

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

ROOTS PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2014 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and ROOTS PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

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

WHEREAS, PCSB granted a charter to the board of trustees of ROOTS PUBLIC CHARTER SCHOOL for the establishment of a public charter school, effective on September 1, 1999;

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

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

WHEREAS, PCSB has (i) determined that the Application satisfies the requirements set forth in § 38-1802.12 of the Act, and (ii) approved the Application, thereby renewing the charter of the School Corporation on March 19, 2014, for an additional fifteen years;

WHEREAS, § 38-1802.04(c)(3)(A) of the Act gives broad decision-making authority over school operations to the board of trustees of the School Corporation (“**Board of Trustees**”), including exclusive control over administration, expenditures, personnel, and instructional methods; and

WHEREAS, PCSB and the School Corporation seek to foster a cooperative and responsive relationship;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the parties agree to the following amendments to the original charter petition as follows:

SECTION 1. CONTINUED OPERATION OF SCHOOL

1.1 Charter. A. The School Corporation shall continue to operate a public charter school (the “**School**”) in the District of Columbia in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall constitute the School Corporation’s charter (the “**Charter**”) and shall be binding on the School Corporation, the School, and PCSB.

B. Pursuant to § 38-1802.03(h)(2) of the Act, only the following documents comprise the School’s Charter and are attached hereto:

- (i) The School’s statement regarding the mission and goals of the School and the manner in which the school will conduct any district-wide assessments [Sections 2.1 and 2.3 below];
- (ii) Proposed Rules and Policies for Governance and Operation of School Corporation [Attachment A];
- (iii) Articles of Incorporation and Bylaws [Attachment B];
- (iv) Procedures to Ensure Health and Safety of Students and Employees [Attachment C];
- (v) Assurance to Seek, Obtain, and Maintain Accreditation [Attachment D];
and
- (vi) Relationship Between School and Employees [Attachment E].

The School Corporation shall provide PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall not be required to provide PCSB a petition for a charter revision for any proposed changes to its Articles of Incorporation, Bylaws, or Rules and Policies for Governance, or changes in its accrediting body.

1.2 Effective Date and Term. The Charter Renewal, the petition for which was approved on [March 19, 2014], shall commence on the effective date of this Agreement and shall continue for a term of fifteen (15) years unless renewed, revoked, or terminated in accordance with Sections §§ 38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement.

SECTION 2. EDUCATIONAL PROGRAM

2.1 Mission Statement.

A. The School Corporation shall operate the School in accordance with its mission statement: **The mission of the Roots Public Charter School is to offer a culturally relevant (African-Centered) and academically stimulating curriculum. We seek to promote and secure the connection of mother Africa within our children; Prepare students to break the chains of psychological conditioning that attempts to keep them powerless in all phases of**

society; Provide students with a strong African-Centered learning environment; Guide students toward academic excellence, exemplary character, and social responsibility; Encourage success leading to self-reliance and economical, social, and political contributions to society.

B. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School’s mission.

2.2 Age-Grade. **A.** Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year of renewal (16th year of operation) in the 2014-15 school year, the School shall provide instruction to students in pre-kindergarten-three through eighth grade. Starting in the 2015-16 school year, the School shall provide instruction for students in pre-kindergarten-three through fifth grade in accordance with Attachment K. **“Academic Year”** shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

B. The School Corporation shall provide PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act in order to instruct students in any other age/grade.

2.3 Goals and Academic Achievement Expectations. The School has selected the following as its goals and academic achievement expectations:

- Roots PCS will continue to demonstrate a commitment to serving students with disabilities by completing the Public Charter School Board’s Quality Assurance Review (“QAR”) in the fall of 2014. Roots PCS will create a Special Education QAR Action Plan in collaboration with PCSB staff, and achieve “in place” for all indicators of the QAR by the end of the spring of 2016 and until its next five-year review school year 2018-2019 and beyond.
- ELA Growth PK3&4 – At least 75% of pre-kindergarten students will meet or exceed widely held expectations of growth from the fall to the spring administration of the GOLD literacy assessment.
- ELA Growth K-2 – At least 75%of students in kindergarten through second grade will increase by at least one reading level or maintain proficiency by the spring administration of the Scholastic Reading Assessment (SRA) reading mastery test.
- ELA Achievement K-2 – At least 75% of first and second grade students will score proficient on the Scholastic Reading Assessment (SRA) reading mastery test.
- ELA Achievement 3-8, The percent of students scoring proficient or advanced overall in grades 3-8 on the state reading assessment will meet or exceed the state average..
- Math Growth PK3 & 4, At least 75% of PK students will meet or exceed widely held expectations per the growth report from the fall to the spring administration of the GOLD math assessment.

- Math Growth K-2, At least 75% of students will advance one level or maintain proficiency on the My Math math assessment.
- Math Achievement 3-8, The percent of students scoring proficient or advanced overall in grades 3-8 on the state math assessment will meet or exceed the state average.

In addition, the School has selected the following mission specific goal: In guiding students toward academic excellence, exemplary character, and social responsibility, students in grades 4 through 8 will participate in citywide competitions via the Spelling Bee, Geography Bee, and Science Fair. Certificates or other evidence of student participation and progress toward this goal will be reported in our annual reports.

A. The School Corporation shall conduct district wide assessments for its students and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

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

C. If the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section 2.3.

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

2.5 Students with Disabilities. **A.** The School Corporation shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

B. Pursuant to § 38-1802.10(c) of the Act, the School Corporation shall elect to be treated as a local educational agency (“LEA”) or a District of Columbia Public School for the purpose of providing services to students with disabilities. The School Corporation has elected to

have DCPS as its LEA for special education. In the event that the School Corporation decides to change its LEA status, it shall notify PCSB of its election in writing at least thirty (30) days prior to the first day of the Academic Year.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location. **A.** The School shall be located at 15 Kennedy St. NW, Washington, D.C., 20011 (the “**School Property**”).

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

3.2 Enrollment. **A.** Enrollment in the School shall be open to all students of ages or in grades as set forth in Section 2.2 above who are residents of the District of Columbia. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by § 38-1802.06 of the Act. The School Corporation shall determine whether each student resides in the District of Columbia according to guidelines established by the D.C. Office of the State Superintendent of Education (“**OSSE**”).

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in Attachment G and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random selection process to PCSB (see Attachment G) and shall provide notice to PCSB if there are material changes made to the current random selection process. The School Corporation shall provide PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of PCSB staff, and its agents in connection with the proposed changes.

C. The School shall maintain an enrollment of no more than 120 students substantially in accordance with Schedule I. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three months before the requested change date with (i) evidence that (a) the School Property

has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase; (ii) a revised Attachment K; and (iii) such other items as PCSB may request.

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

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

C. The School Corporation shall report any student expulsions or suspensions to PCSB in accordance with PCSB's stated policies and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data for each campus separately.

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

3.5 Operational Control. **A.** Pursuant to § 38-1802.04(c)(3) of the Act, the School Corporation shall exercise exclusive control over its expenditures, administration, personnel and instructional methods subject to limitations imposed in § 38-1802.04 of the Act.

B. Pursuant to § 38-1802.04(b) of the Act, the School Corporation shall have the following powers consistent with the Act and the terms of this Agreement:

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as the School's facilities;
- (iii) to receive and disburse funds for School purposes;
- (iv) subject to § 38-1802.04(c)(1) of the Act; to make contracts and leases including agreements to procure or purchase services, equipment, and supplies;

- (v) subject to § 38-1802.04(c)(1) of the Act, to secure appropriate insurance;
- (vi) to incur debt in reasonable anticipation of the receipt of funds from the general fund of the District of Columbia or the receipt of federal or private funds;
- (vii) to solicit and accept any grants or gifts for School purposes;
- (viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in the public charter school's own name.

3.6 Accreditation. **A.** The School Corporation shall maintain accreditation from an appropriate accrediting agency as set forth in § 38-1802.02(16) of the Act (see Attachment D).

B. The School Corporation shall provide PCSB with a written request for approval for any proposed changes to the School's accreditation.

3.7 Nonsectarian. The School Corporation and the School shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

SECTION 4. GOVERNANCE

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

4.2 Corporate Purpose. The purpose of the School Corporation as set forth in its articles of incorporation shall be limited to the operation of a public charter school pursuant to § 38-1802.04(c)(16) of the Act.

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

B. Pursuant to § 38-1802.04(c)(10) of the Act, the Board of Trustees shall provide PCSB with written a request for approval of any material change(s) to its articles of incorporation or bylaws within three (3) months of the effective date of such change.

4.4 Composition. Pursuant to § 38-1802.05 of the Act, the Board of Trustees of the School Corporation shall consist of an odd number of members, with a minimum of three (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending the School, and the majority of whom shall be residents of the District of Columbia.

4.5 Authority. Pursuant to § 38-1802.05 of the Act, the Board of Trustees shall have the final decision-making authority for all matters relating to the operation of the School, consistent with

this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Trustees from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Trustees shall (i) set the overall policy for the School; (ii) be responsible for overseeing the academic and fiscal integrity of the School; and (iii) assure the School's compliance with this Agreement and the Act.

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

5.1 Financial Management. The School Corporation shall operate in accordance with Generally Accepted Accounting Principles (“GAAP”) and other generally accepted standards of fiscal management and sound business practices to permit preparation of the audited financial statements required in § 38-1802.04(c)(11) of the Act. The School Corporation's accounting methods shall comply in all instances with any applicable governmental accounting requirements.

5.2 Tuition and Fees. The School Corporation shall not charge tuition to any student, other than a non-resident student in accordance with § 38-1802.06(e) of the Act, unless such student would otherwise be liable for tuition costs under the Act. The School Corporation may charge reasonable fees or other payment for after school programs, field trips, or similar student activities.

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

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

B. The School Corporation shall follow the requirements of §38-1802.04(c)(1) of the Act for contracts entered into with a third party for the management of the School, other than the third party designated in its petition (a “**School Management Contract**”). The School Corporation shall submit a written request for approval to PCSB before canceling; terminating; or materially amending, modifying, or supplementing any contract entered into with a third party for the management of the School, other than the third party designated in its petition (a “**School Management Contract**”); however, such a request shall be deemed approved unless PCSB notifies the School Corporation within sixty (60) days of submission of a request for approval that the request has been denied and the reason(s) for denial.

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

D. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that PCSB has no responsibility for the debts or action of the School Corporation or the School. The School Corporation shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

5.5 Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. The Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary, subject to the availability of such insurance on commercially reasonable terms. The School Corporation’s current insurance certificate (See Attachment I) has been submitted to PCSB.

5.6 Tax-Exempt Status. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia.

5.7 Enrollment and Attendance Records. A. The School Corporation shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Section 7 below.

B. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit distinct and unique enrollment and attendance records to PCSB and in state and federal reports.

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

SECTION 6. PERSONNEL

6.1 [Relationship](#). All employees hired by the School Corporation shall be employees of the School and, pursuant to § 38.1802.07(c) of the Act, shall not be considered to be an employee of the District of Columbia government for any purpose.

6.2 [Hiring](#). The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School Management Contract. From time to time as established by the School Corporation, the School Corporation shall conduct random background checks on each employee and each person who regularly volunteers at the School more than ten hours a week, but at a minimum once every two years.

SECTION 7. REPORTING REQUIREMENTS

7.1 [Annual Reports](#). The School Corporation shall deliver to PCSB, by a date specified by PCSB, an annual report in a format acceptable to PCSB which shall include all items required by § 38-1802.04(c)(11)(B) of the Act (the “**Annual Report**”). The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards, indicators, targets, or any other basis for measuring the School’s performance as PCSB may request. The School Corporation shall permit any member of the public to view such report on request.

7.2 [Audited Financial Statements](#). As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, the School Corporation shall deliver to PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act in accordance with GAAP and government auditing standards for financial audits issued by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

7.3 [Quarterly Financial Reports](#). Unless otherwise notified by PCSB, the School Corporation shall prepare and submit to PCSB within thirty days after the end of each calendar quarter the balance sheet of the School Corporation at the end of such quarter and the related statements of income and cash flows of the School Corporation for such quarter and for the period from the beginning of the then current Academic Year to the end of such quarter, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (1) notes to the balance sheet describing the financial status of the School Corporation including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for such quarter and for the period from the beginning of the then current Academic Year to the end of such quarter. These reports may include supplemental schedules as required by PCSB.

7.4 [Budget](#). No later than June 1 of each Academic Year, the School Corporation shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and

cash flow projections (collectively, a “**Budget**”) for the next succeeding Academic Year. The School Corporation’s initial Budget shall be in accordance with the Budget submitted with its Petition to PCSB. If PCSB has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded in writing, the School Corporation may only implement a Budget with the prior written approval of PCSB. PCSB may specify the format and categories and information contained in the Budget.

7.5 [Enrollment Census](#). Pursuant to § 38-1802.04(c)(12) of the Act, the School Corporation shall provide to OSSE student enrollment data required by OSSE to comply with § 38-204 of the District of Columbia Code. Such report shall be in the format required by OSSE for similar reports from District of Columbia Public Schools, and all counts of students shall be conducted in a manner comparable to that required by OSSE for enrollment counts by District of Columbia Public Schools.

7.6 [Attendance Data](#). No later than fifteen (15) days after the end of each month during the Academic Year and during summer school, if offered, the School Corporation shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for the School using attendance management reporting software identified by PCSB. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit to PCSB distinct and unique attendance data.

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

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

7.9 [Events of Default](#). The School Corporation shall promptly report to PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation or the School including: (i) any claim there has been a material breach of any contract that affects the operation of the School; (ii) any claim or notice of a default under

any financing obtained by the School Corporation; and (iii) any claim that the School Corporation has failed to comply with the terms and conditions of any Authorizations required to operate the School. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the School Corporation's intended response.

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

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

7.12 [Reports Required by the Act](#). The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide PCSB with a copy of each such report at the time the School Corporation provides the report as required by the Act.

SECTION 8. COMPLIANCE

8.1 [Compliance With Applicable Laws](#). The School Corporation shall operate at all times in accordance with the Act and all other applicable District of Columbia and federal laws subject to the limitations in Sections 8.2 and 8.3 below or from which the School Corporation is not otherwise exempt, and District of Columbia and federal provisions prohibiting discrimination on the basis of disability, age, race, creed, color, gender, national origin, religion, ancestry, sexual orientation, gender identification or expression, marital status, or need for special education services.

8.2 [Waiver of Application of Duplicate and Conflicting Provisions](#). Pursuant to § 38-1802.10(d) of the Act, no provision of any law regarding the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to the School Corporation or PCSB to the extent that the provision duplicates or is inconsistent with the Act.

8.3 [Exemption From Provisions Applicable to D.C. Public Schools](#). Pursuant to § 38-1802.04(c)(3)(B) of the Act, the School Corporation shall be exempt from District of Columbia statutes, policies, rules, and regulations established for the District of Columbia Public Schools by OSSE, Board of Education, Mayor, or District of Columbia Council, except as otherwise provided in the Charter or in the Act.

8.4 [Cooperation](#). The School Corporation shall, and shall cause its Board of Trustees, officers, employees, and contractors to, cooperate with PCSB, its staff, and its agents in connection with PCSB's obligations to monitor the School Corporation.

8.5 [Access](#). Upon reasonable notice, the School Corporation shall grant to PCSB, its officers, employees, or agents, access to the School Corporation’s property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees, or agents, including allowing site visits as PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with § 38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School and School Corporation.

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

8.7 [Administrative Fee](#). The School Corporation shall pay annually to PCSB, no later than November 15 of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of PCSB. Notwithstanding the foregoing, PCSB shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the fall allocation of its annual Academic Year funding from the government of the District of Columbia by such date provided that the School Corporation pays PCSB such fee within five (5) business days of the School Corporation’s receipt of such funding.

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 [Charter Renewal](#). The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to the terms of the Act. If such renewal is granted by PCSB in accordance with the Act, PCSB and the School Corporation shall (i) renew this Agreement with amendments satisfactory to PCSB and the School Corporation; or (ii) enter into a substitute agreement satisfactory to PCSB and the School Corporation.

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

B. Pursuant to § 38-1802.13 of the Act, PCSB shall revoke the Charter if PCSB determines that the School (i) has engaged in a pattern of nonadherence to generally accepted

accounting principles; (ii) has engaged in a pattern of fiscal mismanagement; or (iii) is no longer economically viable.

C. If the School Corporation operates two or more campuses under the Charter, PCSB has the authority to propose revocation of the School or any of its campus locations pursuant to this Section 9.2.

9.3 Termination. This Agreement shall terminate upon Charter revocation or nonrenewal or relinquishment; or by mutual written agreement of the parties hereto.

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

B. If PCSB elects to place the School or one of the School's campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide PCSB a written request for approval five (5) business days prior to taking any of the following actions: (i) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits, or obligations under any such School Management Contract in any material respect.

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

B. In the event of dissolution, PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan for (i) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (ii) discharge the School Corporation's debts; and (iii) distribute any remaining assets in accordance with § 38-1802.13a of the Act.

SECTION 10. OTHER PROVISIONS

10.1 [Applicable Law](#). This Agreement and the Charter and the rights and obligations of the parties hereunder shall be governed by, subject to, construed under, and enforced in accordance with, the laws of the District of Columbia, without regard to conflicts of laws principles.

10.2 [Failure or Indulgence Not Waiver; Remedies Cumulative](#). No failure or delay on the part of PCSB in the exercise of any power, right, or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

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

10.4 [Entire Agreement; Amendments](#). This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that Attachments A-E which constitute the School Corporation's Charter can only be modified or amended through Petition for Charter Revision subject to 1.1(B) of this agreement, except that Attachments A, B, and E require only PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

10.5 [Severability](#). In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

10.6 [Assignment](#). The Charter runs solely and exclusively to the benefit of the School Corporation and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

10.7 [No Third Party Beneficiary](#). Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement. "Person" shall mean and include natural persons, corporations, limited liability

companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

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

10.9 Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party drafted the underlying document.

10.10 Dispute Resolution. Neither PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-180213 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement.

10.11 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to PCSB:

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

If to the School Corporation:

_Roots Public Charter School
_15 Kennedy St. NW
Washington, D.C. 20011
Attention: Gilda Sherrod Ali
Email: ali1950@aol.com
Telephone: (202-)882-8073 or 544-2299

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

ROOTS PUBLIC CHARTER SCHOOL

Bernida Thompson
By:

Title: Principal Founder

Date: 6-16-14

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**

J. H. [Signature]
By:

Title:

Date:

ATTACHMENTS

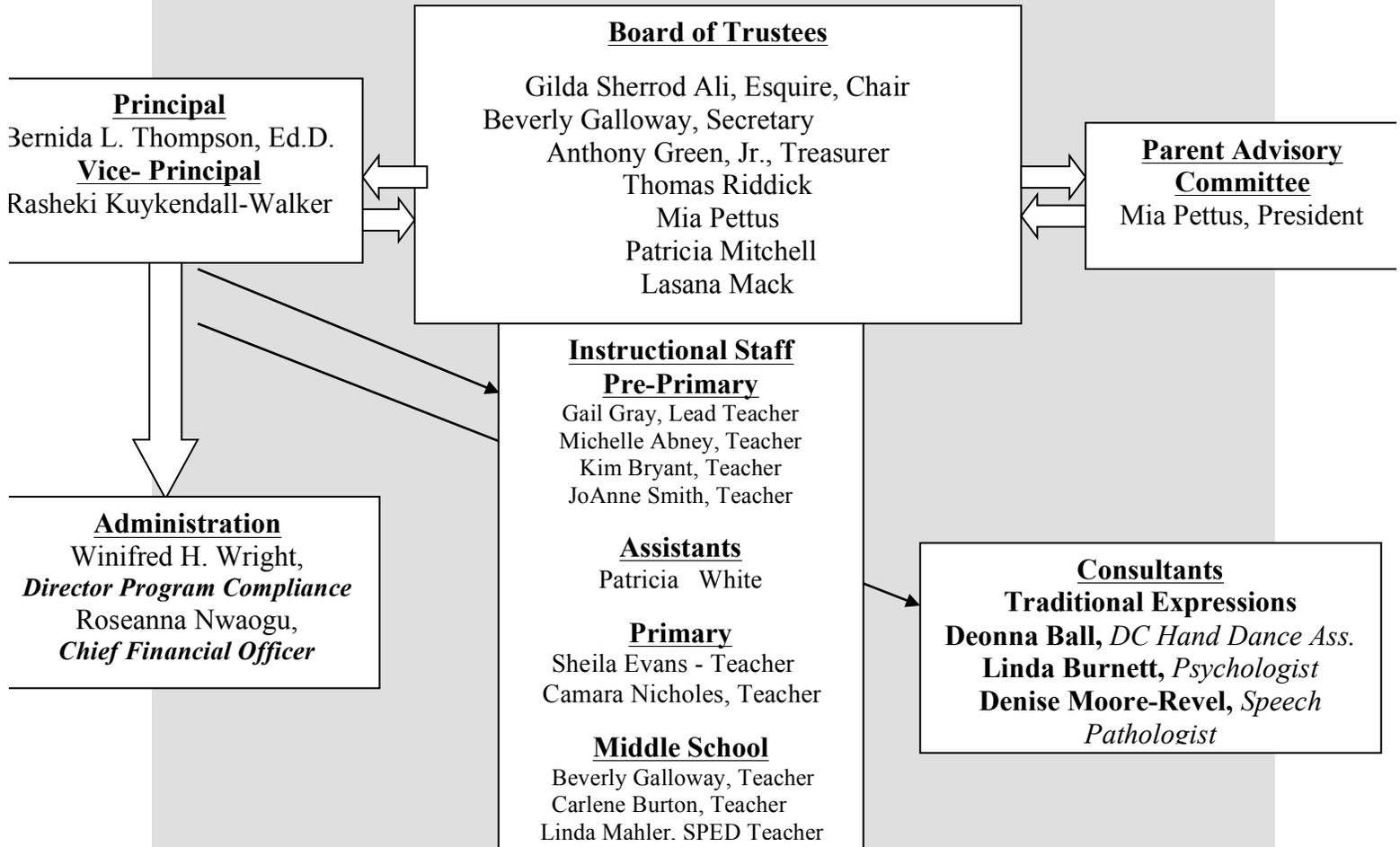
ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Disciplinary Policies
ATTACHMENT I	Insurance Requirements
ATTACHMENT J	Key Personnel
ATTACHMENT K	Maximum Enrollment Schedule

ATTACHMENT A

Founders
Bernida Thompson
Patricia Jacobs
Jennifer Gibbs-Phillips

ROOTS PUBLIC CHARTER SCHOOL

ORGANIZATIONAL FLOWCHART



Attachment A: Rules and Policies for Governance and Operation of the School Corporation

The role of the Board of Trustees is to set and monitor policy of the school corporation, as well as raise money for the school corporation. They are the legal body accountable to the chartering authority. The Board hires the Principal to operate the school on a daily basis, and relies on the Principal to keep them abreast of the operations, the instructional staff, consultants, parents, students, and other administrators. The Principal as well as the Chief Financial Office report to the board. The Board meets quarterly (August, November, February, and May). The duties of the officers of the Board of Trustees, as well as the rules and policies for governance are outlined in detail in the By-laws.

The Principal's role is to provide students with a strong African Centered learning environment with dynamic teachers and experiences. The principal interviews and recommends the hiring and the dismissal of the staffing for the school and makes sure the school operations are performed ethically and efficiently. The Principal is an instructional leader as well as an organizational leader.

Other administrators perform various administrative duties as set by the needs of the Principal. Examples of these duties are attendance, school lunch reports, and any other reports mandated by the chartering authority, OSSE, or the National School Lunch Program.

Instructional staff and consultants are tasked with teaching and guiding the students toward academic excellence, exemplary character, and social responsibility. They are tasked with facilitating the production of worker-leaders who can and will work effectively and collectively with others so as to provide future economic, social, and political contributions to the African diaspora and the worldwide society .

All of the Roots parents compose the Parent Advisory/Action Council (PAC), which reports to the Principal. The PAC is a working body set up to give positive advice and constructive support to the school for the good of the students. Exact duties and responsibilities of parents and PAC are outlined in the Parent/Student Handbook.

AMENDMENT OF ARTICLES OF INCORPORATION

OF

ROOTS PUBLIC CHARTER SCHOOL, INC

TO: Department of Consumer and Regulatory Affairs
Corporations Division, 614 H Street N.W.
Washington, D.C. 20001

This is to certify:

ROOTS PUBLIC CHARTER SCHOOL, INC., a District of Columbia nonprofit, non stock corporation having its principal office at 15 Kennedy Street, N.W., Washington, D.C. 20011 (hereafter referred to as the "Corporation") hereby certifies to the D.C. Department of Consumer and Regulatory Affairs, Corporations Division ((hereafter referred to as the "Department") that:

FIRST: The Corporation desires to amend its Articles of Incorporation as currently in effect in accordance with the Nonprofit Corporation Act of the District of Columbia, as hereinafter provided. The provisions set forth in these articles of Amendment and Restatement are all the provisions of the Articles of Incorporation of the corporation as currently in effect.

SECOND: By formal action unanimously taken by the Board of Directors pursuant to and in accordance with the Nonprofit Corporation Act of the District of Columbia (there being no stockholder of the corporation), the Board of Directors duly approved said ARTICLES OF AMENDMENT and authorized the Principal to cause them to be filed.

THIRD: The period of existence and duration of the Corporation shall be perpetual.

FOURTH: The post office address of the principal office of the Corporation is 15 Kennedy Street, N.W., Washington, District of Columbia, 20011.

FIFTH: The Corporation is organized exclusively for charitable, educational and scientific purposes, including, the establishment and management of a public school for the education of children in kindergarten, elementary and secondary grade levels; for such purpose, the making of distributions to corporations under section 501©(3) of the Internal Revenue Code (or the corresponding section of any future Federal tax code.)

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of section 501©(3) purposes. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, in opposition to, any candidate for public office.

Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal Income tax under Section 501©(3) of the Internal Revenue Code (or corresponding section of any future Federal tax code.) or (b) by a corporation, contributions to which are deductible under Section 170©(2) of the Internal Revenue Code (or corresponding section of any future Federal tax code.)

SIXTH: DISSOLUTION :

(A) The Corporation shall dissolve if the charter for the charter school has been revoked, has not been renewed, or has been voluntarily relinquished;

(B) Any assets to be distributed pursuant to a plan of distribution under § 29-301.48(3) shall be transferred to the State Education Office of the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships and used solely for education purposes.-(D.C. Code § 38-1802.13a(c)).

(C) When, and if, (sub-section)B is no longer applicable, upon the dissolution of this Corporation net assets of the corporation remaining after payment and satisfaction of its proper debts and liabilities shall be distributed for one or more exempt purposes within the meaning of Section 501©(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or shall

be distributed to the federal government, or to a state or local government, for a public purpose.

SEVENTH: The Corporation shall not have members.

EIGHTH: The Corporation shall not be authorized to issue any capitol stock.

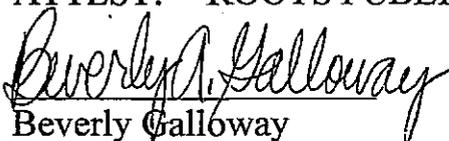
NINTH: The name and post office address of the resident agent of the Corporation is Dr. Bernida Thompson, Principal, 6425 N. Capitol Street, N.E., Washington, District of Columbia, 20012.

TENTH: The number of directors of the Corporation shall be at least five (5) which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three. The manner of election or appointment of directors shall be provided in the By-Laws.

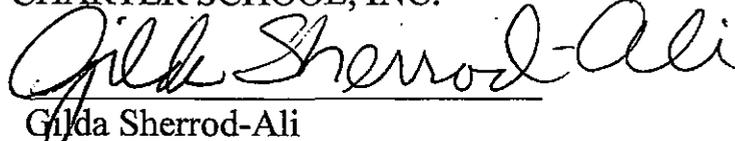
ELEVENTH: The Corporation shall provide indemnification for its officers and directors to the fullest extent permitted by the Nonprofit Corporation Act of the District of Columbia and any other relevant laws and regulations.

IN WITNESS WHEREOF, Roots Public Charter School, Inc., has caused these presents to be signed in its name and on its behalf by the chairperson of its Board of Directors, Gilda Sherrod-Ali, on this day of April, 2014 and acknowledges that these articles of Amendment are the act and deed of Roots Public Charter School, Inc., and under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST: ROOTS PUBLIC CHARTER SCHOOL, INC.


Beverly Galloway

Secretary, Board of Directors


Gilda Sherrod-Ali

Chairperson, Board of Directors

CERTIFICATION OF STATEMENT

ROOTS PUBLIC CHARTER SCHOOL, INC

I certify that the attached ARTICLES OF AMENDMENT are a true, correct and complete copy of the document that was unanimously adopted by the governing body and was submitted to the Department of Consumer and Regulatory Affairs, Corporations Division, District of Columbia on the 29 day of May 2014.

I agree to submit a copy of the filed and approved ARTICLES OF AMENDMENT to the Internal Revenue Service upon their request.



5/29/14

Signature of Officer

Title

Date

ATTACHMENT B

**BY-LAWS
OF
ROOTS PUBLIC CHARTER SCHOOL, INCORPORATED**

ARTICLE I = OFFICES

The principal offices of the corporation shall be located in the District of Columbia. The corporation may have other offices, either with or without the District of Columbia as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

The corporation shall have and continuously maintain in the District of Columbia a registered office, and a registered agent whose office is identical with such registered office. The registered office may be but not need be, identical with the principal office in the District of Columbia and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II = BOARD OF DIRECTORS

Section 1 = GENERAL POWERS

The affairs of the corporation shall be managed by its' Board of Directors.

Section 2 = Number, Tenure, Qualifications, and Election

The number of Directors shall be at least five and shall not exceed fifteen. Each Director elected by unanimous vote of the incorporators at the organizational meeting and each subsequent Director shall hold office for a period of two years until the annual meeting of the Directors and until his or her successor shall have been elected and until his or her successor shall have been elected by a number of affirmative votes equivalent to the lesser of either a simple majority of those Directors in office as of the time of the annual meeting or seventy five percent (75%) of those Directors present and voting at the annual meeting for the purpose of electing Directors.

Section 3 = ANNUAL MEETINGS

The first annual meeting shall be held on the first Monday in the month of August in the year 1999 at 6:00pm. Subsequent annual meetings shall be held on the second Monday of August in each year, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

If the day fixed for the annual meeting shall be a legal holiday in the District of Columbia, such meeting shall be held on the next succeeding business day.

If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Directors as soon thereafter

as conveniently may be called.

Section 4 = REGULAR MEETINGS

The Board of Directors may provide by resolution the time and place, either within or without the District of Columbia, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 5 = SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson, or any three (3) Directors. The person or persons authorized to call special meetings of the Board may fix any place within the District of Columbia for holding any special meeting of the Board called by them provided that the notice of any special meeting shall specify briefly the purpose for which that meeting is to be called.

Section 6 = NOTICE

Notice of any special meeting of the Board of Directors shall be given at least three (3) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his or her address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid.

If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objection to the transaction of any business because the meeting is not lawfully called or convened.

Section 7 = QUORUM

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 8 = MANNER OF ACTING

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 9 = VACANCIES

Any vacancy occurring on the Board of Directors or any directorship to be filled by reason of an increase in the number of Directors pursuant to these By-Laws, shall be filled promptly by the Board of Directors in the same manner prescribed for the election of Directors at the annual meeting in these By-Laws.

Section 10 = COMPENSATION

Directors shall not receive any stated salaries for their services as Directors, nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore and expenses in connection therewith.

ARTICLE III = OFFICERS

Section 1 = Officers

The officers of the corporation shall include a Chairperson of the Board, Vice Chairperson of the Board, a Secretary, a Treasurer, and such other officers as may from time to time be created by the Board of Directors or in accordance with Section 2 hereof. The same person may serve as both Secretary and Treasurer.

Section 2 = Subordinate Officers

The Board of Directors from time to time may appoint a Principal of the school, and such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board of Directors from time to time determine.

Section 3 = Appointment and Term of Office

Each officer (except such offices as may be appointed pursuant to the delegation of power in accordance with Section 2 hereof) may be initially appointed by the Board of Directors at any meeting hereof and shall be appointed thereafter by the Board of Directors at each annual meeting.

Each such officer shall hold office until the close of the appointment of officers at the annual meeting of the Board of Directors next held after his or her appointment and thereafter until his or her successor shall have been appointed and shall qualify, or until his or her death, resignation, or removal.

Section 4 = Resignation

Any officer may resign at any time by delivering a written resignation to the Chairperson of the Board, Vice Chairperson, or the Secretary, which shall not require acceptance.

Section 5 = Removal

Any officer may be removed at any time with cause by a vote of a majority of the Directors then in office, given at a meeting the notice or waiver of notice of which shall have specified the proposed removal. Any such removal shall be without prejudice to the contract rights, if any, of the officers so removed.

Section 6 = Intentionally Left Blank

Section 7 = Chairperson of the Board

The Chairperson shall be appointed by the Board of Directors and shall serve without compensation for his or her services as Chairperson. He or she shall be the Chief Executive Officer and shall preside at all meetings of the Board of Directors and shall be executive office of all committees.

Section 8 = Vice Chairperson

In the absence of the Chairperson or in the vent of his or her inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. Any Vice Chairperson shall perform such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board of Directors.

Section 9 = President and Principal of School

The President shall be the Principal of the School and shall be the chief administrative officer of the corporation and shall supervise and control all of the business affairs of the corporation. He or she shall be ex officio a member of the Board of Directors but shall not have any voting rights thereon. He or she may sign, at the direction of the Chairperson or the Board of Director, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deed, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other office or agent of the corporation; and in general he or she shall perform all duties incident to the office of President or the office of Principal and such other duties as may be prescribed by the Board of Directors from time to time.

Section 10 = Treasurer

Bonding is waived for the Treasurer. The cost of such bond would be borne by the corporation. He or she shall have securities of the corporation; receive and give receipt for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provision of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board of Directors.

Section 11 = Secretary

The secretary of the corporation shall keep the minutes of the meetings of the Board of Directors in one or more books provided for the purpose for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporation records and of the seal of the corporation and see that the corporation seal is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provision of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board of Directors.

ARTICLE IV = COMMITTEES

Section 1 = Executive Committee

The Board of Directors, by resolution adopted by a majority of Directors, shall select, in addition to the Chairperson, Secretary, and Treasurer, no less than one of its Directors to constitute an Executive Committee which shall possess and may exercise all the powers of the Board of Directors, not inconsistent with these By-Laws (other than the power to add to, amend, or repeal these By-Laws) in all cases in which specific directions shall not have been given by the Board of Directors.

The Executive Committee shall not have the authority to elect, appoint or remove any Director of such committee or any Director or officer of the corporation; amend the Articles of Incorporation; adopt a plan of merger or adopt a plan of consolidation with another corporation; authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorize the voluntary dissolution of the corporation or revoke proceedings there fore; adopt a plan for distribution of the assets of the corporation; or amend, alter or repeal any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.

In every case the presence of not less than a majority of the Executive Committee shall be necessary and sufficient to constitute a quorum for the transaction of business. Each member of the Executive Committee shall serve until the next annual meeting of the Board of Directors following his or her appointment unless he or she shall have been removed from the Executive Committee by a resolution adopted by a majority of

the Directors in office a meeting at which a quorum is present.

Section 2 = Other Committees

Other committees not having an exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, the Chairperson of the Board shall appoint the members thereof. Any member of a committee may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interest of the corporation shall be served by such removal.

Section 3 = Term of Office

Each member of a committee shall continue as such until the next annual meeting of the Directors of the corporation and until his or her successor is appointed unless the committee shall be sooner terminated, or unless such member is removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4 = Chairperson

One member of each committee shall be appointed Chairperson by the person or persons authorized to appoint the members thereof.

Section 5 = Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 6 = Quorum

Unless otherwise proved in the resolution of the Board of Directors designating a committee, a majority of the committee shall constitute a quorum and the act of a majority of the members present at the meeting a which a quorum is present shall be the act to the committee.

Section 7 = Rules

Each committee, including the Executive Committee, may adopt rules for its' own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE V = CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1 = Contracts

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officer so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority maybe general or confined to specific instances.

Section 2 = Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by solution of the Board of Directors.

Section 3 = Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may be resolution select.

Section 4 = Gifts

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for any purpose not inconsistent with the Articles of Incorporation or By-Laws of this corporation.

ARTICLE VI = BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of it's Board of Directors, and committees having any of the authority of the Board of Directors. All books and records of the corporation may be inspected by any Directory, or his or her agent or attorney for any proper purpose a any reasonable time.

ARTICLE VII = FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October (1st) and end on the last day of September (30th) of each year.

ARTICLE VIII = WAIVER OF NOTICE

Whenever any notice is required to be given under the provision of the Non-Profit Corporation Act of the District of Columbia or under the provision of the Articles of Incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX = AMENDMENTS OF BY-LAWS

These By-Laws may be altered, amended or repealed or new By-Laws adopted at any regular meeting or at any special meeting of the Board of Directors by a majority of the Directors in office provided that at least ten (10) days written notice is given of intention to alter, amend, or repeal these By-Laws, or to adopt new By-Laws at any such meeting, regular or special.

ADOPTED AND SUBSCRIBED TO THIS 20TH DAY OF MARCH 1999.

Re-typed -May -2001


Gilda Sherrod Ali, Chairperson

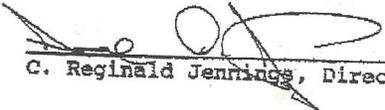
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ADOPTED AND SUBSCRIBED TO THIS 20TH DAY OF MARCH,
1999.


C. Reginald Jennings, Director

ATTACHMENT C

Attachment C: Ensuring the Health and Safety of Students, Employees and Visitors

Roots Public Charter School will comply with all applicable federal and District of Columbia laws in carrying out its mission. Below is a summary of Roots Public Charter School's plans for complying with certain federal and District laws. Recognizing that these laws and regulations are subject to change, Roots PCS will seek to ensure compliance with all applicable laws, whether or not described below. Roots PCS will strive to reach and maintain compliance with these laws through the selection of qualified and knowledgeable Board members, administrators, and other staff; through continuing education of such persons in applicable requirements; through consultation with relevant legal regulatory authorities and relevant associations; through review of practices of similar schools; and through advice of legal counsel, as appropriate.

Healthy and Safety

To ensure the health and safety of students, employees, and guests of the school, Roots PCS will comply with all applicable federal and District of Columbia health and safety regulations and any applicable requirements of the Occupational Safety and Health Administration.

As required by Section §38-1802.04(c)(4) of the DC Code. Roots PCS will submit, before October 15 of each year, a report to the District of Columbia Public Charter School Board that documents that Roots PCS facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia. The report shall be open to public inspection and available upon request. In addition, Roots PCS will submit to all applicable health and safety inspections by government officials, and take all appropriate steps to ensure appropriate air quality ventilation, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with appliance health and safety and building regulations.

In addition to maintaining a safe facility, Roots PCS will take steps to provide required and appropriate health and safety training to its staff. For example, staff may be required to complete annual courses in CPR and First Aid so that they can provide basic care for injuries and sudden illnesses until advanced medical personnel arrive. Also, the school will be equipped with appropriate first aid kits.

In accordance with the DC Code §38-501 et seq. and applicable requirements of the District of Columbia Department of Health, Roots PCS will also require evidence of students' required immunizations and provide information to parents on such requirements in a timely manner.

Safety

Roots PCS will comply with the Americans with Disabilities Act, ensuring that children with disabilities have access to school facilities as required by law. In addition, Roots PCS will comply with all regulations for fire safety under the District of Columbia Fire Prevention Code, DC Code §5-401 et.seq. Roots PCS will provide training to staff and students, develop fire evacuation and safety plans, and plan and execute fire and emergency drills in accordance with all such requirements. Emergency routes will be mapped and posted in each room and fire drills will be performed regularly.

ATTACHMENT D

National Association for the Education of Young Children

Having met the NAEYC Early Childhood Program Standards,

Roots Public Charter School

15 Kennedy Street NW

Washington DC 20011

Program Id 723868

is hereby awarded

NAEYC Accreditation

by the NAEYC Academy for Early Childhood Program Accreditation

08/01/2018

Certificate is valid until date above.

www.naeyc.org/academy
800-424-2460



A handwritten signature in black ink, appearing to read "Jerlean E. Daniel".

Jerlean E. Daniel, Ph.D.
NAEYC Executive Director



Middle States Association of Colleges and Schools
Commissions on Elementary and Secondary Schools
3624 Market Street, 2 West | Philadelphia, PA 19104-2614
Phone: 267-284-5000 | www.middlestates.org

June 16, 2014

Bernida Thompson
Principal
Roots Public Charter School
15 Kennedy Street, NW
Washington DC 20011

Dear Ms. Thompson:

This affirms that Roots Public Charter School has been continuously accredited by the Middle States Association Commissions on Elementary and Secondary School (MSA-CESS) as of November 8, 2002. Since that initial term of accreditation was for five years, expiring May 30, 2008, the school underwent a re-accreditation cycle of self-study and planning, beginning in Spring 2006, involving a team visit in December 2007, and culminating in formal Commissions action of re-accreditation, effective May 1, 2008 through May 1, 2015. That term has since been extended to December 1, 2015, to ensure no lapse in the school's accreditation as it completes the steps of re-accreditation.

The school, which remains accredited in good standing through December 1, 2015, is currently in process of conducting new self-study and planning activities in preparation for hosting a visiting team, already scheduled for April 2015. Assuming all is found to be in order at each step along the way, the school will be presented for action for a seven-year term of accreditation, December 1, 2015 to December 1, 2022, at our Fall 2015 MSA-CESS Commission Meetings, usually scheduled for early October.

Throughout its relationship with MSA-CESS Roots Public Charter School has met all requirements for maintenance of accreditation, including continued adherence to MSA-CESS Standards, timely submission of interim reports, and timely payment of all MSA-CESS financial obligations.

We are proud to partner with Roots Public Charter School in the process of school improvement and look forward to a fruitful continuing relationship.

Sincerely,

Jeanne M. Gallagher

Jeanne M. Gallagher
Manager of Membership Information
PH: 267-264-5053
e-mail: jpgallagher@cess-msa.org

cc: Jane W. Pruitt, MSA-CESS
Henry G. Cram, MSA-CESS

MAINTAINING THE MOMENTUM Annual & Mid-Point Reviews

Introduction

When a school is granted accreditation through the Middle States Association, the accreditation action includes several conditions that must be met for the school to retain its accredited status throughout the term of accreditation. These conditions include the expectation that the school will:

1. Continue to meet the Middle States **Standards** for Accreditation.
 2. Comply with all policies of the Middle States Commission that granted the accreditation.
 3. Notify the Commission prior to making any substantive changes to the goals for which your school received accreditation.
 4. Make a good faith effort to implement your school's improvement plan and to achieve its performance objectives.
 - * 5. Utilize this **Maintaining the Momentum** document to conduct and record the **Annual Review Report**.
 - * 6. Pay annual membership dues and any application fees.
 7. Nominate members of your school's professional staff who meet the qualifications for and are willing to serve on an evaluation team. Commission Policy 3.2 requires each school to release at least one staff person per year, when requested, to serve on an evaluation team.
 - * 8. During the fourth year of the accreditation term, the school must submit a **Mid-Point Review**.
 - * 9. In the sixth year of your accreditation term, begin a self-study to prepare for re-accreditation and the next team visit.
-



"Building Trust in Education"

Middle States Association of Colleges & Schools

Commission on Elementary Schools
One Belmont Avenue • Suite 618 • Bala Cynwyd, PA 19004-1609 • U.S.A.
Phone: 610-617-1100 • Fax: 610-617-1106 • www.ces-msa.org

May 1, 2008

OFFICIAL NOTICE OF ACCREDITATION

Dr. Bernida Thompson
Principal
Roots Public Charter School
15 Kennedy Street, NW
Washington DC 20011

Dear Dr. Thompson:

On behalf of the Commission on Elementary Schools of the Middle States Association of Colleges and Schools, it is my pleasure to notify you formally that the Commission has approved the continuance of Roots Public Charter School, grades 1-8, as an accredited member for a period not to exceed ~~seven years~~ ending May 1, 2015. During this period, the school will be expected to continue to meet the Commission's standards and to assume the obligations of the accreditation maintenance.

Conditions and terms for accreditation maintenance are defined in the enclosed memorandum. The school is required to conduct an annual review of its progress for each of the years within its accreditation term. The results of these reviews are to be documented and made available to the onsite visitor during the mid-point visit. The annual reviews do not need to be sent to the Commission. During the ~~third year of accreditation~~, a Mid-Point Visitor will be appointed to conduct a one-day, onsite visit to assess progress and offer the school commendations and recommendations. The Mid-Point Visitor will report his/her findings to the Commission.

On behalf of the Middle States Association, please accept sincere congratulations on the continued recognition of your school as an accredited member of the Middle States Association of Colleges and Schools. The professional staff of the Commission will be happy to be of service to you and your school at any time.

Sincerely,

F. Laird Evans, Ed.D.
President
Commission on Elementary Schools

FLE/jmw

The Middle States Association of Colleges & Schools is a non-profit association serving early age, elementary, middle, secondary, and higher education institutions through school improvement services including self-study, evaluation, and accreditation.



SECTION H: TEAM FEE INVOICE

**INVOICE FOR CSS/CES EVALUATION PREPARATION FEE
FOR 2014-2015 TEAM VISITS**

Middle States Association of Colleges and Schools Federal Tax ID #23-2786118

DATE: February 2014

TO: Roots Public Charter School
15 Kennedy Street, NW
Washington DC 20011

Invoice #: 1415JMGAPPEVAL- 89DC

DESCRIPTION OF FEE

The Evaluation Preparation Fee covers costs associated with volunteer identification and training and the added staff support needed to guide the school through the self-study phase and the document review phase of the accreditation process leading to Commission action on accreditation.

**Applications for Evaluation must be accompanied by payment of the
Evaluation Preparation Fee.**

No Application for Evaluation will be processed without payment of the fee.

EVALUATION PREPARATION FEE \$550.00

- 525) Make check payable to "Middle States Association"
- 526) Send check with the completed Application for Evaluation (4 pages, total)
- 527) Keep a copy of the completed application for your records
- 528) Return the completed application, with check, to:

MSA- CES App for Eval (JMG)
Middle States Association
3624 Market Street-2 West
Philadelphia PA 19104



Middle States Association of Colleges and Schools

Commissions on Elementary and Secondary Schools
 3624 Market Street, 2 West | Philadelphia, PA 19104-2614
 Phone: 267-284-5000 | www.middlestates.org

SECTION D: DATE SELECTION Please read and follow directions carefully

CYCLE PREFERENCE- CHECK ONE INDICATING PREFERENCE FOR FALL VISIT OR SPRING VISIT	<ul style="list-style-type: none"> ➤ All schools, both initial accreditations and re-accreditations, should provide dates for Fall 2014 and Spring 2015, <u>6 sets of dates</u>, total. ➤ All schools should indicate either a fall or spring preference. ➤ Dates are awarded on first come, first serve basis. ➤ All visits are an evening and three days, usually beginning on a Sunday or a Tuesday. ➤ Date choices should be made within three distinct weeks. <u>Do not choose different dates in the same week.</u> ➤ Beginning date for fall visits must be between October 20, 2013 and December 2, 2013. ➤ Beginning date for spring visits must be between February 23, 2014 and May 5, 2014. ➤ When choosing the team dates, please consider the following: <ul style="list-style-type: none"> ▪ the self-study/project portfolio must be ready for distribution to the team at least <u>four weeks</u> prior to the visit ▪ the school must allow sufficient staff preparation time for the team visit ▪ the dates chosen must not conflict with holidays, school events, school trips, or testing 					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">First Choice</td> <td style="width: 33%;">Second Choice</td> <td style="width: 33%;">Third Choice</td> </tr> <tr> <td colspan="3" style="text-align: center;">Please list dates as follows: mm/dd/year. Six choices should be made.</td> </tr> </table>	First Choice	Second Choice	Third Choice	Please list dates as follows: mm/dd/year. Six choices should be made.	
First Choice	Second Choice	Third Choice				
Please list dates as follows: mm/dd/year. Six choices should be made.						
Fall	Fall 2014					
Spring <input checked="" type="checkbox"/>	Spring 2015	April 25 th - 28 th	May 2 nd - 5 th	March 21 st - 24 th		

SECTION E: ACCOMODATIONS Please mark the type of accommodation you anticipate you will be using to house your team. Please note that each team member will require a private room.

hotel/motel bed and breakfast retreat house convent/rectory

other (please describe):

SECTION F: SPECIAL NEEDS

Team size is determined by a number of factors beginning with the enrollment of your school and including such factors as number of buildings, multiple campuses, etc. If you feel that you need to make an adjustment in team size for any reason, please note the reason(s) here:

Please note any other special needs, concerns, or circumstances that you feel we should know in regard to your visit. We will make every attempt to meet your needs:

Please check here if your school is not handicapped accessible:

SECTION G: IN-SERVICE OPPORTUNITY The MSCCESS membership model requires all schools to nominate at least one person to be available for peer review team service each year. The person must be able to travel, stay overnight, and be absent from professional and personal responsibilities for the 3 ½ days of team service. Team service is a wonderful opportunity for professional in-service and growth which has been recognized by the educational community and a variety of state organizations. For schools about to host their own visiting team there is the added benefit of understanding more thoroughly the protocols and expectations of the visiting team and the Commissions. Since you are about to host a team we **strongly encourage** you to send a representative to serve on a peer review team.

Name: <u>Rashiki Kvykendall-Walker</u> Job Title: <u>Vice Principal</u>	Individual's email address: <u>bthompson@rootspcs.org</u> Grade level: <u>PK-8</u>
School code: 89DC	

ATTACHMENT E

Roots Public Charter School Employee Handbook receipt



I acknowledge that I have received and read a copy of the Roots PCS employee handbook. I understand that I am an “at-will” employee, and it is my responsibility to comply with the policies within this handbook and any revisions made to it.

Printed name of Employee: _____

Signature of Employee: _____

Date: _____

INTRODUCTION

Roots Public Charter School is an “at-will” employer. Yet, we will hire and keep teachers who meet the following expectations:

1. Have an educational background and experience in Early Childhood Education or Elementary Education and meet NCLB *Highly Qualified Teacher* mandates.
2. Display a proud and positive attitude toward the school.
3. Enjoy and energetically work creatively to improve the school.
4. Effectively team-teach, conduct individualized instruction, and practice behavior modification techniques.
5. Effectively operate an open-space, multi-level classroom arrangement.
6. Establish a very good record of attendance and punctuality.
7. Attend all PTA meetings, all in-service staff development workshops and support all fund-raisers.
8. Extraordinary educators whose mission is to go the extra mile with an enthusiastic desire to serve on the *Roots* team.

Roots Public Charter School will be supportive of its staff and vows to do everything in its power to provide a pressure free, enjoyable and fulfilling environment in which to work. We will supply equipment and supplies for the staff's access, solicit their involvement, suggestions and input on all levels, and provide advancement for the staff in the way of workshops, resource persons, raises and benefits to the best of our budget.

Roots is an equal opportunity organization committed to non-discriminatory practices in hiring & services rendered based on race, sex, sexual orientation, color, or national origin.

Roots condemns and maintains a *zero tolerance* policy toward any form of student or employee sexual harassment.

Roots reserves the right to require drug testing and police security clearance prior to hiring and/or during employment. *Roots*, also employs *zero tolerance* toward any *alleged* abuse of alcohol or drugs on school property. If any employee is reported or observed to be under the influence of drugs or alcohol, a test may be given and if found positive, the employee will be *immediately* dismissed. Failure to comply with any of these mandates can be cause for immediate suspension or dismissal.

ATTACHMENT F

ATTACHMENT F

Pre-Opening Visit Checklist – New Charter School

**Items may be uploaded into Epicenter*

Governance and Management

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

Staffing

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

Curriculum and Instruction

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

ATTACHMENT F

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

Students and Parents

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

ATTACHMENT F

Operations

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

Facilities, Furnishings and Equipment

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

ATTACHMENT F

Area of Review	Examples of Acceptable Documentation
Systems are in place for student drop-off and pick-up	<ul style="list-style-type: none"> • Clear plans on file for student drop-off and pick-up before school, during school hours, and after school
Classroom furniture is available for instruction (or will be)	<ul style="list-style-type: none"> • School admin confirms that classroom furnishings are appropriate for the school's educational model
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> • School admin confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> • Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building³³
If needed (eg., for a school occupying temporary space), parent permission slips are on file.	<ul style="list-style-type: none"> • Parent permission slips
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> • Certificates of insurance on file at school with coverage in accordance with their charter or meeting the minimum levels recommended³⁴: <ul style="list-style-type: none"> • General Liability - \$1000 per occurrence, \$2000 aggregate • Directors and Officers Liability - \$1000 • Educators Legal Liability - \$1000 • Umbrella Coverage - \$3000; \$5000 if providing transportation • Property/Lease Insurance - 100 percent of replacement cost • Boiler and Machinery Insurance - \$1000 (if appropriate actual loss sustained) • Auto Liability Insurance - \$1000 • Workers Compensation - As required by law

ATTACHMENT G

Attachment G: Roots Public Charter School Random Selection Process

Pursuant to the District of Columbia School reform Act of 1995 (Sec.38-1802.06), enrollment in the public charter schools is open to all students who are residents of the District of Columbia and non-residents who will pay tuition at the rate established by the Office of the Chief Financial Officer if space is available. A public charter school may not limit enrollment based on a student's race, color, gender identity, sexual orientation, religion, national origin, language spoken, intellectual or athletic ability.

The following random selection process, commonly known as an enrollment lottery, will ensure that children in the District of Columbia receive fair and equitable opportunities to enroll in and attend Roots Public Charter School.

The application period for new students to request admission to Roots is the first Monday in May each year. This is our Open House Day when we assemble with prospective parents to discuss and show them our program.

Written public announcements are done via our:

*Brochure *Website *Newsletter *Fliers in the local community (i.e. stores, community centers, ANC meetings, etc.)

As well as by word of mouth from our staff and parents.

Roots PCS grants enrollment preferences in two instances, and they must turn in their application or re-enrollment form two weeks before the May Open House. Siblings of current students will be granted enrollment preference, and current students will be granted enrollment preference.

On the day of the Open House, while parents are in attendance, any grades that have more applications than available seats Roots PCS will ~~constitute~~ conduct a publicly drawn enrollment lottery for those identified seats. This ensures a random selection process. Conversely, all applicants will be accepted in those grades that do not have more applications than available seats. All applications will be dated and parents will sign-in on a numbered waiting list document to ensure that even those who do not get a space that day will be in an ordered sequence to get a space if someone drops out at a later time. Any other applicants that come after the May Open House will sign-in on the waiting list document as they submit their application. All students on this document will be called in order as spaces open for classes.

No student is officially enrolled in the school until all enrollment requirements, including those pertaining to residency verification have been submitted.

ATTACHMENT H

ROOTS PCS STUDENT DISCIPLINE POLICY

Roots Public Charter School is designed to meet specific needs of U.S. African youth. Our main objective is to provide positive, reinforcement and encouragement. Our goal is to groom productive leaders for tomorrow. **Students must be self-motivated, self-disciplined, respectful, and obedient. There will be no corporal punishment of any type. Teaching staff will never use physical punishment i.e. shaking, hitting, pushing and/or kicking. Neither will teachers engage in emotional maltreatment, psychological abuse or coercion. Bullying in ANY form; (social, physical, verbal or cyber) will not be tolerated.** Staff, parents and the school have a role to play in the prevention of *Bullying*, either by the perpetrator or the victim. Any student involved in an altercation will first, have an opportunity to explain their story to the teacher. They will then be counseled before a decision is made to call the parent.

At Roots PCS during *School Hours*, **ANY use of Cell Phones and other electronic devices such as hand-held games is strictly prohibited.** If students are caught with any of these devices, *they will be confiscated and returned only to parents.*

When students are consistently disruptive, disobedient, or disrespectful, the teacher sends a *discipline notice* home. Parents are expected to sign the notice and handle their child's behavior. Upon receiving **three (3)** discipline notices, the student is given a one (1) day "in-school" suspension in which the **parent is to accompany the child to school and control the child's behavior throughout the time of suspension.** With a fourth (4) discipline slip, the "in-school" suspension for the parent and child is three (3) days; after the fifth notice, a week (7) days; then the expulsion process begins. This *Due Process* is outlined in the **RPCS Discipline Plan.** (*Parents receive a copy at Parent Orientation Workshop*) This is because teachers cannot teach when most of their time is spent attempting to *discipline, undisciplined* children.

STUDENTS with DISABILITIES

All Students are subject to disciplinary actions as prescribed by law, including students with disabilities. DCPS is the LEA for Roots PC. We therefore follow the procedural safeguards of DCPS regarding discipline of students with disabilities in accordance with the IDEIA of 2004. Relevant portions of the DC Municipal Regulations (5DCMR Section B25.10) can be found in the **School Discipline Plan.**

Roots PCS maintains high behavioral standards for students. Students must be self-disciplined. Parents must be willing to ensure that their child is obedient, respectful and demonstrates acceptable behavior.

Roots PCS is a small family-centered school with *required* parent involvement. All public charter schools are schools of choice. Parents who choose Roots make a choice by agreeing to these terms of enrollment:

1. We will provide clear rules in a nurturing, learning environment.
2. We will find many opportunities to praise and will try to ignore minor

unacceptable behavior patterns we wish to weaken.

3. In case of disruptive behavior, a clear warning will be given and "time-out" whenever the warning is unheeded.
4. If a child has involved him/herself in excessively deviant behavior, a discipline notice that outlines the offense is sent home to be signed by the parent and returned the next school day.
5. In case of persistent disrespect, disobedience, or dramatic disruption within a day, we reserve the right to have the child picked up immediately by his/her parent. The student cannot return until the parent can spend the day in the classroom (in-school suspension) monitoring the student's behavior.

DRUGS/ALCOHOL/WEAPONS POLICY

Possession and distribution of tobacco, alcohol, and illegal drugs by staff parents and students are strictly prohibited.

Roots Public Charter School fully complies with the *Gun-Free Schools Act of 1994*.

*Absolutely, **NO Weapons** of any type; i.e. guns, knives, razors etc. will be allowed in or around the **Roots Public Charter School**.

*Any student who is found bringing a weapon to school will be **expelled**. The following process will be implemented:

- A) Student's Parent/Guardian will be contacted to come to the school for a disciplinary meeting with the child's teacher and the Principal.
- (B) At the conference, the section outlining (GFSA) in the Roots' *Parent/Student Handbook*, and signed **Behavioral Agreement Contract** will be reviewed.
- (C) **Student will then be referred to the JDS.**
- (D) Four (4) copies of written documentation describing the infraction and consequences will be distributed; 1) parent, 2) student's file, 3) school file, 4) **Juvenile Delinquency System**.

ATTACHMENT I

Roots PCS will maintain insurance coverage for the duration of its charter agreement.

Renewal of Number

RENEWAL CERTIFICATE ***

Direct Bill Policy

POLICY DECLARATIONS

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

No. NDO1010682N

NAMED INSURED AND ADDRESS:

Roots Public Charter School

15 Kennedy Street, N.W.

Washington, DC 20011

POLICY PERIOD: (MO. DAY YR.) From: 09/01/2013 To: 09/01/2014

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Non-Profit Directors and Officers

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NDO1010682M IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

Professional Liability Coverage Part	PREMIUM \$2,274.00
TOTAL:	\$2,274.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: CHARITY FIRST INSURANCE SERVICES (CA) (1060)
1255 Battery Street, Suite 450
San Francisco, CA 94111

Issued: 08/06/2013 12:46 PM

Broker: Mouton Insurance Brokerage

By: 
Authorized Representative

UPC (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NDO1010682N

Effective Date: 09/01/2013

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

The following forms apply to the Professional Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
DO-100	04/07	Coverage Part A. Non Profit Directors and Officers Liability
DO-101	04/07	Coverage Part B. Employment Practices Liability
DO-224	01/94	Sexual Abuse Exclusion Endorsement
DO-283	05/11	Data & Security Endorsement
DO-290	05/10	Fair Labor Standards Act Sublimit Endorsement
DO-291	01/11	Excess Benefit Transaction Excise Tax Endorsement
DO Jacket	09/10	Non Profit Professional Liability Policy
USL-DOJ	03/08	Non Profit Professional Liability Common Conditions

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NDO1010682N

Effective Date: 09/01/2013

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

Roots Public Charter School
15 Kennedy Street, N.W.
Washington, DC 20011

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 09/01/2013 To: 09/01/2014

Coverage Part A: Non Profit Directors and Officers Liability

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$1,000 EACH CLAIM

ITEM V. PREMIUM: \$1,918

Coverage Part B: Employment Practices Liability

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$5,000 EACH CLAIM

ITEM V. PREMIUM: \$356

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

ATTACHMENT J



Attachment J: Key Personnel



<u>NAME</u>	<u>POSITION</u>
Dr. Bernida Thompson	Founding Principal
Winifred Wright	Director of Program Compliance
Roseanna Nwaogu	Chief Financial Officer
Rasheki Kuykendall-Walker	Vice Principal

ATTACHMENT K

Attachment K: Maximum Enrollment

GRADE	2014-2029
PK3-K (multi-level)	50
1-6 (7-8 for School Year 2014-15)	70
Total	120

The maximum enrollment for Roots PCS is 120 students.