



2017-18 Five-Year Charter Review Report

Community College Preparatory Public Charter School

March 19, 2018

DC Public Charter School Board
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TABLE OF CONTENTS

KEY FINDINGS AND BOARD VOTE	2
CHARTER REVIEW STANDARD.....	2
BACKGROUND INFORMATION ABOUT SCHOOL.....	4
SECTION ONE: GOALS AND ACADEMIC ACHIEVEMENT EXPECTATIONS	6
SECTION TWO: COMPLIANCE WITH CHARTER AND APPLICABLE LAWS	12
SECTION THREE: FISCAL MANAGEMENT AND ECONOMIC VIABILITY.....	16
Attachment A.....	22

KEY FINDINGS AND BOARD VOTE

The District of Columbia Public Charter School Board (DC PCSB) staff conducted a five-year charter review of the Community College Prep Public Charter School (Community College Prep PCS) according to the standard required by the School Reform Act (SRA), D.C. Code §§ 38-1802 *et seq.*¹

Community College Prep PCS is a single-campus local education agency (LEA) spread across two facilities and currently serving adults ages 18 and older. Community College Prep PCS (CC Prep PCS) has unique goals and student academic achievement expectations that are based on the Adult Education Performance Management Framework (AE PMF).

The school established as its goals and academic achievement expectations that it would earn more than 40% of the weighted score in three of four categories² of the AE PMF for at least two of the following three school years (SYs): 2014-15, 2015-16, 2016-17.

Pursuant to the school's Charter and Charter Agreement³, Community College Prep PCS met its goals and academic achievement expectations. In addition, DC PCSB staff determined that the school has adhered to generally accepted accounting principles, has not engaged in a pattern of fiscal mismanagement, and is economically viable.

Based on these findings, the DC PCSB Board voted 7 – 0 on March 19, 2018 to continue the school's charter without conditions.

CHARTER REVIEW STANDARD

The SRA provides that DC PCSB "shall review [a school's] charter at least once every [five] years."⁴ As part of this review, DC PCSB must determine whether:

- (1) The school committed a material violation of applicable laws or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities; and/or

¹ D.C. Code § 38-1802.12(a)(3).

² The categories are: Student Progress, Student Achievement, College and Career Readiness, and Leading Indicators

³ Please see the Charter Agreement attached as Appendix A.

⁴ D.C. Code § 38-1802.12(a)(3).

- (2) The school failed to meet the goals and student academic achievement expectations set forth in its charter.⁵

If DC PCSB determines that a school has committed a material violation of applicable law or of its charter, or has not met its goals and academic achievement expectations, as described above, DC PCSB may, at its discretion, grant the school a continuance or revoke the school's charter. Additionally, there is a fiscal component to the charter review. DC PCSB is required by the SRA to revoke a school's charter if DC PCSB determines in its review that the school (1) has engaged in a pattern of nonadherence to generally accepted accounting principles; (2) has engaged in a pattern of fiscal mismanagement; and/or (3) is no longer economically viable.

⁵ D.C. Code § 38-1802.12(c).

BACKGROUND INFORMATION ABOUT SCHOOL

School History and Overview

Community College Prep PCS began operating in 2013 under authorization from DC PCSB, and serves adult students aged 18 and older. It operates one campus spread across three facilities in Wards 6 and 8.

The mission of the school is:

To provide the education and skills development that will empower and prepare under-credited adults from postsecondary education success, viable employment and lifelong learning.⁶

Community College Prep PCS offers core content classes to prepare students for the General Equivalency Diploma (GED) exam and for enrolling in community college classes. The school also offers Career and Technical Education programming. Students may pursue certifications related to Microsoft Office; heating, ventilation, and air conditioning (HVAC); and IT help desk. Every student is assigned a Student Support Specialist who helps her/him create and pursue an individual learning plan. The school offers blended learning, with both traditional classroom learning and online independent programming for reading, writing, and math.

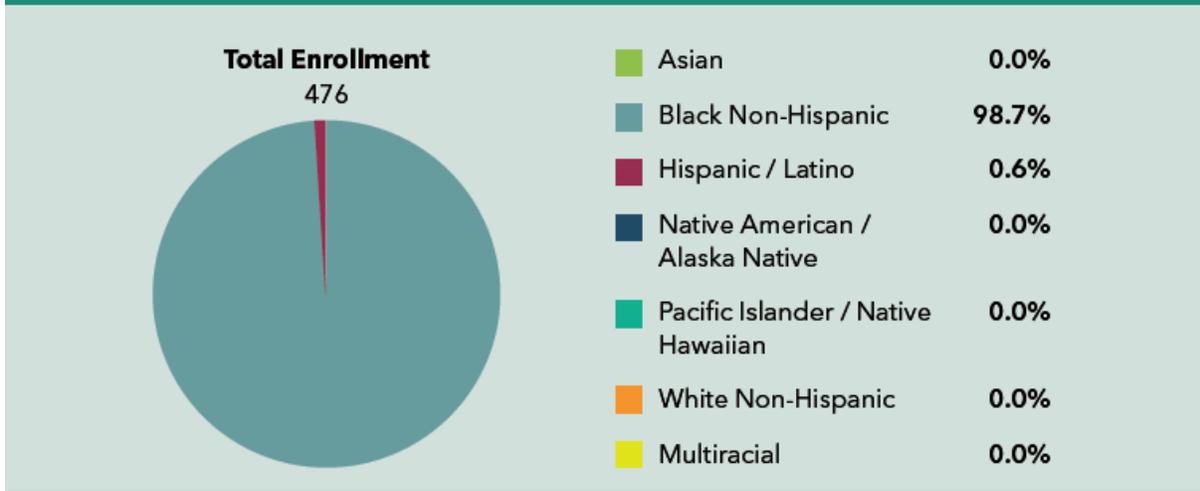
Enrollment Trends and Demographics

Community College Prep PCS's enrollment has increased each year since the school opened and has expanded from one to three facilities. The school's population was 98.7% black in SY 2016-17, the most recent year with validated demographic data.

Community College Prep PCS - Enrollment				
2013-14	2014-15	2015-16	2016-17	2017-18
167	273	359	476	600

⁶ See Appendix A, p. 2.

Student Demographics (2016–17)



Performance Management Framework Outcomes

The school's tiers on the AE PMF are summarized in the table below. In SY 2014-15, Community College Prep PCS was Tier 3 and then rose to Tier 1 in SY 2015-16. This past school year, the school was Tier 2. The details of the AE PMF can be found at the end of the report in Attachment A.

Community College Prep PCS - PMF Outcomes		
2014-15	2015-16	2016-17
Tier 3	Tier 1	Tier 2

SECTION ONE: GOALS AND ACADEMIC ACHIEVEMENT EXPECTATIONS

The SRA requires DC PCSB to review whether a school has met its goals and academic achievement expectations at least once every five years. Goals and academic achievement expectations are only considered as part of the renewal analysis if they were included in a school’s charter or charter amendment approved by the DC PCSB Board.

In November 2016, Community College Prep PCS updated its goals. The PMF Categories chart below summarizes DC PCSB’s determination of whether the school met its respective goals and academic achievement expectations. These determinations are further detailed in the body of this report.

Goals and Academic Expectations	Met?
1 <p>The School Corporation will be deemed to have met its goals and academic achievement expectations if at its fifth-year charter review in school year 2017-18, the School Corporation will need to have earned at least 40% of the weighted score in three out of four indicators of the Adult Education Performance Management Framework (Student Progress, Student Achievement, College and Career Readiness, and Leading Indicators) in at least two of the following three years (SY 2014-15, 2015-16, and 2016-17) to be deemed as having met its goals and student academic achievement expectations during this review.</p>	Yes.

Assessment: Community College Prep PCS met its goals and academic achievement expectations. The table below provides an overview of the school’s performance on in each category (formally referred to as indicator) of the AE PMF. The school earned more than 40% of the weighted score in every PMF category (Student Progress, Student Achievement, College and Career Readiness, and Leading Indicators) in at least two of the following three years: SYs 2014-15, 2015-16, 2016-17. The performance in SY 2014-15, its first year of operation, was the weakest with the school meeting the target in one category. Community College Prep PCS subsequently made dramatic improvements and has comfortably met the target in all four categories in 2015-16 and 2016-17.

Community College Prep PCS – PMF Categories			
	2014-15	2015-16	2016-17
Student Progress	33.4	70.0	72.3
College and Career Readiness	8.1	100.0	96.3
Student Achievement	N/A	100.0	45.6
School Environment	94.3	66.1	80.2

Adult Performance Management Framework Categories

Student Progress - Adult Basic Education (ABE)

The US Department of Education’s National Reporting System (NRS) has established six ABE levels for adult learners. ABE level one represents a student with minimal reading and writing skills, and able to add only single digits. Level six would be the equivalent of a high school junior or senior, able to comprehend and analyze complex texts, and perform algebra, trigonometry, and geometry.

Adult education students are expected to advance through the ABE levels. Schools administer literacy and numeracy pre- and post-tests. Students are identified as making progress when the post-test for their lowest scoring subject is one or more ABE levels higher than their pre-test.⁷

Community College Prep PCS measures ABE progress using the Test of Adult Basic Education (TABE). The school demonstrated consistent improvement on this measure. In SY 2015-16, the school earned a weighted ABE average score of 70.0% on the AE PMF. This more than doubled its performance from SY 2014-15 and exceeded the charter sector average by nearly 20 percentage points. In SY 2016-17, the school’s performance improved further, while pre- and post-testing the highest number of ABE students in the charter sector.

Community College Prep PCS – Adult Basic Education						
	2014-15		2015-16		2016-17	
	School	Charter Sector	School	Charter Sector	School	Charter Sector
All Students ⁸	33.4	40.0	70.0	50.1	72.3	65.5
n-size	186		328		438	

⁷ “Levels” refers to the NRS’ Educational Functioning Levels. For more information, see page 92 of the 2017-18 PMF Policy and Technical Guide available here: <https://dcpcsb.egnyte.com/dl/yd308nkfMC>.

⁸ The percentages represent a weighted average of scores assigned for progress through each of the ABE levels. Scores for each ABE level are calculated comparing the percent passing against a floor and target for each level. For example the target is that 43.4% of ABE 4 students will progress to ABE 5. Because 43.8% of the school’s students did so, it exceeded the target and so earned a score of 100% for that group of students.

College and Career Readiness

Entered Employment or Postsecondary Education; Retained Employment or Entered Postsecondary

The College and Career Readiness category looks at whether students who entered the adult education program either retained or entered a job or entered postsecondary education or training after exiting the program.⁹ The Entered Employment or Postsecondary measure captures the percentage of students without a job (but identified as being in the labor force) when they entered the school who are employed or enrolled in a postsecondary school or training program after exiting the school. The Retained Employment or Entered Postsecondary measure captures the percentage of students who entered an adult education school with a job, who are still employed in the third quarter after the quarter of exit from the adult education program, or who entered postsecondary education or training before the end of the program year.

CC Prep PCS’ students entering employment or postsecondary education improved significantly during this review period, from 6.6% in SY 2014-15 to 96.3% in SY 2016-17, the highest rate in the charter sector. The percentage of students from the school who retained employment or entered postsecondary fell within three percentage points of the sector average for SYs 2015-16 and 2016-17. The school also had a significant jump in its response rate, with over 90% of its eligible students responding to their follow-up requests.

Community College Prep PCS – Employment and Postsecondary						
	2014-15		2015-16		2016-17	
	School	Charter Sector	School	Charter Sector	School	Charter Sector
Entered Employment or Entered Postsecondary	6.6	55.6	80.2	62.5	96.3	70.2
Response Rate	52.2%		93.5%		100.0%	
Retained Employment or Entered Postsecondary	n < 10	87.7	91.4	89.1	89.1	89.3
Response Rate	11.8%		100.0%		94.5%	

Student Achievement¹⁰

⁹ These data are collected through follow-up surveys, and DC PCSB only counts the results for schools that successfully survey at least 50% of their withdrawn students.

¹⁰ In SY 2016-17, the AE PMF included two new Student Achievement measures: Earned High Level Certification and GED Subject Test Achievement. The Earned High Level Certification measure was displayed as a percentage on the 2016-17 AE PMF, but will not be included in the category score or AE PMF tier until additional years of data are available. The GED Subject Test Achievement result is included in the school’s Student Achievement category average for SY 2016-17.

Earned Secondary Credential

The Earned Secondary Credential measure on the AE PMF captures the percentage of eligible students who earned a GED or National External Diploma Program credential.

In SY 2015-16, 100% of Community College Prep PCS students who attempted all (or all remaining) sections of the GED earned the credential, the highest rate in the sector. In SY 2016-17, that rate declined to 50% of students, the lowest rate in the sector. Nevertheless, the school still met the threshold of this goal. The number of students who attempted one or more sections of the GED are few.

Community College Prep PCS – Secondary Credential						
	2014-15		2015-16		2016-17	
	School	Charter Sector	School	Charter Sector	School	Charter Sector
All Students	N/A	54.8	100.0	78.4	50.0	74.9
n-size	<i>n < 10</i>		16		10	

Leading Indicators

Attendance

Leading Indicator measures are designed to show the school’s climate and adult student satisfaction. One such measure is Attendance, which DC PCSB assesses through the average in-seat attendance (ISA) rate. DC PCSB considers ISA an indicator of a school’s climate. The school’s ISA has been below the charter average for each year of the review period.

Community College Prep PCS – In-Seat Attendance						
	2014-15		2015-16		2016-17	
	School	Charter Sector	School	Charter Sector	School	Charter Sector
All Students	70.9	71.6	56.1	70.2	65.5	70.1

Retention

Another measure of school climate and adult student satisfaction is a school’s retention rate, which is the percentage of students who stay at an AE school long enough to complete a single cycle of instruction. The retention rate is calculated based on the percentage of students enrolled in academic courses who meet the retention criteria for their program.

Community College Prep PCS’ retention rate exceeded the charter sector average by nearly 10 percentage points in SY 2015-16, its highest performance on this measure.

Community College Prep PCS – Retention						
	2014-15		2015-16		2016-17	
	School	Charter Sector	School	Charter Sector	School	Charter Sector
All Students	72.9	73.4	86.3	76.4	69.4	72.0
n-size	343		409		759	

Qualitative Site Review Outcomes

DC PCSB conducts Qualitative Site Reviews (QSRs) of charter schools to observe qualitative evidence of the extent to which a school is meeting its mission and goals, as well as to assess classroom environments and quality of instruction. In May 2017, in anticipation of this charter review analysis, DC PCSB conducted a Qualitative Site Review (QSR) of Community College Prep PCS.¹¹ QSR reviewers observed evidence that the school is meeting its mission, noting there were high levels of student engagement at all three facilities, with students “demonstrat[ing] their commitment to learning by asking questions, working cooperatively with peers, and celebrating their educational progress.”¹²

In QSRs, each observed classroom is assigned an Unsatisfactory, Basic, Proficient, or Distinguished rating in classroom environment¹³ and instruction.¹⁴ The following table details the percentage of classrooms at each campus that were rated proficient or distinguished in each domain. Community College Prep PCS achieved high outcomes related to Classroom Environment, with 96% of observed classrooms rated as proficient or distinguished in this domain. DC PCSB observers noted a “family-like atmosphere at all three facilities” and that “classroom routines functioned smoothly and efficiently.”¹⁵

% of Classrooms Rated Proficient or Distinguished in the Domain	
Classroom Environment	Instruction
96%	80%

¹¹ See Community College Prep PCS QSR report, attached to this report as Appendix B.

¹² See Appendix B, p. 1.

¹³ To assess classroom environment, DC PCSB observes whether teachers (a) create an environment of respect and rapport; (b) establish a culture for learning; (c) manage classroom procedures; and (d) manage student behavior

¹⁴ To assess instruction, DC PCSB observes how teachers (a) communicate with students; (b) use questioning/prompts and discussion techniques; (c) engage students in learning; and (d) use assessment for instruction.

¹⁵ See Appendix B, p. 2.

From SY 2014-15 to SY 2016-17, DC PCSB conducted QSRs of eight adult education schools. The average percentage of observations receiving distinguished or proficient in the Classroom Environment domain was 90% and the average for the Instruction domain was 73%. Community College Prep PCS was slightly above average in both domains.

SECTION TWO: COMPLIANCE WITH CHARTER AND APPLICABLE LAWS

The SRA requires DC PCSB to determine at least once every five years whether a school has “committed a material violation of applicable laws or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities.”¹⁶ The SRA contains a non-exhaustive list of applicable laws, which DC PCSB monitors in its annual compliance reviews. The below table discusses the school’s compliance with various requirements from 2013-14 to the time of this report’s publication.

Compliance Item	Description	School’s Compliance Status 2013-14 to present¹⁷
Fair enrollment process D.C. Code § 38-1802.06	DC charter schools must have a fair and open enrollment process that randomly selects applicants and does not discriminate against students.	Compliant since 2013-14
Notice and due process for suspensions and expulsions D.C. Code § 38-1802.06(g)	DC charter school discipline policies must afford students due process ¹⁸ and the school must distribute such policies to students and parents.	Compliant since 2013-14
Student health and safety D.C. Code §§ 38-1802.04(c)(4), 4-1321.02, 38-651	The SRA requires DC charter schools to maintain the health and safety of its students. ¹⁹ To ensure that schools adhere to this clause, DC PCSB monitors schools for various indicators, including but not limited to whether schools: <ul style="list-style-type: none"> - have qualified staff members that can administer medications; - conduct background checks for all school employees and volunteers; and - have an emergency response plan in place and conduct emergency drills as required by DC code and regulations. 	Compliant since 2013-14
Equal employment D.C. Code § 38-1802.04(c)(5)	A DC charter school’s employment policies and practices must comply with federal and local employment laws and regulations.	Compliant since 2013-14

¹⁶ D.C. Code § 38.1802.12(c).

¹⁷ See Compliance Reports, attached to this report as Appendix C.

¹⁸ See *Goss v. Lopez*, 419 U.S. 565 (1975).

¹⁹ D.C. Code § 38.1802.04 (c)(4)(A).

Compliance Item	Description	School's Compliance Status 2013-14 to present¹⁷
Insurance As required by the school's charter	A DC charter school must be adequately insured.	Compliant since 2013-14
Facility licenses D.C. Code § 47-2851.03(d); D.C. Mun. Regs., tit. 14, §§ 14-1401 et seq.	A DC charter school must possess all required local licenses.	Compliant since 2013-14
Proper composition of board of trustees D.C. Code § 38-1802.05	A DC charter school's Board of Trustees must have: an odd number of members that does not exceed 15; a majority of members that are DC residents; and at least two members that are parents of a student attending the school.	Compliant since 2013-14
Accreditation Status D.C. Code § 38-1802.02(16)	A DC charter school must maintain accreditation from an SRA-approved accrediting body approved by the SRA.	Compliant since 2013-14

Procurement Contracts

D.C. Code § 38-1802.04(c)(1) requires DC charter schools to use a competitive bidding process for any procurement contract valued at \$25,000 or more, and within three days of awarding such a contract, to submit to DC PCSB all bids received, the contractor selected, and the rationale for the contractor was selected. To ensure compliance with this law, DC PCSB requires schools to submit a "Determinations and Findings" form to detail any qualifying procurement contract that the school has executed.

For SY 2015-16, DC PCSB staff found the school to be in compliance with the Procurement Contract Submission Policy. For SYs 2013-14 and 2014-15, the school did not properly submit all contract documents. However, these contracts were entered into before DC PCSB implemented the current version of the Procurement Contract Submission Policy and it would be impractical for the school to submit these contracts at this time.

Special Education Compliance

Charter schools are required to comply with all federal and local laws regarding students with disabilities, including the Individuals with Disabilities Education Act²⁰ (IDEA) and Section 504 of the Rehabilitation Act of 1973.²¹

D.C. Office of the State Superintendent of Education (OSSE) Special Education Compliance Reviews

OSSE monitors charter schools' special education compliance and publishes three primary types of reports detailing these findings: (1) Annual Determinations; (2) On-Site Monitoring; and (3) Special Conditions Reports.

As an adult education program, Community College Prep PCS can choose whether it will "opt-in" or "opt-out" of IDEA Part B²² funding, and thus the monitoring and compliance requirements of IDEA Part B. In their first year of operation, SY 13-14, Community College PCS did not qualify for IDEA funds based on their Child Count, and thus OSSE did not monitor the school. In SY 14-15, the school opted-in; however, since SY 2015-2016, the school has opted-out of IDEA Part B funding.

Due to an oversight, OSSE did not produce an Annual Determination report for Community College Prep PCS in SY 2014-15. While OSSE acknowledges that they should have published a report for that school year, at this time, they will not issue a retroactive Annual Determination. Thus, the following section only summarizes the local education agency's (LEA) IDEA special education compliance in SY 2014-15 for Special Conditions reports.

Special Conditions Reports

OSSE submits reports to the U.S. Department of Education's Office of Special Education Programs (OSEP) three times each year,²³ detailing LEAs' compliance in three areas: (1) Initial Evaluation timeliness;²⁴ (2) Reevaluation timeliness; and (3) Secondary Transition requirements (for students age 16 and up). This LEA was evaluated in adhering to all three areas in SY 2014-15 and the outcomes are detailed in the tables below.

²⁰ 20 U.S.C. §§ 1400 *et seq.* See 20 U.S.C. § 1413(a)(5).

²¹ 29 U.S.C. § 794.

²² Part B of IDEA applies to students ages 3-22.

²³ Prior to SY 2014-15, OSSE conducted reviews quarterly. The data for the special conditions from that timeframe is thus organized across four quarters.

²⁴ Starting with SY 2017-18, OSSE is no longer under special conditions with OSEP on Initial Evaluations. Moving forward, OSSE will only report on Reevaluation and Secondary Transition in Special Conditions reporting. Initial evaluation data will still be periodically reviewed for compliance and included in Public Reporting for Annual Performance Reports (APRs). For the purposes of this report, Initial Evaluations are included since OSSE reported on this area of compliance in the past.

Special Conditions Reporting Period – April 2014 through March 2015			
	August 1 Report (April 1 – June 30)	November 1 Report (July 1 – Sept. 30)	May 1 Report (October 1 – March 31)
Initial Evaluation Timeliness	N/A ²⁵	N/A	N/A
Reevaluation Timeliness	N/A	N/A	N/A
Secondary Transition	N/A	Compliant	N/A

Hearing Officer Determination (HOD) Implementation Review

OSSE manages and oversees compliance through the HOD Tracker (formerly called the Blackman Jones database) that tracks the timely implementation of actions required by HODs. As of July 2017, no HODs have been issued against Community College Prep PCS.²⁶

²⁵ Not applicable (N/A) indicates that OSSE did not conduct a review of the school for the listed compliance area during the specified timeframe.

²⁶ HODs are the written decision issued as a result of a due process complaint that proceed to hearing. Many other complaints are withdrawn due to settlement or for a host of other reasons. Not all outcomes are required to be tracked and, for this reason, DC PCSB is reporting here only on HODs resulting in finding(s) made against the LEA for the purposes of this report.

SECTION THREE: FISCAL MANAGEMENT AND ECONOMIC VIABILITY

INTRODUCTION

The SRA requires DC PCSB to revoke a school’s charter if DC PCSB determines that the school:

- Has engaged in a pattern of non-adherence to generally accepted accounting principles (GAAP);
- Has engaged in a pattern of fiscal mismanagement; and/or
- Is no longer economically viable.²⁷

The results of DC PCSB’s review of Community College Prep PCS’s financial records are presented below.

SUMMARY OF FINDINGS

Community College Prep PCS is economically viable, has complied with GAAP, and appears to have adequate financial performance and internal controls.

Community College Prep PCS’s first year of operation was Fiscal Year (FY) 2014. The data examined as a part of this review includes the last four years of audited financial data (FY 2014 through FY 2017). During this period, both enrollment and total revenues grew. After operating at a deficit in its first year of operation, Community College Prep PCS had a surplus since FY 2015. Community College Prep PCS does not warrant any concerns for economic viability or fiscal mismanagement based on the information currently available to DC PCSB.

FINANCIAL OVERVIEW

The following table provides an overview of Community College Prep PCS’s financial information over the school’s last four years of operations. Between FY 2014 and FY 2017, Community College Prep PCS experienced growth in enrollment and revenue of 185% and 335%, respectively. However, the school had low levels of cash on hand during the first three years of operation, making it vulnerable to delays in cash receipts or unexpected expenses. While this was an area of concern, results for FY 2017 show that the school significantly increased both its cash balance and net asset position. As the school scales up its operations, it appears to be growing in a fiscally responsible manner.

Financial Highlights (\$ in 000s)				
	2014	2015	2016	2017
Maximum Enrollment²⁸	150	238	350	475

²⁷ See D.C. Code § 38-1802.13(b).

²⁸ Maximum Enrollment represents the largest possible number of students for which the school may receive public funding. It may be higher than the school’s targeted or budgeted enrollment, but provides a good proxy for the school’s enrollment expectations over time.

Financial Highlights (\$ in 000s)				
	2014	2015	2016	2017
Audited Enrollment	167	273	359	476
Total Revenue	\$1,545	\$2,948	\$4,260	\$6,725
Surplus/(Deficit)²⁹	(\$42)	\$40	\$163	\$1,082
Unrestricted Cash Balances	\$25	\$101	\$8	\$1,020
Number of Days of Cash on Hand³⁰	5	12	0	67
Net Asset Position³¹	(\$42)	(\$2)	\$161	\$1,243
Primary Reserve Ratio³²	(3%)	0%	4%	22%

FISCAL MANAGEMENT

Overall fiscal management considers the school's liquidity, debt burden, cost management, and internal controls. Together, these factors reflect the effectiveness of school leaders and the school's board in managing school finances. While the school had limited liquidity for the first three years of operation, this was addressed in FY 2017. In addition, the school has shown that operating costs are effectively managed and that it has an adequate internal control environment. These areas are discussed further below.

Liquidity

Liquidity refers to the school's ability to meet its financial obligations, particularly in the short term. Too few assets or insufficient cash to pay vendors and/or creditors is a cause for concern and threatens the school's viability. Two indicators of a school's liquidity are its current ratio³³ and its days of cash on hand. The current ratio measures a school's financial resources available to meet short-term obligations (i.e., those obligations due in the following 12 months). When the current ratio is less than one, the school's ability to meet these obligations is in doubt; we consider a current ratio of greater than 1.0 the "target" of acceptable performance. A current ratio below 0.7 raises concern about the school's liquidity; we consider this the "floor" of acceptable performance. The second measure, days of cash on hand, reflects a school's ability to fund operating expenses in the near term. Typically, 45 days of cash or more is recommended; we consider this the target. Less than 15 days of cash is a liquidity concern; we consider this the floor of acceptable performance.

As noted above, Community College Prep PCS's liquidity levels were an area of concern from FY 2014 through FY 2016. It is not unusual for a school to have limited cash

²⁹ Surplus / (Deficit) is total revenue minus total expenses.

³⁰ Number of Days of Cash on Hand equals unrestricted cash and cash equivalents divided by daily operating expenses (which equals annual operating expenses divided by 365 days). It is a measure of the school's ability to pay debts and claims as they come due.

³¹ Net Asset Position equals total assets minus total liabilities.

³² Primary Reserve Ratio equals total net assets, less intangible assets, divided by total annual expenses.

³³ A school's current ratio is its current assets divided by current liabilities.

balances in the early years of operation. Based on audited FY 2017 financial statements, Community College Prep PCS’s liquidity is at acceptable levels.

Liquidity						
	Floor	Target	2014	2015	2016	2017
Current Ratio	<0.7	>1.0	0.5	0.5	0.5	3.4
Number of Days of Cash on Hand	<15	>45	5	12	0	67

A final measure of liquidity is solvency³⁴, the school’s ability to pay outstanding obligations, including amounts due to vendors, employees, and lenders if the school’s charter is revoked. DC PCSB reviewed Community College Prep PCS’s 2017 audited financial statements to determine the risk to third parties in the event of school closure. Should the DC PCSB Board vote to close Community College Prep PCS, we expect that the school would be able to meet its operating obligations. With the improved liquidity noted in the school’s audited FY 2017 financial statements, Community College Prep PCS’s solvency is not an area of immediate concern. As of June 30, 2017, the school only had \$371,161 of total liabilities; meanwhile, cash and cash equivalents was \$1,020,360.

Debt Burden

As part of the evaluation of a school’s long-term viability, DC PCSB considers a school’s debt burden. DC PCSB reviews two debt ratios – the debt ratio³⁵ and the debt service coverage³⁶ ratio. The debt ratio measures how leveraged a school is, or the extent to which a school relies on borrowed funds to finance its operations. A ratio greater than 0.90 is a cause for concern (the floor for this metric); a ratio below 0.50 is a signal of financial strength (the target). The debt service coverage ratio is a measure of surplus available for debt servicing to interest and principal; a low ratio indicates a school’s inability to service its debt. For this metric, a ratio less than 1.0 is a cause for concern (the floor) and a ratio above 1.2 is a sign of strength (the target).

Community College Prep PCS’s debt ratio was an area of concern in both FY 2014 and FY 2015, but was at acceptable levels by FY 2016 and FY 2017. It is not unusual for a school to have a high debt ratio in the early years of operation. Because the school has no loans or other long-term debt (the largest components of the school’s liabilities were accounts payable and deferred revenues), the debt service coverage ratio is not applicable.

³⁴ Except when the school owns a facility, solvency equals unrestricted cash plus receivables with a high probability of collection, minus liabilities and closure expenses.
³⁵ Debt Ratio equals the total liabilities divided by the total assets.
³⁶ Debt Service Coverage Ratio equals Earnings Before Interest, Depreciation, and Amortization divided by the sum of scheduled principal payments and interest paid (not including balloon payments).

Debt Burden						
	Floor	Target	2014	2015	2016	2017
Debt Ratio	>0.90	<0.50	1.15	1.01	0.34	0.23
Debt Service Coverage Ratio	<1.0	>1.2	<i>N/A-metric introduced in FY16</i>		N/A	N/A

Cost Management

The following table provides an overview of Community College Prep PCS's spending decisions over the past three years. As a percentage of total expenses, the school spends significantly more in direct student costs than the median for all DC public charter schools, because of the school's investment in electronic student learning materials.

Cost Management (\$ in 000s)				
	2014	2015	2016	2017
Salaries and Benefits	\$787	\$1,324	\$1,998	\$2,564
Direct Student Costs	\$228	\$891	\$1,085	\$1,436
Occupancy Expenses	\$376	\$402	\$630	\$1,139
General Expenses³⁷	\$196	\$291	\$385	\$504

As a Percent of Expenses					
	2014	2015	2016	2017	FY16 Sector Median
Salaries and Benefits	50%	46%	49%	45%	61%
Direct Student Costs	14%	31%	26%	25%	11%
Occupancy Expenses	24%	14%	15%	20%	16%
General Expenses	12%	10%	9%	10%	11%

Internal Controls

At the highest level, internal controls are processes assuring achievement of an organization's objectives in operational effectiveness and efficiency, reliable financial reporting, and compliance with laws, regulations, and policies.

Audits of Community College Prep PCS establish that the school has adhered to GAAP. The school's auditors issued unmodified audit opinions for all years and there were no material weaknesses or other findings identified. Community College Prep PCS appears to have an adequate internal control environment.

³⁷ PCSB has worked with the Financial Oversight Task Force to revise definitions of cost categories, including combining Office Expenses and General Expenses beginning in FY 2016. Other category definitions have also changed over time.

Internal Controls				
	2014	2015	2016	2017
Modified Statement Opinion. The auditor issues an opinion letter on the basic financial statements. An <i>unmodified</i> opinion means the auditor is satisfied professionally that the statements present fairly the financial position of the school and the results of operations. Should there be areas of doubt, the opinion may be <i>modified, adverse, or disclaimed</i> .	No	No	No	No
Material Weakness. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the school's financial statements will not be prevented, or detected and corrected in a timely manner.	No	No	No	No
Statement Non-Compliance. The auditor tests for compliance with certain provisions of laws, regulations, contracts, and grant agreements. Non-compliance could have a direct and material effect on the determination of financial statement amounts.	No	No	No	No
Modified Program Opinion (Uniform Guidance). When expenditures of federal funds are greater than \$750,000, the auditor performs an extended review and issues an opinion letter on compliance with the requirements of laws, regulations, contracts, and grants applicable to each of the school's major federal programs. A <i>modified opinion</i> indicates instances of noncompliance.	N/A	N/A	N/A	N/A
Program Material Weakness (Uniform Guidance). In planning and performing the audit of major federal programs, the auditor considers internal control over compliance with the requirements of applicable laws, regulations, contracts, and grants. A material weakness in internal control indicates that there is a reasonable possibility of material noncompliance with a requirement of a federal program that will not be prevented, or detected and corrected, on a timely basis.	N/A	N/A	N/A	N/A
Findings & Questioned Costs. The auditor discloses audit findings that are important enough to merit attention by those charged with governance, with documentation of corrective action plans noting the responsible party.	0	0	0	0
Unresolved Prior Year Findings. The auditor discloses prior year audit findings that have not been corrected.	N/A	No	No	No
Going-Concern Issue. The auditor indicates that the financial strength of the school is questioned.	No	No	No	No
Debt-Compliance Issue. The audit discloses that the school was not in compliance with certain debt covenants. A debt-compliance issue may prelude insolvency.	No	No	No	No

ECONOMIC VIABILITY

Measures of economic sustainability include earnings and cash flows, reserves, and trends in both enrollment and revenue. Together, these measures assess the risk that the school will be able to continue operations. The first set of indicators address earnings and cash

flow, specifically the school’s “operating results” – how much its total annual revenues exceed its total annual expenditures—and earnings before depreciation and amortization (EBDA).³⁸ In general, DC PCSB recommends that a school have positive annual operating results and cash flows; we do not set a target for these ratios.

Based on these measures, Community College Prep PCS’s performance has been adequate. The school recorded a deficit in its first year of operation, but both earnings and cash flows are steadily improving.

(\$ in 000s)	Floor	2014	2015	2016	2017
Surplus/Deficit	<0	(\$42)	\$40	\$163	\$1,082
Earnings before Depreciation and Amortization	<0	(\$12)	\$92	\$248	\$1,212

Additional measures of economic viability include the school’s net asset position and primary reserve ratio. DC PCSB would be concerned with net assets reserves below zero, but we do not set a target for this ratio. We expect that schools accrue reserves greater than or equal to 25% of operating expenditures; we are concerned when schools accrue reserves below 0% of operating expenditures.

Community College Prep PCS’s net asset position was negative in its first two years of operations, but has become positive in FY 2016, and grew significantly in FY 2017.

(\$ in 000s)	Floor	Target	2014	2015	2016	2017
Net Asset Position	<0	N/A	(\$42)	(\$2)	\$161	\$1,243
Primary Reserve Ratio	<0	>25%	(3%)	0%	4%	22%

The final measures of economic viability are trends in enrollment and revenues. Enrollment trends provide information about the school’s ability to attract students and receive DC and federal funds for operations. Stable or growing enrollment and revenue indicates that the school is likely to remain financially stable, barring any extraordinary circumstances. Declining enrollment, however, may be cause for concern.

Community College Prep PCS experienced growth in enrollment from FY 2014 through FY 2018. It appears likely that the school will be able to attract students and continue to serve the community.

Enrollment over Time					
	2014	2015	2016	2017	2018
Enrollment	167	273	359	476	600
Growth in Enrollment	N/A	63%	32%	27%	26%
Growth in Revenues	N/A	91%	45%	58%	N/A

³⁸EBDA is the change in net assets plus depreciation and amortization.

Attachment A



Community College Preparatory Academy PCS

2405 Martin Luther King Jr. Ave SE
Washington, DC 20020

202- 610- 5780
www.ccprep-academy.org

TIER

- 1 High Performing
- 2 Mid Performing
- ▶ 3 **Low Performing**

School Profile (2015-16)

Board Chair

Monica Ray

Executive Director & Head of School

C. Vanessa (Connie) Spinner

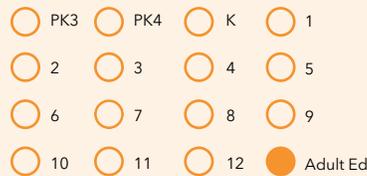
First School Year

2013-14

Grades Served

Serves ages 18 and older.

● Current Grades ● Future Grades



Adult Education Tier Explanations

- 1 **High Performing**
(At least 65.0% in all indicators)
- 2 **Mid Performing**
(At least 35.0% in all indicators)
- 3 **Low Performing**
(34.9% or below in any indicators)

For schools serving adult populations, DC PCSB has implemented the **Adult Education Performance Management Framework (PMF)** to assess school-wide academic performance. Schools are rated by tiers:
Tier 1 schools meet standards of high performance
Tier 2 schools fall short of high performance standards but meet minimum overall performance standards
Tier 3 schools fall significantly short of high performance in one or more indicators, showing inadequate performance

Student Demographics (2014-15)

Total Enrollment
273



Asian	0.0%
Black Non-Hispanic	99.3%
Hispanic / Latino	0.0%
Native American / Alaska Native	0.0%
Pacific Islander / Native Hawaiian	0.0%
White Non-Hispanic	0.7%
Multiracial	0.0%

English Language Learner
9.8%*

Special Education
8.8%*

*Includes only students under the age of 22, per state funding requirements

A Note from the School

Community College Preparatory Academy PCS aggressively seeks to meet the challenge of providing the education and skills development for under-credited adults (ages 18 and older). Our goal is to empower and prepare adult students for postsecondary education success, viable employment, and lifelong learning in the District of Columbia's knowledge-based economy. In addition to the allocation of staffing in the areas of academic counseling that supports a student-to-counselor ratio of 50 to 1, we have created a Case Management Unit that focuses on identifying and connecting to a broad range of public and private social service supports. We have developed formal partnerships with more than 150 agencies and organizations to assist and encourage students with problem solving and crisis avoidance. We have also developed and implemented workshops in critical thinking and time management to support our students in developing new habits that foster their progress.

Community College Preparatory Academy PCS

2015 School Performance Report

(2014–15)

Adult Education



Weighted Score

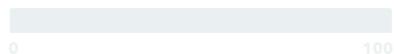
Student Progress: Improvement of One or More Levels

33.4%

Adult Basic Education (ABE) Performance

Weighted ABE Score 33.4%

ABE Level 1
n<10*



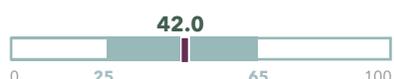
ABE Level 2
26 students



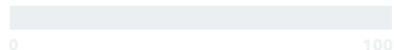
ABE Level 3
88 students



ABE Level 4
50 students



ABE Level 5
n<10*



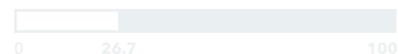
*Levels with results less than 10 students are not displayed but still included in the final score.

**ESL Level 6 is displayed but not included in the overall score.

English as a Second Language (ESL) Performance

Weighted ESL Score N/A

ESL Level 1
N/A



ESL Level 2
N/A



ESL Level 3
N/A



ESL Level 4
N/A



ESL Level 5
N/A



ESL Level 6**
N/A



Student Achievement: GED or NEDP Attainment **

N/A

Obtained Secondary Credential

Fewer than ten students attempted a secondary diploma



College and Career Readiness: Employment and Postsecondary Outcomes

8.1%

Entered Employment or Entered Postsecondary

106 students responded to the survey, Survey Response Rate: 52.2%***



Retained Employment or Entered Postsecondary

Fewer than ten students responded to the survey, Survey Response Rate: 11.8%***

Response Rate Not Met

Entered Postsecondary (Prior Program Year)

N/A



Leading Indicators: Predictors of Future Student Progress and Achievement

94.3%

Attendance



Retention

Percent of students who are enrolled at the school who took both an academic pre-test and post-test



TIER 3

Community College Preparatory Academy PCS

2015 School Performance Report

(2014–15)

Adult Education



Mission Specific Goals: Progress on programming unique to the school's mission

Certification

Percent of exiting students enrolled in A+ course for 120+ hours or more earning an A+ certificate



Certification

Percent of exiting students enrolled in Microsoft Office Suite (MOS) Word course for 75+ hours or more earning a MOS Word certificate



Certification

Percent of exiting students enrolled in Microsoft Office Suite (MOS) Excel/Access course for 120+ hours or more earning a MOS Excel/Access certificate



**General Education Development (GED) or National External Diploma Program (NEDP).

***Percent of students successfully contacted via Career and College Readiness Surveys by the school.

For a more detailed explanation of the indicators, see our technical guide.



Community College Preparatory Academy PCS

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202-610-5780
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	TIER
2016	1
2015	3

School Profile (2016–17)

Board Chair

Monica Ray

Executive Director

C. Vanessa (Connie) Spinner

Programs Offered

- Day and Evening classes
- ACCUPLACER Prep
- Dual Enrollment
- Microsoft Office Suite
- Help Desk Certification Training
- Automotive Tech

Ages Served

Serves ages 18 and older

First School Year

2013-14

Diplomas Offered

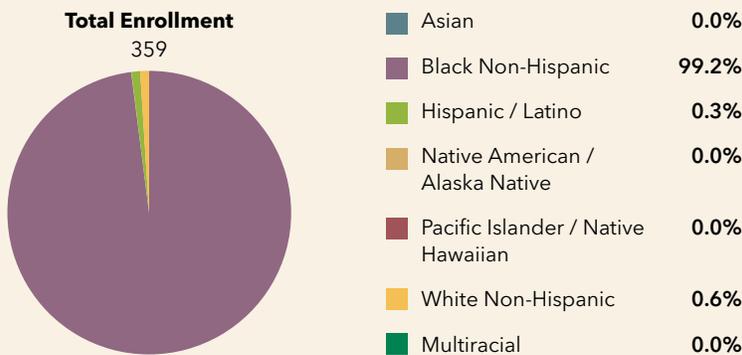
- English GED

Adult Education Tier Explanations

- 1 High Performing**
(At least 65.0% in all categories)
- 2 Mid Performing**
(At least 35.0% in all categories)
- 3 Low Performing**
(34.9% or below in any categories)

For schools serving adult populations, DC PCSB uses the **Adult Education Performance Management Framework (PMF)** to assess school-wide academic performance. Schools are rated by tiers: **Tier 1** schools meet standards of high performance **Tier 2** schools fall short of high performance standards but meet minimum overall performance standards **Tier 3** schools fall significantly short of high performance in one or more category, showing inadequate performance.

Student Demographics (2015–16)



A Note from the School

Community College Preparatory Academy PCS aggressively seeks to meet the challenge of providing the education and skills development for under-credited adults (ages 18 and older). Our goal is to empower and prepare adult students for post-secondary education success, viable employment, and lifelong learning in the District of Columbia’s knowledge-based economy. In addition to the allocation of staffing in the areas of academic counseling that supports a student-to-counselor ratio of 50 to 1, we have created a Case Management Unit that focuses on identifying and connecting to a broad range of public and private social service supports. We have developed formal partnerships with more than 150 agencies and organizations to assist and encourage students with problem solving and crisis avoidance. We have also developed and implemented workshops in critical thinking and time management to support our students in developing new habits that foster their progress.

Community College Preparatory Academy PCS

2016 School Quality Report

(2015–16)

Adult Education



Weighted Score

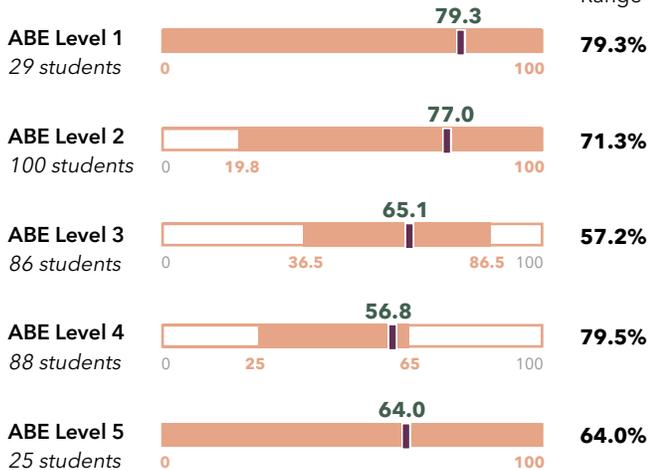
Student Progress: Improvement of One or More NRS* Levels

70.0%

Adult Basic Education (ABE) Performance

Weighted ABE Score: 70.0%

Percent of Range



English as a Second Language (ESL) Performance

Weighted ESL Score: N/A

Percent of Range



* National Reporting System

† Levels with results less than 10 students are not displayed but still included in the final score.

Student Achievement: GED or NEDP Attainment **

100.0%

Obtained Secondary Credential

16 students attempted a secondary diploma



College and Career Readiness: Employment and Postsecondary Outcomes

100.0%

Entered Employment or Entered Postsecondary

86 students responded to the survey, Survey Response Rate: 93.5%†



Retained Employment or Entered Postsecondary

93 students responded to the survey, Survey Response Rate: 100.0%†



Entered Postsecondary (Prior Program Year)

N/A

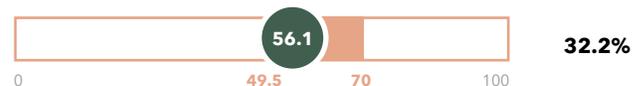


Leading Indicators: Predictors of Future Student Progress and Achievement

66.1%

Attendance

In-seat attendance



Retention

Percent of students who were enrolled at the school who took both an academic pre-test and post-test



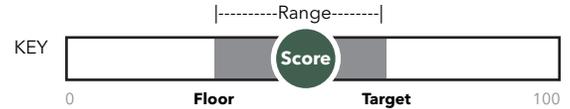
TIER 1

Community College Preparatory Academy PCS

2016 School Quality Report

(2015–16)

Adult Education



Mission Specific Goals: Progress on programming unique to the school's mission

National Retail Federation Customer Service Certification

Percentage of students enrolled in the Customer Service Certification program who earn the National Retail Federation Customer Service Certification



HVAC Certification

Percentage of students enrolled in the HVAC certification program who earn the HVAC certification (Type I, Type II and Type III)



CompTIA Certification

Percentage of students enrolled in the CompTIA Security + program who earn the Security + certification



CompTIA Certification

Percentage of students enrolled in the CompTIA Network + program who earn the Network + certification



**General Education Development (GED) or National External Diploma Program (NEDP).

‡ Percent of students successfully contacted via Career and College Readiness Surveys by the school.

N/A* Results with less than 10 students are not displayed



Community College Preparatory Academy PCS

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School Profile (2017–18)

Board Chair

Monica Ray

Executive Director

C. Vanessa (Connie) Spinner

Programs Offered

- Day and evening classes
- ACCUPLACER Prep
- Dual Enrollment
- Microsoft Office Suite
- Help Desk Certification Training

Ages Served

Serves ages 18 and older

First School Year

2013-14

Diplomas Offered

- English GED

Adult Education Tier Explanations

- 1 High Performing**
- 2 Mid Performing**
- 3 Low Performing**

For schools serving adult populations, DC PCSB uses the **Adult Education Performance Management Framework (PMF)** to assess school-wide academic performance.

Schools are rated by tiers:

Tier 1 schools meet at least 65.0% in all categories.

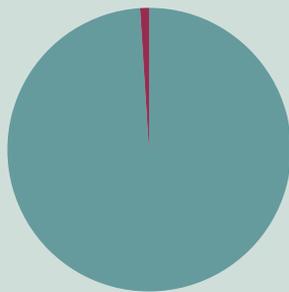
Tier 2 schools meet at least 35.0% on 3 out of 4 categories and not less than 20.0% on the fourth category.

Tier 3 schools do not meet 35.0% in more than one category and less than 20.0% in one.

Student Demographics (2016–17)

Total Enrollment

476



Asian	0.0%
Black Non-Hispanic	98.7%
Hispanic / Latino	0.6%
Native American / Alaska Native	0.0%
Pacific Islander / Native Hawaiian	0.0%
White Non-Hispanic	0.0%
Multiracial	0.0%

A Note from the School

Community College Preparatory Academy PCS aggressively seeks to meet the challenge of providing education and skills development for under-credited adults (ages 18 and older). Our goal is to empower and prepare adult students for postsecondary education success, viable employment, and lifelong learning in the District of Columbia's knowledge-based economy. In addition to staffing that supports a student-to-counselor ratio of 50 to 1, we have created a Case Management Unit that focuses on identifying and connecting to a broad range of public and private social service supports. We have developed formal partnerships with more than 150 agencies and organizations to assist and encourage students with problem solving and crisis avoidance. We have also developed and implemented workshops in critical thinking and time management to support our students in developing new habits that foster their progress.

Community College Preparatory Academy PCS

2017 School Quality Report

(2016–17)

Adult Education



Weighted Score

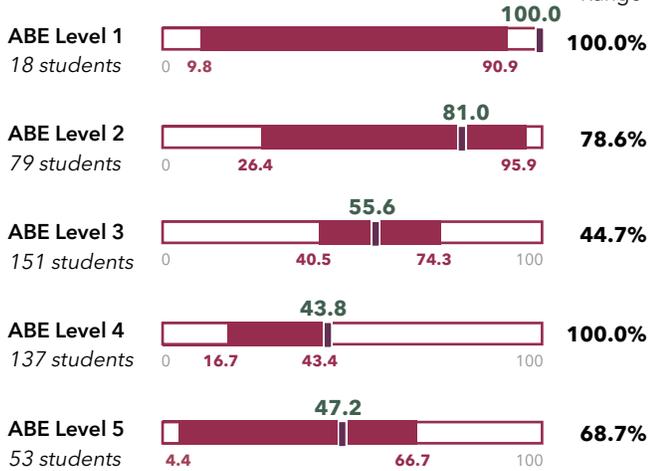
Student Progress: Improvement of One or More National Reporting System (NRS) Levels

72.3%

Adult Basic Education (ABE) Performance

Weighted ABE Score: 73.3%

Percent of Range



English as a Second Language (ESL) Performance

Weighted ESL Score:

Percent of Range

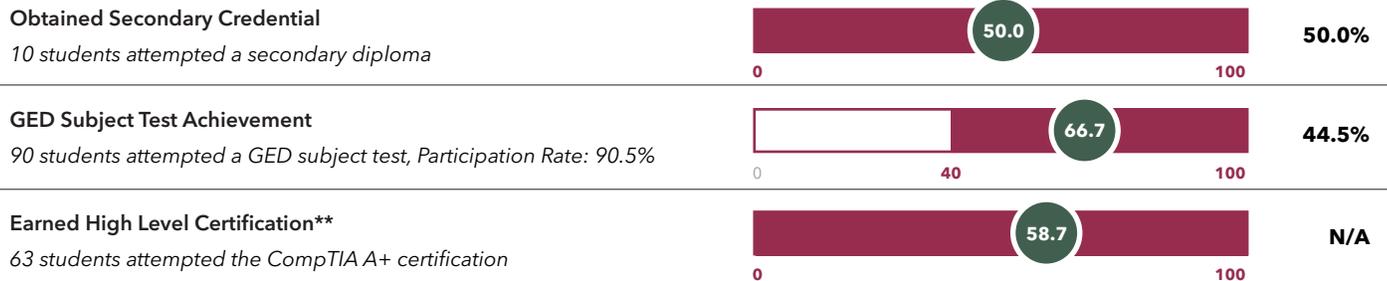


† Levels with results less than 10 students are not displayed but are still included in the final score.

78.2% percent of eligible ABE students were pre- and post-tested

Student Achievement: GED or NEDP Attainment *

45.6%



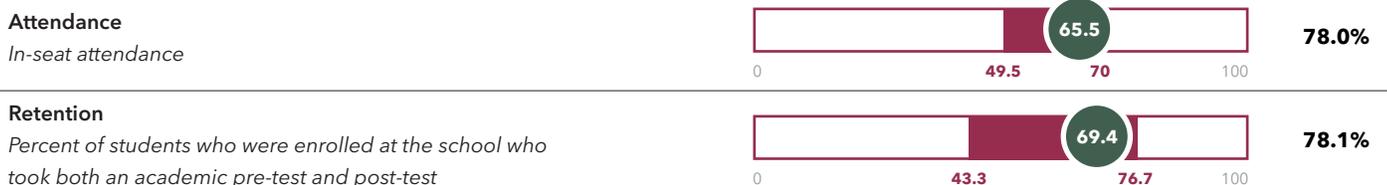
College and Career Readiness: Employment and Postsecondary Outcomes[†]

96.3%



Leading Indicators: Predictors of Future Student Progress and Achievement

80.2%



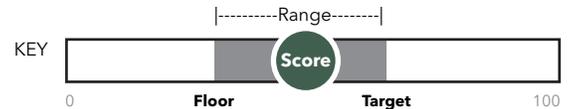
TIER 2

Community College Preparatory Academy PCS

2017 School Quality Report

(2016–17)

Adult Education



Mission Specific Goals: Progress on programming unique to the school's mission

Certification

Percentage of students enrolled in the HVAC certification program who earn the HVAC certification (Type I, Type II and Type III)



Certification

Percent of exiting students enrolled in Microsoft Office Suite (MOS) Word course for 75+ hours or more earning a MOS Word certificate



Certification

Percentage of exiting students enrolled in A+ course for 120+ hours who earn an A+ certification



* General Educational Development (GED) or National External Diploma Program (NEDP).

** A high level certification is an industry-recognized career and technical education (CTE) certification that includes rigorous assessments and requirements and leads to higher wages in a high-demand field. This measure is displayed only for 2016-17.

† 51.7 percent of exiting students are estimated to be out of the labor force and therefore not included in College and Career Readiness measures or response rates.

‡ Percent of students successfully contacted via Career and College Readiness Surveys by the school.

Community College Prep PCS Review Report

Appendix

- A. Charter Agreement
- B. Qualitative Site Review
- C. Compliance Reports

Appendix A

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

AND

COMMUNITY COLLEGE PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL

TABLE OF CONTENTS

	Page
SECTION 1. ESTABLISHMENT OF SCHOOL	1
1.1 Charter	1
1.2 Effective Date and Term	2
SECTION 2. EDUCATIONAL PROGRAM.....	2
2.1 Mission Statement	2
2.2 Age-Grade	2
2.3 Academic Achievement and Goals	3
2.4 Curriculum.....	4
2.5 Students with Disabilities.....	4
SECTION 3. ADMINISTRATION AND OPERATION	4
3.1 Location.....	4
3.2 Enrollment	5
3.3 Disciplinary Policies.....	5
3.4 Complaint Resolution Process.....	6
3.5 Operational Control	6
3.6 Accreditation	7
3.7 Nonsectarian.....	7
SECTION 4. GOVERNANCE	7
4.1 Organization	7
4.2 Corporate Purpose	7
4.3 Governance.....	7
4.4 Composition	7
4.5 Authority	7
SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING.....	7
5.1 Financial Management	7
5.2 Tuition and Fees	8
5.3 Costs	8
5.4 Contracts.....	8
5.5 Insurance	9
5.6 Tax-Exempt Status	9

TABLE OF CONTENTS
(continued)

	Page
5.7 Enrollment and Attendance Records	9
5.8 Board of Trustee Meeting Minutes	9
SECTION 6. PERSONNEL	9
6.1 Relationship	9
6.2 Hiring	9
SECTION 7. REPORTING REQUIREMENTS	10
7.1 Annual Reports	10
7.2 Audited Financial Statements	10
7.3 Interim Financial Reports	10
7.4 Budget	10
7.5 Enrollment Census	11
7.6 Attendance Data	11
7.7 Key Personnel Changes	11
7.8 Authorizations	11
7.9 Events of Default	11
7.10 Litigation	11
7.11 Certificates of Insurance	12
7.12 Reports Required by the Act	12
SECTION 8. COMPLIANCE	12
8.1 Compliance With Applicable Laws	12
8.2 Waiver of Application of Duplicate and Conflicting Provisions	12
8.3 Exemption From Provisions Applicable to D.C. Public Schools	12
8.4 Cooperation	12
8.5 Access	12
8.6 Notice of Concern	13
8.7 Administrative Fee	13
SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION	13
9.1 Charter Renewal	13
9.2 Charter Revocation	13
9.3 Termination	14

TABLE OF CONTENTS
(continued)

	Page
9.4 Probation and Corrective Action	14
9.5 Mandatory Dissolution	14
SECTION 10. OTHER PROVISIONS	14
10.1 Applicable Law	14
10.2 Failure or Indulgence Not Waiver; Remedies Cumulative	14
10.3 Counterparts and Electronic Signature or Signature by Facsimile.....	15
10.4 Entire Agreement; Amendments	15
10.5 Severability.....	15
10.6 Assignment.....	15
10.7 No Third Party Beneficiary	15
10.8 Waiver	15
10.9 Construction	15
10.10 Dispute Resolution	15
10.11 Notices.....	16

TABLE OF DEFINITIONS

Definition	Page
Academic Year	2
Act	1
Agreement	1
Annual Report	9
Authorizations	10
Board of Trustees	1
Budget	9
Charter	1
Corrective Plan	13
GAAP	7
Interim Period	9
Notice of Concern	13
OSSE	4
PCSB	1
Person	15
Petition	1
PMF	2
Proceedings	11
School	1
School Corporation	1
School Management Contract	7
School Property	4

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 COMMUNITY COLLEGE 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: The mission of the Community College Preparatory Academy is to provide the education and skills development that will empower and prepare under-credited adults for postsecondary education success, viable employment and lifelong learning.

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 ages 18 and older. 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 adult education Performance Management Framework developed by PCSB (“**PMF**”). 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). 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 the five years, the PCSB Board may determine it to have met its goals and student 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 2405 Martin Luther King Avenue, SE, Washington, D.C. 20020 (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 150 students in the first Academic Year and no more than 600 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

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

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

7.3 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.

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

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

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

7.7 Key Personnel Changes. 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.

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

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

7.10 Litigation. The School Corporation shall promptly report to PCSB the institution of any material action, arbitration, government investigation, or other proceeding against the

School Corporation or any property thereof (collectively “**Proceedings**”) and shall keep PCSB apprised of any material developments in such Proceedings. No later than February 14 and August 14 of each Academic Year, the School Corporation shall provide PCSB a schedule of all Proceedings involving any alleged liability or claim or, if there has been no change since the last report, a statement to that effect.

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

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

SECTION 8. COMPLIANCE

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

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

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

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

8.5 Access. Upon reasonable notice, the School Corporation shall grant to PCSB, its officers, employees, or agents, access to the School’s property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees,

or agents, including allowing site visits as PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with §38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School.

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

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

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 Charter Renewal. The School Corporation may seek to renew its authority to operate 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 30, 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 herewith may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

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

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

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

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

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

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

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

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

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

If to PCSB:

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

If to the School Corporation:

2405 Martin Luther King Avenue, SE
Washington, D.C. 20020
Attention: Connie Spinner, Executive Director
Email: connie@ccprepacademy.com
Telephone: () ____ - ____

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.

**COMMUNITY COLLEGE
PREPARATORY PUBLIC CHARTER
SCHOOL**



By:

Title: CHAIR, BOARD OF TRUSTEES

Date:

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**



By:

Title:

Date:

SCHEDULE I

Maximum Enrollment

Grade	Academic Year 2014	Academic Year 2015	Academic Year 2016	Academic Year 2017	Academic Year 2018
Cohort 1	150	38			
Cohort 2		200	50		
Cohort 3			300	75	
Cohort 4				400	100
Cohort 5					500
Total	150	238	350	475	600

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 A

c. Corporate Structure and Nonprofit Status of the School

The Community College of the District of Columbia Preparatory Academy Public Charter School is fully incorporated at this time. The founding Trustees have begun the process to secure status as a 501 (c) 3 nonprofit organization upon conditional charter approval and are fully aware that the school cannot begin without nonprofit status. This effort will be spearheaded by the proposed Board finance and legal chairs.

The CC Prep approved bylaws are included with the Required Documents (Tab I). Governance and Management will proceed as outlined.

a. Board of Trustees

Board members for the Community College Preparatory Academy will be elected in accordance with the final bylaws that will establish terms. The full board will be comprised of at least one student (elected annually), at least two individuals with finance backgrounds (one of whom will serve as chair of the finance committee and the other who will lead our fundraising efforts), one person who will provide legal expertise (who will chair the ad hoc legal/grievance committee), four educators (one of whom will chair the education committee), and a community leader.

When the transition to a governing board is complete, the CC Prep founders will set the strategic direction for the school; adopt bylaws to establish guidelines for board policies and procedures; and effective school monitoring. Community College Preparatory Academy board members will receive training to ensure that members have full understanding of their fiduciary role to ensure the academic and fiscal viability of the school. Additionally, they will receive non-profit board training and a schedule of Board development activities will be established and monitored for compliance.

b. Rules and Policies

- The Board is responsible for ensuring the academic program of the CC Preparatory Academy is successful, that the school's program and operation are faithful to the terms of the charter, and that the school is a viable organization.
- The Board is to keep the school true to the mission and purpose and to continually assess the program activities to ensure that the organization is not drifting from its original purposes. A complete Board Manual will be developed during the planning year by an ad hoc Board subcommittee. The first draft of this document will be completed by August 2012. Annual goals and board member expectations also will be included.
- Among the rules and policies to be included in the Board Manual are: the management of legal documents; and the development of effective organizational planning that includes measurable goals consistent with the charter. The Manual also will define board structure; Trustee tenure, qualifications and responsibilities (including nominating and appointment processes, length and number of terms); conflict of interest policy; and the process to encourage students and their support designee participation. In addition, the Manual will outline processes to ensure the school has adequate resources; describe ways in which to enhance the school's public standing and ensure legal and ethical integrity; and define the relationship between the Trustees and school leadership. Lastly, the Board will provide guidance where needed or as mandated by the District of Columbia or federal law.

c. Administrative Structure

Governance of the Community College Preparatory Academy will be the sole responsibility of the Trustees. The Executive Director will be responsible for the day-to-day management of the school,

and will be supported in part by the Finance Manager and three Site Directors. Together, this leadership team will be held accountable for the attainment of school-wide goals, and meeting or exceeding specified performance measures.

Students will play a major role in fulfilling CC Prep core value to provide students with frequent opportunities for socialization, networking, and skills acquisition. The student body will help create the school's social calendar, so students will be asked to submit "suggested activities" to their Student Support Specialist. Every member of the school will be able to provide input. A school social calendar will be created based on these suggestions. All social interactions, and postsecondary education and employment training, site visits and similar opportunities will include a learning component so that the concept of "learning never stops" is ingrained in the school's culture.

d. School Management Contracts

The Community College Preparatory Academy founding Board of Trustees is not considering entering into a contract with a school management firm.

The school will be affiliated with the University of the District of Columbia Community College (UDCCC). Loosely defined, the partnership between CC Prep and UDCCC will involve:

- Cooperation and collaboration regarding student recruitment and transfer
- Cooperation and collaboration regarding certification coursework and testing
- Technical assistance and support with curriculum between both entities

Summary of UDCCC History

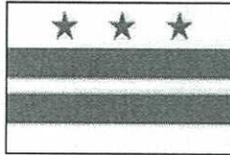
The University of the District of Community College (UDCCC) began its inaugural year in the fall of 2009 with a mission to expand educational opportunities for residents of the District of Columbia. UDCCC offers 23 Associate degree programs and more than 20 workforce development programs, yet provides an affordable education, at just \$100 per credit. Originally located on the main UDC campus during its first year, UDCCC moved to separate sites in the fall 2010, the Backus campus in Ward 5 and the main campus at 801 North Capitol Street, N.E.

As a part of defining the Community College, UDCCC also assumed responsibility for the Workforce Development Program at the University and expanded its efforts to include postsecondary career and technical education and Continuing Education programs. The new division, ultimately entitled Workforce Development Lifelong Learning (WDLL), provides services across a continuum that includes adult education, vocational, technical, career development and a range of enrichment opportunities. Workforce sites in Ward 7 at Fletcher-Johnson and Ward 8 at the PR Harris Education Center, along with the new Community College campus at Backus, created a strong presence in the Ward 5, 7 and 8 communities. The Fletcher-Johnson workforce program has since relocated to the Shadd School building, also in Ward 7.

Over the next five years, plans for the Community College call for expanded programmatic offerings, separation of all services from the University of the District of Columbia, and goals to become a leading, cutting-edge institution that meets the needs of 21st century students. Signifying its commitment to continuous institutional improvement and student success, UDCCC has joined Achieving the Dream: Community Colleges Count. As part of this nationwide initiative, UDCCC will identify new strategies to increase student success, close achievement gaps, and improve retention, persistence, and completion rates. The Community College brief history and noble goals provide an excellent context for the proposed Community College Preparatory Academy.

ATTACHMENT B

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



CERTIFICATE

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 REINSTATEMENT** is hereby issued to:

COMMUNITY COLLEGE PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL

Effective Date: 10/16/2013

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 10/16/2013 9:46 AM

Business and Professional Licensing Administration

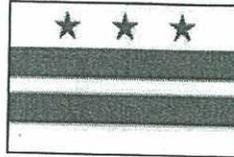


PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: plQg3hFB

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



CERTIFICATE

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:

COMMUNITY COLLEGE PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL

Effective Date: 10/16/2013

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 10/16/2013 9:28 AM



Business and Professional Licensing Administration



PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: Ju7wfbuT



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
 District of Columbia Government
 Corporations Division

Articles of Amendment of Domestic Nonprofit Corporation
 Form DNP-2, Version 2, January 2012.

This form will allow for a domestic nonprofit corporation to amend its information reflected under original articles of incorporation or its amendments.

ENTITY TYPE	FILING FEE
Domestic Nonprofit Corporation	Refer to Corporate Fee Schedule posted online.

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the domestic filing entity listed below hereby applies for a Certificate of Amendment and for that purpose submits the statement below.

1. Corporation Name: *Community College Preparatory Academy Public Charter School*

2. The text of each amendment adopted: (may attach the statement)

Article 4. CC Prep is organized for the establishment and operation of a charter school.

DCRA Corp. Div.

OCT 16 2013
 FILE COPY [Redacted]

3. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment (may attach the statement)

4. The date of each amendment's adoption: *Oct. 16, 2013*

5. Amendment has been adopted in the following manner. (select A or B)

(A) The amendment was adopted by the incorporators or by the board of directors or designated body, as the case may be, and that member approval was not required;

(B) the amendment was duly approved by the members in the manner required by this chapter and by the articles of incorporation and bylaws.

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

6. Name of the Governor or Authorized Person: *Lisby May, President*

6A. Signature of the Governor or Authorized Person: [Redacted]

Mail all forms and required payment to:
 Department of Consumer and Regulatory Affairs
 Corporations Division
 PO Box 92300
 Washington, DC 20090
 Phone: (202) 442-4400

Corporate Online Services Information: *FILE COPY*
 Many corporate filings are available by using CorpOnline Service.
 Go to CorpOnline site at <https://corp.dcr.dcgov>, create the profile, access the online services mainpage and proceed. Online filers must pay by using the credit card.

Please visit dcr.dcgov 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."

**Restated Articles of Incorporation
For the
Community College Preparatory Academy
Public Charter School**

FIRST: The name of the corporation is the Community College Preparatory Academy Public Charter School.

SECOND: The period of duration is perpetual.

THIRD: The purposes for which the corporation is formed are as follows:

- (a) This corporation is organized exclusively for charitable and/or education purposes, which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States Revenue Law, and more specifically, to receive and administer funds for such charitable and educational purposes, and to that end to take and hold, by bequest, devise, gift, purchase, or lease, either absolutely or in trust for such objects and purposes of any of them, any property, real, personal or mixed, without limitation as to the amount of value, except such limitations, if any, as may be imposed by law; to sell convey, and dispose of any such property and to invest and reinvest the principal thereof, and to deal with and expend the income therefrom for any of the before mentioned purposes, without limitation.
- (b) The business activity for said organization is as follows: to provide the education and skills development that will empower and prepare under credited adult residents of the District of Columbia for post secondary success, viable employment and lifelong learning.
- (c) The Corporation shall comply with the laws, rules and regulations set forth in and promulgated pursuant to the Act and the Code, which are applicable to organizations described in section 501(c)(3), to which contributions are deductible under Section 170 (c) (2) thereof.
- (d) No part of the net earnings of the organization shall inure to the benefit of or be distributable to its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.
- (e) No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation shall be empowered to make the election authorized under Section 501(h) of the Code. The Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any electoral campaign in support of or opposition to any candidate for public office.

FOURTH: The Corporation shall issue no capital stock

FIFTH: The Corporation shall have no members as that term is defined in the Act but the Corporation shall be permitted to designate individuals or entities as members for Purposes other than specified in the Act.

SIXTH: Except for the initial Board of Directors, whose names are set forth in these Articles Of Incorporation, the size and manner of appointment or election of the Corporation's Board of Directors shall be set forth in the Bylaws.

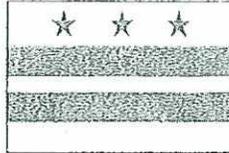
SEVENTH: The provisions for the regulation of the internal affairs of the Corporation, Including provision for the distribution of assets on dissolution or final Liquidation shall be as set forth in the Bylaws.

EIGHTH: At all times and notwithstanding any change in name or any event of merger, Consolidation, reorganization or dissolution:

- A. The Corporation shall not possess or exercise any power or authority, either expressly, by interpretation, or by operation of law, that will prevent it at any time from qualifying and continuing to qualify as a corporation described in Section 501 (c) 3 of the Code nor shall it engage directly or indirectly in any activity that would cause the loss of such qualification.
- B. The Corporation shall not be operated for the primary purpose of carrying on a trade or business for profit.
- C. No compensation, loan or other payment shall be made to any officer, director, incorporator or member of the Corporation or substantial contributor to the Corporation except as reasonable compensation for services rendered and/ or as a reasonable allowance for authorized expenditures incurred on behalf of the Corporation.
- D. No part of the assets or current or accumulated net earnings of the Corporation shall be distributed to or divided among its members, directors, officers or other private persons, or shall inure to, be used for, or accrue to or for benefit of any such individual.

NINTH: Upon the termination, dissolution or winding up of the Corporation in any manner or for any reason, its assets, if any remaining after payment (or provision for payment) of all liabilities of the Corporation shall be distributed to and only to one or more organizations as determined by the Board of Directors provided that such organizations are qualified for exemption from federal income taxation under Section 501(C) (3) of the Code and organized and operated exclusively for charitable, educational, literary or scientific purposes and in accordance with 38-1802.02-13a of the School Reform Act of 1995, as amended.

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:

COMMUNITY COLLEGE PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL

Effective Date: 6/24/2013

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 6/24/2013 1:50 PM

Business and Professional Licensing Administration



PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: jMTXWDeQ



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
 District of Columbia Government
 Corporations Division

Articles of Amendment of Domestic Nonprofit Corporation
 Form DNP-2, Version 2, January 2012.

This form will allow for a domestic nonprofit corporation to amend its information reflected under original articles of incorporation or its amendments.

ENTITY TYPE	FILING FEE
Domestic Nonprofit Corporation	Refer to Corporate Fee Schedule posted online.

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the domestic filing entity listed below hereby applies for a Certificate of Amendment and for that purpose submits the statement below.

1. Corporation Name. *Community College Preparatory Academy Public Charter School*

2. The text of each amendment adopted. (may attach the statement)
Article 4. CC Prep is organized for the establishment and operation of a charter school.

3. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment. (may attach the statement)

4. The date of each amendment's adoption. *June 21, 2013*

5. Amendment has been adopted in the following manner. (select A or B)

(A) The amendment was adopted by the incorporators or by the board of directors or designated body, as the case may be, and that member approval was not required;

(B) the amendment was duly approved by the members in the manner required by this chapter and by the articles of incorporation and bylaws.

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

6. Name of the Governor or Authorized Person.
Lakshy May, President

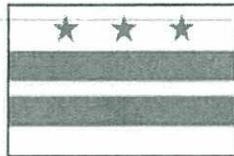
6A. Signature of the Governor or Authorized Person, *[Signature]*
 JUN 21 2013

Mail all forms and required payment to:
 Department of Consumer and Regulatory Affairs
 Corporations Division
 PO Box 92300
 Washington, DC 20090
 Phone: (202) 442-4400

Corporate Online Services Information:
 Many corporate filings are available by using CorpOnline Service.
 Go to CorpOnline site at <https://corp.dcre.dc.gov>; create the profile,
 access the online services main page and proceed. Online filers must pay by
 using the credit card.

Please check dcre.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."

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



CERTIFICATE

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 INCORPORATION** is hereby issued to:

COMMUNITY COLLEGE PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL

Effective Date: 7/23/2012

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 7/23/2012 9:32 AM

Business and Professional Licensing Administration



PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: C2zEcSrM



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
District of Columbia Government

Corporations Division

Articles of Incorporation of Domestic Nonprofit Corporation

Form DNP-1, Version 3, January 2012.

One or more persons acting as the incorporator or incorporators under the provisions of the Title 29 of D.C. Code (Business Organizations Act) adopt the following Articles of Incorporation:

1. Corporation Name.

Community College Preparatory Academy Public Charter School

2. The corporation will have members.

Yes

No

3. Registered Agent's name and address in the District Columbia.

United States Corporation Agents, Inc., 700 12th Street NW, Suite 700, Washington, DC 20005

4. The corporation is incorporated as a nonprofit corporation under D.C. Code Title 29 Chapter 4.

5. Miscellaneous Provisions. (may attach the statement)

The first Board of Directors shall consist of 5 members whose names and addresses are as follows. These directors shall serve until their successors are elected and qualified.

Laruby May - 3216 11th Place SE, Washington, DC 20032
Monica Ray - 220 Wayne Place SE #102, Washington, DC 20032
Connie Spinner - 1416 35th Street SE, Washington, DC 20020
Richard Tagle - 1621 T Street NW PH-6, Washington, DC 20009
Jacqueline Jackson - 3201 Norbeck Road, Silver Springs, MD 20906

Please see attached

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

6. Incorporators Name & Address.

Karla Figueroa, LegalZoom.com, Inc.
101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

6A. Incorporators Signature and Date.

7/6/2012

7. Incorporators Name & Address.

7A. Incorporators Signature and Date.

Mail all forms and required payment to:

Department of Consumer and Regulatory Affairs
Corporations Division
PO Box 92300
Washington, DC 20090
Phone: (202) 442-4400

Corporate Online Services Information:

Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dcr.dcgov>, create the profile, access the online services main page and proceed. Online filers must pay by using the credit card.

Please check dcr.dcgov 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."

Attachment to
Articles of Incorporation of
Community College Preparatory Academy Public Charter School

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: to provide the education and skills development that will empower and prepare under-credited adults for post-secondary education success, viable employment, and lifelong learning.

No part of the net earnings of this organization shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the organization 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 the purpose clause hereof. No substantial part of the activities of this organization shall be the carrying on propaganda, or otherwise attempting to influence legislation, and this organization shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, 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.

Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the organization 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.

**COMMUNITY COLLEGE PREPARATORY
ACADEMY**

BY-LAWS

(Revised) June, 2013

TABLE OF CONTENTS

Page

ARTICLE I

ORGANIZATION AND PURPOSE.....	1
1.1 NAME.....	1
1.2 LEGAL ORGANIZATION.....	1
1.3 MEMBERS.....	1
1.4 GENERAL PURPOSES.....	1
1.5 MISSION.....	1

ARTICLE II

OFFICES.....	2
2.1 PRINCIPAL PLACE OF BUSINESS.....	2
2.2 REGISTERED OFFICE AND AGENT.....	2

ARTICLE III

BOARD OF TRUSTEES.....	2
3.1 POWERS.....	2
3.2 NUMBER.....	2
3.3 ELECTION.....	3
3.4 TERM OF OFFICE.....	3
3.5 REMOVAL OF TRUSTEES.....	4
3.6 RESIGNATION.....	4
3.7 COMPENSATION.....	4

ARTICLE IV

MEETINGS OF THE BOARD OF TRUSTEES.....	4
4.1 PLACE.....	4
4.2 MEETINGS.....	4
4.3 NOTICE OF MEETINGS.....	4
4.4 MINUTES.....	5
4.5 ADJOURNMENT.....	5

ARTICLE V

ACTIONS OF THE BOARD.....	5
5.1 QUORUM.....	5
5.2 VOTING.....	5
5.3 EXECUTIVE SESSION.....	5
5.4 COMMITTEES.....	6
5.5 TRUSTEE RESPONSIBILITIES.....	8

ARTICLE VI

ADVISORY COUNCIL8
6.1 COMPOSITION AND PURPOSE8

ARTICLE VII

OFFICERS9
7.1 OFFICERS9
7.2 ELECTION AND TERM10
7.3 RESIGNATION AND REMOVAL10
7.4 COMPENSATION10
7.5 EMPLOYEES AND OTHER AGENTS10

ARTICLE VIII

LIMITS OF LIABILITY AND INDEMNIFICATION10
8.1 NON-LIABILITY10
8.2 INDEMNIFICATION10

ARTICLE IX

CONFLICT OF INTEREST POLICY10
9.1 PURPOSE10
9.2 DEFINITIONS10
9.3 PROCEDURES11
9.4 RECORDS OF PROCEEDINGS12
9.5 COMPENSATION12
9.6 ANNUAL STATEMENTS13
9.7 PERIODIC REVIEWS13
9.8 USE OF OUTSIDE EXPERTS14

ARTICLE X

OTHER PROVISIONS14
10.1 FISCAL YEAR14
10.2 EXECUTION OF INSTRUMENTS14
10.3 CHECKS AND NOTES14
10.4 CONSTRUCTION AND INTERPRETATION14
10.4.3 DISSOLUTION
10.5 AMENDMENT167

COMMUNITY COLLEGE PREPARATORY ACADEMY

DRAFT BY LAWS

ARTICLE I ORGANIZATION AND PURPOSE

1.1 NAME. The name of the corporation is Community College Preparatory Academy (the “Corporation”).

1.2 LEGAL ORGANIZATION. The organization was organized exclusively for the charitable and educational purposes within the meaning of the 501(c)(3) of the Internal Revenue Code of 1986. The organization is incorporated as a nonprofit corporation under Title 29 Chapter 4.

1.3 MEMBERS. The Corporation shall have no members.

1.4 GENERAL PURPOSES. The Corporation is organized and will be operated exclusively to carry out educational and charitable purposes, within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, as now in effect or as may be amended hereafter (“Section 501 (c)(3)”), including, but not limited to:

1.4.1 operating a public charter school (the “Charter School”) in Washington, DC pursuant to the Company’s charter agreement (the “Charter”);

1.4.2 exercising all rights and powers conferred by the laws of the State of District of Columbia upon not for-profit education corporations and consistent with the Constitution of the State of District of Columbia and the Charter, including, but not limited to, raising funds, receiving gifts, bequests and contributions in any form, using, applying investing and reinvesting the principal and income therefrom and distributing the same for the above purposes; and

1.4.3 engaging in any other activity that is incidental to, connected with or in advancement of, the foregoing purposes and that is within the definition of charitable and educational for purposes of Section 501 (c)(3).

1.5 MISSION. The mission of the Community College Preparatory Academy is to provide an innovative and rigorous education environment for under-credited adults who have aged out of the traditional K-12 public education system, and is supportive of their unique learning needs and successful in preparing them for 21st century employment, higher education, and life-long learning.

ARTICLE II **OFFICES**

2.1 PRINCIPAL PLACE OF BUSINESS. The principal place of business of the Corporation shall be located at the Charter School facility or at such other place as the Board may select by resolution or amendment of these Bylaws.

2.2 REGISTERED OFFICE AND AGENT. The Corporation shall maintain a registered office in the State of District of Columbia and a registered agent whose office is the Corporation's registered office.

ARTICLE III **BOARD OF TRUSTEES**

3.1 POWERS. The Board of Trustees (the "**Board**") shall conduct and direct the affairs of the Corporation and exercise all such powers as may be exercised by the Corporation, subject to all applicable laws, the Charter and these Bylaws. The Board may delegate the management of the activities of the Corporation to others, so long as the affairs of the Corporation are managed and its powers are exercised under the Board's ultimate jurisdiction the Board does not delegate to others its fiduciary duty to the Corporation as required by the School Reform Act § 38-1802.05(d).

3.1.1 Without limiting the generality of the powers hereby granted to the Board, but subject to the same limitations, the Board shall have the following specific powers:

- (A) establishing and reviewing overall institutional and educational policies consistent with the mission of the Corporation;
- (B) hiring and reviewing the performance of the Director or Chief Executive Officer the Charter School; and
- (C) acting as liaison to the Office of the State Superintendent of Education.

3.2 NUMBER. The number of Trustees shall be not fewer than 7 and shall not exceed 15. The Board shall fix the exact number of Trustees, within these limits, by Board resolution or by amendment of the Bylaws, making every effort to ensure that there are at all times an odd number of Trustees.

3.3 COMPOSITION. The Board of Trustees shall be composed of individuals of high moral character who are leaders in the School's community, and who have evidenced sincere concern for the welfare of children and the improvement of education. At least two Trustees shall be students currently enrolled in the School, and the majority of the members of the Board of Trustees will be residents of the District of Columbia, as required by the School Reform Act §38-1802.05. The student body president shall be invited to attend regular meetings but shall not have a vote. Each Trustee shall be at least eighteen (18) years of age. The Executive Director shall serve as an ex-officio member of the Board of Trustees.

3.4 ELECTION.

- 3.4.1 ELECTION.** The initial Trustees shall be the persons named in the Articles of Incorporation, and they shall serve until the earliest of (A) the annual meeting of the Board held during 2012, (B) their resignation or (C) their removal from office pursuant to Section 3.5. The Board shall elect the Trustees by the vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum.
- 3.4.2 ELIGIBILITY.** The Board may elect any person who in its discretion it believes will serve the interests of the Corporation faithfully and effectively.
- 3.4.3 INTERESTED PERSONS.** Not more than 40% of the Board may be interested persons. An interested person is: (A) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full or part-time employee, independent contractor or otherwise; or (B) any sister, brother, ancestor, descendant, spouse, sister-in-law or brother-in-law, mother-in-law or father-in-law, daughter-in-law or son-in-law of any such person.

3.5 TERM OF OFFICE.

- 3.5.1 CLASSES.** The Trustees shall be divided into three classes for the purpose of staggering the terms of office. Such classes shall be as nearly equal in number as possible.
- 3.5.2 TERMS OF OFFICE.** At the annual meeting of the Board, (a) one class of Trustees shall be initially elected for a term expiring at the annual meeting of the Board to be held during 2016, (b) another class shall initially be elected for a term expiring at the annual meeting of the Board to be held during 2017, and (c) another class shall initially be elected for a term expiring at the annual meeting of the Board to be held during 2018. Members of each class shall hold office until their successors are elected and qualified. At each succeeding annual meeting of the Board, the successors of the class of Trustees of the Board whose term expires at that meeting shall be elected, in accordance with these Bylaws, to hold office for a term expiring at the annual meeting held during the third year following the year of their election, except the term of any Trustee who is elected in his or her capacity as a student enrolled in the Charter School shall be one year.
- 3.5.3 VACANCIES.** The term of office of a Trustee elected to fill a vacancy on the Board shall begin on the date of the Trustee's election and shall continue: (A) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal or death of a Trustee, or (B) for the term specified by the Board in the case of a vacancy resulting from an increase of the number of Trustees authorized. The Board may appoint additional Trustees at any time, and shall apportion such additional Trustees to each class so as to make all three classes as nearly equal in number as possible. Each additional Trustee shall have an initial term equal to the remaining term of the other Trustees of the same class.

3.6 REMOVAL OF TRUSTEES. The Board may, by vote of a majority of the entire Board, at any special meeting of the Board called for that purpose, remove a Trustee with or without cause; except that the Board must be comprised of at minimum seven Trustees, as is required above.

3.7 RESIGNATION. A Trustee may resign by giving written notice to the Secretary or a Chairperson. The resignation shall be effective upon receipt of such notice or at any later date specified in the notice, but no resignation shall discharge any accrued obligation or duty of a Trustee. If a Trustee fails to attend four (4) consecutive meetings with no explanation and said Trustee fails to respond to a written request for his or her resignation, sent to the Trustee's last known address, the Trustee shall be deemed to have resigned.

3.8 COMPENSATION. Trustees shall serve without compensation; however, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting Corporation business.

ARTICLE IV **MEETINGS OF THE BOARD OF TRUSTEES**

4.1 PLACE. Board meetings shall be held at the Corporation's principal place of business or at any other reasonably convenient place of business as the Board may designate.

4.2 MEETINGS. Board meetings shall be held in compliance with Article 7 of the District of Columbia Public Officers Law (the "**Open Meetings Law**").

4.2.1 ANNUAL MEETING. The annual meeting of the Board shall be held each year in the month of April at a date, time and place fixed by the Board for the purpose of electing Trustees and officers and for the transaction of any other business as may properly come before the meeting.

4.2.2 REGULAR MEETINGS. A minimum of six (6) regular meetings shall be held during each year on dates to be determined by the Board.

4.2.3 SPECIAL MEETINGS. Special meetings may be held at any time called by any Chairperson or by any Trustee upon written request of at least one quarter of the Trustees then in office.

4.3 NOTICE OF MEETINGS.

4.3.1 ANNUAL AND REGULAR MEETINGS. If the date, time and place of the annual and regular meetings are fixed by the Bylaws or by the Board, no notice to the Trustees shall be required. In the absence of such fixed dates, times and place, notice of each meeting and an agenda for same shall be given to each Trustee by personal delivery, fax, electronic or regular mail at least 72 hours before the day of the meeting.

4.3.2 SPECIAL MEETINGS. Notice of special meetings may be given in the manner and in the time specified for regular meetings, provided, however, that notice of

special meetings requiring prompt action may be given by telephone, confirmed in writing by personal or overnight delivery, fax, or electronic mail, at least 24 hours before the time of such meeting.

4.3.3 WAIVER OF NOTICE. Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent or approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protest of the lack of notice prior to the meeting or at its commencement.

4.3.4 PUBLIC NOTICE. Public notice of meetings shall be given in accordance with the Open Meetings Law.

4.4 MINUTES. The minutes taken at all open meetings shall include a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the results of the vote and shall be made available to the public within two weeks from the date of such meeting. The minutes taken at executive sessions shall include any action taken by formal vote and provide a summary of the final determination of such action, provided, however, that such minutes need not include any matter which is not required to be made public by the Open Meetings Law. The minutes of executive sessions shall be made available to the public within one week from the date of the meeting at which such session occurred.

4.5 ADJOURNMENT. A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place.

ARTICLE V ACTIONS OF THE BOARD

5.1 QUORUM. A majority of the entire Board shall constitute a quorum for the transaction of business or of any specified item of business.

5.2 VOTING. Except as otherwise provided by these Bylaws, the vote of a majority of the Trustees present at the time of the vote, if a quorum is present at such time, shall be the act of the Board.

5.2.1 PARTICIPATION BY OTHER MEANS. One or more Trustees may participate in a meeting of the Board or a committee of the Board by means of conference telephone, video-conferencing or similar communications equipment allowing all persons in the meeting to hear each other at the same time; provided, however, that participation by such means shall not constitute presence at the meeting for purposes of a quorum or vote except as permitted by the Open Meetings Law.

5.2.2 MATTERS EXEMPT FROM OPEN MEETINGS LAW. The Board may act on the following matters in a meeting closed to the public: (A) judicial or quasi-judicial proceedings; and (B) any matter made confidential by state or federal law.

5.3 EXECUTIVE SESSION. Notwithstanding any other sections of these Bylaws, upon a vote of a majority of the entire Board in an open meeting, on a motion that identifies the general

subject or subjects to be considered, the Board may conduct a meeting in executive session for the following reasons:

- 5.3.1 matters which would imperil public safety if disclosed;
- 5.3.2 any matter which may disclose the identity of a law enforcement agent or informer;
- 5.3.3 information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
- 5.3.4 discussions regarding proposed, pending or current litigation;
- 5.3.5 collective bargaining negotiations;
- 5.3.6 the medical, financial, credit or employment history of a particular person or corporation or matters pertaining to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- 5.3.7 the preparation, grading or administration of examinations; and
- 5.3.8 the proposed acquisition, sale or lease of real property or the proposed acquisition, sale or exchange of securities, but only when publicity would substantially affect the value thereof.

5.4 COMMITTEES. The Board may create committees for any purpose and any Chairperson shall appoint members to and designate the chairs of such committees, except as otherwise provided in these Bylaws. Non-board members may serve on committees as non-voting, ex officio members, provided that a committee shall consist of no fewer than one Trustee, one of whom shall be appointed chair of such committee, and that the Executive Committee shall have no fewer than five Trustees. Committee members shall serve at the pleasure of the Chairpersons.

5.4.1 STANDING COMMITTEES. The Board shall have the following standing committees with the following duties and any such additional duties and responsibilities as may be delegated by the Board from time to time:

- (A) The Executive Committee, chaired by the Chairpersons, shall include the Treasurer, the Secretary, the chair of the Educational Accountability Committee and the Director or Co-Directors of the Corporation. The Executive Committee shall have oversight of all matters requiring immediate attention or urgent action, as well as day-to-day matters, all personnel matters (including compensation) and matters of school discipline.
- (B) The Finance Committee, chaired by the Treasurer, shall have oversight of the budget and cash management.

- (C) The Educational Accountability Committee, which shall have oversight of assessment and performance measures of the Corporation; the production, collection and maintenance as up-to-date of school records and public educational documents; and the publication of the Corporation's annual educational report. The Director or at least one of the Co-Directors of the Corporation shall serve on the Educational Accountability Committee. Section 1.
- (D) The Grievance Committee, which shall be vested with the responsibility for investigating and reviewing the complaints received by the Board of Trustees from parents, students or the community. The Grievance Committee, which shall consist of Trustees who are not parents, teachers or administrators of the School, shall make non-binding recommendations to the Board of Trustees.
- (E) The Development Committee, which shall be vested with the responsibility of securing general and special purpose contributions to the Corporation.

5.4.1.1 SPECIAL PURPOSE COMMITTEES. The Board shall have the following standing committees with the following duties and any such additional duties and responsibilities as may be delegated by the Board from time to time:

- (F) The Nominating Committee, which shall be responsible for proposing persons for election as Trustees (1) at the next annual meeting of the Corporation, (2) in the event of Trustee vacancies between annual meetings of the Board or (3) in the case of the appointment of an additional Trustee, and shall also recommend persons for consideration as Officers to be elected at the next annual meeting of the Board.
- (G) The Audit Committee, which shall have oversight of the appointment, compensation and work of the Corporation's independent auditors and shall review all conflicts of interest. The Treasurer and the Director of Finance & Operations shall serve on the Audit Committee. Any Trustee serving on the Audit Committee may not accept any consulting, advisory or other compensatory fees from the Corporation. At least one member of the Audit Committee shall have a working familiarity with finance and accounting practices.

5.4.2 AUTHORITY. Any Chairperson may delegate to a Board committee any of the authority of the Board except with respect to: (A) the election of Trustees; (B) filling vacancies on the Board or any committee of the Board; (C) the adoption, amendment or repeal of any Bylaws; (D) the appointment of other committees of the Board or members thereof; and (E) any other matter covered under Section 406 of the District of Columbia Not-For-Profit Corporation Law.

5.4.3 MINUTES. Committee members shall maintain minutes of each meeting and shall file copies of the minutes with the Secretary.

5.5 TRUSTEE RESPONSIBILITIES.

5.5.1 STANDARD OF CARE. Each Trustee shall perform all duties of a Trustee, including duties on any Board committee, in good faith and with that degree of diligence, care and skill, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

5.5.2 RELIANCE. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented, prepared or provided by: (A) officers and employees of the Corporation whom the Trustee believes to be competent in the matters presented; (B) legal counsel, public accountants and other persons as to matters that the Trustee believes are within that person's professional or expert competence; and (C) a duly constituted Board committee on which that Trustee does not serve as to matters within the authority of that committee.

5.5.3 RIGHT OF INSPECTION. Every Trustee shall have the right to inspect and copy any and all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information.

5.5.4 PARTICIPATION. Every Trustee has the right to participate in the discussion and vote on all issues before the Board and any committee of the Board of which the Trustee is a member, except that a Trustee shall be required to abstain from the final discussion and the vote on any matter involving such Trustee relating to: (A) a self-dealing transaction; (B) a conflict of interest; (C) indemnification of that Trustee uniquely; (D) in the case of the Director or Co-Directors of the Corporation, such person's evaluation and compensation; or (E) any other matter at the discretion of a majority of the Trustees then present.

ARTICLE VI
ADVISORY COUNCIL

6.1 COMPOSITION AND PURPOSE. A Chairperson may appoint, with the approval of the Board, an Advisory Council to promote the objectives of the Corporation, further its purposes, and advise the Board concerning the general policies applicable to, and the progress of the work of, the Corporation.

ARTICLE VII
OFFICERS

7.1 OFFICERS. The officers of the Corporation shall be a Chairperson or two Co-Chairpersons, Vice Chairperson, Secretary and Treasurer, and such other officers as the Board may from time to time appoint.

7.1.1 Chairpersons. The Chairperson or Co-Chairperson shall be the chief executive officer(s) of the Corporation, shall preside at all meetings of the Board and shall have general charge and supervision of the administration of the affairs and business of the Corporation. Any Chairperson shall have the power to sign alone in the name of the Corporation all contracts authorized either generally or specifically by the Board, to execute and deliver other documents and instruments and exercise such other powers and perform such other duties as the Board may from time to time prescribe.

7.1.2 Vice Chairperson. The Vice Chairperson, or, if there are Co-Chairpersons, one of the Co-Chairpersons, shall, in the absence or disability of the Chairperson or the other Co-Chairperson, perform the duties and exercise the powers of the Chairperson. The Vice Chairperson may have such powers and perform such duties as may be delegated to him or her by the Chairpersons or prescribed by the Board.

7.1.3 Secretary. The Secretary shall be responsible for the maintenance of the minutes of all meetings of the Board and Board committees, serve or cause to be served all notices, be the custodian of all records other than financial records, and perform all other duties incident to the office of the Secretary and such other duties as may from time to time be assigned by the Board. In the event of absence or disability of the Secretary, any Chairperson may appoint a Trustee to serve as a temporary Secretary for one or more meetings, or the Board may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.

7.1.4 Treasurer. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation and shall deposit all moneys and other valuable effects of the Corporation in such banks or depositories as the Board may designate. The Treasurer shall keep proper books of accounts and other books showing at all times the amount of the funds and other property of the Corporation, all of which books shall be open at all times to the inspection of the Board. The Treasurer shall submit a report of the accounts and financial condition of the Corporation at each annual meeting. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as shall from time to time be assigned by the Board. If required by the Board, the Treasurer shall give such bond or security for the faithful performance of his or her duties as the Board may require.

7.2 ELECTION AND TERM. All officers shall be elected by the Board at the annual meeting and shall serve for terms of one year. Each officer shall continue in office until his or her successor shall have been elected or until his or her death, resignation or removal.

7.3 RESIGNATION AND REMOVAL. Any officer may resign by giving written notice of resignation to the Executive Committee and the Secretary. Any officer may be removed, with or without cause, by a majority vote of the Board then in office and the resulting vacancy shall be filled for the unexpired term by a majority vote of the Board.

7.4 COMPENSATION. Persons serving as officers shall not receive any salary or compensation for their services as officers. An officer shall be entitled to reimbursement for reasonable expenses incurred in carrying out his or her duties as an officer and approved by the Board.

7.5 EMPLOYEES AND OTHER AGENTS. The Board shall appoint the Director of the Charter School, and the Board may from time to time appoint such other employees and other agents as it shall deem necessary, each of whom shall hold office at the pleasure of the Board and shall have such authority, perform such duties and receive such reasonable compensation, if any, as the Board may from time to time determine.

ARTICLE VIII **LIMITS OF LIABILITY AND INDEMNIFICATION**

8.1 NON-LIABILITY. The Trustees shall not be personally liable for the Corporation's debts, liabilities or other obligations.

8.2 INDEMNIFICATION. The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, any person who is made or threatened to be made a party to any action or proceeding by reason of the fact that such person, his or her testator or intestate is or was a Trustee, officer, employee or agent of the Corporation.

ARTICLE IX **CONFLICT OF INTEREST POLICY**

9.1 PURPOSE. The purpose of this conflict of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Trustee of the Corporation or a member of a committee with Board delegated powers or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

9.2 DEFINITIONS.

9.2.1 INTERESTED PERSON. Any Trustee, officer or member of a committee with Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

9.2.2 FINANCIAL INTEREST. The following transactions or arrangements are financial interests:

- (A) transactions or arrangements between the Corporation and one or more of its interested persons, their family members and/or controlled entities; and
- (B) transactions or arrangements between the Corporation and any other corporation, firm, association, or other entity in which one or more of the Corporation's interested persons are trustees, directors or officers or have a substantial financial interest, affiliation, or other significant relationship.

For the purposes of this Section 9.2 “family members” include an individual’s spouse, domestic partner, parent, child, grandchild, great-grandparent, great-grandchild and sibling (whole or half blood) and their spouses.

Also for the purposes of this Section 9.2 “controlled entities” include: (a) a corporation in which an interested person or their family members owns more than 25% of the voting power; (b) a partnership in which such persons own more than 25% of the profits interest; and (c) a trust or estate in which such persons own more than 25% of the beneficial interest.

A financial interest is not necessarily a conflict of interest. Under Section 9.3.2, an interested person who has a financial interest may have a conflict of interest only if the appropriate Board or committee with Board delegated powers decides that a conflict of interest exists.

9.3 PROCEDURES.

9.3.1 DUTY TO DISCLOSE. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the trustees and members of committees with Board delegated powers considering the proposed transaction or arrangement.

9.3.2 DETERMINING WHETHER A CONFLICT OF INTEREST EXISTS. After disclosure of the financial interest and all material facts, and after any discussions with the interested person, the person for whom a potential conflict of interest may exist shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted on by the remaining, disinterested Trustees or committee members.

9.3.3 PROCEDURES FOR ADDRESSING THE CONFLICT OF INTEREST.

- (A) The Board or committee shall determine by a majority vote of the disinterested Trustees or committee members whether the transaction or

arrangement is in the Corporation's best interest and for its benefit. If the Board votes that the transaction or arrangement is in the Corporation's best interest and for its benefit, it can then vote as to whether to enter into the transaction or arrangement.

- (B) In determining whether to approve transactions or arrangements, disinterested Trustees will take into account the restrictions regarding excess benefit transactions under Section 4958 of the Internal Revenue Code of 1986, as amended.

9.3.4 VIOLATIONS OF THE CONFLICTS OF INTEREST POLICY.

- (A) If the Board or committee has reasonable cause to believe a Trustee, officer or member of a committee with Board delegated powers has failed to disclose actual or possible conflicts of interest, the Board or committee shall inform such Trustee, officer or member of the basis for such belief and afford such Trustee, officer or member an opportunity to explain the alleged failure to disclose.
- (B) If, after hearing the Trustee's, officer's or member of a committee with Board delegated powers' response and after making further investigations as warranted by the circumstances, the Board or committee determines such Trustee, officer or member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

9.4 RECORDS OF PROCEEDINGS. The minutes of the meetings of the Board and all committees with Board delegated powers shall contain:

- 9.4.1** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- 9.4.2** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

9.5 COMPENSATION. In addition to the above:

- 9.5.1** Any Trustee of the Board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to his/her compensation.
- 9.5.2** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the

Corporation for services is precluded from voting on matters pertaining to his/her compensation.

- 9.5.3 No Trustee of the Board or voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

9.6 ANNUAL STATEMENTS. Each Trustee, officer and member of a committee with Board delegated powers shall annually sign a statement which, among other things, affirms such person:

- 9.6.1 Has received a copy of the conflicts of interest policy,
- 9.6.2 Has read and understands the policy,
- 9.6.3 Has agreed to comply with the policy, and
- 9.6.4 Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

The statements will be reviewed annually by the Audit Committee. In addition to providing the statement annually, each Trustee, officer and member of a committee with Board delegated powers is expected to promptly report any financial interest as and when it arises to a Chairperson of the Board or the chair of the Audit Committee.

9.7 PERIODIC REVIEWS. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- 9.7.1 Whether compensation arrangements and benefits are reasonable.
- 9.7.2 Whether other contractual arrangements, including partnerships, joint ventures, and arrangements with management organizations, service providers or other independent contractors, if any, conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

9.8 USE OF OUTSIDE EXPERTS. When conducting periodic reviews as provided for in Section 9.7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE X OTHER PROVISIONS

10.1 FISCAL YEAR. The fiscal year of the Corporation begins on July 1 of each year and ends on June 30 of the following year.

10.2 EXECUTION OF INSTRUMENTS. The Board may adopt a resolution authorizing any officer, employee or agent of the Corporation to enter into any contract or execute or deliver any instrument in the name of or on behalf of the Corporation. Such authority may be general or confined to specific instances. Except as provided by these Bylaws, no officer, agent or employee shall have any power to bind the Corporation by any contract or other engagement, to pledge the Corporation's credit, or to render the Corporation liable monetarily for any purpose or any amount.

10.3 CHECKS AND NOTES. Except as specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation may be signed by any Chairperson, the Treasurer or the Directors of the Corporation. Such items for amounts exceeding \$5,000 must be signed by two of the above persons.

10.4 CONSTRUCTION AND INTERPRETATION.

10.4.1 CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the District of Columbia Not-For-Profit Corporation Law and the District of Columbia Education Law shall govern the construction of these Bylaws. The captions and headings in these Bylaws are for reference and convenience only and are not intended to limit or define the scope or effect of any provisions.

10.4.2 INTERPRETATION. Whenever any provision of the Bylaws is in conflict with the Articles of Incorporation, the Bylaws shall control

10.4.3 DISSOLUTION. Should the organization seek to dissolve or be required to dissolve as a result of conditions as put forward in the DC School Reform Act, the Board shall adhere to the requirements as outlined in 38- 1802.13a of said Act, which states:

“(a) A nonprofit corporation operating a charter school shall dissolve if the charter for the school:

- (1) Has been revoked by the authorizing entity;
- (2) Has not been renewed by the authorizing entity; or
- (3) Has been voluntarily relinquished by the charter school.

(b) The distribution of assets upon dissolution required by subsection (a) of this section shall be in accordance with §29-301.48 and this section.

(c)(1) Except as provided in paragraph (2) of this subsection, the articles of incorporation or the bylaws of a nonprofit corporation operating the charter school shall require that:

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

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

(2) A nonprofit corporation with an existing charter as of March 14, 2007, shall not be required to amend its articles of incorporation or bylaws to comply with the requirements of this section until the time of its charter renewal under § 38-1802.12.

(3) Nothing in this subsection shall be construed as exempting the corporation from any other requirements of this section.

(d)(1) The chartering authority, in consultation with the Board of Trustees, shall develop and execute a plan for:

(A) Liquidating the corporation's assets in a timely fashion and in a manner that will achieve maximum value;

(B) Discharging the corporation's debts; and

(C) Distributing any remaining assets in accordance with this section and § 29-301.48(3).

(2) The plan shall:

(A) Provide that assets to be distributed pursuant to § 29-301.48(3) be transferred or conveyed to the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships within the State Education Office and used solely for educational purposes; and

(B) 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

(3) As soon as feasible, the Board of Trustees shall complete and submit to the authorizing entity a closeout audit, which shall include:

(A) An account of the present value of the charter school's liabilities held by all of its creditors, including:

(i) Banking institutions;

(ii) Vendors; and

(iii) State pension and health benefits agencies; and

(B) An account of the present value of the charter school's assets, including:

(i) Books;

(ii) Supplies;

(iii) Motor vehicles;

(iv) Furnishing;

(v) Equipment; and

(vi) Facilities.

(4) Nothing in this subsection shall be construed as making the chartering authority or the District of Columbia liable for debts incurred by the corporation.

(e) The chartering authority, in consultation with the Board of Trustees, shall arrange for the transfer and storage of necessary student records in the possession of the charter school.

(f) The chartering authority may utilize assets of the charter school to provide for:

(1) The transfer and storage of student records pursuant to subsection (e) of this section; and

(2) Any other actual expenses incurred by the authorizing entity as a result of the dissolution of the nonprofit organization operating the charter school”

10.5 AMENDMENT. A majority of the Trustees may vote to adopt, amend or repeal these Bylaws, or adopt new Bylaws.

ATTACHMENT C

Any employee who feels that she/he is a victim of such harassment should immediately report the matter in accordance with Academy policy. CC Prep will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee who in good faith reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

Sexual Harassment: Sexual harassment of one employee by another employee, supervisor or third party is against company policy and is unlawful under state and federal law.

CC Prep firmly prohibits sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to assure that in the workplace, no employee is subjected to sexual harassment. While it is not easy to define precisely what sexual harassment is, it includes: unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature including, but not limited to: sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who, in good faith, report violations of this policy or participate in the investigation of such violations. Any employee who feels that she/he is a victim of sexual harassment should immediately report such actions in accordance with Academy procedures. All complaints will be promptly and thoroughly investigated.

Americans with Disabilities Act: CC Prep founders are committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is the responsibility of the employee to notify the hiring manager of the need for an accommodation. Upon doing so, the hiring manager will ask the employee for input or the type of accommodation believed to be necessary or the functional limitations caused by the disability. Also, when appropriate, CC Prep may need permission to obtain additional information from the employee's physician or other medical or rehabilitation professionals.

e. Volunteers

The Community College Preparatory Academy will assume that many prospective students will require technical support with completing the formal application and other aspects of the admissions process. Thus, we will develop a prospective outreach and technical support volunteer corps. The volunteers will be trained to provide one-on-one in-person and telephone support to all prospective students. Staff and Board members will make use of intimate ties to UDCCC, UDC and UDC School of Law to recruit current undergraduate and graduate students, as well as alumni from these institutions. We will also invite individuals and organizations from the broader community to participate in our prospective student outreach and technical support efforts.

3. Arrangements for Meeting District and Federal Requirements

a. Health and Safety

The Community College Preparatory Academy will fully comply with the DC School Reform Act Official Code §38-2602(b) (11). 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. They 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 (Facilities Compliance)

The Community College Preparatory Academy will comply with D.C. School Reform Act §2204(c). Additionally, CC Prep 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.

Our staff will adhere to all fire safety codes and regulations. All emergency exits will be clear and accessible. Evacuation drills will be performed on a regular basis by all staff and students. Any remodeling or renovation undertaken of space occupied by CC Prep will be designed or remodeled in compliance with the Americans with Disabilities Act, Section 504 of Rehabilitative Act of 1973 and other federal guidelines.

c. Transportation

The Community College Preparatory Academy will comply with D.C. School Reform Act §38-1802.08 as required for adult student populations. Funding permitting, CC Prep will provide eligible students with discounted Metro fare cards.

d. Enrollment Data

CC Prep will send all enrollment data to OSSE and DCPCSB as required. The school will use the OLAMS system or whatever systems are in place during the opening of the public charter school. CC Prep will adhere to all district and federal guidelines and regulations in order to comply with SRA §38-204.

e. Maintenance and Dissemination of Student Records

CC Prep will use an electronic data system to manage student records. The founders are considering AspirePath as one possibility for student data collection, maintenance and dissemination. The selected system will be web-based, maintained by school administrative staff, and supported. Paper student records will be kept secured at all times with access given only to authorized personnel. The school will comply with D.C. School Reform Act, Parts B and D, as well as D.C. Code §38-201 et. seq., D.C. Code §38-502 et. seq., D.C. Code §38-306 et. seq., and D.C. Code §29-301.88 et seq.

f. Compulsory Attendance Laws

The Community College Preparatory Academy will comply with Compulsory School Attendance (D.C Code §38-201 et. seq.) regulations as required for an adult student population. In addition, each student designated student support person will be contacted daily via telephone to verify a

ATTACHMENT D

Community College Preparatory Academy Public Charter School



June 7, 2013

Mr. Scott Pearson
Executive Director
Public Charter School Board
3333 14th St., NW
Suite 210

Dear Mr. Pearson

As Chairman of the Board of the Community College Preparatory Academy, I am pleased to confirm the Board's intent to begin the process of identifying the appropriate organization for the purposes of seeking, obtaining and maintaining national accreditation for our Charter School within our first five years.

Because of our close affiliation with post secondary education, our Executive Director, Connie Spinner, has reached out to Middle States to learn more about the process and receive initial information to be shared with the Board. We look forward to beginning the process once the most appropriate affiliation has been ascertained and will keep the Board apprised of our progress.

Sincerely


LaRuby May

Chair

ATTACHMENT F

ATTACHMENT F

Pre-Opening Visit Checklist – New Charter School

**Items may be uploaded into Epicenter*

Governance and Management

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

Staffing

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

Curriculum and Instruction

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

ATTACHMENT F

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

Students and Parents

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

ATTACHMENT F

Operations

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

Facilities, Furnishings and Equipment

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

ATTACHMENT F

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

ATTACHMENT G

September 13, 2013:

Last day for wait-listed students to finalize registration

September 16, 2013 (Monday):

First day of school

Lottery Procedure

Should a lottery be required the procedures, which are listed below will be followed:

1. If there are more enrollment applications from students who are residents of the District of Columbia than there are spaces available, students shall be admitted using a random selection process in the form of a lottery, except that a preference in admission may be given to an applicant who is a sibling of a current student or one selected for admission to the school.
2. Once the number of spaces available for enrollment has been reached during the lottery, the names of all remaining applicants will be placed on a waiting list in the order the names are drawn. Preference shall be given to siblings of applicants who are selected during this process, and those siblings shall be assigned the lowest available numbers on the waiting list.
3. Applicants who submit applications after the lottery has occurred, shall be added to the waiting in the order the applications are received.
4. The waiting list will be maintained in the main office and will be available for public inspection.
5. The lottery drawing will be announced in advance and occur in a public forum.
6. After the lottery, families will be notified of their status on the admissions or waiting list.

ATTACHMENT H



their skills and knowledge, and to transfer the same to other disciplines as appropriate. Our aim is to make students both college and job ready.

Once students have mastered core skills in Reading, Writing, Internet Learning and Mathematics and assess at a “College Freshman” level, they will engage in additional sessions in certification areas such as MICROSOFT Office Suite, Customer Service or Basic Electrical which will be added based upon the students desired outcomes for Commencement.

At midyear, all students will participate in “Education Plan review” sessions and will be asked to re-affirm their commitment to the chosen pathway after having taken at least one Career Assessment and completed at least six Life Skills Seminars. If students are having challenges with meeting the benchmarks of the Educational Plan, we will make tutorial services available in the area of deficit. It is expected that if the student invests the right amount of time and energy in his or her Ed Plan activities, they will meet their outcomes for first bridge year.

By the end of the first bridge year, students will work with the assigned Student Success Specialist to prepare for Commencement to the next level of education or Career development. Successful completion of the Community College Prep program is reflected in the student’s ability to either successfully enter college as a freshman or begin an entry level position with a plan for continued education or skill building through additional Certifications.

We realize that as adults with a range of real life challenges, they may have unforeseen barriers to successful completion of the first bridge year. There are a variety of reasons why a student may not be able to complete all of the benchmarks in the first “bridge year”. If a student has put forth legitimate effort, we will extend a second year after assessment, review and counseling.

Student Conduct/ Expected Student Behaviors

Unlike the K-12 environment, while CC Prep is a public school open to all residents of the District it is an adult charter school with no connection to the mandatory requirements. This unique opportunity is one that we fully expect that adult learners will appreciate and participate in as a



value added. Disruptive or offensive behavior will not be tolerated and any behavior that jeopardizes self or others is viewed as cause for suspension of the opportunity.

In keeping with the Core Values of our school, the following are principles that all students are expected to follow:

- Attend school and class everyday and be punctual.
- Come to school ready to learn and strive for excellence.
- Actively seek opportunities to become involved in activities outside of the classroom.
- Be respectful, including following the dress code and in interactions with others.
- Contribute to maintaining a safe and welcoming environment for all.
- Seek non-confrontational, non-combative solutions to resolving conflict.
- Embrace your role as representatives of CC Prep, both on and off school grounds.

Should a student exhibit behaviors that are consistently adverse to these expectations the student will meet with a Student Success Specialist and the Executive Director and after discussion and clarification of expectations, should the student choose to remain, a Behavior Expectation Contract will be developed and signed off on. If a second incident occurs, the student will be suspended for at least one week dependent upon the severity of the infraction and longer if determined necessary by the staff and leadership team.

A third infraction is cause for expulsion and the student will not be able to return without formal appeal to the school and review and approval by the Leadership Team.



Management has the discretion to determine the level of discipline warranted, depending on the nature and severity of the performance deficiency or conduct.

Legal

1. All employees of the School must fully comply with the laws and regulations that apply to the School.
2. Employees are expected to report any illegal or questionable activities promptly to a supervisor.
3. Falsification of any records and documents, including employment applications, time sheets, etc. is strictly forbidden.

Inappropriate Behavior

1. Employees must not treat discourteously, or have inappropriate contact with, any students, parents, members of the public or fellow employees.
2. Employees must not engage in sexual harassment.
3. Employees must not refuse to perform or follow reasonable work requests, instructions, directions, or prescribed procedures.
4. Failure to call-in as required, failure to report to work on time, and excessive absenteeism or tardiness will not be allowed.
5. Employees must have no electronic or telephone contact with students [**UNLESS OTHERWISE APPROVED IN WRITING BY THE SUPERVISOR OR DESIGNATED ADMINISTRATOR**]. Any contact should be made through the parent/guardian. Employees must not socialize with students outside of school sponsored functions.

Safety

1. Possession of firearms or weapons of any kind on school property is not allowed.
2. Any action that jeopardizes the health, safety, or well-being of a student, parent or other employee is forbidden.

ATTACHMENT I

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Solutions Associates, Inc. 8181 Professional Place Suite 115 Landover MD 20785	CONTACT NAME: PHONE (A/C, No., Ext): (301) 505-6006 FAX (A/C, No.): (301) 505-6007 E-MAIL ADDRESS: loretta.fuller@theinsursolutions.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Foremost Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED COMMUNITY COLLEGE PREPARATORY ACADEMY 2405 Martin Luther King Ave SE Washington DC 20020	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			008153324	09/09/2013	09/09/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 D&O Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices Insurance			008153324	09/09/2013	09/09/2014	\$50,000
A	Personal Property Coverage			008153324	09/09/2013	09/09/2014	\$90,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [REDACTED] <TSP>
--	--

INSURANCE BINDER

DATE (MM/DD/YYYY)
09/09/2013

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Insurance Solutions Associates, Inc. 8181 Professional Place Suite 115 Landover MD 20785 PHONE (A/C, No., Ext): (301) 505-6006 FAX (A/C, No.): (301) 505-6007 CODE: _____ SUB CODE: _____ AGENCY CUSTOMER ID: 1844 INSURED COMMUNITY COLLEGE PREPARATORY ACADEMY 2405 Martin Luther King Ave SE Washington DC 20020	COMPANY FOREMOST INSURANCE GROUP BINDER # 008153324 <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">DATE</td> <td style="width: 33%;">EFFECTIVE</td> <td style="width: 33%;">TIME</td> <td style="width: 33%;">DATE</td> <td style="width: 33%;">EXPIRATION</td> <td style="width: 33%;">TIME</td> </tr> <tr> <td>09/09/2013</td> <td>12:01</td> <td><input checked="" type="checkbox"/> AM <input type="checkbox"/> PM</td> <td>10/09/2013</td> <td><input checked="" type="checkbox"/> AM <input type="checkbox"/> NOON</td> <td></td> </tr> </table> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)	DATE	EFFECTIVE	TIME	DATE	EXPIRATION	TIME	09/09/2013	12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	10/09/2013	<input checked="" type="checkbox"/> AM <input type="checkbox"/> NOON	
DATE	EFFECTIVE	TIME	DATE	EXPIRATION	TIME								
09/09/2013	12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	10/09/2013	<input checked="" type="checkbox"/> AM <input type="checkbox"/> NOON									

COVERAGES	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input checked="" type="checkbox"/> Personal Property		\$250	80%	\$90,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE: _____	Employment Practices Insurance Coverage \$50,000 Directors & Officers Liability \$1,000,000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE \$ _____ MEDICAL PAYMENTS \$ _____ PERSONAL INJURY PROT \$ _____ UNINSURED MOTORIST \$ _____
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES COLLISION: _____ OTHER THAN COL: _____				ACTUAL CASH VALUE \$ _____ STATED AMOUNT \$ _____
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ _____ AGGREGATE \$ _____
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE: _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ SELF-INSURED RETENTION \$ _____ WC STATUTORY LIMITS \$ _____
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
SPECIAL CONDITIONS / OTHER COVERAGES				FEES \$ _____ TAXES \$ _____ ESTIMATED TOTAL PREMIUM \$ _____

NAME & ADDRESS	MORTGAGEE _____ ADDITIONAL INSURED _____ LOSS PAYEE _____ LOAN # _____ AUTHORIZED REPRESENTATIVE _____
FOR INFORMATIONAL PURPOSES ONLY	[REDACTED] <TSP>

AGENCY CUSTOMER ID: 1844

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

ATTACHMENT J

Community College Preparatory Academy Public Charter School



Community College Preparatory Academy PCS

Key Personnel List

The following individuals have undergone a recruitment and interview process and have agreed to serve in the leadership position at the Community College Preparatory Academy (CC Prep) as indicated for the 2013- 2014 School Year:

1. C. Vanessa (Connie) Spinner- Executive Director and Head of School
2. Monica Joy Jones – Chief Operations Office
3. Data Manager – Shannon Webster
4. Case Manager – (in process)
5. Employment Specialist – Norman Nixon

The Founding Board

The CC Prep founding Board is excited about the opportunity to establish a public charter school that will provide quality educational programming for underserved adult learners in Washington, DC and these stellar individuals are convinced that CC Prep will be an invaluable asset for the city and our community. Many of the current members have served from its inception as founders and planners.

The founding Board is comprised predominantly of residents of the District of Columbia and almost fifty percent of them represent the Wards east of the river that will be the primary recipients of the services. The membership includes both education leadership as well as non-profit leadership and legal expertise.

As Board Trustees, they have guided the start-up of the Community College Preparatory Academy. They have actively participated in establishing policy and recruiting potential students from the neighborhoods of Wards 5, 7 and 8 where CC Prep staff and faculty will work diligently to become true community partners.

The Founding Board members are:

LaRuby May, MA, Esquire, Chair

Executive Director, Vision of Victory Community Development Corporation)
Attorney May has worked over 15 years with education, social development and economic development issues with the underserved and underrepresented. Currently, Atty. May provides leadership to a program that serves over 150 adult learners in education and workforce development programs. Additionally, Ms. May, as an Attorney at Law, has served as a legal consultant for charter schools in both Florida and the District of Columbia where she is a member of the Bar (both jurisdictions). Prior to this role, Atty. May was Executive Director for the Gift Family Resource Center, whose responsibilities included securing funding resources. Attorney May was also selected by Mayor Fenty to serve as the Chair of the District of Columbia Housing Authority. Her broad range of experiences in service to the community brings tremendous assets for this undertaking.

Philip Pannell, Vice Chair

Executive Director, Anacostia Coordinating Council

Director of Community Affairs, ADA, Inc.

Mr. Pannell, a Ward 8 resident, has over 35 years of professional service to his community, starting with his service as ANC SMD 4C08 in 1977. Since then, he has held a variety of positions that have kept him in touch with the community, including Executive Assistant to the President of the School Board, Community Outreach Specialist, Special Assistant to the Mayor, and Community Relations Liaison. His broad array of community experiences serve as a major resource and asset for the Board of the new Community College Preparatory Academy. He provides a particular focus on Community Outreach and Marketing.

Monica Ray

CEO, Congress Heights Community Development and Training Corporation

Ms. Ray, a Ward 8 resident, has strong ties to the business community and a history of advocacy for adult learners. As Chief Executive Officer for one of the most productive and effective adult training programs in the community, she is well aware of the special challenges of under-credited adults. Her daily experiences with adult learners have been instrumental in establishing an educational plan for the Community College Preparatory Academy that will attract, engage and retain adult students and effectively address their needs.

Richard Tagle, Treasurer

CEO, Higher Achievement

Richard Tagle is the CEO of Higher Achievement and as such provides strategic direction and oversight over the organization's mission, goals and annual operating objectives. He ensures that the organization has financial and programmatic sustainability and viability. He has over 28 years of nonprofit experience and has deep knowledge and expertise in youth development, middle school transition, education reform, nonprofit fundraising and grants management, and evaluation.

Mr. Tagle has served on the boards of National Summer Learning Association, Nonprofit Roundtable and DC VOICE. His expertise and wealth of experience bring tremendous resources to the founding group and Board of Trustees for the Community College Preparatory Academy, on which he has agreed to serve with a focus on business and fiscal matters.

Thomas Stewart, PhD

Vice President Strategic Partnerships

University NOW

Thomas Stewart is a senior policy analysis with deep experience both locally and nationally in the processes of building strategic relationships among local, state and national organizations that serve low wealth and non traditional communities. He actively participates in national efforts to improve and expand educational opportunity for non traditional students. Dr. Stewart brings not only his deep commitment to

supporting non traditional students and his personal experience with changing life outcomes but he also brings a willingness to share a vast network of resources in the areas of educational research, national philanthropy and organizational and Board development.

Clarence Johnson

Student Member

Mr. Johnson is a Ward 8 community member with longstanding ties to the District of Columbia. He has a profile that reflects both the needs and the potential opportunity that many Ward 8 and Ward 7 residents bring to this endeavor. Mr. Johnson is a returning citizen who has turned his life around. He is a full time employee and tax paying resident of the District who has a passion for the school and the potential that it represents for "East of the River" residents.

C. Vanessa (Connie) Spinner

Executive Director and Founding Team Member

Ms. Spinner brings over 30 years of experience in the fields of Adult Education and Workforce Development. She was also a key member of the Founding team of the District's Community College and the Community College Preparatory Academy. Ms. Spinner has also done extensive work in the area of non- profit board development. She contributed greatly to the vision for the Charter School and brings her years of experience in the areas of curriculum design for adult education programs and program evaluation.

ATTACHMENT K

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
COMMUNITY COLLEGE (UDCCC)
AND
THE COMMUNITY COLLEGE PREPARATORY ACADEMY
PUBLIC CHARTER SCHOOL (CC Prep)**

I. INTRODUCTION

This Memorandum of Agreement ("MOA") is entered into between the University of the District of Columbia Community College (UDCCC), member of the University of the District of Columbia (USDC) and the Community College Preparatory Academy Public Charter School to support and enhance the development of a seamless transition for adult learners to the Community College.

UDCCC serves the residents of the District of Columbia by providing high quality post secondary education services for the residents of the District of Columbia through access to an "open enrollment" program. The Community College also serves as an entry point for students desirous of pursuing further post secondary education through the University. This new institution seeks to provide rigorous academic services as well as relevant employment training and service opportunities to DC citizens, employers, the University, and the District of Columbia.

The Community College Preparatory Academy Public Charter School will provide the education and skills development that will empower and prepare under-credited adults for postsecondary education success, viable employment and lifelong learning. The founders of CC Prep envision a supportive, wraparound learning environment wherein education is customized to each student's needs, and knowledge is attained through collaborative work with an instructor, Student Support Specialist and peers.

Specifically, CC Prep will combine best practices in academic remediation and adult learning theory with enriched content and accelerated learning approaches guided by state-of-the-art postsecondary educational and vocational strategies. This powerful instructional combination will be packaged for self-directed and intensive small group learning opportunities. While most students' primary goal will be to earn a GED, our founders' educational plan is to provide academic and experiential learning opportunities for students to gain critical thinking and problem-solving skills in preparation for postsecondary education, training toward national certification and employment.

II. PARTNERSHIP GOALS AND OBJECTIVES

The goal is to foster a collaborative working relationship between UDCCC and CC Prep in an effort to achieve common goals regarding the provision of services to adults in the Ward 5, 7 and 8 communities. The major objectives are to build and maintain a relationship that supports:

- 1) seamless transfer for students to the Community College who are prepared by the Charter School as evidenced by successful completion of the High School Equivalency Examination and/ or the ACCUPLACER at the "freshman level";
- 2) identification and referral of Community College students requiring remediation or college readiness skills to the Charter School through the Charter School's open enrollment process;
- 3) collaborative planning and data sharing to support the effectiveness of both program efforts; and
- 4) joint proposal development when appropriate and supportive of the aims of both entities.

III. SCOPE OF JOINT EFFORT

The UDCCC Dean of Academic Affairs or his or her designee will be invited to participate in meetings of the Board of the Charter School to ensure information sharing and the capacity for joint planning. The Executive Director of the Charter School will agree to share information on the innovation efforts to be undertaken and will work with the Community College leadership to maximize potential to support student transfer and remedial and counseling support as requested by the Dean of Academic Affairs.

IV. DURATION OF MOA

The period of this MOA shall be from December, 2012 through January, 2015 with an annual review and updating meeting, unless terminated in writing by the Parties prior to the expiration.

V. FINANCIAL MANAGEMENT

VI. There are no fiscal elements to the agreement

A. COST OF SERVICES

No funding will be exchanged as a part of this MOA. It is designed to outline only shared planning and services.

B. PAYMENT

No payments are required as a part of this MOA.

C. RETURN OF FUNDS

n/a

D. ANTI-DEFICIENCY CONSIDERATIONS

The Parties agree and understand that the UDC Community College of the District of Columbia's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this agreement, or any subsequent agreement entered into pursuant to this agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C.

Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, the UDC/Community College of the District of Columbia's legal liability for any obligations under this agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

VII. FERPA (Where appropriate)

The parties recognize that student educational records are protected by the Family Educational Rights and Privacy Act (FERPA). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. In accordance with FERPA, the University can designate other entities, including vendors and consultants, as "other school officials."

For purposes of this Agreement only, CC Prep is determined to fall within the category of "school official." Neither party, their agents nor assigns shall disclose student educational records to any third party, except with the prior written consent of the student (or parent, where applicable) and as permitted by law. Approved re-disclosures to third parties shall not exceed the purpose for original disclosure.

Further, CC Prep, should it disclose student educational records, is obligated to maintain a list of entities, agencies or organizations to whom the records were disclosed, identifying which records were disclosed and the purpose for such disclosure.

Any disclosures made shall comply with the University's definition of "legitimate educational interest." The parties agree and warrant that they shall use student educational records solely to accomplish their obligations under this Agreement and solely in a manner and for purposes consistent with the terms and conditions of this Agreement and University policies and procedures.

The parties agree to take appropriate legal action against any unauthorized use or disclosure of any student educational record.

VIII. RESOLUTION OF DISPUTES

Any and all disputes of any kind between the parties to this agreement will be settled by the President of the University of the District of Columbia and the chief executive officer of the Charter School.

IX. AMENDMENTS AND MODIFICATIONS

The Parties may modify the terms and conditions of this MOA only upon prior written agreement.

X. Agency Contacts or Notice

The following individuals are the contact points for each Party under this MOA:

UDC Community College:
Dr. Jacqueline Jackson
Dean, Academic Affairs
Telephone: (202) 274-
E- mail: jsjackson@udc.edu

Community College Preparatory Academy:
C Vanessa Spinner
Executive Director
Telephone: (202) 803- 3177
E- mail: connie@ccprep-academy.org

COMPLIANCE AND MONITORING: n/a

XI. RECORDS AND REPORTS; n/a

XII. EFFECTIVE DATE

This MOA takes effect upon signature by the authorized representative of each party.

XIV. TERMINATION

Either Party may terminate this MOA in whole or in part by giving 60 calendar days advance written notice to the other Party.

XV. ADDITIONAL GENERAL PROVISIONS:

This agreement in no way restricts the partners from participating in similar activities with other public or private agencies, organizations, or individuals.

Any public information, i.e., press releases that references this partnership, shall have prior approval of the parties to this agreement.

This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

XVI. AUTHORITY TO ENTER INTO MEMORANDUM OF AGREEMENT

The parties hereto represent that they have the authority to enter into this MOA and that the individuals signing this MOA have the requisite power and authority to bind the parties to the terms and provisions contained herein.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year written below:

Community College Preparatory Academy
Public Charter School



C Vanessa Spinner
Executive Director

Date: 10/16/13

UDC Community College



Dr. Calvin Woodland, CEO

Date: 7/25/2013

Appendix B



July 18, 2017

Monica Ray, Board Chair
Community College Prep Public Charter School
2405 Martin Luther King Jr Ave SE
Washington, DC 20020

Dear Ms. Ray:

The DC Public Charter School Board (DC PCSB) conducts Qualitative Site Reviews to gather and document evidence to support school oversight. According to the School Reform Act § 38-1802.11, DC PCSB shall monitor the progress of each school in meeting the goals and student academic achievement expectations specified in the school's charter. Your school was selected to undergo a Qualitative Site Review during the 2016-17 school year for the following reason:

- School eligible for 5-year Charter Review during 2017-18 school year

Qualitative Site Review Report

A Qualitative Site Review team conducted on-site reviews of Community College Prep Public Charter School between May 15, 2017 – May 26, 2017. Enclosed is the team's report. You will find that the Qualitative Site Review Report focuses primarily on the following areas: charter mission and goals, classroom environment, and instructional delivery.

We appreciate the assistance and hospitality that you and your staff gave the monitoring team in conducting the Qualitative Site Review at Community College Prep Public Charter School.

Sincerely,

Naomi DeVeaux
Deputy Director

Enclosures

cc: Connie Spinner, Executive Director

Qualitative Site Review Report

Date: July 18, 2017

Campus Information

Campus Name: Community College Prep Public Charter School

Wards: 6 and 8

Grade levels: Adult

Qualitative Site Review Information

Reason for visit: School eligible for 5-year Charter Review during 2017-18 school year

Two-week window: May 15, 2017 – May 26, 2017

QSR team members: 1 DC PCSB staff member, 2 consultants including one Adult Education specialist and one Special Education specialist

Number of observations: 13

Total enrollment: 457

Students with Disabilities enrollment: N/A – Community College Prep PCS opted-out of IDEA funding for SY2016-17

In-seat attendance¹ on the days the QSR team conducted observations:

Visit 1: May 17, 2017 – 59.0%

Visit 2: May 23, 2017 – 69.0%

Visit 3: May 24, 2017 – 61.0%

Visit 4: May 25, 2017 – 56.0%

Summary

The mission of Community College Prep Public Charter School (Community College Prep PCS) is to provide the education and skills development that will empower and prepare under-credited adults for post-secondary education success, viable employment and lifelong learning.

Community College Prep PCS offers a variety of classes and Career and Technical Education (CTE) courses across three facilities in Wards 6 and 8. Students at Community College Prep PCS may prepare for the General Education Diploma (GED) exam through core content classes. Students may also earn CTE certifications in Microsoft Office Suite (MOS), automotive technology, heating, ventilation, and air conditioning (HVAC), and CompTIA, the Computing Technology Industry Association certification for the information technology (IT) field.

The QSR team observed many of these course offerings during the two-week window and saw full classes marked by high levels of engagement across all three facilities during the day and evening classes. The team noted strong rapport between students and teachers. Students demonstrated their commitment to learning by asking questions, working cooperatively with peers, and celebrating their educational progress. Community College Prep PCS uses a variety of online instructional programs in learning labs including

¹ This data has not been validated. DC PCSB requested this data from the school in July 2017.

MyFoundationsLab, Achieve 3000, Learner Community, and Computer Essentials/GED Academy. The QSR team observed each of these platforms as well as CommitLit, which provides free online reading passages and comprehension tools.

During the QSR two-week window, the team used the Charlotte Danielson *Framework for Teaching* to examine classroom environments and instructional delivery (see Appendix I). The QSR team scored a very high 96% of observations as distinguished or proficient in the Classroom Environment domain. Notably, in the components of *Creating an Environment of Respect and Rapport* and *Establishing a Culture for Learning*, 100% of observations were rated proficient or distinguished. Observers noted a “family-like” atmosphere at all three facilities. Teachers asked questions about students’ lives outside of the classroom and at times, offered solutions to challenges the Adult Education learners were facing, such as inflexible work schedules or parenting obligations. In the other two components, *Managing Classroom Procedures* and *Managing Student Behavior*, 92% of observations were rated as proficient or distinguished. Overall there were only a few minor instances of misbehavior related to profanity and inappropriate use of technology. Classroom routines functioned smoothly and efficiently and students were well acquainted to the technology embedded within the curriculum. No observations were rated unsatisfactory in this domain.

The QSR team scored 80% of observations as distinguished or proficient in the Instruction domain. The highest rated component was *Communicating with Students* with 92% of observations rated as distinguished or proficient. Whether through direct instruction or individually with students in the Learning Lab, teachers clearly communicated the lesson purpose within the broader learning goals. Overall students engaged with the learning tasks, indicating that they understood what to do. Teachers empowered students to ask questions and seek help when needed.

Governance

A DC PCSB staff member observed the Community College Prep PCS board meeting on May 18, 2017. A quorum was present. Executive Director Connie Spinner gave a program update. She explained that Advanced Ed is fully recommending Community College Prep PCS for accreditation. Ms. Spinner shared that the school is working with Eagle Academy PCS to provide summer camp options for adult students who need childcare. The Outreach and Retention Coordinator shared an enrollment update. The board approved the 2017-18 calendar and budget.

CHARTER MISSION, GOALS, AND ACADEMIC ACHIEVEMENT EXPECTATIONS

This table summarizes qualitative evidence related to the goals and academic achievement expectations as detailed in the school’s charter and subsequent charter amendments. Some charter goals can only be measured quantitatively. The Qualitative Site Review (QSR) team recorded evidence of what the school is doing on the ground to meet these quantitative goals. During the charter review or charter renewal process, DC PCSB staff will use quantitative data to assess whether the school met those goals.

Mission and Goals	Evidence
<p>Mission: The mission of Community College Preparatory Academy is to provide the education and skills development that will empower and prepare under-credited adults for postsecondary education success, viable employment and lifelong learning.</p>	<p>Students spanning a variety of ages learned in classes oriented towards GED preparation and CTE certifications. Each student is assigned a Student Success Specialist (SSS) who creates an individualized learning plan upon student enrollment. Observers saw SSS’ pull students for bi-weekly check-ins during the observation window.</p> <p>The school promotes viable employment opportunities through its CTE programs. In these observations several teachers connected the learning tasks to what students would be doing “on site” of their future workplace. The school posts the number of CTE certifications earned to date in each CTE classroom at all three facilities.</p> <p>Observers noted evidence that Community College Prep PCS promotes lifelong learning. In one observation, a student said, “I already got the GED. Now I’m back to get my Microsoft certification and this time I brought my son to get the certification for himself.” In a few observations former students who had passed the GED or CTE exams volunteered to tutor students preparing for final exams.</p>
<p>PMF Goal #1: Student Progress: Students improving one or more goals in ABE or ESL performance <i>Student academic growth over the course of a program year</i></p>	<p>Teachers in learning labs referenced each student’s individual progress logs, which track their assignments as well as their progress towards the GED. Growth in the learning labs is measured through GED preparation in which each student must</p>

Mission and Goals	Evidence
	<p>earn an 80% or higher on interim quizzes before progressing to the next standard. In several classes students were working to achieve 80% mastery on a given set of objectives. All classrooms had visual displays of objective completion. When students achieved 80% mastery of the day's standard, they moved the star with their name on it to the "Daily Stars" board. Students earn incentives with their daily stars such as snacks, juice, and raffle tickets.</p>
<p>PMF Goal #2: Student Achievement: Secondary credential attainment <i>Students who complete a program of study to earn a secondary credential (GED/NEDP)</i></p>	<p>All the learning lab instructors referenced the goal of working towards passing the GED in their stated lesson objective. Students who passed a portion of the GED were publically recognized in classroom and hallway displays at all three facilities.</p> <p>In learning labs students progressed through math, reading/social studies, and science lessons on computer- based programs that teachers actively monitored in real time. Students chose from software options and teachers circulated to each student to provide individual feedback or coaching on a given topic.</p> <p>The QSR team also observed direct instruction of math, reading/social studies, and science. These observations were marked by high levels of participation as teachers used a traditional "I do" mini-lesson followed by a "we do" guided practice and ending with a "you do" assessment that student completed either individually or in groups. In most observations students asked clarifying questions and requested extra help during independent practice as needed.</p>
<p>PMF Goal # 3: Career and College Readiness: Employment and postsecondary outcomes</p>	<p>The QSR team observed Microsoft Office Suite, CompTia, and OSHA classes during the two-week window. In each observation</p>

Mission and Goals	Evidence
<p><i>Preparedness for students' employment and/or entry in postsecondary</i></p>	<p>teachers explicitly communicated the importance of the class for new employment/career opportunities in the District. Most students were in the final preparation stages before their final exams and demonstrated their commitment by asking questions and working diligently through review books with their peers, teachers, and tutors.</p> <p>While teachers referenced the goal of passing the GED in core content classes, and certification exams in CTE classes, the QSR team did not observe teachers explicitly tying instruction to other postsecondary opportunities.</p>
<p>PMF Goal #4: Leading Indicators: Predictors of future student progress and achievement <i>Students' attendance and retention rates</i></p>	<p>DC PCSB measures attendance to evaluate the climate of a school. DC PCSB believes that if students are not in school, they lose opportunities for learning. On each day of observations the school had attendance rates above 49.5%, which is the floor of the Performance Management Framework for adult schools.</p> <p>In-seat attendance on the days the QSR team conducted observations: Visit 1: May 17, 2017 – 59.0% Visit 2: May 23, 2017 – 69.0% Visit 3: May 24, 2017 – 61.0% Visit 4: May 25, 2017 – 56.0%</p>

THE CLASSROOM ENVIRONMENT²

This table summarizes the school’s performance on the Classroom Environments domain of the rubric during the unannounced visits. The label definitions for classroom observations of “distinguished,” “proficient,” “basic,” and “unsatisfactory” are those from the Danielson framework. The QSR team scored 96% of classrooms as “distinguished” or “proficient” for the Classroom Environment domain.

The Classroom Environment	Evidence	School Wide Rating	
Creating an Environment of Respect and Rapport	<p>The QSR team scored an impressive 100% of the observations as distinguished or proficient in this component. The tone between and among students and teachers was highly respectful throughout the observation window. In distinguished observations teachers showed respect for students lives outside of the classroom by asking about their children, work schedules, and transportation concerns. In one observation the teacher allowed a student to pass around a picture of his new baby. All of the students expressed excitement and congratulations for their peer. When students answered academic questions incorrectly, the teachers respected student dignity in responses such as, “Great start. Can someone add to her answer?” or “Let’s go back to your notes together to make sure you get this right.” In another observation the teacher enthusiastically welcomed the “family unit” that registered for the new class session. When a student walked in late, the teacher said, “Good morning, X! I thought you had to work today-you tricked me! We are so glad you’re here.” In all observations teachers celebrated student successes. On several occasions students were eager to help one another with learning tasks and did so freely without teacher prompting.</p>	Distinguished	42%
		Proficient	58%
	<p>The QSR team rated none of the observations as basic in this component.</p>	Basic	0%

² Teachers may be observed more than once by different review team members.

The Classroom Environment	Evidence	School Wide Rating	
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Establishing a Culture for Learning	The QSR team scored an impressive 100% of the observations as distinguished or proficient in this component. In all observations teachers used a uniform tracking system using cardstock stars. Students who mastered the day's objective got to move the star with their name on it to the "success wall." Students who passed a portion of the GED had special stars posted in each classroom.	Distinguished	23%
	In one distinguished observation a student was upset about his test results. The teacher said, "Please, please, please, don't get discouraged. You know this information. The fact of the matter is you can do it." Students actively encouraged one another's successes with high-fives and small celebratory dances. When one student looked at his warm-up, he said, "Piece of cake for me!" In another observation the teacher stated, "We don't have time to chill in here because the work is too important."	Proficient	77%
	The QSR team rated none of the observations as basic in this component.	Basic	0%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%

The Classroom Environment	Evidence	School Wide Rating	
Managing Classroom Procedures	<p>The QSR team scored a high 92% of the observations as distinguished or proficient in this component. In these observations classrooms ran smoothly with little loss of instructional time. Students were very knowledgeable about where the resources and supplies were in each classroom. Students had no trouble logging into computers and retrieving supplies such as pencils, calculators, and paper when needed. Students asked quietly if it was okay to take a quick break. They then stepped out for five-seven minutes before returning to class and immediately getting back on task. The students that arrived late signed the attendance sheet, and quietly moved to their seats.</p>	Distinguished	8%
		Proficient	84%
	<p>The QSR team scored less than 10% of observations as basic in this component.</p>	Basic	8%
	<p>The QSR team scored none of the observations as unsatisfactory in this component.</p>	Unsatisfactory	0%
Managing Student Behavior	<p>The QSR team scored a high 92% of the observations as distinguished or proficient in this component. More than half of observations were distinguished because there was no evidence of any misbehavior. The tone of interactions between students and teachers was highly respectful across all classes. In observations that scored proficient in this component, teachers had to remind students of classroom rules, particularly around improper use of technology. In these instances students immediately re-directed and focused on the learning task. Students teased each other and their teachers in a good-natured fashion. In one observation the teacher asked if anyone needed her to go through the steps one more time. A student exclaimed, "Yes, please! You're so fast you're like Busta Rhymes!" The teacher and all the students laughed.</p>	Distinguished	54%
		Proficient	38%

The Classroom Environment	Evidence	School Wide Rating	
	The QSR team scored less than 10% of observations as basic in this component.	Basic	8%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%

INSTRUCTION

This table summarizes the school’s performance on the Instruction domain of the rubric during the unannounced visits. The label definitions for classroom observations of “distinguished,” “proficient,” “basic,” and “unsatisfactory” are those from the Danielson framework. The QSR team scored 82% of classrooms as “distinguished” or “proficient” for the Instruction domain.

Instruction	Evidence	School Wide Rating	
<p>Communicating with Students</p>	<p>The QSR team scored a high 92% of the observations as distinguished or proficient in this component. In several observations students worked on unique computer-based assignments in the learning lab. Students clearly understood their individual assignment and teachers circulated to explain the various objectives. One teacher sat down with a student and explained the difference between independent and dependent variables and then rotated to a second student who was working on a reading comprehension passage.</p>	Distinguished	8%
	<p>The learning objectives for the class were clearly posted on the board in each observation. During direct instruction teachers modeled the steps of the given learning task and demonstrated strong command of the academic vocabulary of the content. The majority of students engaged in independent practice throughout the lessons, indicating that they could follow through with what was expected to master the day’s objective.</p>	Proficient	85%
	<p>The QSR team scored less than 10% of observations as basic in this component.</p>	Basic	8%
	<p>The QSR team scored none of the observations as unsatisfactory in this component.</p>	Unsatisfactory	0%

Instruction	Evidence	School Wide Rating	
Using Questioning/Prompts and Discussion Techniques	<p>The QSR team scored 75% of the observations as distinguished or proficient in this component. In these observations teachers asked open-ended questions, inviting students to think and/or offer multiple possible answers. The teachers built upon student responses to engage students in the discussion. Teachers asked questions such as, "What's happening in the story?" and "What does that number represent in this problem?" or "Walk me through how you would simplify this fraction." Teachers invited students to justify their answers with questions such as, "How did you come up with that?" or "How do you determine your next step?"</p> <p>In some classes students reviewed for a final exam and teachers appropriately used questions with single correct answers. These observations were rated as proficient given the effectiveness of the review strategy for technical certification exams. Teachers called on students who didn't initially volunteer and many students actively engaged in the discussion. In one observation students reviewed for their OSHA exam with a Jeopardy game.</p>	Distinguished	8%
		Proficient	58%
	<p>The QSR team scored 25% of the observations as basic in this component. In these observations some students did not participate. In one observation only a small number of students (5/19) answered questions throughout the 40-minute observation. In another observation one student was allowed to sit silently during the entire 30-minute small group discussion, sometimes looking off into space.</p>	Basic	25%

Instruction	Evidence	School Wide Rating	
	The QSR team scored less than 10% of observations as unsatisfactory in this observation.	Unsatisfactory	8%
Engaging Students in Learning	The QSR team scored 85% of observations as distinguished or proficient in this component. In distinguished observations all students remained engaged for the duration of the lesson. A computer-based tracking system differentiated learning tasks in core classes to be on pace with individualized students' progress. In one observation a few students were analyzing a text while others were conducting a science experiment on plant growth. In these observations students maintained on-task discussions with one another. In one math class several students conferred with one another as they worked through a shared problem set.	Distinguished	23%
		Proficient	62%
	The QSR team scored 15% of observations as basic in this component. In these observations the pacing of the lesson was uneven. In one observation students who completed their warm-up sat idly for over five minutes before direct instruction began. In another observation a teacher asked students to follow along on their own computers. Some students sat passively without following along on their computers for at least a portion of the observation. A few students in this observation were scrolling through their phones under their desks.	Basic	15%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%

Instruction	Evidence	School Wide Rating	
Using Assessment in Instruction	<p>The QSR team scored 75% of observations as distinguished or proficient in this component. Teachers circulated throughout most lessons to check student progress and ask specific questions to gauge student understanding. In one observation a teacher said, "Did you finish all of your multiple-choice questions? Pull it up and let's take a look." In another the teacher said, "Don't just stop at the whats, the whens, and the hows. Really think and tell me <i>why</i>."</p>	Distinguished	8%
	<p>One student struggled to reach the 80% score needed to pass the day's objective. The teacher offered a solution: "Why don't you write down each of your steps on paper instead of the computer so I can help you pinpoint exactly where you made your mistakes?" The student thanked the teacher and they worked together until the student reached 80% mastery. Teachers referred to online deadlines and students were aware of the assessment criteria.</p>	Proficient	67%
	<p>The QSR team scored 17% of observations as basic in this component. In these observations students were not prompted to explain their thinking. Teachers asked vague assessment questions, such as, "Do you need me to go over anything else?" In another observation some students did not understand how to do the warm-up problems. When the teacher did them on the board, a student couldn't articulate what part he didn't understand. Instead of probing, the teacher said, "That's ok. It's like riding a bike. Sometimes you fall off and you get back on." The teacher moved on to the next problem without addressing the student's misunderstanding.</p>	Basic	17%

Instruction	Evidence	School Wide Rating	
	The QSR team scored less than 10% of observations as unsatisfactory in this component.	Unsatisfactory	8%

APPENDIX I: THE CLASSROOM ENVIRONMENT OBSERVATION RUBRIC

The Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, putdowns, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among member of the class.
Establishing a Culture for Learning	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assumes much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates as passionate commitment to the subject.
Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teachers' response to student misbehavior is sensitive to individual student needs.

APPENDIX II: INSTRUCTION OBSERVATION RUBRIC

Instruction	Unsatisfactory	Basic	Proficient	Distinguished
Communicating with Students	Teacher's oral and written communication contains errors or is unclear or inappropriate to students. Teacher's purpose in a lesson or unit is unclear to students. Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion. Teacher attempts to explain the instructional purpose, with limited success. Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher communicates clearly and accurately to students both orally and in writing. Teacher's purpose for the lesson or unit is clear, including where it is situation within broader learning. Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. Makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking purpose to student interests. Explanation of content is imaginative, and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
Using Questioning and Discussion Techniques	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven with some high-level question; attempts at true discussion; moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
Engaging Students in Learning	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials or uneven quality, inconsistent representation of content or uneven structure of pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contribution to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
Using Assessment in Instruction	Students are unaware of criteria and performance standards by which their work will be evaluated, and do not engage in self-assessment or monitoring. Teacher does not monitor student learning in the curriculum, and feedback to students is of poor quality and in an untimely manner.	Students know some of the criteria and performance standards by which their work will be evaluated, and occasionally assess the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of the class as a whole but elicits no diagnostic information; feedback to students is uneven and inconsistent in its timeliness.	Students are fully aware of the criteria and performance standards by which their work will be evaluated, and frequently assess and monitor the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information; feedback is timely, consistent, and of high quality.	Students are fully aware of the criteria and standards by which their work will be evaluated, have contributed to the development of the criteria, frequently assess and monitor the quality of their own work against the assessment criteria and performance standards, and make active use of that information in their learning. Teacher actively and systematically elicits diagnostic information from individual students regarding understanding and monitors progress of individual students; feedback is timely, high quality, and students use feedback in their learning.

Appendix C



Community College Preparatory Academy PCS
COMPLIANCE REVIEW REPORT
2013-2014

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Discipline Policy and Due Process	Student handbook or other written document that outlines the school's discipline policy and procedures	Compliance with School Reform Act Section 38-1802.06 (g); guidance for PCSB staff when contacted by parents	COMPLIANT	
Attendance Policy	Student handbook or other written document that outlines the school's attendance policy and procedures	Compliance with the Attendance Accountability Amendment Act; fidelity to the school's charter	COMPLIANT	
Student Health	Option 1: Notice of assigned nurse on staff Option 2: Copy of staff certificate to administer medications	Compliance with School Reform Act Section 38-1802.04 (c)(4) and the Student Access to Treatment Act of 2007	N/A	Adult School--not mandated
Student Safety	Current roster of all employees and volunteers (working greater than 10 hours at the school) with indication that background check has been conducted Sexual Violation Protocol Assurance Policy School Emergency Response Plan (Assurance letter)	Compliance with School Reform Act Section 38-1802.04 (c)(4) Compliance with Mandated Reporter laws in DC Code Section 4-1321.02 Compliance with School Reform Act Section 38-1802.04 (c)(4)	COMPLIANT COMPLIANT COMPLIANT	



Community College Preparatory Academy PCS
COMPLIANCE REVIEW REPORT
2013-2014

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Charter School Employees	Employee handbook or other written document on policies and procedures governing employment at the school	Compliance with School Reform Act Section 38-1802.04, 38-1802.07, FERPA, the Public Education Reform Amendment Act of 2007, and applicable state and federal employment laws	COMPLIANT	
Insurance	Certification that appropriate levels of insurance have been secured	Compliance with School Reform Act Section 38-1802.04 (b)(4)	COMPLIANT	
Occupancy, Lease and License for the Facility	Certificate of occupancy with an occupant load equal or greater than the number of students and staff in the building	Compliance with School Reform Act Section 38-1802.04 (c)(4)	COMPLIANT	
	Lease/Purchase Agreement (submitted for new campuses or new leases only)		COMPLIANT	
	Basic Business License		N/A	Adult school--does not serve lunch, BBL not required
Highly Qualified Teachers: Elementary and Secondary Education Act (ESEA)	For Title I schools, teacher roster with HQ status, and how the status was met; action plans indicated for all non-HQT staff	Compliance with ESEA guidance to ensure that all elementary and secondary subject area teachers are highly qualified	N/A	



Community College Preparatory Academy PCS
COMPLIANCE REVIEW REPORT
2013-2014

INDICATOR	DOCUMENTATION	RATIONALE	COMPLIANCE STATUS	COMMENTS
Fiduciary Duty: Board of Trustees	Board roster	Compliance with School Reform Act Section 38-1802.05	COMPLIANT	
	Board meeting minutes submitted		COMPLIANT	
	Board calendar with meeting dates		COMPLIANT	
	Board Bylaws (submitted for new LEAs or revised bylaws only)		COMPLIANT	
Articles of Incorporation	Articles of Incorporation (submitted for new LEAs or revisions only)	Compliance with School Reform Act Section 38-1802.04	COMPLIANT	
Special Education	Continuum of Services Chart	Compliance with DCMR Rule 5-E3012 and IDEA §300.115	COMPLIANT	
Litigation Status	Litigation Proceedings Calendar (or non-applicable memo)	Compliance with School Reform Act Section 38-1802.11 (a)	COMPLIANT	
School Calendar	School Calendar	Compliance with School Reform Act Section 38-1802.11 (a)	COMPLIANT	
High School Courses for Graduation	High School Course Offering	Compliance with School Reform Act Section 38-1802.11 (a); school's charter	N/A	
Annual Report	Annual Report (SY 2012-2013)	Compliance with the School Reform Act Section 38-1802.04 (c) (11)	N/A	New School
Accreditation Status	Letter or license of accreditation or seeking accreditation (schools at least 5 years in operation)	Compliance with School Reform Act Section 38-1802.02 (16)	N/A	New school

SY 2014-2015 DC Public Charter School Board Compliance Review Report

For LEA/Campus: *Community College Prep PCS*

February 23, 2015

Requirement	Compliance Status	Due	On Time
Charter's Board Calendar	Compliant	7/25/14	✓
Fire Drills	Compliant	7/25/14	✗
School Calendar	Compliant	7/25/14	✓
Monthly Financial Statements - June	Compliant	7/31/14	✗
Summer School Enrollment Roster - July	Compliant	7/31/14	✗
Annual Teacher and Principal Evaluation Reflection (Campus)	Compliant	8/1/14	✗
Annual Teacher and Principal Evaluation Reflection (LEA)	Compliant	8/15/14	✓
Auditor Engagement Letter	Compliant	8/15/14	✓
Summer School Attendance	Compliant	8/15/14	✗
Summer School Enrollment Roster - August	Compliant	8/15/14	✗
Charter School Athletics Compliance	Compliant	8/31/14	✗
Professional Development Calendar (Title I Schools)	Compliant	9/30/14	✗
Annual Report SY2013-2014	Compliant	10/7/14	✓
Accreditation	Compliant	10/10/14	✗
Basic Business License	Compliant	10/10/14	✗
Board Meeting Approved Minutes	Compliant	10/10/14	✗
Board Roster	Compliant	10/10/14	✗
Certificate of Insurance	Compliant	3/16/15	✓
Certificate of Occupancy	Compliant	10/10/14	✗
Employee Handbook: Employment Policies	Compliant	10/10/14	✗
Lease/Purchase Agreement - Certification of Completion	Compliant	10/10/14	✗
Litigation Proceedings Calendar	Compliant	10/10/14	✗
School Emergency Response Plan	Compliant	10/10/14	✗
School Nurse Notification OR Certified Staff to Administer Medication	Compliant	10/10/14	✗

Sexual Violation Protocol Assurance Letter	Compliant	10/10/14	X
SPED-Continuum of Services	Compliant	10/10/14	X
Staff/Volunteer Roster and Background Checks - 10/10/2014	Compliant	10/10/14	X
Student Handbook	Compliant	10/10/14	X
Charter Amendment - Charter Request	Compliant	10/15/14	✓
Increase Enrollment Ceiling - Charter Request	Compliant	10/15/14	✓
Quarterly Financial Statements - 1st	Compliant	10/31/14	X
Audited Financial Statements - FAR Data Entry Form	Compliant	3/16/15	✓
Application (for new student enrollment)	Compliant	12/5/14	X
Fire Drills	Compliant	12/5/14	X
Lottery Procedures	Compliant	12/5/14	✓
Facilities Expenditure Data Inputs	Compliant	12/15/14	X
Audited Financial Statements	Compliant	12/16/14	X

SY 2014-2015 DC Public Charter School Board Compliance Review Report - Contracts Submission

For LEA/Campus: *Community College Prep PCS*

Requirement	Compliance Status	Due	On Time
Contracts	2 Submitted	3 days after contract is awarded	2 of 2

Date of Submission to PCSB	Name of Charter School	Vendor	Services to be Provided	Effective Date of Contract-10 days (SRA)	Value of Contract	# of Days Between Date of Contract Award to Vendor & Submission to PCSB
9/3/14	Community College Preparatory Academy PCS	Kendall, Prebola & Jones	Auditing	9/13/14	\$24,400	Compliant
10/9/14	Community College Preparatory Academy PCS	District Computers	IT	10/19/14	\$130,500	Compliant

2014-15 Compliance Review Requirements

Requirement	Description
2014-15 School Calendar	<p>Calendar must include the following:</p> <ul style="list-style-type: none"> -minimum 180 days of school (6+ hours) -first and last day of school listed -start and end times listed -instructional days and holidays listed -make-up days for inclement weather listed -indicate staggered start dates if applicable <p>*If different campuses within the LEA have different calendar days, please make note on the calendar, or submit separate calendars for each campus</p>
Charter Board Calendar	List of all days the Board of Trustees is scheduled to meet for the 2014-2015 school year (this schedule should reflect what is in the school's bylaws)
High School Course Offering--Assurance	All courses and credits offered to high school students; include graduation requirements
Fire Drill Schedule	<p><u>Fire drill schedule</u></p> <ul style="list-style-type: none"> -Must include TWO drills within the first two weeks of the school year -monthly thereafter (total of 10 per year)
Audited Financial Statement Engagement Letter - FY2015	The annual examination and evaluation of the financial statements of a charter school. The audit is performed by a PCSB approved auditor.
Monthly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
Charter School Athletics Compliance	Evidence that appropriate medical/ trainer personnel are present at every interscholastic sporting event; fill out the template provided
Annual Report	<p><u>2013-14 Annual Report includes:</u></p> <ul style="list-style-type: none"> -Narrative (description of performance and progress; goal attainment; school program) -Data Report -Appendices (staff roster; board roster; financials)
Monthly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
ESEA Focus and Priority Schools (Cohort I): Update web-based Intervention/Turnaround Plan	Assurance letter stating that the school has updated their Improvement plan in web-based tool.
ESEA Focus Schools: web-based Sub-group Intervention Plan	Assurance letter stating that the school uploaded their plan for supporting Focus sub-groups into web-based tool

2014-15 Compliance Review Requirements

Requirement	Description
Professional Development Calendar, Title I schools	Include all activities related to professional development. (As part of its accountability functions under Title I, Part A of ESEA for District public charter schools, PCSB must review, at least annually, each public charter school's activities related to professional development.)
Early Childhood Assessments	EC PMF assessment form indicating what assessments the school plans to administer for the current school year. Each school with early childhood grades (PK3-2) must let PCSB know which assessments the school will be held accountable to for the EC PMF.
Certificate of Occupancy	Includes school name and current address; Occupancy load on form is equal to or greater than the sum of staff and students
Insurance Certificate	Includes: general liability, directors and officers liability, umbrella coverage, property/lease insurance, auto liability insurance, workers compensation (or all coverage listed in school's charter agreement); should include all addresses/campuses of an LEA
Basic Business License	Current Basic Business License
School Nurse Notification OR Certified Staff to Administer Medicine	DOH notice of assigned nurse on staff; OR copy of staff certificate to administer medications (not expired)
Board Roster	<p>Board makeup must include:</p> <ul style="list-style-type: none"> -Odd number of voting members (odd number of voting members/ doesn't include ex-officio) -Greater than 3 but no more than 15 -Majority of members residing in DC (include address or city of residence) -2 parent members (voting members) * <p><i>*Adult schools may use alumnae or adult students to satisfy the parent requirement</i></p>
Litigation Proceedings Calendar	Includes schedule of litigation or federal complaints issued against the school, includes: SPED-related legal proceedings, settlement agreements, and hearing officer decisions pending or occurring in the past school year; federal complaints issued against the school within the past year; or non-applicable memo
Board Meeting Minutes--1st Quarter	Minutes from all board meetings held/ approved between July and October 2014; should reflect decisions made by the Board that are consistent with the Charter granted to the school, the School Reform Act, and applicable law
School Emergency Response Plan	Evidence or assurance that the school worked with Student Support Center to develop their Emergency Response Plan. OR , an assurance letter confirming that the school has established procedures, protocol and drills in order to respond to potential crises (i.e., fire, tornado, earthquake, hurricane, lockdown, active shooter, health outbreak/ communicable diseases). The plan must be aligned with the guidelines of agencies such as Fire and EMS, MPD, and CFSA.
Sexual Violation Protocol	An assurance letter confirming that the school's policy regarding sexual violations has been read by all staff members <i>*Should confirm staff's understanding of their obligation for reporting sexual abuse of student.</i>

2014-15 Compliance Review Requirements

Requirement	Description
Child Find Policy	An LEA's Child Find procedures should include, but is not limited to, a written description of how the LEA conducts: <ul style="list-style-type: none"> • Part C Identification (if applicable to your student population)- Assessment, Obtaining Consent, Determining Eligibility, Referral, Evaluation, Assessment • Part B Identification- Transitioning students from Part C to Part B (if applicable to your student population), Public Awareness, Screening, Referral, Evaluation, Assessment
Staff Roster & Background Checks	Staff/volunteer name, position, indication that background check has been conducted within the past TWO years <i>*All volunteers working more than 10 hrs/ week must have background checks</i>
Employee Handbook (or submit individual policies)	Includes school board-approved policies around compliance with applicable employment laws including: <ul style="list-style-type: none"> *sexual harassment *equal opportunity *drug-free workplace *complaint Resolution Process *Whistle blower Policy (best practice, not mandatory)
Accreditation	Letter and/or license of accreditation; or memo explaining where in the process the school is (undergoing accreditation); Schools not yet 5 years old may submit an N/A memo if they have not begun the accreditation process
SPED--Continuum of Services	Description of the school's continuum of services available to students with disabilities (template accurately filled out)
Student Handbook or submit policies: *Discipline Policy *Attendance Policy *Safeguard of Student Information	<p>Discipline Policy</p> <ul style="list-style-type: none"> -clear explanation of infractions -clear explanation of consequences (basis for suspensions/ expulsions) -manifestation determination process for students with disabilities -due process and appeals procedures for student/ parents for disciplinary incidents <p>Attendance Policy</p> <ul style="list-style-type: none"> -clear explanation of consequences of tardiness and absences -clear explanation of what constitutes an excused absence (including documentation required) -aligned with state law (i.e., truancy mandatory reporting, Attendance Accountability Act of 2013) <p>Safeguard of Student Information Policy--aligns with FERPA regulations</p>
Lease	Lease
Charter Renewal Application	PCSB requests that schools submit charter renewal applications by this suggested date
Enrollment Ceiling Increase Request	Request to increase maximum student enrollment level beyond what is currently in the charter
Charter Amendment	Submission of requests and notifications of changes in the charter agreement (refer to charter amendment guidelines)

2014-15 Compliance Review Requirements

Requirement	Description
Monthly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
Quarterly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
Audited Financial Statements	The annual examination and evaluation of the financial statements of a charter school. The audit is performed by a PCSB approved auditor.
Audited Financial Statements - FAR Data Entry Form	Use the FAR Data Entry Form to upload data from your school's financial statement for the Finance and Audit Review report.
Monthly Financial Statements - FY2015	Statement of Activities and Statement of Financial Position (for the period ending and year-to-date). The files must be submitted in Excel.
Annual Financial Audit - PCSB Schedules - FY2014	Submission of functional expense schedule and contracts schedule using PCSB template. The file must be submitted in Excel.
Enrollment Projections	Forecast of the student enrollment for the subsequent school year. It must be submitted in Excel.
ESEA Focus and Priority Schools (Cohort I): Update web-based Intervention/Turnaround Plan	Update--Assurance letter stating that the school has updated their Improvement plan in web-based tool.
2015-2016 Student Application	<p>Application may only ask: student name, date of birth, grade level, address, gender, siblings currently attending school; parent/guardian name, parent/ guardian address, parent/ guardian phone number</p> <p>Must NOT contain questions referring to IEPs or SPED, birth certificate, report cards, nationality, race, language, interview</p> <p>*should include a non-discrimination clause</p>
2015-2016 Lottery Procedures	Lottery date; explanation of provisions for waitlisted students; provisions for notifying students of placement
Fire Drills Conducted	List of dates the school has conducted a fire drill thus far in the year; tentative dates for drills for remainder of year

SY 2015-2016 DC Public Charter School Board Compliance Review Report

Community College Preparatory Academy PCS

January 22, 2016

Requirement	Compliance Status	Due	On Time
Charters Board Calendar	Compliant	7/28/15	✓
Fire Drill Schedule	Compliant	7/28/15	✓
School Calendar	Compliant	7/28/15	✓
Auditor Engagement Letter FY2015	Compliant	8/17/15	✓
Annual Teacher and Principal Evaluation Reflection (Campus)	Compliant	8/31/15	✓
Annual Teacher and Principal Evaluation Reflection (LEA)	Compliant	8/31/15	✓
Charter School Athletics Compliance	Compliant	8/31/15	✓
Monthly Financial Statements - July	Compliant	8/31/15	✓
Annual Report	Compliant	9/8/15	✓
Adult Education Assessments	Compliant	9/30/15	✓
Professional Development Calendar (Title I Schools)	Compliant	9/30/15	✓
Monthly Financial Statements - August	Compliant	9/30/15	✓
Lease/Purchase Agreement - Certification of Completion	Compliant	10/8/15	✗
Litigation Proceedings Calendar	Compliant	10/8/15	✗
Certificate of Occupancy	Compliant	10/8/15	✓
Title IX	Compliant	10/8/15	✗
Child Find Policy	Compliant	10/8/15	✗
Certificate of Insurance	Compliant	10/8/15	✗
School Nurse Notification/Certified Staff to Administer Medication	Compliant	10/8/15	✗
School Emergency Response Plan	Compliant	10/8/15	✗
Board Roster	Compliant	10/8/15	✗
Sexual Violation Protocol Assurance Letter	Compliant	10/8/15	✗
Staff/Volunteer Roster and Background Checks	Compliant	10/8/15	✗
Student/Family Handbook	Compliant	10/8/15	✗
Employee Handbook: Employment Policies	Compliant	10/8/15	✗
Accreditation	Compliant	10/8/15	✗
ADA	Compliant	10/8/15	✗
Board Meeting Approved Minutes - 1st Quarter	Compliant	10/8/15	✗
ELL	Compliant	10/8/15	✗
Staff Preference	Compliant	10/8/15	✗
SPED-Continuum of Services	Compliant	10/8/15	✗
Monthly Financial Statements - September	Compliant	10/31/15	✓
Monthly Financial Statements - October	Compliant	11/30/15	✓
Audited Financial Statements - FAR Data Entry Form 2014-2015	Compliant	12/1/15	✓
Audited Financial Statements 2014-2015	Compliant	12/1/15	✓
Student Application (Schools Not Participating in MySchoolsDC)	Compliant	12/8/15	✗
Lottery Procedures (Schools Not Participating in MySchoolsDC)	Compliant	12/8/15	✗
Fire Drills Conducted	Compliant	12/8/15	✗
Basic Business License	Compliant	N/A	✓
DC Non-Profit Status	Compliant	N/A	✓

SY 2015-16 DC Public Charter School Board Compliance Review Report - Contract Submission Summary
Community College Preparatory Academy PCS

This report summarizes the school's compliance with contract submission requirements for Fiscal Year 2015 (July 1, 2014 - June 30, 2015).

Cells highlighted in the following table indicate that the school did not submit contract information for an expenditure over \$25,000. If you believe that DC PCSB is missing records or flagging expenditures in error, please contact Mikayla Lytton at mlytton@dcpcsb.org.

Expenditures over \$25,000 <i>(submitted as part of the audited financial statements)</i>						
Vendor Name	Services Provided	Value	Submitted for Bid?	Explanation, if No	If Renewal, when was contract bid?	DC PCSB Review Notes
Capital Services Management, Inc.	Building Maintenance	\$ 128,735	Yes			No Epicenter submission
CareFirst BCBS	Health Insurance	\$ 146,153	No			While broker-procured services do not need to be bid, DC PCSB requires that the school submit evidence that the broker solicited such services from a range of providers.
Cedar Tree Academy	Rent	\$ 216,000	No			
District Computers	IT Manage Service	\$ 42,432	Yes			
Laser Art	Office Supplies/Materials/Furniture	\$ 59,188	No	This was for several transactions. No one transaction exceeded \$25k		
Pearson Education	Textbooks/Software	\$ 272,800	No			No Epicenter submission
R. Emmanuel Bell Consulting	IT Helpdesk Training	\$ 99,000	Yes			
Raffa PC	Bookkeeping/Accounting	\$ 54,421	Yes			No Epicenter submission

Cells highlighted below indicate that the contract was not submitted timely or was not bid appropriately.

Submitted Contracts <i>(submitted to Epicenter throughout the fiscal year)</i>							
Vendor Name	Services Provided	Value	Submission Date	Award Date	Contract Effective Date	Bid Appropriately?	Timely Submitted?
Kendall, Prebola & Jones	Auditing	\$ 24,400.00	9/3/2014	8/15/2014	9/13/2014	Y	Untimely
District Computers	IT	\$ 130,500.00	10/9/2014	10/1/2014	10/19/2014	Y	Untimely
R. Emmanuel Bell Consulting dba H.O.P.E. Project	Help Desk Career Training	\$ 375,000.00	3/25/2015	3/16/2015	4/4/2015	Y	Untimely

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
7/28/2015	2015-16 School Calendar	<p>Calendar must include the following: -minimum 180 days of school (6+ hours)* -first and last day of school listed -start and end times listed -instructional days and holidays listed -make-up days for inclement weather listed -indicate staggered start dates if applicable If different campuses within the LEA have different calendar days, please make note on the calendar, or submit separate calendars for each campus</p> <p>*If the school has received permission from PCSB to waive the 6-hour requirement, please make that notation on the school calendar</p> <p>**All Adult Education Programs must include start and end dates for each semester and orientation period</p>	LEA	All Schools
7/28/2015	Charter Board Calendar	List of all days the Board of Trustees is scheduled to meet for the 2015-2016 school year. This calendar must also include an assurance statement that the number of meetings is no fewer than what is stated in the school's bylaws.	LEA	All Schools
7/28/2015	High School Course Offering	<p>All courses and credits offered to high school students; include graduation requirements</p> <p>Note: All schools should have the minimum DC graduation course requirements (unless already specified otherwise in the school's charter agreement). Any school that wishes to change their graduation requirements to require less than what OSSE mandates must submit a charter amendment request.</p>	Campus	High Schools ONLY
7/28/2015	Fire Drill Schedule	Fire drill schedule -Must include TWO drills within the first two weeks of the school year -monthly thereafter (total of 10 per year)	Campus (1 for each facility)	All Schools
8/17/2015	Audited Financial Statement Engagement Letter - FY2015	The annual examination and evaluation of the financial statements of a charter school. The audit is performed by a PCSB approved auditor.	LEA	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
8/31/2015	Monthly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	New Schools opening in SY 2015-2016; PCSB identified schools
8/31/2015	Charter School Athletics Compliance	Evidence that appropriate medical/ trainer personnel are present at every interscholastic sporting event; fill out the template provided	Campus	All schools that offer sports
8/31/2015	Annual Teacher and Principal Evaluation Reflection (SY 2014-15)	This reflection details a brief summary of the evaluation process, a classification of the number of teachers and principals in each performance area and next steps for improving your school's evaluation process. Required for PCSB monitoring of Principle 3 of the ESEA Waiver.	LEA and Campus	Title 1 Schools
9/8/2015	Annual Report	<p>2014-15 Annual Report is one document that includes:</p> <ul style="list-style-type: none"> -Narrative (including goal attainment with a description of whether each charter goal was "met" or "missed" and evidence explaining why) -Data Report -Appendices (staff roster; board roster; financials) 	LEA	All Schools in operation SY 2014-2015

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
9/30/2015	Monthly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	New Schools opening in SY 2014-2015; PCSB identified schools
9/30/2015	ESEA Focus and Priority Schools (Cohort II&III): Update web-based Intervention/Turnaround Plan	Assurance letter stating that the school has updated their Improvement plan in web-based tool.	Campus	ESEA Focus and Priority Schools, Identified in SY 2013-2014 and those identified in SY 14-15.
9/30/2015	Professional Development Calendar (SY 2015-16), Title I schools	Include all activities related to professional development. (As part of its accountability functions under Title I, Part A of ESEA for District public charter schools, PCSB must review, at least annually, each public charter school's activities related to professional development.)	LEA	Title 1 Schools
9/30/2015	Adult Education Assessments	Adult education assessment form indicating what assessments the school plans to administer for the current school year. Each adult education program must let PCSB know which assessments the school will be held accountable to for the Adult Education PMF.	Campus	Adult Education Schools
9/30/2015	Early Childhood Assessments	EC Assessment Selection Form indicating what assessments the school plans to administer for the current school year. Each school with early childhood grades (PK3-2) must let PCSB know which assessments the school will be held accountable to for the EC/ES/MS PMF.	Campus	Early Childhood Schools
10/8/2015	Certificate of Occupancy	Includes school name and current address; Occupancy load on form is equal to or greater than the sum of staff and students	Campus (1 for each facility)	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
10/8/2015	Insurance Certificate	Includes: general liability, directors and officers liability, umbrella coverage, property/lease insurance, auto liability insurance, workers compensation (or all coverage listed in school's charter agreement); should include all addresses/ campuses of an LEA	LEA	All Schools
10/8/2015	School Nurse Notification OR Certified Staff to Administer Medicine	DOH notice of assigned nurse on staff; OR copy of staff certificate to administer medications (not expired)	Campus	All Schools
10/8/2015	Board Roster	Board makeup must include: -Odd number of voting members -Greater than 3 but no more than 15 -Majority of members residing in DC (include address OR city of residence) -2 parent members (voting members) *Please include all members' email addresses **Adult schools may use alumnae or adult students to satisfy the parent requirement	LEA	All Schools
10/8/2015	Litigation Proceedings Calendar	Includes schedule of litigation or federal complaints issued against the school, includes: SPED-related legal proceedings, settlement agreements, and hearing officer decisions pending or occurring in the past school year; federal complaints issued against the school within the past year; or non-applicable memo. *In addition to this annual requirement, please note schools are required to notify PCSB within seven days of receiving any new complaint	LEA	All Schools
10/8/2015	Board Meeting Minutes--1st Quarter	Minutes from all board meetings held/ approved between July and October 2015; should reflect decisions made by the Board that are consistent with the Charter granted to the school, the School Reform Act, and applicable law	LEA	All Schools
10/8/2015	School Emergency Response Plan	An assurance letter confirming that the school has established procedures, protocol and drills in order to respond to potential crises (i.e., fire, tornado, earthquake, hurricane, lockdown, active shooter, health outbreak/ communicable diseases). The plan must be aligned with the guidelines of agencies such as Fire and EMS, MPD, and CFSA.	Campus (1 for each facility)	All Schools
10/8/2015	Sexual Violation Protocol	An assurance letter confirming that the school's policy regarding sexual violations has been read by all staff members -should confirm staff's understanding of their obligation for reporting sexual abuse of students	Campus	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
10/8/2015	Child Find Policy	<p>An LEA's Child Find procedures should include, but are not limited to, a written description of:</p> <ul style="list-style-type: none"> -how the LEA transitions students from Part C to Part B (if applicable to your student population) -public awareness and universal screening -identification/referral -evaluation and assessment -serving the student <p>*Child Find Procedures apply to students 21 and under (Adult Education programs should also complete this requirement)</p>	LEA	All Schools (DCPS Dependent LEAs should complete the assurance that they comply with DCPS's Child Find Policies and Procedures)
10/8/2015	Staff Roster & Background Checks	<p>Staff/volunteer name, position, indication that background check has been conducted</p> <p>*All volunteers working more than 10 hrs/ week must have background checks</p>	Campus	All Schools
10/8/2015	Employee Handbook (or submit individual policies)	<p>Includes school board-approved policies around compliance with applicable employment laws including:</p> <ul style="list-style-type: none"> -sexual harassment -equal opportunity -drug-free workplace -staff complaint Resolution Process -whistle blower Policy (best practice, not mandatory) 	LEA	All Schools
10/8/2015	Accreditation	<p>Letter and/or license of accreditation; or memo explaining where in the process the school is (undergoing accreditation); Schools not yet 5 years old may submit an N/A memo if they have not begun the accreditation process</p> <p>*ALL schools in operation for five years or more must be accredited or may be subject to board action per PCSB's Accreditation Policy</p>	LEA	All Schools
10/8/2015	SPED--Continuum of Services	Description of the school's continuum of services available to students with disabilities (template accurately filled out)	Campus	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
10/8/2015	Student/Family Handbook or submit policies: *Discipline Policy *Attendance Policy *Safeguard of Student Information	<p>Discipline Policy -clear explanation of infractions and what leads to a suspension or expulsion -explanation of manifestation determination process for students with disabilities -due process and appeals procedures for parents if their child is issued a suspension or expulsion *Please note that substantive changes to the discipline policy must be submitted to PCSB as an amendment to the school's charter agreement.</p> <p>Attendance Policy -clear explanation of consequences of tardiness and absences -clear explanation of what constitutes an excused absence (including documentation required) -aligned with state law (i.e., truancy mandatory reporting, Attendance Accountability Act of 2013) -Grievance Procedure -- process for resolving parent/student complaints -Safeguard of Student Information Policy--aligns with FERPA regulations</p>	LEA	All Schools
10/8/2015	Lease	Lease	Campus (1 for each facility)	New Schools, Schools in a new facility Schools with a new lease agreement
10/8/2015	Staff Preference	<p>Assurance letter stating that enrollment based on staff preference is limited to 10% of the total student population or to 20 students, whichever is less.</p> <p>*If your school does not enact staff preference, please also submit an assurance letter making that clear</p>	LEA	All Schools
10/8/2015	ELL	Assurance letter attesting to and describing the school's compliance with laws and regulations related to the education of English Language Learners.	LEA	All Schools
10/8/2015	ADA	Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility.	Campus	All Schools
10/8/2015	Title IX	Assurance letter attesting to and describing the school's compliance with laws and regulations related to Title IX.	LEA	All Schools

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
10/31/2015	Monthly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	New Schools opening in SY 2015-2016; PCSB identified schools
10/31/2015	Quarterly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	All schools (except those submitting monthly financials)

School Year 2015-2016 Compliance Calendar

Due Date	Event/Document	Description (Must Haves)	Submitted for the LEA or Campus	Which Schools are Required to Submit?
11/30/2015	Monthly Financial Statements - FY2016	<p>Balance Sheet</p> <ul style="list-style-type: none"> -Breakout of current assets and current liabilities from long-term assets and liabilities; and -Breakout of restricted and unrestricted cash balances. <p>Income Statement</p> <ul style="list-style-type: none"> -Actuals reported on a monthly basis and all activity year-to-date; -Comparison of the actuals to the budget over the same year-to-date reporting period; -Cash flow activities/change in cash should be reported as well. These activities can be reported at the bottom of the income statement. Cash flows do not have to be detailed at the account level (e.g. depreciation and amortization, accounts payables). Schools only need to report cash activities at the Operating, Investing and Financing activities levels. <p>Schools can use the provided template or a different format. After the end of the first quarter of FY2016, submissions that do not include all of the required information will be considered incomplete and rejected from Epicenter.</p>	LEA	New Schools opening in SY 2015-2016; PCSB identified schools
12/1/2015	ESEA Focus and Priority Schools (Cohort II&III): Update web-based Intervention/Turnaround Plan	Update--Assurance letter stating that the school has updated their Improvement plan in web-based tool.	Campus	ESEA Focus and Priority Schools, Identified in SY 13-14 and those identified in SY 14-15.
12/1/2015	Audited Financial Statements	The annual examination and evaluation of the financial statements of a charter school. The audit is performed by a PCSB approved auditor.	LEA	All Schools
12/1/2015	Audited Financial Statements - FAR Data Entry Form	Use the FAR Data Entry Form to upload data from your school's financial statement for the Finance and Audit Review report.	LEA	All Schools
12/8/2015	2015-2016 Student Application	<p>Application may only ask: student name, date of birth, grade level, address, gender, siblings currently attending school; parent/guardian name, parent/guardian address, parent/ guardian phone number</p> <p>Must NOT contain questions referring to IEPs or SPED, birth certificate, report cards, nationality, race, language, interview</p> <p>*should include a non-discrimination clause</p>	LEA	Schools not participating in MySchoolsDC
12/8/2015	2016-2017 Lottery Procedures	Lottery date; explanation of provisions for waitlisted students; provisions for notifying students of placement	LEA	Schools not participating in MySchoolsDC
12/8/2015	Fire Drills Conducted	List of dates the school has conducted a fire drill thus far in the year; tentative dates for drills for remainder of year	Campus (1 for each facility)	All Schools

SY 2016-2017 DC Public Charter School Board Compliance Review Report

Community College Preparatory Academy PCS

Requirement	Compliance Status	Due	On Time
Charters Board Calendar	Compliant	7/26/16	✓
Goals and Assessments	Compliant	7/26/16	✓
Monthly Financial Statements - June	Compliant	7/31/16	✓
Auditor Engagement Letter	Compliant	8/16/16	✓
School Calendar	Compliant	8/24/16	✓
Monthly Financial Statements - July	Compliant	8/31/16	✗
Annual Report	Compliant	9/6/16	✓
Student/Family Handbook	Compliant	9/12/16	✓
Charter School Athletics Compliance	Compliant	9/14/16	✓
Fire Drill Schedule	Compliant	9/19/16	✓
Adult Education Assessments	Compliant	9/30/16	✗
Professional Development Calendar (Title I Schools)	Compliant	9/30/16	✗
Monthly Financial Statements - August	Compliant	9/30/16	✓
Board Roster	Compliant	10/6/16	✗
Accreditation	Compliant	10/6/16	✗
Staff/Volunteer Roster and Background Checks	Compliant	10/6/16	✗
SPED-Continuum of Services	Compliant	10/6/16	✗
Employee Handbook: Employment Policies	Compliant	10/6/16	✗
Child Find Policy	Compliant	10/6/16	✗
Board Meeting Approved Minutes - 1st Quarter	Compliant	10/6/16	✗
ADA	Compliant	10/6/16	✗
Title IX	Compliant	10/6/16	✗
School Emergency Response Plan	Compliant	10/6/16	✗
ELL	Compliant	10/6/16	✗
School Nurse Notification/Certified Staff to Administer Medication	Compliant	10/6/16	✗
Certificate of Occupancy	Compliant	10/6/16	✗
Certificate of Insurance	Compliant	10/6/16	✗
Litigation Proceedings Calendar	Compliant	10/6/16	✗
Staff Preference	Compliant	10/6/16	✗
Sexual Violation Protocol Assurance Letter	Compliant	10/6/16	✗
Lease/Purchase Agreement and Right of Entry	Compliant	10/6/16	✗
Monthly Financial Statements - September	Compliant	10/31/16	✓
Monthly Financial Statements - October	Compliant	11/30/16	✗
Student Enrollment Forms	Compliant	12/8/16	✗
Fire Drills Conducted	Compliant	12/8/16	✗
Facilities Expenditure Data Inputs	Compliant	12/15/16	✗
Monthly Financial Statements - November	Compliant	12/30/16	✓
Basic Business License	Compliant	N/A	✓
DC Non-Profit Status	Compliant	N/A	✓

A rating of **compliant** means the school has satisfied the compliance standards.

A rating of **in progress** means the school has provided an explanation or evidence that the issue is in the process of being remedied in a timely manner.

A rating of **not compliant** means the school has not provided an explanation or evidence of how the issue will be remedied, the timeline for addressing the issue has not been adequate, or the school has been non-responsive in addressing the issue.

Questions about this report can be directed to Katie Dammann at kdammann@dcpcsb.org.