



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: Yalcin Akyildiz, Harmony DC Public Charter School

SUBJECT: **Charter Amendment Request for:** (Mark all that apply)

- Enrollment Ceiling Increase
- Program Replication of Grades Served
- Grade Level Expansion (Single Grade)
- Grade Level Expansion (Grade Band)
- Additional Facility or New Location
- Goals and Achievement Expectations
- Mission or Education Philosophy
- Curriculum, Standards or Assessments
- Name Change – Campus or Facility
- Campus Reconfiguration
- LEA Status for Special Education
- Special Education Enrollment Preference
- Governance Structure
(Bylaws, Articles of Incorporation or Management)
- Graduation Requirements
- Competency-Based Learning Application

SUBMISSION DATE: **7/31/2020**

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): Harmony DC PCS – School of Excellence – 62 T St NE
 - b) Year opened: 2014
 - c) Grade levels served (Currently and at maturation of charter agreement, if applicable): K-5
 - 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 PK-only PMF or Alternative Accountability Framework.
 - School is not currently under corrective action.
 - Has historically met enrollment projections w/in 80% of target.
 - School has been in operation for 3+ years.
 - School is currently accredited. **Enter expiration date.**

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

Disclaimer: While processing this application, DC PCSB staff may contact you later to request additional information for the Board’s consideration. By submitting this application, you agree to cooperate with DC PCSB staff to ensure your application is processed in a timely manner. For questions, please contact DC PCSB staff person Laterica (Teri) Quinn at (202) 328-2660.

PROPOSAL

Harmony DC Public Charter 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 August 1, 2021 (*leave blank if this has not been determined*).

1. Please provide details on the selected amendment(s) above and describe the requested change(s), including the school's rationale for the proposed changes. Describe any planning that is already underway to prepare for the proposed amendment.

Harmony DC PCS's Board of Directors and school leadership would like to engage with the DC PCSB regarding adding Pre-K3 and Pre-K4 to the school charter contract. Since our initial conversations about this last year we have been working with AppleTree with plans underway to open an AppleTree@HarmonyDC Pre-K3 and Pre-K4 program beginning in SY21-22, and both parties have signed an MOU to move forward with this work pending our charter amendment being approved.

When the team from Harmony TX created the original school charter they did not include Pre-K programming in the school design given universal Pre-K is not part of the TX environment. Since opening in 2014, we have found the lack of any Pre-K program has made it challenging to build an early pipeline of students into the elementary school, which has in turn made hitting our overall enrollment and financial targets challenging. Given this situation we are looking to add Pre-K3 and Pre-K4, which was part of the conversations with the DC PCSB during our recent five-year renewal.

In order to prepare for the addition of Pre-K3 and Pre-K4, Harmony has begun work with Apple Tree Institute for the 2020-2021 school year as well. The work during this first year of partnership will focus on ensuring that optimal conditions are in place for implementation the following year. The Apple Tree team will conduct their Priority Planning Process to better understand Harmony's systems and structures in Kindergarten and to create a plan of partnership for supporting the addition of Pre-K students. Additionally, Apple Tree will draft all job descriptions and participate in hiring processes, and advise on operational considerations such as classroom furniture, playground use, etc for the Pre-K classrooms.

2. How will the proposed amendment(s) support or enhance the school's mission?

Harmony DC's mission is to prepare students for higher learning with a strong emphasis on the STEM fields. We believe the addition of Pre-K programming will help us gain the enrollment stability that is needed to ensure our long-term financial sustainability which will allow us to provide a more robust STEM curriculum to all of our students. In addition, we are particularly excited to partner with Apple Tree in this expansion given their strong track record of success and recent addition of STEM programming to their *Every Child Ready* curriculum. STEM thinking is at the heart of *Every Child Ready's* Learning Lab component. A daily, hands-on STEM component, Learning Lab provides a variety of opportunities for children to practice thinking like and *being* scientists and engineers. The *Every Child Ready* Learning Lab curriculum includes four types of experiences for children facilitated by classroom teachers: observe, explore, construct, experiment.



3. While considering this amendment request, DC PCSB staff may review the school's history of board actions, DC PCSB audits, community complaints, enrollment trends, and any relevant data used by DC PCSB to monitor equity in schools. Please describe any DC PCSB audits, notices of concern or other board actions issued against your school in the past 3 years. What was the outcome? Please explain what steps, if any, you've taken to address the concerns that prompted a DC PCSB audit, board action, or community complaint.

Over the past two years, Harmony DC PCS has been undergoing a school turn around with the support of a 4-year \$2M grant from Harmony Education Foundation. This grant has allowed us to invest in a number of additional supports for the school (e.g. partnership with ANET, math and reading interventionists, dedicated classroom aides, a school counselor, supports and rewards for teachers, busing for students coming from SE) that were not possible with the enrollment (and therefore financial) challenges the school had experienced in its first 3 years of operation. At this point we remain cautiously optimistic about the future of the school but also know there is still much work to be done.

In November 2018, Harmony PCS went through its 5-year review and was approved to continue operating with some conditions in place—namely that we maintain a minimum PMF score of 45 for the following three years and that we work with the DC PCSB to put into place and follow a Financial Corrective Action Plan (FCAP). Harmony DC scored 45.4 PMF points for School Year 2017-2018 and 53.5 PMF points for School Year 2018-2019.

Academic Performance

With the addition of dedicated Math and Reading Interventionists and more timely PARCC-aligned data through ANET, the school is making strides forward academically. During SY17-18, we saw double-digit growth in Math and ELA proficiency. Also, school's PMF points increased from 30.8 to 45.4. School achieved high academic improvements both on ELA and Math in SY17-18 and SY18-19 (around 60%). School has implemented a robust instruction, assessment, and intervention program that features 100% aligned and rich curriculum, ongoing progress monitoring, and utilization of intervention strategies. School also provides STEM and Engineering education through Project Based Learning (PBL) in alignment with its mission.

Enrollment & Re-Enrollment

Enrollment at Harmony DC PCS is continuing to increase. We currently have 118 students enrolled which is 25 more students than what we had enrolled at the same time two years ago and 32 more than the same time three years ago. In addition, re-enrollment is currently projected to land around 79%, which would be slightly higher than last year (75%) and significantly higher than the year prior (51.3%). We reenrolled 90% of our students for SY20-21. We hope to keep our re-enrollment high but also realize the limitations of this given our small student population.

Financial Sustainability

The team at Harmony DC has worked very hard to put into place a strong 5-year budget as part of its Financial Corrective Action Plan with the DC PCSB. We are currently on track to exceed all agreed upon targets with the DC PCSB and plan to be financially sustainable and independent by SY21-22.

Parent Complaints

Over the last 2 years the school has made progress regarding parent engagement and the number of complaints filed with the DC PCSB. This number has decreased to 2

complaints in SY 2019-2020. School created a stronger internal Complaints Resolution Process available to parents if issue escalation is needed. One of our board members has been assigned as Complaints Officer. Complaints Officer addresses complaints that are not successfully resolved by school administration.

4. DC PCSB will review the school's Financial Audit Reviews (FAR) and current financials to determine the fiscal health of the organization. If applicable, describe how the proposed amendment will impact the school's finances. Explain any anticipated expenses for the proposed changes and how the school will finance them. *[EXCLUDES the following amendments: Governance, Goals, Mission, Curriculum, Name Changes and Graduation Requirements. If not applicable, write N/A.]*

Note: *If applicable, in addition to your narrative please attach a proposed [5-year Operating Budget](#).*

The additional of an AppleTree@Harmony program for Pre-K will be financially helpful for Harmony DC PCS as it will increase facilities funding for its currently under-utilized building but more importantly create a robust pipeline for Harmony's Kindergarten class enrollment, which is currently the most challenging grade level to fill without Pre-K. Current facility of Harmony DC PCS will be sufficient for its elementary school operation. This will help Harmony DC to keep its current affordable lease while enrolling students to its capacity with the help of Pre-K pipeline. Please see our 5-year operating budget attached to this application.

5. 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). Describe any notable support for or opposition to the proposed amendment(s). If concerns have been brought to your attention, how do you plan to address them? *[EXCLUDES the following amendments: Governance, Goals, Mission, Curriculum, Graduation Requirements and Competency-Based Learning Credits. If not applicable, write N/A.]*

We have informed our local ANC commissioner and are scheduled to appear during the September 2020 ANC meeting and present our plan to add a Pre-K program for the 2021-2022 school year. In addition, we have also reached out to our teachers and parents to solicit feedback. Overall, feedback has been overwhelmingly positive. Relevant stakeholder feedback is enclosed with this application.

6. When did your school's board approve the proposed amendment(s)? Please attach minutes from the meeting and vote results.

Harmony DC Board of Trustees approved the proposed amendment during its July 25, 2019 meeting. Meeting minutes and vote results are attached.

Section A3. Grade Levels Expansion – Add a Single New Grade

***ONLY complete this section if applying to revise Grade Levels Served (Add a single new grade).**

Please review the criteria below and set up a meeting with DC PCSB leadership prior to applying to ensure this is the appropriate type of amendment to best suit the school's needs.

Add a Single New Grade: *Schools seeking to add a single grade-level, such as prekindergarten-3 (PK3) to a school that already serves PK4 or a school adding 6th grade to a 7-12th grade school may use this template to apply for the expansion.*

Directions: To apply for a *Grade Levels Expansion – Add a Single New Grade* amendment, please respond to the questions below.

1. What grades does the school currently serve and what grade will the school expand to serve? How will the addition of this grade level improve the school's existing program?

Harmony DC has been serving students from Kindergarten through 5th Grade since its opening in 2014. School will expand to serve students from Pre-K3 through 5th Grade.

Harmony DC is the only elementary school (public or public charter) that does not have a Pre-K program. It affects school's enrollment since school does not offer highly sought Pre-K spots. School has been trying to enroll 24 students for its Kindergarten class, however, it has not achieved this goal so far. Not having a full Kindergarten class leads an inconsistent enrollment across grade levels. In order to have a consistent enrollment, school needs to accept students in Pre-K3 and Pre-K4 Grades.

Also, inconsistency in enrollment negatively impacts implementation of a successful academic program. School enrolls new students to fill at least half of each classroom every year. This creates a huge challenge as half of the students are used to school's curriculum, resources, academic program, intervention systems, and etc. while other half needs to spend some time to get familiar with all new systems in their new school.

2. Please include a completed enrollment matrix* with your charter amendment application. Click [here](#) for enrollment matrix template.

**If requesting an amendment for more than one campus, please complete a separate enrollment matrix for each campus.*

***If school is not currently at Maximum Enrollment, please add columns to include all projected school years until maximum enrollment is expected to be reached.*

Enrollment Matrix – K-12 Charter Schools

	Academic Year 2019-20	Academic Year 2020-21	Academic Year 2021-22	Academic Year 2022-23	Academic Year 2023-24	Academic Year 2024-25	Continue adding columns until SY of max enrollment
Grade Levels	Projected						
PK-3			21	21	21	21	
PK-4			21	21	21	21	
Kindergarten			20	24	24	24	
Grade 1			20	20	24	24	
Grade 2			20	20	20	24	
Grade 3			24	24	24	24	
Grade 4			24	24	24	24	
Grade 5			24	24	24	24	
Total			174	178	180	184	
Grade 6							
Grade 7							
Grade 8							
Total							
Grade 9							
Grade 10							
Grade 11							
Grade 12							
Total							
LEA Total			174	178	182	186	
# Campuses*			1	1	1	1	

**If requesting an amendment for more than one campus, please complete a separate enrollment matrix for each campus.*

***If school is not currently at Maximum Enrollment, please add columns to include all projected school years until maximum enrollment is expected to be reached.*

[Click here for downloadable Word version.](#)



**MEMORANDUM OF UNDERSTANDING
APPLETREE@ PARTNERSHIP**

This AGREEMENT is made this date of June 5, 2020, between AppleTree Institute for Education Innovation, 1801 Mississippi Ave., SE, Washington, DC 20020 (“AppleTree”) and Harmony Public Charter School, 62 T St., NE, Washington, DC 20002 (“School”).

WHEREAS, School is a Washington, DC, public charter school serving grades K-5 that is seeking approvals to also offer grades Pre-School and Pre-Kindergarten (“Pre-K3” and “Pre-K4”), and

WHEREAS, AppleTree manages and operates early-education schools utilizing its *Every Child Ready* instructional model; and

WHEREAS, School desires that AppleTree assist in developing early education classroom and then, upon opening, fully manage its educational program for Pre-K3 and Pre-K4, and

WHEREAS, the Parties understand that this Memorandum of Understanding is a non-binding agreement that sets forth general principles that will be more fully realized with the memorialization and execution of other agreements, including a binding Management Agreement,

NOW THEREFORE, the parties agree as follows:

1. **Pre-Opening.** AppleTree would assist School in certain Pre-Opening Activities, from July 1, 2020 through June 30, 2021, as further described in Attachment A to this MOU.
2. **School Management.** AppleTree would manage the School’s Pre-K3 and Pre-K4 educational program (to be called “AppleTree@Harmony” or the “AppleTree Program”) which is expected to commence August 1, 2021.
 - a. AppleTree@Harmony would operate under School’s charter and AppleTree’s relationship with School would be as a charter management organization with respect to the AppleTree Program. This relationship will be further defined by a Management Agreement to be mutually agreed upon by the parties.
 - b. School would be solely responsible for all on-site costs associated with operating the AppleTree Program, including, but not limited to, compensation for teachers and administrators, curriculum-related expenses (including the then-market price for the *Every Child Ready* instructional model), student meals and snacks, any and



all expenses associated with special education, and other costs of the AppleTree Program.

- c. As a contractual partner, AppleTree, as requested, would attend regular School board meetings and would provide regular reporting to the board on educational, operational and financial matters.
- d. The terms embodied in this Memorandum of Understanding and any resultant agreements would be subject to any required governmental or regulatory approvals.

3. Term and termination.

- a. The Pre-Opening Activities would run from July 1, 2020 through June 30, 2021.
- b. The initial term of the Management Agreement would begin July 1, 2021 and would be co-terminus with the length of School's charter.
- c. Subsequent renewals of the Management Agreement (for a term equal to any renewal of School's charter) would be automatic unless either party gave 120-day notice to the other.
- d. Either party could terminate the Management Agreement for cause, including unrectified violation of the Management Agreement, failure to comply with the requirements of applicable laws, regulations and requirements (including those imposed on the School by its Charter), or failure to reach certain predefined metrics (e.g., enrollment, PMF and achievement levels).
- e. In the event of termination for any reason:
 - i. School would discontinue use of the AppleTree brand, would return to AppleTree all of its tangible and intangible properties, including all of its intellectual properties such as curricular materials, and would desist from using AppleTree methodologies and other intellectual properties and
 - ii. AppleTree would discontinue use of the AppleTree@Harmony brand and would return to School all of its tangible and intangible properties, including all of its intellectual properties.

4. Real estate/property management. Upon commencement of the Management Agreement:

- a. School (in consultation with AppleTree) would make available to AppleTree a mutually agreed upon number of classrooms to be used by AppleTree for the



AppleTree Program as well as other administrative space as the parties mutually agree upon (the “Space”).

- b. School (in consultation with AppleTree) would bear administrative and financial responsibility for ensuring that the Space is outfitted with furniture, classroom supplies, equipment. Student snacks, and the like.
- c. School (in consultation with AppleTree) would be responsible for all routine property maintenance (e.g., cleaning, supplies, and related) of the Space as well as payment of heating, cooling, electric, internet, security, and other utilities.

5. Marketing.

- a. School would bear primary responsibility for student recruitment at the Pre-K3 and Pre-K4 grade levels and for marketing the AppleTree Program to three- and four-year olds.
- b. AppleTree and School would coordinate those marketing efforts to ensure that they deliver a consistent message and mutually enhance each other’s operations.
- c. The AppleTree Program would be branded as “AppleTree@Harmony”.

6. Operations:

- a. AppleTree would have full control over the AppleTree Program, including selection (hiring, discipline, and termination) of teachers and other staff as well as curriculum.
- b. School, with AppleTree’s advice and direction, would be responsible for ensuring that all aspects of the AppleTree@Harmony Program are in place, including, but not limited to, staffing, equipment, furniture, and curriculum.
- c. School would be responsible for all liabilities associated with operating AppleTree@Harmony and would secure and maintain appropriate insurance, in the minimum amounts required by the Public Charter School Board (“PCSB) or such higher amounts as may be commercially reasonable, to limit such liability. Such insurance would name School as an additional insured.
- d. AppleTree and School would work together to ensure that operational matters are routinely and in good faith addressed, including matters such as calendars, daily schedules and sharing of space, as further described in Attachment A to this MOU.



- e. Each party would provide the other with appropriate assurances relating to confidentiality and poaching of each other's staff.

7. Fees.

- a. Pre-Opening Activities. School would pay to AppleTree \$7,500/month for the Pre-Opening Activities described in Attachment A.
- b. School Management: In consideration for services rendered pursuant to the Management Agreement, AppleTree would receive a Management Fee in an amount to be agreed upon.

The Parties understand that this Agreement is subject to the execution of a binding Management Agreement between the two. In witness thereto, they have affixed their hands below.

AppleTree Institute
for Education Innovation

Harmony Public Charter School

By: **Thomas M Keane Jr**
Its: **General Counsel**
Date: **June 5, 2020**

By: **Evren Culha**
Its: **Principal**
Date: **June 8, 2020**



**ATTACHMENT A
PRE-OPENING ACTIVITIES**

Task:	Action Items	Milestones:	Timeline:
Obtain regulatory approvals	Support School in drafting submitting charter amendments.	<ul style="list-style-type: none"> • Submission of amendment • Approval of amendment by PCSB 	June 2020 - October 2020
Develop internal capacity for an early-education program	<ul style="list-style-type: none"> • Conduct Priority Planning Process to assess needs and current programming in K. • Coordinate with other consultant to conduct market study to understand enrollment patterns and local needs. • Provide guidance to school leaders re: necessary space for classroom and storage 	<ul style="list-style-type: none"> • PPP report • Market study of enrollment • Guidance for space planning and subsequent costs (location of classrooms, furniture, storage, restrooms, sinks, playground equipment, technology, etc.) 	October 2020 - January 2021
Plan for implementation	<ul style="list-style-type: none"> ○ Facilitate planning with School staff on key implementation items, including enrollment, talent, and operations • Lead all early-ed hiring activities • Collaborate with lower school academic leader, special education leader, ELL manager, etc. 	Playbook for operations in DC, including: <ul style="list-style-type: none"> • Lottery and recruitment considerations • Talent systems - interview processes, rubrics, job descriptions, onboarding, etc. • Childcare licensing (for after school) 	January 2021- July 2021
Provide effective training	Design customized scope and sequence of coaching and professional learning for the school year, including but not limited to: <ul style="list-style-type: none"> • Summer Institute • Weekly coaching/observation cycles and feedback meetings • Modeling of best practices • Vertical alignment with Kindergarten teachers 	Scope and sequence for coaching and professional learning	June 2021-July 2021



ATTACHMENT B

KEY ELEMENTS OF RELATIONSHIP BETWEEN APPLETREE AND SCHOOL

Facility

- Define the total number of students, classrooms, and location for the AppleTree program.
- Identify other key facility spaces, including:
 - A Student Support Services room for serving students in a private setting,
 - A private office for AppleTree staff,
 - Storage space for the AppleTree Program (secured, minimum of 200 sq. ft.),
- Agree on appropriate access to facility common spaces (cafeteria, multipurpose room, parking lot, etc.) for students enrolled in the AppleTree Program.

Janitorial. School is responsible for janitorial services. Key elements include:

- Agree upon janitorial services scope, standard, and response time (include detailed schedule).
- Agree upon a maximum maintenance and repair response time.
- Identify replenishment standards for toiletries.

Collaboration. A key to a successful @ relationship is close collaboration and cooperation between AppleTree and School. This should include:

- Semi-annual meetings to create schedule of collaborative events, align calendars (July and January).
- Quarterly executive collaboration meetings to discuss challenges, alignment, opportunities, and progress.
- Quarterly teachers/staff collaboration events/meetings/professional development.
- Semiannual data sharing and review executive collaboration meeting.
- Semiannual data sharing meeting between early education teachers and Kindergarten teachers.
- All parent communications – whether by AppleTree or School – should be shared with the other party at least 4 hours in advance (excluding emergencies).
- School manages the enrollment process for Pre-K3 and Pre-K4, with support from AppleTree.