

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

NYKIA BRAXTON individually and as  
Guardian of J.B. and K.R., minor children  
5405 Call Place, Southeast  
Apartment 201  
Washington, D.C. 20019

Plaintiff,

v.

Elsie Whitlow Stokes Community Freedom  
Public Charter School  
3700 Oakview Terrace, Northeast  
Washington, D.C. 20017

Erica McGrady,  
Chair, Board of Trustees  
Elsie Whitlow Stokes Community Freedom  
Public Charter School  
3700 Oakview Terrace, Northeast  
Washington, D.C. 20017

Erika Bryant,  
Executive Director  
Elsie Whitlow Stokes Community Freedom  
Public Charter School  
3700 Oakview Terrace, Northeast  
Washington, D.C. 20017

Defendants.

Case No.

**COMPLAINT**

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1. Plaintiff Ms. Nykia Braxton (“Ms. Braxton” or “Plaintiff”), for her Complaint against Elsie Whitlow Stokes Community Freedom Public Charter School (“Stokes”), Chair Erica McGrady (“Defendant McGrady”) and Executive Director Erika Bryant, (“Defendant Bryant”) (collectively, “Defendants”), alleges as follows:

### **INTRODUCTION**

2. Ms. Braxton is the mother of two young students, including one student with a suspected disability, who attend Stokes, a D.C. public charter school run by Defendant Bryant, the Executive Director. Ms. Braxton raised concerns about the abuse and neglect of her children to the school, to public officials with authority over the welfare of children, and to other parents. In response, Defendants unlawfully retaliated against Ms. Braxton, including barring her from all Stokes campuses for five years.

3. Ms. Braxton is a mother to J.B., a four-year-old boy, and K.R., a six-year-old girl. J.B. is suspected of having a disability and is currently being evaluated for special education.

4. When her children participated in the My School D.C. lottery and were selected for admittance to the brand-new East End campus of Stokes, a well-regarded charter school in D.C., it was a dream come true for her family. Ms. Braxton immediately became involved with the school, volunteered to be a room parent, and participated in the parent email listserv.

5. Unfortunately, Ms. Braxton's dream was quickly shattered. Less than two weeks after then-three-year-old J.B. started class, he was improperly disciplined, removed from his classroom for hours, segregated from his peers, and denied participation in his first classroom celebration because of behaviors related to his suspected disability.

6. Later in the school year several incidents led Ms. Braxton to believe that Stokes staff were not properly caring for J.B. On two occasions, Ms. Braxton found J.B. in soiled clothing when she arrived to pick him up for school; he had urinated himself, but was never changed into clean clothing. On another occasion, Stokes teachers reported to Ms. Braxton that J.B. was not accounted for during a period of several hours while he was in their care.

7. Ms. Braxton's daughter K.R. was also subject to abuse on multiple occasions. Most significantly, a teacher physically assaulted K.R. during an incident caught on video. The teacher pushed K.R. in the chest as she was trying to stand.

8. When Ms. Braxton raised concerns about K.R. being pushed to Stokes staff, the staff denied the allegation and accused K.R. of lying. Subsequent security camera footage did, in fact, show a teacher pushing K.R.

9. Ms. Braxton was not notified by the school after many of these incidents, and instead learned about them from her children directly. After each incident, Ms. Braxton promptly emailed the school and raised her concerns to Stokes teachers and staff, including Defendant Bryant.

10. The aggressive discipline and neglectful educational environment that her children experienced gave Ms. Braxton grave concern. Defendants failed to respond to her concerns, failed to properly investigate many of these incidents, and failed to develop a plan to address K.R.'s and J.B.'s educational environment. Ms. Braxton raised these concerns with other parents through a Stokes-run email listserv, and eventually, with D.C. educational oversight agencies.

11. Defendants retaliated. Instead of responding to Ms. Braxton's multiple concerns, providing guidance to staff, and developing developmentally appropriate interventions for the children, as required by school policy, Stokes attempted to muzzle her.

12. Stokes staff and counsel enacted an escalating series of punitive measures, each designed to pressure Ms. Braxton to withdraw her children from the school and to stop her from filing additional complaints.

13. Finally, without prior notice or just cause, and on the very same day that Ms. Braxton submitted a written request for special education services for J.B., Defendants issued a

retaliatory “Barring Notice” against Ms. Braxton, completely banning her from both of Stokes’s campuses and Maya Angelou Public Charter School, an entirely separate school, for *five years*. A copy of this Barring Notice is attached as Exhibit A.

14. Defendants’ unprecedented and draconian action to forbid Ms. Braxton from entering the property of the school that her children attend for five years violates her First and Fifth Amendment Rights, including her right to free speech and assembly and her right to be involved in her children’s education.

15. As a result of the retaliatory adverse actions and Barring Notice issued by Defendants against Ms. Braxton, Ms. Braxton is unable to participate in her children’s education, unable to speak freely on the school’s parent listserv, and unable to attend and speak freely at other school functions. Her right to seek redress from Stokes’s officials with responsibility for her children’s public education and welfare has been chilled. Her reputation has been maligned, and her children are traumatized to the point that they are fearful of attending school, all of which impact Ms. Braxton personally and professionally. Ms. Braxton was never given an opportunity to respond to allegations of disruptive behavior or have her barring reviewed in a fair or transparent process.

16. This Complaint challenges Defendant’s retaliatory treatment and unconstitutional barring of Ms. Braxton, and is brought under the Freedom of Speech and Freedom of Assembly Clause of the First Amendment to the United States Constitution, the Due Process Clause of the Fifth Amendment to the United States Constitution, and the Americans with Disabilities Act (“ADA”), and the Rehabilitation Act of 1973.

**THE PARTIES**

17. Plaintiff Nykia Braxton is a resident of the District of Columbia who currently resides at 5405 Call Place, Southeast, Apartment 201, Washington, D.C. 20019. She is the mother and legal guardian of J.B and K.R.

18. Defendant Elsie Whitlow Stokes Community Freedom Public Charter School is an entity chartered by the District of Columbia Public Charter School Board (“PCSB”) to operate two schools, including Stokes’s principal campus at 3700 Oakview Terrace, Northeast Washington, D.C. 20017 and Stokes’s East End Campus, located in the District of Columbia at 5600 East Capitol Street, Northeast, D.C. 20019.

19. Stokes was organized as a District of Columbia non-profit corporation in February 1998 and is capable of suing and being sued.

20. At all times relevant to the actions giving rise to this Complaint, Stokes was a state actor acting under color of state law.

21. Defendant Erica McGrady is the Chair of the Board of Trustees for Elsie Whitlow Stokes Community Freedom Public Charter School and has policy-making authority to act on behalf of Stokes. At all times relevant to the actions giving rise to this Complaint, Defendant McGrady was a state actor acting under color of state law.

22. Defendant Erika Bryant is the Executive Director for Elsie Whitlow Stokes Community Freedom Public Charter School. She has policy-making authority to act on behalf of Stokes and signed and executed the five-year Barring Notice preventing Plaintiff from entering her children’s school. Exhibit A. At all times relevant to the actions giving rise to this Complaint, Defendant Bryant was a state actor acting under color of state law.

**SUBJECT MATTER JURISDICTION AND VENUE**

23. The Court has subject matter jurisdiction over this case under 28 U.S.C. §§ 1331 and 1343 because this action presents federal questions and seeks to redress the deprivation of rights under the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Americans with Disabilities Act, 42 U.S.C. § 12203, and the First and Fifth Amendments to the U.S. Constitution, pursuant to 42 U.S.C. §1983.

24. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(1) and 1391(b)(2) because Stokes is located in this judicial district and all of the events giving rise to the claims took place in this district.

25. Declaratory relief is authorized by 28 U.S.C. §§ 2201 and 2202. A declaration of law is necessary and appropriate to determine the parties' respective rights and duties.

26. Injunctive relief is authorized by 28 U.S.C. § 2202.

**FACTUAL ALLEGATIONS**

27. Ms. Braxton is the mother of J.B. and K.R., two students enrolled in Stokes East End Campus, located at 5600 East Capitol Street, Northeast, D.C. 20019, for the 2018-2019 and 2019-2020 school years.

28. J.B. is a four-year-old boy. For the 2018-2019 school year, J.B. was enrolled in Stokes's pre-K 3 program and for the 2019-2020 school year, J.B. is expected to complete pre-K 4. J.B. is suspected of having a disability that impacts his education, and is currently being evaluated to determine his eligibility for special education services.

29. K.R. is a six-year-old girl. For the 2018-2019 school year, K.R. was enrolled in Stokes's kindergarten program. For the 2019-2020 school year K.R. is expected to complete first grade. K.R. is diagnosed with severe asthma and has an Asthma Action Plan at Stokes.

30. Ms. Braxton is the primary guardian for both J.B. and K.R.

31. Ms. Braxton participated in the My School D.C. lottery, with the hope that her children would have the opportunity to enroll in a school of their choice. Each year, only half of the participants in the My School D.C. lottery are matched with one of their top three choice schools.<sup>1</sup>

32. Ms. Braxton researched many charter schools before selecting Stokes as her top choice because of the school's expressed desire for cross-cultural understanding and unique dual language program and because of the academic achievement of its students.

33. Stokes is a well-regarded charter school that has received a Tier 1 ranking from the Public Charter School Board.<sup>2</sup> Its first class began in 1998, and by 2018, Stokes had one of the longest waitlist of all the D.C. charter schools, with over 1,827 students on the waitlist. Stokes opened its second school, the East End campus where J.B. and K.R. currently attend, in August of 2018, with the first day of school on August 26, 2018.

34. Stokes, on its website, purports that its mission is in part to educate its students by "creating an environment of achievement, respect and non-violence."<sup>3</sup>

35. Stokes has implemented policies and has issued a student handbook ("Handbook") governing the conduct of the school and how parents and students should be treated. A copy of this Handbook is attached as Exhibit B.<sup>4</sup> The Handbook states that "[w]e encourage regular

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<sup>1</sup> Martin Austermuhle, *What You Need To Know About The D.C. School Lottery*, WAMU (Mar. 28, 2019), <https://wamu.org/story/19/03/28/after-five-years-is-d-c-s-school-lottery-working-for-families/>.

<sup>2</sup> D.C. Public Charter School Board Releases 2017 School Quality Ratings (Nov. 8, 2017), <https://www.dcpsb.org/dc-public-charter-school-board-releases-2017-school-quality-ratings>.

<sup>3</sup> Stokes School Brookland Campus, <https://www.ewstokes.org/brookland-campus> (last visited July 30, 2019).

<sup>4</sup> Family and Scholar Handbook, Elsie Whitlow Stokes Community Freedom Public Charter School, [https://www.dcpsb.org/sites/default/files/2018-2019%20Student%20Handbook\\_ElsieWhitloStokesCommunFreedoPCS%28LEA%29%29.pdf](https://www.dcpsb.org/sites/default/files/2018-2019%20Student%20Handbook_ElsieWhitloStokesCommunFreedoPCS%28LEA%29%29.pdf)

communication between parents and teachers.”<sup>5</sup> Exhibit B. The Handbook also describes the authorized methods for communicating with Stokes and Stokes teachers, which includes placing notes and documents into the student’s “Communication Folder.” *Id.* The Handbook also explains that if a parent or student has a specific problem or concern that the following persons should be contacted, including ultimately, Defendants Bryant and McGrady:

**Resolving Problems at School**

If either you or your scholar encounter a specific problem or concern at school, the following steps should be taken:

1. Contact your scholar’s teacher
2. If not resolved, contact Constanza Rosas, Director of Teaching and Learning [constanzar@ewstokes.org](mailto:constanzar@ewstokes.org), or Abby Sondak, Dean of Students, [abbys@ewstokes.org](mailto:abbys@ewstokes.org).
3. If not resolved, you may write a letter to Bobby Caballero, Campus Director or email him at [bobbyc@ewstokes.org](mailto:bobbyc@ewstokes.org).
4. If not resolved, you may write a letter to Erika Bryant, Executive Director or email her at [erikab@ewstokes.org](mailto:erikab@ewstokes.org).
5. If not resolved, you may write a letter to Erica McGrady, Chair of the Board of Trustees, or email [boardchair@ewstokes.org](mailto:boardchair@ewstokes.org).

*Id.*

36. Stokes East End maintains a parent listserv to provide families an electronic means to communicate with each other and for Stokes to disseminate important information to families.

37. The Stokes East End parent listserv is used by the Stokes community to coordinate school wide events, organize the Parent Teacher Association, coordinate birthday parties, notify parents of school delays, organize parent support for Stokes’s teachers, and address questions and information of general interest to parents.

38. On information and belief, the Stokes parent listserv is controlled by Stokes’s administrators, including Defendant Bryant.

39. Ms. Braxton was actively involved with Stokes and her children’s education before the 2018-2019 school year began. She partnered with the school and other incoming parents to get

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<sup>5</sup> Family and Scholar Handbook, Elsie Whitlow Stokes Community Freedom Public Charter School, [https://www.dcpccb.org/sites/default/files/2018-2019%20Student%20Handbook\\_ElsieWhitloStokesCommunFreedoPCS%28LEA%29%29.pdf](https://www.dcpccb.org/sites/default/files/2018-2019%20Student%20Handbook_ElsieWhitloStokesCommunFreedoPCS%28LEA%29%29.pdf)



the school ready for the first day, volunteered to be a room parent, observed and volunteered in her children's classes, helped raise money for a Stokes fundraising gala, and regularly communicated with other parents via the parent listserv maintained by Stokes East End.

**STOKES FAILED TO MAINTAIN A SAFE EDUCATIONAL ENVIRONMENT FOR ITS STUDENTS**

40. During the 2018-2019 academic school year, Stokes East End staff failed to maintain a safe educational environment with respect to K.R. and J.B.

41. On August 29, 2018, Ms. Braxton received a notice from Stokes's East End Campus Director and acting Principal, Karim Ewing Boyd ("Principal Boyd"), that students were physically aggressive towards one another in K.R.'s classroom.

42. The following week, on September 5, Ms. Braxton discovered that J.B. fell down the stairs at school and injured his head and that K.R. was kicked in the face and was the victim of aggression by another student while in her classroom.

43. The next day, J.B. was subjected to overly punitive treatment by his teacher, Ana Carolina Hernandez, and was removed from his classroom for failure to follow instructions. As a result, J.B. missed his first educational and developmentally appropriate event at his new school. J.B. was three-years-old at the time of this incident and had only been in school for a few days.

44. Ms. Braxton immediately contacted Principal Boyd on September 6, asking for an explanation and parent meeting to discuss ways Stokes could ensure effective parent teacher communication and constructive discipline, in accordance with Stokes's policies and procedures.

45. The next day, on September 7, Ana Carolina Hernandez emailed Ms. Braxton to apologize for her harsh discipline of J.B. and noted that in the future she would communicate with Ms. Braxton prior to any disciplinary action. Hernandez also noted that Stokes was "paying close attention to meet [J.B.'s] needs."

46. J.B.'s teachers would track his progress daily by sending a report home in J.B.'s Communication Folder. Per Stokes policy on page 17 of the Handbook, the student's Communication Folder is a way for parents to communicate with teachers and share important documents. Exhibit B. Upon information and belief, teachers would review these folders daily and would place documents into these folders for parents to review at the end of the day.

47. Despite Hernandez's promise and the Communication Folder system, Stokes did not communicate with Ms. Braxton prior to any discipline of J.B. for the remainder of the school year.

48. Instead of communicating with Ms. Braxton with respect to J.B.'s needs, Stokes created a punitive and developmentally inappropriate "Step Plan" to address J.B.'s behaviors, many of which were related to his suspected disability. Stokes never shared this Step Plan with Ms. Braxton.

49. On December 11, 2018, upon picking J.B. up from school, Ms. Braxton noticed J.B. had soiled himself. Although Stokes staff were present, J.B. was found in a corner alone and wet. He had clean clothes available, but had not been changed. At the time, J.B. was fully potty-trained.

50. Ms. Braxton immediately wrote to Principal Boyd informing him of the incident with J.B. and questioned why J.B. was not permitted to use the bathroom as needed. After a week, Principal Boyd replied that he would "follow-up with her concerns." Ms. Braxton has yet to receive any further correspondence or clarification on this issue from any Stokes representative.

51. The following week, on December 17, 2018, when Ms. Braxton arrived to pick J.B. up from Stokes aftercare, staff reported that they could not locate J.B. for approximately two hours

and were only able to find him fifteen minutes before Ms. Braxton had arrived. On that day, J.B. was again found in urine soaked clothes.

52. Concerned for the safety of her children, Ms. Braxton arranged to visit Stokes later that week to observe both J.B. and K.R. in their classrooms. That day, December 20, 2018, Ms. Braxton observed a Stokes teacher push J.B., who was once again in soiled clothes, onto a mat during an “unscheduled naptime” in a different classroom. Ms. Braxton also observed a Stokes teacher, Monica Cruz, yelling at K.R. No incident reports were provided to Ms. Braxton concerning these events.

53. Ms. Braxton immediately brought her concerns to Principal Boyd, who convened a meeting with Ms. Braxton, both of her children, and their teachers including Yudelkys Rodriguez-Rush, Ana Carolina Hernandez, Nancy Cruz, Monica Cruz, and Principal Boyd to discuss concerns about the aggressive treatment of her children at school.

**STOKES’S STAFF ASSAULT ON K.R. & MS. BRAXTON’S GRIEVANCES REGARDING THE  
ASSAULT**

54. During this meeting with Principal Boyd on December 20, 2018, K.R. reported that a Stokes teacher had pushed her in the chest the day before, when her mother was not present in the school. The Stokes staff present in the room, including Principal Boyd, immediately denied K.R.’s allegation and said she was lying.

55. On December 21, 2018, Ms. Braxton returned to Stokes to meet with staff because she was concerned that a teacher had in fact pushed K.R. and that Stokes’s denial was a lie. School administrators showed Ms. Braxton a surveillance video taken on Stokes’s security camera that revealed that the school was lying. Khady Sy Niang (“Sy Niang”), a Stokes teacher, had in fact

pushed K.R. in the chest with both hands. The video also shows that four Stokes staff members were present when K.R. was pushed, but they did not attempt to intervene.

56. Ms. Braxton recorded the video on her cell phone while in the room with school administrators.

57. That same day, Ms. Braxton filed a Public Incident Report with the Metropolitan Police Department (“MPD”) concerning Sy Niang’s pushing of K.R. MPD Officers came to Stokes East End campus to allow Ms. Braxton to file her complaint.

58. Stokes subsequently retained outside counsel, the law firm of Barnes & Thornburg, to conduct an investigation into the incident in which Sy Niang pushed K.R.

59. To date, Ms. Braxton has not received a written report related to this incident.

**MS. BRAXTON’S SUDDEN REMOVAL FROM THE STOKES LISTSERV WITHOUT NOTICE OR CAUSE**

60. As described in the ¶¶ 36 and 37 above, Defendants maintain a parent listserv to which parents can post.

61. Following the December 21, 2018 meeting, on December 31, Ms. Braxton sent an email to the parent listserv. The email advised other parents that K.R. was pushed and that the school initially denied K.R.’s report of the incident. Ms. Braxton wrote in part:

I want you all to know what might be going on with your children and what is going on with our school and your children classmates.

...

[M]y my six-year-old commented to me during that meeting on Thursday with the teachers, that a teacher had pushed her. The principal and other administrators present all immediately told me that this did not occur and that my child was lying. However, it came to past that my child was in fact telling the truth and the camera footage is very disturbing as to how this entire situation was handled.

...

I am writing this e-mail because I want to let you all know that your child might also be being abused unbeknownst to you. I would urge you all to talk to your children and believe them as the principal and staff initially lied to me

about what happened. If I had not spent time listening to my children I would have quickly sided with the staff. I went to the school Friday morning to find out what the staff had to say after speaking with my child and she provided so much detail to her story. Once the staff were done with their stories that didn't match my child I insisted to see the footage and sure enough my 6 year old was telling the truth.

...

This is our community for our children to grow and feel loved. Educational development is very critical at this age and we should stand together to send a message that corporal punishment is not tolerated! Our children should be safe at school.

62. Attached to Ms. Braxton's December 31 email to parents on the listserv was the school surveillance video showing K.R. being pushed by Sy Niang.

63. On January 5, 2019, Stokes emailed all parents on the listserv regarding a "School Community Meeting" scheduled for Tuesday, January 8 at 6:15PM.

64. The purpose of the meeting was to address parent reactions to Ms. Braxton's email and the school's investigation into Ms. Braxton's allegations.

65. However, Ms. Braxton did not receive this invitation through the listserv. On information and belief, sometime between December 31, 2018 and January 5, 2019, her access to the parent listserv had been revoked without notice. Ms. Braxton was later informed of the January 8 meeting by Stokes teachers, David Bravo-Gonzales ("David B.") and Fresia Cortes.

66. Ms. Braxton did not remove herself from the listserv. On information and belief, her access to the listserv was cut off by Stokes staff.

67. Ms. Braxton emailed Defendant Bryant on January 11, 2019, requesting to be added back to the listserv.

68. Ms. Braxton did not receive any subsequent communications from Defendant Bryant regarding her listserv access.

#### **THE JANUARY 8, 2019 SCHOOL COMMUNITY MEETING**

69. Ms. Braxton attended the January 8, 2019 School Community Meeting.

70. At the meeting, Ms. Braxton was aggressively approached by Defendant McGrady, the Chair of the Board of Trustees for Stokes.

71. Defendant McGrady publicly demanded that Ms. Braxton stop talking, pointed a finger at Ms. Braxton, and insulted Ms. Braxton by saying “this was not a platform for [her] to speak and seek attention” and that “the meeting was not to address the allegations of [her] children but to address the parent body concerns of the school’s investigation.”

72. Other parents at the meeting who spoke were not aggressively approached or chastised by Stokes staff.

73. Because of Defendant McGrady’s aggressive and intimidating behavior, Ms. Braxton did not feel free to express herself fully at the meeting.

74. Stokes did not communicate anything regarding the status or resolution of the investigation either before or after the community meeting. Because Ms. Braxton’s concerns were not resolved, Ms. Braxton pursued other avenues of advocacy, including filing a complaint with the Public Charter School Board (“PCSB”), filing a grievance with Stokes, and requesting meetings with the Stokes East End staff.

#### **THE D.C. PUBLIC CHARTER SCHOOL BOARD COMPLAINTS AND STOKES’S RESPONSES**

75. On January 2, 2019, Patrick Pope of the D.C. PCSB opened a complaint by Ms. Braxton against Stokes. In her complaint, Ms. Braxton alleged that Stokes staff pushed K.R. and left J.B. unattended and soaked in urine. Ms. Braxton requested a full and impartial investigation into these incidents.

76. PCSB notified Stokes of the complaint on January 2.

77. Ms. Braxton sent Defendant Bryant an email on January 11, 2019 to follow up on her prior complaints

78. Ms. Braxton also filed a second complaint against Stokes with the PCSB on January 14, 2019.

79. Defendant Bryant responded to Ms. Braxton on behalf of Stokes on January 15, indicating that Barnes & Thornburg had been retained to review the December 19, 2018 incident involving K.R.

80. Defendants, through Defendant Bryant, stated that “Barnes & Thornburg is also reviewing all of the information you identified in your email to the other Elsie Whitlow Stokes parents, including the issues related to your son.”

81. Defendants, through Defendant Bryant, also indicated that no further discussion of the issue would occur until the review by Barnes & Thornburg is complete, but upon completion of the review, “we will gladly meet with you to discuss the findings.”

82. Defendant Bryant did not reply to the Public Charter School Board until approximately six weeks after Ms. Braxton’s initial complaint. When Defendant Bryant responded on February 12, 2019, it was after Stokes issued the Barring Notice to Ms. Braxton. Stokes responded that Ms. Braxton’s allegations were not substantiated and then proceeded to accuse Ms. Braxton of being confrontational and disruptive, neither of which have any bearing on Ms. Braxton’s complaints regarding the treatment of her children.

**SUBSEQUENT PARENT-TEACHER MEETINGS ARE UNILATERALLY CANCELED BY STOKES**

83. David B., Director of Teaching and Learning at Stokes, emailed Ms. Braxton on January 15 to arrange a meeting to develop ideas on how to “best support” her children in school. The restorative meeting was scheduled for and took place on January 17 at 11:30am.

84. Following the January 17 meeting, David B. emailed Ms. Braxton on January 23 to schedule a restorative meeting with K.R.'s teacher, Ms. Braxton, and K.R.'s father.

85. On January 25, an email from Principal Boyd suggested the restorative meeting be cancelled based on K.R.'s "wonderful interaction [with the teacher] the day before yesterday."

86. Ms. Braxton responded that same day, indicating that she still wished to conduct the restorative meeting as planned.

87. On January 28, David B. emailed Ms. Braxton, unilaterally canceling the parent teacher conference, and stating that Stokes had concluded that the restorative meeting "scheduled for Monday afternoon is not necessary."

88. Despite Ms. Braxton's requests, no meeting was scheduled. Ms. Braxton did not have another opportunity to meet in person with K.R.'s teachers to discuss her concerns because she was barred on February 11.

**MS. BRAXTON'S GRIEVANCE TO STOKES AND STOKES'S INVESTIGATION**

89. Pursuant to Handbook page 32, Stokes has a "grievance procedure" for receiving civil rights complaints. It requires that the individual investigating the complaint will respond in writing to the complainant within thirty days. The response is supposed to include the course and outcome of the investigation and identify an appropriate resolution. Exhibit B.

90. Defendant Bryant and Bobby Caballero are the individuals designated per the Handbook grievance procedure to receive complaints regarding Stokes's compliance with civil rights statutes, including the ADA and/or Section 504 of the Rehabilitation Act. Exhibit B.

91. On January 11, 2019, Ms. Braxton wrote an email expressing her grievances to Defendant Bryant. Ms. Braxton also specifically requested a response to her December 12, 2018 email, an explanation of where J.B. was when he was unaccounted for on December 17, 2018, a



report of J.B.'s day on January 8, 2019, and an explanation for the bruises he sustained, and an explanation of why K.R. was disciplined by her teacher on January 10, 2019.

92. Ms. Braxton included a detective from MPD, PCSB, and the school's investigator on her email, ensuring Stokes knew of her complaints to both PCSB and MPD.

93. On January 27, 2019, Stokes issued a letter to the school community from Defendant Bryant, stating that a majority of Barnes & Thornburg's review had been completed.

94. Ms. Braxton received the January 27, 2019 letter from Stokes and wrote to Defendant Bryant to request a response to her concerns and for any and all incident reports related to her children. Ms. Braxton never received a response or any incident reports.

95. Despite Ms. Braxton's request for a written report of the Barnes & Thornburg investigation into the K.R. pushing incident, and her request for the school to identify an appropriate resolution, Ms. Braxton has yet to receive any investigation report on this subject.

96. Barnes & Thornburg did not conduct an independent review but instead was and is currently serving as counsel for Defendants.

97. On February 5, 2019, Stokes, through their counsel Barnes & Thornburg, who both conducted the investigation and represent the school, advised Ms. Braxton's counsel that if she has any concerns about her children having traumatic experiences at school, she should look into transferring or withdrawing the children from Stokes.

#### **MS. BRAXTON'S CONTINUED ADVOCACY WITH D.C. AGENCIES**

98. Ms. Braxton followed up with MPD on January 17, 2019 regarding additional incidents of concern. She informed MPD that she witnessed J.B.'s teacher pushing him down onto

a mat and again sent MPD the video of Stokes staff pushing K.R. She also informed MPD feared her children were being ostracized at school in retaliation for her advocacy.

99. That same day, Ms. Braxton also emailed Stokes and advised Stokes that she filed complaints against Stokes with MPD and the D.C. Office of the State Superintendent of Education (“OSSE”).

100. As an update to her initial complaint with the Public Charter School Board, Ms. Braxton’s counsel forwarded Stokes’s suggestion that she transfer or withdraw her children to Patrick Pope at the Public Charter School Board.

101. Upon reviewing Stokes’s counsel’s email advising Ms. Braxton that she should look into transferring or withdrawing her children from Stokes, on February 6, 2019, PCSB advised Stokes that “Any school found to be in any way...limiting enrollment...shall be issued a notice of concern if the actions are deemed systemic. In the past when [PCSB has] applied this policy to schools in violation, [PCSB has] interpreted that by counseling a student out, the school is limiting enrollment.”

#### **THE BARRING NOTICE**

102. On February 11, 2019, and without warning, Stokes served Ms. Braxton by hand delivery with the Barring Notice, informing her that, among other things, she was prohibited from setting foot on Stokes’s campus or the neighboring campus of Maya Angelou Public Charter School for a period of *five years*. Exhibit A.

103. A barring notice is a document issued by an entity to prohibit individuals from physically entering premises owned or controlled by those entities. Barring notices such as the one Ms. Braxton received are issued by the entity, entirely discretionary, are not the product of any

formal process, and are not issued nor ratified by a court. However, barring notice forms are made available by police departments such as the MPD on their websites.<sup>6</sup>

104. There is nothing in the Handbook, written policies, or charter that addresses Stokes's use of barring notices or the process by which barring notices are issued or reviewed.

105. The Barring Notice states "as a result of your continued improper communications with teachers and staff, classroom interruptions, and unauthorized removal of Stokes property, you are hereby warned to stay off the property and grounds of Stokes East End and Brookland campuses." Exhibit A.

106. The Barring Notice requires that Ms. Braxton must adhere to pickup and drop-off procedures and cannot step onto Stokes property. *Id.* These procedures include:

107. Should Ms. Braxton arrive before 8:30am, she is required to drop off her children at the back door. *Id.*

108. Should Ms. Braxton arrive after 8:30am, she may drop off her children at the front door and have her children escorted into school. *Id.*

109. To pick up her children, Ms. Braxton must call the school upon arrival and her children will be escorted to a meeting point on East Capitol Street. *Id.*

110. The Barring Notice further states "Failure to adhere to the [B]arring [N]otice will result in Unlawful Entry under D.C. Code 22-3302." *Id.*

111. The Barring Notice was signed by Defendant Bryant in her capacity as Stokes's Executive Director. *Id.*

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<sup>6</sup> The Barring Notice issued to Ms. Braxton is very similar to the Barring Notice available on MPD's website: [https://go.mpdconline.com/GO/CIR\\_16\\_04.pdf](https://go.mpdconline.com/GO/CIR_16_04.pdf).

112. The Barring Notice prevents Ms. Braxton from attending school events, parent teacher conferences, classroom observations, special education eligibility and individualized education plan meetings, and assisting her children in their classrooms. The Barring Notice prevents her from volunteering at the school. Ms. Braxton cannot even go onto Stokes campus to tend to her children if they are sick or need medical attention.

113. There are no incident reports, no statements from school staff, and no photographic or video evidence included with the Barring Notice. It is therefore impossible for Ms. Braxton to respond meaningfully to its sweeping prohibitions.

#### **COMMUNICATIONS AND ACTS AFTER THE BARRING NOTICE**

114. On February 14, Ms. Braxton requested to attend a Black History Month performance of which K.R. was a participant, and was denied. She was therefore prevented from attending K.R.'s performance.<sup>7</sup>

115. Because of the Barring Notice, Ms. Braxton was unable to meet with the teachers or school staff at Stokes after February 11.

116. Ms. Braxton engaged in repeated communication with Stokes, both in her own and through her counsel, to try to resolve the Barring Notice and to try to resolve her concerns regarding K.R.'s and J.B.'s education.<sup>8</sup>

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<sup>7</sup> Ms. Braxton's children were not involved in the Stokes controversy earlier this February. Upon information and believe, two fifth-grade students at Stokes allegedly performed a slavery skit where two African-American children fifth-graders portrayed slaves while a Caucasian fifth-grader held a whip and portrayed a slave master beating the slaves.  
<https://www.nbcwashington.com/news/local/Slavery-Skit-at-DC-Charter-School-Upsets-Students-Parents-506246151.html/>.

<sup>8</sup> Stokes's Barring Notice signed by Defendant Bryant instructed Ms. Braxton to appeal the Barring through Stokes's grievance process. As discussed in ¶ 89 the grievance process only addresses discrimination and harassment under various civil rights statutes.

117. On May 6, 2019, Ms. Braxton, through counsel, submitted a grievance appeal to Stokes, Defendant Bryant, Defendant McGrady, and the Stokes's Board of Trustees after Defendants failed to respond to her repeated grievances requesting that Stokes lift the Barring Notice.

118. Ms. Braxton did not receive a response to her May 6, 2019 grievance appeal.

119. Two weeks later on May 19, 2019, Ms. Braxton, through counsel, submitted a grievance to Stokes, Defendant Bryant, Defendant McGrady, and the Stokes's Board of Trustees regarding Stokes's treatment of K.R. at school. She requested that Stokes refrain from using physical restraints on K.R. and that Stokes develop a plan to communicate with Ms. Braxton about K.R., including lifting the Barring Notice to facilitate communication.

120. Ms. Braxton did not receive a response to her May 19, 2019 grievance.

121. For the first time on June 5, 2019, months after the Barring Notice and only after inquiry of Ms. Braxton's undersigned counsel, Stokes refused to lift the Barring Notice and claimed that the Barring Notice was justified because of Ms. Braxton's alleged behavior. These incidents were mischaracterized and are a pretextual justification for the Barring Notice.

122. Despite a robust record of communication between Stokes staff and Ms. Braxton, Stokes staff did not express concerns about any of these alleged incidents to Ms. Braxton before June 2019.

123. Stokes did not document these alleged incidents in K.R.'s or J.B.'s education records.

**STOKES'S CONTINUED MISTREATMENT OF K.R. AND J.B. AND RETALIATION AGAINST MS.**

**BRAXTON**

124. After the February 11, 2019 Barring Notice, J.B. and K.R. continued to go to school and continued to come home with injuries and stories of aggression and punitive discipline from teachers. Yet because of the Barring Notice, Ms. Braxton was prohibited from meaningfully engaging with Stokes to address her concerns.

125. On one occasion after Ms. Braxton was barred, six-year old K.R. was not allowed to use the restroom and wet her pants in the middle of the school day. She was not permitted to call her mother for new clothes and was not given clean clothing until the end of the school day.

126. On another occasion after Ms. Braxton was barred, four-year old J.B. came home with injuries to his head and eye. He said a teacher grabbed him around the legs and he hit his head on a chair.

**MS. BRAXTON'S ADVOCACY FOR J.B. BECAUSE OF HIS SUSPECTED DISABILITY & STOKES RETALIATORY DELAYS**

127. J.B.'s performance in school and the teacher's apparent inability to respond appropriately to J.B.'s behavior led Ms. Braxton to suspect that he has a disability.

128. In October, students from Howard University's Speech and Hearing Clinic conducted a speech and language screening of students at Stokes—including J.B. The report detailed that J.B.'s speech was "unintelligible 50% of the time." Although J.B. received passing scores, Ms. Braxton grew concerned with J.B.'s speech capabilities.

129. On around January 17, Ms. Braxton informally spoke with J.B.'s case manager at Stokes, Carina Caballero, to discuss next-steps regarding disability evaluations and speech therapy for J.B.

130. On January 24, 2019 Ms. Braxton requested an evaluation for speech language therapy for J.B via email to Mr. Ewing-Boyd.

131. Upon information and belief, the LEA (Stokes) received a referral for an initial evaluation/reevaluation for J.B. on January 29, 2019 to determine whether J.B. has a disability.

132. After Ms. Braxton repeatedly requested the appropriate paperwork, Stokes placed a “Consent for Initial Evaluation/Reevaluation” form into J.B.’s Communication Folder, in order to deliver the form to Ms. Braxton.

133. Ms. Braxton promptly completed the request for special education evaluations for J.B. on OSSE’s official form on February 11, 2019, before she was aware of the Barring Notice, and placed it in J.B.’s Communication Folder, the method of parent teacher communication that the school relies on as discussed in ¶ 46 so that his teachers would initiate the evaluation process. Stokes never initiated the evaluation process for speech language therapy for J.B.

134. Instead, Stokes issued the Barring Notice on the same day that Ms. Braxton placed the OSSE signed form requesting an evaluation into J.B.’s communication folder.

135. Upon information and belief, Stokes teachers were fully aware that the signed OSSE form was in J.B.’s folder. J.B.’s teachers continued to send weekly progress reports and other communications using the Communication Folder after February 11.

136. Stokes staff did not acknowledge Ms. Braxton’s request for evaluations for special education for J.B. until after March 5, 2019, when she sent a follow-up request to Stokes via email and included her attorney and representative from PCSB on the email.

137. Ms. Braxton has subsequently requested, through counsel, that Stokes engage in the Facilitated IEP process. To this day, Stokes has refused to participate in this process.

138. Stokes also has not completed special education evaluations or made an eligibility determination for J.B., despite Ms. Braxton’s prior requests and the school’s obligations under the Individuals with Disabilities in Education Act.

**EFFECTS OF THE BARRING NOTICE ON MS. BRAXTON, K.R., AND J.B.**

139. Since the Barring Notice was issued against Ms. Braxton, she has not been permitted to participate fully in her children's education, including dropping her young children off and picking them up from school, attending parent-teacher conferences or meetings related to special education, or being part of school wide events such as the PTA, the end of year barbecue, or K.R.'s kindergarten "Stepping Up" Ceremony, (an event similar to a graduation).

140. If the Barring Notice is not lifted, Ms. Braxton will not be able to drop her children off or pick them up from school or attend to any health or safety emergencies for her children.

141. Ms. Braxton will not be able to attend school-wide events for the next five years, such as PTA meetings, back-to-school nights, or parent teacher conferences.

142. Ms. Braxton is unable to participate in any future special education eligibility meetings or potential Individualized Education Plan Meetings for J.B, to which she is a legally required participant, because she is barred from the school.

143. Ms. Braxton's niece attends Maya Angelou Public Charter School, which shares a campus with Stokes. If the Barring Notice is not lifted, Ms. Braxton will not be able to attend her niece's events at Maya Angelou Public Charter School, such as her niece's cheerleading practices.

144. Ms. Braxton has been prevented from speaking freely by Stokes multiple times, including via the parent listserv, at the parent meeting on January 8, 2019, and, because of the Barring Notice, at any of Stokes's on campus events and meetings.

145. Ms. Braxton's speech will remain restricted until the Barring Notice is lifted. She cannot speak freely at school community meetings, parent teacher meetings, or school-wide events until the Barring Notice is lifted.



146. Due to the trauma J.B. experienced at Stokes and Ms. Braxton's fear for his safety, J.B. stopped attending school in February 2019. He wakes up at night with nightmares and wets the bed, which he had not done in the weeks prior to attending Stokes.

147. Due to the trauma K.R. experienced at Stokes and Ms. Braxton's fear for her safety, K.R. stopped attending school in May 2019. She has on occasion wet the bed, despite being fully toilet trained, due to her trauma.

148. Due to the trauma caused by Stokes's treatment of J.B. and K.R. and Stokes's treatment of Ms. Braxton, Ms. Braxton experienced undue emotional distress. Ms. Braxton's reputation was harmed. She also had to miss work to address the trauma that Stokes's actions caused. This impacted Ms. Braxton's ability to remain gainfully employed and affected her earnings.

149. Ms. Braxton requested, numerous times, through counsel, to enter Stokes East End campus on a limited basis to assist her children with re-entering school. Stokes has not allowed her to do so and so the children remain out of school.

150. To date, Stokes has also refused to lift or modify the Barring Notice. The entire family missed the end of school year events, such as the End of Year Barbecue and Stepping Up Ceremony, milestones K.R. and Ms. Braxton will never get back.

151. Stokes refused to provide Ms. Braxton with the children's paperwork, such as final report cards. As a result, Ms. Braxton did not know the future of her children's education or even what grades Stokes intends to enroll them in for the 2019-2020 school year. The records were only sent to Ms. Braxton six days ago on July 25, 2019, after repeated requests from her counsel.

152. If the Barring Notice is not lifted, Ms. Braxton will not be able to help her children re-enter Stokes when classes begins again on August 26, 2019.

### **REGULATORY FRAMEWORK**

153. Defendant Elsie Whitlow Stokes Community Freedom Public Charter School is a charter school pursuant to D.C. law.

154. The D.C. Public School Charter Board (“PCSB”), a D.C. government agency, has the authority to approve or deny a petition to establish a public charter school. D.C. Code §38-1802.03. PCSB may choose not to renew a charter contract after a public charter school applies for renewal (D.C. Code §38-1802.12), or may revoke a charter (D.C. Code §38-1802.13).

155. All charter schools in D.C. must have the word “public” in their name. D.C. Code §38-1802.04(b)(1).

156. Defendant Elsie Whitlow Stokes Community Freedom Public Charter School was granted a charter by PCSB to operate a public school on July 1, 1998.

157. On April 6, 2015, PCSB and Stokes entered into the Second Amended And Restated Charter School Agreement Between District Of Columbia Public Charter School Board And Elsie Whitlow Stokes Community Freedom Public Charter School (“Charter Agreement”), reauthorizing the incorporation of the school. A copy of this agreement is attached as Exhibit C.<sup>9</sup>

158. D.C. Code requires that Stokes comply with relevant civil rights laws: The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), part B of the Individuals with

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<sup>9</sup> Stokes’s Charter Agreement is available online on the D.C. public Charter School Board’s website:  
<https://www.dcpsb.org/sites/default/files/report/EW%20Stokes%20Restated%20Agreement%202015.pdf>.

Disabilities Education Act (20 U.S.C. § 1411 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) D.C. Code § 38–18-2.04.

159. Stokes is considered a local education agency under the Elementary and Secondary Education Act and the Individuals with Disabilities Education Act. D.C. Code § 38-1802.10.

160. Stokes receives funding from the federal government following regulations from Title I of the Elementary and Secondary Education Act of 1965. D.C. Code § 38-1802.10.

161. Stokes is required to provide a free public, non-sectarian education to all District of Columbia resident students it accepts. Stokes is obligated to accept any D.C. resident student who applies, subject only to space limitations. If Stokes receives more applications than there are spaces available, students are admitted using a randomized selection process. D.C. Code § 38-1802.06(c), D.C. Code §§ 38-1802.06(a), 38–1802.04.15, 38-1802.06(a).

162. If Stokes fails to meet the performance criteria established by its charter or violates applicable laws, Stokes may lose its charter. D.C. Code § 38-1802.12.

163. D.C. Code establishes regulations and standards for student assessments and discipline at charter schools. D.C. Code § 38-1802.11; D.C. Law 22-157 § 201(11).

164. D.C. Code requires public funds paid from the City’s budget to public charter schools, including Stokes, allocated to local neighborhood public schools. The amount of funds that public charter schools, such as Defendants, receive is determined by the “per student funding formula” established by D.C. law. D.C. Code § 38-1804.01

165. PCSB controls and administers funds to D.C. charter schools and authorizes use of the District of Columbia Public Charter School Board Funds. D.C. Code § 38-1802.14 (g-1).

166. Stokes is required to provide PCSB with any proposed changes to its mission and goals, Rules and Policies for Governance and Operation of School Corporation, Articles of

Incorporation and Bylaws of the School Corporation, Procedures to Ensure Health and Safety of Students and Employees at the Elementary School, Assurance to Seek, Obtain, and Maintain Accreditation, and Relationship Between School and Employees. PCSB maintains authority to approve or deny the proposed changes and revoke Stokes charter if Stokes makes changes without PCSB approval. Charter Agreement §1.1. D.C. Code §§ 38-1802.03(h)(2), 38-1802.12, 38-1802.13.

167. Pursuant to Stokes's 2015 Charter Agreement, PCSB exerts control over a wide spectrum of Stokes's activities including, but not limited to, establishing the school as a public charter school, elements of Stokes's educational program, elements of Stokes's administration and operation, the structure of Stokes's governance, elements of Stokes's financial operations and record keeping, Stokes's personnel, Stokes's reporting requirements, Stokes's compliance with applicable laws including all D.C. 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, and the renewal, revocation, and termination of Stokes's charter to operate as a school. Exhibit C.

168. Defendants admitted K.R. and J.B. to Stokes pursuant to policies and regulations established by D.C. Code § 38-1802.

169. Plaintiff's child, K.R., attends school under compulsion of D.C. law. D.C. Code § 38-202(a).

**FIRST CLAIM FOR RELIEF:**

(Claim under 42 U.S.C. §1983 for violation of the First Amendment—Prior Restraint)

170. The allegations contained in ¶¶ 1 through 169 above are incorporated here.

171. The First Amendment to the United States Constitution provides, in relevant part, that "Congress shall make no law...abridging the freedom of speech."

172. The First Amendment to the U.S. Constitution prohibits any state actor from placing prior restraints on an individual's right to free speech unless the state has a compelling interest and the restraint is narrowly tailored to further that compelling interest.

173. At all times relevant to this action, Defendants were acting under color of state law.

174. Ms. Braxton has a right to speak at public or limited public forums like the parent listserv and public meetings at Stokes campuses and the campus of Maya Angelou PCS.

175. Defendants have no compelling interest in preventing Ms. Braxton from speaking.

176. Even if Defendants had a compelling interest in preventing Ms. Braxton from speaking in public fora (they do not), the Barring Notice is a prior restraint that violates the First Amendment because a five year ban on any speech in any public forum it is overbroad.

177. By instituting the Barring Notice, Defendants have violated, and continue to violate, Ms. Braxton's First Amendment right to free speech.

178. The Barring Notice is a policy statement, ordinance, regulation or decision officially adopted or promulgated by Stokes, through its final-decision making officers including Defendant Bryant and Defendant McGrady.

**SECOND CLAIM FOR RELIEF:**

(Claim under 42 U.S.C. §1983 for violation of the First Amendment—Retaliation)

179. The allegations contained in ¶¶ 1 through 178 above are incorporated here.

180. The First Amendment right of free speech includes not only the affirmative right to speak, but also the right to be free from retaliation by a public official for the exercise of that right.

181. Ms. Braxton' email to the Stokes East End parent's listserv on December 31, 2018 described in ¶ 61 is speech protected under the First Amendment to the U.S. Constitution.

182. Ms. Braxton's complaints, both verbal and written, to MPD, PCSB, and the D.C. Office of the Ombudsman for Public Education are also protected speech under the First Amendment.

183. Defendants were aware of Ms. Braxton's December 31, 2018 email to the Stokes East End parent listserv.

184. Defendants were aware of Ms. Braxton's complaints to MPD, PCSB, and the D.C. Office of the Ombudsman for Public Education.

185. Acting under color of state law, Defendants retaliated against Ms. Braxton for her exercise of protected speech on the listserv and her complaints to MPD, PCSB, and the Ombudsman by issuing a Barring Notice barring her from both of Stokes's campuses and the Maya Angelou Public Charter School for five years as described in ¶¶ 102-113, suggesting she withdraw her children from the school as described in ¶ 97, failing to provide Ms. Braxton with critical information regarding their education as described in ¶¶ 149-151, and harassing her children as described in ¶¶ 124-126, 139-148 to discouraging her from remaining at Stokes

186. Defendants' retaliatory adverse actions against Ms. Braxton violate the First Amendment to the U.S. Constitution.

187. These retaliatory adverse actions are a policy statement, ordinance, regulation or decision officially adopted or promulgated by Stokes, through its final-decision making officers including Defendant Bryant and Defendant McGrady.

**THIRD CLAIM FOR RELIEF:**

(Claim under 42 U.S.C. §1983 for violation of the First Amendment—Right to Assemble)

188. The allegations contained in ¶¶ 1 through 187 above are incorporated here.

189. The First Amendment guarantees the right of the people to peacefully assemble.

190. The First Amendment prohibits restricting an individual's right to assemble unless there is an *immediate* threat to public safety, peace, or order.

191. Ms. Braxton did not and does pose any threat, let alone an immediate threat, to public safety, peace, or order at any of the Stokes campuses or the Maya Angelou Public Charter School during the school day, at parent/teacher meetings, at the end of year barbecues, or at her children's Stepping Up Ceremonies.

192. By barring Ms. Braxton from the Stokes campuses when she posed no threat to public safety at school events and meetings and was not causing a disruption to the education of any Stokes students, Defendants, acting under color of state law, violated Ms. Braxton's First Amendment right to peacefully assemble.

193. By barring Ms. Braxton from Maya Angelou Public Charter School, an entity not controlled by Stokes, Defendants, acting under color of state law, violated Ms. Braxton's First Amendment Right to peacefully assemble.

194. Defendants' February 11, 2019 Barring Notice and removal of Ms. Braxton from the Stokes East End parent listserv violated Ms. Braxton's First Amendment right to peacefully assemble.

195. The Barring Notice and removal of Ms. Braxton from the Stokes East End parent listserv are a policy statement, ordinance, regulation or decision officially adopted or promulgated by Stokes, through its final-decision making officers including Defendant Bryant and Defendant McGrady.

**FOURTH CLAIM FOR RELIEF:**

(Claim under 42 U.S.C. §1983 for violation of the Fifth Amendment—Interference with Liberty Interests in Children's Educations)

196. The allegations contained in ¶¶ 1 through 195 above are incorporated here.

197. Under the Fifth Amendment, parents have a fundamental liberty interest to make decisions and participate in their children's education.

198. A parent's constitutional liberty interest to be involved in their child's education is afforded substantive protections under the Due Process clause. The government cannot infringe on this right unless it furthers a legitimate government interest and is not arbitrary, capricious, or unreasonable.

199. Defendants infringed on Ms. Braxton's right to be involved in her children's educations by barring her from Stokes on February 11, 2019.

200. Defendants adverse actions, including, but not limited to, the February 11, 2019 Barring Notice against Ms. Braxton, do not further a legitimate interest on the part of the school. In fact, on information and belief, the Barring Notice was intended to be punitive and to coerce Ms. Braxton to withdraw K.R. and J.B. from Stokes.

201. Defendants' issuing of the Barring Notice, failure to respond to her concerns regarding her children, removal of Ms. Braxton from the listserv, and advisement that she could remove her children from Stokes if they were being traumatized at the school, as alleged in ¶¶ 124-126, 146-148, supra, were an effort to coerce her to withdraw her children from Stokes.

202. The Barring Notice, which bars Ms. Braxton from three separate school campuses and lasts for five years, is arbitrary, capricious, and unreasonable.

203. In issuing the Barring Notice, Defendants, acting under color of state law, violated Ms. Braxton's Fifth Amendment right to be involved in her children's educations.

204. The Barring Notice is a policy statement, ordinance, regulation or decision officially adopted or promulgated by Stokes, through its final-decision making officers including Defendant Bryant and Defendant McGrady.



**FIFTH CLAIM FOR RELIEF:**

(Claim under 42 U.S.C. §1983 for violation of the Fifth Amendment—Procedural Due Process)

205. The allegations contained in ¶¶ 1 through 204 above are incorporated here.

206. The Fifth Amendment requires that all individuals be afforded due process of law, namely proper notice and an opportunity to be heard, before depriving the individual of a fundamental liberty interest.

207. Ms. Braxton has a fundamental liberty interest in being involved in her children's education.

208. Ms. Braxton also has a fundamental liberty interest in her own reputation.

209. The Barring Notice interferes with Ms. Braxton's liberty interest in participating in her children's education.

210. The Barring Notice maligns Ms. Braxton's reputation among school staff and her community, including other parents at the school.

211. Defendants did not provide sufficient procedural due process before barring Ms. Braxton. Prior to the Barring Notice, she received no notice whatsoever that her conduct allegedly violated any rules or expectations. She had no opportunity to be heard by Stokes decision makers prior to the barring.

212. The Barring Notice itself is insufficient because it fails to provide information regarding the basis for the accusations against Ms. Braxton.

213. There is no procedure by which to challenge the Barring Notice to Stokes's decision makers. By its own language, Defendant's purported grievance procedure does not apply to Barring Notices, and therefore is not sufficient due process to protect Ms. Braxton's fundamental liberty interests infringed by the Barring Notice.

214. Although the “grievance process” does not apply to barring notices, Ms. Braxton submitted grievances concerning the Barring Notice and did not receive any responses as required under the policy. Ms. Braxton appealed the failure to respond to those grievances and did not receive a response to her appeal, rendering the grievance process meaningless.

215. Because of the complete lack of process prior to the Barring Notice and the insufficient attempted “grievance process” post-hoc, there is a high risk of an erroneous decision.

216. Defendants violated Ms. Braxton’s Fifth Amendment due process rights when it failed to provide the procedural protections required, given the weight of Ms. Braxton’s interests.

217. The failure to provide the procedural protections required to Ms. Braxton is a policy statement, ordinance, regulation or decision officially adopted or promulgated by Stokes, through its final-decision making officers including Defendant Bryant and Defendant McGrady.

#### **SIXTH CLAIM FOR RELIEF**

(Violation of the Americans with Disabilities Act, 42 U.S.C. § 12203)

218. The allegations contained in ¶¶ 1 through 217 above are incorporated here.

219. The ADA prohibits any person from retaliating against any individual because such individual has opposed any act or practice made unlawful under the ADA or because such individual has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing arising under the ADA.

220. The ADA also makes it illegal to intimidate or interfere with any individual because that individual aided or encouraged any other individual in the exercise or enjoyment of any right granted or protected by the ADA.

221. An individual engages in a protected activity under the ADA, for which they cannot lawfully be retaliated against, when the individual undertakes any affirmative action in advocating for, or protesting discrimination related to the unlawful conduct of others.

222. J.B. is an individual with a disability as defined by the Americans with Disabilities Act.

223. J.B. is being evaluated for special education services for suspected learning and behavioral disabilities and is regarded as having a disability. Learning and behavioral disabilities can substantially limit learning in school, a major life activity. Ms. Braxton was advocating on behalf of J.B. and his right not to be discriminated against by being punished and segregated from his class for behaviors that are manifestations of his suspected disability when she wrote to Defendants, PCSB, MPD, and OSSE, as alleged in ¶¶ 40-53, 75-82, 89-101, *supra*.

224. Ms. Braxton engaged in protected activity when she cooperated with investigations into Defendants' conduct towards J.B., filed complaints with PCSB, MPD, OSSE, and the D.C. Office of the Ombudsman for Public Education regarding the punitive treatment of J.B. due to behaviors that are a manifestation of his disability, delays related to special education evaluations for J.B., and the psychological trauma J.B. experienced.

225. Defendants were aware of Ms. Braxton's cooperation in their investigation and her complaints to MPD, PCSB, and OSSE.

226. In order to punish Ms. Braxton for her advocacy and complaints on behalf of J.B., Defendants took discriminatory and retaliatory actions against her, including, but not limited to, removing her from the parent listserv, barring Ms. Braxton from the school, delaying the special education process for J.B., refusing to provide a written response to Ms. Braxton's complaints,

intimidating her from speaking out at community meetings, and disparaging Ms. Braxton among the school and parent community.

227. Defendants' proffered justification for barring Ms. Braxton is simply a pretext; the true motivation, to punish Ms. Braxton for speaking up, is unlawful retaliation.

228. As a result of these retaliatory actions, Ms. Braxton suffered and continues to suffer emotional harm after seeing her children traumatized, lost her job due to the time it took to care for her children when they should have been in school, and suffered undue stress as her reputation was damaged.

229. These adverse actions were all close in time and would dissuade a reasonable person from filing a complaint against Stokes.

230. Defendants' adverse actions against Ms. Braxton were retaliatory and violate the Americans with Disabilities Act.

**SEVENTH CLAIM FOR RELIEF**

(Violation of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and 34 C.F.R. § 104.61)

231. The allegations contained in ¶¶ 1 through 230 above are incorporated here.

232. The Rehabilitation Act makes it unlawful for any recipient of federal funds to intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Section 504 of the Rehabilitation Act.

233. Stokes receives federal funding from the U.S. Department of Education and the U.S. Department of Agriculture and is subject to the Rehabilitation Act of 1973.

234. As an individual with a disability, as alleged in ¶¶ 40-53, 127-139, supra, J.B. is protected by the Rehabilitation Act.

235. Ms. Braxton was advocating on behalf of J.B. and his right not to be discriminated against by being punished and segregated from his class for behaviors that are manifestations of his suspected disability when she wrote to Defendants, PCSB, MPD, and OSSE, as alleged in ¶¶ 40-53, 127-139, *supra*.

236. Ms. Braxton engaged in protected activity under the Rehabilitation Act when she cooperated with investigations into Stokes's conduct towards J.B. and filed complaints with PCSB, MPD, OSSE, and the D.C. Office of the Ombudsman for Public Education regarding the punitive treatment of J.B. due to behaviors that are a manifestation of his suspected disability, delays related to special education evaluations for J.B., and the psychological trauma her children experienced which was impacting their ability to attend school and learn.

237. Defendants were aware of Ms. Braxton's protected activities, as alleged in ¶¶ 75-82, 89-101, 127-139, *supra*.

238. To punish Ms. Braxton for her advocacy and complaints on behalf of J.B., Defendants took discriminatory, retaliatory actions against her, including, but not limited to, removing her from the parent listserv, barring Ms. Braxton from the school, delaying the special education process for J.B., refusing to provide a written response to Ms. Braxton's complaints, and disparaging Ms. Braxton among the school and parent community.

239. Defendants' proffered justification for barring Ms. Braxton is simply a pretext and the true motivation, to punish Ms. Braxton, is unlawful retaliation.

240. As a result of these retaliatory actions, Ms. Braxton suffered and continues to suffer emotional harm after seeing her children traumatized, lost her job due to the time it took to care for her children when they should have been in school, and suffered undue stress as her reputation was damaged.

241. These adverse actions were all close in time and would dissuade a reasonable person from filing a complaint against Stokes.

242. Defendants' adverse actions against Ms. Braxton were retaliatory and violate the Rehabilitation Act.

### **PRAYER FOR RELIEF**

Based on the foregoing, Ms. Braxton requests the following relief:

1. A declaration that Defendants violated Plaintiff's right to free speech under the First Amendment to the U.S. Constitution;
2. A declaration that Defendants violated Plaintiff's right to peacefully assemble under the First Amendment to the U.S. Constitution;
3. A declaration that Defendants' actions were retaliatory and violate the First Amendment to the U.S. Constitution;
4. A declaration that Defendants violated Plaintiff's right to procedural due process under the Fifth Amendment to the U.S. Constitution;
5. A declaration that Defendants violated Plaintiff's substantive due process right to be involved in her children's educations under the Fifth Amendment to the U.S. Constitution;
6. A declaration that Defendant's adverse actions against Plaintiff were retaliatory and violate the Americans with Disabilities Act;
7. A declaration that Defendant's adverse actions against Plaintiff were retaliatory and violate the Rehabilitation Act of 1973;
8. Issuance of a preliminary injunction and/or permanent injunction requiring Defendants to lift the February 11, 2019 Barring Notice against Plaintiff;

9. An Order for Defendants to create a barring process, including the opportunity to appeal issuance of Barring Notices, which complies with the substantive and procedural due process requirements of the Fifth Amendment to the U. S. Constitution;
10. An award to Plaintiff of damages to fairly and reasonably compensate her for the violations of her civil and Constitutional rights;
11. An award to Plaintiff of reasonable attorney's fees and costs, as provided by law; and
12. Such other legal, equitable, and monetary relief as the Court may deem Plaintiff entitled to receive.

### **JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: July 31, 2019

Nykia Braxton

By her attorneys,

/s/ Kaitlin Banner\_\_\_\_\_

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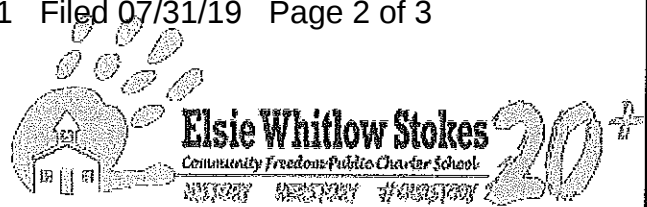
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# **EXHIBIT A**



February 11, 2019

5600 East Capitol Street NE  
Washington, DC 20019

Sent by Hand Delivery  
Nykia A. Braxton  
129 16th Street NE  
Washington, DC 20002-6511  
February 11, 2019  
Re: BARRING NOTICE

Dear Ms. Braxton,

As a result of your continued improper communications with teachers and staff, classroom interruptions, and unauthorized removal of Elsie Whitlow Stokes Freedom Public Charter School ("Stokes PCS") property, you are hereby warned to stay off the property and grounds of the Stokes PCS East End and Brookland campuses. The addresses of those campuses are 5600 East Capitol St. NE, Washington, DC 20019 and 3700 Oakview Terrace NE, Washington, DC 20017, respectively. Your conduct has become very disruptive and has created a potentially dangerous environment at the School.

Failure to heed this warning shall result in Stokes PCS contacting the Metropolitan Police Department ("MPD") and requesting that you be charged with Unlawful Entry under D.C. Code §§ 22-3302. A formal copy of the Barring Notice utilized by the MPD is attached hereto. This exclusion does not include Stokes PCS activities that occur off-site nor does it prevent you dropping off or picking up your children from the Stokes PCS East End Campus as long as you do not enter the School's property.

If you would like to appeal this decision, please review our grievance policy and follow its instructions.

Sincerely,

Erika Bryant  
Executive Director

**Property:** Elsie Whitlow Stokes Community Freedom PCS - East End and Brookland Campuses  
**Address:** 5600 East Capitol St. NE, Washington, DC 20019; 3700 Oakview Terrace NE, Washington, DC 20017  
**Phone Number:** 202-975-2100

## **BARRING NOTICE**

The below named person was found on the premises owned, occupied, or managed by Elsie Whitlow Stokes CFPSC. This same person is hereby warned to stay off the property and grounds thereof known as Elsie Whitlow Stokes CFPSC - East End Campus at 5600 East Capitol St. NE, Washington, DC 20019 and (if applicable, other property owned, occupied, or managed by the same) the Brookland Campus at 3700 Oakview Terrace NE, Washington, DC 20017. **There are no exceptions to this notice. Failure to heed this warning shall result in the prosecution for Unlawful Entry under D.C. Code § 22-3302.**

**Name of Barred Individual (Last, First, Middle):** Nykia Alicia Braxton

**Method of Identification:** ☒ Photo ID ☒ Personally Known  
☐ Live Scan ☐ Unverified  
☐ Other (specify: \_\_\_\_\_)

**Nickname:** \_\_\_\_\_

**Date of Birth:** 5/4/1985 **Height:** 5' 03" **Weight:** 170 lbs. **Sex:** Female

**ID Marks:** \_\_\_\_\_

**Phone:** (202) 546-0574

**Address:** 29 16th St. NE, Washington, DC 20002-6511

**Employment:** Unknown

**Soc. Sec. Number:** Unknown

**Reason for Issuing Barring Notice:**

Continued improper communications with teachers and staff, classroom interruptions, and the unauthorized removal of Elsie Whitlow Stokes CFPSC property.

**Barred Individual's Signature:** \_\_\_\_\_

☐ Subject given oral barring notice

☐ Check if signature is refused – **barring notice is still valid**

**Sign:** \_\_\_\_\_  
 Authorized Agent or Owner

**Printed Name (Authorized Agent or Owner):** \_\_\_\_\_

Property Owner/Manager/Agent/Witness, if individual refuses to sign, check "Refused" on the signature line above and the date of refusal, and have a witness that can verify individual refused to sign barring notice.

**Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Name (If an Officer, Badge Number)

**Barring Notice is in effect for 5 years unless cancelled in writing**

**Attach Picture if Available**

CIR-16-04 (Barring Notices)  
 Attachment A  
 Barring Notice  
 June 09, 2016

# **EXHIBIT B**



## **Family and Scholar Handbook**



### **Our Mission**

*Established in 1998, the Elsie Whitlow Stokes Community Freedom Public Charter School, prepares culturally diverse pre-school and elementary school scholars in the District of Columbia to be leaders, scholars and responsible citizens who are committed to social justice. We teach children to think, speak, read, write and learn in two languages: English and French or English and Spanish. With a dual focus on academic excellence and community service, the Stokes School accomplishes its mission by creating an environment of achievement, respect and non-violence.*

### **Our Three School Rules:**

**I will take care of myself.**

**I will take care of others.**

**I will take care of my community.**

*One of the school's greatest strengths is our family's engagement in the education of their children. We hope this handbook will serve as a guide for families as partners in our learning community.*

This handbook was last updated August 2018.





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### Our History

The Elsie Whitlow Stokes Community Freedom Public Charter School was founded in 1998 and named for Elsie Whitlow Stokes, an elementary school teacher in Arkansas, whose instructional practice was based on three core beliefs:

- Every scholar can achieve academically and become a responsible citizen.
- Every scholar must receive a solid foundation in reading, mathematics, social studies, science and the arts.
- Community service activities prepare scholars to become caring neighbors and good citizens.

Using her three principles, the 36-year teaching veteran helped to lay the foundation for the successful educational development of over 1000 scholars. Stokes School, founded by Mrs. Stokes' daughter, Linda Moore, is a tribute to her life and legacy as an educator.

### Our Goals

- Help scholars achieve the highest levels of academic excellence.
- Teach scholars how to speak, read, write, think and learn in two languages: 1) English and French or 2) English and Spanish.
- Actively involve scholars in community service learning while preparing them for responsible citizenship in a multicultural society.
- Increase scholars' knowledge of and respect for their own and other cultures.

We achieve these goals not simply by teaching in the classroom, but also by creating an environment of acceptance, respect and nonviolence among scholars and all members of our school community.

### Our Parents

Stokes School must communicate with parents concerning:

- Their scholar's eligibility for special programs
- Their scholar's educational progress
- Parents' opportunities for involvement
- Parents' right to know the professional qualifications of teachers and paraprofessionals serving their scholar
- The progress and status of their scholar's school
- Parents/guardians' right to inspect and review their scholar's education records maintained by the school
- Parents/guardians' right to request corrections to records which they believe to be inaccurate or misleading

*Generally, Stokes School must have prior written permission from the parent/guardian in order to release any "personally identifiable" information from a scholar's education record to a third party. (See p.42 of this handbook or [www.ewstokes.org](http://www.ewstokes.org) for full FERPA policy)*

### ADMISSION AND REGISTRATION

Stokes School is a D.C. public charter school, and as such accepts applications from all Pre-K and elementary age scholars living in the District of Columbia. For a complete explanation of admissions and enrollment processes, please consult the school's website at [www.ewstokes.org](http://www.ewstokes.org).



Stokes School participates in the My School DC common application and common lottery process. Please refer to [www.myschooldc.org](http://www.myschooldc.org) for detailed information. **Parents of returning scholars must complete an *Intent to Enroll* form each year directly with Stokes School.** Open houses and tours are held for prospective parents and scholars throughout the year.

Parents/guardians are **required** to provide the following information upon registration:

Proof of residency required by DC government  
Transfer papers, report cards, and school records  
Physician-signed dental and health certificates  
Proof of immunization

*Registration is **NOT** complete (and, therefore, admission is **not** guaranteed) until all items have been submitted. Due dates will be announced on the Stokes School website and newsletters.*

### Approximate Schedule of Events

Actual dates and explanations can be found on our website at [www.ewstokes.org](http://www.ewstokes.org).

December: application for next school year is available  
January/February: returning scholars submit their *Intent to Enroll* forms  
March: application deadline date  
April: lottery takes place  
May: registration paperwork due by last day of school

### SCHOOL SCHEDULE

In 2018-19, the school year will begin August 22, 2018 (*Pre-K will begin on August 23, 2018*) and will end on June 12, 2019. Make-up days may be added if school is closed due to weather or other situations beyond our control. (See school calendar at [www.ewstokes.org](http://www.ewstokes.org) for more details.)

Our scholars in grades 1 through 5 start each day in morning line-up, where we share announcements, celebrate birthdays, recite our school rules and sing our school song. Therefore, we ask that your 1st-5th grade scholar arrive by 8:05 am to participate in this important morning tradition.

### School Schedule by Grade

**Pre-K:** 9:00 AM arrival, 3:00 PM Dismissal

**Kindergarten:** 8:05 AM (Classroom), 3:30 PM Dismissal

**1<sup>st</sup>-5<sup>th</sup> Grade:** 8:05 AM (Morning Line-Up), 3:30 PM Dismissal

**ALL GRADES are dismissed at 1:00 PM every Friday.**

### Attendance and Truancy

Parents/guardians are required to notify the school on all days when scholars will be absent. Notification can be made by email, written note, or by calling the school at 202-265-7237 by 8:00am. Emails should be sent to [attendancebkld@ewstokes.org](mailto:attendancebkld@ewstokes.org). Some absences will be excused if you communicate with the school. These include:

- Illness of the scholar (A doctor's notice is required if a scholar is absent for three consecutive days.)
- An emergency that requires the presence of the scholar at home
- Death in the immediate family
- Observance of religious holidays

- Other absences approved by the Director of Student Services or Director of Teaching and Learning.
- Requests must be received for approval 2-weeks prior to the requested date.

If you do not notify the school about your scholar's absence within 5 days upon your scholar's return to school, or if the absence is for a reason not listed above, the absence will be considered "unexcused". Each time a scholar has one (1) unexcused absence, the school will attempt to contact the parent or guardian by 4:00pm of the same day. The law requires that the school contact The DC Child and Family Services Agency after the accrual of ten (10) unexcused absences. After twenty (20) consecutive days of unexcused absences, the scholar will be removed from the school roster and parents/guardians will be required to complete the re-enrollment process. Not only can unexcused absences result in failing grades but there is also growing evidence of the long-lasting effects of childhood truancy on future success.

### Arrival and Tardiness

For 1st –5th grade scholars, school begins with morning line-up at 8:05 AM (Kindergarten begins at 8:05 in the classroom). A scholar who arrives in their class after 8:15 AM is considered tardy. Scholars must sign in at receptionist's desk and pick up a tardy pass to take to class. Habitual tardiness disrupts class learning, puts your scholar at an educational disadvantage, can be considered educational neglect, and may be referred to DC Child and Family Services.

### Dismissal and Early Dismissal

Please note the dismissal times of each grade and please be on time to pick up your scholar. Pre-K and kindergarten scholars get picked up from their classrooms. First through fifth grade scholars are dismissed from the multi-purpose room. Scholars who are not picked up within 15 minutes of their dismissal time will be automatically enrolled in the Aftercare Program and parents will be charged the daily Aftercare rate.

Whenever it is necessary for a scholar to leave during school hours, parents/guardians MUST notify his/her teacher in writing. When picking up a scholar before his/her regular dismissal time, the parent/guardian must report to the receptionist's desk to sign the scholar out and the receptionist will notify the classroom teacher. Appointments away from school should only be scheduled during the school day when absolutely necessary.

***Scholars will only be released from school to an adult who is authorized by the parent/ guardian.***

### Drop-off and Pick-up

Parking on Oakview Terrace is extremely limited. Please obey traffic patterns, abide by all road signs, use common sense and respect our neighbors. Please do not park in front of driveways (even "just for a minute"), in front of the fire hydrant, or in any way that blocks traffic. Please use sidewalks—not our neighbors' yards—and refrain from littering. Any car illegally parked on school grounds is subject to be towed at owner's expense.

### Oakview Terrace and Perry Street

During morning drop-off, please do not drive up Oakview Terrace. Parents are encouraged to park on nearby streets and walk their scholar(s) up Oakview Terrace for both drop-off and pick-up.

### Otis Street

The gate on Otis Street is opened from 7:30am-8:30am for drop-off and 3:00-4:00pm for dismissal (12:45pm —1:30pm for Friday dismissal). For safety reasons we ask that parents drop their scholar off on the school side of Otis Street. Please do not park on the school side during drop off. Trained Safety Patrollers will escort your child into the building.

### Before School

Starting at 7:30am, scholars may be dropped off at school for our before school program. Scholars are offered breakfast and a variety of activities promoting a healthy and happy start to their day. There is no cost to parents/guardians for before care.

### After School Program

Our *All About Kids and Families* after school program begins at **3:00 PM** and ends at **6:00 PM**. Scholars are served supper and participate in academic support, enrichment and recreational opportunities.

We offer extracurricular after school activities to all of our scholars. These include music lessons (such as steel drums, violin, choir and more), and clubs (such as robotics or martial arts). Please stop by the front desk for this year's activity list.

Fees for the after school program and extracurricular activities are charged on a sliding scale dependent on family income, and are due bi-weekly. Clarence Bell-Alston directs our *All About Kids and Families* after school program. He can be contacted at [stokesaakf@hotmail.com](mailto:stokesaakf@hotmail.com).

### Emergency Procedures

Stokes School has created an emergency plan in conjunction with the DC Emergency and Safety Alliance that provides vital information about our school to the DC Metropolitan Police and Fire Departments in case of an emergency. It is essential that parents provide the school with current phone numbers and contact information so the school can reach you in case of an emergency. Please notify the school's front office when you have a change of address or telephone number. You may provide updates by calling 202-265-7237 x 101 or emailing [mariamo@ewstokes.org](mailto:mariamo@ewstokes.org).

If Stokes School is closed/delayed due to inclement weather, the school will contact parents using Send Word Now via phone call, text message, or email. If Stokes School has a 2-hour delayed opening, the doors will not open until 10:05. All scholars are expected to be in class by 10:15. **IF THERE IS A DELAYED OPENING BEFORE CARE WILL NOT BE PROVIDED.**

You can also call the school for updates at 202-265-7237 or consult the school's website: [www.ewstokes.org](http://www.ewstokes.org), Facebook page or Twitter.

## HEALTH AND WELLNESS

Stokes School complies with the DC Healthy School Act. As a result, we have healthy and nutritious school meals prepared on-site, a flourishing school garden, health education classes, and daily PE classes for scholars.

### Food Services

Food fuels the brain and affects behavior and academics. Our school-wide wellness initiative was implemented to support developing healthy habits that last a lifetime. Our food service and policies reflect our emphasis on leading healthy lifestyles. Stokes School serves breakfast, lunch, and supper (for scholars who participate in the Afterschool Program).

Scholars may bring their own lunches or eat school lunch depending on their daily preference. Special meal options are available for scholars with dietary restrictions. Fresh fruit and vegetables are available throughout the day for scholar consumption. No pork or nut products are used in school meals or snacks. The menu is published monthly on the school website, and is posted in classrooms and common areas around the building. If you choose to send lunch with your scholar, please note that **due to some of our scholars having severe food allergies, Stokes School has a strict NO NUTS policy.** We encourage parents and guardians to join us for lunch, as scholars learn manners and conversation skills.

Refrigeration is not available for scholars who bring lunch from home; therefore, please keep in mind that the lunch should be packed so that it remains fresh and safe to eat. Microwaves are also not available for scholar use. To the best of our ability, the school also maintains a “no sharing lunch” policy.

### Fees for School Meals

Breakfast and supper are available at no cost to families. The cost of school lunch is based on a sliding scale based on income. Each family completes a school lunch application prior to the start of school which determines the cost for their family. Parents and guardians are billed for lunch on a monthly basis and are expected to pay all bills that are incurred.

### Snacks

All classes have a designated snack time. Please check with your scholar’s teacher to determine how and when snacks are managed in the classroom.

We ask that you send snacks that are healthy and sustaining such as fruit, vegetables, granola bars (without nuts), hummus, cheese, crackers, veggie chips, etc. **Stokes school prohibits snacks such as donuts, cookies, potato chips, chocolate, candy, or sodas.** If any of these prohibited items are sent to school, scholars will be asked to return those items to their backpacks, as they will not be allowed to eat them in school. Healthy snacks are offered to all scholars free of charge.

### Birthday Celebrations

We want all children to feel special on their birthdays and we celebrate throughout the day of his/her birthday. We start the day by singing happy birthday in all three languages during morning line-up.

In accordance with our wellness policy and in an effort to limit class disruption, once each month classes may hold a celebration for all scholars who have birthdays during that month.

**Parents must make arrangements with classroom teachers for birthday celebrations at least**

**one week in advance.**

Parents are encouraged to bring healthy snacks, natural fruit juices or water, and limit sweet to **one small nut free baked good** per scholar.

Please no chips, candy, soda or sugared drinks, goody bags or piñatas.

Parents may also provide an activity, like games or reading a story. Talk to your teachers for ideas and approval.

To honor your scholar's birthday you may consider donating a book to the library with your scholar's name listed on the donation plaque inside the book.

**Health Issues**

A medical record is kept on your scholar and is updated yearly. The records are confidential and are kept in a secured filing cabinet. Stokes School complies with D.C. laws that require physical, dental and immunizations records to be updated yearly. You are required to have your physician complete the forms provided and return them to the school by the first day of school. Documentation of immunizations must be presented upon entry to school.

Parents/guardians should make every attempt to give medication to scholars before or after school. The school is unable to dispense any medication, including over the counter medications, to scholars without an authorization for administration of medication form completed and signed by a doctor and parent/guardian. Disciplinary action may be taken in the event that a scholar brings controlled substances to school. If your scholar needs medication during school hours, please see the school nurse for the proper paperwork and procedures. This includes children who have received permission from their physician to carry an asthma inhaler. Parent/guardian must provide this paperwork along with the medicine to the school nurse.

A scholar diagnosed with Pediculosis (infestation by live head lice) may remain in school that day; however parents or guardians should commence treatment at the conclusion of the school day. The child may return to school upon submitting to the school nurse a parent's or guardian's note attesting to the fact that the scholar is undergoing treatment. A scholar with nits (lice eggs) shall not be excluded from school; however the school nurse, principal, or designee shall send a note to the parents or guardians advising them to monitor the child for re-infestation.

Ringworm is also a common problems among school-age children. If you find that your scholar has ringworm, please notify the school so that preventive measures can be taken. Scholars with ringworm may not attend school until they are successfully treated with medication and no longer at risk for infecting others.

For your scholar's welfare and for the protection of others, it is important to keep your scholar home if he or she has:

- A fever over 100 degrees during the past 24 hours;
- A cold in the active stages;
- A sore throat and/or swollen neck glands;
- An undiagnosed rash or skin eruptions;
- Vomiting or diarrhea within the past 24 hours; and/or

- Head lice or ring worm that has not been treated with medication.

### Field Trip Medication Administration Policy

Scholars that are under the care of a medical provider and have a prescribed medication order shall be eligible to have their medication administered while on their field trips only when absolutely necessary.

The scholar's parent/caregiver may administer medication on the field trip.

If the parent/caregiver cannot participate in the field trip, the principal will designate a school staff member who has completed the "Administration of Medication" (AOM) training and has a current certificate on file.

The principal will communicate to the school nurse the names of scholars with special needs who are attending a field trip three days in advance of the field trip.

On the day of the field trip the school nurse will make available to the school trained medication aide a single dose of the affected scholar's daily prescribed medication and/or the scholar's "as needed" medication for administration while participating on the school field trip.

The school nurse will place medication in a clear zip lock bag labeled with the scholar's name, along with a copy of the signed Authorization for Medication Administration Form and a Medication Administration Record (MAR) specifically labeled for use while on school sponsored field trips.

The school nurse and the trained medication aide will verify the contents of the box/bag and it will then be signed out by both the school trained medication aide and the school nurse utilizing the Medication Sign-out sheet.

Immediately upon arriving back to school grounds, the school nurse and the school trained medication aide will verify the contents of the box/bag and sign them back in to the health office, utilizing the Medication Sign-Out sheet.

The school nurse will establish and maintain in the health office a medication notebook in which all school trained medication aides' document medication administration in accordance with their training.

Upon return to the school, if administration of medication was required while on the school sponsored field trip the school trained medication aide will record that the medication was administer on the "record of administration sheet" in the medication administration book, located in the health suite or Principal's office.

Document any unexpected occurrences and/or returned medication that was not administrated in accordance with the established Administration of Medication policies and procedures.

## **OTHER IMPORTANT THINGS TO KNOW**

### **Dress Code**

We do not have school uniforms, but we require that scholars dress appropriately for the weather and learning activities. We discourage t-shirts with negative messages, halters, midriffs, short shorts, short skirts, and short dresses. Hats are discouraged except in cases of religious beliefs or medical conditions. Because of gang activity, bandanas are highly discouraged as well. We encourage scholars to wear sturdy shoes that are suitable for outdoor play and physical education. Scholars can be asked to change their clothes or sent home for clothing that is deemed inappropriate.

### **Toys, Cosmetics and Electronic Games**

Scholars are not allowed to bring toys, cosmetics, electronic games, radios, fireworks, CD players, iPods, or MP3 players unless these items are part of a classroom or school-sanctioned activity.

**Scholars are allowed to bring cell phones, however they must be turned off and placed in their backpack while they are in school.**

### **Computer and Internet Acceptable Use Policy**

Stokes School has the ability to enhance the education of its scholars through the use of computers. The school offers electronic network access for scholars, teachers, staff and parents within the school.

Stokes School does not condone the use of controversial or offensive materials found on the internet and takes precautions to limit scholar access to such content by providing adult supervision, using filtering software, and by teaching scholars to use computers responsibly. Within reason, freedom of speech and access to information will be honored. School employees, scholars and parents must be aware that access to the Internet will be withdrawn from users who do not respect the rights of others or who do not follow the rules and regulations established by Stokes School.

### **Parent/Guardian Volunteer Opportunities**

Parents make all the difference at Stokes School, and we couldn't do what we do without you. There are numerous opportunities for parent involvement which are designed to help parents support their scholar's education and development.

Volunteer opportunities include, but are not limited to:

- Stokes School PTA
- Board membership
- Fundraising campaigns
- Scholar enrichment activities, service learning activities, classroom assistance and field trip chaperones
- Gardening
- Kitchen help
- Campus beautification days and handyman projects
- Advocacy and advisory committees

Parents/guardians, grandparents or other family members interested in volunteering are encouraged to contact Ana Maria Donado, Parent Engagement Coordinator [anad@ewstokes.org](mailto:anad@ewstokes.org), for more information. Please note that for the safety of our children, school volunteers may be required to undergo a

background check.

### **School Traditions**

Stokes School has a number of school traditions with which families will become acquainted. Specific details about each tradition will be communicated through various modes including the school newsletter, website, Facebook and Twitter.

Throughout Year

School Spirit Day (every Friday—wear your Stokes School t-shirt!)

**August/September:** New Parent Orientation, First Day Celebration, Back to School Night, Hispanic and Latino Heritage Month Celebration

**October:** Fall Outing, Taste of Stokes

**November:** Student Government Elections, Trimester Showcases

**December:** PTA Pancake Breakfast, Winter Break

**February:** 100th Day Celebration, Friendship Ball, Black History Month Celebration

**March:** Dr. Seuss' Birthday Celebration, Trimester Showcases

**April:** Standardized testing

**May:** Standardized tests, Staff Appreciation Week, Volunteer Luncheon, Study Tours (fifth grade), Out of town trips (third and fourth grade)

**June:** Stepping Up Day (Kindergarten), Graduation (fifth grade), Alumni Luncheon

### **ACADEMICS AND LEARNING**



### Curriculum

Our curriculum emphasizes hands-on, student centered and inquiry based learning. As we transition to the Primary Years Programme (PYP), we are revising our Pre-K through 5th grade units of study to involve deeper transdisciplinary learning. All content areas will be taught through in-depth inquiry of transdisciplinary themes and central ideas and integrate our current curricula. In pre-k, we currently follow the Creative Curriculum emphasizes developmentally appropriate learning through play for our youngest scholars.

In Kindergarten through fifth grade, we currently use an approach of Balanced Literacy to teach the Common Core State Standards (CCSS) for Language Arts, including Writer's Workshop all languages and Words their Way for word study.

Our K-5 mathematics curriculum is called Investigations, where students develop deep conceptual understanding of the CCSS and engage in the CCSS Mathematical Practices. As we develop our transdisciplinary units of study for the PYP, we will continue to draw upon the Next Generation Science Standards (NGSS) and the DC Standards of Teaching and Learning for Social Studies K-5th grade.

### Assessments

scheduled each trimester for families and teachers to discuss scholar academic and socio-emotional growth. Parents/guardians are asked to meet with their scholar's teacher at least three times throughout the year, but are encouraged to make appointments with their scholar's teacher more often than the scheduled dates for conferences. Each trimester, standards-based report cards are issued to document scholar learning.

As mandated for all DC Public and Charter Schools, our third through fifth graders take the Partnership for Assessment of Readiness for College and Careers (PARCC) standardized assessment in English Language Arts and Mathematics. Pre-kindergarten through second grade scholars are also given formative and annual standardized assessments (please refer to Table 1 on page 16). These, along with curricular aligned and teacher-generated assessments, give parents/guardians and teachers a variety of ways to monitor scholars' academic development. Classroom teachers are able to track scholars' mastery of specific skills and are available to discuss progress with parents/guardians.

**Table 1: Stokes School uses the standardized tests below to determine scholar proficiency in various subjects.**

Standardized Test	Skill Area Tested	Grade Levels Tested	Time of Year Administered
Partnership for Assessment of Readiness for College & Careers (PARCC)	Reading & Math	3rd—5th	Spring
Assessing Comprehension & Communication in English State to State (ACCESS)	English Proficiency	K-5th	Late Spring

STAMP	Spanish or French Proficiency	2nd, 5 <sup>th</sup>	
Fountas & Pinell Benchmark Assessment System	English or Spanish Reading	K— 5th	Fall, Winter and Spring
GB+ (Developmental Reading Assessment)	French Reading	1st-5th	Fall and Spring
Northwest Evaluation Association (NWEA)	Reading & Math	K-5th	Fall, Winter and Spring
Teaching Strategies (GOLD)	Developmental assessment for early childhood	Pre-K	Throughout the year

### Student Support Services

Support services are available to students who are not making adequate progress at school. Students who consistently display difficulties progressing or achieving in expected areas of growth and/or learning should be referred to the Student Support Team (areas of expected growth include, but are not limited to: academic, social/emotional, behavioral, cognitive, language and motor skills). The Student Support Team (SST) is composed of the SST coordinator, a general educator, a special educator, the school psychologist and a parent/guardian. The team may also include the Director of Teaching and Learning, Director of Student Support, specials teachers, the school nurse, special service providers (e.g., speech-language pathologist and/or occupational therapist) as well as other school staff.

Prior to an initial SST meeting, student data is collected in the form of written observations, discipline forms, behavior data sheets, attendance records, class assignments and tests, standardized test results, parent feedback, school staff reports and other data. At the meeting, team members present and discuss scholars' data as well as intervention possibilities. With the aim of improving scholars' rate of learning and their ultimate school success, team members choose appropriate strategies and interventions to be implemented for a six-week time frame. After the six-week period, the SST reconvenes, evaluates the effectiveness of the plan, and develops next steps.

### Referring a Student for Support Services

Any adult in the Stokes School community (i.e., staff member or caregiver) may refer a student for support services. Completed referral forms should be provided to Everett Richardson, Special Education/504/SST Coordinator. Jonah Davenport, Pre-K Coordinator, processes referrals for our Pre-K scholars.

Possible Interventions include:

- -Response to Intervention (RTI)
- -Functional Behavior Assessments (FBA)
- -Behavior Intervention Plans (BIP)
- -Classroom Behavior Interventions
- -Teacher Consultation Sessions
- Evaluations:
- Psychological
- Physical Therapy
- Occupational Therapy

- Speech-Language
- Individualized Education Programs (IEP)
- Brief Individual Counseling Sessions
- Long-Term Individual Counseling Sessions
- Pair Counseling Sessions
- Brief Family Counseling Sessions
- Parent Skills Education Sessions
- Community Referrals
- In-Patient Hospitalization
- Alternative School Placement
- Residential Educational Treatment Center

**Response to Intervention (RTI)** is a multi-tier approach to the early identification and support of students with learning and behavior needs. The RTI process begins with high-quality instruction and universal screening of all children in the general education classroom. Struggling learners are provided with interventions at increasing levels of intensity to accelerate their rate of learning. These services may be provided by a variety of personnel, including general education teachers, special educators, and special service providers. Progress is closely monitored to assess both the learning rate and level of performance of individual students. Educational decisions about the intensity and duration of interventions are based on individual student response to instruction. RTI is designed for use when making decisions in both general education and special education, creating a well-integrated system of instruction and intervention guided by child outcome data.

For RTI implementation to work well, the following essential components must be implemented with fidelity and in a rigorous manner:

***High-Quality, Scientifically Based Classroom Instruction***

All students receive high-quality, research-based instruction in the general education classroom.

***Ongoing Student Assessment***

Universal screening and progress monitoring provide information about a student's learning rate and level of achievement, both individually and in comparison with the peer group. These data are then used when determining which students need closer monitoring or intervention. Throughout the RTI process, student progress is monitored frequently to examine student achievement and gauge the effectiveness of the curriculum. Decisions made regarding students' instructional needs are based on multiple data points taken in context over time.

***Tiered Instruction***

A multi-tiered approach is used to efficiently differentiate instruction for all students. The model incorporates increasing intensities of instruction offering specific, research-based interventions matched to student needs.

***Parent Involvement***

Schools implementing RTI provide parents information about their child's progress, the instruction and interventions used, the staff who are delivering the instruction, and the academic or behavioral goals for their child.

Though there is no single, thoroughly researched and widely practiced “model” of the RTI process, it is generally defined as a three-tier (or three-step) model of school supports that uses research-based academic and/or behavioral interventions.

### **Tier 1: High-Quality Classroom Instruction, Screening, and Group Interventions**

Within Tier 1, all students receive high-quality, scientifically-based instruction provided by qualified personnel to ensure that their difficulties are not due to inadequate instruction. All students are screened on a periodic basis to establish an academic and behavioral baseline and to identify struggling learners who need additional support. The length of time for this step can vary, but it generally should not exceed 6 weeks. During that time, student progress is closely monitored using a validated screening system such as a curriculum-based measurement. At the end of this period, students showing significant progress are generally returned to the regular classroom program. Students not showing adequate progress are moved to Tier 2.

### **Tier 2: Targeted Interventions**

Students not making adequate progress in the regular classroom in Tier 1 are provided with increasingly intensive instruction matched to their needs on the basis of levels of performance and rates of progress. Intensity varies across group size, frequency, and duration of intervention. These services and interventions are provided in small-group settings in addition to instruction in the general curriculum. A longer period of time may be required for this tier, but it should generally not exceed a grading period. Students who continue to show too little progress at this level of intervention are then considered for more intensive interventions as part of Tier 3.

### **Tier 3: Intensive Interventions and Comprehensive Evaluation**

At this level, students receive individualized, intensive interventions that target the students’ skill deficits. Students who do not achieve the desired level of progress in response to these targeted interventions are then referred for a comprehensive evaluation and considered for eligibility for special education services under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004). The data collected during Tiers 1, 2, and 3 are included and used to make the eligibility decision.

**It should be noted that at any point in an RTI process, IDEA 2004 allows parents to request a formal evaluation to determine eligibility for special education. An RTI process cannot be used to deny or delay a formal evaluation for special education.**

In addition to variations in the tiers used to deliver RTI services, schools use different approaches in implementation, such as problem-solving, functional assessment, standard protocol, and hybrid approaches. Although there are many formats for how a school might implement RTI to best serve the needs of its students, in every case RTI can be a school-wide framework for efficiently allocating resources to improve student outcomes.

\*Taken from the RTI Action Network, A Program of the National Center for Learning Disabilities

**A Functional Behavior Assessment (FBA)** is a process that identifies specific target behavior, the purpose of the behavior, and what factors maintain the behavior that is interfering with a scholar's educational progress. An FBA can be conducted for scholars with behavioral or emotional problems that are interfering with their educational progress or the progress of classmates. Any scholar who is exhibiting challenging behaviors that are not responding to typical school interventions may benefit from a having

a functional assessment. Conducting an FBA before a behavior escalates into a disciplinary action allows both the teachers and parents to focus on positive outcomes and can help build a positive relationship between the teacher, student, and family.

**A Behavior Intervention Plan (BIP)** takes the observations made in a Functional Behavioral Assessment and turns them into a concrete plan of action for managing a student's behavior. A BIP may include ways to change the environment to keep behavior from starting in the first place, provide positive reinforcement to promote good behavior, employ planned ignoring to avoid reinforcing bad behavior, and provide supports needed so that the student will not be driven to act out due to frustration or fatigue.

### Resolving Problems at School

If either you or your scholar encounter a specific problem or concern at school, the following steps should be taken:

1. Contact your scholar's teacher
2. If not resolved, contact Constanza Rosas, Director of Teaching and Learning [constanzar@ewstokes.org](mailto:constanzar@ewstokes.org), or Abby Sondak, Dean of Students, [abbys@ewstokes.org](mailto:abbys@ewstokes.org).
3. If not resolved, you may write a letter to Bobby Caballero, Campus Director or email him at [bobbyc@ewstokes.org](mailto:bobbyc@ewstokes.org).
4. If not resolved, you may write a letter to Erika Bryant, Executive Director or email her at [erikab@ewstokes.org](mailto:erikab@ewstokes.org).
5. If not resolved, you may write a letter to Erica McGrady, Chair of the Board of Trustees, or email [boardchair@ewstokes.org](mailto:boardchair@ewstokes.org).

### Communicating With Your Scholar's Teacher

**We encourage regular communication between parents and teachers. There are several ways for you to reach teachers:**

Via email - every teacher at Stokes School has an email address that they check regularly. Please check the staff page on the school's website ([www.ewstokes.org](http://www.ewstokes.org)) for teachers' email addresses

Communication Folder/Planner - You can write a note to your scholar's teacher and place it in your scholar's communication folder/planner

Face to Face - You can speak to your scholar's teacher before class begins or after class ends

Appointment - You can set up an appointment with your scholar's teacher

**Only emergency telephone calls** be transferred to the classroom during instructional time.

### Visiting the Classroom

Every person visiting their scholar's classroom during instructional time must:

- Make an appointment in advance
- Sign-in at the front desk
- Get a visitor's pass
- Be respectful and mindful of teaching and learning time

## DISCIPLINE/SCHOOL CULTURE

### Promoting A Positive School Climate

Our aim at Stokes School is to promote mutual respect, academic excellence, an appreciation of diversity, and exemplary behavior for all our scholars. Our school rules exist to create and preserve an

environment in which scholars are free to learn and develop. Everyone within our school community agrees to adhere to the following three rules and core values.

#### **The Three School Rules**

I will take care of myself.  
I will take care of others.  
I will take care of my community.

#### **Core Values**

Excellence  
Respect  
Diversity

#### **Rituals that Promote and Expand Positive Community**

Each morning we gather as a school community for morning line-up. We sing together, recognize birthdays, and celebrate individual and school-wide achievements. In addition, examples of how scholars and staff have practiced the three school rules are shared.

Periodic school activities bring us together to mark specific yearly events (e.g., Dr. Seuss' birthday, Month of La Francophonie, Hispanic and Latino Heritage Month, Black History Month, Friendship Ball, Family Holiday Celebration, Heritage Day, Cherry Blossom Festival, etc.).

#### **Opportunities and Programs for Strengthening Emotional Competencies**

Stokes School provides a variety of programs and activities designed to help scholars strengthen social and emotional competencies:

- Our teachers are trained to use positive approaches to support appropriate or desirable behaviors
- Scholars are engaged in service-learning projects
- Cross-curricular and after-school activities focus on fun, learning, social and emotional skill building;
- Our physical education program promotes collaboration
- The School Psychologist is available to meet with parents to share strategies, and techniques to help strengthen their children's emotional competencies.

#### **Stokes School takes a restorative approach to discipline. Restorative conversations address the following questions:**

- What happened?
- Who has been affected?
- How can we repair the harm done?
- What have we learned that will help us make better choices next time?

The goal is to identify where the undesired behavior is coming from and what the student is trying to express through that behavior. Classroom teachers address behavior within the classroom setting first. If the behavior escalates to a Tier 2 or 3 infraction, the teacher will fill out a behavior referral and escort the student to the Dean of Students. From there, the Dean of Students will help the student work through the issue that they are experiencing, brainstorm logical consequences for their actions, and help the student find ways to repair the harm done as a result of the behavior before returning to class. Parents may be contacted once a student has been brought to the office.

Below is a list of Tier 1, 2, and 3 infractions and interventions.

**Tier I Infractions:**

Inappropriate/disrespectful language (non-direct)  
Disruptive behavior  
Property misuse/damage  
Defiance/non-compliance  
Leaving the classroom without permission  
Refusal to participate/refusal to work  
Possession of prohibited electronic devices

**Student should only be sent to the Dean of Students after their third Tier I infraction.**

**1<sup>st</sup> infraction:** Classroom staff administers intervention.

**2<sup>nd</sup> infraction:** Complete the Stokes Student Discipline Form (SSDF); staff administers intervention(s).

**3<sup>rd</sup> infraction:** Complete the SSDF and take the student to the Dean of Students.

**Tier I Interventions:**

Planned ignoring  
Reteach & practice expected behavior  
Non-verbal cue  
Written Reflection  
Proximity  
Change seat  
Humor  
Verbal reminder  
5 min-time-out  
Buddy classroom  
Student conference  
Loss of privilege  
Over-correction  
Restorative conversation

**Tier II Infractions:**

Repeated Tier I Behaviors  
Mild physical aggression  
Inappropriate/disrespectful language (directed)  
Lying/cheating  
Minor property damage/destruction (less than \$100)  
Physical contact/horseplay  
Writing/markings on desk  
Inappropriate use of technology  
Verbal Aggression  
Harassment/bullying/threatening

**Tier II Interventions**

When a Tier I Intervention is not possible and/or not effective, select an option from below:

Planned discussion  
Written Assignment

Parent Contact  
Student & Parent Conference  
Behavior contract  
½ day In-School suspension  
Restorative Conference

**Tier III Infractions:**

Severe harassment/bullying/threatening  
Fighting/physical aggression  
Leaving school grounds without permission  
Severe disruption  
Severe, repetitive defiance/non-compliance  
Sexually suggestive/explicit behavior  
Theft  
Major property damage/destruction (more than \$100)  
Arson  
Possession/use of a weapon  
Bomb threat  
Possession/use/distribution of alcohol, tobacco, and/or other drugs

**Tier III Interventions**

When a Tier I or Tier II Intervention is not possible and or not effective, select an option from below:

Restorative Conference  
Behavior contract  
In-school suspension  
Out of school suspension  
Contact law enforcement  
Community referral  
Expulsion

**Suspension**

Stokes School complies with the Student Fair Access to School Act of 2017. In very rare instances, an in-school or out of school suspension may be necessary. If suspension is warranted, parents will be contacted and the student will be provided with classwork to be completed during the duration of the suspension. The number of days for suspension is based upon the severity of the infraction, the age of the student, and previous infractions. The parent or guardian will receive written notice and the suspension will become effective immediately, unless otherwise stated by the administrator on duty. Students are required to complete their academic assignments during their suspension.

Upon returning to class, a re-entry restorative conference will be held. Parents, teachers, the student, and the Dean of Students will be invited to participate in this process.

Stokes School complies with federal guidelines when disciplining scholars with special needs. In the event that 10 days of suspension has been reached, a “Manifestation Determination Meeting” will be conducted no later than 10 days after disciplinary action.

**Expulsion**



When a scholar is expelled, she/he is not allowed to be present in the school environment. IF a scholar repeatedly engages in undesirable behaviors that necessitate suspension, she/he may be expelled from Stokes School. Additionally, a scholar who brings in or is in possession of weapons, illegal drugs or alcohol while at school, will be expelled. A serious breach of discipline may result in immediate suspension or expulsion without warning.

#### **Appeal Process**

Parents/guardians can appeal any discipline decision. However, the appeal must be made first to the Campus Director, Bobby Caballero ([bobbyc@ewstokes.org](mailto:bobbyc@ewstokes.org)), in writing. If not satisfied, parents can appeal to the school's Board of Trustees, in the form of a letter or by emailing [boardchair@ewstokes.org](mailto:boardchair@ewstokes.org). The Board of Trustees may invite the parent/guardians and scholar to appeal in person at a regularly scheduled, or special meeting of the Board. The decision of the Stokes School Board of Trustees is final.

#### **ADMINISTRATIVE PERSONNEL**

<b>Title</b>	<b>Name</b>	<b>ext.</b>	<b>email address</b>
Founder	Linda Moore	104	<a href="mailto:lindam@ewstokes.org">lindam@ewstokes.org</a>
Executive Director	Erika Bryant	103	<a href="mailto:erikab@ewstokes.org">erikab@ewstokes.org</a>
Director of Teaching and Learning	Constanza Rosas	102	<a href="mailto:constazar@ewstokes.org">constazar@ewstokes.org</a>
Campus Director	Bobby Caballero (Mr. Bobby)	136	<a href="mailto:bobbyc@ewstokes.org">bobbyc@ewstokes.org</a>
Director of Data/Planning/ Accountability	Julia Senerchia	102	<a href="mailto:julias@ewstokes.org">julias@ewstokes.org</a>
School Social Worker	Caira Temple	123	<a href="mailto:cairat@ewstokes.org">cairat@ewstokes.org</a>
Director of Operations	Fresia Cortés	101	<a href="mailto:fresiac@ewstokes.org">fresiac@ewstokes.org</a>
Dean of Students/ Communications Manager	Abby Sondak	148	<a href="mailto:abbys@ewstokes.org">abbys@ewstokes.org</a>
Director of Special Education	Everett Richardson	180	<a href="mailto:everettr@ewstokes.org">everettr@ewstokes.org</a>
Director of Finance	Bill Moczydlowski	124	<a href="mailto:billm@ewstokes.org">billm@ewstokes.org</a>
Family Engagement Coordinator	Ana Maria Donado	115	<a href="mailto:anad@ewstokes.org">anad@ewstokes.org</a>
Security	Gerald Menslah	100	<a href="mailto:geraldm@ewstokes.org">geraldm@ewstokes.org</a>

#### **TIPS FOR HELPING YOUR SCHOLAR LEARN A SECOND LANGUAGE**

Use your primary language. It is VERY important that scholars become fluent speakers, listeners, readers and writers in their primary language. Your scholar's competence in your first language will directly affect second language learning.

Be a role model for your scholar. It is very encouraging for your scholar to see you using your native language during various activities including: talking to others, reading newspapers, attending cultural events, etc.

Help and encourage your scholar to join activities after school and to have social contact with friends where they are practicing English, French, and Spanish in real situations.

Making mistakes is all part of learning a new language. Don't correct every mistake, as this is discouraging to your scholar. Remember when your scholar was a baby and you were so happy and encouraging when they started to speak in your native language, no matter what mistakes they made.

Be patient with your scholar's language learning. It's a learning process that will take some years.

Encourage your scholar to read every evening, or read to them. This helps scholars learn new vocabulary.

Encourage your scholar to write a journal in English, French, or Spanish. This is especially good during holidays.

Make sure that your scholar has a translation dictionary. Encourage them to use it at home and to label things around the house.

Have bilingual materials at home (books, posters, music, videos, etc.) as a part of everyday life. Some materials are available in the school library.

Give your scholar lots of praise! Learning a new language can be very frustrating.

## **Pre-K Parent Handbook**

### **Elsie Whitlow Stokes Community Freedom Public Charter School**

Pre-K Goal and Guiding Principles  
Language model  
Program Background  
Daily Schedule  
Parent-Teacher-School Communication  
Visitor guidelines  
What to Wear  
Food and Snacks  
Rest Time  
Field Trips  
Items to and from home  
The First Day of School  
Expectations/Discipline  
Toileting

#### **Pre-Kindergarten Goal**

Our goal is to create an environment where scholars are encouraged to explore, play, create, and wonder. Teachers promote inquiry, initiative, respect, and love through positive modeling, recognition of the unique value of each scholar, and the steady assessment of all areas of scholar development.

#### **Guiding Principles**

Stokes School's Pre-K guiding principles are informed by the National Association for the Education of Young Children (NAEYC). Our vision of education resides within the statements below.

#### **Creating a Caring Environment**

Children are intense explorers. Puzzles and paint and people are out there to be solved, expressed, and discovered. We seek to provide inviting, highly-interactive, and purposeful spaces in which scholars may best demonstrate their intelligence. The classroom space should not only function, it should inspire.

Time is also an essential element of our play and explorations. Scholars are given sufficient time to develop play schemes and follow questions to an answer.

Perhaps the most important element in a scholar's daily environment is a teacher. We all teach and learn through the relationships we build with each other.

#### **Teaching to Enhance Development**

It is our job as teachers to understand your scholar and scholar development. By observing, documenting, and measuring your scholar's actions, we are better able to suggest more enticing challenges and minimize frustration and boredom. We seek to address the whole scholar. All developmental areas are important. Language, social-emotional skills, big and small motor skills, and cognitive tasks all feed each other and, eventually, academic subjects.

#### **Planning Curriculum to Achieve Important Goals**

The basis of our curriculum is Creative Curriculum. Many school-based programs are significantly scripted, dictating the order and duration of each area of content. Creative Curriculum is open to following each scholar's lead, while providing sufficient structure to address all areas of development.

### Assessing Children's Development and Learning

Teachers must know where scholars are to best help them grow. We are continually recording our observations of each scholar and comparing this information to standard developmental expectations. Over time, we develop a big picture of each scholar's strengths and challenges. This picture informs us on how to structure activities for each scholar and the class.

### Establishing Reciprocal Relationships with Families

You are the most important teacher for your scholar. We strive to connect with you and your values as a way to best promote the growth of your scholar, as well as build our classroom and school community. The tapestry of cultures, languages, experiences, talents, and interests inherent in our school community provides challenges and opportunities. Working together toward a common goal will maximize learning for everyone.

### Language Model

Pre-K scholars will experience 90% of their day in the target language and 10% in English. The home classrooms are the domain of the target language where the speech and written words are entirely in French or Spanish. The Pre-K Coordinator supplies instruction in English during Small Group time and Centers. Additionally, all teachers guide language acquisition through, morning meetings, lunch, and transition times.

### Program Background

EWS started in 1998 in a church basement in Mount Pleasant. We moved to our current site in 2008 and expanded to Pre-K at that time as a way to better prepare young learners for the expectations of kindergarten and the significant language component of our school. Our early childhood immersion program builds vocabulary and the sound of the language in each scholar. These essential elements of language acquisition flourish when started at a young age.

### Daily Schedule

A typical schedule is below. Music is offered on a biweekly basis. Talk to your scholar's teacher for his or her specific schedule.

9:00-9:20	Arrival / Morning Meeting
9:20-9:40	Music
9:40-10:20	Recess
10:20-10:40	Snack
10:40-11:10	Whole Group/AM centers/Story
11:10-11:40	Small Groups
11:40-11:50	Hand washing/Lunch Prep
11:50-12:30	Lunch
12:30-1:30	Quiet rest/nap
1:30-2:45	Centers
2:45-3:00	Closing Meeting
3:00	Dismissal

Please also make sure that your scholar can navigate his or her clothes so that he or she can quickly use the bathroom. Button-fly jeans can quickly frustrate a three year-old and lead to accidents. Shoes with laces are rarely manageable for Pre-K scholars. Scholars should have a change of clothes appropriate for the weather. This should be placed in a labeled plastic bag in their cubby on the first day of school.

### Food and Snacks

We are a nut-free campus. You may feel inconvenienced by this rule, but keep in mind this can have life threatening implications for some children. Our policy also prohibits soda and candy. If you choose not to send a snack with your scholar, fresh fruit and vegetables are provided.

Breakfast is provided to all scholars during before care. We request that you or a caretaker bring your scholar to the dining room to help him or her get settled.

The After School program provides a substantial snack/supper at 3:30pm. Your scholar must be enrolled in Aftercare to eat this meal. A weekly meal calendar is available on the Stokes School website.

### Rest Time

Almost all of our children benefit from a chance to recharge their batteries after a busy morning. We cannot mandate sleep, but we encourage scholars to rest and relax their bodies.

Each scholar should bring a labeled crib sheet for our mats and a labeled blanket.

Other rest time items such as a special “lovey” or a pillow are encouraged if they are calming or help your scholar sleep or relax. Sheets and blankets should come to school clean on Monday and will be sent home each Friday.

### Field Trips

Periodically one or more of our Pre-K Classrooms will leave the school campus in search of educational opportunities in our neighborhood and beyond. We will solicit parent volunteers for these outings and will do our best to give all parents sufficient notice to arrange their schedule if they wish to participate. Field trips range from walks around our school block to grade-level trips to a distant destination. Each field trip has purpose, for example looking for signs of spring or classifying buildings in our neighborhood. Field trips also allow us to teach safe and respectful behavior in our greater community.

### Items from Home

Generally, items from home should be left at home. A **backpack** and a school **folder** are the only mandatory items. Toys and dolls quickly become a distraction to the toy’s owner and peers. We have a large quantity of games, puzzles, dolls, and toys at school. Each class holds a sharing time in the daily calendar for items from home to be displayed to the class in a structured group format. A calendar will be issued so you will know which day is your scholar’s turn for sharing.

### 1<sup>st</sup> Day of School

The first day of school is often the first day *ever* that a scholar leaves his or her parents on a regular basis. It can feel traumatic for children and parents. Having witnessed and facilitated many difficult morning separations, we have a few suggestions:

DO – Keep a routine. Do the drop-off the same way each morning, gradually

stepping back your involvement so that your scholar freely enters the classroom or before care.

DO – Let teachers help. We can work with you to establish a plan that will ease this transition to school.

DON’T – Go away then come back “just to check.” If your upset scholar sees you, we often have to start

over and it can be that much more difficult to resettle. Often the best advice is “just leave,” as difficult as it is for parents.

DON'T – Bribe (I'll give you a cookie later,” lie (I'll be right back,”) or disappear. Each of these tactics may work in the short-term, but undermines the building of trust which we need to teach.

We promise to be sensitive to each family's routines and patterns and we know that we can successfully work together to ensure each scholar can come to school happily and on-time.

### Expectations/Discipline

It is frequently asked how we view discipline. Our primary response lies in our teachers' relationships with each scholar, the structure of our classrooms, and the educational opportunities we provide. Keeping our expectations of children reasonable and developmentally appropriate is a key to avoiding most misbehavior. As we have stated above, children are active explorers and primary agents in their own learning. Given a rich learning environment, enough space, and enough time, we are confident that disruptions and conflicts will be kept to a minimum. But when problems do arise, we strive to address each situation in context of the scholar's age and abilities. Every incident of misbehavior is an opportunity for growth.

One of our expectations for our scholars is a measured degree of independence. Having 19 three and four year-olds in one room can be daunting if each requires significant attention every time coats are worn to go outside. As a general rule, what children can do for themselves, we let them. Carrying his or her own backpack is a great start to instilling responsibility. The morning routine (putting backpacks and lunch boxes away) is another time for each scholar to show how much he or she can do alone.

### Toileting

Children **must be out of diapers** by the time they start our program. We realize that potty training does not always follow adult schedules and will work with each family to help provide a plan to prevent accidents. Two changes of clothes are especially important at the beginning of the school year.

Our expectation is that toilet training must include a scholar independently undressing and dressing, wiping and flushing. Teachers are always on hand to assist with emergencies, but this is among the most important independent tasks for our young scholars.

### Parent-Teacher-School Communication

Consistent and reliable communication with families is essential. Three and four year-olds develop very quickly and can be sensitive creatures. It is important that you know key details of your scholar's day and that teachers are aware of any changes at home that will affect your scholar's behavior in school.

We have many methods for communicating. Teachers create a weekly newsletter full of information about our classroom plans, letters of the day, upcoming important dates, teacher requests, and photographs from the past week's activities. Included on this weekly newsletter will be daily notes from teachers about scholar progress and challenges. We also use a parent-led list serve. Often weekly newsletters and other announcements are sent through e-mail to families who opt in to the list serve group.

In addition to the classroom communications, we hold parent-teacher conferences at least every

trimester. Stokes School provides a weekly newsletter, a website ([www.ewstokes.org](http://www.ewstokes.org)), and holds numerous parenting workshops and volunteer opportunities.

If you need to contact the classroom about a scholar absence, call the main school number, 202-265-7237, and inform the receptionist. More specific messages may be delivered to the teachers directly. The Pre-K Spanish A extension is **114**; French A is **134**. Spanish B is **120**. French B is **133**. Please be aware that if you are calling into the classroom between 9 and 3, there is a high likelihood that teachers will be heavily involved with scholar activities and may not be able to discuss anything at length. Leaving messages on classroom voicemail is not a reliable means of communication. Teachers are responsive to e-mail. Teacher e-mail addresses are shared with classes at the beginning of each school year and available in the Leadership and Staff section of the website.

### Visitor Guidelines

Parent visitors are always welcome. Family involvement in our program strengthens our mutual understanding and goal achievement. Ask your scholar's teacher for a time that will work for everybody. We strongly encourage parents or any visitor to be involved, not just to observe. You may help facilitate small groups or a center activity. Some ideas for classroom involvement are to ask scholars questions, wonder aloud about ideas to expand play, follow their lead, and gently moderate disputes. Teachers appreciate any assistance for transitions times such as lunch and the beginning and end of the day.

### What to Wear

Scholars need comfortable, active clothing every day. Putting on and taking off jackets and other outerwear is a challenge for three and four year-olds. We strive to make our scholars as skilled as possible with zippers, buttons, snaps, jackets, and backpacks. These skills serve to make each scholar more independent and speed transition time. Please label all of your scholar's gear.

## NOTICE OF NONDISCRIMINATION



In accordance with Title VI of the Civil Rights Act of 1964 ("Title VI"), Title IX of the Education Amendments of 1972 ("Title IX"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Age Discrimination Act of 1975 ("The Age Act"), applicants for admission and employment, scholars, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the Elsie Whitlow Stokes Community Freedom Public Charter School are hereby notified that the Elsie Whitlow Stokes Community Freedom Public Charter School does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities.

Scholars, parents and/or guardians having inquiries concerning the Elsie Whitlow Stokes Community Freedom Public Charter School's compliance with Section 504, ADA, Title VI, Title IX, and/or the Age Act as they apply to **scholars** or who wish to file a complaint regarding such compliance should contact: Bobby Caballero, Campus Director, [bobbyc@ewstokes.org](mailto:bobbyc@ewstokes.org), (202) 265-7237 x136, who has been designated by the Elsie Whitlow Stokes Community Freedom Public Charter School to coordinate its efforts to comply with the regulations implementing Section 504, ADA, Title VI, Title IX, and the Age Act as they relate to scholars.

For inquiries or to file a complaint regarding the Elsie Whitlow Stokes Community Freedom Public Charter School's compliance with ADA, Section 504, Title VI, Title IX, and/or the Age Act as they relate to **employees or third parties**, contact: Erika Bryant, Executive Director, [erikab@ewstokes.org](mailto:erikab@ewstokes.org), (202)265-7237 x103, who has been designated by the Elsie Whitlow Stokes Community Freedom Public Charter School to coordinate its efforts to comply with the regulations implementing Section 504, ADA, Title VI, Title IX, and the Age Act as they relate to employees or third parties.

#### **Notice of Procedural Safeguards and Grievance Procedures for Parents and Scholars**

Parents, guardians, and scholars who want to learn more about their rights under Section 504 of the Rehabilitation Act can obtain a copy of their procedural safeguards from the Section 504 Coordinator: Bobby Caballero, Campus Director, [bobbyc@ewstokes.org](mailto:bobbyc@ewstokes.org), (202) 265-7237 x136, 3700 Oakview Terrace, NE, Washington, DC20017.

Anyone who believes that Elsie Whitlow Stokes Community Freedom Public Charter School has violated Title VI of the Civil Rights Act of 1964 ("Title VI"), Title IX of the Education Amendments of 1972 ("Title IX"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Age Discrimination Act of 1975 ("The Age Act") may submit a complaint pursuant to Elsie Whitlow Stokes Public Charter School's Grievance Procedures. A copy of the grievance procedures can be obtained by request through Bobby Caballero, Campus Director [bobbyc@ewstokes.org](mailto:bobbyc@ewstokes.org), 202-265-7237 x 136 or Erika Bryant, Executive Director, [erikab@ewstokes.org](mailto:erikab@ewstokes.org), (202)265-7237 x103.

#### **Section 504 Grievance Procedure**

If any person believes that the Elsie Whitlow Stokes Community Freedom Public Charter School has violated the regulations of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Title VI, Title IX, and/or the Age Act by discriminating on the basis of race, color, national origin, sex, age, or disability, he/she may submit a complaint to the designated individuals below.

Complaints involving scholars who attend the Elsie Whitlow Stokes Community Freedom Public Charter School may be submitted to:

Bobby Caballero, Director of Student Support, 202-265-7237 x136,  
[bobbyc@ewstokes.org](mailto:bobbyc@ewstokes.org),  
3700 Oakview Terrace, NE, Washington, DC20017.

Complaints involving employees or third parties of the Elsie Whitlow Stokes Community Freedom Public Charter School may be submitted to:

Erika Bryant, Executive Director, 202-265-7237 x 103,  
[erikab@ewstokes.org](mailto:erikab@ewstokes.org),  
3700 Oakview Terrace, NE, Washington, DC20017.

The grievance procedures outlined below establish how complaints will be investigated and resolved. These grievance procedures are intended to provide for a prompt and equitable resolution of complaints. These grievance procedures may be used by employees, scholars, parents, or third parties. These grievance procedures do not bar individuals from filing claims in other forums to the extent permitted by state or federal law.

Elsie Whitlow Stokes Community Freedom Public Charter School encourages individuals to discuss their concerns with appropriate school officials before resorting to a formal complaint. However, individuals are not required to do so before filing a formal complaint.

Elsie Whitlow Stokes Community Freedom Public Charter School prohibits retaliation against individuals who file a complaint or participate in a complaint investigation. A formal complaint may be filed by following the steps outlined below:

#### **Step 1**

Within 90 days of the alleged discrimination or harassment, written notice of the complaint must be filed with the individual designated above. If the complaint is being made against the designated individual above, the complaint can be submitted directly to the Executive Director or Chair of the Board of Trustees who will designate an appropriate individual to investigate the complaint. Complainants may use the complaint form attached to the grievance procedure. The written notice must include the nature of the complaint, the date(s) of the occurrence, the desired result, and must be signed and dated by the person making the complaint.

Upon receipt of the written notice of the complaint, the designated individual to whom the complaint was submitted will immediately initiate an adequate, reliable and impartial investigation of the complaint. Each investigation will include, as necessary, interviewing witnesses, obtaining documents, and allowing parties to present evidence. All information related to the investigation will remain confidential.

Within thirty (30) business days of receiving the written notice of the complaint, the individual investigating the complaint will respond in writing to the complainant. The response will summarize the course and outcome of the investigation, and identify an appropriate resolution. If, as a result of the investigation, it is determined that discrimination or harassment have occurred, appropriate corrective and remedial action will be taken.

**Step 2**

If the complainant wishes to appeal the decision from Step 1, he/she may submit a signed statement of appeal to the Executive Director within ten (10) business days after receipt of the response. If the complaint is being made against the Executive Director, the appeal can be submitted to the Chair of the Board of Trustees who will designate an appropriate individual to address the appeal. The Executive Director, or designee, will review all relevant information and meet with the parties involved, as necessary. Within twenty-one (21) business days of receiving the statement of appeal, the Executive Director, or designee, will respond in writing to the complainant summarizing the outcome of the appeal and any corrective or remedial action to be taken.

**Step 3**

If the complainant is not satisfied with the decision from Step 2 he/she may appeal through a signed written statement to the school Board of Trustees within ten (10) business days of the receipt of the Executive Director's response. A statement of appeal to the Board may be submitted to the Executive Director who will provide the statement to the Board. In an attempt to resolve the grievance, the Board shall review all relevant information and meet with the concerned parties and their representatives within thirty (30) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within fifteen (15) business days of this meeting.

The complainant may file a complaint with the Office for Civil Rights at any time. The regional office for the District of Columbia is located at 400 Maryland Avenue, SW, Washington DC. 20202 and can be reached at (202) 453-6020 (ph.), (202) 453-6021.

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

Name of Person on Whose Behalf Complaint is Being Brought:

\_\_\_\_\_  
Name of Person Bringing Complaint: \_\_\_\_\_

Relationship/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

SUMMARY OF COMPLAINT:

II.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If others are affected by the possible violation, please give their names and/ or  
positions: \_\_\_\_\_

Your suggestions on resolving the complaint: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Please describe any corrective action you wish to see taken with regard to the possible violation. You may also provide other information relevant to this complaint.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Receiving Complaint

\_\_\_\_\_  
Date

# EXHIBIT C

SECOND AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD

AND

ELSIE WHITLOW STOKES COMMUNITY FREEDOM PUBLIC CHARTER SCHOOL

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## AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT

This AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is entered into on this XXX day of October, 2014 by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and ELSIE WHITLOW STOKES COMMUNITY FREEDOM 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, and amend, renew and/or revoke charters of School Corporations in a manner consistent with the letter and intent of the Act;

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

**WHEREAS**, the School Corporation submitted, and PCSB approved, a petition in accordance with §38-1802.02 of the Act to establish the public charter school known as Elsie Whitlow Stokes Community Freedom Public Charter School (the “**Original Petition**”), and the School Corporation and PCSB entered into a Charter School Agreement, effective as of July 1, 1998, memorializing certain obligations of the School Corporation in relation to the operation of the public charter school described in the Original Petition (the “**Original Agreement**”);

**WHEREAS**, the Original Charter was effective until June 30, 2013 unless otherwise extended or renewed;

**WHEREAS**, the School Corporation submitted a petition in accordance with §38-1802.12 of the Act to renew its charter as a public charter school (the “**Petition**”); and PCSB determined (i) that the Petition for renewal satisfied the requirements set forth in §38-1802.12 the Act; and (ii) approved the Petition thereby renewing the charter of the School Corporation, effective as of July 1, 2013 (the “**Renewed Charter**”);

**WHEREAS**, the School Corporation submitted a petition to PCSB pursuant to §38-1802.04(c)(10) of the Act to amend the Original Agreement to expand its enrollment to include students in middle school and high school, and such petition was conditionally approved by PCSB on December 17, 2012 (the “**EW Stokes PCS Charter Amendment**”);

**WHEREAS**, each of Yu Ying Public Charter School, Latin American Montessori Bilingual Public Charter School PCS, Mundo Verde Public Charter School, and DC Bilingual Public Charter School (collectively, with the School Corporation, (the “**Member Schools**”) also submitted a petition to amend its respective charter to expand its program to include a middle school and a high school on terms and conditions substantially similar to those specified in the EW Stokes PCS Charter Amendment, and, each adopted an identical mission statement, goals, curricula and education philosophy to that specified in the EW Stokes PCS Charter Amendment for its middle school and high school, and, after an additional public hearing, PCSB conditionally approved each such petition on June 24, 2013 (each, together with

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

**WHEREAS**, the Member Schools’ Charter Amendments provide that each Member School’s middle school and high school will be operated jointly as a single “middle-high school campus (the “**Combined School**”), operated by the District of Columbia International School, a District of Columbia nonprofit corporation (“**DCI**” or the “Combined School Corporation”);

**WHEREAS**, pursuant to an Amended and Restated Charter Agreement executed by the School corporation and PCSB on June 16, 2014 (the “**First Amended Agreement**”), PCSB acknowledged the School Corporation’s authority, in accordance with the Combined School Petition, to participate in the Combined School with the other Member Schools through the establishment of DCI, whose sole purpose is to operate the middle-high schools of the Member Schools as the separate Combined School;

**WHEREAS**, pursuant to the DCI Operation Agreement executed among the Member Schools and DCI (as amended, the “**Assignment**”) the Member Schools have assigned, transferred and delegated to, and combined all of their respective authority and responsibilities for the operations of their respective middle schools and high schools, to be combined at the Combined School, to DCI;

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

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

**WHEREAS**, the Parties wish to amend, restate and supersede the First Amended **and Restated** Agreement in order to give effect to PCSB’s recognition of the assignment of the rights, responsibilities, and authority of the middle and high schools of the School Corporation to DCI now holding all authority, rights and responsibilities in relation to the Combined School Petition and the operation of the Combined School.

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

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

**1.1** Charter. The School Corporation, which established a public charter school (the “**School**”) in the District of Columbia in 1998 pursuant to the terms and conditions of the Original Petition and the Original Agreement, shall continue to operate such School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. Effective as

of July 1, 2014, the School's charter shall include both an elementary school Campus consisting of grades pre-kindergarten-3 through five and a middle-high school campus, consisting of grades six through twelve ("Campus" is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of such); provided that the middle and high school campuses are authorized to be operated solely and jointly with the middle and high school campuses of the other Member Schools, as DCI, and as detailed in sections 1.1C and 10.6 of this agreement and the DCI Direct Agreement.

**A. Effect of Amendment and Restatement.** Effective as of September 2, 2014, this Agreement amends and supersedes the Renewed Agreement, as amended and superseded by the First Amended Agreement, and shall constitute the School Corporation's charter (the "**Renewed Charter**") and shall be binding on the School Corporation, the School, and PCSB.

**B.** Pursuant to §38-1802.03(h)(2) of the Act, the following sections of the Petition are specifically included as part of the Charter:

(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, as set forth in Sections 2.1 and 2.3 of this Agreement;

(ii) Proposed Rules and Policies for Governance and Operation of School Corporation [**Attachment A**] ;

(iii) Articles of Incorporation and Bylaws of the School Corporation [**Attachment B**];

(iv) Procedures to Ensure Health and Safety of Students and Employees at the Elementary School [**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 the School Corporation shall be permitted to change, and shall not be required to provide PCSB a petition for a charter revision for any proposed changes to its Articles of Incorporation or Bylaws, ~~Rules and Policies for Governance and Operation~~, or changes in its accrediting body.

**C. Effect of Combined School Approval.** By virtue of the Combined School Approval and the Assignment, the middle and high school campus previously authorized to be created by the School Corporation under the operation of DCI is no longer a part of the School Corporation but rather is a part of the Combined School, which is separately existing and operated by DCI. Pursuant to the Combined School Approval and the Assignment, the School Corporation has assigned, transferred, and delegated all of its authority, rights and responsibilities under the Act with respect to its middle-high school campus to DCI. The Parties

further acknowledge that DCI is bound to operate the Combined School in accordance with the Act and a direct agreement between PCSB and DCI that recognizes DCI's possession of the rights, authority and responsibilities of the middle and high schools of the Member Schools and treats DCI as a public charter school under the Act ("**DCI Direct Agreement**"). The School Corporation shall have no rights to participate in the operation of DCI or the Combined School (except as may be agreed between DCI and the Member Schools from time to time), nor any responsibility for the obligations of DCI or the operation of the Combined School.

**1.2 Effective Date and Term.** The Renewed Charter commenced on July 1, 2013 and shall continue for a term of fifteen years therefrom 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; provided that the middle and high school campuses, the rights, authority, and responsibility of which have been approved as part of the jointly operated middle-high school DCI in accordance with § 38-1802.01(c-1) of the Act and assigned pursuant to the Assignment, will be deemed to have commenced on September 2, 2014 and shall continue for a term of fifteen years therefrom unless renewed, revoked, or terminated in accordance with §§38-1802.12 and 1802.13 of the Act and Section 9 of the DCI Direct Agreement..

## **SECTION 2. EDUCATIONAL PROGRAM**

**2.1 Mission Statement.** **A.** The School Corporation shall operate the School in accordance with its mission statement: The Elsie Whitlow Stokes Community Freedom Public Charter School prepares culturally diverse elementary school students in the District of Columbia to become leaders, scholars and responsible citizens who are committed to social justice.

**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, the School shall provide instruction to students in grades pre-kindergarten through five. In each of the succeeding four Academic Years, the School may provide instruction to students in accordance with **Schedule I**. "**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. If the participation of the School Corporation in the Combined School ends for any reason, in accordance with the Assignment, the School Corporation must submit a petition to revise its charter to instruct students in any age/grade other than grades pre-k3 through five.

**2.3 Goals and Academic Achievement Expectations.** **A.** The School Corporation has the following academic and mission-specific goals:

	Goals and Student Academic Achievement Expectations	Evidence
Expectation 1	In a minimum of two languages, students will read widely and deeply with increasing proficiency from among a broad range of high-quality, increasingly challenging literary and informational texts.	<p>At each grade level, 4th-5th grade students will demonstrate increasing reading proficiency in English, as indicated by a median growth percentile of 50 percent or above on the state standardized test.</p> <p>80% of 5th grade students will score at the proficient level (<math>\geq 50/100</math>), as measured by the Diplôme d'études en langue française (DELF) or Diplome de Español (DELE) proficiency and growth scores for French and Spanish, respectively.</p> <p>60% of students will score proficient or advanced in reading on the state assessment.</p> <p>65% of K-2 students will meet or exceed the college readiness target on the NWEA MPG assessment (K: 149 - Reading; 1st: 166 - Reading; 2nd: 79-Reading)</p> <p>75% of Pre--K students will meet or exceed the widely held literacy expectations as measured by Teaching Strategies Gold.</p>
Expectation 2	In a minimum of two languages, students will communicate in writing, with increasing proficiency, their own ideas and will integrate and evaluate information.	At each grade level, 5th-6th grade students will demonstrate increasing writing communication proficiency in English each year, as measured by the ACCESS.

	Goals and Student Academic Achievement Expectations	Evidence
Expectation 2, continued		80% of 5th grade students will score at the proficiency level ( $\geq 50/100$ ) as measured by Diplôme d'études en langue française (DELF) or Diplome de Español (DELE).
Expectation 3	Students will engage in mathematical practices and will demonstrate conceptual understanding and an increasing mastery of the following content areas: number and operations, algebra, geometry, measurement and data analysis and probability.	<p>At each grade level, 4th-5th grade students will demonstrate increasing proficiency in mathematics, as indicated by a median growth percentile of 50 percent or above on the state standardized test.</p> <p>60% of students will score proficient or advanced in math on the state assessment.</p> <p>65% of K-2 students will meet or exceed the college readiness target on the NWEA MPG assessment (K: 144-Math; 1st: 164-Math 2nd: 177-Math.</p> <p>75% of PreK students will meet or exceed the widely held mathematics expectations as measured by Teaching Strategies Gold.</p>
Expectation 4	Students will engage in scientific practices and demonstrate conceptual understanding of the scientific method as applied to one or more of the following content areas: physical science, life sciences, earth sciences, technology.	85% of 5th grade student will prepare and present a science project that demonstrates understanding of the scientific method as applied to at least one of the following content areas (physical science, life sciences, earth sciences, technology) rated at $\geq 24$ , as measured by the attached rubric.



	Goals and Student Academic Achievement Expectations	Evidence
Expectation 5	Students will be able to express themselves using a variety of artistic media.	85% of 4th-5th grade student will demonstrate mastery of visual and/or musical arts by creating a visual arts project and/or performing a vocal or instrumental music piece rated at $\geq 12$ , as indicated by the attached rubric.
Goal – Attendance	Stokes PCS will maintain an in-seat attendance rate of at least 90%.	Attendance submitted by Stokes PCS and validated by PCSB staff.
Goal 2 – Reenrollment	Stokes PCS will maintain a reenrollment rate of at least 80%.	Reenrollment reported by Stokes PCS and validated by PCSB staff.

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

**C.** 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 basis 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.

**2.4 Curriculum.** **A.** The School Corporation shall design and implement the educational program set forth in its Original Petition.

**B.** 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 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 has elected to be treated as a local educational agency (“**LEA**”) for the purpose of providing services to students with disabilities. The School Corporation shall notify PCSB in writing of any change in election by April 1 prior to any Academic Year in which the change in election shall be effective.

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

**3.1** Location. **A.** The head office of the School Corporation and the Elementary School Campus shall be located at 3700 Oakview Terrace, N.E., Washington, D.C., 20017 (the “**School Property**”).

**B.** The School shall not operate at a location other than the School Property, unless the School Corporation provides a written request for approval to PCSB at least three (3) months prior to its intended relocation. PCSB reserves the right to delay or prohibit the School’s opening in any such new property until the School Corporation has satisfied the pre-opening requirements listed in **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 shall provide PCSB with written notice of any material change to the random selection process at least thirty (30) days prior to the date of the proposed implementation.

**C.** The School shall maintain an enrollment of no more than 350 students in the 2014-2015 Academic Year, and no more than 350 students in subsequent Academic Years 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 Schedule I; and (iii) such other items as PCSB may request.

**3.3 Disciplinary Policies.** A. The School Corporation shall implement student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students (collectively, (“Discipline Policies”), and shall provide a copy of those policies and procedures to students and parents within the first ten 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. Copies of the current Discipline Policies (see **Attachment H**) have been submitted to PCSB.

**B.** Pursuant to PCSB’s Attendance and Discipline Data Policy, the School Corporation shall track suspensions and expulsions, by Campus, on a monthly basis using the data management reporting software identified by PCSB. All such attendance and discipline data shall be maintained, tracked, and reported for each Campus separately.

**C.** The School Corporation shall report any student expulsions or suspensions for longer than five days to PCSB within ten days of the expulsion or suspension and will maintain records of all expulsions and suspensions by the School. All such data shall be maintained, tracked, and reported by the School Corporation 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 for (which may be different for each Campus )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 a material change to its complaint resolution process at least three (3) months prior to adoption.

**3.5 Operational Control.** A. Pursuant to §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 School Corporation's own name.

**3.6** Accreditation. **A.** The School Corporation shall maintain accreditation from an appropriate accrediting agency as set forth in §38-1802(16) of the Act.

**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 Corporation 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 petition PCSB for a charter amendment pursuant to the requirements of §38-1802.04(c)(10) prior to entering into a contract for the management of the School (a "**School Management Contract**") with any entity other than the entity designated in its Original Petition. The School Corporation shall petition PCSB for a charter amendment pursuant to the requirements of §38-1802.04(c)(10) prior to canceling; terminating; or materially amending, modifying, or supplementing any School Management Contract.

**C.** The School Corporation shall award "interested party contracts" or "conflicting interest contracts," as those terms are defined in PCSB's Submission of Procurement Contracts

and Board of Trustees Meeting Minutes Policy, effective September 15, 2014, and as amended thereafter, pursuant to such PCSB policy, and in accordance with the School Corporation's conflict of interest policies and procedures, to the extent that the School Corporation's policies are not inconsistent with PCSB's policy.

**D.** 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 is attached at **Attachment I**.

**5.6** Tax-Exempt Status. The School Corporation shall maintain its 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 to PCSB and in state and federal reports, distinct and unique enrollment and attendance records.

**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 (10) 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 (10) hours a week, but at a minimum once every two (2) 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 (30) days after the end of each fiscal quarter starting with the fiscal quarter beginning July 1, 2014: (i) 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 (ii) 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 for each Campus. 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 students’ 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 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 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. No later than February 14 and August 14 of each Academic Year, 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'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.

**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 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. PCSB will consider the performance of each Campus individually, and will

propose, in the event of probable Charter non-renewal, the closure of the under-performing Campus in lieu of the Charter non-renewal.

**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 Corporation (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.** In the event of probable revocation, and the School Corporation operates two campuses, the School Corporation agrees to PCSB's consideration of the performance of each Campus individually. In the event of probable Charter revocation due to violations or failures outlined in 9.2 (A) or (B) above at one Campus, the School Corporation agrees to PCSB considering closure of the Campus where the violations or failures pursuant to 9.2(A) and (B) above occurred; closure of one Campus shall not necessarily affect the status of the other Campus.

**9.3 Termination.** The rights and obligations of the Parties pursuant to this Agreement shall terminate upon Charter revocation or nonrenewal; 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 Campus or Campuses where circumstances or occurrences permit revocation on probation and require the School Corporation, in consultation with PCSB, to develop and implement a written corrective action plan in relation to such Campus ("**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 Campus 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: (a) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract

(and the DCI Operation Agreement or Operator Direct Agreement) affecting any material rights, benefits, or obligations under any such School Management Contract (and the Agreement or Operator Direct Agreement) 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; (i) has not been renewed by PCSB; or (ii) 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 of the School Corporation, 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) discharging the School Corporation's debts; and (iii) distributing any remaining assets in accordance with the District of Columbia Nonprofit Corporation Act and §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 amendments, waivers, consents, or supplements hereto or in connection herewith may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

**10.4 Entire Agreement; Amendments.** This Agreement, together with all the attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

**10.6 Assignment.** **A.** 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. Notwithstanding the foregoing, the Parties acknowledge and agree that by virtue of the Assignment and the Combined School Approval, the School Corporation has assigned, transferred, delegated and combined all of its respective authority, rights and responsibilities under **the Yu Ying Amendment**, for the creation of the Combined School, to DCI, and that: (i) the Combined School is not a Campus of the School Corporation, (ii) DCI is the holder of all authority and rights in relation to the Combined School; (iii) PCSB shall solely look to DCI for compliance pertaining to the Combined School, will exercise its authority under the Act solely against DCI in the event of non-compliance at the Combined School and as provided in this Agreement, and releases the School Corporation from any and all liability with respect to such noncompliance.

**B.** In the event that DCI's authority to operate the Combined School is revoked pursuant to Section 9.2 of the DCI Direct Agreement, or the DCI Direct Agreement is terminated pursuant to Section 9.3 of the DCI Direct Agreement, the School Corporation may submit a petition to revise its Charter to include and operate a middle-high school campus as part of the School Corporation pursuant to Section 38-1802.04(c)(10) of the Act.

**10.7 No Third Party Beneficiary.** Except as expressly provided herein, 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 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 14<sup>th</sup> St., NW; Suite 210  
Washington, D.C. 20010  
Attention: Scott Pearson, Executive Director  
spearson@dcpcsb.org  
Telephone: (202) 328-2660

If to the School Corporation:

Elsie Whitlow Stokes Community Freedom Public Charter School  
3700 Oakview Terrace, NE  
Washington, D.C. 20017  
Attention: Ms. Erika Bryant  
Email: erikab@ewstokes.org  
Telephone: (202) 265-7237



**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.

**SCHOOL CORPORATION**

Elsie Whitlow Stokes  
Community Freedom PublicCharter School

\_\_\_\_\_  
B

Title: Chair of the Board

Date:

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**

\_\_\_\_\_  
By: John H. "Skip" McKoy

Title: PCSB Board Chair

Date: 04/06/2015

**SCHEDULE I****Maximum Enrollment – Elsie Whitlow Stokes Public Charter School**

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

<b>Grade</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2024 (at capacity)</b>
PreK 3 thru 5	350	350	350	350	350	350