

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD

AND

SOMERSET PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL

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## CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2013 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and CAMBRIDGE PREPARATORY ACADEMY DC, INC d/b/a SOMERSET PREPARATORY ACADEMY 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 §38-1802.03 of the Act, PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia;

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

**WHEREAS**, PCSB has determined (i) that the Petition satisfies the requirements set forth in Subchapter II of the Act; and (ii) approved the Petition, subject to the execution of this Agreement by PCSB and the School Corporation;

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

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

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

### **SECTION 1. ESTABLISHMENT OF SCHOOL**

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

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

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

The School Corporation shall provide PCSB a petition for charter revision subject to a public hearing pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall only be required to provide PCSB a petition for approval for any proposed changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

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

## **SECTION 2. EDUCATIONAL PROGRAM**

**2.1    Mission Statement.** **A.** The School Corporation shall operate the School in accordance with its mission statement: To prepare students to be successful in college; equip students with intellectual, emotional, social and ethical skills to maximize their unique individual potential; and form confident, self-directed, and responsible life-long learners who take an active role in improving the local and global community.

**B.** The School Corporation shall provide the 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 ages/grades six through eight. In each of the succeeding four (4) 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.

**2.3      Academic Achievement and Goals.** **A.** The School Corporation has selected as its goals and measure of academic achievement expectations the indicators listed in the elementary/middle and high school Performance Management Frameworks developed by PCSB (“PMF”s). In so electing as its measure of goals and academic achievement expectations, the school must:

At its Fifth-Year Charter Review: earn at least 40% of the possible PMF points in at least two of the most recent three years in operation to be deemed as having met its goals and student academic achievement expectations during this review.

At its Tenth-Year Charter Review: earn at least 50% of the possible PMF points in two of the most recent three years and not under 45% in any of the past five. In cases where a school has not achieved this, but has demonstrated consistent improvement over the course of five years, PCSB may determine to have met its goals and students academic achievement expectations.

At Charter Renewal and Every Five Year Review Thereafter: earn at least 55% of the possible PMF points in two of the previous three years and not under 45% for any of the past five years.

In the event that School Corporation undergoes a Ten-Year Charter Review or a Charter Renewal within the first five years that a PMF is implemented, School Corporation will only need to demonstrate annually consistent improvement in performance with no score below 40% in the past two years or at least 45% for at least two years prior to the review.

Accordingly, changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, and formulas, will automatically become part of the measurement of the School’s academic achievement expectations. However, if material changes are made to any PMF that a School Corporation elects not to accept, the School Corporation shall provide PCSB a petition for a charter revision pursuant to §38-1802.04(c)(10).

**B.**      The School Corporation shall test every enrolled student in the grades tested by district-wide assessments in core academic subjects (i.e., math, reading, science, and social studies) and report the scores to PCSB in a timely manner.

**C.**      If the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section 2.3. (“Campus” is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of the above. These may be in the same facility or different facilities).

**D.**      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 Petition including amendments to the Petition required by PCSB, if any.

**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 shall elect to be treated as a local educational agency or a District of Columbia Public School for the purpose of providing services to students with disabilities and shall notify PCSB of its election at least thirty (30) days prior to the first day of the Academic Year. 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 School shall be located at 3301 Wheeler Road, SE, Washington, D.C. 20032 (the “**School Property**”). PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one (1) month prior to the first day of the School’s first Academic Year. A copy of the information submitted to PCSB pursuant to Attachment F shall be kept on file at the School.

**B.** Unless otherwise approved by PCSB in writing, in the School’s first and second Academic Years of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range. After its second full Academic Year of operation, the School Corporation may submit a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act to expand into a multi-campus school. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by PCSB in the Petition. The PCSB shall approve or deny the request within ninety (90) days of the date of its submission.

**C.** 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 at the new property until the School Corporation has satisfied the pre-opening requirements listed in Attachment F at least one (1) month prior to the first day of the School's operation at the new School Property.

**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 a written request for approval for of any material change to the random selection process at least thirty (30) days prior to the date of the proposed implementation and may consider any comments of PCSB, staff, and its agents in connection with the proposed changes.

**C.** The School shall maintain an enrollment of no more than 200 students in the first Academic Year and no more than 840 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 (3) 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 the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, described in its petition and included as Attachment H, and shall provide a copy of those policies and procedures to students, parents, and PCSB within the first ten (10) days of the beginning of each Academic Year. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for due process, provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. PCSB shall approve or deny any material changes to such policies and procedures within sixty (60) days of submission.

**B.** Pursuant to PCSB’s Attendance and Discipline Data Policy, the School Corporation shall track suspensions and expulsions on a monthly basis using the data

management reporting software identified by PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

**C.** The School Corporation shall report any student expulsions or suspensions for longer than five (5) days to PCSB within ten (10) days of the expulsion or suspension and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data for each campus separately.

**3.4** [Complaint Resolution Process](#). Pursuant to §38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to students, parents, and PCSB. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide PCSB written notice of 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 for School purposes;
- (viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in the public charter school's own name.

**3.6** [Accreditation](#). **A.** Within five (5) years of its opening, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(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 and shall operate in accordance with the School Corporation's articles of incorporation and by-laws consistent with this Agreement and the provisions of the Act and the District of Columbia Nonprofit Corporation Act.

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

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

**4.5 Authority.** Pursuant to §38-1802.05 of the Act, the Board of Trustees shall have the final decision-making authority for all matters relating to the operation of the School, consistent with this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Trustees from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Trustees shall (i) set the overall policy for the School; (ii) be responsible for overseeing the academic and fiscal integrity of the School; and (iii) assure the School's compliance with this Agreement and the Act.

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

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

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

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

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

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

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

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

**5.5     Insurance**. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations. This shall include the types of insurance set forth in Attachment I and in no less than the respective coverage and limits set forth therein. 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 may by written notice amend the insurance coverage required by this Section 5.5 and Attachment I to include such additional insurance coverage that the Board of Trustees determines is reasonably necessary, subject to the availability of such insurance on commercially reasonable terms.

**5.6     Tax-Exempt Status**. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia within two (2) years from the date hereof and shall maintain such tax-exempt status.

**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 three (3) years.

## **SECTION 7. REPORTING REQUIREMENTS**

**7.4     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.

**7.5     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.

**7.6     Interim 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 Interim Period starting with the Interim Period beginning beginning July 1, 2013, (i) the balance sheet of the School Corporation at the end of such Interim Period and the related statements of income and cash flows of the School Corporation for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of 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 Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period. These reports may include supplemental schedules as required by PCSB. “**Interim Period**” shall mean monthly,, and from time to time thereafter, upon written notice by PCSB to the School Corporation, the period designated by PCSB in such notice.

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

**7.8     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.

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

**7.10    Key Personnel Changes.** Within five (5) days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in Attachment J (but no later than the time the School Corporation announces such departure publicly), the chair of the Board of Trustees or an officer of the School Corporation shall provide to PCSB notice 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.

**7.11    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.

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

**7.13    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.

**7.14 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.

**7.15 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 the School as a public charter school in the District of Columbia pursuant to the terms of the Act. If such renewal is granted by PCSB in accordance with the Act, PCSB and the School Corporation shall (i) renew this Agreement with amendments satisfactory to PCSB and the School Corporation; or (ii) enter into a substitute agreement satisfactory to PCSB and the School Corporation.

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

**B.** Pursuant to §38-1802.13 of the Act, PCSB shall revoke the Charter if PCSB determines that the School (i) has engaged in a pattern of nonadherence to generally accepted accounting principles; (ii) has engaged in a pattern of fiscal mismanagement; or (iii) is no longer economically viable.

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

**9.3     Termination**. This Agreement shall terminate if the School fails to begin operations by September 16, 2013; if the School fails to secure use of the School Property by August 1, 2013; 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 School or any of the School's campuses on probation and require the School Corporation, in consultation with PCSB, to develop and implement a written corrective action plan ("Corrective Plan"). The Corrective Plan shall include the reasons that the Charter is subject to revocation under § 38-1802.13(a), the terms and conditions of probation and the results the School shall achieve to avoid charter revocation. Although PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require PCSB to place the School or any of its campuses on probation or develop a Corrective Plan.

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

**9.5     Mandatory Dissolution**. **A.** In accordance with §38-1802.13a of the Act, the School Corporation shall dissolve if the Charter (i) has been revoked by PCSB; (ii) has not been renewed by PCSB; or (iii) has been voluntarily relinquished by the School Corporation.

**B.** In the event of dissolution, PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan for (i) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (ii) discharge the School Corporation's debts; and (iii) distribute any remaining assets in accordance with §29-301.48(3) of the District of Columbia Code 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 therewith 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**. The Charter runs solely and exclusively to the benefit of the School Corporation and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

**10.7 No Third Party Beneficiary**. Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement. “Person” shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

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

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

**10.10 Dispute Resolution**. Neither PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to

resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter pursuant to §38-180213 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement.

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

If to PCSB:

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

If to the School Corporation:

Somerset Preparatory Academy Public Charter School  
3301 Wheeler Road, SE  
Washington, D.C. 20032  
Attention: Jim Griffin  
Email: [jgriffin@somersetdc.com](mailto:jgriffin@somersetdc.com)  
Telephone: (301) 775-0349

**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.

**CAMBRIDGE PREPARATORY  
ACADEMY DC, INC. d/b/a Somerset  
Preparatory Academy Public Charter  
School**

By:

Title:

Date:

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**

By: John H. "Skip" McKoy

Title: Chairman

Date: 7/17/2013

## SCHEDULE I

### Maximum Enrollment

Grade	Academic Year 2014	Academic Year 2015	Academic Year 2016	Academic Year 2017	Academic Year 2018
6	120	120	120	120	120
7	60	120	120	120	120
8	20	60	120	120	120
9	0	120	120	120	120
10	0	0	120	120	120
11	0	0	0	120	120
12	0	0	0	0	120
<b>Total</b>	<b>200</b>	<b>420</b>	<b>600</b>	<b>720</b>	<b>840</b>

## **ATTACHMENTS**

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

## **ATTACHMENT A**

likely to outperform a matched peer at a traditional public school in the District (14 instances versus 4). No other charter school service company had a comparable result.

Source: "Review of Charter Schools 2003-04" "Table 2, Page 10" by Sally A. Shay, Ph.D., Miami-Dade County Public Schools, Office of Program Evaluation, January 2006

**Table 2: Summary of Academic Performance Indicators, by School**

School	Total Number Comparisons	Number Criteria Met for Charter	Number Significant Controlled Comparisons	
			Advantage Charter	Advantage Traditional
<b>Academica Managed Schools</b>				
Mater East Charter School (3100)	18	17	4	1
Doral Academy Charter Elementary School (3030)	14	14	2	
Mater Academy Charter High School (7160)	8	5	2	
Pinecrest Preparatory Academy Middle School (6022)	8	8	2	
Pinecrest Preparatory Academy (0600)	14	14	1	
Doral Academy Charter High School (7020)	8	5	1	
Mater Academy (0100)	14	14	1	
Mater Academy Charter Middle (6012)	12	12	1	3
Archimedean Academy (0510)	6	6		
Doral Academy Charter Middle School (6030)	12	12		
The Theodore R. & Thelma A. Gibson Charter School (2060)	4	0		
<b>Total Academica Affiliated Charters</b>	<b>118</b>	<b>107</b>	<b>14</b>	<b>4</b>
		91%		

Another reason for selecting Academica (in addition to the successful academic track records achieved by schools that utilize Academica services) is that Academica provides its services to charter schools at below market rates, thereby enabling the schools to allocate more funds to academic programs. All schools supported by Academica are fiscally sound, and have established significant reserves for operations and programming needs, and several have developed and funded, from such reserves, substantial additional educational programming for their students.

Founding members analyzed data regarding several education service and support providers currently working with charter schools in the Nation and concluded that the Academica offered the most competitive price and had a proven track record of success. Members of the Founding Group reached out to Principals and Governing Board members of schools currently serviced by Academica. These conversations resulted in the Founding Group's assurance that Academica provides high quality service with a strong commitment to see that each Board's vision and mission is carried out.

### c. Corporate Structure and Nonprofit Status of the School

Cambridge Preparatory Academy DC, Inc., a nonprofit incorporated in the District of Columbia, is the legal entity that will operate the School as per the *Articles of Incorporation, Section I.3. and Bylaws Section I.5.*

## 2. Governance and Management

### a. Board of Trustees:

*Board of Trustees' job description and performance expectations attached as Section I.1.*

**Selection:** The members of Somerset Preparatory Academy's Founding Group comprise the primary group from which the initial Board of Trustees will be selected. Upon chartering, each Founding Group member will receive a copy of the Board of Trustees Job Description and execute the Board of Trustees Performance Expectations. The Board of Trustees will be elected at a duly organized meeting of the initial Board of Trustees. Notice of the Board's intention to elect individuals to serve on the Board will be included in the agenda for that meeting and publicly announced. In the case of the

first Board of Trustees of the School to be elected or selected, the election or selection of parent board members, as prescribed by law, shall occur on the earliest practicable date after classes at the school have commenced. Until such date, any other members who have been elected or selected shall serve as an interim Board of Trustees. Such an interim Board of Trustees may exercise all of the powers, and shall be subject to all of the duties, of a Board of Trustees.

Succession planning/Term: The Board Members will serve three (3) year terms. Terms will be staggered so that no more than half (1/2) of the Board shall be up for election in any one year, unless a vacancy(ies) needs to be filled. The Board will establish the term for a newly elected Board member before the election, in order to stagger the terms of each member of the Board. A Board member may seek re-election to the Board at the end of any term. When the term of a Board Member has expired or when a Board Member resigns, the remaining Board members shall elect a new member to fill the vacancy. The complete plan for Board succession is explained in the draft of the proposed Bylaws Section 1.4.

#### Parent input into the selection of parents to the Board of Trustees.

Parental involvement is an integral part of the selection of the Board of Trustees and the overall success of the school. Two of the appointed board members will be parent representatives (appointed on an annual basis), as required by the D.C. School Reform Act. If the Founding Group does not consist of any parent representatives, upon selecting the Board of Trustees, they will work with community partners in order to identify potential candidates. The parent board members will assist the Board of Trustees in ensuring that there is active parental participation in the governance of the school and will provide parental feedback on the board's effectiveness in carrying out the school's mission in meeting the needs of all students.

#### Board composition, roles, and responsibilities

Board Composition: The Board of Trustees of the proposed school will comprise of highly experienced professionals that possess expertise in the areas of curriculum, finance, accounting, law, school management, facilities, and governance in order to effectively oversee school operations.

The Board will have an odd number of members not exceeding fifteen, a majority of whom will be residents of the District of Columbia, and at least two of whom will be parents of students attending the school.

#### Board Roles and Responsibilities:

The Board of Trustees will ensure that the School is held accountable to its mission. The sole responsibility of the Board will be to govern the School by developing and maintaining school policies, hiring and evaluating the Principal, and maintaining financial oversight and fiduciary responsibility for the School. The Board will delegate management of the school to the Principal, whom will report directly to the Board of Trustees. The following is a list of Board duties that will be performed in alignment with the mission and vision of the school.

1. Oversee operational policies;
2. Enforce academic and financial accountability systems;
3. Adopt and maintain an operating budget;
4. Exercise continuing oversight over charter school operations;
5. Ensure that the charter school has retained the services of a certified public accountant for the annual financial audit, pursuant to § 38.1802.04(c)(11)
6. Review and approve the audit report, including audit findings and recommendations
7. Monitor a financial recovery plan in order to ensure compliance (if applicable).
8. Report progress annually to the charter authorizer, in compliance with §38.1802.04(c)(11), including but not limited to the following components:
  - Student achievement performance data

- Financial status of the School, including revenues and expenditures at a level of detail that allows for analysis of ways in which to meet financial obligations and timely repayment of debt.
- A report on the extent to which the school is meeting its mission and goals as stated in the petition for the charter school
- Types and amounts of parental involvement;
- Any other reporting requirements required by law.

The Board will ensure that all compliance requirements are being met and that the Principal is working efficiently in implementing adopted policies and procedures.

Providing strategic direction for the school, monitoring of student performance, and succession planning for the board and leadership

Strategic direction- The Board of Trustees will provide strategic direction for the School by adopting numerous policies and procedures, while making certain that all stakeholders (Principal, staff, parents) abide by adopted policies and procedures. The Board will create, and subsequently maintain continual oversight of, the School's operational policies; academic and financial accountability systems, school personnel, and etc. The Board will hire, supervise and work closely with the Principal to ensure that he/she is executing the mission of the school. The Principal and his/her staff will implement the Board adopted policies and subsequently report all progress to the Board of Trustees.

Student performance- It is the dedication of the Board to ensure that the School achieve high expectations, create a safe environment and caring atmosphere where parents, teachers, students, Board, and community stakeholders act as a cohesive team. The founders and stakeholders of Somerset Preparatory Academy PCS are committed to serve the needs of the student population by increasing student performance at local and national levels, and will do so with the addition of the School to the District. Further, the educational strengths and needs of students will be determined on an individual and school-wide basis. Analysis on a school wide basis will assist in determining staff development needs and curriculum realignments. The Board will then revise adopted policies in order to best meet the needs of staff and students. An array of educational activities will be integrated into the curriculum to support the goals of the School and enhance the overall academic success and performance of the students. The Board will:

- Utilize stakeholders, as consultants who have experience in providing training to the proposed school's administrators, faculty and staff
- Adopt high expectations of student behavior and parental involvement
- Adopt Professional Policies and Standards for staff
- Implement sound policies for financial management and oversight proven effective in existing successful schools
- Provide ongoing communication, training, and support for the school's changing operational needs

Holding school leadership accountable/Ensuring "demand" for the proposed school.

School leadership accountability is a vital duty instilled in the Board of Trustees. The Board of Trustees will evaluate the Principal annually. The Board will use a comprehensive assessment form in order to validate Principal competence and effectiveness. Administrative performance will be measured in terms of meeting or exceeding said competencies with emphasis in the areas of: improved student achievement; overall school site leadership; information and analysis; strategic quality planning; management of processes; human resources and customer focus. Other data

included as part of the school leader's evaluation may include: results of parental involvement efforts; student performance reports in terms of continuous improvement efforts; professionalism and attendance statistics; and results of parent, and staff climate surveys. The Board will hold the public charter and use strategic planning and thoughtful governance and oversight to ensure that the school is held accountable to its mission.

By maintaining a strong system of accountability and providing a vigorous educational program the Board will ensure that there will be a demand for the School. Also, the Board will make sure that the School implements a promotional plan designed to reach the entire community and, accordingly, all racial/ethnic groups within it. The School will be sure that the needs of all populations represented at the School are being met. Parents and community members will have extensive opportunities for involvement in aspects of school operations. The School will promote community awareness and seek demand for the School by, for example, including a business/community member on the School Advisory Council, disseminating school information via the School's website, monthly newsletters, event calendars, and including the community in extra-curricular activities. The Principal will periodically report to the Board on the progress of said plans.

#### Executive decisions about the operation of the school.

As partly described above, *Board Member duties*, the Board's continual oversight of the School's operational policies; academic accountability, financial accountability, etc. ensures that the Board will operate as the entity with the executive decision-making power over the operation of the school. Upon transition from Founding Group to Board of Trustees, the Board will adopt its Bylaws and any other policies needed to effectively provide school oversight. Under the supervision of the Board, the Principal is directly responsible for the operation of the school and all staff hiring decisions. As the only staff member who is directly evaluated by the Board and whose employment terms and compensation are set by the Board, the Principal is advised by and advises all Board members, working particularly with the Board Chair and Treasurer. All policies and procedures are in place to ensure that the Board can effectively govern while the Principal manages the day to day operations of the School.

#### Relationship of the Board of Trustees to the School's administrative structure and staff

As described above, the Principal is hired by the Board and retains responsibility for all aspects of school operations within the scope of operating policy and budgetary approval by the Board. The school's faculty and staff will report directly to the Principal, who reports to the Board of Trustees. The Board will meet regularly to discuss the state of the school and its progress since the last report was provided to the Board. The School's on site administration will ensure that the operations of the School (resources, courses, policies) are in accordance with the mission and vision of the School, and in turn, the Board of Trustees ensures that all Administrators and staff are operating in accordance with the School's mission and vision.

#### Relationship of the Board of Trustees to parents and students.

The Board believes that parental support is an integral part of a student's education, and will make every effort to ensure that parental input is considered in the Board's decision-making process. The two parent Board members will be able to directly address the Board in issues and concerns relating to students and school operations. They will serve as the primary voice of parents in addressing the Board.

Additionally, the Board will be actively engaged in student life at the School. The Board will observe classes and attend school functions in order to engage with the students. Doing so will provide them

with personal understanding on how effective decision-making opens the door to a quality education and great opportunities for students, ensuring success in many aspects of their lives. The Board members will not have direct supervision of or prescribed interaction with the students but will rather be instructed to notify the Principal, of any input or complaints, so that official policy may be followed.

**b. Rules and Policies:**

*Code of Ethics Statements included as Section I.5 of the application. Conflict of Interest statements are attached in Section G.*

The Schools' rules and policies for governance and operation of the public charter school by which the Board will operate, including specific board member powers, are specifically detailed in the attached Bylaws, Section I.4.herein.

The Schools' rules and policies, proposed for the purpose of carrying out the mission and vision of the School, will clearly define the roles and responsibilities held by the Board and those of administrative leadership.

The Board of Somerset Preparatory Academy PCS is the ultimate policy-making body that determines the academic direction, approves curriculum, and oversees operation of the School. The school principal, hired by the Board, will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Board. The school's faculty and staff will report directly to the Principal, who reports to the Board. The school principal, hired by the Board, will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Board.

The School's on site administration (principal, an assistant principal and/or lead teacher) will ensure that the operations of the School (resources, courses, policies) are in accordance with the mission and vision of the School. The administrative staff, as instructional leaders, will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the School. The faculty and secretarial staff will be responsible for carrying out these procedures in their daily activities and interactions with students, parents and the community.

All Board members will agree to oversee the operational policies, and ensure academic accountability and financial accountability of the School as well as participate in charter school governance training and successfully undergo a background check, as specified by law.

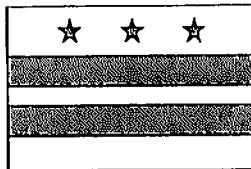
**Governance Training:** The administrators and Board members will be trained in the areas of Non-Profit Board Governance, DC Public Records Law, DC School Reform law, and any and all applicable laws. This training will be provided by approved vendors. Further, the School shall develop an orientation and training program for new directors and an annual continuing education program for existing directors.

**Human Resources Training:** Board members will be trained each year by an approved vendor in the area of Human Resources. The training will cover the areas of Hiring, Utilizing, and Evaluating Administration, Personnel Policies and Procedures, Hiring Practices, Evaluation, Taxes and Benefits.

**c. Administrative Structure: Describe the administrative structure of the school. Describe the nature and extent of teacher, Parent, and student input to decisions that affect the school.**

## **ATTACHMENT B**

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



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

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

CAMBRIDGE PREPARATORY ACADEMY DC, INC

**Effective Date:** 7/2/2013

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the seal of this office to be affixed as of 7/2/2013 1:04 PM

Business and Professional Licensing Administration



*Patricia E. Gray*

PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Vincent C. Gray  
Mayor

Tracking #: ZEb2mx7g

ARTICLES OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION  
OF  
CAMBRIDGE PREPARATORY ACADEMY DC. INC.

Pursuant to the provisions of the District of Columbia Nonprofit Corporation Act (D.C. Code, Title 29, Chapter 4), the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is Cambridge Preparatory Academy DC, Inc., a District of Columbia non-profit corporation (the "Company").
2. The Board of Directors unanimously adopted the following amendment to the Articles of Incorporation of the Company by written consent on the 26<sup>th</sup> day of June, 2013. Pursuant to Article III of the Articles of Incorporation, the Company has no members.
3. The following information has been amended:

Article III in the Articles of Incorporation of the Company is hereby deleted and replaced in its entirety with the following:

Cambridge Preparatory Academy DC, Inc. is organized exclusively to operate a Public Charter School.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Incorporation of Cambridge Preparatory Academy DC, Inc. this 1<sup>st</sup> day of July, 2013.

CAMBRIDGE PREPARATORY ACADEMY DC, INC.

By:

  
S. Joseph Bruno, President

By:

  
Thomas Porter, Secretary

DCRA Corp. Div.

[SEAL]

JUL - 2 2013

DCDOCS17081072.2

FILE COPY

## ARTICLES OF INCORPORATION

We, the undersigned natural persons of the age of eighteen years or more, acting as Incorporators of a corporation under the Non- Profit Corporation Act (D.C. Code, Title 29, Chapter 3 as amended) adopt the following Articles of Incorporation:

### ARTICLE I. NAME

The name of the corporation shall be **CAMBRIDGE PREPARATORY ACADEMY DC, INC.** a District of Columbia not-for-profit corporation.

### ARTICLE II. DURATION

The Corporation shall have perpetual existence unless dissolved pursuant to law.

### ARTICLE III. PURPOSE(S)

Cambridge Preparatory Academy DC, Inc. is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, 1) the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code 2) to effectively oversee school operations and 3) to ensure that educational programs and school operations are in compliance with all statutory and regulatory requirements.

### ARTICLE IV. NO MEMBERS

The corporation shall have no members. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise by law vest in the members shall vest in the Board.

### ARTICLE V. MANNER OF ELECTION OF DIRECTORS

The board of directors of the corporation shall be known as the Board of Trustees. Except for the initial Board of Trustees, whose names are set forth in these Articles of Incorporation, the manner in which the Trustees are to be elected or appointed shall be as provided in the By-laws.

### ARTICLE VI. INTERNAL AFFAIRS

**Section 6.1 Regulation of Internal affairs** No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in



furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**Section 6.2 Dissolution** Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE VII. INITIAL REGISTERED AGENT AND STREET ADDRESS**

The name and DC street address of the initial registered agent is:

Phillip M. Battles III  
910 17<sup>th</sup> street NW, Suite 1100  
Washington, DC 20006

## **ARTICLE VIII. INITIAL BOARD OF DIRECTORS**

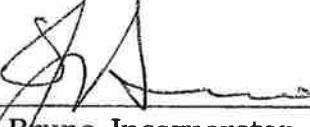
The initial directors constituting the initial board of directors and the name and address of the individuals who are to serve as directors until the first meeting are as follows:

<u>Name</u>	<u>Address</u>
Joe Bruno	910 17th Street NW, Suite 1100 Washington, D.C. 20006
Tom Porter	910 17th Street NW, Suite 1100 Washington, D.C. 20006
Philip M. Battles III	910 17th Street NW, Suite 1100 Washington, D.C. 20006

## ARTICLE IX. INCORPORATORS

The name and address of each incorporator is as follows:

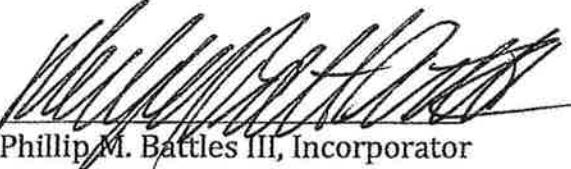
<u>Name</u>	<u>Address</u>
Joe Bruno	910 17th Street NW, Suite 1100 Washington, D.C. 20006
Tom Porter	910 17th Street NW, Suite 1100 Washington, D.C. 20006
Philip M. Battles III	910 17th Street NW, Suite 1100 Washington, D.C. 20006

  
Joe Bruno, Incorporator

1/25/11  
Date

  
Tom Porter, Incorporator

1/25/11  
Date

  
Phillip M. Battles III, Incorporator

1/25/11  
Date

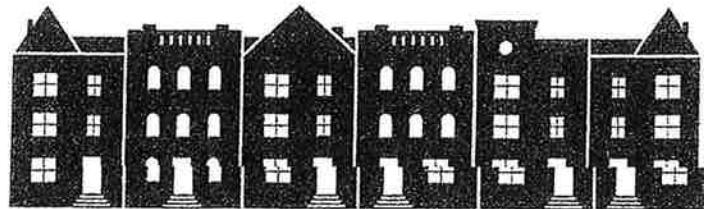
Subscribed and sworn to before me this 25 day of 1, 2011.

(Seal)

Signature of Notary Public

  
Suzanne P. Harrison  
Notary Public, District of Columbia

My commission expires on July 31, 2012

[Reset Form](#)[Print Form](#)

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

**Corporations Division**

**Registered Agent Written Consent  
Form RA-1, July 2010.**

Use this form to appoint a Registered Agent for an entity. Choose Option A or B, but not both. There is no filing fee for this form. Under DC Official Code (DCOC) Titles 29 and 41, a Registered Agent (RA) must be:

A bona fide resident of the District of Columbia (District), or  
A for-profit corporation, registered and in good standing in the District of Columbia, or  
A non-profit corporation, registered and in good standing in the District of Columbia.

Limited Liability Companies (LLCs) and Limited Liability Partnerships (LLPs) may not act as RAs.

RA's address must be physical street address in the District of Columbia.

**Entities may not act as their own RAs.**

**A. By a District Of Columbia resident:** I, a bona fide District resident, consent to act as a RA for the entity below.

Name of Resident	Address of Resident
Philip M. Battles III	910 17th Street NW, Suite 1100 Washington, D.C. 20006
Entity Name  Cambridge Preparatory Academy DC, Inc.	Signature 

**a legally authorized corporation:** The authorized corporate Registered Agent in the District, by the signatures of its President/Vice-President and Secretary/Assistant Secretary, agrees to act as RA for the entity below.

Name of RA Corporation	Address
Entity Name	

President	Vice-President	Signature
Secretary	Assistant Secretary	Signature

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

Mail all forms and required payment to:

Department of Consumer and Regulatory Affairs

Corporations Division

P.O. Box 92300

Washington, DC 20090

Phone: (202) 442-4400

Please check [dcra.dc.gov](http://dcra.dc.gov) to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registrations."

**AMENDMENT OF BYLAWS OF**  
**CAMBRIDGE PREPARATORY ACADEMY DC, INC.**  
**d/b/a SOMERSET PREPARATORY ACADEMY**

The Bylaws of Cambridge Preparatory Academy DC, Inc., a/k/a Somerset Preparatory Academy (the “Company”) are hereby amended as follows:

1. Article IV is hereby deleted in its entirety and the following is inserted in lieu thereof:

**ARTICLE IV**  
**Board of Trustees**

**Section 4.02 Number of Board Members.** In accordance with the School Reform Act 2007 Amendment, the Board will have an odd number of members not exceeding fifteen, a majority of whom will be residents of the District of Columbia, and at least two of whom will be parents of students attending the school. The number of board members may be increased or decreased from time to time by amendment to the Bylaws. No decrease shall shorten the term of any incumbent Board member nor shall the number of Board members be decreased at any time to less than three.

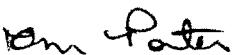
2. Article VII is hereby amended by the addition of the following after §7.10:

**Section 7.11 Dissolution.** In accordance with the 2007 amendment to the School Reform Act, section 38-1802.13a, the corporation shall dissolve if the charter for the charter school has been revoked, has not been renewed, or has been voluntarily relinquished; and pursuant to section 29-301.48 upon the dissolution of the corporation, assets shall be transferred to the State Education Office of the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships and used solely for educational purposes. The corporation will be in accordance with the terms of existing creditor agreements and applicable laws, and creditors shall retain all rights, powers, and remedies available to them to cure default as defined in their agreements with the charter school. As soon as feasible, the Board of Trustees shall complete and submit to the authorizing entity a closeout audit, which shall include: an account of the present value of the charter school's liabilities held by all of its creditors, including: banking institutions, Vendors, State pension and health benefits agencies; and an account of the present value of the charter school's assets, including: books, supplies, motor vehicles, furnishing, equipment, and facilities.

**Section 7.12 Non-Discrimination.** Cambridge Preparatory Academy dba Somerset Preparatory Academy does not deny, restrict, or abridge or condition the use of, or access to, any of its facilities, services, programs, or benefits of any program or activity to any person otherwise qualified, wholly or partially, for a discriminatory reason, based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status,

personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, political affiliation, source of income, or disability of any individual. Furthermore, Cambridge Preparatory Academy dba Somerset Preparatory Academy does not practice in the unlawful discrimination of the following acts, wholly or partially for a discriminatory reason based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, or political affiliation of any individual: fail or refuse to hire, or to discharge, any individual; or otherwise to discriminate against any individual, with respect to his compensation, terms, conditions, or privileges of employment, including promotion; or to limit, segregate, or classify our employees in any way which would deprive or tend to deprive any individual of employment opportunities, or otherwise adversely affect his status as an employee.

The Board of Directors unanimously adopted the Amendment of Bylaws of the Company by written consent on the 26<sup>th</sup> day of June, 2013.



---

Thomas Porter, Secretary

## **BYLAWS FOR CAMBRIDGE PREPARATORY ACADEMY DC, INC.**

### **ARTICLE I Purposes of the Corporation**

**Section 1.01 Purposes.** As set forth in the Articles of Incorporation, Cambridge Preparatory Academy DC, Inc. is organized exclusively for charitable and educational purposes. These purposes include: the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; to effectively oversee school operations and; to ensure that educational programs and school operations are in compliance with all statutory and regulatory requirements.

### **ARTICLE II Offices**

**Section 2.01 Location.** The principal office of Cambridge Preparatory Academy DC, Inc. shall be located within or without the District of Columbia, at such place as the Board of Trustees shall from time to time designate. The Corporation may maintain additional offices at such other places as the Board of Trustees may designate. Cambridge Preparatory Academy DC, Inc. shall continuously maintain within the District of Columbia a registered office at such place as may be designated by the Board of Trustees.

### **ARTICLE III Members**

**Section 3.01 Members.** Cambridge Preparatory Academy DC, Inc. shall have no Members.

### **ARTICLE IV Board of Trustees**

**Section 4.01. Power of Board.** The affairs of Cambridge Preparatory Academy DC, Inc. shall be managed by the Board of Trustees. Board members may be residents of the District of Columbia, other parts of the United States, or other countries. The supreme authority of Cambridge Preparatory Academy DC, Inc., consistent with the provisions of the Bylaws, shall be vested in the Board of Trustees, composed of the Board members of Cambridge Preparatory Academy DC, Inc.

**Section 4.02. Number of Board members.** The number of Board members of Cambridge Preparatory Academy DC, Inc. shall be not less than three (3) nor more than fifteen (15). The number of Board members may be increased or decreased from time to time by amendment to the Bylaws. No decrease shall shorten the term of any incumbent Board member nor shall the number of Board members be decreased at any time to less than three.

**Section 4.03. Election and Term of Board members.**

(a) The first Board of Trustees of the Cambridge Preparatory Academy DC, Inc. shall consist of those persons named in the Articles of Incorporation. Such persons shall hold office until the first annual election of Board members.

(b) Election of Board members shall occur at each annual meeting of the Board of Trustees. The terms of Board members shall be staggered. Initial Board members shall serve staggered terms of one, two, and three years. Thereafter, Board members shall serve three-year terms with approximately one-third of the Board members elected at each annual meeting. Each Board member shall hold office until the annual meeting when his/her term expires and until his/her successor has been elected and qualified.

**Section 4.04 Qualifications.** A majority of Board members must reside in the United States. Board members shall be sought who meet quality, qualifications, and diversity standards in direct relation to the implementation of educational philosophies.

**Section 4.05. Vacancies.** Vacancies shall be filled by majority vote of the remaining members of the Board of Trustees for the unexpired term. A Board member elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office and shall serve until his/her successor is elected and qualified.

**Section 4.06 Removal of Board members.** A Board member may be removed by a majority vote of the Board of Trustees, at any regularly scheduled or special meeting of the Board of 3 Board members, whenever in its judgment the best interests of the Corporation would be served thereby.

**Section 4.07 Resignation.** Except as otherwise required by law, a Board member may resign from the Board at any time by giving notice in writing to the Board. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective.

**Section 4.08 Quorum of Board members and Action by the Board.** Unless a greater proportion is required by law, a majority of the Board members then in office shall constitute a quorum for the transaction of business. If a quorum is present at the commencement of a meeting, a quorum shall be deemed present throughout such proceedings. Except as otherwise provided by law or by the Articles of Incorporation or these Bylaws, the act of a majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board.

**Section 4.09 Meetings of the Board.**

(a) Meetings of the Board of Trustees, regular or special, may be held at such place within or without the District of Columbia and upon such notice as may be prescribed by resolution of the Board of Trustees.

(b) An annual meeting shall be held once a year at a time and location set by the Board of Trustees. The Board shall hold at least four (4) regular meetings a year, but may meet more frequently if circumstances require.

(c) A Board member's attendance at any meeting shall constitute waiver of notice of such meeting, excepting such attendance at a meeting by the Board member for the purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

(d) Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Trustees need be specified in the notice or waiver of such meeting.

**Section 4.10 Informal Action by Board members; Meetings by Conference Telephone.**

(a) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if a majority of the Board members consent in writing through fax, mail, or by electronic mail to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the Board members shall be filed with the minutes of proceedings of the Board.

(b) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any or all Board members may participate in a meeting of the Board or a committee of the Board by means of conference telephone or by any means by which all persons participating in the meeting are able to communicate with one another, and such participation shall constitute presence in person at the meeting.

**Section 4.11 Voting.**

Each Board member shall have one vote. All voting at meetings shall be done personally and no proxy shall be allowed.

**Section 4.12 Compensation.** Board members shall not receive any compensation from Cambridge Preparatory Academy DC, Inc. for services rendered to the Corporation as members of the Board, except that Board members may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts based on policies approved by the Board.

**Section 4.13. Absence.** Each Board member is expected to communicate with the Chair/President in advance of all Board meetings stating whether or not s/he is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three successive Board meetings or fails to participate for a full year shall be deemed to have resigned due to non-participation, and his/her position shall be declared vacant, unless the Board affirmatively votes to retain that Board member as a member of the Board.

**ARTICLE V**  
**Committees**

**Section 5.01 Committees of Board members.** The Board of Trustees, by resolution adopted by a majority of the Board members in office, may designate and appoint one or more committees, each consisting of two or more Board members, which committees shall have and exercise the authority of the Board of Trustees in the governance of the Corporation. However, no committee

shall have the authority to amend or repeal these Bylaws, elect or remove any officer or Board member, adopt a plan of merger, or authorize the voluntary dissolution of the Corporation.

**Section 5.02. Executive Committee.** Between meetings of the Board of Trustees, on-going oversight of the affairs of the Corporation may be conducted by an Executive Committee, the membership of which shall include the officers of the Board.

**Section 5.03. Finance/Audit Committee.** The Finance/Audit Committee is responsible for ensuring that Cambridge Preparatory Academy DC, Inc's. financial statements and procedures are evaluated to determine that adequate fiscal controls and procedures are in place and that the Corporation is in good financial health. The Treasurer of the Board shall always be a member of the Finance/Audit Committee.

**Section 5.04. Other Committees and Task Forces.** The Board of Trustees may create and appoint members to such other committees and task forces as they shall deem appropriate. Such committees and task forces shall have the power and duties designated by the Board of Trustees, and shall give advice and make non-binding recommendations to the Board.

**Section 5.05. Term of Office.** Each member of a committee shall serve for one year until the next annual meeting of the Board of Trustees and until a successor is appointed, unless the committee is sooner dissolved.

**Section 5.06. Vacancies.** Vacancies in the membership of committees may be filled by the Chair of the Board.

**Section 5.07. Rules.** Each committee and task force may adopt rules for its meetings not inconsistent with these Bylaws or with any rules adopted by the Board of Trustees.

**Section 5.08 Advisory Bodies.** The Chair acting on behalf of the Board may from time to time appoint persons to act singly or as a committee or committees to provide expert advice to Cambridge Preparatory Academy DC, Inc. or to assist it in other ways.

Groups of advisors may include an Honorary Board, an Advisory Board, a Friends Committee, and/or other advisory groups. Each such advisor shall serve at the pleasure of the Board for a period designated by the Board, and shall have only such authority or obligations as the Board of Trustees may from time to time determine. No advisor shall receive compensation for services rendered, except for payment of reasonable expenses in accordance with policies established by the Board of Trustees, unless such compensation is authorized by a majority of the Board members then in office. A Board member may serve as an advisor, but may not receive compensation except for payment of reasonable expenses in accordance with the Corporation's policies.

## ARTICLE VI

### Officers

#### **Section 6.01. Officers.**

The Board of Trustees of Cambridge Preparatory Academy DC, Inc shall elect a Chair, a Vice-Chair, a Secretary, and a Treasurer. Officers shall not receive any salary and must be Board members of the Corporation. Any two offices may be held by the same person, except that the Chair may not hold another office.

**Section 6.02 Term of Office.** The officers of Cambridge Preparatory Academy DC, Inc shall be elected for one-year terms at the regular annual meeting of the Board of Trustees. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until a successor shall have been duly elected or appointed and qualified.

#### **Section 6.03 Removal.**

Any officer may be removed by a majority vote of the Board of Trustees in office whenever in the Board's judgment the best interests of the Corporation will be served thereby.

**Section 6.04 Resignation from Office.** Officers may resign at any time by providing written notice to the Chair.

**Section 6.05 Powers and Duties.** The powers and duties of the officers of Cambridge Preparatory Academy DC, Inc shall be as follows:

(a) **Chair.** The Chair shall preside at the meetings of the Board of Trustees. In the absence of paid staff, the Chair shall ensure the supervision and administration of the business and affairs of the Corporation. The Chair shall play a major role in resource development and in representing the organization within and outside the community. The Chair, as well as any other proper officer or staff person of Cambridge Preparatory Academy DC, Inc authorized by the Board of Trustees, may sign any deeds, bond, mortgages, or other instruments and enter into agreements necessary to carry out the missions and programs of the Cambridge Preparatory Academy DC, Inc, except where these Bylaws or policies adopted by the Board require the signature of some other officer or agent of the Corporation. The Chair shall communicate to other officers or to the Board of Trustees such matters and make such suggestions as may in her/his opinion tend to promote the prosperity and welfare and increase the usefulness of Cambridge Preparatory Academy DC, Inc, and, subject to the supervision of the Board of Trustees, shall perform all duties customary to that office.

(b) **Vice Chair.** In case of the absence of the Chair, or of her/his inability from any cause to act, the Vice-Chair shall perform the duties of that office. Like the Chair, the Vice-Chair shall play a major role in resource development and in representing the organization within and outside the community.

#### **(c) Secretary.**

The Secretary shall be responsible for keeping an accurate record of all meetings of the Board of Trustees, see that all notices are duly given in accordance with these Bylaws or as required by

law, maintain the official records of the organization, and in general perform all duties customary to the office of Secretary and such other duties as from time to time may be assigned by the Chair or by the Board. The Secretary shall have custody of the corporate seal of the Corporation, if any, and shall have the authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his/her signature. The Board of Trustees may give general authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by his/her signature.

(d) Treasurer. The Treasurer shall be responsible for financial oversight, including ensuring that appropriate fiscal records are kept and ensuring that all funds are recorded, spent, and monitored consistent with funder requirements, legal requirements, and sound financial management.

## **ARTICLE VII** **Miscellaneous**

**Section 7.01. Fiscal Year.** The fiscal year of the corporation shall be the calendar year or such other period as may be fixed by the Board of Trustees.

**Section 7.02 Corporate Seal.** The corporate seal, if any, shall be circular in form, shall have the name of the Corporation inscribed thereon and shall contain the words "Corporate Seal" and "District of Columbia" and 2011, the year the Corporation was formed, in the center.

**Section 7.03. Contracts and Other Documents.** The Board of Trustees may authorize the Chair, the Executive Board member, if any, and the Secretary in the absence of an Executive Board member to enter into contracts or to execute and deliver other documents and instruments on the Corporation's behalf. Such authority may be invested in other officers or agents of the Corporation from time to time for specific purposes.

**Section 7.04. Gifts.** The Board of Trustees may authorize the Executive Board member and the Secretary, as well as the Chair, to accept on behalf of the Corporation any contribution, gift, bequest, or devise for the purposes of Cambridge Preparatory Academy DC, Inc.

**Section 7.05 Checks, Drafts, Loans, Etc.** All checks, drafts, loans, or other orders for the payment of money, or to sign acceptances, notes, or other evidences of indebtedness issued in the name of Cambridge Preparatory Academy DC, Inc shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall be from time to time determined by the Board of Trustees. In the absence of such determination, such instrument shall be signed by the Chair, except that disbursements over a specific amount, to be set by the Board from time to time, shall be considered "special disbursements" and must be approved in advance by the Board of Trustees.

**Section 7.06. Deposits.** All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Trustees may from time to time select.

**Section 7.07 Books and Records to be Kept.** The Corporation shall keep at its registered office in the District of Columbia (1) correct and complete books and records of account, (2) minutes of the proceedings of the Board of Trustees and any committee having any of the authority of the Board, and (3) a record of the names and addresses of the Board members entitled to vote. All books and records of the Corporation may be inspected by any Board member having voting rights, or his/her agent or attorney, for any proper purpose at any reasonable time.

**Section 7.08 Amendment of Articles and Bylaws.**

The Articles of Incorporation and the Bylaws of the Corporation may be adopted, amended, or repealed by a majority vote of the Board members then in office, provided that at least ten days' written notice has been given each member of the Board of the intention to adopt, amend, or repeal the Articles of Incorporation or the Bylaws.

**Section 7.09 Loans to Board members and Officers.** No loans shall be made by the Corporation to its Board members or officers.

**Section 7.10 Indemnification and Insurance.**

(a) Unless otherwise prohibited by law, Cambridge Preparatory Academy DC, Inc shall indemnify any Board member or officer, any former Board member or officer, any person who may have served at its request as a Board member or officer of another corporation, whether for-profit or not-for-profit, and may, by resolution of the Board of Trustees, indemnify any employee against any and all expenses and liabilities actually and necessarily incurred by him/her or imposed on him/her in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) to which s/he may be or is made a party by reason of being or having been such Board member, officer, or employee; subject to the limitation, however, that there shall be no indemnification in relation to matters as to which s/he shall be adjudged in such claim, action, suit, or proceeding to be guilty of a criminal offense or liable to the Corporation for damages arising out of his/her own negligence or misconduct in the performance of a duty to the Corporation.

(b) Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such Board member, officer, or employee. The Corporation may advance expenses to , or where appropriate may itself, at its expense, undertake the defense of, any Board member, officer, or employee; provided, however, that such Board member, officer or employee shall undertake to repay or to reimburse such expense if it should ultimately be determined that s/he is not entitled to indemnification under this Article.

(c) The provisions of this Article shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof.

(d) The indemnification provided by this Article shall not be deemed exclusive to any other rights to which such Board member, officer, or employee may be entitled under any statute,

Bylaw, agreement, vote of the Board of Trustees, or otherwise and shall not restrict the power of the Corporation to make any indemnification permitted by law.

(e) The Board of Trustees may authorize the purchase of insurance on behalf of any Board member, officer, employee, or other agent against any liability asserted against or incurred by him/her which arises out of such person's status as a Board member, officer, employee, or agent or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law.

(f) In no case, however, shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under Chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended ("the Code"). Further, if at any time the Corporation is deemed to be a private foundation within the meaning of o 509 of the Code then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in o 4941(d) or o 4945(d), respectively, of the code.

(g) If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

#### CERTIFICATION OF ADOPTION OF BYLAWS

I certify that I am elected and acting Secretary of Cambridge Preparatory Academy DC, Inc. a District of Columbia nonprofit corporation, and that the foregoing Bylaws constitute the Bylaws of such corporation as adopted by the Board of Trustees.

---

Secretary

## **ATTACHMENT C**

prior to volunteering onsite. Volunteers interacting with students will be required to have a tuberculosis test on file.

### **3. Arrangements for Meeting District and Federal Requirements**

#### **a. Health and Safety**

The School will obtain and keep current all necessary permits, licenses and certifications related to fire, health and safety within the building and on school property. In the event of an emergency, teachers are responsible for the supervision of students in their care, and shall remain with students until directed otherwise. They shall take steps deemed necessary to ensure student safety. The shall:

- Direct students in their charge according to established Universal Emergency Procedures (to assembly area, Severe Weather Safe Area, etc.)
- Render first aid if necessary.
- Take roll book or attendance sheet with them for student accounting.
- Take roll when the class relocates in Assembly area
- Assist as directed by the Principal, or representative of the Emergency Management Team.

The School will comply with all applicable Health and Safety laws, specifically §38-1802.02(11) and §38-1802.04(c)(4), of the DC School Reform Act

#### **b. Safety**

The School will comply with all applicable safety laws, specifically those regarding compliance of facilities with the American with Disabilities Act and all requirements described in the DC Code.

#### **c. Transportation**

The School will inform parents and guardians of their rights, as their children are students attending a public charter school, of eligibility for reduced fares on the Metrobus and Metrorail Transit System on the same terms and conditions as are applicable, by law, to a student attending a District of Columbia public school. Additionally, the School will arrange for transportation of students with disabilities and if necessary will contract with a private provider if public transportation is inconvenient.

#### **d. Enrollment Data**

The School will collect and maintain accurate enrolment records for all students. The Principal will prepare a school-site budget, which will include anticipated revenues and expenditures based on student enrollment. The Board will review the budget and make revisions, as necessary. All student enrollment data will be compiled in order to provide the Board of Education with said data as required by law.

#### **e. Maintenance and Dissemination of Student Records**

The School will maintain both student and financial records in accordance with District of Columbia School Reform Act. Additionally, the School will maintain both active and archival records for current and former students in accordance with federal and local laws and with the regulations prescribed in the District of Columbia School Reform Act. The school ensures that all student records are kept confidential as required by applicable law.

All permanent records of students leaving the school, whether by graduation or transfer to another school are transferred to the school in which the student is enrolled. All students leaving the school to attend an out-of county school or a private educational institution shall have a copy of their permanent record forwarded to the school in which the student is enrolled. All permanent records remain in the last school in which the student was enrolled.

## **ATTACHMENT D**



WASHINGTON DC

## Somerset Preparatory Academy Public Charter School

June 10, 2013

The Members  
District of Columbia Public Charter School Board  
3333 14th St NW # 210  
Washington, DC 20010

### **Subject: Assurance to Seek, Obtain and Maintain Accreditation**

Ladies and Gentlemen:

This letter serves as notification of our intent to seek, obtain and maintain accreditation in accordance with the Charter School Agreement between Somerset Preparatory Academy Public Charter School and the District of Columbia Public Charter School Board. We understand that the accreditation process must be completed within five years of opening and from an appropriate accrediting agency as set forth in §38-1802.02(16) of the District of Columbia School Reform Act of 1995.

We look forward to this opportunity to serve children in Ward 8. Should you need additional information please do not hesitate to contact me at (202) 457-1993 or Jim Griffin at (301) 775-0537.

Sincerely,



S. Joseph Bruno  
Chair, Board of Directors  
Somerset Preparatory Academy Public Charter School

## **ATTACHMENT E**

## Hiring/Dismissal

All employees of the School shall demonstrate a commitment to the mission and educational philosophy of the School. A Personnel Manual/Employee Handbook will be created and approved by the School's Board of Trustees and its legal counsel.

Policies to be covered in the Employee Handbook include, but are not limited to:

- Hiring policies and practices
- Dismissal/Termination policies
- Employment eligibility requirements
- Wages/benefits
- Evaluation
- Vacation/Holidays
- Personnel Policies

The school will not discriminate in its hiring practices based on race, religion, national origin or ancestry, sex, or disability. All employees will provide proof of eligibility to work in the United States. Additionally, the School's employment policies will include provisions for hiring DCPS employees who request a leave of absence from DCPS for two years. During their time at the School, the School will pay into the employee's DCPS retirement plan.

The rules set forth below are not exhaustive and are intended to provide employees with illustrations and fair notice of what is expected from them. However, such listing cannot identify every situation of unacceptable conduct and performance. Employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of the school, to students, or to other employees, may also result in disciplinary action.

### Ninety-Day Probation Period

Employees will be given annual employment contracts agreed upon by the Board, Principal and potential employee. All employees will be hired on a 90-day provisional contract and may be terminated at any time in accordance with the School's termination provisions.

### Voluntary Termination

The School will consider an employee to have voluntarily terminated or abandoned his or her employment if an employee does any of the following:

- Elects to resign from the school.
- Fails to return from an approved leave of absence on the date specified by the school.
- Fails to return to work without notice to the school for three (3) consecutive days.

### Involuntary Termination

The School expressly reserves the right to discharge employees for cause, but without being in violation of the laws of the District of Columbia and the United States of America. The School assures thorough, consistent, and even-handed termination procedures. Terminated employees will receive all earned pay to the next regular pay period. An employee may be terminated involuntarily for any reason not prohibited by law, including a leave of absence in excess of 180 days, poor performance, misconduct, or other violations of the school's rules of conduct for employees.

Involuntary termination, other than for an administrative reason or abandonment of employment, will result in forfeiture of all earned accrued compensation, other than as required to be paid by law.

### Job Performance

Employees may be disciplined/discharged for poor job performance, including but not limited to, the following:

- Below-average work quality or quantity
- Poor attitude or lack of cooperation
- Excess absenteeism, tardiness, or abuse of break or lunch privileges
- Failure to follow instructions or procedures
- Failure to follow established safety/security procedures

### Misconduct

Employees may be disciplined or discharged for misconduct, including but not limited to the following:

- Insubordination
- Dishonesty
- Theft
- Courtesy (to students, parents, peers, supervisors, etc.)
- Misusing or destroying school property or the property of another
- Disclosing or using confidential or proprietary information without authorization
- Falsifying or altering school records, including the application for employment
- Interfering with the work performance of others
- Harassing other employees or students
- Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on school property or while conducting school business or supervising students.
- Possessing a firearm or other dangerous weapon on school property or while conducting school business
- Conduct which raises a threat to the safety and well being of the school, its employees, students, or property, including being charged or convicted of a crime that indicates unfitness for the job
- Failing to report to the school, within five days, any charge or conviction under any criminal, drug, state or felony arrests

The school may proceed directly to a written reprimand or to termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when the school deems such action is appropriate. If an employee is recommended for dismissal by the principal of the school, the principal will propose such dismissal at a meeting of the Board of the School. The employee shall have the right to contest the dismissal at the board meeting and present testimony or evidence in connection with the dismissal action.

### Drug Free Workplace

The School will have a policy establishing it as a drug, alcohol and tobacco free workplace. The policy will adhere to Title IV of the Safe and Drug-Free Schools and Communities Act to ensure that the campus is kept safe and are tobacco, drug, and alcohol free.

### Evaluation of Administrator

The Board of Trustees will evaluate the principal annually. The Board will use a comprehensive assessment form in order to validate principal competence and effectiveness. Administrative performance will be measured in terms of meeting or exceeding said competencies with emphasis in the areas of: improved student achievement; overall school site leadership; information and analysis; strategic quality planning; management of processes; human resources and customer focus. Other data included as part of the school leader's evaluation may include: results of parental involvement

efforts; student performance reports in terms of continuous improvement efforts; professionalism and attendance statistics; and results of parent, and staff climate surveys.

#### Evaluation of Staff

The administrative team and/or the Principal's designee(s), will conduct all faculty evaluations. A performance appraisal system will be established to validate teacher competence. The standards upon which teachers will be evaluated will be comprised of the knowledge, skills and abilities needed by all teachers to effectively support high student achievement around the following standards:

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments
- Understanding and Organizing Subject Matter
- Planning Instruction and Designing Learning Experiences
- Assessing Student Learning
- Developing as a Professional Educator

Because every effective teacher must be able to integrate and apply all of the skills involved in the aforementioned areas of professional practice, competent demonstration of the above standards will be evaluated. Formal teacher observations will be conducted at least four times a year for new teachers and bi-annually for experienced teachers. Additional appraisals may be effected, as needed, to address areas of concern and/or to inform completion of plans that may include specific strategies, resources, and timelines for improvement deficiencies.

A walk-through of each classroom will be conducted weekly to provide feedback on: objective setting, grade level appropriateness of lessons, appropriate higher-level thinking strategies, (as evidenced in Bloom's Taxonomy) and appropriate use of texts and materials. Instructional strategies, classroom management skills, and engagement of learners in the classroom will also be observed and teacher performance will be evaluated as a means to inform instruction.

Other support staff, such as clerical staff and teacher assistants will also receive feedback on their performance via in-house assessment tools and individual conferences with the Principal or his/her designee. School staff performance will be continually improved through a number of strategies. The Principal, or his/her designee will complete performance evaluations.

#### **e. Volunteers**

Parental Involvement enhances learning when a school encourages parents to stimulate their children's intellectual development. Parental 'investment' in a student's education is crucial to student success as well as to the advancement of the School's mission and vision. Parental involvement agreements will encourage parents to contribute volunteer hours to ensure parents actively participate in their child's education. Parental involvement will also be encouraged through (Parent Teacher Student Association) PTSA and other such school commitments. Home-based volunteer projects will be available to parents who are unable to volunteer on-site due to work or family constraints.

Community partnerships will provide opportunities for community members to volunteer and be involved in the enhancement of the School's program. Volunteers will be recruited to: serve as classroom assistants, provide tutoring services, assist with school fundraising projects, assist during fieldtrips, community service activities, and in the lunchroom.

A background check shall be conducted on all volunteers who contribute 10 hours or more at the school. Volunteers will be supervised by a staff member at all times and will attend a training session

## **ATTACHMENT F**

## ATTACHMENT F

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

*\*Items may be uploaded into Epicenter*

#### **Governance and Management**

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

#### **Staffing**

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

#### **Curriculum and Instruction**

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

## ATTACHMENT F

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

### Students and Parents

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

## ATTACHMENT F

### Operations

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

### Facilities, Furnishings and Equipment

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

## ATTACHMENT F

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

## **ATTACHMENT G**



## SOMERSET PREP DC CHARTER SCHOOL

3301 Wheeler Road SE, Washington, DC 20032 / [www.somersetdc.com](http://www.somersetdc.com) / 301-775-0537



June 11, 2013

The Members  
District of Columbia Public Charter School Board  
3333 NW 14<sup>th</sup> St, NW, #210  
Washington, DC 20010

Re: The Random Selection Process

Ladies and Gentlemen:

It is our intent at Somerset DC to implement and maintain a comprehensive recruitment strategy in close collaboration with our community partners so that we will continue to attract a broad and diverse group of students. We will not limit enrollment on the basis of race, color, religion, or intellectual or athletic ability.

If the number of applicants exceeds capacity all applicants shall have an equal chance of being admitted through a random lottery. Preference will be given to siblings of a student already attending or selected for admission.

The lottery will be held in compliance with the common enrollment period agreement in the spring of each year. Student placement on the waitlist will be determined by the number assigned during the lottery. The waitlist will be updated as students are enrolled.

Please do not hesitate to contact me at 301-775-0349 if you have any questions.  
Thank you,

A handwritten signature in black ink, appearing to read "JA Griffin".

Jim Griffin  
Principal  
Somerset Prep DC

## **ATTACHMENT H**

# **Somerset Prep Academy Discipline Policy Overview**

Somerset Prep Academy intends to adopt policies, procedures and plans to ensure a safe, orderly, and drug-free environment to encourage the highest academic and educational pursuits. These plans will be developed and reviewed with all school staff. Additionally, information sessions will be held with new and current students, a minimum of once yearly, to inform all students and parents of the policies and procedures of the School. A clear line of communication with faculty, students and parents is crucial to fostering a safe, orderly, respectful and engaged environment for students to succeed.

**The School will have policies in regards to drugs, weapons, violence and threats of violence, which will include behavior interventions, suspensions or expulsion based upon the circumstances and threat level to students. Behaviors listed in “Tier Five” of the Somerset Tier Matrix will be considered for expulsion.**

The School principal shall meet regularly with federal and municipal officials and request that the School be updated on the most current health and national security. The following general security procedures shall be implemented to ensure the culture of the School is maintained:

- Principal shall ensure that all administrators and designated staff members are provided with clear and concise procedures for reporting and handling all serious incidents that might occur in or within close proximity of the School.
- The School shall have an emergency response plan and staff shall be trained to activate the plan effectively and timely in the event of an emergency.
- The School staff will be instructed and trained to handle and report suspicious visitors or unusual activities in and around the School.
- Organized systems for student reporting of incidents and concerns will be developed and implemented to encourage an empowered sense for students to participate in a positive environment.
- Students and faculty will collaborate to create a clear set of rules and in creating a safe, respectful and peaceful environment.

## **Behavior and Discipline Philosophy**

The School founders' philosophy regarding student behavior ensures commitment to the School's mission on a daily basis. The founders believe that a safe and orderly school is of primary importance to creating an enjoyable learning environment for both students and teachers. The School will adopt policies and procedures to ensure a safe and orderly environment. Furthermore, when students behave in a respectful, responsible and safe manner, they enjoy a more productive learning experience and develop into responsible adults and citizens.

Thus, students will be expected to abide by a strict code of behavior. Proper conduct will be recognized and acknowledged and consequences will be given for breaking rules in accordance with the belief that inappropriate behaviors that interfere with the learning process must be extinguished. It is anticipated through a progressive discipline model,

with commitment to apply consistent, best practice behavior management techniques, students will take ownership of their behavior or mistakes and learn from them. The School will encourage children to believe that “mistakes” of judgment can and often do occur, and it is the acceptance of responsibility for our actions and lesson(s) learned from the “mistakes” that develop a student’s character.

Additionally, students will be taught character education throughout the school year, reinforcing a sense of responsibility in their actions and deeds, thus molding more self-aware, capable individuals. Students will be encouraged, at minimum, to be honest, kind, respectful, patient, proud, and courteous. The School expects each parent to take an active role in supporting this plan. It is in the student’s best interest that parents, faculty and staff work together to ensure a happy, safe and productive learning experience.



# Somerset Prep DC Charter School

## 2013-2014 Enrollment – Student Code of Excellence

Completion of a Registration Application does not guarantee acceptance or admission. Incomplete applications will not be considered.

### **Student Code of Excellence**

We believe that a safe and orderly school is of primary importance. When children behave in a respectful, responsible and safe manner, they learn more and develop into responsible children whose “character counts.”

The Somerset Prep DC Charter Code of Excellence is a school-wide plan that clearly outlines student expectations. Proper behavior is recognized and consequences are given for breaking the code.

Each parent and student must take an active role in supporting this plan. We want our children to learn to be responsible citizens. It is in the student's best interest that parents and staff work together to ensure a happy, safe and productive learning experience. The rules and regulations are outlined in detail in the Somerset Prep DC Charter Student & Parent Handbook found on-line on the schools web site and updated from time to time. Somerset Prep DC Charter rules and regulations supersede that of DC Public School Code of Student Conduct.

#### **Expected Student Behaviors:**

- Treat others with respect
- Be honest and fair
- Responsible for ones actions
- Obey all school rules
- Always be prepared for class (i.e., homework complete, class materials on hand)
- Be on-time
- Complete all assigned work
- Treat school property with respect
- Adhere to school uniform policy
- Use common sense
- Be proud to be a student at Somerset Prep DC Charter

#### **Unacceptable Behaviors Leading to Disciplinary Action include (but are not limited to):**

- Classroom tardiness
- Lying
- Acting in a manner as to interfere with the educational process
- Abusive language between or among students
- Failure to complete assignments or carry out directions
- Failure to submit daily homework assignments
- Disrespect to teacher, staff member or any other adult
- Acts of violence or the threat of violence
- Failure to completely comply with the dress code

#### **Types of Disciplinary Action**

1. Verbal or written reprimand (by teacher or administrator)
2. Loss of privileges
3. Contact with parent (by teacher or administrator)
4. Withdrawal of privileges
5. Detention



## Somerset Prep DC Charter School

### **2013-2014 Enrollment – Student Code of Excellence (pg 2)**

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6. Tasks considered appropriate for after-school detentions are those that will benefit the school, for example, students will assist with cleaning chores in the cafeteria, media center, and classrooms, and with debris pick-up around the school grounds. Teachers may elect to hold their own after-school detentions for the purpose of having students do the homework they failed to turn in. Students complete their detentions by writing a well-structured, positive essay about their experience.
7. In-school suspension (ISS): This suspension is served in a special classroom in the school. Students are expected to complete the class work sent by their teachers. However, they do lose the privilege of participating in extra-curricular for the duration of the assignment to ISS.
8. Out-of-school suspension (OSS): The student must be in his home during school hours, and the school resource officer may check for compliance. While suspended, the student is not allowed on school grounds or at any school-related function and refunds for prepaid events is not possible.
9. Dismissal from Somerset Prep DC Charter by action of the Principal.
10. Expulsion: student removed permanently from school by action of the Principal.

\*\*Additional consequences are also outlined in the Parent & Student Handbook, which by reference; both my child and I agreed to abide by.\*\*

## SOMSERSET PREPARTORY ACADEMY STUDENT DISCIPLINE TIERS

### TIER ONE

Tier 1 behaviors are those behaviors that are insubordinate or cause minor disruptions to the academic environment but do not involve damage to school property or harm to self or others. Tier 1 behaviors result in classroom-level disciplinary responses that may be elevated to administrative response if they are not successfully abated by the teacher or the appropriate school-level committee.

1.1 Refusal to present school-issued identification upon request

1.2 Attending class without required class materials or assigned work

1.3 Off-task behaviors that demonstrate disengagement from classroom learning

1.4 Behaviors that disrupt or interfere with classroom teaching and learning

1.5 Unexcused lateness for school or class

1.6 Inappropriate displays of affection

1.7 Excessive noise in the classroom, hall, or building

1.8 Running in the classroom, hall, or building

1.9 Communication with staff and peers that is not polite, courteous, or respectful

1.10 Directing profanity or obscene/offensive gestures toward peers

1.11 Refusal to comply with reasonable staff instructions, or classroom of school rules

1.12 Any behavior or other conduct not specifically enumerated in any other tier that is insubordinate or causes minor disruption to the academic environment but does not involve damage to school property or harm to self or others

#### **DISCIPLINARY RESPONSES:**

- Verbal redirection or reprimand
- Teacher/student conference
- Parental contact in writing or by phone
- Teacher/Parent conference
- Temporary Removal of Student from Classroom
- In-School Disciplinary Action
- Behavior contract
- Other school-based consequences as approved by a person designated by the Principal.

## SOMSERSET PREPARTORY ACADEMY STUDENT DISCIPLINE TIERS

### TIER TWO

**Tier 2 behaviors are those behaviors not specifically enumerated in any other tier that cause disruption to the academic environment, involve damage to school property, or may cause minor harm to self or others. Tier 2 behaviors result in school-based and administrative disciplinary responses.**

2.1. Using computer/office equipment without permission

2.2. Intentional misuse of school equipment/supplies/facilities

2.3 Unauthorized use of portable electronic devices during school hours (e.g. mp3 players, cell phones)

2.4 Noncompliance with an approved dress code

2.5 Leaving classroom without permission

2.6 Unexcused absence from class

2.7 Unauthorized presence in hallway during class time

2.8 Unexcused absence from school

2.9 Inappropriate or disruptive physical contact between students

2.10 Directing profanity or obscene/offensive gestures toward staff

2.11 Throwing objects that may cause injury or damage property

2.12 Any behavior or other conduct not specifically enumerated in any other tier that causes disruption to the academic environment, involves damage to school property, or may cause minor harm to self or others

2.13 Documented pattern of persistent Tier 1 behavior

### **DISCIPLINARY RESPONSES**

- Verbal redirection/reprimand
- Teacher/student conference or Administrator/student conference
- Parental contact in writing or by phone
- Administrator/parent conference
- Temporary Removal of Student from Classroom
- In-School Disciplinary Action
- Behavior contract
- Other school-based consequences as approved by a person designated by the Principal

## SOMSERSET PREPARTORY ACADEMY STUDENT DISCIPLINE TIERS

### TIER THREE

Tier 3 behaviors are those behaviors not specifically enumerated in any other tier that cause significant disruption to the academic environment or cause harm to self or others. In addition to lesser consequences, Tier 3 behaviors may result in either on-site or offsite Suspension.

3.1 Inappropriate use of DCPS computer or network (restricted websites, offensive emails)

3.2 Sale or distribution of any item without authorization

3.3 Possession or distribution of obscene or pornographic material on school premises

3.4 Possession or use of tobacco

3.5 Use of alcohol

3.6 Use of marijuana, controlled dangerous substances, imitation controlled substances, inhalants, other intoxicants, or drug paraphernalia

3.7 Unauthorized possession, use, or distribution of over-the-counter medication

3.8 Verbal, written, or physical threat to person or property (including intimidating postures)

3.9 Obscene, seriously offensive, or abusive language or gestures

3.10 Causing disruption on school properties or at any DCPS-sponsored or supervised activity

3.11 Gambling

3.12 Communicating slurs based on actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, or place of residence or business, including derogatory sexual language

3.13 Engaging in sexual acts on school premises or at school-related functions

3.14 Leaving school without permission

3.15 Academic dishonesty

3.16 Forgery

3.17 Lying to or giving misleading information to school staff

3.18 Posting or distributing material or literature that is disrespectful, demeaning, humiliating, or damaging to students and/or staff. This includes posting material on internet or sending material electronically (via email or cell phone)

3.19 Engaging in behavior that demonstrates gang/neighborhood crew affiliation (displaying clothing or gestures associated with gangs)
3.20 Hazing
3.21 Bullying, or using humiliating, or intimidating language or behavior including Internet bullying
3.22 Possession of tools or instruments which school administrators deem could be used as weapons
3.23 Engaging in reckless behavior that may cause harm to self or others
3.24 Extortion
3.25 Fighting where there is no injury and no weapon
3.26 Trespassing
3.27 Any behavior or other conduct not specifically enumerated in any other tier in this chapter that causes significant disruption to the academic environment or causes harm to self or others
3.28 Documented pattern of persistent Tier 2 behavior

#### **DISCIPLINARY RESPONSES**

- Verbal redirection/reprimand
- Teacher/student conference or Administrator/student conference
- Parental contact (written or by phone)
- Parent conference
- Temporary Removal of Student from Classroom\*
- Behavior contract
- In-School Disciplinary Action
- Grade reduction for academic dishonesty
- On-site Short-Term Suspension\* with provision of appropriate intervention services
- Off-site Short-Term Suspension\*, except in response to unexcused tardiness or absence
- Off-site Medium-Term Suspension\*, except in response to unexcused tardiness or absence

## SOMSERSET PREPARTORY ACADEMY STUDENT DISCIPLINE TIERS

### TIER FOUR

Tier 4 behaviors are those behaviors not specifically enumerated in any other tier that cause disruption to the school operation, destroy school property, or cause significant harm to self or others. Tier 4 behaviors result in off-site Suspension.

4.1 Acts of vandalism, destruction of property, or graffiti (tagging)

4.2 Documented theft of school or personal property without force

4.3 Interfering with school authorities or participating a major disruption of the school's operation

4.4 Tampering with, changing, or altering an official record or document of a school

4.5 Persistent Harassment based on actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, or place of residence or business

4.6 Lewd or indecent public behavior or sexual misconduct

4.7 Sexual harassment

4.8 Retaliation for reporting harassment and sexual harassment

4.9 Fighting which creates substantial risk of or results in minor injury

4.10 Inciting others to violence or disruption

4.11 Activating false alarm

4.12 Contaminating food

4.13 Possession of a weapon\* or replica or imitation of a weapon (including water guns), other than weapons subject to the requirements of the Gun-Free Schools Act

4.14 Using an article that is not normally considered a weapon to intimidate or threaten another individual

4.15 Any behavior or other conduct not specifically enumerated in any other tier in this chapter that causes disruption to the school operation, destroys school property, or causes significant harm to self or others

4.16 Documented pattern of persistent Tier 3 behavior

**DISCIPLINARY RESPONSES:**

- Off-site Short-Term Suspension\*, except in response to unexcused tardiness or absence
- Off-site Medium-Term Suspension\*, except in response to unexcused tardiness or absence
- Off-site Long-Term Suspension\*, except in response to unexcused tardiness or absence

## SOMSERSET PREPARTORY ACADEMY STUDENT DISCIPLINE TIERS

### TIER FIVE

Tier 5 behaviors are those behaviors not specifically enumerated in any other tier that are illegal, cause significant disruption to the school operation, or cause substantial harm to self or others. Tier V behaviors result in off-site Suspension or Expulsion.

5.1 Acts of Exceptional Misconduct at other schools

5.2 Vandalism/destruction of property over \$500

5.3 Selling or distribution of marijuana, prescription drugs, controlled dangerous substances, imitation controlled substances, inhalants, other intoxicants, controlled or drug paraphernalia

5.4 Possession or distribution of alcohol

5.5 Possession of drug paraphernalia or controlled substance, irrespective of the amount or type, pursuant to the criminal statutes of the District of Columbia, codified at D.C. Official Code § 48-1101 et seq. (2001)

5.6 Causing serious disruption or damage to school's computer systems, electronic files, or network

5.7 Possession of fireworks or explosives

5.8 Theft or attempted theft using force, coercion, intimidation or Threat of violence

5.9 Assault/physical attack on student or staff

5.10 Fighting which results in a serious physical injury

5.11 Participating in group fight which has been planned, causes major disruption to school day or results in substantial bodily injury

5.12 Using an article that is not normally considered a weapon to injure another individual

5.13 Use, threatened use, or transfer of any weapon\*

5.14 Use, possession, or bringing to school a loaded or unloaded firearm, as defined in 18 U.S.C. § 921 (2000), including but not limited to pistols, blank pistols, starter pistols, revolvers, rifles, and shotguns.

5.15 Any behavior that violates the Gun Free School Act

5.16 Deliberate acts that cause severe physical injury to another person (s)

5.17 Assault with a weapon

5.18 Commission or attempted commission of any act of sexual assault or sexual aggression

5.19 Arson

5.20 Biohazard
5.21 Bomb threat
5.22 Any other intentional use of violence, force, coercion, Threats, intimidation, or other comparable conduct which causes or attempts to cause severe physical injury, substantial disruption, or obstruction of any lawful mission, process, or function of Somerset DC School
5.23 Any behavior or other conduct not specifically enumerated in any other tier in this chapter that is illegal, causes significant disruption to the school operation, or causes substantial harm to self or others
5.24 Documented pattern of persistent Tier 4 behavior
<b><u>DISCIPLINARY RESPONSES:</u></b> <ul style="list-style-type: none"><li>• Off-site Long-Term Suspension*, except in response to unexcused tardiness or absence</li><li>• Expulsion*</li></ul>

## **DEFINITIONS**

As used in these Discipline Tiers, the following terms and phrases shall have the meanings ascribed:

**“Academic Dishonesty”** - any conduct that unfairly influences academic outcomes including:

- (a) Plagiarism including the adoption or reproduction of ideas, words, or statements of another person or source without giving acknowledgment or credit to the person or source;
- (b) Cheating including any attempt to give or obtain assistance in with a test or examination, without permission or acknowledgment;
- (c) Deception including giving false information to instructional staff—for example, a student giving a false excuse for missing a deadline or making a false claim that assignment was submitted;
- (d) Fabrication including altering data, information, and documents affecting any student’s academic records; forging signatures of authorized instructional staff or falsifying information on an official school document, i.e. report card, letter of permission, petition, class schedule, ID card, or any other official school document;
- (e) Sabotage including creating situations to prevent others from completing their work. For example, destroying another student’s work, tampering with the experiments of other students; and
- (f) Unauthorized Access including gaining unauthorized access to computer systems, academic or administrative records and information; viewing or altering any records, modifying computer programs or systems, releasing or distributing information gained through unauthorized access.

**“Acts of Exceptional Misconduct”** - any activity that would constitute a felony, gross misdemeanor, or misdemeanor under District or federal law

**“Assault”** - being physically violent, using unwarranted force, or demonstrating a deliberate and immediate intent to be physically violent towards another. Assault does not include: 1) incidental touching unless it is flagrant, purposeful, repeated, or results in the threat of imminent harm; or 2) Self-Defense or the defense of someone else who is being assaulted if the force used in defense is reasonable in response to the Assault.

**“Bullying”**-repeated intentional behavior that occurs in order to intentionally harm others through verbal or nonverbal Harassment, physical Assault, or other more subtle methods of coercion. Such behavior may include, but is not limited to, manipulation, teasing, taunting, threatening, hitting, stealing, destroying personal property, sending threatening/abusive emails, text messages, or other electronic communications.

**“Distribution”** - the transfer to any other person, with or without the exchange of money or other valuables.

**“DCPS”** - means the District of Columbia Public Schools.

**“Documented Pattern of Persistent Behavior”** – repeated commission of the same or similar infraction. Behavioral occurrences on a single school day (for Elementary students) or in a single class period (for Secondary students) are considered a single infraction. To impose disciplinary action using this standard, prior infractions must be documented no later than one school day after than the occurrence of each infraction. Only infractions occurring within the current school year shall be considered in the assessment of whether a pattern of behavior exists.

**“Education Plan”** - includes instructional materials and written work sufficient to allow a student the opportunity to earn grades and credits of the same value as those earned by students attending classes. The plan shall also include information regarding accessing support services, such as counseling, mental health services, etc.

**“Elementary”** – grades preK-grade 5

**“Expulsion”** - the denial of the right of a student to attend school or program, including all classes and school activities, except DCPS Alternative Educational Settings, for one (1) calendar year.

**“Extortion” or “blackmail”** - obtaining, or attempting to obtain, money or property from another person, with or without that person’s consent, induced by wrongful use of force or intimidation, or the Threat thereof.

**“False Alarm”** - triggering a fire alarm or initiating a report of fire or emergency without valid cause, or accessory to this offense.

**“Fighting”** - engaging in or provoking physical contact involving anger or hostility. Fighting includes, but is not limited to, the following:

- (a) Engaging in mutual physical contact involving anger or hostility;
- (b) Teasing, harassing, threatening or intimidating others in a manner that results in physical contact involving anger or hostility;
- (c) Physical retaliation for teasing, harassing, threatening, or intimidating behavior; or
- (d) Verbally inciting or physically supporting a fight through one’s encouragement or presence.

**“Forgery”** - forging notes or letters from parents, guardians, teachers, staff members, or office personnel; or the falsification of travel plans or sign-out designations.

**“Gambling”** - playing cards, dice, or games of chance for money or other things of value.

**“Gang”** - a group of individuals that are involved in illegal, intimidating or harassing conduct.

**“Gun-Free Schools Act”** – Federal law requiring states to have a law in place requiring the Expulsion of a student who is found to have brought a firearm to school, 20 U.S.C. § 7151.

**“Hazing”** - actions taken against a person for the purpose of being initiated into a group that endangers the mental or physical health, well-being or safety of a student, and results in humiliation, embarrassment, ridicule, intimidation or shame.

**“Harassment”** - verbal or physical conduct or communication relating to an individual's actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, or place of residence or business, in a manner that denies or limits a student's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive environment for students, employees, or others in the school environment, or interferes with employees' performance of their job duties or the effective performance of the school-related functions of others. Harassment also includes written or verbal communications that are electronically transmitted with the intention of creating or causing the same harm described above.

**“In-School Disciplinary Action”** –disciplinary actions such as after-school detention, loss of privileges (including recess), exclusion from extracurricular activities, written reflection, conflict resolution, mediation, or similar actions of short duration that do not result in the student's loss of academic instruction time.

**“Inappropriate Use of DCPS Computer or Network”**- any use of computers or networks in violation of the Somerset Student Internet Safety and Use Policy.

**“IEP”** – an individualized education program as that term is defined in § 602 of the Individuals with Disabilities Education Act, approved June 4, 1997 (111 Stat. 37; 20 U.S.C. § 1401).

**“Intentional Misuse of School Equipment/Supplies/Facilities”** - deliberately misusing school equipment, supplies, or facilities, including failure to follow safety rules.

**“Limited or no-English proficiency”** - the inability to adequately understand or to express oneself in the spoken or written English language

**“Long-Term Suspension”** – Suspension for eleven (11) to ninety (90) school days.

**“Medium-Term Suspension”** – Suspension for six (6) to ten (10) school days.

**“Possession”** - knowingly carrying or having an item on one’s person, or exercising control over an item, that is prohibited from being on school grounds, that is either in the possession of a third-party or has been intentionally placed in a location on or near school property for the purpose of disposing of the item or retrieving the item at a future time.

**“School Center for Special Instruction” (“SCSI”)** – In Door Suspension on-site for one (1) to five (5) school days for Secondary students or one (1) to three (3) school days for Elementary students.

**“Secondary”** - grade 6 or higher.

**“Self-Defense”** - defensive behavior that occurs while an Assault is being inflicted on oneself or another, and is not more forceful than absolutely needed to deflect the violence suffered and prevent continuing injury or harm to oneself or the other person. Examples of Self-Defense are deflecting blows without returning them and holding or holding back an attacker to keep him/her from continuing to Assault. Defensive behavior that is considerably more forceful than needed for legitimate Self-Defense may be considered Assault.

**“Sexual act”** - any sexual act committed among two consenting parties.

**“Sexual Harassment”** - deliberately harassing another person for sexual reasons or in a sexualized manner with unwanted attention, touching, or verbal comments such that the person is uncomfortable, intimidated, or threatened by the behavior.

**“Short-Term Suspension”** – on-site or off-site Suspension for one (1) to five (5) school days for Secondary students or one (1) to three (3) school days for Elementary students.

**“Suspension”** - the denial of the right of a student to attend any school or program, including all classes and school activities, except in an approved Alternative Educational Setting, in no event exceeding ninety (90) school days pursuant to the provisions of this chapter.

**“Temporary Removal of Student from Classroom”** – removal from the student’s classroom for less than half a school day, not to extend beyond the time of dismissal on the day of the disciplinary action. During any such removal, the student shall be supervised and provided with instructional materials.

**“Threat”** - the communication of an intention to intimidate, harass or inflict violence, harm or terror on an individual or group of individuals, directly or indirectly, whether by physical, verbal, written, telephone, or electronic actions, which cause the other person to believe his or her life or safety, or property, is in danger.

**“Trespassing”** - being present on school property without permission of school authorities. This includes entering any school district property, except an approved Alternative Educational Setting, while serving an off-site Suspension or Expulsion or attending any school function at any location while serving a Suspension or Expulsion in contravention of § B2504.6.

**“Use”**– when referring to alcohol, marijuana or other illegal drugs, or prescription medication, means a finding, based on reasonable evidence, that a student was found to have consumed such substances without proper authorization, or that a student was found, based on reasonable evidence, to be or have been under the influence of same while under the jurisdiction of DCPCSB authority.

## **ATTACHMENT I**



**d. Civil Liability and Insurance**

The School will meet or exceed recommended levels of insurance coverage for the School. The School has contacted an insurance provider to present insurance options and costs specifically related to the School. Below is a table demonstrating the minimum levels of insurance coverage that will provided according to DC law.

TYPE	ESTIMATED AMOUNT
General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Directors and Officers Liability	\$1,000,000
Educators Legal Liability	\$1,000,000
Student Accident	Per student basis
Umbrella Coverage	\$3,000,000; \$5000,000 if providing transportation
Property/Lease Insurance	100 percent of replacement cost
Boiler and Machinery Insurance	\$1,000,000 (if appropriate actual loss sustained)
Auto Liability Insurance	\$1,000,000
Workers Compensation	As required by law

**e. Provision for Audit**

Provisions for annual audits of the financial operations of the school.

## **ATTACHMENT J**



## SOMERSET PREP DC CHARTER SCHOOL

3301 Wheeler Road SE, Washington, DC 20032 / [www.somersetdc.com](http://www.somersetdc.com) / 301-775-0537



### KEY PERSONNEL LIST

James A. Griffin – Chief Executive Officer, Principal  
Laura A. Griffin – Chief Operating Officer, Business Manager  
Terrance Butler - Dean of Students  
Lauren Catalano - Reading Specialist  
Diane Littles - Community Outreach/Parent Liaison  
TBA - Assistant Principal  
TBA - Special Education Specialist  
TBA - Curriculum Coordinator  
TBA – Math Specialist  
TBA – Science Specialist  
TBA – Guidance Counselor  
TBA – Media Specialist



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## **Somerset Prep DC Board Contact List**

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**Board Chair**  
[joebruno456@aol.com](mailto:joebruno456@aol.com)  
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Washington, DC 20004

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(202) 444-8645  
Georgetown University Hospital  
3800 Reservoir Rd., NW  
Washington, DC 20007

**\*\* Office of Secretary to be voted on and assigned at July 18<sup>th</sup> Board Meeting.**

**\*\* Parent board member will be voted on and assigned at July 18<sup>th</sup> Board Meeting, this will bring our board number to 7 as an odd number.**

## **ATTACHMENT K**

**CHARTER SCHOOL MANAGEMENT AGREEMENT**  
**BETWEEN**  
**CAMBRIDGE PREPARATORY ACADEMY DC, d/b/a/ SOMERSET DC**  
**AND**  
**ACADEMICA DC LLC**

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## **CHARTER SCHOOL MANAGEMENT AGREEMENT**

This is an Agreement for the Management and Administration of a Charter School by and between CAMBRIDGE PREPARATORY ACADEMY DC, D/B/A SOMERSET DC (“CharterSchoolCorp”) and ACADEMICA DC LLC (“Manager”).

**WHEREAS**, CharterSchoolCorp has a contract (“the Charter”) with District of Columbia Public Schools (the “Sponsor”) to operate a charter school (the “School”);

**WHEREAS**, the School is governed by the Board of Directors of CharterSchoolCorp (the “Board”);

**WHEREAS**, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

**WHEREAS**, CharterSchoolCorp desires to ensure that its School is professionally managed and operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

**WHEREAS**, Manager is an educational service provider established to provide professional planning, accountability, compliance, management and support services to public charter schools;

**WHEREAS**, it is Manager’s mission to ensure that the vision of the School’s Board of Directors is faithfully and effectively implemented;

**WHEREAS**, Manager’s officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

**WHEREAS**, Manager’s officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for charter school programs.;

**WHEREAS**, Manager’s officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

**WHEREAS**, Manager manages a network of charter schools and believes that there are benefits to be obtained from having a uniform system-wide reporting, record-keeping and accountability system and benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools managed by Manager; and

**WHEREAS**, CharterSchoolCorp and Manager desire to enter into this agreement for the purpose of having Manager provide professional planning, accountability, compliance, management and support services;

**NOW THEREFORE**, the parties to this Agreement agree as follows:

**DUTIES OF MANAGER:**

**1. Recitals**

The forgoing recitals are true, correct and incorporated herein.

**2. Engagement**

CharterSchoolCorp engages Manager to provide management and administrative services to the School as more fully set forth herein. Manager accepts such engagement pursuant to the terms of this Agreement.

**3. Management and Administrative Duties**

Manager will coordinate the management and administrative duties required to operate the School. In connection with this, Manager will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. In providing services, Manager will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. Manager's services will include, but not be limited to: identification, design and procurement of facilities; staffing recommendations; and, human resource coordination. In addition, Manager's services shall include services required for the day to day administration of the School such as regulatory compliance, legal and corporate upkeep, and the maintenance of the books and records of the School as well as the bookkeeping, budgeting and financial forecasting that is required by the governing Board for its oversight. The Board will review the recommendations made by Manager and act upon them in the manner the Board decides.

**4. Board of Directors Meetings**

Manager will assist in the coordination of and attend the meetings of the Board of the School. Unless otherwise instructed by the Board, Manager shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of State law and the Charter regarding such meetings and record keeping.

**5. Record Keeping**

Manager will maintain the records of the School at the location designated by the Board. Manager will ensure compliance with the State and Charter requirements for record keeping. In addition, Manager will ensure that designated on site staff receives proper training by the Sponsor's appropriate departments for student school record keeping through its designated Management Information Services (MIS) programs.

**6. Bookkeeping**

Manager will coordinate with the accounting firms selected by the Board and serve as liaison with them to ensure the accuracy and timeliness of financial reporting, record keeping, and audits as may be required by the Charter and State law.

**7. Staff Administration**

Manager will identify and propose for employment by or on behalf of CharterSchoolCorp qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by law. CharterSchoolCorp may employ or contract with skilled selected non-certified personnel to assist instructional staff members as teachers' aides in the same manner as required by applicable law. Manager will coordinate with the Board or the Hiring Committee established by the Board to identify, recruit and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be CharterSchoolCorp employees or employees leased to CharterSchoolCorp, and will not be employees of Manager. Manager will prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees. Manager will propose a professional employee management company to the Board which can perform the human resource services for the School. Once the Board approves a human resource provider Manager will coordinate such services. The Board will have complete discretion to decide which

professional employee management company and its method of human resource management to use, if any. Manager agrees to act as the liaison for the School vis-à-vis the human resource services provider. All School-based employees will be assigned to the School and may only be removed, dismissed, or transferred by Board approval.

#### **8. Financial Projections and Financial Statements**

Manager will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the standard state codification of accounts as required by law, or shall utilize GAAP Accounting at the direction of the Board, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by a certified public accounting firm, will adopt accounting policies and procedures. Manager will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the Sponsor, which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principals. These statements will be provided in advance of the deadline for submission of such reports to the Sponsor. CharterSchoolCorp will provide the Sponsor with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. Manager will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principals for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than September 20<sup>th</sup> of each year.

#### **9. Designated Contact Person**

The designated contact person of Manager shall be the President of Academica DC LLC (currently Fernando Zulueta). An alternate contact person shall be the Vice-President and Director of Operations (currently Maggie Fresen).

#### **10. Grant Solicitation**

In consultation and with Board approval, Manager will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such

grants will include, but are not limited to federal grants programs and various continuation grants for charter schools.

#### **11. Financing Solicitation and Coordination**

Manager will coordinate obtaining financing from private and public sources for loans desired by the Board.

#### **12. Other Funding Sources**

Manager will coordinate the solicitation of Capital Outlay Funds, if available, from the appropriate state or local agencies. Similarly, Manager will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to charter schools from time to time.

#### **13. Annual Reporting**

Manager will coordinate the preparation of the Annual Report required by the Charter School Legislation for the School.

The Report will be submitted to the Board for approval, and Manager will coordinate the delivery and review process established by the Sponsor and Charter School legislation for the Annual Report.

#### **14. Student Assessment**

Manager will coordinate a student assessment methodology and retain on behalf of CharterSchoolCorp professionals to administer and evaluate results. Manager will provide the Board with proposals from professionals offering to provide assessment and student evaluation services for the Board either to approve or reject.

#### **15. School Board Representation**

Manager will serve as primary liaison with District of Columbia Public Schools and its officials on behalf of the School. In connection therewith, Manager's representatives will attend required meetings and public hearings.

#### **16. Governmental Compliance**

Manager will ensure compliance with state regulations and reporting requirements of the Charter School.. Manager will also ensure the School's compliance with its Charter with the Sponsor, a copy of which is incorporated herein by reference.

## **17. Charter Renewal Coordination**

Manager will coordinate with the Sponsor for the renewal of the School's Charter on a timely basis. On behalf and with the direction of the Board, Manager will negotiate the terms of the renewal Charter with the Sponsor and provide the Board with notice and seek Board approval of any renewal provisions which modify or alter the terms of the original Charter between the School and the Sponsor.

## **18. Curriculum Development**

Manager shall identify and or develop curricula in connection with the operations of the School and the vision of the Board in a manner that complies with applicable federal, state and local laws and regulations. All curricula shall be approved by the Board prior to use.

## **19. Pre-School, After-Care, Early Drop-Off**

Manager shall identify and or develop Pre-School, After-Care, Early Drop-Off programs to be offered as services ancillary but separate from the operations of the School. These are programs that are not encompassed by the Charter School Agreement between the School and the Sponsor. Accordingly, the School may elect not to offer these programs directly, but rather to authorize Manager to do so. In furtherance of that, Manager will retain the necessary operators to provide the underlying services to the parents and students desiring them. Manager will coordinate the provision of those services directly where applicable and establish agreements to reimburse the School for the use of the facilities, utilities, cleaning services and other costs consumed or incurred by those uses. Manager and/or the selected service providers shall be the direct primary supplier to the parents and students of those ancillary services and will indemnify and hold harmless the School for any liability resulting from them. The terms and conditions for these programs including financial terms, operating procedures, and ownership, shall be subject to Board review and approval.

## **20. Facilities Identification Expansion, Design and Development**

Manager shall coordinate with the Board for the purpose of identifying the facilities needs of the School from year to year. In connection therewith, Manager shall assist the School in identifying, procuring and planning the design of new facilities or in the expansion of existing ones. Manager may identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Manager or its principles, that relationship will be disclosed to the Board. Further, Manager shall recommend and retain on behalf of the School qualified professionals in the fields of school

design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

## **21. Systems Development**

Manager will identify and develop a school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

## **TERM OF AGREEMENT**

### **22. Initial Term**

The term of the Agreement shall commence on the start of the 2013-2014 school year. The commencement date shall be deemed to be July 1, 2013, although the parties recognize that Manager has provided services to the Board in connection with the School and Charter before this date.

The initial term of this Agreement shall be five (5) years unless the Board for cause terminates this Agreement per section 24 of this Agreement. At the conclusion of the term of this Agreement, CharterSchoolCorp shall have the option to renew this contract with Manager.

### **23. Renewal**

Unless terminated by the Board, the terms of this Agreement shall be renewed along with any renewals to the Charter Agreement. Manager agrees to renew this Agreement at CharterSchoolCorp's option on the then-current terms and conditions unless there has been an uncured material breach hereunder by CharterSchoolCorp, after 60 days written notice of such breach and demand for cure.

### **24. Termination**

In the event of a breach of this Agreement by Manager, CharterSchoolCorp shall give Manager written notice of such breach and sixty (60) days to cure such breach from the date of giving such notice to Manager. "Breach" shall be defined as a material breach of this Agreement by Manager, the failure of Manager to provide educational support and management services sufficient to operate the School in a manner that complies with the standards of the Sponsor, any debarment of or similar action against Manager by any governmental entity or any action or conduct by Manager or its principals that may bring disrepute to the School or Board (e.g., any arrest or conviction for a crime of moral turpitude or any felony) or that may endanger or materially lessen the safety of students. If the Sponsor terminates or materially

changes its Charter Agreement with the School or Board for the operation of the School, the School or Board and Manager may upon thirty (30) days written notice terminate this Agreement without penalty or liability of any kind to either party.

## **COMPENSATION**

### **25. Base Compensation**

CharterSchoolCorp shall pay Manager a management fee of six hundred dollars (\$600) per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided CharterSchoolCorp receives such funds. The fee shall be payable in equal monthly installments, provided that CharterSchoolCorp shall have no obligation to pay such fee before receiving its FTE funding, in which event the monthly installments shall accrue until funding is received. The fee shall be adjusted annually at each anniversary of this Agreement based on the change in the prior year's Consumer Price Index or on the basis of the year-to-year percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less, but in no event shall any adjustment reduce the management fee below the initial level of six hundred dollars (\$600) per student Full Time Equivalent (FTE) per annum as stated above.

### **26. Additional Services**

Manager will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, at the expense of CharterSchoolCorp, of other professionals or consultants who may be independent from Manager or part of Manager's network of consulting professionals.

### **27. Reimbursement of Costs**

Manager shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost.

## **28. Incurred Expenses**

Pursuant to the agreement of the Board and Manager, Manager may defer some or all of the management fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the schools financial records.

## **OTHER MATTERS**

### **29. Conflicts of Interest**

No officer, shareholder, employee or director of Manager may serve on the Board. Manager will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Manager, its officers, directors or principals and any other person or entity providing goods or services to the School, Manager agrees to disclose the relationship to the Board.

### **30. Insurance and Indemnification**

Manager shall carry liability insurance and indemnify the School for acts or omissions of Manager. Manager agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board. Manager hereby agrees to indemnify, hold harmless and protect CharterSchoolCorp, the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Manager, its employees or agents.

### **31. Miscellaneous**

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all if this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by

this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(3) Neither party shall assign this Agreement without the written consent of the other party;

(4) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(5) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the District of Columbia and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in the District of Columbia.

(8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Academica DC LLC  
6340 Sunset Drive  
Miami, Florida 33143  
Attn: President

Cambridge Preparatory Academy DC, d/b/a Somerset DC  
910 17<sup>th</sup> Street, NW Suite 1120  
Washington, DC 20006  
Attn: Chairperson

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

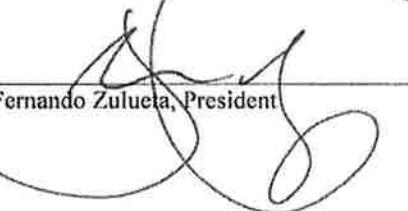
**CAMBRIDGE PREPARATORY ACADEMY DC, D/B/A SOMERSET DC**

**(For Somerset DC)**

By: , Chair / President

Date: 3-29-13

**ACADEMICA DC LLC**

By: , President

Date: 3/29/13