

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

STATESMEN COLLEGE PREPARATORY ACADEMY FOR BOYS PUBLIC CHARTER  
SCHOOL

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## CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2018 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and STATESMEN COLLEGE PREPARATORY ACADEMY FOR BOYS PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

### RECITALS

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

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

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

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

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

### SECTION 1. ESTABLISHMENT OF SCHOOL

#### 1.1 [Charter](#).

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

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

(i) The School Corporation’s statement regarding the mission and goals of the School and the manner in which the School will conduct any district-wide assessments [Sections 2.1 and 2.3 below];

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

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

(iv) Procedures to Ensure Health and Safety of Students and Employees [**Attachment C**];

(v) Assurance to Seek, Obtain, and Maintain Accreditation [**Attachment D**];  
and

(vi) Relationship Between School and Employees [**Attachment E**].

The School Corporation shall provide DC 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 provide DC PCSB a written request for approval for any proposed changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

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

## **SECTION 2. EDUCATIONAL PROGRAM**

### **2.1** [Mission Statement](#).

**A.** The School Corporation shall operate the School in accordance with its mission statement:

The mission of the Statesmen College Preparatory Academy for Boys Public Charter School is to create a boy-friendly pedagogy-informed academic environment within which young men are equipped with the academic skills, social competencies, and personal development necessary to navigate life challenges, attend and complete the college of their choice, and return to become the premier agents of social change within and for the communities they serve.

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

2.2 [Age-Grade.](#)

A. Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in grade four. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall provide instruction to students in grades four through eight and serve 425 total students.

**SCHEDULE I. Maximum Enrollment Schedule**

<b>Grade</b>	<b>School Year 2018-19</b>	<b>School Year 2019-20</b>	<b>School Year 2020-21</b>	<b>School Year 2021-22</b>	<b>School Year 2022-23 and at Capacity</b>
4	85	85	85	85	85
5		85	85	85	85
6			90	90	90
7				85	85
8					80
<b>LEA Total</b>	85	170	260	345	425

The School Corporation reserves the right to adjust the number of students in each grade, while staying within the confines of the total local educational agency (“**LEA**”) enrollment for each school year.

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

2.3 [Goals and Academic Achievement Expectations.](#)

A. The School Corporation has selected as its measure of academic achievement expectations for its fourth through eighth grade programming the indicators listed in the corresponding Performance Management Framework (“**PMF**”).

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

(ii) If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated individually by DC PCSB using the measurement of academic achievement expectations and goals outlined in this Section. (“**Campus**” is defined by DC PCSB’s *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible

for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the DC Office of the State Superintendent of Education (“OSSE”). A campus may have a distinct grade span, such as early childhood, elementary, middle, or high school, or a combination of the above. A campus may be in the same facility or different facilities.)

**B. Standard for charter review and renewal.** The School Corporation’s five-year charter review will occur in school year 2022-23, its ten-year charter review will occur in school year 2027-28, and its fifteen-year charter renewal will occur in school year 2032-33. The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

**Fifth-Year Charter Review:** At its fifth-year charter review, obtains an average PMF score for school years 2018-19, 2019-20, 2020-21, and 2021-22 equal to or exceeding 40%.

**Tenth-Year Charter Review:** At its tenth-year charter review, obtains an average PMF score for school years 2022-23, 2023-24, 2024-25, 2025-26, and 2026-27 equal to or exceeding 45%.

**Charter Renewal:** At its fifteen-year charter renewal, obtains an average PMF score for school years 2027-28, 2028-29, 2029-30, 2030-31, and 2031-32 equal to or exceeding 50%.

**Improvement Provision:** In cases where a School has not achieved the above thresholds, the DC PCSB Board may, at its discretion, determine that a School has met its goals and academic achievement expectations if it has demonstrated consistent improvement on overall PMF scores over the course of the most recent five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of untiered measures.

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

**D.** The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School’s academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by DC PCSB, or the manner in which the School will conduct district-wide assessments, in accordance with DC PCSB’s *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* and 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 DC 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 DC PCSB with any materials requested by DC 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.*) (“**IDEA**”), 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 be its own LEA for the purpose of providing services to students with disabilities.

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

### 3.1 Location.

**A.** In its first Academic Year, the School shall be co-located with Rocketship Public Charter School – Legacy Prep at 4250 Massachusetts Ave. SE, Washington, DC 20019 (the “**School Property**”). Failure to secure a different location for its second year of operation will be grounds for charter revocation pursuant to § 38-1802.13 of the Act and Section 9.2 of this Agreement. DC PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School’s first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

**B.** In the School’s first Academic Year of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range. After its first full Academic Year of operation, the School Corporation may submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act to expand into a multi-campus school. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB shall approve or deny the request within ninety 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 DC PCSB at least three months prior to its intended relocation. Such a request for approval 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 DC PCSB in the Petition. DC 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**, which should be completed at least one 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; however, the School may choose to restrict the enrollment of new students to specific grades. 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 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 its random selection process and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has agreed to use My School DC and comply with its rules and policies to ensure a random selection and open enrollment process. However, if at any time the School Corporation chooses not to participate in My School DC, it shall submit to DC PCSB, by August 1 of the school year in which the changes will take effect, a petition for charter revision pursuant to § 38-1802.04(c)(10) containing a description of its proposed random selection process. The School Corporation shall provide DC PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of DC PCSB staff, and its agents in connection with the proposed changes. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

**C.** The School shall maintain an enrollment substantially in accordance with **Schedule I**. The School Corporation shall provide DC PCSB a written request for approval for an increase in the maximum enrollment of the School pursuant to DC PCSB's *Enrollment Ceiling Increase Policy*. The School Corporation will not receive funding for students served in excess of its approved maximum enrollment.

### 3.3 [Disciplinary Policies.](#)

**A.** The School Corporation shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, and shall provide a copy of those policies and procedures to students and parents within the first ten business days of the beginning of the school year, and provide a copy to DC PCSB for its approval as part of the Annual Compliance Reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction and federal laws and regulations governing the discipline and placement of students with disabilities. However, the School Corporation agrees to provide DC PCSB with a written request for approval prior to the adoption of any material changes to its Discipline Policies that are to take effect before the next Annual Compliance Reporting.

**B.** Pursuant to DC PCSB’s *Data and Document Submission Policy*, the School Corporation shall track and report suspensions and expulsions in accordance with the expectations for timely submission, including daily attendance, which is uploaded weekly, and discipline data, which is uploaded monthly. The School Corporation shall use the data management reporting software identified by DC PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline 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 DC PCSB as part of the Annual Compliance Reporting. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide DC PCSB written notice of any material change to its complaint resolution process at least three months prior to adoption.

**3.5** [Operational Control](#).

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

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

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as the School’s facilities;
- (iii) to receive and disburse funds for School purposes;
- (iv) subject to § 38-1802.04(c)(1) of the Act, to make contracts and leases including agreements to procure or purchase services, equipment, and supplies;
- (v) subject to § 38-1802.04(c)(1) of the Act, to secure appropriate insurance;
- (vi) to incur debt in reasonable anticipation of the receipt of funds from the general fund of the District of Columbia or the receipt of federal or private funds;
- (vii) to solicit and accept any grants or gifts for School purposes;
- (viii) to be responsible for the School’s operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in the public charter school’s own name.

**3.6** [Accreditation.](#)

**A.** By the end of its first nine years of operation, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in § 38-1802.02(16) of the Act and DC PCSB's *Accreditation Policy*.

**B.** The School Corporation shall provide DC 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 bylaws 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 DC PCSB with a written request for approval of any material change(s) to its articles of incorporation or bylaws within three 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 members and a maximum of fifteen 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 shall not charge for participation in the School’s credit recovery program any student who is not liable for tuition costs under the Act, should the school operate such a program. The School Corporation may charge reasonable fees or other payment for after school programs, field trips, or similar non-mandatory 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 to DC PCSB, with respect to any procurement contract, as defined by DC PCSB in its *Procurement Contract Submission Policy*, awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding the threshold in the Act, certain documents defined by the policy not later than three business days after the date on which such award is made. The foregoing shall not apply to any contract for the lease or purchase of real property by the School Corporation, any employment contract for a staff member, or any management contract between the School Corporation and a management company designated in its petition. However, the School Corporation shall also submit non-procurement contracts to DC PCSB in accordance with the Policy.

**B.** The School Corporation shall follow the requirements of § 38-1802.04(c)(10) of the Act prior to entering into a contract with a third party for the management of the School (a “**School Management Contract**”), other than the third party designated in its petition. The School Corporation shall submit a written request for approval to DC PCSB before entering into; canceling; terminating; or materially amending, modifying, or supplementing any contract with a third party for the management of the School.

**C.** If a procurement contract to be awarded by the School Corporation is a conflicting interest contract, the School Corporation will award that contract pursuant to DC PCSB’s *Procurement Contract Submission Policy*, the School Corporation’s conflict of interest policies and procedures, and applicable law.

**D.** The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that DC 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 DC PCSB or the government of the District of Columbia with respect to any contract.

**E.** (i) Pursuant to § 38–1802.04(c)(22) of the Act, any executed agreement for services between a public charter school and a school management organization shall include a provision whereby the school management organization agrees, under the following circumstances, to provide to the public charter school for production to the eligible chartering authority books, records, papers, and documents related to services the school management organization provided or has agreed to provide to the public charter school:

(a) The public charter school requests such records from the school management organization; and either

(b) The annual fee the public charter school agrees to pay to the school management organization or any of its related entities, as defined by section 201(h)(4)(B)-(C) of the Economic Recovery Tax Act of 1981, approved August 13, 1981 (95 Stat. 218; 26 U.S.C. § 168(h)(4)(B)-(C)), is equal to or exceeds 20% of the school's annual revenue; or

(c) The annual revenue the school management organization expects to derive from District public charter schools will exceed 25% of the school management organization's projected total annual revenue.

(ii) The school management organization shall have the burden of producing records to demonstrate that it does not expect the revenue it derives from District public charter schools to exceed 25% of its projected total annual revenue.

(iii) The term "**school management organization**" means an entity that a public charter school identifies in its charter petition or petition for charter revision with which the public charter school contracts to provide management or oversight services regarding the school's expenditures, administration, personnel, or instructional methods. The term "school management organization" does not include an entity with which a public charter school contracts solely to provide administrative support services, such as: (A) payroll processing or information technology services; (B) academic support services; or (C) temporary management services recommended by the eligible chartering authority to improve the performance of a public charter school.

**5.5** [Insurance](#). The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment G**. All insurance companies shall be authorized to do business in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. As part of the Annual Compliance Reporting, the Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary (see **Attachment G**), subject to the availability of such insurance on commercially reasonable terms. However, should any insurance coverage expire prior to the Annual Compliance Reporting schedule, within thirty days of expiration the Board of Trustees will provide to DC PCSB either a notice that the Board of Trustees has determined that such coverage is no longer necessary or a certificate of insurance renewal or revision. Prior to the

first year of operation, the School Corporation shall provide proof of insurance pursuant to **Attachment G**.

**5.6** [Tax-Exempt Status](#). The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia by the time of the effective date of this Agreement 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 distinct and unique enrollment and attendance records to DC PCSB and in state and federal reports.

**5.8** [Board of Trustee Meeting Minutes](#). The School Corporation shall maintain copies of all minutes of meetings of the Board of Trustees of the School Corporation, including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting, certified by an officer of the School Corporation or a member of the Board of Trustees as to their completeness and accuracy. The School Corporation shall provide such documents to DC PCSB pursuant to the compliance reporting requirements no later than the end of the next fiscal year quarter after the occurrence of the School Board's meeting.

## **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 employees of the District of Columbia government for any purpose.

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

## **SECTION 7. REPORTING REQUIREMENTS**

**7.1** [Annual Reports](#). The School Corporation shall deliver to DC PCSB, by a date specified by DC PCSB, an annual report in a format acceptable to DC 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 DC PCSB may

request. The School Corporation shall permit any member of the public to view such report on request.

**7.2** [Audited Financial Statements](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall deliver to DC 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, and prepared in accordance with GAAP, government auditing standards for financial audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB.

**7.3** [Interim Financial Reports](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2018. "**Interim Period**" shall mean monthly, unless the School Corporation receives written notice from DC PCSB, after which it will mean the period designated by DC PCSB in such notice.

**7.4** [Budget](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall submit to DC PCSB, in a format that satisfies DC PCSB requirements, its budget for each succeeding Academic Year. DC PCSB may require additional information from the School Corporation in cases where DC PCSB staff have identified specific financial concerns. DC 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](#). Pursuant to DC PCSB's *Data and Document Submission Policy*, 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 DC PCSB. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit to DC PCSB distinct and unique attendance data.

**7.7** [Key Personnel Changes](#). The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five business 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 H** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of

such departure, and the actions the School Corporation has taken or intends to take to replace such person.

**7.8** [Authorizations](#). As part of the Annual Compliance Reporting, 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 DC PCSB, within seven business 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 DC 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 DC 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 DC PCSB apprised of any material developments in such Proceedings.

**7.11** [Reports Required by the Act](#). The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide DC 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, or other characteristics as proscribed by law.

**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 DC PCSB to the extent that the provision duplicates or is inconsistent with the Act.

**8.3** [Exemption from Provisions Applicable to DC 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, the Board of Education, the Mayor, or the 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 DC PCSB, its staff, and its agents in connection with DC PCSB's obligations to monitor the School Corporation.

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

**8.6** [Written Notice](#). If DC 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 DC PCSB may issue a written notice to the School Corporation stating the reasons for its concerns and inquiry. Upon receipt of such notice and upon request of DC PCSB, the School Corporation shall meet with DC PCSB to discuss DC PCSB's concerns and the School Corporation's response to DC PCSB's written notice.

**8.7** [Administrative Fee](#). Pursuant to DC PCSB's *Administrative Fee Policy*, the School Corporation shall pay annually to DC PCSB the maximum amount permitted by the Act, or such lesser amount as established from time to time by DC PCSB, to cover the administrative responsibilities of DC PCSB. Notwithstanding the foregoing, DC 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 DC PCSB such fee within five 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 DC PCSB in accordance with the Act, DC PCSB and the School

Corporation shall (i) renew this Agreement with amendments satisfactory to DC PCSB and the School Corporation, or (ii) enter into a substitute agreement satisfactory to DC PCSB and the School Corporation.

## **9.2** [Charter Revocation.](#)

**A.** Pursuant to § 38-1802.13 of the Act, DC PCSB may revoke the Charter if DC 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, DC PCSB shall revoke the Charter if DC 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, DC PCSB has the authority to propose revocation of the School or closure of any of its campus locations pursuant to this Section 9.2.

**9.3** [Termination.](#) This Agreement shall terminate if the School fails to begin operations by July 16, 2018, upon Charter revocation or nonrenewal, or by mutual written agreement of the parties hereto.

## **9.4** [Probation and Corrective Action.](#)

**A.** If DC PCSB proposes to revoke the Charter pursuant to § 38-1802.13(a) of the Act, DC 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 DC 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 DC PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require DC PCSB to place the School or any of its campuses on probation or develop a Corrective Plan.

**B.** If DC 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 DC PCSB a written request for approval five business days prior to taking any of the following actions: (i) waiving any material default under, or material breach of, any School Management Contract; (ii) 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; (iii) 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 (iv) 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 DC PCSB, (ii) has not been renewed by DC PCSB, or (iii) has been voluntarily relinquished by the School Corporation. Mandatory dissolution is only applicable in the case of revocation, non-renewal, or voluntary relinquishment of the Charter and is not applicable in the case of a campus closure pursuant to 9.2(C).

**B.** In the event of dissolution, DC PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan that includes (i) a budget for closure operations, (ii) liquidation of the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (iii) discharge of the School Corporation's debts; and (iv) distribution of 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 DC 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, attachments, waivers, consents, or supplements in connection herewith may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

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

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

**10.6** Assignment. The Charter runs solely and exclusively to the benefit of the School Corporation and shall not be assignable by either party; provided that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC 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 DC 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 DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC 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, or to exercise any other authority pursuant to this Agreement or applicable law.

**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 DC PCSB:

District of Columbia Public Charter School Board  
3333 14<sup>th</sup> St., NW; Suite 210  
Washington, DC 20010  
Attention: Scott Pearson, Executive Director  
Email: spearson@dcpcsb.org

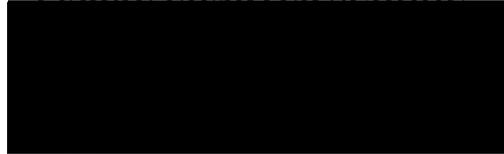
Telephone: (202) 328-2660

If to the School Corporation:

Statesmen College Preparatory Academy for Boys Public Charter School  
4250 Massachusetts Ave. SE  
Washington, DC 20019  
Attention: Shawn Hardnett, Founder and CEO  
Email: [shawnhardnett@northstarboys.org](mailto:shawnhardnett@northstarboys.org)  
Telephone: (202) 796-5092

**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.

**STATESMEN COLLEGE  
PREPARATORY ACADEMY FOR BOYS  
PUBLIC CHARTER SCHOOL**



Title: *CEO*

Date: *7/22/18*

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**



Title: Board Chair

Date: 07/03/2018

## 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	Insurance Requirements
ATTACHMENT H	Key Personnel

## **ATTACHMENT A**

### **Rules and Policies for Governance and Operation of School Corporation**

Statesmen College Preparatory Academy for Boys Public Charter School's (Statesmen Academy for Boys PCS) Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Founder is an ex-officio, voting Board of Trustees member and reports to the Board. All other employees report to the Head of School. At present, there is no management company engaged in the oversight of Statesmen Academy for Boys PCS. In its first three years of operation, Statesmen Academy for Boys PCS shall not contract with any school management organization or employ staff of a school management organization without the written permission of DC PCSB.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law and with DC PCSB's *Procurement Contract Submission Policy*, to protect Statesmen Academy for Boys PCS's interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, or member of a committee with Board-delegated powers. Trustees and executive leadership of Statesmen Academy for Boys PCS will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest. The Governance Committee of the Board of Trustees will review conflict of interest forms to determine whether or not a conflict exists and how to handle it. In the event of a potential conflict involving a member of the Governance Committee, the Executive Committee will resolve the issue. If a Board of Trustees member has a conflict of interest, then he/she must declare this conflict so that a decision as to whether that member may vote on the particular matter can be made.

The Board of Trustees, or designated Committee, will make conflict of interest decisions in alignment with the mission of the school, and in compliance with local and federal laws and DC PCSB policies.

## **ATTACHMENT B**

### **ARTICLES OF INCORPORATION**

#### **ARTICLE I**

##### **NAME/REGISTERED OFFICE**

The name of this corporation shall be STATESMEN COLLEGE PREPARATORY ACADEMY FOR BOYS PUBLIC CHARTER SCHOOL (the "Corporation"). The current address of the Corporation is 1805 7<sup>th</sup> Street NW, 6<sup>th</sup> Floor, Washington, DC 20001.

#### **ARTICLE II**

##### **PURPOSE**

The Corporation shall be a nonprofit corporation under Title 29, Chapter 4. The Corporation is organized exclusively for charitable and educational purposes, more specifically for the sole purpose of establishing and operating a public charter school in the District of Columbia. Therefore, the Corporation shall at all times be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

The corporation shall not have any capital stock.

#### **ARTICLE III**

##### **EXEMPTION REQUIREMENTS**

At all times the following shall operate as conditions restricting the operations and activities of the Corporation:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purpose set forth in Article II (Purpose) hereof.

2. No substantial part of the activities of the Corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the Corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for office.

3. Notwithstanding any other provisions of this document, the Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding sections of any future federal tax code, or (b) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

**ARTICLE IV  
DURATION**

The duration of the Corporation shall be perpetual.

**ARTICLE V  
MEMBERSHIP**

The Corporation shall have no members.

**ARTICLE VI  
BOARD OF DIRECTORS**

The management of the Corporation shall be vested in a Board of Trustees, as defined in the Corporation's bylaws.

**ARTICLE VII  
PERSONAL LIABILITY**

No director or officer shall be personally liable for the debts or obligations of the Corporation of any nature whatsoever, nor shall any of the property of the officer or director be subject to the payment of the debts or obligations of the Corporation.

**ARTICLE VIII  
DISSOLUTION**

In the event of dissolution of the Corporation, assets of the Corporation shall be disposed of in strict compliance with the requirements of Section 501(c)(3) of the Internal Revenue Code and § 38-1802.13a of the District of Columbia Code.

**ARTICLE IX**

A majority of the Board of Trustees at a meeting at which a quorum is present may alter, amend, or repeal these Articles of Incorporation or adopt new Articles. Such action may be taken at a regular meeting, or at a special meeting for which written notice of the purpose shall be given.

**ARTICLE X  
INCORPORATOR**

The name of the incorporator is Shawn Hardnett – 5500 Columbia Pike #627, Arlington, VA 22204.

The undersigned incorporator certifies that he executes these Articles of Incorporation for the purposes stated above on March 2, 2017.

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

\* \* \*

**CERTIFICATE**

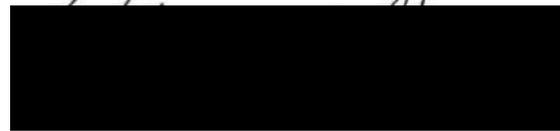
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this **CERTIFICATE OF INCORPORATION** is hereby issued to:

NORTH STAR COLLEGE PREPARATORY ACADEMY FOR BOYS

**Effective Date:** 3/6/2017

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 3/6/2017 12:32 PM

Business and Professional Licensing Administration



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PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Muriel Bowser  
Mayor

Tracking #: cfqSVorV

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



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

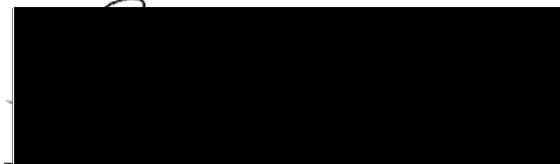
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF AMENDMENT*** is hereby issued to:

Statesmen College Preparatory Academy for Boys PCS

**Effective Date:** 5/30/2018

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 6/4/2018 11:01 AM

Business and Professional Licensing Administration



PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Muriel Bowser  
Mayor

Tracking #: oCL7ZpIT

**BYLAWS**  
**Statesmen College Preparatory Academy for Boys**  
**PUBLIC CHARTER SCHOOL**  
(an Education Corporation)

**ARTICLE I Name, Office and Purpose**

*Section 1.01. Name.* The name of the education corporation is Statesmen College Preparatory Academy for Boys Public Charter School. Statesmen College Preparatory Academy for Boys Public Charter School will do business as “Statesmen Academy for Boys.”

*Section 1.02. Office.* The principal office of Statesmen College Preparatory Academy for Boys shall be located in Washington, DC.

*Section 1.03. Purpose.* The purpose of Statesmen Academy for Boys is to create a boy-friendly and pedagogy-informed academic environment in which young men are equipped with the academic skills, social competencies, and personal development necessary to navigate life challenges, attend and complete the college of their choice, and return to become the premier agents of social change within and for the communities they serve. Statesmen Academy for Boys intends to serve traditionally underserved populations.

*Section 1.04. Non-Discriminatory Policy.* Statesmen Academy for Boys PCS seeks diversity in its student/parent body, faculty, Board of Trustees, staff and administration. While Statesmen Academy for Boys PCS is a single gender academy, it is an organization deeply committed to diversity, equity and inclusion and it is therefore the policy and commitment of the organization not to discriminate based on race, color, ethnicity, religion, sex, gender, sexual orientation, gender identity, disability, age or any other personal or professional status.

**ARTICLE II Board of Trustees**

*Section 2.01. General Powers and Duties.* The Board of Trustees shall govern the operations and affairs of Statesmen Academy for Boys, and it shall have all the powers customarily held by a Board of Trustees of a corporation organized under the laws of the District of Columbia. In exercising its powers and duties, the Board of Trustees shall establish and maintain policies and procedures for the operation of Statesmen Academy for Boys and shall ensure that such policies and procedures are carried out by the Founder & CEO and such other staff of Statesmen Academy for Boys as the Board of Trustees may employ or authorize the Founder & CEO to employ from time to time. The Board of Trustees shall be the fiduciary of the school and shall have primary responsibility for seeing that Statesmen Academy for Boys is provided with the financial and other resources which the Board of Trustees deems appropriate for its proper operation.

*Section 2.02. Number and Composition Trustees.* The Board of Trustees will fix the number of trustees of the Statesmen Academy for Boys PCS, which will be an odd number of no less than seven (7) or more than fifteen (15). A majority of the members of the Board of Trustees will be

residents of the District of Columbia. At least 2 members of the Board will be parents of students attending the school. Other eligible trustees may include: a teacher or staff member who is employed at the school; parent of a student at the school; or person who meets the election/selection criteria created by the school. With the exception of the Founder, the balance of the trustees will be elected ("Elected Trustees") pursuant to the provisions of Section 2.04 of these Bylaws. The Founder will be a Trustee and maintain a voting membership on the Board holding no more than one committee chair position. The Founder shall serve as an ex officio member of the Board of Trustees with all the rights of membership, except the Founder shall not serve as an Officer. The Founder is subject to the same applicable rules and requirements as other trustees, including abstention from voting on any matters in which a conflict of interest exists.

*Section 2.03. Term of Office.* The term of office of each Elected Trustee shall be a period of three (3) calendar years commencing with the Regular Meeting following his or her election and continuing until a successor shall have been elected. No Elected Trustee shall serve more than four (4) consecutive, three-year terms. The Elected Trustees shall be divided into classes for the purpose of staggering their terms of office. This will help to balance continuity with new perspective. The terms of Elected Trustees shall be fixed so that the terms of one third (1/3) of such trustees (as nearly as possible) expire at the close of each year.

*Section 2.04. Election of Trustees.* Elected Trustees shall be chosen by the Board of Trustees as provided in subsections (b) and (c).

*(a) Nomination.* Prior to June 1 in each academic year and at such other times as there may be vacancies among the Elected Trustees, whether by expiration of the term of office, death, resignation, removal or an increase in the number of Elected Trustees, the Governance Committee shall nominate one candidate for each vacancy which it recommends be filled and shall specify the number of such vacancies which are to be filled by the Annual Election of Trustees pursuant to subsection (b) and the number of such vacancies which are to be filled by the Board of Trustees pursuant to subsection (c) at an Annual or Regular Meeting or at such other time as may be appropriate.

*(b) Annual Election of Trustees.* At an Annual Meeting, or any subsequent Regular or Special Meeting, the Annual Election of Trustees shall take place. The Board of Trustees shall vote on the candidates nominated by the Governance Committee pursuant to subsection (a) to fill vacancies in the Elected Trustees, and each candidate shall be elected by the vote of a majority of the whole Board of Trustees. Voting shall be done by confidential ballot and the ballots shall be counted by the Secretary and confirmed by the Chair or Vice Chair of the Board of Trustees.

*(c) Special Election of Trustees.* If any of the Elected Trustees shall die, resign, refuse to act or be removed from the Board of Trustees, the vacancy or vacancies created thereby shall be filled by the vote of a majority of the whole Board of Trustees acting upon recommendation of the Governance Committee. Any trustee so chosen shall have all of the rights and powers of an Elected Trustee and shall serve for the balance of the unexpired term of the trustee whom he or she replaces. Upon a two-thirds (2/3) vote, the Board of Trustees acting upon the recommendation of the Governance Committee may abolish a vacant Elected Trustee seat; provided that the total number of trustees may not be less than that required by law or by these Bylaws and that the total number of trustees remains odd.

*Section 2.05. Meetings of the Board of Trustees.* The Board of Trustees may transact any business permitted by these Bylaws at an Annual, Regular or Special Meeting as provided below.

(a) *Annual Meeting.* Unless otherwise provided by the Board of Trustees, the “Annual Meeting” of the Board of Trustees shall be held in June of each year.

(b) *Regular Meeting.* The Board of Trustees may provide for the holding of “Regular Meetings” and may fix the time and place of such meetings. Regular Meetings shall be held at least quarterly.

(c) *Special Meeting.* A Special Meeting shall be called by the Chair or Vice Chair promptly upon receipt of a written or electronic request to do so from a majority of the Board of Trustees. The Chair, at his or her, discretion may call a special meeting at any time.

(d) *Executive session.* Executive session of the Board of Trustees shall be called by the Chair or Vice Chair of the Board of Trustees, at such time and place as may be specified in the respective notice or waivers of notice thereof. The presence of the Founder & CEO may or may not be requested at the Chair’s discretion. Such Executive Sessions may include, but not be limited to, an Executive Session for the Board to consider issues pertaining to the Founder & CEO evaluation, performance, compensation, and contract. The Board may elect to go into Executive Session during any scheduled meeting of the Board or call a special meeting for the express purpose of addressing matters when the Board deems such a meeting appropriate.

(e) *Notice.* Notice of the time and place of an Annual or Regular Meeting shall be given to each trustee by email at least fifteen (15) days before the meeting. Notice of the time and place of a Special Meeting shall be given to each trustee by email not less than five (5) days before the meeting. Notices shall be sent to each trustee at the email address designated by him or her for that purpose. Oral or telephonic notices of meetings shall not be permitted. Neither the business to be transacted nor the purpose of any Regular or Special Meeting need be specified in the notice or waiver of notice of the meeting, unless otherwise specified in the Bylaws or required by law. Unless otherwise required by statute, notice of any meeting need not be given to any trustee who executes (either before or after the holding of such meeting) a waiver of notice of such meeting. Any such waiver shall be filed with the minutes of the meeting. Unless otherwise required by statute, notice of any adjourned meeting need not be given.

(f) *Meeting materials.* The agenda and any materials necessary for any meeting of the Board shall be distributed by email no less than two days before the meeting.

*Section 2.06. Conflicts of Interest.* Trustees have an undivided duty to further the interests of Statesmen Academy for Boys with respect to all matters coming before them for deliberation and/or action. Trustees shall avoid acts and situations that may give rise to an actual or perceived conflict of interest. Trustees, their family members and outside organizations with which any Trustee(s) may be associated shall not use professional relationships related to Statesmen Academy for Boys or knowledge received through their service as a Trustee for personal gain or advantage in a way that potentially conflicts with the best interests of Statesmen Academy for Boys. Each Trustee shall review and sign, on at least an annual basis, the Board’s Conflict of Interest Statement. And, during the course of their tenure as a Trustee, each Trustee shall abide by all requirements of the Conflict

of Interest Policy.

If a Trustee's conflict of interest is disclosed or known to the Board, or a committee of the Board established to address conflicts, and the Board or committee authorizes, approves, or ratifies the contract or transaction by the affirmative vote of a majority of disinterested Trustees, even if the disinterested Trustees constitute less than a quorum, and if the contract or transaction is fair and reasonable to Statesmen Academy for Boys, then a contract or other transaction between Statesmen Academy for Boys and any other entity in which any of its Trustees is a trustee or has a material financial interest shall not be void or voidable solely because of any one or more of the following: the common trusteeship or interest; the presence of the Trustee at the meeting of the Board or a committee of the Board which authorizes, approves, or ratifies the contract or transaction; or the counting of the vote of the Trustee for the authorization, approval, or ratification of the contract or transaction.

Interested Trustees may not be counted in determining the presence of a quorum at a meeting of the Board or a committee of the Board at which the contract or transaction is authorized, approved, or ratified and may not vote on the matter. The Chair of the Board may require the interested Trustee to leave the meeting during the discussion or vote on the matter. The minutes of the Board meeting shall reflect disclosure of any actual, perceived, or potential conflict of interest and the recusal of the interested trustee.

*Section 2.07. Quorum and Manner of Acting.* At all meetings of the Board of Trustees, a majority of the whole Board of Trustees shall constitute a quorum for the transaction of business. Except as otherwise provided by these Bylaws, the act of a majority of the trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. In the absence of a quorum, a majority of the trustees present at the time and place of meeting (or one trustee, if less than three (3) are present) may adjourn the meeting from time to time until a quorum is present.

*Section 2.08. Action by Consent.* Any action required or permitted to be taken at any meeting of the Board of Trustees, or of any committee as provided in Article III, may be taken without a meeting, if written consents are signed by each trustee of the Board of Trustees or each member of such committee. Such written consents shall be filed with the minutes of the proceedings of the Board of Trustees or a committee.

*Section 2.09. Meetings Held Other Than in Person.* Trustees of the Board of Trustees or members of any committee may participate in a meeting of the Board of Trustees or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting. Trustees who participate in a meeting of the Board of Trustees in such manner shall be counted for purposes of having a quorum and may vote.

*Section 2.10. Resignations.* Any trustee may resign at any time by giving written notice of such resignation to the Board of Trustees or the Chair of the Board of Trustees. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof. If any trustee shall fail to attend three (3) consecutive meetings without an excuse accepted as satisfactory by the Chair of the Board of Trustees, he or she shall be deemed to have resigned, and the vacancy shall be filled as provided in Section 2.04.

*Section 2.11. Removal or Suspension.* Any trustee, including a permanent trustee, may be removed or suspended from office by a majority of the whole Board of Trustees. Such action shall be taken only upon written complaint of misconduct, incapacity or neglect of duty submitted to the Board of Trustees. No trustee shall be removed without being provided with at least seven (7) days' notice of the proposed removal and a copy of the complaint. If in the opinion of a majority of the whole Board of Trustees such complaint shall have been sustained, the trustee in question may be removed or suspended from office, provided that at least one week's previous notice of the proposed action shall have been given to the accused and to each trustee.

*Section 2.12. Compensation of Trustees and Officers.* Trustees shall not receive any salary for their services as trustees. Nothing in these Bylaws shall be construed to preclude any trustee or officer from serving Statesmen Academy for Boys in any other capacity and receiving reimbursement of a Trustee's actual and necessary expenses while conducting corporation business, as approved by the Board of Trustees.

*Section 2.13. Evaluations.* Evaluation of the Founder & CEO shall be conducted by the Executive Committee on an annual basis at mid-year. Evaluation of the Board of Trustees shall be coordinated by the Governance Committee on an annual basis at the end of the year. Results of each evaluation, which may be in summary form, will be distributed to the Board of Trustees, preferably within 30 days of completion. On-going informal assessments of the Founder & CEO and the Board of Trustees shall be conducted on an as-needed basis as determined by the Executive and Governance Committees respectively.

### **ARTICLE III Committees**

*Section 3.01. Standing Committees.* The Board of Trustees shall establish and maintain the following "Standing Committees": Executive Committee, Governance Committee, Finance and Facilities Committee, Institutional Advancement Committee, and Academic and Program Excellence Committee.

*Section 3.02. Ad Hoc Committees.* The Board of Trustees may from time to time establish one or more "Ad Hoc Committees" with such names, powers and functions as may be determined from time to time by the Board of Trustees.

*Section 3.03. Committee Members.* Members of committees shall be elected annually by the Board of Trustees. Vacancies in the membership of any committee shall be filled by appointment by the Chair of the Board of Trustees after consulting with the Chair, if any, of such committee. Unless otherwise provided in these Bylaws, the membership of committees shall not be restricted to trustees; membership may be drawn from the administration, faculty, parent body and community at large, as appropriate, but a minimum of two trustees must sit on each committee. Except as otherwise provided in these Bylaws or by the Board of Trustees, the Chair of each committee shall be chosen by the Chair of the Board of Trustees from among the trustee members of the committee.

*Section 3.04. General Powers and Responsibilities of Committees.* All matters to come before the Board of Trustees shall be considered first by the appropriate committee. Any problem, concern, grievance or other matter referred to a committee shall be considered by such committee which shall

consult with such interested parties as the committee deems appropriate. A committee to which any matter has been referred shall report on such matter to the Board of Trustees and, to the extent appropriate, make recommendations with respect thereto. Except as specifically provided by the Board of Trustees, each committee's powers are advisory to the Board of Trustees.

*Section 3.05. Committee Meetings, Reports and Agenda.* Each Standing Committee shall meet as necessary two weeks prior to a meeting of the Board of Trustees or within two weeks after a meeting of the Board of Trustees. Each Committee shall make periodic reports to the Board of Trustees. A written report of any committee meeting or a summary thereof shall be made available in advance of the Board of Trustees' meeting at which the report is to be presented. Whenever possible, each committee shall submit to each trustee a copy of the agenda for future meetings of the committee.

*Section 3.06. Executive Committee.* The Executive Committee shall consist of the Chair, the Vice Chair, the Treasurer and Secretary and such other trustees as may be designated by the Board of Trustees. The Chair of the Board of Trustees shall be the Chair of the Executive Committee. The Executive Committee shall set the agenda for the meetings of the Board of Trustees and monitor progress toward annual goals. Furthermore, the Executive Committee oversees the work of the Board, including compliance with these Bylaws, funders and DC charter school law. The Executive Committee shall also be responsible for evaluating and making recommendations about the role, responsibilities and expectations of the Founder & CEO as well as his/her compensation and terms of employment. The Executive Committee is responsible for regular strategic planning and leads planning efforts related to growth and /or expansion. The Executive Committee shall operate in place of the Board of Trustees during those times when the Board of Trustees does not or cannot meet. Between meetings of the Board of Trustees, the Executive Committee may take any action on behalf of the Board of Trustees that could be authorized by a vote of a majority of the trustees in attendance at a meeting at which a quorum was present. The Executive Committee shall not have the power to take any action that requires at least a vote of the majority of the whole Board of Trustees or is limited to the Board of Trustees by law. Any action taken by the Executive Committee will be subject to ratification by the Board of Trustees. The Secretary shall record the minutes of each Executive Committee meeting and distribute a report on any actions taken to the full Board of Trustees at its next regular or special meeting.

*Section 3.07. Governance Committee.* The Governance Committee shall be composed of at least three (3) Trustees recommended by the Chair of the Board of Trustees and elected by a majority of the Board of Trustees. The Governance Committee shall be responsible for periodically revisiting these Bylaws and recommending appropriate changes for vote by the Board of Trustees. The Governance Committee develops, as necessary, a process for leadership succession; evaluates and makes recommendations about the roles and responsibilities of the Board of Trustees; reviews governance policy and practice; and evaluates and makes recommendations about the Board of Trustees' composition, organization and committee structure. The Governance Committee shall plan the Board's annual self-evaluation and evaluate the ability of the Board of Trustees and its members in terms of specific skills, interests, and diversity. The Committee shall also canvas the community at large for potential candidates for vacancies on the Board of Trustees. It shall interview potential candidates, guide them through the application process, and make recommendations to the Board of Trustees with respect to various candidates and, in appropriate circumstances, the creation of additional positions for Elected Trustees. The Governance Committee shall be responsible for presenting a slate of candidates for election as new members and officers of the Board of Trustees,

and orients newly chosen trustees yearly.

*Section 3.08. Finance and Facilities Committee.* The Treasurer shall be the Chair of the Finance and Facilities Committee. The Finance and Facilities Committee shall be responsible for strategic financial and facilities planning. It also oversees the preparation of budgets, financial reports and is responsible for supervising the management of Statesmen Academy for Boys finances, including notifying the Board of Trustees of deviations from the approved budget. The Committee shall review, prioritize and recommend budgetary and other actions in order to maintain and enhance all facilities, including purchases, additions, upgrades, and maintenance and may delegate this responsibility to an ad-hoc facilities sub-committee as needed. The Committee shall be responsible for recommending to the Board the engagement of independent external auditors and the evaluation of the performance of such auditors. The Committee shall review, analyze and recommend for approval the annual financial statement audit, delegating the responsibility to a separate audit committee as practicable. On a periodic basis, the Committee shall review investment policies, objectives, and performance, as well as policies related to insurance, employee compensation and benefits, and other business operations.

*Section 3.09. Institutional Advancement.* The Institutional Advancement Committee shall be responsible for the development and execution of annual and major fundraising efforts, as well as communications and outreach to parents, neighbor and community organizations, and other stakeholders. Its responsibilities may include setting annual fundraising goals, developing periodic capital campaigns, providing for appropriate parent and alumni communications, and developing programs to facilitate continuing cultivation of and support for Statesmen Academy for Boys within the School and in the broader community.

*Section 3.10. Academic and Program Excellence Committee.* The Academic and Program Excellence Committee shall be responsible for evaluating whether Statesmen Academy for Boys is adhering to its Charter and achieving its goals to create a boy-friendly and pedagogy-informed academic environment in which young men are equipped with the academic skills, social competencies, and personal development necessary to navigate life challenges, attend and complete the college of their choice, and return to become the premier agents of social change within and for the communities they serve. It will work with the Founder & CEO to define excellent school performance, set annual goals and monitor student progress against rigorous academic standards. The Academic and Program Excellence Committee will occasionally meet with instructional staff to analyze assessment data. It provides regular reports to the Board of Trustees, including evaluating student achievement against neighboring schools and national standards.

#### **ARTICLE IV Officers**

*Section 4.01. Titles.* The officers of the Board of Trustees shall be a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as may be appointed in accordance with these Bylaws. The Founder & CEO shall be an officer of the Corporation, Statesmen Academy for Boys.

*Section 4.02. Election, Term of Office and Qualifications.* The Board of Trustees shall elect the Chair, Vice Chair, Secretary, Treasurer and any other officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or a Special Meeting called for that purpose, except

that officers appointed to fill vacancies shall be elected as vacancies occur. A trustee may hold any number of offices. Notwithstanding, the Secretary, the Treasurer and the Chair must all be separate individuals. Each officer shall serve a one year, renewable term for up to 4 years.

*Section 4.03. Resignations.* Any officer may resign at any time by giving written notice of such resignation to the Board of Trustees or the Chair of the Board of Trustees. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof.

*Section 4.04. Removal or Suspension.* Any officer elected or appointed by the Board of Trustees may be removed or suspended by the Board of Trustees at any time by a majority of the whole Board of Trustees. Such action shall be taken only upon written complaint of misconduct, incapacity or neglect of duty submitted to the Board of Trustees. No officer shall be removed without being provided with at least seven (7) days' notice of the proposed removal and a copy of the complaint.

*Section 4.05. Vacancies.* A vacancy in an office by reason of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in section 4.02.

*Section 4.06. The Chair.* The Chair shall be the chief presiding officer of the Board of Trustees and shall perform such other duties as may be assigned to him or her from time to time by the Board of Trustees. The Chair shall preside at all meetings of the Board of Trustees and the Executive Committee, if he or she is present. The Chair is an ex-officio member of all standing committees of the Board of Trustees.

*Section 4.07. Vice Chair.* The Vice Chair shall have such power and perform such duties as may be assigned by the Chair or the Board of Trustees. The Vice Chair shall in the absence or disability of the Chair or at the Chair's request, perform the duties and exercise the powers of the Chair.

*Section 4.08. The Secretary.* The Secretary shall keep, maintain and authenticate the school records, be responsible for the minutes of the meetings of the Board of Trustees and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board of Trustees or the Chair.

*Section 4.09. The Treasurer.* The Treasurer shall have general custody of all money and securities of North Star Academy for Boys and from time to time shall render to the Board of Trustees, and to the Chair upon request, a statement of the financial condition of Statesmen Academy for Boys and of all of his or her transactions as Treasurer. Furthermore, the Treasurer shall ensure that an annual financial statement audit is conducted. In general, the Treasurer should perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Trustees or the Chair.

*Section 4.10. Founder & CEO.* The Founder & CEO shall be the School's chief administrator, and consistent with the policies established by the Board of Trustees, shall be responsible for the daily operations of the School, the hiring of teachers and other School personnel, the admission of students, and the development of the curriculum. The CEO shall be an *ex-officio non-voting* member of the Board and of all standing committees of the Board, except that a CEO who is also the Founder shall be an *ex-officio voting* member, subject to the limitations in Section 2.02. If the Founder & CEO is temporarily absent from the School but is able and available to act, he or she may in

consultation with the Board Chair designate someone on the staff or faculty to respond to issues on the campus on behalf of the Founder & CEO. The Board shall, in the absence or disability of the Founder & CEO, appoint an Acting CEO to perform the duties and exercise the powers of the Founder & CEO and to perform such additional duties as the Board of Trustees shall decide. Except as otherwise provided by law or by written contract with the Founder & CEO, the Founder & CEO may be removed with or without cause at any time upon recommendation by two thirds majority of the Trustees then in office. The Founder & CEO shall be paid such salary as shall be fixed for such period or periods as deemed in the best interests of the Corporation by the Board of Trustees.

## **ARTICLE V. Contracts and Financial Transactions**

*Section 5.01. Contracts and Agreements.* The Board of Trustees may authorize any officer or officers, agent or agents of the Statesmen Academy for Boys, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Statesmen Academy for Boys, and such authority may be general or confined to specific instances.

*Section 5.02. Loans.* No loans shall be contracted on behalf of the Statesmen Academy for Boys and no evidences of indebtedness shall be issued in the name of the Statesmen Academy for Boys unless authorized by a resolution of the Board of Trustees. Such authority to undertake loans may be general or confined to specified instances. No loan shall be made by the Statesmen Academy for Boys to a director or officer of the Statesmen Academy for Boys.

*Section 5.03. Checks, Drafts, Etc.* All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness, issued in the name of the Statesmen Academy for Boys, shall be signed by one or more officers, employees or agents of the Statesmen Academy for Boys and in such manner as shall from time to time be determined by resolution of the Board of Trustees. In the absence of such determination, such instruments may be signed by the Treasurer countersigned by one other officer.

*Section 5.04. Banks.* All funds of the Statesmen Academy for Boys shall be deposited from time to time to the credit of the Statesmen Academy for Boys in such banks, trust companies, or other depositories as the Board of Trustees may select.

*Section 5.05. Gifts, Grants, and Funds.* The Board of Trustees may accept on behalf of the Statesmen Academy for Boys any contribution, gift, bequest or devise from any person, corporation, trust, government or other organization, provided it is only for the general purposes or for any board-approved special purpose of the Statesmen Academy for Boys. The Board of Trustees may establish by resolution the creation of one or more designated funds as it may deem necessary or advisable and such funds may be evidenced as separate accounts on the books of the Corporation.

## **ARTICLE VI Indemnification**

*Section 6.01. Indemnification.* To the maximum extent permitted by applicable law, as is in effect at the time of the adoption of these Bylaws or as amended from time to time, Statesmen Academy

for Boys shall indemnify any trustee, director, or officer or any former trustee, director, or officer, and may by resolution of the Board indemnify any employee, against any and all expenses and liabilities incurred by him or her in connection with any actual, threatened, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to which he or she is a party by reason of being a director, officer, or employee. However, there shall be no indemnification in relation to matters as to which he or she shall be adjudged to be guilty of a criminal offense or liable to the Corporation for damages arising out of his or her own gross negligence in the performance of a duty to the Corporation.

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, attorneys' fees and other fees including those associated with appeal; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such director, officer, or employee. The Corporation shall advance expenses or where appropriate may itself undertake the defense of any director, officer or employee. However, such director, officer, or employee shall repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

*Section 6.02. Notice.* As soon as reasonably possible upon learning of any actual, threatened or potential legal action against him or her, any existing or former Trustee, officer, employee or agent shall report to the Chair of the Board the facts and circumstances surrounding the matter and that he or she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties and amounts paid in settlement or compromise in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been committed by him or her while acting within the scope of his or her position as a Trustee, officer, employee or agent of the Corporation. The Trustees shall act on such report at the next regular meeting of the Board or at a special meeting held for that purpose within a reasonable time thereafter.

*Section 6.03. Maintenance of Insurance.* The Board of Trustees shall also ensure that Statesmen Academy for Boys maintains insurance that covers any director, officer, employee, or other agent against any liability incurred by him or her which arises out of such person's status as a director, officer, employee, or agent, whether or not the Corporation would have the power to indemnify the person against that liability under law.

*Section 6.04. Survival Provision.* Neither the amendment nor repeal of this Article, nor the adoption of amendment of any other provision of the Bylaws or Articles of Incorporation of Statesmen Academy for Boys inconsistent with this Article, shall apply to or affect in any respect the applicability of this Article with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

*Section 6.05. Non-Exclusivity.* The foregoing right of indemnification and advancement of expenses shall not be deemed exclusive of any other rights to which any officer, Trustee, employee or agent of Statesmen Academy for Boys may be entitled apart from the provisions of this Article.

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

*Section 7.01. Whistle Blower.* The Board of Trustees of the Statesmen Academy for Boys will have, support and enforce a whistle blower policy for the School.

*Section 7.02. Founder.* The Founder of Statesmen Academy for Boys shall serve as voting member of the Board of Trustees until he resigns or is removed per Section 2.11.

*Section 7.02. Corporate Seal.* The corporate seal of Statesmen Academy for Boys shall bear the name of Statesmen Academy for Boys and the words and figures denoting its organization under the laws of the District of Columbia and otherwise shall be in such form as shall be approved by the Board of Trustees.

*Section 7.03. Fiscal Year.* The fiscal year of Statesmen Academy for Boys shall begin on the first day of July in each year and shall end on the thirtieth day of the following June.

*Section 7.04. Conflict with Bylaws.* To the extent a conflict exists between any provision in these Bylaws and a provision in Statesmen Academy for Boys Charter, the Charter shall control.

*Section 7.05 Amendment.* A majority of the Board of Trustees at a meeting at which a quorum is present may alter, amend, or repeal the Bylaws or adopt new Bylaws. Such action may be taken at a regular meeting, or at a special meeting for which written notice of the purpose shall be given.

*Section 7.06. Dissolution.* Should the school's charter be revoked, non-renewed, or voluntarily relinquished, Statesmen Academy for Boys PCS will dissolve and all assets shall be distributed in strict accordance with D.C. Code § 38-1802.13a.

Adopted by the Board on Thursday, May 31, 2018

## **Attachment C**

### **Procedures to Ensure Health and Safety of Students and Employees**

Statesmen College Preparatory Academy for Boys Public Charter School ("Statesmen Academy for Boys PCS") is committed to ensuring the health and safety of students, families, staff, and visitors of the school. As required by the School Reform Act, Statesmen Academy for Boys PCS will fully comply with all applicable federal and District of Columbia health and safety laws and regulations and any applicable requirements of the Occupational Safety and Health Administration. Each year, Statesmen Academy for Boys PCS will submit a report to the District of Columbia Public Charter School Board ("DC PCSB") that verifies the school's facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia.

Statesmen Academy for Boys PCS will submit all applicable health and safety inspections and 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 laws and regulations.

The school will maintain a health suite that accommodates a nurse from the DC Department of Health. Statesmen Academy for Boys PCS will provide required and appropriate health and safety training to its staff, including at least two staff members certified in administering medication, and annual CPR and First Aid trainings. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations by collecting completed Universal Health Certificates from students and will provide parents with information on such requirements.

Statesmen Academy for Boys PCS complies with the DC Code as it pertains to facility safety and other requirements, including compliance of facilities with the Americans with Disabilities Act and the DC Fire Prevention Code. All buildings are accessible to children and adults with disabilities. Statesmen Academy for Boys PCS facilities undergo regular inspections conducted both internally and by relevant DC government agencies. The school maintains an up-to-date emergency response plan and regularly holds emergency evacuation drills. The certificate of occupancy and insurance policy are both up to date and on file with DC PCSB.

If Statesmen Academy for Boys PCS serves food, the school will maintain proper licenses from the DC government and applicable agencies therein.

## **Attachment D**

### **Assurances to Seek, Obtain, and Maintain Accreditation**

Statesmen College Preparatory Academy for Boys Public Charter School (Statesmen Academy for Boys PCS) acknowledges its obligation to seek, obtain, and maintain accreditation for the school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the District of Columbia Public Charter School Board. D.C. Code § 38-1802.02(16). Statesmen Academy for Boys PCS assures that it will obtain such accreditation by the end of its first nine years of operation.

## **Attachment E**

### **Relationship Between School and Employees**

Staff of Statesmen College Preparatory Academy for Boys Public Charter School ("Statesmen Academy for Boys PCS") will be "at will" employees. The following is a sample of the signature page from the Statesmen Academy for Boys PCS Employee Handbook where employees will sign acknowledging receipt of the Handbook and their understanding of their "at-will" status.

#### **RECEIPT OF STATESMEN ACADEMY FOR BOYS PCS EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)**

##### **Employment Summary**

We are deeply committed to equity and diversity and will not discriminate based on race, ethnicity, religion, gender, sexual orientation, disability, age or any other personal or professional status. Statesmen Academy for Boys PCS is an at-will employer, which means that your appointment with Statesmen Academy for Boys is for no specific period of time and may be terminated by you or Statesmen Academy for Boys PCS at any time, with or without prior notice and with or without cause. This is the full and complete agreement between you and Statesmen Academy for Boys with respect to this term of employment, and it supersedes any prior representations or agreements, written or oral, concerning your term of employment with Statesmen Academy for Boys PCS. This agreement shall be construed and interpreted in accordance with the laws of the District of Columbia.

## ATTACHMENT F

### Pre-Opening Visit Checklist – Statesmen College Preparatory Academy for Boys Public Charter School

Reviewer Name:  
 Review Date:  
 School Opening Date:  
 Location:

*\*Items should be uploaded into Epicenter*

#### Governance and Management

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The Board of Trustees has been established.	<ul style="list-style-type: none"> <li>• Meeting minutes from the most recent board meeting*</li> <li>• BOT membership roster*</li> </ul>	
Leadership roles have been filled.	<ul style="list-style-type: none"> <li>• Organizational Chart with names</li> <li>• Contracts, including position description</li> </ul>	
501(c)(3) status is on file at the school.	<ul style="list-style-type: none"> <li>• Documentation from the IRS demonstrating your school has applied for and acquired 501(c)(3) status</li> </ul>	

#### Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or EL teachers.	<ul style="list-style-type: none"> <li>• Staffing plan</li> <li>• Teacher roster</li> </ul>	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none"> <li>• Staff position descriptions</li> </ul>	

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"> <li>Employee Handbook*</li> <li>Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.)</li> </ul>	
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none"> <li>Background check clearances</li> </ul>	
Each teacher has been offered a retirement plan.	<ul style="list-style-type: none"> <li>DC Teacher Retirement Opt In/Opt Out Form, or similar form</li> </ul>	
Leave of absence forms for former DCPS employees have been processed and are on file.	<ul style="list-style-type: none"> <li>Leave of absence forms on file and reflect processing through DCPS<sup>1</sup></li> </ul>	
Plan for when teachers are absent.	<ul style="list-style-type: none"> <li>Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.)</li> </ul>	

### **Curriculum and Instruction**

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Needed instructional materials and supplies have been procured for classrooms at every grade level.	<ul style="list-style-type: none"> <li>Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening</li> </ul>	

<sup>1</sup> More information on DCPS Leave of Absence Documentation: <http://dcps.dc.gov/page/dcps-leave-absence>

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none"> <li>• School calendar— includes 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days*</li> <li>• Class Schedules</li> <li>• Copy of parent/student/family handbook, or resource in which calendar was printed</li> </ul>	
Provisions have been made for assessing and serving students with disabilities.	<ul style="list-style-type: none"> <li>• Evidence that needed staff is on board to provide specialized instruction and related services, or evidence that services have been contracted</li> </ul>	

### Students and Parents

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions).	<ul style="list-style-type: none"> <li>• Copies of parent/student/family handbook, in which the discipline policy is printed, along with evidence that parents have received it *</li> </ul>	
Preliminary class rosters are available to teachers for planning.	<ul style="list-style-type: none"> <li>• Student rosters/records are on file and accessible to teachers for planning</li> </ul>	

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Intake process includes measures to identify students with disabilities and ELs	<ul style="list-style-type: none"> <li>• Description of process for identifying students with disabilities and home language survey (e.g., copy of information in enrollment packet)</li> </ul>	
Valid proof of DC residency is on file for each student.	<ul style="list-style-type: none"> <li>• All residency forms from OSSE completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted</li> </ul>	
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> <li>• Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA)</li> <li>• Evidence that the records of students with disabilities are kept in a secure location</li> <li>• Evidence that parents or adult students have been provided with notice of their rights under FERPA</li> </ul>	

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> <li>Description of complaint resolution process in employee, parent, and student handbooks *</li> </ul>	

### Operations

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
<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"> <li>-system to accurately collect and submit attendance and discipline;</li> <li>-system to accurately collect excused absence documentation; and</li> <li>-system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable</li> <li>-system to accurately submit Compliance documents to PCSB</li> <li>-system for collecting documentation for federal entitlement programs</li> </ul>	<ul style="list-style-type: none"> <li>Student Information System is in place</li> <li>Staff member(s) have been trained on DC PCSB's data systems, the school's Student Information System, and Epicenter</li> </ul>	
Arrangements have been made for food service.	<ul style="list-style-type: none"> <li>Food service contract</li> <li>Record of Basic Business License (BBL)</li> </ul>	

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Provisions have been made for health services and immunization, if appropriate.	<ul style="list-style-type: none"> <li>• Evidence that health services and immunization services are available (school nurse, contract with local health facility, etc.)</li> <li>• Evidence of access to the immunization registry and a mechanism for entering immunization data</li> </ul>	
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> <li>• Written plans for life safety procedures included in faculty/student handbooks.</li> <li>• Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) *</li> </ul>	
Financials (balance sheet as well as budget forecasting future expenses and revenues) are sufficient that school will be able to operate throughout the school year.	<ul style="list-style-type: none"> <li>• Monthly financial statements provided to PCSB</li> <li>• School Budget</li> </ul>	

### **Facilities, Furnishings and Equipment**

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

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> <li>Plans detailing times and locations for student drop-off and pick-up before school, during, and after school, are in place</li> </ul>	
Classroom furniture is available for instruction (or will be).	<ul style="list-style-type: none"> <li>School admin. confirms that classroom furnishings are appropriate for the school's educational model</li> </ul>	
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> <li>School admin. confirms that equipment is installed and will be ready to operate by the first day of school</li> </ul>	
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> <li>Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building*</li> </ul>	
Certificates of insurance, which meeting at least the minimum levels required by the PCSB, are on file at the school and PCSB.	<ul style="list-style-type: none"> <li>Certificates of insurance on file at school with coverage in accordance with their charter *</li> </ul>	

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
ADA Compliance	<ul style="list-style-type: none"> <li>Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility (e.g. elevators, ramps, restroom accommodations, drinking fountains, etc). * (This requirement will be verified through Epicenter <u>and</u> on site at the facility.)</li> </ul>	

**Overall Notes:**

## Attachment G

### Insurance Requirements

Upon securing a facility, Statesmen College Preparatory Academy for Boys Public Charter School ("Statesmen Academy for Boys PCS") will work with an insurance broker to secure the necessary insurance as determined by the Board of Trustees. Statesmen Academy for Boys PCS will carry insurance for the following areas in the minimum stated amounts:

Type	Amounts
General Liability	\$1,000,000/occurrence & \$2,000,000 aggregate
Umbrella Coverage	\$3,000,000
Directors and Officers Liability	\$1,000,000
Educators' Legal Liability	\$1,000,000
Property Lease Insurance	As contractually required by the lease but no less than \$500,000
Workers' Compensation	As required by law.
Boiler and Machinery Insurance	If applicable.
Auto Liability	If applicable.
Computer/technology insurance	Replacement cost.

## **Attachment H**

### **Key Personnel Positions**

Board Chair

Head of School

Director of Instruction

Director of Operations

Special Education Coordinator

Community Relations Manager

Data-driven Instruction Support Coordinator