tools include OSSE's recent Child Find professional development materials, including Child Find policy guidance, a model Child Find policy template that can be customized to meet the needs of your school, and a turnkey Child Find training you may use to complete the required training activity. The resources are available here: <https://osse.dc.gov/page/child-find-and-initial-evaluation-resources>.

Upon completion of the training, District of Columbia International School must submit the following pieces of documentation to its LEA monitor by Oct. 15, 2018:

- Training agenda(s)
- Sign-in sheet(s) from training(s)
- Training materials used, including a copy of the training presentation, handouts, etc.
- Revised Child Find policies

Based on these materials, OSSE will determine whether the LEA has demonstrated compliance in this area, or if technical assistance is needed.

If you have any questions, please contact Aaron Brosnan at (202) 741-7634 or [Aaron.Brosnan@dc.gov](mailto:Aaron.Brosnan@dc.gov). Thank you for your continued work to improve results for children with disabilities.

Sincerely,



Sharon Gaskins  
Deputy Assistant Superintendent of Accountability, Performance and Support  
Division of Systems and Supports, K-12

cc: Elisabeth Morse, Interim Assistant Superintendent, Division of Systems and Supports, K-12  
Melody Maitland, LEA Special Education Contact  
Avni Murray, Manager, Equity & Fidelity, DC Public Charter School Board

# Appendix L



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

**EDUCATION**

May 8, 2018

Mary Shaffner  
Head of School  
District of Columbia International School  
3220 16th St. NW  
Washington, DC 20010

Re: Federal Fiscal Year (FFY) 2017 Notification of Disproportionate Representation of Racial and Ethnic Groups in Special Education (Indicators 9 and 10)

Dear Ms. Shaffner:

The Individuals with Disabilities Education Act IDEA requires state education agencies (SEAs) to measure the performance of local educational agencies (LEAs) using quantifiable indicators in priority monitoring areas. (34 CFR § 300.600) SEAs must use the targets established in the state's performance plan and specific priority areas established in IDEA to analyze the performance of each LEA. (34 CFR §300.602(a)). These findings must be reported annually to the Office of Special Education Programs (OSEP), the office with the U.S. Department of Education responsible for ensuring the protection of the educational rights of infants, toddlers, children and youth with disabilities.

There are currently 17 indicators, two of which relate to the priority area of disproportionate representation of racial and ethnic groups in special education and related services (34 CFR §300.603(d)(3):

- **Indicator 9** – Percent of districts with disproportionate representation of racial and ethnic groups in special education and related services that is the result of inappropriate identification. (20 U.S.C. 1416(a)(3)(C))
- **Indicator 10** – Percent of districts with disproportionate representation of racial and ethnic groups in specific disability categories that is the result of inappropriate identification. (20 U.S.C. 1416(a)(3)(C))

OSSE uses available data and a review of LEA policies, practices, and procedures to make its annual determination as to whether the disproportionate representation of racial and ethnic groups in special education and related services was, or was not, the result of inappropriate identification. In addition, the State must determine whether districts with disproportionate representation of racial and ethnic groups in specific disability categories are in compliance

with the child find, evaluation, and eligibility requirements in 34 CFR §§300.111, 300.201 and 300.301 through 300.311.

As a result of its review of FFY 2017 Child Count and Enrollment Audit data, OSSE found District of Columbia International School to have disproportionate representation in the areas of:

- overidentification in the Autism category for White students

To review the information on the calculation method, please see the attached guide.

While OSSE's monitoring activities are designed to assist LEAs in identifying areas to improve educational results for children with disabilities, OSSE will issue findings of noncompliance to the LEA for noncompliance revealed in the disproportionate representation review of policies and procedures and the LEAs student file review.

**LEAs must correct all identified noncompliance as soon as possible but in no case later than one year after the identification of the noncompliance.**

The Disproportionate Representation Self-Study, including all pages and supporting documentation, must be submitted to your LEA Monitor no later than **June 7, 2018**. If your LEA has already submitted all or part of the supporting documentation relevant to the self-study as part of OSSE's Child Find monitoring, please notify your LEA Monitor.

Attached please find the FFY 2017 Disproportionate Representation Review Guide. If you have any questions, please contact Aaron Brosnan at [Aaron.Brosnan@dc.gov](mailto:Aaron.Brosnan@dc.gov) or (202) 741-7634.

Thank you for your cooperation and continued work to improve results for children with disabilities.

Sincerely,

\_\_\_\_\_

Sharon Gaskins  
Deputy Assistant Superintendent of Accountability, Performance and Support  
Division of K-12 Systems and Supports

cc: Elisabeth Morse, Interim Assistant Superintendent of the Division of K-12 Systems and Supports

Melody Maitland, LEA Special Education Contact  
Avni Murray, Manager, Public Charter School Board



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

**EDUCATION**

June 28, 2018

Mary Shaffner  
Head of School  
District of Columbia International School  
3220 16th St. NW  
Washington, DC 20010

Re: Federal Fiscal Year (FFY) 2017 Results of Disproportionate Representation of Racial and Ethnic Groups in Special Education (Indicator 9 and 10)

Dear Ms. Shaffner:

The Individuals with Disabilities Education Act (IDEA) requires state education agencies (SEAs) to measure the performance of local education agencies (LEAs) using quantifiable indicators in priority monitoring areas. (34 CFR §300.600) SEAs must use the targets established in the state's performance plan and specific priority areas established in IDEA to analyze the performance of each LEA. (34 CFR §660.602(a)). These findings must be reported annually to the Office of Special Education Programs (OSEP), the office within the U.S. Department of Education responsible for ensuring protection of the educational rights of infants, toddlers, children and youth with disabilities.

On May 8, 2018, District of Columbia International School was notified that it was found to have disproportionate representation of racial and ethnic groups in special education.

OSSE requested District of Columbia International School to complete the Disproportionate Representation Self-Study, including all pages and supporting documentation, in order for OSSE to determine whether the disproportionate representation was, or was not, the result of inappropriate identification.

**After careful review, OSSE has determined that District of Columbia International School does not have disproportionate representation based on inappropriate identification.** OSSE appreciates the LEA's effort in completing the self-assessment.

If you have any questions, please contact Aaron Brosnan, at (202) 741-7634 or Aaron.Brosnan@dc.gov. Thank you for your continued work to improve results for children with disabilities.

Sincerely,

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Sharon Gaskins  
Deputy Assistant Superintendent of Accountability, Performance and Support  
Division of Systems and Supports, K-12

cc: Elisabeth Morse, Interim Assistant Superintendent of the Division of Systems and Supports, K-12  
Melody Maitland, LEA Special Education Contact  
Avni Murray, Manager, Equity & Fidelity, DC Public Charter School Board