

## CHARTER AGREEMENT AMENDMENT APPLICATION

### Submitter:

**Rebecca Doherty, Board Chair – Hope Community Public Charter School  
On behalf of the Board of Trustees , Hope Community Public Charter  
School (a/k/a/ Imagine Hope Public Charter School)**

**Amendment Request:** Campus Relinquishment, Governance Structure,  
Enrollment Ceiling Decrease

\*Please note: The Board of Trustees will be amending the Corporate Documents following approval of this application by the DCPCSB to remove the reference to “Imagine” from the Board name and Corporate Documents. We will also modify, as needed, any clean-up items related to this application/approval from the DCPCSB. Any such revisions will be submitted to the DCPCSB for approval at a later date.

**Submission Date: 4/1/2021**

### SCHOOL BACKGROUND

---

- Campus name(s) and location(s):
  - **Hope Community Public Charter School – Lamond Campus  
6200 Kansas Avenue NE  
Washington DC, 20011**
  - **Hope Community Public Charter School - Tolson Campus  
2917 8th St. NE  
Washington, DC 20017**
- Year(s) opened: **2006 (Tolson), 2007 (Lamond)**
- Grade levels served:
  - **Pre-K through 8<sup>th</sup> Grade (Tolson)**
  - **Pre-K through 5<sup>th</sup> Grade (Lamond)**
- Date the charter will be eligible for renewal: **2035. In 2020, the DC Public Charter School Board renewed the charter for another 15-year term.**

### GENERAL INFORMATION

---

- 1. Summarize the school’s proposed changes. (Provide details in the following subsections.)**

In accordance with the terms and timeline of the education management operating agreement that Hope Community PCS ("Hope") currently has with Imagine Schools, Hope provided legal notice to Imagine Schools that the Board will not renew its Operating Agreement set to expire on June 30th, 2021. Consequently, the Board of Trustees of Hope ("Board") respectfully submit this application to amend its charter and request the approval of the DCPCSB to amend its governance structure as follows:

1. Permit Hope to enter into a turnaround operating agreement with Phalen Leadership Academies (PLA) for the Hope Community PCS - Tolson campus; and
2. Permit Hope to relinquish its right to operate Hope Community PCS - Lamond campus as it pursues an asset acquisition with Friendship PCS ("Friendship") to absorb the Lamond students and facility with the purpose of ensuring a stable environment, high-quality educational opportunity and a seamless transition for students and families currently attending Lamond.

In late 2020, Board leadership and legislative counsel met with DCPCSB leadership to discuss the Board's interest in potential termination of the School's Operating Agreement with Imagine Schools and potential next steps for the School. Upon review of the school's performance and with further due diligence by the Board, the Board met on January 28, 2021 and unanimously approved the non-renewal of their operating agreement with Imagine Schools. Prior to, and after this vote, Board leadership and members had extensive consultations with the school communities on the future of the school. Several public engagement opportunities were held during the month of February 2021. Simultaneously, the Board issued an RFP and solicited several high-quality educational partners to respond. The Board then identified two such partners - Friendship and PLA and began extensive due diligence on these partners and evaluated the various opportunities to engage them on the proposed transition. The Board also hosted multiple public engagement opportunities for the school communities with Friendship and PLA in response to their expressions of interest to work with Hope Community PCS in furthering its mission to provide a high-quality educational opportunity for students and families.

On February 25, 2021, the Board voted unanimously to vest the Board Chair with the authority to negotiate with PLA and Friendship Schools, with the assistance of legal counsel, to further the Board's mission "to provide a world-class education (that is comparable to any top-notch or elite institution in the nation) for Black, Brown, and all children in a public school setting in Washington, DC)." The Board is aware of the inequities in educational opportunities across the District and beyond, and strongly believes the best use of taxpayer Dollars should be invested in taking affirmative steps to provide such high-quality educational opportunities for

marginalized populations. The Board also vested the Chair with the authority to seek the DCPCSB's approval of the aforementioned requests.

## **2. How will the proposed changes support the school's mission?**

The proposed changes will support the school's mission by bringing all community members together to have a shared purpose. Upon the Board's consultations with community members, the vision to provide a world-class education in a public school setting emerged. After sharing this vision with students, staff and families at Hope Community, the theme "New Hope, New School" also emerged.

The Board's vision and its community's theme are in alignment with PLA's mission. PLA is dedicated to improving the lives of its scholars by providing authentic learning experiences in a collaborative, nurturing environment that will build a foundation for scholars' success in school, at future work and in life. To achieve the mission, the School will integrate current learning technologies into each classroom. The School will offer authentic learning experiences that are representative of how children learn best, as well as offer a schedule and support activities that enable each scholar to reach his, her, or their potential. We want our scholars to leave with the skills and abilities necessary to achieve academic excellence, personal growth and success as lifelong learners. This mission requires the support of the faculty, staff, families and community in order to encourage and empower students to be responsible and valued citizens. This mission is also centered around social justice and building leaders who will become social change agents in our community.

The proposed change will also allow the Tolson campus to further this mission by allowing the Board to maximize the use of school funding in the classroom where the students can be supported with high-quality teaching and educational services – in lieu of allocating funds to pay for the costly building space at the Lamond campus. This consolidation will also allow the Board to move technology, furniture and related fixtures to Tolson and make physical improvements to the Tolson campus.

Additionally, it is worth noting that PLA is a turnaround operator with a history of success and experience that align with Hope's values and mission to provide high-quality education opportunities to students. At PLA, School Turnaround is a comprehensive intervention designed to support and help improve schools that may be under-performing set standards. Phalen Leadership Academies has a reputation for transforming F-rated schools into A-rated schools. PLA works to achieve these results within 3 years of assuming management by supporting educators, districts, and states in improving academic offerings for students, revamping curriculum, encouraging students and improving overall school culture. Additional details on PLA's approach is provided below.

### 3. Describe any DC PCSB audits, notices of concern, or other board actions issued against your school in the past three years. What was the outcome?

The information below was retrieved from the 2019-20 Fifteen-Year Charter Renewal Report by the DC Public Charter School Board dated January 27, 2020.

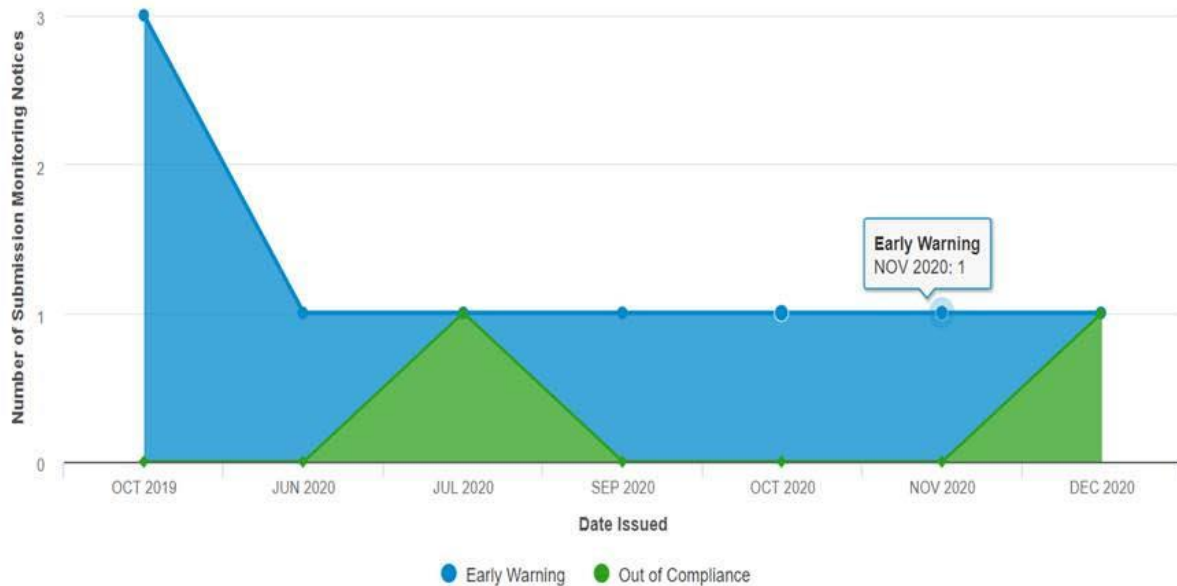
- After the new Procurement Contract Submission and Conflicting Interest Policy was implemented by DC PCSB on July 1, 2018, one Early Warning was received and rectified.
- OSSE required corrective action in the following compliance areas:
  - Annual Determinations
  - Initial Evaluation Timeliness
  - Reevaluation Timeliness
  - Significant Disproportionality
- Despite taking the corrective actions, DC PCSB still expressed concern that the “school’s occupancy and general expenses, as a percentage of total expenses, are well above charter school averages [and] ... the results of these higher-than-average expenses....(p. 39).”

This academic year, the School was required to submit a plan in response to its truancy rates. Additional notices received are copied below:

#### Notices (Current Year)

	LEA	School Year	Staff Member Issuing	▲ Date Issued	Notice Type	Notice Reason	Notes
<b>Hope Community PCS (4 Submission Monitoring Notices)</b>							
👁	Hope Community PCS	2020-2021	<a href="#">Audrey Williams</a>	2020-12-04	Out of Compliance	Other Data Validation or Submission	Hope Community received three Early Warning Notices for failing to submit and/or validate academic documents and compliance data.
👁	Hope Community PCS	2020-2021	<a href="#">Jiselle O'Neal</a>	2020-11-13	Early Warning	Other Data Validation or Submission	Hope Community failed to validate its Medication Administration compliance in the Hub by the Nov 6 deadline. They have until Nov 18 to validate this or they will receive an Out of Compliance notice.
👁	Hope Community PCS	2020-2021	<a href="#">Melodi Sampson</a>	2020-10-21	Early Warning	Other Reason (See Notes)	Hope Community PCS - Tolson failed to submit its revised School Improvement Plan on its 10/19/20 deadline. The school now has until 10/22/20 at 5:00 pm to submit its Plan. Failure to submit the Plan by 10/22/20 can result in an Out-of-Compliance notice.
👁	Hope Community PCS	2020-2021	<a href="#">Melodi Sampson</a>	2020-09-08	Early Warning	Other Reason (See Notes)	Hope Community PCS - Tolson failed to submit its revised School Improvement Plan on its 9/4/20 deadline. The school now has until 9/9/20 at 5:00 pm to submit its Plan. Failure to submit the Plan by 9/9/20 can result in an Out-of-Compliance notice.

## Notices Over Time



#### 4. How has the school informed its stakeholders (e.g., students, parents, staff, ANC commissioners, neighbors) of the proposed change(s)? Describe any notable support for or opposition to the proposal. How is the school addressing stakeholders' concerns?

The School has been intentional in ensuring that all stakeholders are involved through this process. A series of meetings have been held within the past year, and prior, with adequate public notices given. This culture and process worked seamlessly in ensuring that stakeholders have been involved in the decision-making process that led to this charter amendment request. A timeline of our activities are provided below. In addition, the minutes and recordings of all public meetings are available on the school's website at:

##### **Agenda:**

[https://imaginehopelamond.org/apps/pages/index.jsp?uREC\\_ID=363859&type=d&termREC\\_ID=&pREC\\_ID=913787](https://imaginehopelamond.org/apps/pages/index.jsp?uREC_ID=363859&type=d&termREC_ID=&pREC_ID=913787)

##### **Video Recording:**

[https://imaginehopelamond.org/apps/pages/index.jsp?uREC\\_ID=363859&type=d&pREC\\_ID=video&showMore=1&titleREC\\_ID=10086150](https://imaginehopelamond.org/apps/pages/index.jsp?uREC_ID=363859&type=d&pREC_ID=video&showMore=1&titleREC_ID=10086150)

##### **Minutes of Meeting:**

[https://imaginehopelamond.org/apps/pages/index.jsp?uREC\\_ID=363859&type=d&termREC\\_ID=&pREC\\_ID=913381](https://imaginehopelamond.org/apps/pages/index.jsp?uREC_ID=363859&type=d&termREC_ID=&pREC_ID=913381)

Furthermore, the Board is accessible via email at [hopepcsd.board@gmail.com](mailto:hopepcsd.board@gmail.com). To ensure sustainability, this email address was created to streamline our communication process with community members.

Overall, there has been general support on the Board's decision. Our community meetings have been well attended by families and staff whose questions have been answered. Families are excited about the possibilities ahead, the Board's vision, and the roadmap shared by PLA and Friendship to improve the quality of education scholars will receive and professional development for staff as well. The only concern expressed by some are in regards to teacher rehiring in view of considerations whether a grace period will be offered to get credentialed or certified by OSSE.

**Hope has done the following to inform external and internal stakeholders:**

- Board Meet & Greet with Staff to share their concerns and vision for the school
- Board Meet & Greet with Parents to share their concerns and vision for the school
- Public Comment on Operating Agreement Renewal
- Community Forum on the theme "New Hope, New School" to Present Potential School Operators
- Special Board Meeting to Vote on School Operators | Thursday, March 4, 2021 at 5:30pm
- Hope Community Presentation of Roadmap and Timeline of Activities | Thursday, March 11, 2021 at 6pm
- Meeting with MySchoolDC | March 23, 2021
- Meeting with Office of Ward 4 Councilmember Janeese Lewis George | March 24, 2021
- Meeting with Office of At-large Councilmember Cristina Henderson | March 31, 2021
- Affirmative steps to write letters and schedule meetings with ANCs and Councilmember at-large Robert White | March 2021 – present
- Meetings with DC Alliance | October 2020 – present
- Meetings with Education Board Partners | October 2017 – present

- Periodic letters from the Board to parents on updates regarding the transition process | February - present
- Ongoing meetings/stakeholder engagement by potential operators with families, staff, and Imagine | March 2021 - present
- Board Retreat to discuss the future of the school in relation to developing a strategic plan | October 2017
- Board Engagement to discuss the operating agreement renewal considering that there were many compromises to effectively implement the strategic plan | SY 2019-2020
- Board Retreat to discuss the future of the school and discuss the possibilities as we approached the operating agreement renewal | December 5, 2020

**5. When did the school’s board approve the proposed change(s)? Please attach minutes from the meeting and vote results.**

Hope’s board unanimously voted not to renew its operating agreement with Imagine Schools on Thursday, January 28, 2021. On Thursday, February 25th, Hope Board approved the proposed amendments. The minutes and vote results are attached to this application.

**CAMPUS RELINQUISHMENT**

---

**1. Describe the school’s current and proposed campus configuration.**

Hope currently operates the Tolson and Lamond campuses at the locations described above. The proposed campus configuration would result in Hope operating the Tolson campus only and Friendship School operating the Lamond campus. The Board proposes to have oversight functions over the Tolson campus only and relinquish the aspect of its charter for the Lamond campus. Hope Community PCS is pursuing an asset acquisition with Friendship PCS to absorb the Lamond students and facility with the goal to ensure families maintain a stable school environment yet further Hope Board’s vision to provide a world-class education in a public school setting in DC.

**2. What is the rationale for campus relinquishment?**

As described above, maintaining the Board’s charter at Tolson campus only will allow the efficient use of resources by maximizing school funding towards academics where students can be supported with high-quality teaching and educational services – in lieu of spending taxpayer dollars on a costly building space at the Lamond campus. Friendship’s acquisition of the Lamond Campus is

based on its financial viability to do an outright purchase of the building to curb the longstanding issue of the exorbitant rent Hope has been paying for years. Also, Friendship has a plan to provide a state-of-the-art facility for scholars upon the purchase of the Lamond Campus. Similarly, this relinquishment and acquisition will also allow the Hope Board to move technology, furniture and related fixtures to Tolson and make physical improvements to the Tolson campus. Consequently, both the acquisition and the relinquishment will create the opportunities for scholars, families, and staff to have access to a high-quality schooling experience. It is our goal to invest our tuition dollars in the classroom -- where our students need them most.

### **3. What effect will campus relinquishment have on the school's program, including staffing, budget, and facilities?**

The campus relinquishment will allow the Tolson campus to benefit from PLA's proven model as a transformative leader in school turnaround. PLA's key to school improvement and success is centered around six Academic Priorities for Success: effective leadership, effective instruction, climate and culture, collaborative staff, curriculum assessments & intervention, and support systems.

Considering that the current staff are employees of Imagine Schools, both PLA and Friendship have held meetings with Imagine and staff to create a process for staff recruitment and rehiring.

Budget - the budgetary and all financial aspects of this process is being and will continue to be managed by EdOps.

Facilities - Imagine Schools is creating a list of assets at both campuses with emphasis on items that are of sentimental value. Tolson campus will benefit from assets at Lamond that are not of sentimental value as Friendship intends to make improvements to the facility. It is also worth noting that the lease agreement at both campuses are separate from the operating agreement. Hope Board intends to renegotiate its lease at Tolson campus upon completion of this transition process.

## **GOVERNANCE STRUCTURE**

---

### **1. Describe the school's current and proposed governance structure.**

The Board currently has an Operating Agreement with Imagine Schools that will terminate on June 30, 2021. The Board seeks to formalize its separation from Imagine Schools through this charter amendment. The school will retain the same governance structure whereby it is governed by a Board of Trustees. It will also partner with a turnaround operator to oversee and support the implementation of high-quality educational programming at the school. The



Board will continue to serve in its current oversight role. The turnaround operator will continue to report to the Board regarding the school's educational performance. Beyond Hope Community Charter School's partnership with Phalen Leadership Academies (PLA) as the turnaround operator, there are no material changes to the governance structure of the school.

## **2. What is the rationale for these changes?**

The rationale for these changes are due to the Board's dissatisfaction with the education management organization's performance and its vision to provide a high-quality education. The Board is focusing on a turn-around operator for Tolson because the Board believes such intense educational and operational changes are needed to continue to retain students and families at the School. Further, the Board's number one goal is the educational success of the students served. We believe partnering with PLA provides the School with an excellent opportunity to achieve such goals based on the proven success of PLA. Additionally, this new arrangement allows the Board to provide strong accountability for educational results.

## **3. How will the new structure ensure the school is effectively governed?**

PLA is a non-profit organization that was founded by educators. PLA is pleased to have a strong leadership team whose role is to support the success of school leaders, schools and scholars. PLA's Central Office team includes 76 leaders (see Attached PLA Organization Chart). PLA staff bring decades of classroom experience, school and instructional leadership track record, project management expertise, and substantial knowledge in key operational aspects, including compliance, reporting, and program management. The team supports partner schools with instructional leadership and curriculum development; extended learning opportunities; talent selection; training and professional development; program and organizational development; evaluation and assessment; parent and community engagement; and budget and grants management. Through this support system, PLA is able to manage the operational elements of running a school so that educators are empowered and supported in delivering high quality instruction to scholars.

## **4. How will these changes impact the school's educational programming (e.g., curricula, instructional resources, assessments)?**

As the new partner organization for Hope Community Charter School, PLA will deliver evidence-based educational programming, which is discussed in

great detail in the Expression of Interest submitted to the school. Below please find a brief preview of PLA's model.

The PLA instructional model is evidence-based, designed by highly successful educators, and focuses on instruction that is personalized and data-driven. Small-group instruction is a central vehicle for providing mastery-based academic scaffolding, creating a uniquely rigorous and personalized learning experience for every child. This approach, as demonstrated by PLA's track record, has proven very effective for turning around the academic performance of students living in traditionally underserved communities. To date, PLA has leveraged their evidence-based educational model to successfully transform six F-rated schools into A-rated schools.

The PLA instructional model was designed by educators who have decades of experience working with students of color living in low-income communities. This design is built into the instructional framework at each of our schools, wherein educators work to understand scholar needs and have high expectations for all students. Our model puts families and communities at the center of our work, and we intentionally engage parents and seek their input on how to meet the needs of their scholars. Core components of our educational model include:

- Strong school leadership: PLA believes that the success of any school hinges on a strong school leader. A PLA school leader is expected to uphold the standard of excellence our scholars deserve through communication, coaching and commitment.
- Positive climate and culture: The culture of a school can make or break a scholar's educational experience. Building a culture of excellence, acceptance, positive behavior and growth is just as important as rigorous curriculum. PLA has a structured process for ensuring a positive, strong and loving culture exists for our scholars.
- Highly effective, data-driven educators: Our model focuses on developing educators who are able to use assessment data to continuously improve the quality of instruction. Our goal is to retain over 80% of the educators in the schools in which we serve. We believe that through the implementation of our education model, high-quality professional development, and the PLA Coaching Cycle, scholars will receive the high-quality instruction that they deserve, and staff will receive the professional support and development they need to be effective.

- Evidence-based, standards-aligned curricula: Our schools utilize evidence-based curricula to push students to perform beyond the required expectations of their grade level in the main subject areas of literacy and math.
- Rigorous, frequent assessments: Based on our scope and sequence documents, teachers implement regular formative and benchmark assessments to evaluate student mastery of content in reading, writing and math. Assessments are designed to be both highly rigorous and to align to state standards. Our teachers also gain a holistic look at children's progress through state assessments; interim assessments tied to state standards; adaptive learning quizzes that target specific standards; and qualitative data (such as scholar, parent and teacher surveys). Consistent and rigorous evaluation of student performance helps ensure both higher quality instruction and higher academic achievement.
- Extensive differentiated, small-group, and standards-aligned instruction: One of the unique core components of our model is that it implements regular assessments while maximizing the time that scholars can spend in small-group and one-to-one instruction with effective teachers, TAs, or coaches. Consistently providing differentiated instruction that targets specific standards, based on the results of assessment data, has been one of the core reasons for scholars' strong growth.
- Enrichment experiences: Each day, scholars will take courses in art, music, STEM and physical fitness. In addition, scholars may also hear from inspirational guest speakers; participate in educational field trips to college campuses, professional workplaces, museums, and cultural landmarks; and lead service projects to build connections to their communities and their futures. We believe children learn best when they are engaged and they make connections between school, their communities and their futures.
- Strong parental engagement: We recognize the importance of family engagement on student achievement and we use a scientifically proven process for engaging families. Some of the elements of this process include training teachers to effectively communicate with parents; creating a welcoming environment for families; holding regular meetings with parents where families and teachers dive in depth into a scholar's academic and behavioral progress; and hosting events throughout the year that celebrates their student's progress.

With a strong track record of partnering with schools to elevate student achievement, PLA is prepared to help Hope Charter School’s scholars succeed.

**5. How will these changes impact the school’s operations?**

With consistency in the overall governance structure, we do not expect the school’s operational structure to materially change. The Board will continue to be in charge of quality oversight, and school leadership will continue to be responsible for overseeing the daily operations of the school. PLA will work with the school collaboratively to support effective operations. You can find additional information in the Scope of Work.

**6. Will there be any instructional staff or leadership changes? If so, describe them.**

When PLA partners with schools, we implement a comprehensive educational analysis process to understand school needs, which include educational and staffing needs. This process is discussed in detail in our Expression of Interest and Scope of Work. Through this process, we work collaboratively with the school to define specific staffing needs, with a focus on retention and professional development. At this point, we do not expect leadership changes at the school.

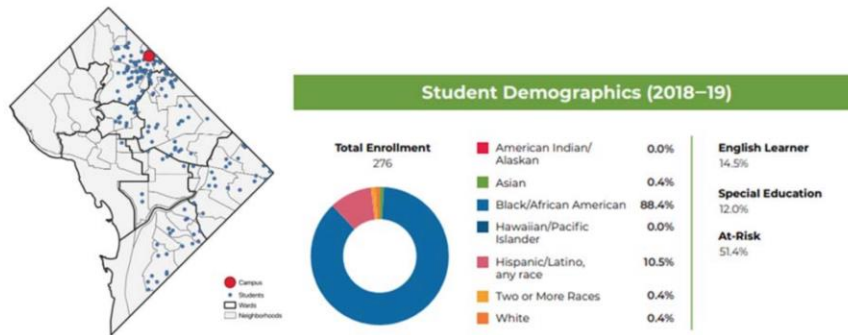
**ENROLLMENT CEILING DECREASE**

Complete the proposed enrollment matrix below, showing the decrease in the school’s maximum seats in accordance with campus relinquishment.

	Academic Year 2021 – 22	Academic Year 2022 – 23	Academic Year 2023 – 24	Academic Year 2024 – 25	Academic Year 2025 – 26	Academic Year 2026 – 27
<b>Grade Level</b>	<b>Maximum Enrollment</b>					
PK-3	14	35	40	40	40	40
PK-4	36	40	40	40	40	40
Kindergarten	28	40	40	40	40	40
Grade 1	21	40	40	40	40	40
Grade 2	34	40	40	40	40	40
Grade 3	30	40	40	40	40	40
Grade 4	45	40	40	40	40	40
Grade 5	28	45	45	45	45	45
Grade 6	43	45	45	45	45	45

Grade 7	41	45	45	45	45	45
Grade 8	37	45	45	45	45	45
<b>Total</b>	357	455	460	460	460	460
<b># Campuses</b>	1	1	1	1	1	1

See below for prior enrollment details:



Hope Tolson - Enrollment by Grade					
School Year	2015-16	2016-17	2017-18	2018-19	2019-20
<b>PK3</b>	29	62	26	38	42
<b>PK4</b>	97	43	58	34	40
<b>K</b>	61	88	33	51	32
<b>1</b>	64	58	63	26	42
<b>2</b>	54	61	45	63	32
<b>3</b>	47	43	45	36	54
<b>4</b>	49	53	43	47	39
<b>5</b>	38	54	42	39	49
<b>6</b>	25	43	55	51	51
<b>7</b>	29	31	34	49	48
<b>8</b>	27	25	23	31	44
<b>Audited Enrollment<sup>16</sup></b>	520	561	467	465	473
<b>Enrollment Projections<sup>17</sup></b>	505	490	576	489	470
<b>Enrollment Ceiling<sup>18</sup></b>	1080	1080	1080	1080	1080

### Five-Year Estimated Budget Worksheet

DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5
<b>REVENUES</b>					
Per Pupil Charter Payments	7,861,034	9,928,972	10,252,136	10,457,413	10,666,771
Federal Entitlements	2,107,709	791,086	814,818	839,263	864,441
Income from Grants and Donations	0	0	0	0	0
Activity Fees	20,000	20,600	21,218	21,855	22,510
Other Income	800	824	849	874	900
<b>TOTAL REVENUES</b>	<b>\$9,989,543</b>	<b>\$10,741,482</b>	<b>\$11,089,021</b>	<b>\$11,319,404</b>	<b>\$11,554,622</b>
<b>EXPENSES</b>					
Personnel Salaries and Benefits	5,144,693	5,299,034	5,458,005	5,621,745	5,790,397
Direct Student Costs	763,960	914,929	942,377	970,648	999,767
Occupancy	1,915,365	1,972,826	2,032,011	2,092,971	2,155,760
Office Expenses	390,843	402,568	414,645	427,085	439,897
General Expenses	1,684,621	1,793,500	1,850,568	1,892,890	1,936,214
<b>TOTAL EXPENSES</b>	<b>\$9,899,482</b>	<b>\$10,382,857</b>	<b>\$10,697,606</b>	<b>\$11,005,339</b>	<b>\$11,322,036</b>
<b>NET ORDINARY INCOME</b>	<b>\$90,061</b>	<b>\$358,625</b>	<b>\$391,415</b>	<b>\$314,065</b>	<b>\$232,586</b>



**Statement of Work for DC Hope Tolson  
Phalen Leadership Academies**

## Statement of Work

Please find below the specific activities and intentional processes that Phalen Leadership Academies (PLA) will conduct as part of our Statement of Work for DC Hope Tolson.

### Transition Plan (February – July 2021)

#### a. Overview for Management Transition

Our goal is to provide the highest caliber service to our partner schools in order to transform school and scholar performance. As part of this effort, we look forward to working collaboratively with our partner school to successfully navigate the management transition. Please find key steps below:

#### **Phase I: Pre-Work (February – March 2021)**

The pre-work phase consists of three key steps:

- **Conduct historical data collection and analysis:** We begin each partnership by researching historical data, enrollment details, and trends over the last couple of years. We compare the school's data with the host district and the state data to get a clear sense of where our scholars currently stand. Key steps in this research phase include: 1) researching District of Columbia State Board of Education website to analyze the state accountability system, assessments, and standards/resources; 2) researching the specific school's accountability grade (growth, proficiency, content areas tested), historical data, target groups, and demographics; 3) comparing the school's accountability data to the host district and DC-wide data; 4) Reviewing the School Improvement Plan and identifying goals and action plans; 5) Creating any data-dashboards (as needed) that outline all historical and current data as a starting point for adding new data.
- **Establish a baseline:** The data collected and analyzed in the previous step is then used to establish a strong baseline for where the school stands in terms of academic performance. Establishing such a data-driven baseline is a key foundational step as it allows us to then work with our partner schools, boards and districts to set realistic goals for sustainable school improvement.
- **Implement new partner onboarding:** As the next step in the pre-work phase, we utilize our internal 289-step process to inventory and build each partner school's current capacity in key functional domains such as Academics, Finance, HR, Recruitment, Legal, Operations, Development, Compliance, Marketing and SPED. As and where needed and depending on the scope of the partnership, we then work with the district to provide targeted support that complements the current systems and frameworks that the school and district already has in place for each functional domain.

#### **Phase II: Comprehensive Assessments (April –May 2021)**

- **Conduct a Comprehensive Analysis:** Using the proprietary **PLA Comprehensive Analysis** process, the current instructional model will be reviewed and aligned against the evidence-based PLA educational model using PLA's 15 Power Instructional Indicators. These indicators consist of key instructional strategies that range from classroom management, scholar engagement, differentiation, checks for understanding, to rigorous questioning and performance tasks. Using this process, our partner school will also begin to implement data-driven personalized instruction that supports scholars through progress feedback cycles, explicit opportunities for reflection and paced, scaffolded mastery of content.
- **Implement Climate and Culture Staff Survey:** In order to get a pulse on the current climate and culture of the building, we ask school leadership and staff to complete an



anonymous survey. Some of the indicators we look at include: 1) School community maintains a culture that is safe, loving, and nurturing; 2) Classroom instruction is urgent and well-paced; 3) School-wide transitions are smooth; 4) A positive school-wide system is used for routines, procedures, and expectations; 5) Scholars play an active role in leadership opportunities; 6) Early intervention is evident, fair, and equitable and 6) There is a variety of scholar and teacher incentive programs.

- **Conduct Interviews:** We conduct one-on-one interviews with school leadership, educators and scholars to capture the full scope of current needs. Interviews with each party include focus areas directly relevant to their work. For example, for leaders, we focus on challenges and strengths in current leadership strategies; effectiveness of current curriculum, assessments and interventions in supporting student achievement; etc.
- **Comparative Analysis:** We analyze each school's performance against the PLA Academic Priorities of Success model to determine key areas of support. PLA Academic Priorities of Success include the following six domains: Effective Leadership; Climate & Culture; Effective Instruction; Collaborative Staff; Curriculum, Assessment, and Interventions; and Support Systems.
- **30- 60- 90-day Action Plan and Next Steps:** Based on the findings from the above comprehensive assessments, our team provides each school with a 30-Day, 60-Day and 90-Day plan with SMART goals and next steps which are defined and implemented in close collaboration with the board as well as school leadership and staff.

### **Phase III: Onboarding and Family & Community Engagement (June – July 2021)**

- **Providing targeted support to school leaders:** Before the school year begins, our Academics team will use the Leadership Institute to help norm expectations and standards for school leaders. Coaching in the form of standardized frameworks of leadership best practices is also introduced so that our partner school begins to implement effective school leadership similar to other schools in the PLA network.
- **Delivering data-driven, evidence-based professional development to educators:** Similarly, our Teacher Institutes for professional and new teachers will norm expectations on effective instructional strategies and evidence-based intervention strategies. Our teachers will be held to the same data-driven accountability standards for excellence in classroom instruction as teachers in other PLA schools.
- **Providing systems onboarding:** Another key pillar of transitioning our partner school into the PLA network will be the systems onboarding we provide. We will begin to implement data-driven systems such as the performance management dashboard and processes such as the PLA Coaching Cycle. By providing a multi-step, intentional onboarding and training process, we will support teachers and school leaders at our partner school to understand and make use of PLA systems, similar to educators and school leaders at other PLA schools.
- **Creating a positive, supportive school climate and culture:** PLA will initiate key activities that aim to establish a positive school climate and culture for our scholars and families. Examples include implementing a strong framework for Positive Behavioral Interventions and Supports as well as deploying PLA's research-based frameworks for family and community engagement.
- **Supporting current scholar retention and new scholar enrollment:** PLA will work with the current student enrollment and retention systems to support scholar retention and new scholar enrollment. Additionally, PLA utilizes a data-driven multilingual, mobile-friendly system to help track family interest that can be implemented at our partner school.
- **Supporting staff retention:** PLA schools are able to retain more than 80% of effective

and highly effective educators through our strong educator retention strategies such as opportunities for growth and data-driven professional development.

- **Integrating communications and branding:** In order to support strong communications, PLA is able to provide a customized website to our partner schools that retains their current school branding and visual identity but complements it with the PLA branding signature. Through this integration, our schools establish one cohesive visual identity as a network.

**Transition Plan**  
(February – July 2021)

**b. Educational Program Alignment**

In order to ensure that the evidence-based PLA educational program is ready to be implemented on the first day of school, we will engage in the following planning activities:

**Phase One: Initial Research (February – May 2021)**

- Gather historical data, subgroups data, trends, and build out of dashboard.
- Review and assess in detail academic data, state metrics and resources.
- Review current school improvement plan.
- Review DCPS Accountability resources including state assessments such as PARCC, standards and resources.
- Review the school's academic performance on the DC School Report Card.
- Review the DC Public Charter School Board (DCPCSB) Performance Management Framework; particularly the School Quality Report Tiered scoring system.
- Review the school's DCPCSB School Quality Report.
- Establish initial understanding of the school's academic framework.
- Review school's performance relative to local school districts.
- Review school's performance relative to state.
- Review performance of key student demographic groups.
- Review best practices in the industry with particular focus on high-performing schools.
- Create a data-dashboard that outlines all historical and current data as a starting point for adding new data.
- Secure site materials: staff lists, staff assignments (grades/content), class sizes, school map, and email addresses.
- Secure current year school calendar.
- Secure teacher evaluation process, scores, & attendance for current and past school years.
- Secure leader evaluation process, scores, & attendance for current and past school years.
- Secure current data trends in each building from this year's formative assessments.
- Confirm dates for PLA Comprehensive Analysis.
- Implement Climate & Culture surveys for teachers.
- Finalize question probes aligned to Academic Priorities for Success Rubric.
- Develop on-site schedule for observations and interviews.
- Create an agenda to share with our partner school which clearly communicates the audience and purpose of each meeting.
- Secure and/or create the upcoming school calendar to include training dates.
- Review scholar handbook (e.g., Attendance, homework, discipline, school hours, pickup and drop-off procedures).

**Phase Two: Onsite Comprehensive Analysis (May 2021)\***

\*We will follow COVID safety protocols and if needed, have the capacity to conduct the following activities on a virtual basis.

- Conduct an observation in every classroom using 15 Power Instructional Indicators.
- Score performance on key instructional strategies that range from classroom management, scholar engagement, differentiation, checks for understanding, to rigorous questioning and performance tasks.
- Implement climate & culture staff surveys with educators.

- Implement climate & culture staff surveys with school leaders.
- Conduct interviews with the school's leadership team, with a focus on challenges and strengths in current leadership strategies; effectiveness of current curriculum, assessments and interventions in supporting student achievement; current school policies on educator hiring, selection, recruitment, onboarding, retention and professional development; school support systems; school climate & culture; current needs and concerns.
- Conduct interviews with the school's educators, with a focus on school leadership effectiveness and support; challenges and strengths in current instructional strategies; effectiveness of current curriculum, assessments and interventions; growth & professional development opportunities; school support systems; school climate & culture; current needs and concerns.
- Conduct interviews with the school's scholars with a focus on relationship with teachers and school leadership; experience with current instruction; school climate & culture; school support systems; current needs and concerns.
- Review school's performance against our PLA Academic Priorities of Success model to determine key areas of support.
- Review performance on Effective Leadership.
- Review performance on Climate & Culture.
- Review performance on Effective Instruction.
- Review performance on Collaborative Staff.
- Review performance on Curriculum, Assessment, and Interventions.
- Review performance on Support Systems.

**Phase Three: Action Plan and Next Steps (June 2021)**

- Formulate Comprehensive Needs Assessment across all functional areas and stakeholder groups based on key findings from initial research and Comprehensive Analysis.
- Debrief leadership sharing findings of the Comprehensive Analysis.
- Collaboratively identify and set goals for all functional areas.
- Provide a 30-day Action Plan.
- Provide a 60-day Action Plan.
- Provide a 90-day Action Plan.
- Engage in preparations for academic framework to be implemented with fidelity at the school.

**Phase Four: Aligning curricula, assessments and interventions (June – July 2021)**

- Assess current curriculum being utilized and determine whether it is research-based and fully aligned to state standards.
- Support the school in the development of effective pacing guides aligned with performance data and aimed at bolstering student achievement.
- Support the school in securing supplemental materials aligned with instructional planning.
- Maximize learning time to ensure scholars spend more time on-task and on core subjects.
- Maximize learning opportunities for all scholars by differentiating and scaffolding instruction and providing small-group instruction.
- Implement data-driven instruction that utilizes proficiency data strategically to make informed decisions and adjust instruction to support all scholars.
- Introduce targeted, evidence-based interventions to meet the learning needs of scholars with deficits (Catch Up) and those that need to be challenged beyond grade level (Move

Up).

- Support implementation of curriculum that is research-based and standards-aligned.
- Design and implement instructional tasks that require higher-order, complex thinking.
- Work with educators to provide professional development around strategically unpacking standards.
- Weave unpacking standards training into PLA Coaching Cycle progress feedback systems.
- Weave unpacking standards training into weekly PLCs.
- Embed unpacking standards instructional practices into current academic framework.
- Review if unpacking standards instructional practices are being used well to align instruction towards academic outcomes.
- Use unpacking standards approach to design instruction and the selection of evidence-based strategies.
- Train teachers and school leaders on effective use of adaptive learning programs such as Reading A-Z.
- Embed adaptive learning programs into current academic framework.
- Use adaptive learning programs to design personalized, small-group instruction rotations.
- Review, assess and align core curricula and programming.
- Review, assess and align special educational programming.
- Review, assess and align English Learner programming.
- Align pacing guides with curriculum in core subjects.
- Ensure curricula and instructional materials are effectively customized for special education students.
- Ensure curricula and instructional materials are effectively customized for EL students.
- Identify and align interim, formative and benchmark assessment tools.
- Ensure student assessments are effectively customized for special education students.
- Ensure student assessments are effectively customized for EL students.
- Identify, align and integrate student data management system with educational program and assessment framework.
- Assess and align technology needs with educational program.
- Select educational equipment and supplies in alignment with school needs.
- Procure educational supplies and equipment.
- Review educational vendors and partners to determine effectiveness.
- Ensure student behavior management policy is effectively customized and inclusive of special education students.
- Ensure student behavior management policy is effectively customized and inclusive of EL students.
- Assess and align wraparound student support service providers, including special education and EL services.
- Finalize agreements with programmatic partners.
- Review, align and plan athletics program and extracurricular options.
- Align and identify teacher assignments by grade level and classroom.

**Educational program for diverse learners (including SPED and EL scholars):** PLA will provide leadership and direction to ensure that our partner school is providing high-quality services to scholars receiving Special Education services and EL scholars in the manner required by applicable law.

Below are some the systems and supports we may implement to efficiently, accurately and appropriately manage the provision of Special Education (SPED) services:

- Review the SPED caseload and determine the appropriate staffing.
- Order needed SPED materials such as evaluation tools.
- Support caseload assignments.
- Hold bi-weekly SPED team meetings with the department and building leaders to provide real-time support.
- Create a SPED calendar for the year, including all IEP meetings and team meetings.
- Complete a SPED compliance review process for the school.
- Identify contracted service providers as needed.
- Ensure that the IEP system is available to SPED staff and provide training when needed.
- Review SPED procedures and expectations with SPED staff and General Education staff.
- Provide training and instructional coaching support for teachers in meeting the needs of SPED scholars.
- Identify a SPED Department Leader.
- Support school in creating SPED record-keeping resources such as a SPED spreadsheet that includes count day information and IEP accommodations.

For our EL scholars, below are some of the systems and services we may implement to ensure that scholars' language acquisition and instructional needs are met:

- Review the EL scholar population and determine the appropriate staffing.
- Order needed EL materials such as evaluation tools.
- Identify an EL Department Leader.
- Establish goals for language development.
- Provide training and instructional coaching support for teachers in meeting the needs of EL scholars.
- Determine needs for translation supports for communicating with families.
- Review staff licensure to ensure proper certification.
- Develop a schedule for evaluating scholars and monitoring progress.
- Align the Master Schedule to ensure that EL scholars have needed supports.

**Transition Plan**  
(February – July 2021)

**c. Staff Hiring and Onboarding**

We strongly believe in the importance of ensuring that all of our schools have strong leaders, and highly effective data-driven educators. While some believe that underperforming schools can only be improved by replacing most of the existing staff, we do not. In fact, we believe that investing in the development of existing staff is critical to a successful school turnaround. Typically, we are able to retain over 80% of the educators at our partner schools through a mix of data-driven professional development and retention strategies.

However, in certain instances, recruitment of new staff is necessary to close current staffing gaps and strengthen capacity. For such scenarios, PLA’s Recruitment team has several processes in place to maintain a healthy pool of candidates for all positions. These are codified in a recruitment best practices “playbook,” and include timelines and goals for recruiting candidate pools throughout the year (we structure the year into recruitment seasons), templates and outlines for different stages of the interview process, strategies around following up with candidates, and other essential processes that support all of our staffing needs.

For the purposes of the timeline defined in this transition plan (February to July 2021), our recruitment framework will be implemented in the following three phases to support staffing needs at our partner school:

**Phase One: Recruitment Planning Season (February – March 2021)**

During phase one, we will engage in staff recruitment planning by:

- 1) conducting an **initial assessment** to help us establish a strong understanding of each school’s current staff capacity and recruitment needs; and
- 2) implementing **launch preparations** to support successful recruitment to meet these needs.

**Initial assessment:** Our initial assessment will consist of the following steps:

- **Assess existing faculty teaching practice through the proprietary PLA Onsite Comprehensive Analysis:** for all new school partners, our Academics, Recruitment and Professional Development teams work together to conduct our proprietary, onsite PLA Comprehensive Analysis process. A key element of this process consists of conducting live teacher observations in every classroom using PLA’s 15 Power Instructional Indicators. These indicators consist of key instructional strategies that range from classroom management, scholar engagement, differentiation, checks for understanding, to rigorous questioning and performance tasks. Through these live observations, we will be able to assess existing educators’ teaching practices and identify both professional development and recruitment needs.
- **Assess the effectiveness of existing leadership as a key component of the PLA Academic Priorities for Success:** We consider effective school leadership as one of the key pillars of strong school performance. In fact, ‘Effective School Leadership’ is one of six key domains that we have codified in our PLA Academic Priorities of Success, a comparative rubric we use when conducting a holistic review of new partner schools as part of the PLA Comprehensive Analysis. We will review the effectiveness of the current school leadership team through live observations and by having authentic conversations with educators, staff and the school leadership team themselves. This allows us to establish a strong baseline, identifying both current leader professional development and recruitment needs.

- **Review current staffing needs identified through the PLA Comprehensive Analysis:** Once the PLA Comprehensive Analysis is complete, we will compile and share our findings with the board as well as school leaders and district staff, clearly identifying current staffing and recruitment needs observed through our data-driven process.
- **Review current vacancies against identified staffing needs:** We will then work with school leadership to review current vacancies and ensure all staffing needs, as identified through our data-driven process, have been incorporated into these vacancies.
- **Share PLA Recruitment Process with school leadership:** Once staffing needs have been identified and vacancies have been aligned, we will share our recruitment process with our partner school staff and work collaboratively to establish a strong alignment on the who/what/when of next steps in the process.

**Launch Preparations:** Following the initial assessment completion, in order to ensure phase two (the recruitment and hiring season itself) progresses as planned, we will ensure the following recruitment-focused foundational building blocks are in place:

- **Recruitment capacity:** We will leverage our local recruiter to research and understand the local recruitment field and ensure they are prepared to provide real-time recruitment support.
- **Community partnerships:** We ensure strong community partnerships are in place with local state universities, education programs education intermediaries, mission-aligned organizations (i.e., Teach for America, The New Teacher Project) and professional associations. These partnerships directly help us in building a healthy staffing pipeline. Emphasizing diversity as a cornerstone of our recruitment process, we also thoughtfully engage and share potential vacancies with local Historically Black Colleges and Hispanic Serving Institutions.
- **Recruitment-focused events:** Through our local recruiter, we research and attend local college and career fairs, utilizing these events as another strategy for building a healthy staff pipeline.

### **Phase Two: Recruitment and Hiring Season (April – June 2021)**

Our recruitment and hiring season consist of two distinct phases: 1) the recruitment phase; and 2) the hiring phase.

#### **Recruitment Phase:**

Building on the launch preparations that have taken place in the recruitment planning season, we begin our recruitment phase by seeding out vacancies and job postings via:

- University partnerships
- Partnerships with mission-aligned organizations (i.e., Teach for America, The New Teacher Project)
- Referrals
- Job board postings
- LinkedIn/Social media
- Professional associations
- Education intermediaries; and
- Career fairs

Additionally, we engage in the following tactical activities as part of the recruitment phase to track progress in real time:



- Inform recruiters to confirm interview schedule.
- Update Hiring Season Dashboard.
- Update Hiring Season Recruiter Scorecards.
- Update Hiring Season Recruiter Pipeline Links.
- Refresh Annual Feedback Survey Link.
- Create Forecasting Chart.
- Review and Finalize Forecasting Charts with Leadership Team.
- Review Forecasting Charts with School Leaders.
- Share Forecasting Charts with Recruiters and publish.
- Establish Hiring Season Benchmarks.
- Share goals with the team and schedule individual discussions.
- Review Marketing Material for Hiring Phase.
- Place Marketing Order for all Hiring collateral.

**Hiring Phase:** As we transition from the recruitment phase to the hiring phase, we will implement the following processes for screening talent:

**Teachers:**

**As mentioned earlier, our top priority is always to work with our partner schools to retain and grow talent. Each partnership is unique, and we will strive to work with our partner school to determine the best (re)hiring process for current staff who are recommended to participate in the screening process.** We hire highly qualified teachers through a rigorous, multi-stage screening process with the following key steps:

- 1) During the first phase of the interview process, candidates complete an online application and participate in one phone interview with our Director of Recruitment and another with a Principal. We utilize our Teacher Phone Screen Rubric, which provides an inventory of field-tested questions with their corresponding rating rubric that interviewers can utilize.
- 2) Applicants then complete a writing sample and leadership assessment test.
- 3) If successful, candidates will be advanced to the second phase of the selection process, which includes an interview day with a panel of educational experts. There are four components to this interview day: candidates present a 5-7 slide PowerPoint highlighting their background, reasons for becoming a teacher, and their teaching and leadership accomplishments; candidates watch a video of a teacher teaching and highlight the teacher’s strengths and areas for improvements; candidates respond to a range of scenarios involving issues that might arise with scholars, parents and their peers; and candidates will be presented with student data for several scholars and are asked to explain how they would work to help each child succeed.

The hiring process is open to all credentialed teachers.

**School leadership:**

While we work to develop most of our leaders from within, the recruitment process for school leadership mirrors many of the core strategies we use to identify strong teachers. Our model is predicated on collaborating with our partners in strategically optimizing the process for school leadership recruitment. Typically, our school leadership recruitment process includes the following key elements:

- 1) Hold an introductory meeting to determine candidate interest and alignment with mission. If we need to take safety precautions due to COVID, this introductory meeting will be held virtually.
- 2) Candidate submits curriculum vitae/resume and letter of interest.
- 3) Hold interview to determine the potential member's capacity to fulfill essential responsibilities, including, but not limited to:
  - Supporting school's overall strategic priorities and goals.
  - Progress monitoring year-round and implementing corrective action to ensure trajectory towards goals.
  - Supervise and support educators to deliver high-quality instruction.
  - Support scholars towards academic achievement and socio-emotional growth.
  - Stakeholder engagement to develop strong community partnerships that strengthen the school.
  - Liaising with district for school-wide reporting, and other items as needed.
- 4) Based on initial meetings and interest, school leaders may be invited to a school walkthrough. During this walkthrough, school leaders are introduced to the school environment and the key pillars of the PLA educational model. Candidates then see these pillars at play in real-time in our classrooms through small-group learning stations, learning hubs with adaptive, blended learning integration and more. Through this early introduction to our instructional plan, we are able to assess a candidate's capacity to support the implementation fidelity of our evidence-based, data-driven instructional model. As and when circumstances require, this walkthrough may take place virtually, through our Virtual School Tour capabilities.
- 5) Hold an additional meeting to share feedback on the candidate and reach a mutual decision regarding the candidate's interest level and commitment to serve.

Notably, we also work to recruit leadership from within our partner schools. The process for developing leaders from within is called the **PLA Pathways to Leadership Program**. The program is designed to help our highest performing educators transition into roles of School Leadership. We understand the value of high-quality educators and know that providing opportunities for their growth means passion, innovation, and results for scholars. The program is comprised of two distinct pathways:

- **Educator to Instructional Coach/Assistant Principal.** A 1-year program designed for high-performing, passionate, scholar-oriented educators who are preparing to support a building in the capacity of Assistant Principal. The primary focus areas are academic instruction, staff management, coaching and feedback. Individuals will participate in rich cohort experiences, shadowing, and independent leadership activities to gain a working knowledge of how to lead a PLA school with excellence.
- **Instructional Coach/Assistant Principal to Principal.** A 1-year program designed specifically for individuals who already hold an Instructional Coach/Assistant Principal position at a Phalen Leadership Academies school. The primary focus areas of this program are change management, transition planning, strategic planning, instructional coaching, and performance management. Individuals will participate in rich cohort experiences, shadowing, and independent leadership activities to gain a working knowledge of how to lead a PLA school with excellence.

**Overall recruitment philosophy:**

In addition to technical ability, our recruitment process looks for staffers who possess a deep

philosophical alignment that supports high performance, consistent achievement and advocacy for our scholars. We regard these skills, knowledge and abilities as non-negotiables and drivers for success. This professional profile is unique, and as a result, we have developed tailor-made selection criteria, which serve as a blueprint to ensure we select leaders, teachers and support staff with targeted skills. Once the candidate becomes a team member, we continue to evaluate and assess staff using metrics aligned with our selection criteria. Below are the qualities we look for in teachers:

<b>Belief</b>	All staffers believe that all scholars/children can learn, and should be given the opportunity to reach their highest potential
<b>Personal Responsibility</b>	Staffers possess relentless self-efficacy; holding themselves and other team members accountable for the achievement of our scholars/children
<b>Results-Driven</b>	Has a track record of achieving goals and results
<b>Communication &amp; Interpersonal</b>	Has the ability to establish impactful relationships across diverse and various groups
<b>Teacher Proficiency</b>	High instructional aptitude
<b>Classroom Management</b>	Ability to set a positive tone, culture and expectations
<b>Collaboration</b>	Understands the value of teamwork

Similarly, we look for the following qualities in school leaders:

<b>Philosophy alignment</b>	All school leaders believe that all scholars/children can learn and should be given the opportunity to reach their highest potential.
<b>Strategic visionary</b>	Understands big picture, small picture and can articulate.
<b>Operational proficiency</b>	School scheduling, staff hiring etc.
<b>Instructional expertise</b>	Understands difference between exceptional, mediocre and poor instruction; performs staff observations/assessments; and implements professional development.
<b>Data-driven</b>	Uses data to set school-wide growth goals and staff and team conversations, as well as past success tracking goals.
<b>Strong communication</b>	Leadership voice and presence.
<b>Interpersonal/relationship management</b>	Visible and inclusive with staff, parents and community.
<b>Cultural Competence</b>	Leading the school in creating a positive learning environment and school culture.

Through this data-driven recruitment and hiring process, we have been able to support the staffing needs of our partner schools year after year.

**Phase Three: Staff Onboarding and Transition Management Season (June – July 2021)**

As our partnership begins, PLA will review current HR information and practices to determine the optimal approach to both transition current staff and onboard new staff seamlessly. Steps of this analysis and planning stage include:

- Review current employee handbook.
- Review current employee agreements.
- Review current benefits plans (insurance, retirement, etc.) and employee costs per pay period.
- Complete a salary analysis.
- Complete a PTO analysis.
- Make determinations regarding employee salaries and benefits.
- Review staff evaluations.
- Prepare and send Intent to Return Questionnaire.
- Prepare and send regular transition communications to restore a sense of continuity for staff through the transition.

Once a candidate has been hired, PLA will move the new staff member through a thoughtful, comprehensive onboarding process. PLA will work with our partner school to identify all onboarding activities that may require support and work collaboratively to execute these activities in a timely manner. Our process consists of several key steps to ensure each staffer is ready to begin working at the school. Some of the onboarding services we are able to provide include:

- Prepare and send offer letters for new employees, ensuring on-time distribution and return of signed copies.
- Complete background checks and manage I-9 completion, along with any other needed New Hire paperwork.
- Set up staff emails, send out an official Onboarding and Welcome Packet.
- Ensure all employees are set up in the proper payroll and benefits systems and obtain information for Affordable Care Act Reporting.
- Provide new school staff orientation including a walkthrough of the school, meeting with key staff, and office hours to support onboarding-related questions.
- Distribute current payroll calendar and school calendar.
- Set up key accounts to educational programs.
- Provide trainings and guided support in areas such as classroom setup for personalized instruction and instructional planning.
- Provide pre-service training through the PLA Teacher or Leadership Institute.

**Transition Plan**  
(July 2021, and implemented throughout the school year)

**d. Staff Retention and Development**

As shared previously, staff retention and development are key elements of our school improvement process. Wherever possible, we strive to retain teachers that have a demonstrated track record of providing strong classroom instruction and supporting scholar success. Our evidence-based staff retention and development strategies will be implemented through the following two phases:

**Phase One: Staff Retention Planning (July 2021)**

To help make staff retention a collaborative, successful effort, prior to the start of the 2021-22 school year, we will work with school leadership to:

- Discuss and review PLA Staff Retention Strategies;
- Establish strong alignment with school leadership on within-school-year implementation of the PLA Staff Retention Strategies;
- Develop a who/what/when of how our retention strategies will be implemented;
- Establish SMART performance goals, including professional development; and
- Identify key areas of need and develop implementation plan to provide staff with ongoing support.

**Phase Two: Initial Implementation of Staff Retention Strategies (August – December 2021)**

Once planning is completed, we will work with school leadership and staff during the school year to implement the following data-driven, evidence-based PLA Staff Retention Strategies:

- **High-quality professional development:** When teachers and school staff are provided with data-driven personalized support to help them excel, they feel supported and engaged in their continuous improvement process and feel more committed to their school. We will provide teachers and staff with several proprietary personalized professional development systems which include:
  - **The PLA Coaching Cycle:** The proprietary PLA Coaching Cycle is a process that supports growing teachers in an intentional manner. The PLA Coaching Cycle platform includes six domains or focused areas of observations based on Charlotte Danielson’s framework. Each domain includes eight indicators for success, creating a very quick and efficient walk-through form for each domain. The six domains include Culture and Behavior Management; Classroom Management and Environment; Scholar Engagement; Effective Lesson Components; Level 1 Instructional Execution; and Level 2 Instructional Execution. By providing specific, personalized and data-driven feedback to educators using this observational walkthrough framework, the PLA Coaching Cycle has served as a key professional development and retention strategy at our partner schools.
  - **The PLA Learning Institute:** The PLA Learning Institute is an online learning hub that is aligned to teacher evaluation tools, with resources available for teachers and school leaders to download and customize. PLA Learning Institute’s 72 modules fall into seven categories. Full course modules are available for each topic complete with quizzes, teacher reflection, and self-evaluation. The content of each training module includes narrated presentations, videos, classroom activities, implementation examples, an online discussion forum, shareable resources, and research/scholarly articles. Modules include topics such as Scholar Behavior and Classroom Management; Curriculum Mapping; Implementing

Evidence-Based Curricula; Evaluation, Assessment, and Data-Driven Instruction; and Parents as Partners.

- o **Weekly professional learning communities (PLCs):** Each week, teachers participate in Professional Learning Communities, or PLCs, in which they come prepared with student assessment data and performance artifacts to (a) collaboratively analyze student data and identify areas in need of improvement; (b) compare and share instructional strategies and resources; (c) collaborate to design appropriate interventions, such as the incorporation of content literacy across subjects within a grade; (d) develop and refine curriculum mapping; and (e) organize model lessons on specific strategies and standards so that teachers can learn from their peers to improve their own practice. These weekly meetings also provide a venue for educators to collaborate and learn new skills from their peers. During PLC meetings, teachers can develop interventions and learn new approaches to implementing best practices.

Collectively, these systems provide a professional development framework to our educators that encourages their excellence, empowers them to deliver high-quality instruction and supports their retention.

- **Structured opportunities for professional learning:** As mentioned previously, we believe in developing educators to become strong leaders through PLA's Pathways to Leadership program. Opportunities for personal and professional growth for our educators are many, and we invest significant resources into ensuring our educators develop a growth mindset. Additionally, weekly PLCs provide educators with the opportunity to lead professional development, provide peer coaching, and develop key subject matter expertise and leadership skills.
- **Teacher Appreciation Program:** Throughout the school year, we make it a strong priority to express our appreciation for the hard work of our educators. Some elements include providing supplemental classroom kits to help teachers realize their vision and creativity; hosting staff appreciation events to recognize and celebrate scholar progress; and providing the opportunity to participate in supportive peer cohorts so that educators can share best practices and support each other in their professional growth.
- **Collaborative, mission-driven school culture:** Through the professional development systems we provide and ongoing recognition and feedback, we strive to build a collaborative school culture that rewards educators for their professional growth. By managing the operational aspects of the school, and providing weekly touchpoints, the PLA team is able to help partner school leaders make the time for classroom observations, providing continuous support to our educators.
- **Raise the Bar program:** Where resources and policy allow, we will work with the school partner to develop and implement a plan for providing performance-based retention stipends based on a holistic set of performance indicators.

**Transition Plan**  
(February – July 2021)

**e. High-Quality Professional Development**

In order to support data-driven, personalized professional development for partner school leaders and educators, we provide the following key activities during the transition plan phase:

**1) The PLA Comprehensive Analysis (April – May 2021):** As shared previously, our partnership begins with our **PLA Comprehensive Analysis** process, in which we use live classroom observations, teacher, staff and school leader interviews as well as climate and culture staff surveys to establish a holistic, baseline understanding of the current capacity of our new partner schools. These data-driven insights allow us to define, customize and implement specific, key activities to support staff and leader onboarding, culture building and summer planning. These activities are described below.

**2) PLA Teacher Institute (June – July 2021):** For teachers that need additional support, we provide targeted summer training sessions to support new teachers and additional training for all teachers. New teachers receive training on the following components at this institute:

Day 1:

- PLA Model Introduction and Overview (including Curriculum and Standards)
- Safe Schools (Road to Re-entry)
- PLA Coaching Cycle
- PLA Learning Institute
- Brain-Based Learning

Day 2:

- Pedagogy and Instructional Execution
- Parental Engagement
- PBIS Platform and Tools (including Kickboard)
- PLA Teacher Evaluations

Day 3:

- Developing Curriculum Maps (1st quarter)
- Small Group Instruction and MTSS
- Scholar Engagement (including virtual engagement strategies)
- Creating SMART Goals

This framework for pre-school year professional development allows us to seamlessly transition into our core professional development systems and processes to be implemented during the school year.

**3) PLA Leadership Institute (March – July 2021):** Beginning in March 2021, PLA will provide targeted professional development (PD) to school leaders as part of our Leadership Institute. PD topics will focus on the research-based effective leadership levers described in the highly respected book by Paul Bambrick-Santoyo, 'Leverage Leadership 2.0, A Practical Guide to Building Exceptional Schools'. Through interactive, discussion-based work sessions, school leaders will familiarize themselves with the seven key levers of effective school leadership including 1) Data-driven Instruction; 2) Instructional Planning; 3) Observation and Feedback; 4) Professional Development (what to teach, how to teach and how to help content retention); 5)

Student Culture; 6) Staff Culture; and 7) Managing School Leadership Teams. Leaders will also receive training on Time Management and Planning Tools they can leverage to support effective leadership.

Following the initial work sessions, PLA will provide a 3-day summer Leadership Institute. Building on the seven key levers defined above, PD topics at the institute will include:

Day 1:

- PLA Model Introduction and Overview
- PLA Learning Institute process and tools
- PBIS platform and process

Day 2:

- Benchmark Leadership Coaching Reviews: Coaching leaders around the PLA Academic Priorities for Success competencies and tools.
- Leadership Evaluation process and tools.
- Development of the CNA, root cause analysis, and determination of SMART goals.

Day 3:

- The PLA Coaching Cycle platform and process.
- Teacher Evaluation process and tools.

Each day of the institute will begin and end with interactive work sessions focused on understanding, applying and receiving feedback on the seven key effective leadership levers outlined above. Through this thoughtful design, the PLA Leadership Institute will support partner school leaders in gaining mastery of the seven research-based key leadership levers prior to the start of the school year.

**4) PLA Learning Institute (Ongoing, self-paced):** Onboarding modules delivered through the PLA Learning Institute will provide an introduction to the PLA organization, an overview of PLA's Academic Priorities for Success, a walkthrough of PLA's Coaching Cycle professional development program, and other key trainings. The Coaching Cycle module contains 23 mini-courses, helping Instructional Leaders who are new to PLA build a comprehensive understanding of how to conduct the Coaching Cycle process. Other key modules include: professional development for tiered support; small group instruction; the PLC process; and a communication and marketing overview. Online delivery of learning ensures that we can ramp up operations at new schools quickly. Through the PLA Learning Institute, our Academics Team can support our new school's leadership team to implement key pillars of the evidence-based PLA educational model right away. Because PLA's practices are rooted in research, it is key that all school leaders receive the same training so they can enact the procedures effectively and reach the same positive results. PLA Learning Institute makes this possible.

**5) The PLA Coaching Cycle (Ongoing, bi-weekly):** Our primary platform for professional development, the PLA Coaching Cycle is a process that supports growing teachers in an intentional manner. As previously mentioned, the PLA Coaching Cycle platform consists of six domains including Culture and Behavior Management, Classroom Management and Environment, Scholar Engagement, Effective Lesson Components, Level 1 Instructional Execution and Level 2 Instructional Execution. The first step of the Coaching Cycle is to conduct intentional walk-throughs, looking for evidence of best practices. The second step of the



	<p>cycle is to lead effective coaching conversations with each teacher; during this step it is imperative that the coach offers coaching side by side, gives positive feedback, and asks leading questions that guide the teacher to identifying their own next steps. The next step of the Coaching Cycle is collaboratively creating a bite-sized goal for change; both the teacher and coach are accountable for the change. The final step before the cycle repeats is a follow-up observation from the same domain, looking for evidence of change according to the bite-sized goal. The PLA Coaching Cycle has an online platform that allows leaders at both the network level and the school level to identify strengths and opportunities for improvement, both holistically for the school and individually for the teachers. Goals developed through the Comprehensive Analysis process will be incorporated into the PLA Coaching Cycle platform, which triggers notifications and follow-up actions if key performance indicators fall below standard.</p>
--	---

**Transition Plan**  
(February – July 2021)

**f. Family Engagement and Student Enrollment**

PLA will support the engagement of scholars and families through:

**1) The Evidence-Based PLA Family Engagement Model:** Leveraging PLA’s scientifically proven family engagement model, we host community events that provide a more comprehensive view of our partner schools, including the admission policy and the enrollment process. By inviting parents to community events, such as roller-skating parties and open houses, families will have the opportunity to connect, talk with staff, and learn more about the PLA educational model and enrichment programs. Fostering meaningful engagement with families in this way is essential to generating strong leads in the recruitment process and supporting retention after enrollment. Some of the most powerful components of our model include:

- Parents In Touch days to help families understand their scholars’ data.
- Phone calls home to praise examples of positive behavior.
- Interviews, focus groups, surveys and informal conversation to understand parent needs.
- Structured training for teachers in best-practices for parent engagement.

In addition to providing enrollment support, **during July 2021**, PLA will intentionally build relationships with families, scholars, and local community partners through the following key steps:

- Sending an intro e-newsletter regarding PLA.
- Sending parent and press letters.
- Conducting community presentations, holding community meetings, open houses and family-focused events.
- Attending at least one key local community event such as a town hall or a publicly held community meeting in which we will engage directly with parents and key community partners.
- Distributing posters throughout the local community and in key venues.
- Securing partnerships with local housing development agencies.
- Securing a TV commercial/unpaid appearance on a local TV channel.
- Securing a radio commercial on a locally popular radio show.
- Securing digital Google ads targeted towards the local community.
- Securing active billboards at highly visible locations in the community.
- Ensuring active social media push with a localized footprint.
- Providing welcome packets to all new families within 48 hours of acceptance.

**2) PLA Marketing Support:** The PLA Marketing Department provides the capacity to make strategic outreach in support of student recruitment. Specifically, our Marketing team supports partner schools by leveraging:

- **News and print media:** PLA pitches news stories to the press on a monthly basis and collaborates with media on coverage within PLA partner schools.
- **TV and Radio campaigns:** PLA boosts visibility for enrollment expansion with appearances and advertisements in radio and TV.
- **PLA newsletters:** Community members have the opportunity to register to receive PLA’s e-newsletters. Twice per month, PLA sends out news about its schools, supporting family awareness, engagement, and satisfaction.
- **PLA’s online presence:** PLA uses its network web page, social media platforms

(Facebook, Twitter, Instagram, and a YouTube Channel), and the PLA Mobile App to share news, updates, and events with the community. PLA has also created a dedicated website for our schools, which provides easy access to enrollment documents.

- **Formal and informal community outreach:** we will notify local churches, community organizations, and after-school programs about PLA, send letters home, conduct phone blasts, and hold events.

Together, these diverse communication strategies will work to reach a wide range of interested families as part of our data-driven recruitment process.

### **Student Enrollment**

In addition to family engagement, PLA will support healthy scholar enrollment through:

- 1) **A data-driven collaboration framework for student enrollment:** PLA will work to strengthen our partner school's current student enrollment process through a data-driven family communications and interest tracking system that many of our partner schools utilize. SchoolMint is a multilingual, mobile-friendly online hub that allows families to move seamlessly through the school application process. By providing real-time customer service and timely parent communications, SchoolMint helps each parent move through and successfully complete the enrollment process for their child(ren). The system also provides predictive and real-time enrollment statistics, which can support strategic enrollment planning and data-driven forecasting. Maximizing student enrollment requires a strong, data-driven framework that cycles through the entire student recruitment process. If so desired, we can provide support with managing enrollment key performance indicators (KPIs). Our process collects and tracks KPIs through the process of generating leads, managing inquiries, and guiding application completion, helping to achieve strong conversion and thereby supporting healthy scholar enrollment.
- 2) **A personalized approach to encouraging scholar enrollment:** School leadership will make personal phone calls and launch automated outbound calls to: a) share information on the school; b) encourage interested families to complete enrollment applications and c) provide the community with an expanded opportunity for involvement. To help meet the needs of families with transportation challenges, enrollment packets will be mailed that include pre-paid postage. Families will be notified of the school through flyers and posters located in highly visible locations in the community, such as churches, libraries, parks, and community bulletin boards. For non-English speakers, our team will provide translated versions of flyers and enrollment materials. Finally, the school will host community events that provide a more comprehensive view of the school, including the admission policy and the enrollment process. By inviting parents to community events, such as roller-skating parties and open houses, families will have the opportunity to connect, talk with staff, and learn more about the PLA educational model and enrichment programs. We will send monthly newsletters to current and prospective families as a way of both keeping them informed about school news and keeping them engaged throughout the year, especially over the summer months.

### **Student Retention**

PLA will support scholar re-enrollment through:

- 1) **Structured recognition of student progress:** In our current schools, our structured student recognition program has cemented a culture focused on progress, support, and teamwork. In biweekly check-in sessions, teachers will review with students their progress on weekly assessments, identify standards for further learning, and set a quantifiable goal for the next check-in. During these sessions, PLA teachers guide students in recognizing their own improvement and reflecting on the effort and hard work that created

improvement. This is further facilitated by only praising growth during check-in sessions, not letter grades. PLA also explicitly and regularly rewards students for progress toward shared goals. PLA's structured recognition of student progress formalizes positive observations from monitoring sessions in order to improve student outcomes. PLA schools celebrate student achievement by displaying student work and teacher kudos in hallways and classrooms; communicating regularly with parents about kids' successes; and honoring kids who do things for others. School incentive structures are most impactful when linked to student effort. Additionally, growth is best encouraged when students can improve on their own schoolwork. PLA consistently rewards students by encouraging them to improve on a favorite assignment. PLA's "caught-being-kind" strategy rewards students with a golden ticket to a tangible reward (for example, a fun, educational field trip); recognition serves as pro-social discipline, since students do not have to act out to get attention. Such approaches have been shown to increase regular school attendance and decrease suspension rates.

2) **Explicit opportunities for scholar reflection:** The PLA model provides consistent and accurate student performance data on a weekly basis, while reframing tests as a core classroom learning activity. Scholars look forward to this opportunity for explicit reflection to improve on past performance, and weekly results provide ongoing motivation for students. In biweekly checkpoints, teachers work with students to set goals. Encouraging students to set goals—and determine steps to achieve those goals—gives students a sense of control over their own success, a factor conducive to learning, intrinsic student motivation and student retention. In the afternoons, our scholars' activities are designed to further encourage reflection and metacognition and to then apply these skills to real-world situations. After lunch, our "Writer's Workshop" gives scholars the opportunity to apply literacy skills by, for example, reflecting on their learning experience or by writing an essay on a topic of global relevance. Our character education enrichment modules explicitly target self-awareness and other self-management skills in our scholars. These explicit opportunities for reflection create opportunities for scholars to feel committed to their own learning process. As scholars feel heard, valued and appreciated in the classrooms, they feel more committed to their current school environment.

**Transition Plan**  
(February – July 2021)

**g. Campus Operations**

**Technology, Infrastructure and Facilities (February to July):**

In order to understand current technology, infrastructure and facility-related needs, the PLA operations team will conduct a detailed Operational audit. This will include the following key activities:

- Review current scholar-focused learning technology, such as laptops, iPads and more against projected need in 2020-21 school year, building in a buffer for misplaced and non-functional devices.
- Review current teacher instructional technology against projected need in 2020-21 school year, building in a buffer for misplaced and non-functional devices.
- Review infrastructural technology and systems such as the PA system, WAN and Wi-Fi capabilities, mass communication systems and more.
- Audit current technology vendors by reviewing recent quotes and service history.
- Conduct a large equipment review including management, warranties, repair etc.
- Obtain detailed school floor plans.
- Review the state of school facilities including whether window/door or other access point repair is needed, whether facility improvements such as fresh paint are needed.
- Review current classroom furniture against projected needed.
- Review Maintenance Staff work shifts and Responsibilities.
- Review Front Office staff and responsibilities.
- Review current Operations Manager (if applicable) and their responsibilities.
- Review Food Service staff and their responsibilities.
- Obtain Account Information and access for all utilities including Gas, Water, Electricity and Waste Management.

Based on the findings of this operational audit, PLA will implement the following next steps between May and July 2021:

- Renew/update technology vendor relationships based on the audit findings.
- Work with refined list of tech vendors to ensure needs for all scholar learning, educator-facing and infrastructural technology is met prior to the start of the school year.
- Work with an audited list of large equipment vendors for appropriate servicing and safety certifications to be in place prior to the school year.
- Use school plans to ensure appropriate maintenance of Safety Exits, Fire Alarms, Door Locks, Safety Cameras and other safety-related equipment.
- Use school facility audit to implement facility improvements as required to make the school facility operational.
- Order furniture from a refined list of furniture vendors to meet anticipated need.
- Review current support services staff to ensure alignment with current school needs.
- Transfer Utility Accounts, if and when appropriate.
- Ensure that all contracts, certificates, licenses, background check records and inspections are in place and up to date for all school support services, especially health, nutrition and safety services.
- Work with school to ensure reasonable accommodations for students with disabilities on-site and in transportation.

**Student Information System (SIS)/Data Sharing (February to July):**

In order to ensure a strong SIS/Data Sharing framework is in place prior to the school year, we will use the transition plan phase to complete the following key steps:

- 1) System identification and research:** We will work with our partner school to identify and research the current SIS in place in order to familiarize ourselves with it for successful use throughout the school year.
- 2) System integration with student data warehouse:** Once we have identified and researched the existing SIS, we will work to integrate it with the student data warehouse currently used at our PLA schools. Our student data warehouse connects student-focused systems such as Kickboard as well as educator-focused systems such as the PLA Coaching Cycle to provide one integrated view of school performance.
- 3) Integration with family communication system:** We will also integrate the existing SIS with our family communication system, in order to ensure appropriate and timely communications can be sent out to scholars and families as needed.
- 4) Pre-launch quality assurance test:** Once the system integration phase is complete, we will trial the information systems with school leaders prior to the start of the school year to ensure smooth functionality. As part of the quality assurance test, we will ensure there is seamless syncing between our partner school’s SIS and the PLA data warehouse to support the flow of accurate data between the school and the district.
- 5) Training on the use of key systems:** Lastly, as part of our summer teacher and school-leader institutes, we will provide appropriate training and professional development on the use of the integrated student information systems and how to interpret and utilize scholar data. Throughout the training, we will also work with school leaders and educators to identify the scholar and teacher performance data that they would find most helpful to inform their data-driven decision making. This will allow us to ensure our systems are able to provide optimum support for data-driven instruction throughout the school year.

**Budget Management (February to July):**

PLA will align our budget management support and services through the following framework during the initial transition plan stage:

- 1) Research and Identification:** We will work with our partner school to understand current needs with regards to budget management. By taking this needs-driven approach, we will be able to identify any areas of additional support PLA could provide as a partner.
- 2) Process Alignment:** Once budget management needs have been identified, we will work with our partner school to identify the process through which our systems can be aligned for optimal school management.
- 3) Collaboration Framework:** Once all budget management processes and systems are aligned, we will ensure there is a strong information-sharing and collaboration framework so that PLA, our partner and the district all have real-time access to information needed as part of the school improvement process. As part of creating a collaboration framework, our Finance team for example will secure the following pieces of information:
  - Copy of grant applications and budgets (Title I, Title II, Special Ed)

- Current Year Budget-to-Actual
- Payroll Calendar

The Finance team of the PLA central office ensures sustainability and effective budget management through the following support services:

- Ensuring financial viability, sustainability and excellence organization-wide with sufficient resources to support operations;
- Ensuring compliance with audits, as well as local financial compliance laws and regulations;
- Maintenance, provision and retention of accurate and up to date financial records;
- Maintaining insurance certificates in compliance with and as required by local school boards, authorizers and other local authorities;
- Preparing comprehensive annual budgets;
- Establishing fiscal management and oversight policies and an accounting system with internal controls;
- Implementing payroll systems;
- Preparing monthly closing financial statements, board reports and supporting grant reports; and
- Supporting with the preparation of POs, vendor agreements and contracts.

## EDUCATION SERVICES PROVIDER AGREEMENT

This Education Services Provider Agreement (the “Agreement”) is made and entered into as of the 25th day of April by and between **Entrepreneurial Ventures in Education** (“EVE”), a Massachusetts based non-profit corporation, and **Hope Community Charter School – Tolson Campus** (“HCCS” and together with EVE, the “Parties”), a District of Columbia non-profit corporation and public school academy.

**WHEREAS**, HCCS operates under the direction of a Board of Directors (the “Board”) and is authorized pursuant to a contract (the “Charter Contract”) issued by the District of Columbia Public Charter School Board (“Authorizer”).

**WHEREAS**, EVE is a Massachusetts based non-profit corporation authorized to transact business in the District of Columbia, and providing direct educational services to public school academies. EVE has the ability to implement a comprehensive educational program and training methodologies for HCCS; and

**WHEREAS**, HCCS desires to engage EVE to perform those services as a direct educational service provider pursuant to this Agreement.

**WHEREAS**, it is intended that HCCS shall accomplish its mission by utilizing the services of EVE. HCCS hereby acknowledges this intent and approves this Agreement for direct educational services of HCCS by EVE.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### **ARTICLE I:**

#### **CONTRACTUAL RELATIONSHIP**

A. **Authority.** HCCS has been granted the Charter Contract by the Authorizer to organize and operate a public charter school, together with the powers necessary or desirable for carrying out the educational program set forth in the Charter Contract. HCCS is authorized to contract with a private entity to provide educational services, provided that the management agreement shall comply with the authorizer’s educational services provider requirements (the “ESP Requirements”).

B. **Contract.** Acting under and in the exercise of such authority, HCCS hereby contracts with EVE for specified functions relating to the provision of direct educational services and school turnaround activities of the HCCS.

C. **Status of the Parties.** EVE is a Massachusetts non-profit corporation and is not a division or a part of HCCS. HCCS is a public charter school authorized by the Code, and is not a division or part of EVE. The relationship between EVE and HCCS is based solely on the terms



of this Agreement. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and that, except as expressly set forth in paragraph D below, no employee of EVE shall be deemed to be an agent of HCCS. EVE is solely responsible for its acts and the acts of its agents, employees, and subcontractors. Employees of EVE, even those assigned to work exclusively at HCCS, are not employees of HCCS.

D. **Designation of School Officials for Purposes of FERPA.** Agents and employees of EVE having a legitimate educational interest in student record information, are hereby designated by the Board as “school officials” of HCCS such that they are authorized access to educational records of the HCCS’ students under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”). “Legitimate educational interest” shall be defined as having a responsibility for helping the student achieve one (1) or more of the educational goals of \_HCCS\_ or if the record is necessary in order for the employee to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student’s family. Except as set forth in this paragraph D, no agent or employee of EVE shall be deemed to be an agent of HCCS.

## ARTICLE II:

### WARRANTIES AND REPRESENTATIONS

A. **Representation.** HCCS represents that it has the authority under State law to execute, deliver, and perform this Agreement, to incur obligations provided for under this Agreement, to incur obligations provided for under this Agreement and to contract with EVE for EVE to provide the services set forth in this Agreement on behalf of the school.

B. **Certification As to Pending Claims.** HCCS certifies that, as of the date of this Agreement, there are no pending actions, claims, suits, or proceedings, to the knowledge of the School, threatened or reasonably anticipated against or affecting the School, which if adversely determined, would have a material adverse effect on the ability of the Charter School to perform its obligations under this Agreement. Further, the School warrants that the information in has furnished EVE concerning the Schools’ facilities, finances, revenues, student enrollment and staffing is accurate and the latest information available at the time of the execution of this Agreement.

C. **Authority of EVE.** EVE represents and warrants that it is a non-profit corporation organized and existing under the laws of the State of Massachusetts, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers.

### **ARTICLE III:**

#### **TERM**

A. **Term.** This Agreement shall become effective May 1, 2021 and shall expire on June 30, 2026. However, the term of this Agreement is subject to a continued Charter Contract from Authorizers and continued state per capita funding.

B. **Renewal.** This Agreement shall be automatically renewed on a year-to-year basis commencing on the last day of the initial term; unless written notice of intent to terminate or renegotiate is given by either party at least one hundred and twenty (120) days prior to expiration of the Agreement.

### **ARTICLE IV:**

#### **FUNCTIONS OF EVE**

A. **Responsibility.** Under the direction of the Board, EVE shall be responsible for providing direct educational services to HCCS. Such functions include but are not limited to:

1. Implementation and administration of the educational program;
2. Pupil accounting;
3. Budget preparation, including preparing the annual budget as set forth in this Article, Paragraph O, and amended budgets throughout the year, as necessary, and financial management services, as defined in this Agreement;
4. Financial services including accounting, bookkeeping services, accounts payable, and accounts receivable;
5. Acquisition of instructional and non-instructional material, equipment and supplies and the maintenance of an inventory system of all equipment;
6. Selection and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training, and technical assistance) necessary to support those employees;
7. Supervision of the school support services programs including food service and facilities maintenance;
8. Preparation of required authorizer, local, state, and federal reports with prior review by the Board;
9. Information and technology system development and management;

10. Preparation of applications for grants and special programs as requested by the Board;
11. Processing funding applications for special programs and facility improvements as requested by the Board;
12. Administration of extra-curricular and co-curricular activities and programs;
13. Development of critical processes and procedures governing operations of the School as determined by the Parties and as approved by the Board;
14. Provision of special education and English Language Learners services to students who attend the School in conformity with the requirements of applicable law, regulations and Board policies;
15. Participation in strategic planning with the board for the continuing educational and financial benefit of the School;
16. Community engagement and implementation of marketing strategies;
17. Implementation and enforcement of student codes of conduct;
18. Any other function necessary or expedient for the administration of the School with prior approval from the Board.

**C. Educational Goals and Program.** EVE shall implement the educational goals and programs set forth in the Charter Contract, including, but not limited to, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications for pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that EVE determines that it is advisable to modify the educational goals and programs set forth in the Charter Contract, EVE will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior written approval of the Board and a Charter Contract amendment approved by the Board and Authorizer. EVE shall provide the Board with periodic written reports specifying the level of achievement of each of the School's educational goals set forth in the Charter Contract and detailing its plan for meeting any educational goals that are not being attained, such reports to be submitted on a regular periodic basis and upon request of the Board.

**D. Subcontracts.** It is anticipated that EVE will utilize subcontracts to provide some of the services it is required to provide to the School under this Agreement. EVE may not subcontract the management, oversight, or operation of the teaching and instructional program without the specific prior written approval of the Board. Except as described in the previous sentence, Board approval of subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose of the School's approved budget or Board approval is required by the Charter Contract or by the Board's procurement policy. EVE

will receive no additional fee as a result of subcontracting of any services, all of which shall be provided without markup.

**E. Place of Performance.** Instructional services other than field trips will normally be performed at the facilities of the School. EVE may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by applicable law. The School shall provide EVE with the necessary office space at the sites to perform all services described in this Agreement.

If the School should expand to other locations in the future, such expansion will be accomplished by amendments to this Agreement and the Charter Contract.

**F. Acquisitions.** All acquisitions made by EVE for the School using any funds belonging to the School, including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the School. EVE will not add any fees or charges to the cost of the equipment, materials, and supplies purchased from third Parties when it seeks reimbursement for the cost of these acquisitions from the School. All supplies, materials, and equipment procured for the School by EVE shall be inventoried by an acceptable method of inventory, and an inventory of the School equipment shall be maintained so that it can be clearly established which property belongs to the School.

**G. Pupil Performance Standards and Evaluation.** EVE is responsible for and accountable to the Board for the performance of students who attend the School. EVE shall implement pupil performance evaluations which permit evaluation of the educational progress of each student, using measures of student and school performance required by the Charter Contract and such additional measures as shall be mutually agreed upon between the Board and EVE, which are consistent with the Charter Contract.

**H. Student Recruitment.** EVE shall be responsible for the recruitment of students subject to the provisions of the Charter Contract and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Charter Contract and in compliance with the Code and other applicable law. EVE shall follow all applicable procedures regarding student recruitment, enrollment, and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses, as may be required.

**I. Student Due Process Hearings.** EVE shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality, and access to records, to the degree that it is consistent with the School's own obligations. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

**J. Legal Requirements.** EVE shall provide educational programs that meet the requirements imposed under the Code and the Charter Contract, unless such requirements are or have been waived.

**K. Rules and Procedures.** The Board shall adopt rules, regulations, and procedures applicable to the School, and EVE is directed to enforce the rules, regulations, and procedures

adopted by the School. EVE shall assist the Board in its policy making function by recommending the adoption of reasonable rules, regulations, and procedures applicable to the School.

L. **School Year and School Day.** The school year and the school day shall be as provided in the Charter Contract and as defined annually by the Board.

M. **Authority.** EVE shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.

N. **Charter Contract with Authorizer.** EVE will not act in a manner that will cause the School to be in breach of its Charter Contract with the Authorizer.

O. **Additional Programs.** The services provided by EVE to the School under this Agreement include, but are not limited to, providing the educational program described in the Charter Contract, as the same may change from time to time. The Board may decide to provide additional programs, including, but not limited to, summer school. The School may also purchase additional services from EVE at a mutually agreeable cost.

P. **Annual Budget Preparation.** EVE will prepare and provide the Board with a proposed annual budget that shall conform to the District of Columbia's requirements and in a form satisfactory to the Board and to the Authorizer. The budget shall contain object level detail and comply with public accounting standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the School and the educational program including, but not limited to, the projected cost of all services and educational programs provided to the School, rent and lease payments, debt service, maintenance and repairs to the School facilities, supplies and furnishings necessary to operate the School, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the School.

The proposed budget shall be submitted to the Board for approval not later than thirty (30) days prior to the date when the approved budget is required to be submitted to the Authorizers. EVE may not make deviations from the approved budget between major function areas without the prior approval of the Board.

Q. **Academy Financial Health.** EVE shall do all things reasonably and professionally required to prevent the Schools' finances from experiencing any operating or fund balance deficits and shall do all things reasonably and professionally required to keep the School solvent.

R. **Compliance with the Charter Contract and ESP Requirements.** EVE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter Contract, the ESP Requirements and applicable law. The provisions of the Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement. Any action or inaction by EVE that is not cured within sixty (60) days of notice thereof which causes the Charter Contract to be revoked, terminated, or suspended

or which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by the Authorizer is a material breach of this Agreement by EVE.

## ARTICLE V:

### OBLIGATIONS OF THE BOARD

A. **Board Policy Authority.** The Board is responsible for determining the fiscal and academic policies that will govern the operation of the School, including, but not limited to, policies relative to the conduct of students while in attendance at, or en route to, school, and policies and regulations governing the procurement of supplies, materials, and equipment to be used at the School. The Board shall exercise good faith in considering the recommendations of EVE on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets, subject to the constraints of law and the requirements of the Charter Contract.

B. **Building Facility.** The Board is responsible for the acquisition by either purchase or lease of building facilities that comply with all of the requirements of the Charter Contract and applicable law.

C. **School Employees.** The Board may employ such employees as it deems necessary. The cost to employ School employees shall be paid by the Board.

D. **Educational Consultants.** The Board may retain an educational consultant or consultants to review the operations of the School and the performance of EVE under this Agreement. EVE shall cooperate with the educational consultant or consultants and shall provide those individuals with prompt access to records, facilities, and information as if such requests came directly from the Board. EVE shall have no authority to select, evaluate, assign, supervise, or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

E. **Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Charter Contract, this Agreement, and applicable law. Such legal counsel shall advise on the negotiation of this Agreement and shall not represent EVE or any EVE owner(s), director(s), officer(s), or employee(s). While the Board's counsel and EVE's counsel may meet and confer on issues, the Board shall not seek direct advisement from EVE's legal counsel.

F. **Audit.** The Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Charter Contract and applicable state law. The Board and previous management company shall retain full responsibility for managing and completing the audit and Form 990 (Return of Organization Exempt from Income Tax relating to the \_2017 - 2018 school year for the School.

G. **Budget.** The Board is responsible for adopting a budget in accordance with the relevant provisions of the District of Columbia Code and asserts that it has adequate resources to fulfill its obligations under the Charter Contract, including, but not limited to, its oversight of EVE, the organization of the School, negotiation of the Charter Contract and any amendments, payment of employee costs, insurance required under the Charter Contract and this Agreement, the annual financial audit, and retention of the Board’s legal counsel and consultants. In addition, the Board is responsible for determining the budget reserve amount included as part of the School’s annual budget, for implementing fiscal policies that will assist the School in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

H. **School Funds.** The Board shall determine the depository institution of all funds received by the School. All funds received by the School shall be deposited in the School’s depository account. Signatories on the Operating Account shall include Board-designated EVE employees, Board members and/or Board designated employees; administrative/view online access to the Operating Account and any other Board controlled accounts shall also be given to Board-designated EVE employees. All interest or investment earnings on deposits shall accrue to the School. The Board shall pay its obligations under this Agreement on a consistent and timely basis.

I. **Governmental Immunity.** The Board shall have the sole power to determine when to assert, waive, or not waive its governmental immunity.

J. **Charter Contract with Authorizer.** The Board will not act in a manner in which will cause the School to be in breach of its Charter Contract with the Authorizer.

K. **Evaluation of EVE.** The Board will evaluate the performance of EVE to provide EVE with an understanding of the Board’s view of its performance under this Agreement. All evaluations conducted by the Board or a representative of the Board will be provided to EVE in writing, no later than thirty (30) days following the conclusion of the evaluation. EVE will be provided thirty (30) days to respond to the evaluation in writing, if it wishes to do so. Special evaluations may occur at any time at the discretion of the Board.

## **ARTICLE VI:**

### **FINANCIAL ARRANGEMENT**

A. **School’s Source of Funding.** The major source of funding for the School is State School Aid received pursuant to the State School Aid Act, Act 94 of 1979, as amended (“State School Aid”). State School Aid payments are based upon the number of students enrolled in the School. The School will also receive other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the State School Aid payments and improve the quality of education at the School, the Board and EVE, with prior Board approval, shall endeavor to obtain revenue from other sources. In this regard:

1. The School and/or EVE shall solicit and receive donations consistent with the mission of the School.
2. The School and/or EVE may apply for and receive grant money, in the name of the School. EVE shall provide advance written notification to the Board of any grant applications it intends to make.
3. To the extent permitted under the Code, EVE may charge fees to students for extra services such as summer programs, after school programs, and athletics, and EVE may charge non-School students who participate in such programs.
4. All funds received by EVE or the School from such other revenue sources shall inure to and be deemed the property of the School.

**C. Compensation for Services.** The School shall pay EVE an annual management fee for each school year during the term of this Agreement. The amount of this annual fee shall be twelve percent (12%) of the sum of: (a) all funds the School receives directly or indirectly under Paragraph A attributable to the school year during which EVE provides services under this Agreement less amounts retained by the Authorizer, plus (b) all funds that the School receives directly or indirectly under Paragraph B (except for individual donations, obtained without the assistance of EVE, that are made to the School). The amount of the annual fee is subject to reduction in a mutually agreeable amount by the Parties in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

EVE's annual management fee shall be paid in twelve (12) installments, which shall be made on the 15<sup>th</sup> day of the months of July through June for the school year of HCCS during which EVE provides services under this Agreement. EVE will cooperate with the School to modify the exact date of any monthly installment payment to coordinate with the timing of the funds received by the School, provided that all monthly installment payments must be remitted within thirty (30) days of the original payment date of such monthly installment payment.

**D. Reasonable Compensation.** EVE's compensation under this Agreement is reasonable compensation for services rendered. EVE's compensation for services under this Agreement is not based, in whole or in part, on a share of net profits from the operation of the School.

**E. Payment of Educational Program Costs.** In addition to the School's obligation to reimburse EVE for the compensation of certain EVE employees under Article VI, all costs reasonably incurred in providing the educational programs at the School shall be paid by the School in accordance with the annual budget approved by the Board. Such costs shall include, but shall not be limited to, curriculum materials, professional learning and development required by the state or other governmental entities, textbooks, library books, computers and other equipment, software, and supplies utilized at the School for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, and marketing and development costs. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing and development of EVE. The Board shall pay or reimburse EVE monthly for approved fees and expenses upon properly presented documentation



and approval by the Board. In paying costs on behalf of the School, EVE shall not charge any additional amounts or markups. Any costs reimbursed to EVE that are determined by the independent audit not to be reasonably incurred on behalf of the educational program of the School shall be promptly returned to the School by EVE. No corporate costs of EVE shall be charged to, or reimbursed by the School.

F. **EVE Costs.** The annual management fee set forth in Article V, Section C is intended to compensate EVE for all expenses it incurs for the administrative, financial, and management services EVE is required to provide under this Agreement, including, but not limited to, expenses associated with budgeting, accounting, board support, employee recruitment, hiring, and training, and compliance. EVE will provide sufficient professional and non-professional staff in these areas and is responsible for their compensation. The costs to be paid by EVE under this Paragraph do not include payments for personnel provided pursuant to Article VI (B), (C), and (D) that are to be reimbursed by the School under Article VI (A) or educational program costs under Article V (E).

G. **Other Public School Academies.** The School acknowledges that EVE has entered, or will enter into, management agreements with other public/charter school academies. EVE shall separately account for reimbursable expenses incurred on behalf of the School and other public school academies, and only charge the School for expenses incurred on behalf of the School. EVE must maintain separate accounts for the receipt of the School funds and payment of expenses. Comingling of the School funds with EVE funds or funds of other schools is strictly prohibited.

H. **Financial Reporting.** At least monthly, EVE shall provide the Board with a monthly cash flow analysis, an aged report of accounts payable, a bank reconciliation, and a written report detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Board. EVE shall present the Board with a balance sheet and a statement of revenues, expenditures, and changes in fund balance at each regularly scheduled meeting. All financial reports must explain any variances from the approved budget and shall contain recommendations for necessary budget corrections. These reports shall be provided to the Board finance committee and the Board members at least one week prior to each regularly scheduled Board meeting. EVE shall provide special reports as necessary to keep the Board informed of changing conditions.

I. **No Other Financial Relationships.** Other than the financial arrangements described in this Agreement, EVE and the School shall have no other financial relationships. No lease, promissory notes or other negotiable instruments, lease-purchase agreements, or other financing agreements between the School and EVE shall be permitted, and such arrangements are strictly prohibited.

J. **Access to Records.** EVE shall keep accurate financial records pertaining to its operation of the School, together with all the School financial records prepared by or in the possession of EVE (the “Records”), and retain all of these records in accordance with applicable state and federal law and the ESP Requirements. Financial, educational, operational, and student records that are now or may in the future come into the possession of EVE remain the School’s records and are required to be returned by EVE to the School upon demand, provided that EVE

may retain copies of records necessary to document the services provided to the School and its actions under the Agreement. The Parties shall maintain the proper confidentiality of personnel, student, and other records as required by law. All School records shall be physically or electronically available, upon request, at the School's physical facilities. The financial, educational, operational, and student records pertaining to the School are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict the Authorizer's or the public's access to these records under applicable law or the Charter Contract.

K. **Audit Report Information.** EVE will make all of the School's Records available to the independent auditor selected by the Board. EVE staff will fully cooperate with said independent auditor.

L. **Bankruptcy of ESP Principal or Officer.** EVE shall notify the School's Board if any principal or officer of EVE, or EVE (including any related organizations or organizations in which a principal or officer of EVE served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

L. **Conflict of Interest.** EVE shall have a written conflict of interest policy, a copy of which shall be made available to the Board upon request. EVE shall not execute contracts with any third Parties for services to be provided to or on behalf of the School where there is a conflict of interest between EVE and the third party.

M. **Transition Services.** EVE will provide the School with reasonable assistance necessary to transition from its current management service company to EVE. This includes, but is not limited to, assistance with financial matters, state, federal and/or Authorizer reporting requirements, and any other mutually agreed upon services. Parties agree to set a fee for these transition services that is mutually agreed upon and consistent with the cost of these services on the open market.

## ARTICLE VII:

### PERSONNEL AND TRAINING

A. **Personnel Responsibility.** EVE is responsible for providing the School with qualified Administrators and teachers, instructional support, pupil support, food service, secretarial, security, and other staff required to operate the School within the staffing and compensation levels approved by the Board in its annual budget (the "School Employees"). EVE shall have the authority to select, evaluate, assign, discipline, transfer, and terminate the employment of all School Employees, with the exception of the Board employees, if any, consistent with applicable law and the provisions of this Agreement. EVE, in its sole discretion, may use an employee leasing agency (the "Leasing Agency") to provide the School Employees; such School Employees will be employees of the leasing agency. Payroll (including wages, salaries, taxes, fringe benefits, unemployment costs and required retirement) for School Employees will be withdrawn automatically from the Operating Account each pay period. EVE shall make payments to the retirement plan for school staff that is approved by the Board. Prior

to the first payroll, EVE will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all School Employees.

**B. Payroll.** The Board will reimburse EVE for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the School, provided that these costs are not higher than anticipated and approved in the annual budget. At the request of the Board, EVE will provide payroll services for employees of the Board. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook, shall be maintained physically on site or be directly accessible at all the Schools' facilities. Neither EVE, nor the leasing agency shall execute contracts with its staff assigned to the School that contain non-compete agreements of any nature.

**C. Criminal Background Checks.** EVE agrees that no individuals shall be assigned to perform any services under this Agreement that has not cleared the requisite criminal background check pursuant to applicable District of Columbia Code. The Board may require that the results of criminal background checks are received, reviewed, and used (subject to a verification process) by a qualified governmental employee acting on behalf of the School and/or the Board, only as permitted by law to confirm that the individual does not have a criminal history in violation of the Code. The Board shall require the qualified governmental employee to provide a letter with a determination for assignment indicating if the individual is in compliance with the requirements of the Code or not. EVE shall not assign to the School any individual for whom EVE has received determination of non-assignment.

**D. School Leader.** EVE will have the authority, consistent with applicable law, and with input from the Board, to select and supervise the School Leader ("School Leader") and to hold that individual accountable for the success of the School. At the request of the Board, EVE will review the performance of the School Leader with the Board. The School Leader may be a EVE employee, or an employee of the Leasing Agency. EVE agrees to provide the Board an opportunity to meet with the School Leader prior to placement and to inform the Board in advance prior to taking any action that would alter the employment status of the School Leader. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the School Leader, EVE agrees to review the School Leader's performance and report its findings to the Board. If EVE concurs with the Board findings and there is no resolution to the problems, EVE will provide a replacement School Leader. The School Leader shall have an administrator's certificate covering the applicable grade levels of the School. The employment agreement with the School Leader and the duties and compensation of the School Leader shall be determined by EVE, but that individual must be assigned on a full-time basis to the School and may not be providing services to any other school or academy without the prior approval of the Board. If the Superintendent of EVE is designated as the School Leader, the Superintendent need not be assigned to the School on a full-time basis.

**E. Teachers.** As part of the annual budgeting process, EVE shall make a recommendation to the Board regarding the number of teachers and the applicable grade levels and subjects required for the operation of the School pursuant to the Charter Contract. EVE shall provide the School with such teachers, qualified in the grade levels and subjects required, as are required by the School. The Board, however, shall ultimately decide the number of teachers, the applicable grade levels, and subjects taught at School as prescribed in the Charter Contract. Such

teachers may, at the discretion of EVE, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, such teachers may also work at other schools operated by EVE in the same city. Each teacher assigned to or retained by the School shall be a highly qualified teacher with a valid teaching certificate or temporary special permit issued by the District of Columbia Department of Education under the Code, to the extent required under the Code and the Every Student Succeeds Act. Teachers employed by the Leasing Agency shall not be considered teachers for purposes of continuing tenure under applicable law, and shall not be considered employees of the School or the Board.

**F. Support Staff.** As part of the annual budgeting process, EVE shall make a recommendation to the Board regarding the number of support staff required for the operation of the School pursuant to the Charter Contract. EVE shall provide the School with such support staff, qualified in the areas required, as are required by the School. Such support staff may, in the discretion of EVE, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, such support staff may also work at other schools operated by EVE in the same city. Each support staff employee assigned to or retained by the School shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act.

**G. Training.** EVE shall ensure training is provided to the School Leader, teachers, and paraprofessionals on a regular and continuing basis and shall insure that School Employees receive all training required by law. The School Leader, teachers, paraprofessionals, and other support staff employees shall receive such other training as EVE determines is reasonable and necessary under the circumstances.

## **ARTICLE VIII:**

### **TERMINATION OF AGREEMENT**

**A. Termination by the School for Cause.** This Agreement may be terminated by the School or cause prior to the end of the term specified in Article III in the event that EVE should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from the School. A material breach by EVE may include, but is not limited to, a failure to carry out its responsibilities under this Agreement, such as a failure to make required reports to the Board; failure to account for its expenditures or to pay operating costs (provided funds are available to do so); or violating the Charter Contract or applicable law. In order to terminate this Agreement for cause, the Board is required to provide EVE with written notification of the facts it considers to constitute material breach and the period of time within which EVE has to remedy this breach. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing EVE with written notification of termination.

**B. Termination by EVE for Cause.** This Agreement may be terminated by EVE for cause prior to the end of the term specified in Article III in the event the School fails to remedy a

material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from EVE. A material breach by the School may include, but is not limited to, a failure to carry out its responsibilities under this Agreement, such as a failure to make payments to EVE as required by this Agreement; a failure to give consideration to the recommendations of EVE regarding the operation of the School; or violating the Charter Contract or applicable law. In order to terminate this Agreement for cause, EVE is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the School has to remedy this breach. After the period to remedy the material breach has expired, EVE may terminate this Agreement by providing the Board with written notification of termination.

C. **Termination by Loss of Charter Contract.** This Agreement shall automatically terminate in the event that the School no longer possesses a Charter Contract to operate a public school academy, including, but not limited to, a termination or revocation of the Charter Contract or a failure to renew an existing Charter Contract.

D. **Authorizer Required Termination or Amendment.** This Agreement shall be terminated or amended with no cost or penalty to the School, and no recourse to the Authorizer or any third party affiliated with or engaged by Authorizer, by EVE or any subcontracted person or entity of EVE, in the event the Authorizer determines to exercise its prerogative under the Charter Contract to require the termination or amendment of this Agreement.

E. **Change in Law.** If any federal, state, or local law, regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice to the other, may request renegotiation of the Agreement. If the Parties are unable or unwilling to renegotiate the terms within ninety (90) days after said notice, the party requesting the renegotiation may terminate this Agreement on one hundred-twenty (120) days further written notice.

F. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article III, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year in which this Agreement was terminated.

G. **Rights to Property upon Termination.** Upon termination of this Agreement, anything purchased with state school aid funds (or other School funds) shall remain the exclusive property of the School. EVE shall have the right to reclaim any usable property or equipment (including, but not limited to, desks, computers, copying machines, fax machines, and telephones) that were purchased by EVE with EVE funds. Fixtures and building alterations or any kind are the sole property of the School.

H. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, EVE shall provide the School reasonable assistance for up to ninety (90) days after the effective date of the termination to allow a transition back to a regular school program or to transition to another education service provider. EVE may charge a reasonable fee for such services, which shall be no higher on a per month basis than the average standard monthly fee paid during the regular term of this Agreement.

Upon termination, EVE shall without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the School's records for transition to a new ESP, if any; (iii) organize and prepare student records for transition to a new ESP, if any; and (iv) provide for the orderly transition of employee compensation and benefits to a new ESP, if any, without disruption to staffing.

## **ARTICLE IX:**

### **PROPRIETARY INFORMATION**

A. **Copyright and Proprietary Information.** All instructional materials, training materials, curriculum, lesson plans, and any other materials developed by EVE, its employees, agents, or subcontractors, or by any individual working for or supervised by EVE, which (i) were directly developed and paid for by the School, or (ii) were developed by EVE at the direction of the Board using School funds, shall be considered "work made for hire" as such term defined in Section 101 of the Copyright Act, 17 U. S. Code, Section 101 and the School shall own all copyright and other proprietary rights to such instructional materials, training materials, curriculum, lesson plans, and any other materials.

B. **Required Disclosure.** The School shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to the Authorizer and to the District of Columbia Department of Education, which teaching techniques or methods may thereafter be made available to the public.

## **ARTICLE X:**

### **INDEMNIFICATION**

A. **Indemnification of EVE.** To the extent permitted by law, the School shall indemnify and hold EVE (which term for purposes of this Paragraph A, includes EVE's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, employment of former employees, prior relationships with vendors and any noncompliance by the School with any agreements, covenants, warranties, or undertakings of the School contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, and to the extent permitted by law, the School shall reimburse EVE for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Paragraph may be met by the purchase of insurance in a form and amounts acceptable to EVE.

B. **Limitations of Liabilities.** The School may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. **Indemnification of the School.** EVE shall indemnify and hold the School (which term for purposes of this Paragraph C, includes the School's officers, directors, agents, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by EVE with any agreements, covenants, warranties, or undertakings of EVE contained in or made pursuant to this Agreement and any misrepresentation or breach of the representations and warranties of EVE contained in or made pursuant to this Agreement. In addition, EVE shall reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the School.

D. **Indemnification for Negligence.** To the extent permitted by law, the School shall indemnify and hold harmless EVE, and EVE's Owners, Board of Directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which EVE may incur and which arise out of the negligence or intentional activity of the School's directors, officers, employees, agents, or representatives. EVE shall indemnify and hold harmless the School, and the School's Board, officers, employees, agents, and representatives, from any and all claims and liabilities which the School may incur and which arise out of the negligence or intentional activity of EVE's owner, directors, officers, employees, agents, or representatives.

## **ARTICLE XI:**

### **INSURANCE**

A. **Insurance for the School.** The School shall secure and maintain such policies of insurance as required by and the Charter Contract. This coverage shall include the building and related capital facilities if they are the property of the School. The School shall maintain such insurance in amounts and on such terms as required by the provisions of the Charter Contract, including the indemnification of EVE required by this Agreement. The School shall, upon request, present evidence to EVE that it maintains the requisite insurance in compliance with the provisions of this paragraph. EVE shall comply with any information or reporting requirements applicable to the School under its policy with its insurer(s), to the extent practicable.

B. **Insurance for EVE.** EVE shall secure and maintain such policies of insurance as required by the Authorizer and the Charter Contract, with the School and Authorizer listed as additional insureds. EVE shall maintain such insurance in amounts and on such terms as are reasonably acceptable to the School and as required by the provisions of the Charter Contract, including the indemnification of the School required by this Agreement. EVE shall, upon request, present evidence to the School and Authorizer that it maintains the requisite insurance in compliance with the provisions of this paragraph. The School shall comply with any information or reporting requirements applicable to EVE under EVE's policy with its insurer(s), to the extent practicable. Any policy of insurance maintained by EVE must include coverage for sexual molestation or abuse, must name the Authorizer as an additional, named insured, and shall not be changed, revoked, or modified absent thirty (30) days' notice to the Authorizer. In the event the Authorizer modifies the level, type, scope, or other aspects of such coverage, then EVE shall undertake like and similar modifications within thirty (30) days of being notified of such change.

C. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

## **ARTICLE XII:**

### **COMPLIANCE WITH CHARTER CONTRACT**

A. **Charter Contract.** The Parties hereby agree to comply with the Charter Contract and the ESP Requirements.

B. **School Board Due Diligence.** The Board hereby agrees to perform the necessary due diligence of EVE and provide all information to the Authorizer pursuant to the ESP Policies, if any.

C. **School Board Members.** All School Board members and their respective spouses and immediate family members hereby agree that they do not have any direct or indirect ownership, employment, contractual or management interest in EVE. The relationship between the School and EVE shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter Contract and applicable law.

D. **ESP Agreement.** This Agreement is an arms-length, negotiated agreement between an informed Board and EVE. The Board shall not approve this Agreement until all Board members have been given the opportunity to review the Agreement with the School's legal counsel. Prior to the Board's approval of this Agreement, the Board shall obtain a legal opinion from its legal counsel, in the form provided in the ESP Requirements. The Board shall only approve this Agreement with a formal vote at a public board meeting. Prior to the Board's vote on this Agreement, the Board shall provide an opportunity for public comment on this Agreement.

E. **Information Reporting.** EVE is hereby required to make information concerning the operation and management of the School, including, but not limited to, information in the Charter Contract, including all exhibits, attachments, and the like, available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its obligations under the Charter Contract. EVE shall make information available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its transparency reporting under the Charter Contract, and also at least the information that a school district is required to disclose under applicable law for the most recent fiscal year for which that information is available.

## **ARTICLE XIII:**

### **MISCELLANEOUS**

A. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or



impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. **Notices.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the Parties or mailed to the Parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to EVE:  
Earl Martin Phalen, CEO  
1001 Marina Drive Apt. #410  
Quincy, MA 02171

If to School:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**And a copy to EVE's counsel:**  
Nicole J. Scott, Esq.  
4914 Cooper Road #42634  
Blue Ash, OH 45242

**And a copy to Board's Attorney:**

C. **Severability.** The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement.

D. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

E. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the services provided and to the compensation for such services by the Parties. Any modification to this Agreement must be made in writing, approved by the Board and EVE, and signed by a duly authorized officer of each.

F. **Amendments and Modifications.** The Board must submit any and all amendments or modifications of this Agreement to the Authorizer not less than 45 days prior to the Board's approval of such amendments or modifications. No amendment or modification of this Agreement shall be effective unless and until the Authorizer has notified the School in writing that it does not disapprove of the modification.

G. **Non-Waiver.** A failure of a party in exercising any right, power, or privilege under this Agreement shall not affect such right, power, or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies which either party may otherwise have.

H. **Assignment.** EVE may not assign this Agreement without the prior written approval of the Board and prior written notification to Authorizers. Any assignment must be done in a manner consistent with the Authorizer’s ESP Policies.

I. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of District of Columbia.

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to EVE any of the powers or authority of the Board that are not subject to delegation by the Board under District of Columbia law or the Charter Contract.

K. **Compliance with Law.** The Parties agree to comply with all applicable laws and regulations in their performance of this Agreement.

L. **Dispute Resolution Procedure.** Any and all disputes between the Parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the Parties’ performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration. Such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association, and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the Parties and the arbitrator unanimously accept. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction and shall be binding upon the Parties. Any such judgment shall require a cause opinion as to the final decision and shall be made available to the Authorizer upon request. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitrator to award reasonable attorney fees to the prevailing party, to be paid by the losing party, if awarded.

**The Parties have executed this Agreement as of the day and year first above written.**

**ENTREPRENEURIAL VENTURES IN EDUCATION.**

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

Earl Martin. Phalen, CEO

Dated: \_\_\_\_\_

**HOPE COMMUNITY CHARTER SCHOOL**

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

\_\_\_\_\_, Board President

Dated: \_\_\_\_\_