

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

AND

SEED PUBLIC CHARTER SCHOOL OF WASHINGTON, D.C.

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CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL 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 SEED PUBLIC CHARTER SCHOOL of WASHINGTON, D.C., 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 approve amendments, renew and/or revoke charters of School Corporations in a manner consistent with the letter and intent of the Act;

WHEREAS, PCSB granted a charter to the Trustees of SEED Public Charter School for the establishment of a public charter school, effective on September 4, 1998;

WHEREAS, the Trustees of the SEED Pubic Charter School entered into a Contractual Agreement with PCSB regarding the establishment of the charter school;

WHEREAS, all District of Columbia public charter schools, including SEED Public Charter School were combined under a single charter authority, PCSB in 2007;

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

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

WHEREAS, PCSB has determined (i) that the Petition satisfies the requirements set forth in §38-1802.12 of the Act; and (ii) approved the Petition, thereby renewing the charter of the School Corporation, effective upon the expiration of its current charter for an additional 15 years and 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. CONTINUED OPERATION OF SCHOOL CHARTER

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 §38-1802.12(b) 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].

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

1.2 Effective Date and Term. The Agreement shall be effective upon the expiration of the School Corporation’s current charter agreement and shall continue for a term of fifteen (15) years unless renewed, revoked, or terminated in accordance with Sections §§38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement.

SECTION 2. EDUCATIONAL PROGRAM

2.1 Mission Statement. **A.** The School Corporation shall operate the School in accordance with its mission statement: To provide an outstanding intensive residential education program to at risk inner-city children that prepares them, both academically and socially, for success in college and/or in the professional world.

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 the School shall provide instruction to students in ages/grades six through twelve. 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 middle and high school Performance Management Frameworks developed by PCSB (“PMF”s). In so electing as its measure of goals and academic achievement expectations, the school must:

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

(ii) 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 be evaluated in accordance with the following mission-specific and/or non-academic goals as set forth in its Petition:

As a function of our boarding structure and programming SEED PCS students will demonstrate:

Other Goals	Indicator	Evidence
An annual decrease in negative and/or risky behaviors as measured by longitudinal grade level analysis of incident reports for both our middle school and high school students.	10% annual decrease in the number of incident reports by grade level.	Incident reports are pulled from Powerschool and submitted to PCSB.
High school students will demonstrate college readiness as measured by: 1. Community Service Hours 2. Presentation of Learning	1. 100% students will have the required number of community service hours at the end of each academic year.	1. Provided in student roster and validated by transcript reviews for 9th graders and seniors. PCSB may spot check sophomores and

Other Goals	Indicator	Evidence
("POL")	Freshman - 25 Sophomore - 50 Junior - 75 Senior -100 2a. 100% of junior and senior high school students will score 80% or higher on their POLs. 2b. 90% of freshman and sophomores will score 75% or higher on their POLs.	juniors. 2. Student roster with scores. Primary source data are made available, which include the scored rubric and the presentation.

C. 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, if PCS does not receive them directly from OSSE.

D. 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).

E. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to 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. 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 4300 C Street, SE, Washington, D.C. 20019 (the “**School Property**”). PCSB reserves the right to delay or prohibit the School from opening and operating at a location other than the one listed above 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. The School Corporation may submit a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act to expand into additional campuses. 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. 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; provided however, that notwithstanding anything to the contrary, the School shall have the right (but not the obligation) to amend, edit, add to or

otherwise change the eligibility requirements in Attachment G relating to the incoming grade and/or age of applicants for any given Academic Year. 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 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 500 students substantially in accordance with Schedule I. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three (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. The School Corporation further agrees that if, at the end of the 2017-18 school year, the Schools' average rate of "exclusionary discipline events" for the five-year period leads it to rank in the highest 30% for public charter middle and high schools, the School Corporation will revise Attachment H in a manner satisfactory to PCSB and the School Corporation. "Exclusionary discipline events" are measured by (a) the percentage of instructional days lost due to exclusionary discipline and (b) the expulsion rate.

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 gifts for School purposes;
- (viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in the public charter school's own name.

3.6 [Accreditation](#). **A.** The School Corporation shall maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) of the Act, and renew the accreditation on the accrediting agency's renewal cycle.

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 charter or petition for a revised charter.

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 insured’s. 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 two (2) years.

SECTION 7. REPORTING REQUIREMENTS

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

7.2 [Audited Financial Statements](#). As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, the School Corporation shall deliver to PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to §38-

1802.04(c)(11)(B)(ix) of the Act in accordance with GAAP and government auditing standards for financial audits issued by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

7.3 [Quarterly Financial Reports](#). Unless otherwise notified by PCSB, the School Corporation shall prepare and submit to PCSB within thirty (30) days after the end of each quarter (i) the balance sheet of the School Corporation at the end of each quarter and the related statements of income and cash flows of the School Corporation for such quarter and for the period from the beginning of the then current Academic Year to the end of such quarter, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (ii) notes to the balance sheet describing the financial status of the School Corporation including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for such quarter and for the period from the beginning of the then current Academic Year to the end of such quarter. These reports may include supplemental schedules as required by PCSB.

7.4 [Budget](#). No later than June 1 of each Academic Year, the School Corporation shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a “**Budget**”) for the next succeeding Academic Year. 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 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 §29-412.06 and 29-412.07 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

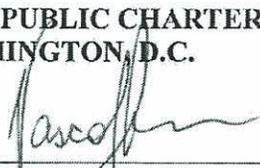
Attention: Scott Pearson, Executive Director
spears@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

SEED Public Charter School of Washington, D.C.
4300 C Street, SE
Washington, D.C. 20019
Attention: Charles Adams, Head of School
Email: cadams@seedschooldc.org
Telephone: (202) 248-7773

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.

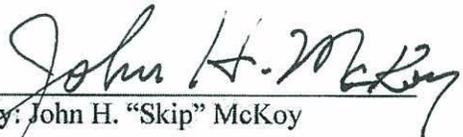
**SEED PUBLIC CHARTER SCHOOL OF
WASHINGTON, D.C.**


By: VASCO F. FERNANDES

Title: CHAIRMAN, SEED PUBLIC CHARTER
SCHOOL OF WASH. D.C. BOARD OF TRUSTEES

Date: Sept. 19, 2013

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**


By: John H. "Skip" McKoy

Title: PCSB Board Chair

Date: 9/24/13

ATTACHMENTS

ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Disciplinary Policies
ATTACHMENT I	Insurance Requirements
ATTACHMENT J	Key Personnel
ATTACHMENT K	2012-13 Board of Trustees Roster

ATTACHMENT A

Attachment A

Proposed Rules and Policies for Governance and Operation of School Corporation

CODE OF CONDUCT FOR TRUSTEES AND OFFICERS

The SEED School of Washington, D.C. (the “School”) is committed to the highest standards of ethical and professional conduct. The School expects its officers and trustees to adhere to such standards in conducting School business. This Code of Conduct (this “Code”) is intended to promote the conduct of all School business in accordance with high standards of integrity and in compliance with all applicable laws and regulations.

Compliance with Laws, Rules and Regulations

The School requires that all officers and trustees comply with all laws, rules and regulations applicable to the School. You are expected to use good judgment and common sense in seeking to comply with all applicable laws, rules and regulations and to ask for advice when you are uncertain about them.

Whistleblower Policy

A “whistleblower” is defined as a trustee, officer or employee of the School who reports an activity that he or she considers to be illegal, dishonest or a violation of School policies or procedures. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

If a trustee or officer has knowledge of or a concern of illegal or dishonest fraudulent activity, he or she is to contact his or her immediate supervisor, if applicable, [the Chairperson of the Board] or the Office of Human Resources. A trustee or officer must exercise sound judgment in determining whether an allegation has merit.

Whistleblower protections are provided in two important areas -- confidentiality protections and protections against retaliation. To the extent possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Whistleblower protections are provided in two important areas: confidentiality protections and protections against retaliation. To the extent possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals with their legal rights of defense.

It is contrary to the values of the School for anyone to retaliate against any board member, officer or employee who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, suspected fraud, or suspected violation of any regulation governing the operations of the School. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. A Board

member who retaliates against someone who has reported a violation in good faith may be subject to removal from the Board.

Standard of Conduct

All officers and trustees should recognize that the School must maintain a reputation for integrity and quality that goes beyond compliance with laws, regulations and contractual obligations. The School strives for excellence in administration as well as academics. The appearance of misconduct or impropriety can severely damage the School's reputation and hinder the School's ability to carry out its purpose. Thus, all officers and trustees must endeavor to maintain the highest standards of quality and integrity.

Duties and Responsibilities of Trustees and Officers

Duty of Care. Trustees and officers shall discharge their duties, including duties as a member of a committee, in good faith and with the care that a person in a like position would reasonably believe appropriate under similar situations.

Duty of Loyalty. Trustees and officers shall discharge their duties, including duties as a member of a committee, in a manner they believe is in the best interest of the School.

Reliance on Experts and Committees. Unless a trustee or officer has knowledge that makes reliance unwarranted, the trustee or officer may rely on the performance of, or information provided by, any persons specified below:

- One or more officers, employees or volunteers of the School whom the trustee or officer reasonably believes to be reliable and competent in the functions performed or the information provided;
- Legal counsel, public accountants, or other persons retained by the School as to matters involving skills or expertise the trustee or officer reasonably believes are matters within the particular person's professional or expert competence or as to which the particular person merits confidence; or
- A committee of the board of trustees or an advisory committee of which the trustee is not a member if the trustee reasonably believes the committee merits confidence.

Trustee Responsibilities. In undertaking their duties, trustees shall:

- Devote time and thought necessary to carry out the responsibilities of their position;
- Diligently review and analyze the risk and benefits of any matter under contemplation before taking action;
- Carefully prepare for, regularly attend and actively participate in a board or committee meetings and assignments;

- Base his or her vote upon all information available in each situation and exercise his or her best judgment in making decisions that affect the School; and
- Be willing to support the decisions of the Board or committee and work in furtherance of those decisions.

Compliance with School Policies

Every officer and trustee is expected to comply with all applicable School policies and rules as in effect from time to time, including but not limited to the School's Conflicts of Interest Policy for Trustees and Officers and this Code. You are expected to familiarize yourself with such policies.

Confidentiality Policy

All information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the School's operations, internal matters, developments or financial affairs (collectively, "Confidential Information") is and shall be the exclusive property of the School. By way of illustration, but not limitation, Confidential Information includes the School business plans, operations, projects, programs, terms and conditions of contractual arrangements, financial data, personnel data, student data, student records, donor, member, grant partner and prospect lists, software, systems, codes, or developments and marketing research and information. Officers or trustees may not disclose any Confidential Information to others outside the School or use the same for any unauthorized purposes, while serving as a trustee or officer of the School or afterwards, unless and until such Confidential Information has become public knowledge without fault of such disclosing officer or trustee, provided that, certain student information may be released in accordance with the Family Educational Rights and Privacy Act and Confidential Information may be disclosed to the extent required by applicable law. All communications to the news media, press, industry or financial community shall be through the Head of School.

All files, letters, electronic e-mails, facsimiles, reports, records, data, drawings, or other written, photographic or tangible materials containing Confidential Information, whether created by the officer, trustee or others which shall come into the custody or possession of an officer or trustee, shall be and are the exclusive property of the School to be used by the officer or trustee only to fulfill such officer's or trustee's roles and responsibilities and in the best interest of the School. All such records or copies thereof and all tangible property of the School in the custody or possession of an officer or trustee shall be delivered to the School, upon the earlier of (i) a request by the School, or (ii) the conclusion of the service as either an officer or trustee. After such delivery, the officer or trustee shall not retain any such records or copies thereof or any such tangible property.

An officer's or trustee's obligation not to disclose or to use information, know-how and records of the type set forth in this policy, also extends to such types of information, know-how, records and tangible property of partners, donors, members, grant partners, etc. of the School or suppliers to the School or other third parties who may have disclosed or entrusted the same to the School or to the employee in the course of the School's business.

An officer's or trustee's obligation not to disclose or to use information, know-how and records of the type set forth in this policy extends beyond the termination of the service providing relationship with the School.

Officer's or trustee's who are unsure about the confidential nature of specific information must ask their supervisor or the Head of School for clarification. Officers and trustees will be subject to appropriate disciplinary action, up to and including termination of employment or removal from the Board of Trustees (as applicable) for knowingly or unknowingly revealing Confidential Information.

Honest and Ethical Conduct and Fair Dealing

Officers and trustees should endeavor to deal honestly, ethically and fairly in the conduct of the School's business. Statements regarding the School must not be untrue, misleading, deceptive or fraudulent. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

Protection and Proper Use of School Assets

Officers and trustees should seek to protect the School's assets, including proprietary information. Theft, carelessness and waste have a direct impact on the School's ability to carry out its purpose. Officers and trustees must use the School's assets and services solely for legitimate School purposes and not for any personal benefit or the personal benefit of anyone else.

Officers and trustees should advance the School's legitimate interests when the opportunity to do so arises. You must not take for yourself personal opportunities that are discovered through your position with the School or the use of property or information of the School.

Dissemination and Amendment

This Code shall be distributed to each officer and trustee of the School upon commencement of his or her relationship with the School and shall also be distributed annually to each officer and trustee of the School. Each officer and trustee shall certify that he or she has received, read and understands the Code and has complied and will comply with its terms.

The Board of Trustees reserves the right to amend, alter or terminate this Code at any time for any reason.

This document is not an employment or service contract between the School and any of its employees, officers or trustees.

Certification

I, _____ do hereby certify that:
(Print Name Above)

1. I have received and carefully read the Code of Conduct for Trustees and Officers of The SEED School of Washington, D.C.

2. I understand the Code of Conduct for Trustees and Officers.

3. I have complied and will continue to comply with the terms of the Code of Conduct for Trustees and Officers.

4. Except as noted below, I do not know or believe that any representative of the School has engaged or is engaging in School-related conduct that violates applicable law or the Code of Conduct for Trustees and Officers.

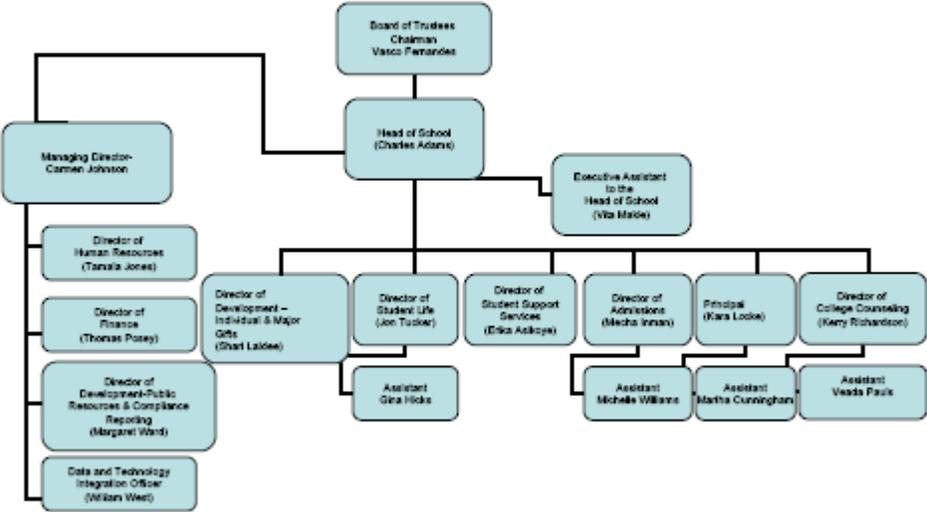
Exceptions (describe, or state "None"):

Date

Signature

EACH OFFICER AND TRUSTEE IS REQUIRED TO SIGN, DATE AND RETURN THIS CERTIFICATION TO THE CHAIRPERSON OF THE BOARD GOVERNANCE COMMITTEE [WITHIN _____ DAYS OF ISSUANCE].

The SEED PCS DC- Org. Chart



ATTACHMENT B



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.

The SEED Public Charter School of Washington, D.C.

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

See attached.

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.

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.

VASCO FERNANDEZ

6A. Signature of the Governor or Authorized Person.

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.dhra.dc.gov>, create the profile, access the online services main page and proceed. Online filers must pay by using the credit card.

The SEED Public Charter School of Washington, D.C. (the “corporation”)

Attachment to Form DNP-2, Articles of Amendment of Domestic Nonprofit Corporation

Item 2, Text of Each Amendment Adopted.

That Article THIRD of the the corporation’s Articles of Incorporation be deleted and replaced by the following:

The corporation is organized exclusively for educational and charitable purposes, including but not limited to the operation of a not-for-profit charter school, consistent with Section 501(c)(3) of the Internal Revenue Code and other applicable statutes pertaining to the operation of tax-exempt entities.

Attachment B

Articles of Incorporation and Bylaws

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION



CERTIFICATE

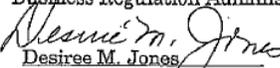
THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this **CERTIFICATE of INCORPORATION** is hereby issued to

THE SEED PUBLIC CHARTER SCHOOL OF WASHINGTON, D.C.

as of **MARCH 25TH, 1998**.

W. David Watts
Director

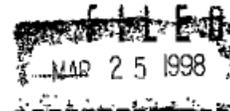
Patricia A. Montgomery
Administrator
Business Regulation Administration


Desiree M. Jones
Act. Asst. Corporate Program Manager
Corporations Division

Marion Barry, Jr.
Mayor

ARTICLES OF INCORPORATION
OF
THE SEED PUBLIC CHARTER SCHOOL OF WASHINGTON, D.C.

TO
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION
CORPORATIONS DIVISION
614 H STREET, N.W. ROOM 407
WASHINGTON, D.C. 20001



BY: 

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the NON-PROFIT CORPORATIONS ACT (D.C. Code 1981 edition, Title 29, Chapter 5), adopt the following Article of Incorporation:

- FIRST The name of the corporation is The SEED Public Charter School of Washington, D.C.
- SECOND The period of its duration is perpetual.
- THIRD The purposes for which the corporation is organized is the operation of a not-for-profit school consistent with Section 501(c)(3) of the Internal Revenue Code and other applicable statutes pertaining to the operation of tax-exempt entities. Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distribution to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- FOURTH The corporation shall have members.
- FIFTH The corporation shall have a single class of members. The members shall select any additional members at their discretion. The members shall have the right to vote on any matter reserved to them in these Articles or in the Bylaws of the corporation. The qualifications of such members shall be provided in the Bylaws of the corporation.
- SIXTH The Board of Directors (herein designated as "Board of Trustees") shall be elected by a vote of the members as delineated in the Bylaws of the corporation.

SEVENTH The approval of the members as a group, and the approval of the trustees as a group, shall be required to amend these Articles or the Bylaws of the corporation. The trustees shall have power over all activities of the corporation not reserved to the members in the Bylaws, both internal and external.

EIGHTH The address of the initial registered office of the corporation is

1 Massachusetts Ave., NW Suite 800
Washington, DC 20001

The initial Registered Agent of the corporation is

Mr. Marc Miller

NINTH The initial number of trustees constituting the Board of Trustees is three.

The names and addresses of the persons who are to serve as initial trustees until the first annual meeting or until their successors are elected and shall qualify are

Rajiv Vinnakota
6835A Washington Blvd.
Arlington, VA 22213

Thomas Stewart
410 11th St., NE, #22
Washington, D.C. 20002

Eric Adler
5610 Wisconsin Ave., #1204
Chevy Chase, MD 20815

TENTH The names and addresses of the incorporators are

Rajiv Vinnakota
6835A Washington Blvd.
Arlington, VA 22213

Thomas Stewart
410 11th St., NE, #22
Washington, D.C. 20002

Eric Adler
5610 Wisconsin Ave., #1204
Chevy Chase, MD 20815

ELEVENTH: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for the services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by the corporation exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by corporation, contributions, to which are deductible under section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

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

In witness whereof, we have hereunto subscribed our names this 17th day of March 1998:





Eric S. Adler



Sharon Mostowski, Notary Public
Montgomery County
State of Maryland

My Commission Expires Oct. 28, 1998

March 17, 1998

AMENDED AND RESTATED BYLAWS
OF
The SEED Public Charter School of Washington, D.C.
(A Charitable Corporation of the District of Columbia)
September 16, 2013

Article 1

General Provisions

Section. 1.1 Name. The name of the corporation shall be The SEED Public Charter School of Washington, D.C. and shall be referred to herein as “the corporation.”

Section. 1.2 Offices. The principal office of the corporation shall be 4300 C Street, SE Washington, DC or such other place as determined by the Board of Trustees.

Section. 1.3 Fiscal Year. The fiscal year of the corporation shall be July 1 to June 30.

Article 2

Statement of Purpose

The corporation is organized for the purposes of operating a public charter school for children residing in Washington, D.C. The corporation has two principal goals: first, to prepare the children attending its school for admission to the nation’s finest colleges and universities and/or success in the professional world; and second, to develop a model for education targeted at inner-city children which can be successfully duplicated in urban areas throughout the United States. The corporation may undertake any and all activities toward or related to these purposes, including the making of distributions to and the provision of funding for other entities under Section 501(c)(3) of the Internal Revenue Code. The corporation may also engage in all activities which may lawfully be carried on by a corporation formed under Chapter 29 of the laws of the District of Columbia which are not inconsistent with the corporation’s qualification as an organization described under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code.

Article 3

Members

Section. 3.1 Determination of Members. The members of the corporation shall initially be Eric Adler and Raj Vinnakota (the “Original Members”) and any additional members admitted in accordance with these Bylaws (the “Additional Members” and, together with the Original Members, the “Members”). The Original Members shall determine the number and method of selection of any Additional Members.

Section. 3.2 Tenure. The number of Members shall be determined by the Original Members. Terms of the Original Members shall be indefinite. Terms of each Additional Member shall be as determined by the Original Members.

Section. 3.3 Powers and Rights. The Members, by majority vote except where specifically provided otherwise in these Bylaws, shall have the following powers and rights of the corporation: to elect Trustees of the corporation as provided in Article 4 of these Bylaws; to approve all amendments to the Articles of Incorporation; to approve all amendments to these Bylaws as provided in Article 10; to approve the dissolution of the corporation and the sale and distribution of all or substantially all of its assets; such other powers and rights as are vested in Members by law, the Articles of Incorporation, and these Bylaws; and other such powers and rights as the Members may designate.

Section. 3.4 Meetings. There shall be an annual meeting of Members held within the forty-fifth day following the end of the corporation's fiscal year at the principal office of the corporation, unless another time and place for the annual meeting is established by the Members. Special meetings of the Members may be called by any Member by giving written notice of the date, time, place, and purpose of such meeting to each Member at least seven days in advance of such meeting. Written notice may include the use of electronic mail if the receipt of the notice is confirmed by the Member. A waiver of notice signed by a Member at any time shall be equivalent to the giving of such notice. Members may participate in a meeting of the Members by means of a conference telephone, Internet or other communications technology in a fashion pursuant to which the members have the opportunity to read or hear the proceedings substantially concurrently with their occurrence, vote on matters submitted to the members, pose questions and make comments; in such event, participation by such means shall constitute presence in person at a meeting.

Section. 3.5 Actions of the Members With and Without a Meeting. When a quorum is present at any meeting of the Members, a majority of the Members present and entitled to vote (excluding abstentions) shall decide any question unless otherwise provided by law, the Articles of Incorporation, or these Bylaws. Except as provided in Section 3.7, any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, if each Member signs a consent in the form of a record bearing the date of signature and describing the action taken and delivers the record to the corporation to be filed with the records of the meetings of the Members. Such consents shall be treated for all purposes as a vote at a meeting.

Section. 3.6 Quorum. At any meeting of the Members, a majority of the Members of the Board then in office shall constitute a quorum. Each Member shall have one vote. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present. It shall not be necessary to notify any Member of any adjournment of less than 120 days if the time and place, if any, of the adjourned meeting, and the means of remote communication, if any, by which Members may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which adjournment is taken, unless after the adjournment a new record date is fixed for

the adjourned meeting. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section. 3.7 Resignation and Removal. Any Member may resign at any time by written notice to the President of the Corporation and the Chairperson of the Board. Any Member may be removed for any reason or no reason by majority vote of the Members. To effect such a removal, a meeting must be called in accordance with Section 3.4 above and must state the removal of the Member as a specific item of business.

Article 4

Board of Trustees

Section. 4.1 General. The Board of Trustees (the “Board”) shall have and may exercise all powers of the corporation not reserved to the Members by law, the Articles of Incorporation, or these Bylaws. The Board may from time to time delegate to Officers (defined below) such powers as it may see fit in addition to those outlined in these Bylaws.

Section. 4.2 Composition and Tenure. The Board shall consist of one ex-officio Trustee, which shall be the President (the “Ex-Officio Trustee”), and such number of elected Trustees (the “Elected Trustees” and together with the Ex-Officio Trustee, the “Trustees”) as shall be fixed by vote of the Members. The Board shall consist of an odd number of Trustees, numbering no fewer than seven and no more than fifteen of which a majority shall be residents of the District of Columbia and at least two shall be parents of a student attending the school. The Elected Trustees shall be divided into three classes of approximately equal size, the term of one class expiring each year. At each annual meeting of the Members, the Members shall fix the number of Trustees and shall elect for a term of three years (“Term”) the appropriate number of successors to the class whose term is then expiring, and the Members may also elect additional Trustees to other classes to the extent necessary to maintain approximate equality in size among the classes. No person may be elected to serve as a Trustee for more than 3 consecutive full Terms that begin on or after January 1, 2012. The Members may delegate their authority to fix the number of Trustees and elect Trustees to the Board. The delegation of this authority may be revoked at any meeting of Members.

Section. 4.3 Chairperson of the Board; Vice Chairperson of the Board. The Board may appoint from its members a Chairperson of the Board (the “Chairperson”) and one or more Vice Chairperson of the Board (each, a “Vice Chairperson”), none of whom need be an Officer or employee of the corporation. Such Chairperson or Vice Chairperson shall perform such duties and possess such powers as are assigned by the Board.

Section. 4.4 Classes and Term of Office. Effective May 17, 2012, the Board shall be made up of the following classes of Elected Trustees:

Class A – Vasco Fernandes, Huck O’Connor; Penelope Peskowitz; Clarice Walker; Joseph Wright

Class B – Katrina Lewis-Brown; Brooke Coburn; Ken Slaughter; Raj Vinnakota; Lisa Bernstein

Class C – Eric Adler; Terry Diggs; Marina Ottaway; David Steinberg; Vacancy

The term of each Class A Trustee shall expire immediately after the annual meeting of the Board in 2013. The term of each Class B Trustee shall expire immediately after the annual meeting of the Board in 2014. The term of each Class C Trustee shall expire immediately after the annual meeting of the Board in 2015.

Section. 4.5 Resignation and Removal. A Trustee may resign by delivering his resignation in writing to the President and the Chairperson of the Board. Such resignation shall be effective upon its receipt or upon such date (if any) as is stated in such resignation, unless otherwise determined by the Board. A Trustee may be removed from office at any time with or without cause, by vote of a majority of the Board at a special meeting called for that purpose or by a unanimous vote of the Members at a special meeting called for that purpose. A Trustee may be removed for cause only if notice of such action shall have been given to all of the Trustees or Members, as the case may be, prior to the meeting at which such action is to be taken and if the Trustee so to be removed shall have been given reasonable notice and opportunity to be heard before the body proposing to remove him.

Section. 4.6 Vacancies. Any vacancy in the Board, including a vacancy resulting from the enlargement of the Board, may be filled by the Members by vote of a majority of the Members present at a meeting of Members at which quorum is present or by the Trustees by vote of a majority of the remaining Trustees present at a meeting of Trustees at which a quorum is present or by appointment of all of the Trustees if less than a quorum shall remain in office. Each such Trustee elected or appointed to fill a vacancy for the unexpired term of the Trustee whom he replaced shall hold office until a successor is elected and qualified, or until his earlier death, resignation or removal. The Trustees shall have and may exercise all of their powers notwithstanding the existence of one or more vacancies in their number.

Section. 4.7 Regular and Special Meetings. The Board shall meet at least four times each year, once per calendar quarter, one of which the Chairperson of the Board shall designate as the annual meeting of the Board. Any other meetings of the Board may be called by the President or the Chairperson or by a majority of the Trustees then in office by giving written notice of the date, time, place and purpose of such meeting to each Trustee at least seven days in advance of such meeting. Written notice may include the use of electronic mail if the receipt of the notice is confirmed by the Trustee. A waiver of notice signed by a Trustee at any time shall be equivalent to the giving of such notice. Trustees may participate in a meeting of the Trustees by means of a conference telephone or similar communications equipment, provided that all persons participating in the

meeting can hear each other at the same time; in such event, participation by such means shall constitute presence in person at a meeting.

Section. 4.8 Actions of Board With and Without a Meeting. When a quorum is present at any meeting of the Trustees or a committee thereof, a majority of the Trustees present and entitled to vote (excluding abstentions) shall decide any question, including the election of Officers, unless otherwise provided by law, the Articles of Incorporation or these Bylaws. Any action required or permitted to be taken at any meeting of the Board or a committee thereof may be taken without a meeting, if each Trustee entitled to vote on the action signs a consent in the form of a record bearing the date of signature and describing the action to be taken and delivers the record to the corporation to be filed with the records of the meetings of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

Section. 4.9 Quorum. At any meeting of the Board or a committee, a majority of the Trustees then in office, or appointed to such committee, shall constitute a quorum. Each Trustee shall have one vote.

Section. 4.10 Executive Committee. The Board shall appoint from among its members an Executive Committee of not less than three members, one of whom shall be the Chairperson. The Board may also designate one or more Trustees to serve as alternate members of the Executive Committee in the absence of a regular member or members. The Executive Committee shall possess and exercise all of the powers of the Board during the intervals between meetings, subject to the limitations set forth in Section 4.12 of this Article 4.

Section. 4.11 Committees. In addition to the Executive Committee, the Board may designate and appoint one or more standing or special committees, each of which shall consist of one or more Trustees, and shall designate a chairperson for each committee. Each committee may exercise the powers of the Board, to the extent delegated by the Board and permissible under the law, the Articles of Incorporation and these Bylaws.

Section. 4.12 Limitations. No committee shall have the authority to:

- (i) Fill vacancies on the Board or the Executive Committee;
- (ii) Amend these Bylaws;
- (iii) Approve or ratify any self-dealing transactions;
- (iv) Approve the corporation's operational budget or financial plan;
- (v) Take any action prohibited by the Articles of Incorporation, the corporation's Charter School Agreement, these Bylaws, any resolution of the Board or any applicable laws.

Section. 4.13 Advisory Committees. The Board may create or authorize the creation of one or more standing or special advisory committees whose members need not be Trustees. An advisory committee shall not be a committee of the Board and shall not exercise any of the powers of the Board.

Section. 4.14 Compensation. Trustees as such shall not receive salaries for their services on the Board or committee (whether a Board or advisory committee), but are not precluded from serving the corporation as a compensated employee in other capacities.

Article 5

Officers

Section. 5.1 In General. The officers of the corporation shall be a President, a Treasurer and such other officers and assistant officers as the Board may elect from time to time (collectively, the “Officers”). An individual may hold up to two offices simultaneously, except that the President and the Treasurer shall be held by two separate Officers.

Section. 5.2 Appointment. The Board may appoint Officers at any meeting of the Board. Any vacancy may be filled by the Board.

Section. 5.3 Resignation and Removal. Any Officer may resign at any time by written notice to the President and the Chairperson of the Board. Any Officer may be removed with or without cause by vote of a majority of the Board or a majority of the Members.

Section. 5.4 President. The President shall be responsible for the management of the corporation. The President, or other Officer or agent authorized by the Board, may sign any contracts, deeds, mortgages, or other instruments which the Board has authorized to be executed. The President shall execute such other duties as may be prescribed by the Board. Unless otherwise determined by the Board, the Head of School shall be the President.

Section. 5.5 Treasurer. The Treasurer shall be responsible for the financial affairs of the corporation. The Treasurer shall have charge and custody of all funds and securities of the corporation, receive and give receipts for all money due the corporation, and keep the financial records of the corporation. The Treasurer shall, upon request, make available the financial records of the corporation to any Member or Trustee. In general, the Treasurer shall execute all duties incident to the office and other duties as the President or the Board may designate. Unless otherwise determined by the Board, the Director of Finance shall be the Treasurer.

Section. 5.6 Secretary. The Secretary shall keep all minutes of meetings and actions of the Board, be the custodian of all corporate records other than financial records, ensure that all notices are given in accordance with the provisions of these Bylaws, and in general perform such duties as assigned by the Board. The Secretary shall, upon request, make available any or all of the corporate records to any Member or Trustee. If the office of Secretary is vacant, the Treasurer, or such other Officer determined by the Board, shall fulfill the duties of the Secretary.

Section. 5.7 Other Powers and Duties. Each Officer shall have, in addition to the powers and duties specifically set forth in these Bylaws, such powers and duties as are customarily incident to his office, and such powers and duties as the Board may designate from time to time.

Section. 5.8 Compensation. No Officer shall receive compensation for service as such to the corporation, but are not precluded from serving the corporation as a compensated employee in other capacities. Officers may be allowed reimbursement by resolution of the Board for expenses incurred on behalf of the corporation.

Article 6

Notice of Non-Discriminatory Policy as to Students

The corporation shall admit students of any race, color, national origin, ethnic origin, sexual orientation and gender identification to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It will not discriminate on the basis of race, color, national origin, ethnic origin, sexual orientation and gender identification, in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

Article 7

Corporate Transactions

Section. 7.1 Contracts. The Board may authorize any Officers of the corporation or other agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or specific.

Section. 7.2 Payments. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness of the corporation shall be signed by such Officers or agents of the corporation designated by resolution of the Board. In the absence of such resolution, such instruments shall be signed by the Treasurer.

Section. 7.3 Deposits. All funds of the corporation shall be deposited in such banks or other depositories the Board may select.

Section. 7.4 Contributions. The Board may accept on behalf of the corporation any gift or bequest for general or specific purposes of the corporation.

Article 8

Restrictions on Activities

No Trustee, Officer, employee, agent or any other representative of the corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken by an organization exempt under Section 501(c)(3) of the Internal Revenue Code or corresponding provision of any future United States Internal Revenue law or not in accordance with the laws of the District of Columbia. The Trustees of the corporation shall, in the event of dissolution, dispose of the assets of the corporation (after payment of liabilities) in accordance with these same statutes.

Article 9

Indemnification

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a Trustee, Officer, Member, employee, or agent of the corporation against all expenses and liabilities reasonably incurred by or imposed on such person in connection with any legal action taken against him or her in connection with service to the corporation. No indemnification shall be provided for such person with respect to any matter or conduct he or she shall not have been finally adjudicated to have acted in good faith; and, in the case of conduct in an official capacity, in such person's reasonable belief that the conduct was in the best interests of the corporation; and, in all other cases, in such person's reasonable belief that the conduct was at least not opposed to the best interests of the corporation; and, in the case of any criminal proceeding, such person had no reasonable cause to believe his conduct was unlawful. Any compromise or settlement payment shall be approved by majority vote of the Trustees who are not at the time parties to the proceeding.

No amendment or repeal of the provisions of this Article, which adversely affects the right of an indemnified person, shall apply to such person with respect to acts or omissions which occurred at any time prior to such amendment or repeal.

Article 10

Books and Records

The corporation shall keep as permanent records minutes of all meetings of its Members and Board, a record of all actions taken by the Members or Board without a meeting, and a record of all actions taken by a committee of the Board. The corporation shall maintain appropriate accounting records. The corporation shall maintain a record of its Members. The corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

The corporation shall keep a copy of the following records at its principal office:

- (i) The Articles of Incorporation;
- (ii) The Bylaws;

- (iii) The minutes and records for the past three years;
- (iv) A list of the names and business addresses of its Trustees and Officers;
- (v) Its most recent annual report

Article 11

Miscellaneous Provisions

Section. 11.1 Dissolution. The corporation shall be subject to mandatory dissolution pursuant to Section 38-1802.13a of the District of Columbia Educational Institutions Code if the conditions requiring mandatory dissolution of a nonprofit corporation operating a charter school are satisfied. In the event of dissolution or final liquidation of the corporation, all of the remaining assets and property of the corporation, after paying or making provision for the payment of all of the liabilities and obligations of the corporation and for necessary expenses thereof, shall be transferred, pursuant to a plan of distribution under D.C. Code Ann. Sections 29-412.06 and 29-412.07 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.

Section. 11.2 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

Section. 11.3 Articles of Incorporation. All references in these Bylaws to the Articles of Incorporation shall be deemed to refer to the Articles of Incorporation of the corporation, as amended and in effect from time to time.

Section. 11.4 Amendments to Bylaws. Any amendment to these Bylaws must be approved by majority vote of all the Members and a majority vote of all Trustees.

ATTACHMENT C

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

Health. SEED PCS is committed to ensuring the health and safety of students, families, staff, and visitors of the school. As such, as required by Section §38-1802.02(11) of the DC School Reform Act, SEED PCS will fully comply with all applicable federal and District of Columbia health and safety regulations and any applicable requirements of the Occupational Safety and Health Administration.

Furthermore, as mandated by Section §38-1802.04(c)(4) of the DC School Reform Act, SEEDPCS will each year submit a report to the District of Columbia Public Charter School Board that verifies the school's facilities comply with the applicable health and safety laws and regulations of the District of Columbia and the federal government. Upon request, the report will be made readily available to the public.

SEED PCS will submit to all applicable health and safety inspections, take any and all necessary steps to ensure appropriate ventilation and air quality, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulations.

SEED PCS will train staff, as appropriate, in First Aid and CPR to ensure the safety of the school's students and staff. The school will also secure and store First Aid kits in locations around the school that are easily accessible to staff in the case of an emergency situation. The school will maintain a health suite that accommodates a nurse from the DC Department of Health (DOH). Further, in accordance with the DC Code §38-501 et seq. and applicable requirements of the District of Columbia Department of Health, SEED PCS will require evidence of all student required immunizations and provide information to parents on such requirements clearly and completely.

Safety. SEED PCS, as a local educational agency (LEA) for purposes of Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.) (IDEA) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Rehabilitation Act), will be subject to the Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) (ADA) with respect to access. The school will ensure that such requirements are observed in the selection or renovation of a leased facility and in the planning and construction of a permanent facility.

SEED PCS will provide training to staff and students, develop fire evacuation and safety plans, and plan and execute fire and emergency drills in accordance with all such requirements. Emergency routes will be mapped and posted in each room and fire drills will be performed regularly.

Furthermore, SEED PCS will comply with all requirements of the District of Columbia Fire Prevention code for the purpose of fire safety.

ATTACHMENT D

Attachment D

Assurance to Seek, Obtain and Maintain Accreditation





Middle States Association of Colleges and Schools

Commissions on Elementary and Secondary Schools

3624 Market Street, 2 West | Philadelphia, PA 19104-2680

Phone: 267-284-5000 | www.middlestates.org

OFFICIAL NOTIFICATION OF ACCREDITATION

May 1, 2012

Mr. Charles Adams
Head of School
Seed Public Charter School
4300 C Street, SE
Washington, DC 20019

Dear Mr. Adams:

It is my pleasure to inform you that, at its Spring 2012 meeting, the Commission on Secondary Schools of the Middle States Association of Colleges and Schools voted to award the following to **Seed Public Charter School**:

ACCREDITATION

The term of accreditation is for seven years; therefore, your school's accreditation will expire on **May 1, 2019**.

The Commission's policy defines Accreditation as:

An "Accredited" institution is an educational organization that meets all MSA Standards for Accreditation, adheres to applicable MSA policies, and meets the requirements of the self-study protocol used. The institution agrees to adhere to the requirements for maintenance of accreditation, and there are no outstanding issues related to the Standards or requirements of the protocol that would require monitoring or on-site visits beyond the normal expected events required by the protocol utilized.

MONITORING ISSUES

In the course of its review of your school's self-study and the Visiting Team's report of its visit, the Commission on Secondary Schools identified an issue(s) of concern that,

ATTACHMENT E

Attachment E

Relationship Between School and Employees

Employment At-Will

Employment with SEED is at-will. This means that both the employee and the School may terminate the employment relationship at any time, with or without notice, and for any reason. Nothing in this handbook or in any other document or oral statement shall limit the at-will nature of the employment of the employment relationship. No one at the School has the authority to alter the at-will nature of employment relationship without the express written consent of the Head of School.

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—including 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 quality 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

Attachment G

Random Selection Process

Enrollment Lottery Process

1. School determines enrollment period and makes public announcement of enrollment deadlines.
2. School receives completed applications for enrollment by posted deadline.
3. If the school is under-subscribed at the end of the enrollment period, the school may choose to continue rolling admissions throughout the school year until capacity is reached. Once capacity is reached, however, additional applicants should be placed on a waiting listing in order of applications received and by grade level.
4. If the school is over-subscribed at the end of the enrollment period, then all the applications go into the lottery.
5. The lottery is a system of random selection of applications that identifies students for enrollment and generates the school's waiting list. The lottery process is completed when all completed and accepted applications submitted during the enrollment period are publicly drawn in random order and placed on that waiting list.
6. The waiting list ranks applications that were submitted during the enrollment period. These applications should be identified by number and by grade. As spaces become available at the school, they should be offered to the applicants in the order of placement on the waiting list.
7. Any application not included in the lottery process will be added to the lottery created waiting list in the order which it was received.

Post- Lottery Application Submissions

An applicant who submits a completed application after the enrollment lottery will be placed on the waiting list in the order the application was received and by grade level. Should the school be under-subscribed in the grade to which the applicant is applying, the applicant may be offered enrollment, if the application submitted is complete and the applicant meets all necessary guidelines stated above.

ATTACHMENT H

THE DISCIPLINE CODE POLICY PHILOSOPHY

Overview

We believe that all students can and will learn how to conduct themselves appropriately in different environments. Knowing that students will exhibit age appropriate behavior, we endeavor to create a time and space for learning and growth when those behaviors are deemed unacceptable in our school community. Our Model of Care and disciplinary process both exist as strategic vehicles to teach and elicit appropriate behaviors while empowering students to make better decisions each and every day.

We believe that students will benefit from direct conversations about what is appropriate and expected and that with time they will meet those expectations. We hope that our students, even when making a poor decision, can correct their behavior, reflect and restore our community while continuing their education. Whenever possible, therefore, inappropriate behavior is addressed in the moment with the most natural and logical consequences that can be administered on campus. Ultimately, our goal is to in all cases seek alternative services and programs to minimize the use of out of school suspensions. In occurrences when a student's behavior disrupts the school learning environment a suspension from school may be required. If a student is suspended from school there is a genuine effort to continue their educational progress. We aim to partner with students and families in order to keep our students in school and learning as much as possible.

The SEED School is committed to ensuring students continuously receive school work while suspended to stay abreast of the current academic instruction.

Whenever possible, corrective strategies, academic interventions, and remediation strategies and/or programs shall be used in addition to disciplinary responses at all stages of the disciplinary process, including students returning to SEED from suspension.

To this end, we also maintain an Incentive Based program and rituals that acknowledge students who exhibit positive and appropriate behavior.

We regularly review and update our Disciplinary Policy to maximize instructional time and improve our practices.

The following Disciplinary Policy was updated as of August 15, 2013

The Disciplinary Levels

Level I and Level II behaviors are those behaviors that are insubordinate or cause minor disruptions to the academic environment but do not involve damage to

school property or harm to self or others. These behaviors result in classroom/residential level disciplinary responses that may be elevated (office referral) to administrative responses if they are not successfully abated by the staff or the appropriate school administrator. (See page 42)

The academic interventions of the SEED Model of Care provide the framework for helping students regain self-control, then teaching them vital social skills and school expectations. An established sequence of consequences for office referrals, promotes consistency and predictability while allowing for individualization of responses to rule violations. The goal of this teaching procedure is aimed at the student's successful return to instruction and program activities.

Level III and Level IV behaviors cause significant disruption to the academic and residential environment, the school operation, destroy school property, or cause significant harm to self or others. These behaviors result in administrative responses primarily conducted by the Deans Office.

Please note that should a disciplinary incident occur for which there is currently no level and/or range of consequences as described, the Dean of Students, along with SEED administrators, will assign an appropriate disciplinary level and consequence to the behavior.

The Disciplinary Responses

Disciplinary Responses are divided into classroom-managed and Dean of Students managed responses. Dean of Students managed responses are reserved for the most serious behavior infraction. The majority of behavior infractions are expected to be classroom/dormitory-managed. The SEED PCS faculty members are responsible for encouraging positive behavior and for responding to infractions of school rules. The faculty member who has oversight in responding to a particular infraction of the disciplinary code will follow a specific sequence of interventions and consequences to address the infraction. Students will know exactly what to expect if there is a rule infraction and faculty members will administer this sequence when there is an infraction of the Disciplinary Code (see pages 27-28).

Disciplinary responses for all levels of behavior may be assigned only after consideration of the factors involved in the inappropriate behavior as outlined in this handbook, and after consideration of prevention, intervention, and remediation responses.

Disciplinary responses for students with disabilities shall be imposed in compliance with IEPs and 504 plans.

OFF-CAMPUS CONDUCT POLICY

In instances of misconduct off-campus, SEED PCS will address incidents that occur during or as a part of SEED programming. This may include travel to and from

school, field trips, inappropriate technology usage, and/or other circumstances that interfere with student safety and learning.

- On school grounds immediately before, during, or after school hours; or at any other time the school is being used for an activity or event;
- Off school grounds at a school sponsored activity or event;
- On school sponsored transportation to or from school, or a school sponsored activity, function, or event;
- On or through official school communications systems (e.g., using a school issued email address or communicating on a school sponsored website); and
- Off-site activity that contributes to a hostile school environment

BULLY PREVENTION PROTOCOL POLICY

SEED School is committed to creating a safe caring, respectful learning environment for all students. We will treat all members of our community with civility and respect. Our school strictly enforces a prohibition against bullying of any students or staff. In collaboration with teachers and administrators the school has developed and will implement a plan for education and discipline, including curriculum, to prevent bullying and to help adults and students to respond effectively to reports and observations of bullying.

The bully policy is intended to (1) prevent bullying and cyber-bullying among our students, (2) to encourage students and their parents to have confidence in the school's policies and procedures and to come forward promptly whenever a student is subject to conduct that is prohibited by this or any other school policy, and (3) to implement appropriate discipline and other corrective measures when they are found to be warranted.

Bully Definition: Bullying is the severe or repeated use by one or more students of verbal, written or electronic communication or a physical act or gesture, or exclusion, or any combination thereof, directed at another student that has the effect of:

- Causing physical or emotional harm,
- Placing the student in reasonable fear of harm to self or damage to self or of damage to self property
- Creating an unwelcoming or hostile environment at school for another person
- Infringing on the rights of another person at school, or
- Materially and substantially disrupting the education process or the orderly operation of a school

Cyber-bullying. Cyber-bullying is bullying through the use of technology or electronic devices such as a telephone, cell phone, computer, fax machine, or the Internet. It includes, but is not limited to, email, an instant message, a

text message, or an Internet posting, whether on a webpage, in a blog or elsewhere.

Hostile Environment. A hostile environment is a situation in which bullying (and/or cyber-bullying) causes the school environment to be permeated with intimidation, ridicule, or insult that is sufficiently severe or pervasive so as to alter the conditions of a student's education.

Retaliation. Retaliation is any form of intimidation, reprisal, or harassment directed against a student who reports bullying, provides information during an investigation of bullying, or witnesses or has reliable information about bullying.

Bullying Prohibited

Bullying is prohibited on school grounds, property immediately adjacent to school grounds, at school sponsored or school related activities, functions or programs whether on or off school grounds, on or off school bus or other vehicles owned, leased or used by the school, or through the use of technology or an electronic device owned, leased or used by the school.

Bullying is also prohibited at a location, activity, function or program that is not school related through the use of technology or an electronic device that is not owned, leased or used by the school, if the act or acts in question create a hostile environment at school for the victim, infringe on the rights of the victim at school or materially and substantially disrupt the education process or the orderly operation of a school.

Administrators will make expectations clear to students and staff that bullying will not be tolerated and will be the grounds for disciplinary action up to and including suspension and dismissal for students.

All staff members are required to report any bullying or harassment they see or learn about. The school will promptly and reasonably investigate all allegations of harassment, including bullying. The Dean of Students will be responsible for handling all complaints by students alleging harassment or bullying. Retaliation against a person who provides information during an investigation of a bullying, or who is a witness to or has reliable information about bullying, is prohibited.

At SEED, we have an established protocol and administrative guidelines around bullying and bully-like behavior (excessive teasing, "joning" and horse-playing towards a specific person). Our protocol includes the following steps:

- When a situation that looks like or is bullying occurs on our campus, we do our best to determine if the behavior has happened more than

once, if someone has been emotionally or physically hurt and if the students were able to defend him or herself.

- Students who have experienced bullying will have immediate access to a counselor.
- Students engaged in bullying or bully-like behavior (excessive teasing, “joning” and horse-playing towards a specific person) will be suspended 1 day for the first referral, and two (2) days for the second referral. A Step I Reflection Meeting will be scheduled to reflect on behavior with parents and students to determine what remedial action is appropriate and how it will be implemented. The goal is to correct the situation to the extent it is reasonably possible, to take such steps as can be taken to prevent there being a repetition of the incident, and to prevent the student or students targeted and others who participated in the investigation from being subject to retaliation. If this same student receives a third referral for bullying he/she will be automatically suspended for three (3) days and a Step 2 Discipline Review Meeting with the Principal and Director of Student Life will be scheduled. The purpose of this meeting is to determine whether a student is dismissed from the SEED School or if the student may return to SEED programming.

Our guidelines include:

- A student complaint process (writing of a referral),
- A reporting process for staff,
- An investigation process (a formal systematic examination of written referrals and conversations)
- A process for communication with parents/guardians, and
- Record keeping and reporting

Reporting Bullying

Any student who is the target of bullying or cyber-bullying or has witnessed an incident of bullying or cyber-bullying or otherwise has relevant information about bullying or cyber-bullying or related conduct prohibited by this policy is strongly encouraged to promptly report the matter orally or in writing to the Dean of Students or to any other faculty or staff member or member of the SEED School administration with whom the student is comfortable speaking. Also, any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible.

A parent of a student who is the target of bullying or cyber-bullying or of a student who has witnessed or otherwise has relevant information about bullying or cyber-bullying is strongly urged to promptly notify the Dean of Students. Any parent who has witnessed bullying or cyber-bullying or has relevant information concerning such misconduct also is strongly urged to

come forward to the Dean of Students. A parent should also report any incident of retaliation in violation of this policy to the Dean of Students.

Anonymous Reporting

Faculty, administrative employees, and staff may not make reports under this policy anonymously. The school also urges students and their parents not to make reports anonymously. Although there are circumstances in which an anonymous report can sometimes be better than none at all, it is more difficult to determine the facts of what occurred if complaints are made anonymously. Please bear in mind that the school takes its policy against retaliation seriously. Also, while the school cannot promise strict confidentiality, because information must be shared in order to conduct an effective investigation, the school releases information concerning complaints and investigations of bullying, cyber-bullying, and retaliation only on a legitimate need to know basis. SEED School will comply with any request of the local authorities.

We have a responsibility to keep students safe and provide the best environment possible for learning. We hope that you will continue to partner with us by:

- ❖ Discussing this important issue with your child
- ❖ Communicating with an Administrator if you suspect that your child is participating in or is the victim of bullying or bully-like behavior (excessive teasing, “joning” and horse playing towards a specific person)

BYSTANDER POLICY

Students are expected to report rumors of bullying, planned bullying, as well as bullying actually observed. Students who watch and laugh, as well as those who watch but do not report what they have witnessed, are considered bystanders and will be treated as participants.

SEED PCS defines bystanders as those who observe or have knowledge of, a level 3 or 4 without alerting or seeking support from a school staff member. This may include instances of bullying, fighting, theft, or arson.

STUDENT CELL PHONE POLICY

6th-9th grade SEED students are **not** permitted to have cell phones on campus. The first time a phone is confiscated; it will be held for one week in the Assistant Principle’s office and returned to the parent. If the phone is confiscated a second time, a parent meeting will be required before returning the device. If the phone is confiscated a third time, it will be held in the Assistant Principal’s office until a parent comes to retrieve them.

10th-12th grade students are permitted to have cell phones on campus but are not permitted to have them during the academic day or during scheduled after-school programming. Students are also not permitted to have a cell phone in their possession during testing (DC CAS, PSAT, and SAT etc).

Should there be extenuating circumstances, parents may request an exemption to this policy from the Principal or Director of Student Life. Any 6th-9th grade student in possession of a cell phone or 10th-12th grade student who uses a cell phone outside of the designated times without an exemption will have them confiscated and the phone will be returned to the parent only at check-out in the dorms. Students may also receive disciplinary consequences.

The SEED PCS is not responsible for phones damaged, lost or stolen on campus.

STUDENT TOBACCO, DRUG & ALCOHOL USE POLICY

The purpose of this policy is to maintain an alcohol-free and drug-free student environment. It is contrary to school policy to passively tolerate the use of tobacco, alcohol, drugs, or other controlled substances. The school's approach to student use of such substances is a combination of prevention, treatment, and disciplinary interventions.

The phrase "tobacco, alcohol, drugs, and other controlled substances," includes, but is not limited to, the following, in any form:

Commercial-sale tobacco; alcohol, and alcohol-containing beverages; inhalants (such as gases, solvents, and adhesives); mood-altering substances; marijuana and its derivatives; cocaine, crack cocaine and its derivatives; LSD and other hallucinogenic drugs; PCP; amphetamines and amphetamine-like compounds; heroin; methadone; scheduled narcotics; anabolic steroids; herbs, herbal/natural stimulants; designer drugs and look-alike products and drug paraphernalia.

A student may not possess, use, produce, sell, distribute or have knowledge of alcohol, drugs, or other controlled substances. The SEED PCS reserves the right to test students for suspected drug use. The parent/guardian will be notified of the test and the results by the Dean of Students and/or School Administrator. The only exception is for medication dispensed by the School Nurse, with appropriate documentation on file. A student may not possess, use, or share a prescription medication or over-the-counter preparation without the approval of the Nurse, Principal, or Director for Student Life. A student may not use a prescription or over-the-counter prescription inappropriately or illegally. A student may not violate district or federal laws regarding alcohol, drugs, or other controlled substances.

A student determined to have sold, delivered, distributed or have knowledge of alcohol, drugs, or other controlled substances for the purpose of drug use, as a result of an internal investigation, will result in an automatic dismissal from the

SEED School. A Step 3 Meeting will be held with the Head of School and withdrawal prior to this meeting is not allowed. This policy applies to all students at all times in all settings, including but not limited to, school buildings, on school property and grounds, in school-owned vehicles, and at school-sponsored events regardless of location.

SEQUENCES OF CONSEQUENCES

Classroom/Dormitory-Managed Responses Redirection

Redirection to Corrective Strategies

Student misbehavior is initially responded to by a corrective strategy from a faculty member. Faculty may use the following Model of Care Strategies – Ignore Non Verbal Prompts, Verbal Prompts, Corrective Strategies, Guided Self Correction and Corrective Teaching. This corrective strategy communicates that a student's behavior is inappropriate and provides fair warning to alter the behavior or face more consequences. Adults will also document the need to redirect on the student's CVC or School Note, where applicable.

Sample: Student misbehavior is initially responded to by a corrective strategy from a faculty member. Faculty may use a variety of corrective strategies.

Continuum of Correction (Guided Practice – My Action Plan “MAP”)

When a student has been given a reasonable amount of redirections, the faculty has used corrective teaching strategies and their behavior continues to be an infraction of the code of conduct, they will be assigned “Reflection.” Reflection entails sitting at a designated area (where they are not allowed to talk or interact with any peers or with the faculty member). Students are expected to stay attentive to class discussions/lectures/presentations and are responsible for all assigned work. When the student has reflected and is able to self-manage behavior, then she or he will be invited once again to participate in class. Students sent to Reflection are expected to “reflect” about their behavior and to figure out what they need to do to behave in a way that is more in keeping with SEED's core values. To facilitate this process, students will fill out a “My Action Plan” (MAP) form in the middle school (and participate in a different type of reflection activity in the upper school). The MAP asks students to identify their infraction, things they will do to improve their behavior, and to identify ways that adults can help them be successful going forward. Students are expected to turn in a completed MAP to the faculty member. MAPs will be reviewed by the faculty member, and/or the Dean's Office if the student is removed from class or an activity due to an unsuccessful reflection). Depending on the infraction, a student-faculty meeting may be initiated to address the issue or conflict. Students who repeatedly need time for reflection may receive additional consequences, such as loss of basic privileges. Students who continue to misbehave after given time to reflect will be dismissed from that setting.

During Student Life activities, students will complete their MAP during or after the activity, depending on the activity. In certain situations (such as an off-campus activity) it may be impossible to have a student sit in a designated area. In this situation, student life faculty may provide the student with an alternate reflection activity or may refer them to reflection upon return to campus.



Please note that the frequency and severity of behavioral infractions will be considered when assigning consequences.

Level I: Productive Personal Environment

- ◆ Not having appropriate equipment and materials
- ◆ Unauthorized eating in classroom, dorm room, or unauthorized space
- ◆ Failure to keep living area neat and orderly
- ◆ Failure to complete assignments during study hall/or scheduled time for reading
- ◆ Failing to complete and turn in assignments

Range Of Consequences: Redirection, Reflection, Call Home, Early Lights-Out, or otherwise make-up missed learning time, Lose of Privileges and Community/Financial Restitution

Staff Oversight: Support Staff, Life Skills Counselors, Resident Assistants, and Teachers

Level II: Productive Classroom/Dormitory Environment

- ◆ Being out of seat without permission
- ◆ Being out of uniform
- ◆ Sleeping during class, study hall, or scheduled time for reading
- ◆ Failure to follow dining routines
- ◆ Improper use of school equipment or materials
- ◆ Inappropriate campus phone usage (using phone outside of authorized time or without supervision)
- ◆ Possession of a cell phone (6th to freshmen)
- ◆ Inappropriate usage of cell phones, headphones and other electronic devices (10-12th grade)
- ◆ Failure to complete assigned Level I or Level II consequences
- ◆ Not having a SEED Note or CVC Card (6th grade - freshmen)
- ◆ Running in hallways, classroom, dormitory, or other community spaces
- ◆ Possession of MP3, IPOD, Handheld game devices, personal musical devices and all other electronic equipment that may serve as a distraction to learning or scheduled programs

Range of Consequences: Redirection, Reflection, Call Home, Lunch Detention or otherwise make-up missed learning time, Parent Conference, Parent Shadow

Staff Oversight: Support Staff, Life Skills Counselors, Resident Assistants, and Teachers

Level III: Orderly Environment

- ◆ Violations of the computer and network Acceptable Use Policy (SEE *pages 64-71*) not pertaining to Level IV infractions
- ◆ Truancy and excessive tardiness (3 times, more than 5 minutes late) for class, Student Life routines, activities, breakfast, etc.
- ◆ Inappropriate display of affection (kissing, hugging, groping)
- ◆ Solicitation (selling unauthorized items—e.g. snacks—at school)
- ◆ Profanity and abusive language (including “put-downs”, “joning”, derogatory remarks, sexually explicit remarks)
- ◆ Inappropriate/inadequate participation in school activities (i.e., internships, off-campus outings, weekend enrichment opportunities connected to the SEED School)
- ◆ Possession of a prohibited item (See Personal Student Property policy, pages 58-59)
- ◆ Possession of matches, lighters, fireworks, or any other fire-starting agents.
- ◆ Horseplay—hitting, grabbing, shoving, poking, tapping, chasing
- ◆ Harassment of any kind, including bullying via text messaging, Facebook, Twitter or any other form of social media, or using language meant to threaten or intimidate
- ◆ Possession of or displaying inappropriate music, videos, images, posters, magazines (images or music that includes profanity, nudity, or derogatory language)
- ◆ Failure to follow routines that endanger the safety of self and/or the safety of others
- ◆ Failure to report to assigned internship, school event, etc.
- ◆ Forgery of SEED Note or other important documentation
- ◆ Being in an unauthorized area (out of area)
- ◆ Filing false reports or accusations—being untruthful
- ◆ Throwing items in class, dorm, or community setting
- ◆ Cheating/plagiarism, to include forgery
- ◆ Failure to complete assigned Level III or Level IV consequences
- ◆ Documentation of a repeated pattern of violating Level I or II (3x within a month)

Range of Consequences: Referral, Conference with Dean of Students, Writing Assignment, Communication with parent/guardian, Community Reinvestment, Apology, 1-hour Detention, Friday Detention, Loss of Privilege, Focus Group, Success Plan, Media Resource or Suspension, Community/Financial Reinvestment

Staff Oversight: Dean of Students and other SEED Administrators

Level IV: Safe Environment

- ◆ Possession or use of a weapon (not limited to the following: air rifle, starter/pellet pistol, knife, gun, explosive devices, or any weapon that can be used to inflict serious bodily harm) *automatic dismissal*
- ◆ Theft and/or possession of stolen property
- ◆ Fighting—assault or battery of any kind
- ◆ Defiance/insubordination (refusal to follow safety instructions after multiple redirections)
- ◆ Possession, sale, distribution, or use of alcohol, drugs, controlled substances, or drug paraphernalia *automatic dismissal*
- ◆ Possession, sale, distribution, or use of tobacco
- ◆ Defacement/destruction of property (graffiti or vandalism); improper use of school equipment or materials to include furniture, walls, bathrooms, locker rooms, etc.
- ◆ Physical or Sexual Harassment (including hazing) (see *Harassment Policy*)
- ◆ Physical threats of harm issued towards a staff member
- ◆ Knowledge of or involvement in arson
- ◆ Being off campus without permission
- ◆ Pulling a fire alarm or fire extinguisher without cause or otherwise making a false alarm
- ◆ Inappropriate sexual conduct (fondling of genitalia, engaging in any form of sexual relations)
- ◆ Possession or distribution of prescription medication
- ◆ Gambling
- ◆ Documentation of a repeated pattern of Level III or IV

Infractions involving the possession of a gun will result in dismissal from The SEED PCS in accordance with The Gun Free Schools Act.

Range of Consequences: Suspension with a Reflection Meeting, Suspension and a Discipline Review Meeting, Suspension with a Self Efficacy Agreement, Automatic dismissal with the option of an Appeal Meeting.

****The SEED School may have to report Level IV incidents to various authorities including but not limited to the MPD, Colleges/Universities & DCPCSB when the behavior is illegal, causes significant disruption to the school operation, or causes substantial harm to self or others.***

Staff Oversight: Dean of Students and other SEED Administrators

Please note that all behaviors in Level IV compromise a safe environment for all members of the SEED community and are taken very seriously. Any student(s)

involved in or having knowledge of these behaviors will be assigned serious consequences of suspension, probation or recommendation for dismissal.

DEAN OF STUDENT OR ADMINISTRATOR RESPONSES

Referral – a documented report prepared by a staff member and a student for a Level III or Level IV behavior

A student receives an Office Referral for the following reasons: Serious misbehavior or school rule infraction, Escalation of a behavior in response to correction and Repeated inappropriate behavior over time (SER).

Students and staff are required to complete an office referral. Upon request, a parent/guardian may request a copy of their child's referral. A copy of the referral is provided within a reasonable administrative period.

Conference with Dean of Students - This is a meeting between the student and the Dean. During the meeting, the student is provided the opportunity to talk about what happened. The Dean of Students issues consequences and prepares the student to develop an apology. The DOS also prepares the teacher to accept the student's apology and to return to class and/or activity.

Writing Assignment - A written exercise given to a student to reflect upon their behavior.

Communication with parent/guardian – A method used to inform the parent/guardian of the child's behavior and range of interventions administered i.e. phone call home, written documentation or schedule conference if necessary.

Community/Financial Reinvestment – A social or financial repayment for violation of school rules and/or property.

Apology - An apology is used as a means of returning to class and/or an activity as soon as possible. Everyone has a role – Administrator, Student and Teacher.

Focus Group - A group designed by the Dean of Students to focus on a particular topic i.e. Time Management to improve tardies.

Success Plan – A plan between the Dean of Students and the student that outlines social skills training and social competence for future ability to perform a given task or set of tasks in a way that is deemed acceptable by others.

Media Resources – Library media resources are used to teach social skills training and social competence for a particular topic i.e.

Loss of Privileges - a disciplinary consequence whereby a student may not participate in extracurricular activities i.e. school dance

SEED offers students many privileges that can be taken away as a consequence for poor behavior. A loss of privileges may include a decrease in phone time, being omitted from a social activity (e.g. a dance or off-campus event), an earlier bedtime, or bedroom restrictions.

Detention – a disciplinary consequence held after school or exclusion from recess or extracurricular activities or similar actions of short duration that do not result in the student's loss of academic instruction time.

The Dean of Students or an administrator may assign students to detention for behavior problems, tardiness or incomplete work. If a student is referred out of the classroom, an administrator may assign the student to a lengthier and more severe detention held in the mornings. Parents will be informed of a child's detention record and of office referrals upon request or during occasional calls/ letters, but families may not receive daily contact about detentions. Detention is assigned by the Dean of Students and an Administrator. During detention, students will be required to complete a writing assignment. Student's assigned detention may also be required to have a meeting with the Dean of Students and/or other staff to resolve behavioral challenges. Students are expected to use detention time constructively (sleeping is not allowed). Students can complete missed assignments, read ahead, etc. It is the student's responsibility to attend detention prepared and on time, when assigned. Students who receive excessive detentions or fail to attend detention will have further consequences.

Suspension – a disciplinary consequence whereby a student may not participate in any school function (academic/residential programming) for a specified period of time.

To create and maintain a safe, supportive, fair and reliable school community and culture, The SEED PCS will suspend students from school when there are serious rule infractions (the behavior of an individual student is so disruptive or dangerous that he/she poses a very real and immediate threat to the health and safety of other members of the school community, or to the ability of the school community or portion thereof to continue normal operations). A student may be suspended for one to three days according to the listed infractions in the Disciplinary Code. The Principal or the Director of Student Life or Director of Student Support Services may decide suspension of a greater length after discussion with the Dean of Students and other Administrators. In all cases, parents or guardians will be informed of a suspension and will be required to attend a Reflection and/or Discipline Review Meeting to address the school in fraction. Students may also be

placed on disciplinary status. (A second suspension results in an automatic increase in a student's disciplinary status from official warning to intervention, etc).

The SEED PCS Suspension Process	
1	Dean's Office/Administrator is made aware of an infraction. Upon notification of an infraction a disciplinary referral form is required to be completed by the witnessing faculty/staff member(s) or student(s).
2	The student(s) will report to the Dean's Office/Administrator to be informed of the infraction and at this time is provided notice of the infraction presented by faculty/staff member(s) or student(s).
3	The student is provided an opportunity to present his/her version of what occurred by writing an incident report(s).
4	After completed versions of the incident report(s) the Dean's Office/Administrator will ask questions to surmise the facts.
5	If additional information is gathered regarding the student's infraction the Dean's Office/Administrator may request additional staff/faculty or student referral forms to be completed to make a decision regarding the infraction.
6	If the behavior described meets the criteria of a Level 3 or 4 infraction and jeopardizes the safety of students and/or staff and the additional information supports the findings, the Dean's Office/Administrator may assign a suspension and another consequence.
7	Dean's Office/Administrator makes a phone call to the student's parent/guardian to notify them of the infraction and the information gathered pertaining to their child's involvement in the incident and that the consequence of the student's behavior warrants a suspension and possibly another consequence.
8	Parents are informed of the number of days which a student is suspended and the type of disciplinary meeting and the time/date in which the parent and student are required to attend prior to returning to SEED. If a student has an IEP and/or 504 Plan the Dean's Office/Administrator will contact the Director of Special Education for a Manifestation Determination Review Meeting. The Director of Special Education will contact the parent to inform them of the date/time of the meeting as well as provide the parent with a copy of the Procedural Safeguards. (See page 97)
9	The parent/guardian is informed to pick up the student from school if they are under the age of 16 within 1.5 hours of the suspension. It is up to the administrator's discretion to send a student who is over 16 year of age home on their own, if a family has extenuating circumstances.
10	Upon parent/guardian arrival the Dean's Office/Administrator issues a written notice of Suspension, Letter of Receipt of the Suspension, and information pertaining to the appeal process.
11	The parent/guardian should contact the MS Director and/or HS

	Director to obtain school work while suspended. If applicable, the parent should also contact the school nurse for medication.
12	During suspension the student may not return to the school for any activities and/or events.

Student suspensions are documented and maintained in SEED's internal database for all students. If requested a high school students behavioral record maybe forwarded as part of the transfer of records and/or the college application and admissions process.

When the student returns to school following a suspension, they must attend a Reflection Meeting with their parent/guardian and SEED administrator(s). The parent and student must also attend scheduled intervention workshops and/or other conferences as deemed by a Self-Efficacy Agreement.

Removal from the SEED PCS Community

As discipline is the primary responsibility of the parent, in certain instances, a student's misconduct may require that they be separated from our community for a term determined by the Dean of Students, and/or the Principal or the Director of Student Life or Director of Student Support Services. In such cases, the incident and disciplinary response are documented but not included in the student's permanent record. When the student returns, they must attend a Reflection Meeting with their parent/guardian and the Dean of Students or School Administrator before returning to school programming.

Disciplinary Probation

The student may not participate in student activities including, but not limited to, athletic teams, the Student Government, SEED ambassadors, and may be barred from special programs, activities, and privileges (i.e., field trips, dances, downtime activities, etc) at the discretion of the Dean of Students. All students on disciplinary probation are required to comply with a contract agreed upon by the student, parent/guardian, Principal and Director of Student Life. Should their behavior improve, the Dean of Students may remove their probationary status. Should the student's misconduct continue the student may be scheduled for a Discipline Review Meeting.

Discipline Review (Dismissal Decision) Meeting

If the Principal and Director of Student Life make the decision for dismissal, the student must leave campus immediately. This decision is forwarded to the Head of School to uphold or reverse the decision and the child returns to SEED. The decision for dismissal is taken very seriously. At this point of the disciplinary process, withdrawal from the SEED School is not an option. **The parent of the student may appeal the recommendation directly to the Head of School, (202) 248-3007, no later than 5:00 pm on the second day of the announced decision.** The Head of School will honor all appeals by meeting with the student and parent. If the decision is not upheld by the Head of School, the decision of the Principal and Director of Student Life becomes final. The family will be able to make arrangements with the Student Life Program's Office to pick up the student's belongings. Students and families will not be permitted to enter the dorms following the meeting.

If a student is dismissed, the process for forwarding educational files described in the section entitled "Withdrawing a Student" will be followed. **Students who are dismissed are NOT eligible for summer opportunities.**

Parent Appeal Process for Disciplinary Actions

The SEED Public Charter School protocol for managing disciplinary issues is outlined on pages 27-34. As described, whenever possible students will be redirected by the staff member working with them at that time. When the behavior fits the description of a Level III or IV infraction, the student will receive a referral. The referral process includes written documentation of the incident, documentation of the incident in our electronic database (Power School) and a consequence designed to respond to the behavior.

When a referral is written for an incident that involves safety, an incident report is written by student(s) and staff with the most knowledge about the incident. Based on information collected a consequence or disciplinary action is determined.

When a parent disagrees with a disciplinary decision the following steps should be taken:

- Follow SEED's protocol and consequence structure (if your child has been suspended, pick them up, sign necessary documents, attend the Reflection Meeting, etc)
- In writing, document your concerns about the incident and address them to the Director of Student Support Services, at 202-248-5012. You will be contacted within 48 hours of your submission.
- If you remain dissatisfied with the response to your written appeal, you may request a meeting with the Head of School by calling 202-248-3007.
- Once the meeting is scheduled all relevant documentation (including but not limited to student's behavior record, academic record, referrals and the parent's letter stating their specific concerns) will be forwarded and reviewed by Mr. Adams.
- If after taking these steps you remain dissatisfied, you should contact the Vasco Fernandes, Chair of the SEED School of Washington DC's Board of Trustees.

Note: By request parents are permitted to have incident reports written by their own child and by the school nurse

Appendix

Definitions

Academic Dishonesty – any conduct that unfairly influences academic outcomes including: Plagiarism including the adoption or reproduction of ideas, words, or statements of another person or source without giving acknowledgment or credit to the person or source; cheating including any attempt to give or obtain assistance in with a test or examination, without permission or acknowledgement

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

Bully Definition: Bullying is the severe or repeated use by one or more students of verbal, written or electronic communication or a physical act or gesture, or exclusion, or any combination thereof, directed at another student that has the effect of:

- Causing physical or emotional harm,
- Placing the student in reasonable fear of harm to self or damage to self or of damage to self property
- Creating an unwelcoming or hostile environment at school for another person
- Infringing on the rights of another person at school, or
- Materially and substantially disrupting the education process or the orderly operation of a school

Distribution – the transfer to any other person, with or without the exchange of money or other valuables

Documented Pattern of Repeated Behavior – repeated commission of the same or similar infraction. Behavioral occurrences on a single school day, or in a single class period. To impose disciplinary action using this standard, prior infractions must be documented.

Detention - – a disciplinary consequence held after school or exclusion from recess or extracurricular activities or similar actions of short duration that do not result in the student's loss of academic instruction time.

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

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

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

“Gun-Free School Act” – Federal law requiring states to have a law in place requiring the dismissal of a student who is found to have brought a firearm to school.

Horse play – habitual rough or boisterous play.

Harassment – verbal or physical conduct or communication relating to an individual's actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familiar status, disability, source of income, etc., a manner that denies or limits a student's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive environment for students, employees, or others in the school environment. This includes written or verbal communications that are electronically transmitted with the intention of creating or causing the same harm described.

Inappropriate Use of SEED Computer or Network – any use of SEED computers or networks in violation of the SEED Internet Safety and Use Policy.

IEP – an individualized education program as that term is defined in the Individuals with Disabilities Education Act.

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

Suspension – a disciplinary consequence whereby a student may not participate in any school function (academic/residential programming) for a specified period of time.

Self-Defense – defensive behavior that occurs while an assault is being inflicted on oneself or another, and is not more forceful than absolutely needed to deflect the violence suffered and prevent continuing injury or harm to oneself or the other person

Sexual act – any sexual act committed among two consenting parties

Sexual Harassment – deliberately harassing another person for sexual reason or in a sexualized manner with unwanted attention, touching or verbal comments such that the person is uncomfortable, intimidated, or threatened by the behavior

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

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

ATTACHMENT I

Attachment I

Insurance Requirements



SEEDFOU-02 MGL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2013

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 Associated Insurance Management, Inc. 3140 West Ward Rd Suite 105 Dunkirk, MD 20754	CONTACT NAME: M. Goldie Lohmar PHONE (A/C No. Ext): (301) 812-2083 FAX (A/C No.): (877) 732-6148 E-MAIL ADDRESS: mglohmar@aimcommercial.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Indemnity Ins. 18058 INSURER B : Travelers Indemnity Co. of CT 25682 INSURER C : Travelers Property Casualty Co. of America 25674 INSURER D : INSURER E : INSURER F :
INSURED SEED Public Charter School of Washington, DC SEED Foundation, Inc. Attn: Dwight Crawford 1776 Massachusetts Ave, NW, Suite 600 Washington, DC 20036	

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	PHPK1040938	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 SEXUAL OR PHYSI \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1040938	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB426061	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	YEUB2A25568713	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	BLANKET BUILDINGS		Y6302A255687TIL13	7/1/2013	7/1/2014	\$10,000 Deductible 73,287,225
A	DIRECTORS & OFFICERS		PHSD845071	7/1/2013	7/1/2014	\$5,000 Deductible 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Premises: 4300 C Street, SE, Washington, DC 20019
 Certificate Holder is included as additional insured.

CERTIFICATE HOLDER DC Public Charter School Board 3333 14th Street, NW Washington, DC 20010	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
---	--

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ATTACHMENT J

Attachment J

Key Personnel

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ATTACHMENT K

Attachment K

2012-13 Board of Trustee Roster

Charles Adams, Head of School

Ex-Oficio

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Vasco Fernandes

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Marina Ottaway

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Desa Sealy

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