

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

DC PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL 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 DC PREPARATORY ACADEMY PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

WHEREAS, pursuant to the Congressionally-enacted District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the “**Act**”), 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 granted a charter to the Board of Trustees of DC Preparatory Academy (“**Board of Trustees**”) for the establishment of a public charter school, effective on July 14, 2003;

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

WHEREAS, the School Corporation submitted an application for charter renewal in accordance with § 38-1802.12 of the Act (“**Application**”) on September 1, 2017;

WHEREAS, DC PCSB has (i) determined that the Application satisfies the requirements set forth in § 38-1802.12 of the Act, and (ii) approved the Application subject to the execution of this Agreement by DC PCSB and the School Corporation, thereby renewing the charter of 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, 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. CONTINUED OPERATION OF SCHOOL

1.1 [Charter](#).

A. The School Corporation shall continue to operate 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: To bridge the educational divide in Washington, DC by increasing the number of

students from underserved communities with the academic preparation and personal character to succeed in competitive high schools and colleges.

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, the School shall 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 prekindergarten-3 (PK3) through 8 and serve 2912 total students.

SCHEDULE I. Maximum Enrollment Schedule

Grade Levels	SY 2018-19	SY 2019-20	SY 2020-21	SY 2021-22	SY 2022-23	SY 2023-24	SY 2024-25 and Beyond
PK-3	328	328	328	328	328	328	328
PK-4	296	296	296	296	296	296	296
K	231	308	308	308	308	308	308
Grade 1	237	237	316	316	316	316	316
Grade 2	237	237	237	316	316	316	316
Grade 3	158	237	237	237	316	316	316
Subtotal	1487	1643	1722	1801	1880	1880	1880
Grade 4	162	162	243	243	243	243	243
Grade 5	166	166	166	249	249	249	249
Grade 6	148	148	148	148	222	222	222
Grade 7	116	116	116	116	116	174	174
Grade 8	96	96	96	96	96	96	144
Subtotal	688	688	769	852	926	984	1032
LEA Total	2175	2331	2491	2653	2806	2864	2912

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’s goals and academic achievement expectations, to be assessed annually by campus according to the business rules and notes, are as follows:

Category	Goal	Business Rules
<i>Early Childhood</i>	<u>Peabody Picture Vocabulary Test (PPVT) (grades PK3 and PK4):</u> At least 80% of the PK3 and PK4 students (combined) across the review period will achieve a scaled score of 86 or higher on the spring assessment of the PPVT.	<p>Roster All FAY students in grades PK3 and PK4 (combined)</p> <p>Evidence Achievement of a scaled score of 86 or higher on the spring assessment of the <u>Peabody Picture Vocabulary Test (PPVT)</u>.</p> <p>Numerator # of FAY students in grades PK3 and PK4 (combined) who achieve a scaled score of 86 or higher on the spring assessment of the PPVT</p> <p>Denominator # of FAY students in grades PK3 and PK4 (combined)</p> <p>Notes If the school does not have a test result for a FAY student, that student will still be included in the denominator.</p>
<i>Early Childhood</i>	<u>Test of Early Mathematics Ability (TEMA) (grades PK3 and PK4):</u> At least 70% of the PK3 and PK4 students (combined) across the review period will achieve a scaled score of 90 or higher on the spring assessment of the TEMA.	<p>Roster All FAY students in grades PK3 and PK4 (combined)</p> <p>Evidence Achievement of a scaled score of 90 or higher on the spring assessment on the <u>Test of Early Mathematics Ability (TEMA)</u>.</p> <p>Numerator # of FAY students in grades PK3 and PK4 (combined) who achieve a scaled score of 90 or higher on the spring assessment of the TEMA.</p> <p>Denominator # of FAY students in grades PK3 and PK4 (combined)</p>

		<p>Notes If the school does not have a test result for a FAY student, that student will still be included in the denominator.</p>
<i>Student Progress</i>	<p><u>Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) Mathematics (grades K-2):</u> At least 60% of all K-2 students across the review of period will achieve at or above the 50th percentile or meet/exceed their typical spring growth targets in mathematics.</p>	<p>Roster All FAY students in grades K-2 (combined)</p> <p>Evidence NWEA MAP Achievement Status and Growth Reports</p> <p>Numerator # of FAY students in grades K-2 who achieve at or above the 50th percentile or meet/exceed their typical spring to spring growth targets in mathematics based on NWEA MAP’s national norms by June of each year.</p> <p>Denominator # of FAY students in grades K-2 (combined)</p> <p>Notes If the school does not have a pre- and post-test for a FAY student, that student will still be included in the denominator.</p> <p>Growth targets will be defined by NWEA MAP’s national norms in each respective school year.</p>
<i>Student Progress</i>	<p><u>NWEA MAP Reading (grades K-2):</u> At least 60% of all K-2 students across the review of period will achieve at or above the 50th percentile or meet/exceed their typical spring growth targets in reading.</p>	<p>Roster All FAY students in grades K-2 (combined)</p> <p>Evidence NWEA MAP Achievement Status and Growth Reports</p> <p>Numerator # of FAY students in grades K-2</p>

		<p>who achieve at or above the 50th percentile or meet/exceed their typical spring to spring growth targets in reading based on NWEA MAP’s national norms by June of each year.</p> <p>Denominator # of FAY students in grades K-2</p> <p>Notes If the school does not have a pre-and post-test for a FAY student, that student will still be included in the denominator.</p> <p>Growth targets will be defined by NWEA MAP’s national norms in each respective school year.</p>
<i>Student Achievement</i>	<p><u>PARCC Mathematics (3-8):</u> Each campus will meet both of the following targets:</p> <p>a) The percent of students earning a level 4 or above will exceed the percent of students city-wide in tested grades served by the campus who reach a level 4 or above.</p> <p>b) The percent of students earning a level 3 or above will exceed the percent of students city-wide in tested grades served by the campus who reach a level 3 or above.</p>	<p>Roster All FAY students in grades 3-8 (combined) who received a score on the PARCC Mathematics assessment</p> <p>Notes To meet this goal, a campus must meet both targets in all but one of the available years of data at the time of review.</p>
<i>Student Achievement</i>	<p><u>PARCC ELA (3-8):</u> Each campus will meet both of the following targets:</p> <p>a) The percent of students earning a level 4 or above will exceed the percent of students city-wide in tested grades served by the campus who reach a level 4 or above.</p> <p>b) The percent of students earning a level 3 or above will exceed the percent of students city-wide in tested grades</p>	<p>Roster All FAY students in grades 3-8 (combined) who received a score on the PARCC ELA assessment</p> <p>Notes To meet this goal, a campus must meet both targets in all but one of the available years of data at the time of review.</p>

	served by the campus who reach a level 3 or above.	
<i>School Environment</i>	<u>Attendance (all grades):</u> Each campus will achieve an average in-seat attendance rate of 90% across the review period.	Roster All enrolled students Numerator # of attended days Denominator # of enrolled days
<i>School Environment</i>	<u>Re-enrollment (all grades):</u> Each campus will achieve an average re-enrollment rate of 75% across the review period.	Notes This goal will follow the business rules set forth in the PMF Technical Guide for re-enrollment in each respective school year.

- (i) The following notes are applicable to all of the preceding goals:
- Each goal (with the exception of Student Achievement goals, to be evaluated annually) will be evaluated as a straight (unweighted) average of the available years of data for each campus at each of the following reviews, and for any out of cycle reviews:
 - At the school’s 20-year review in school year (SY) 2022-23: SY 2017-18, SY 2018-19, SY 2019-20, SY 2020-21, SY 2021-22.
 - At the school’s 25-year review in SY 2027-28: SY 2022-23, SY 2023-24, SY 2024-25, SY 2025-26, SY 2026-27.
 - At the school’s 30-year renewal in SY 2032-32: SY 2027-28, SY 2028-29, SY 2029-30, SY 2030-31, SY 2031-32.
 - Goals with only one year of available data for a campus will held harmless for that campus at the time of review or renewal.
 - Each campus is required to administer relevant assessments to all eligible students. Failure to do so will result in a goal determination of “not met” at review.
 - The definition for Full Academic Year (FAY) for each relevant goal will follow the definition set forth by the Office of the State Superintendent of Education (OSSE) for the state assessment.

(ii) The School Corporation currently operates five campuses. Each campus will be evaluated both individually by DC PCSB and collectively across all campuses in the Charter 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. 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.

C. 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 School Year 2017-18, the School shall be located at 5 campuses, as follows: an elementary campus at 707 Edgewood Street, NE, Washington, D.C. 20017; an elementary campus at 100 41st Street, NE, Washington, D.C. 20019; an elementary campus at 1409 V Street, SE, Washington, D.C. 20020; a middle school campus at 701 Edgewood Street, NE, Washington, D.C. 20017; and a middle school campus at 100 41st Street, NE, Washington, D.C. 20019. Beginning in School Year 2019-20, the school will operate an additional elementary school campus at a location to be determined. Beginning in School Year 2020-21, the school will operate an additional middle school campus at a location to be determined. Collectively, all

campuses shall be referred to as the “**School Property**.” Prior to opening the sixth and seventh campuses, the school corporation shall submit a petition for a charter revision to DC PCSB to amend its charter to include the location of these campuses. DC PCSB reserves the right to delay or prohibit the opening of any campus 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 Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

3.2 [Enrollment](#).

A. Enrollment in the School shall be open to all students of ages or in grades as set forth in Section 2.2 above who are residents of the District of Columbia. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by § 38-1802.06 of the Act. The School Corporation shall determine whether each student resides in the District of Columbia according to guidelines established by OSSE.

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process 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. 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. The School Corporation shall 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 maintain tax-exempt status from the federal government and the District of Columbia.

5.7 [Enrollment and Attendance Records](#).

A. The School Corporation shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Section 7 below.

B. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit 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 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) and 2.5 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 14th 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:

DC Preparatory Academy Public Charter School
707 Edgewood St NE
Washington, DC 20017
Attention: Emily Lawson, Executive Director
Email: elawson@dcprep.org
Telephone: (202) 635-4590

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.

**DC PREPARATORY ACADEMY PUBLIC
CHARTER SCHOOL**



By: *U*

Title: *CHAIR, BOARD OF DIRECTORS*

Date: *6/30/18*

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**



Title: Board Chair

Date: 07/03/2018

ATTACHMENTS

ATTACHMENT A	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 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

DC Preparatory Academy (DC Prep) 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 officers of the Corporation shall consist of a Chair of the Board of Directors, one or more Vice Chairs, a Chief Executive Officer (CEO), a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. Each such officer shall hold office until such officer's successor is elected or qualified or until such officer's earlier resignation or removal. Any number of offices may be held by the same person, except the Chair may not serve concurrently as Treasurer or Secretary. The CEO will have general supervision over the affairs of the Corporation and shall perform all duties incident thereof. The CEO may be a Trustee on the Board. The school does not have a management organization.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect DC Prep PCS's interest when it is contemplating any transaction or arrangement which may benefit any former or current trustee, director, officer, key leader, employee, affiliate, member of a committee with Board-delegated powers, a founder, or a family member of any of the individuals stated above; an entity in which any of the individuals above serves as a member of the board of directors or has a financial interest; or an entity identified as submitting a petition to establish DC Prep. Trustees and executive leadership of DC Prep PCS will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest. Upon election to the Board, every Trustee shall sign a Conflict of Interest Policy Agreement. No Trustee may vote upon a matter coming before the Board in which the Trustee has a conflict of interest. Immediately upon becoming aware that such a conflict may exist, a Trustee must disclose the existence of the potential conflict to the remaining

Trustees. 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.



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

Articles of Amendment of Domestic Nonprofit Corporation
Form DNP-2, Version 3, April 2013.

This form will allow for a domestic nonprofit corporation to amend its information reflected under original articles of incorporation or its amendments. Articles of amendment may not amend registered agent and/or incorporator.

ENTITY TYPE

FILING FEE

Domestic Nonprofit Corporation

Refer to Corporate Fee Schedule posted online;

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

1. Corporation Name.

D.C. Preparatory Academy

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

Article First shall be revised to read in its entirety as follows:

"The name of the Corporation is D.C. Preparatory Academy Public Charter School (hereinafter referred to as the " Corporation").

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

4. The date of each amendment's adoption.

May 2, 2018

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



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



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

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

6. Name of the Governor or Authorized Person.

Emily K. Lawson

6A. Signature of the Governor or Authorized Person.

Mail all forms and required payment to:

Department of Consumer and Regulatory Affairs
 Corporations Division
 PO Box 92300
 Washington, DC 20090
 Phone: (202) 442-4432

Corporate Online Services Information:

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

Please check dcrd.dc.gov to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registrations."

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



C E R T I F I C A T E

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

D.C. PREPARATORY ACADEMY

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **28th** day of **December, 2001**.

David Clark
DIRECTOR

Elizabeth O. Kim
Administrator
Business Regulation Administration



Eldred E. J. Fornah
Act. Assistant Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

ARTICLES OF INCORPORATION
OF
D.C. PREPARATORY ACADEMY

FILE

DEC 28 2001

TO: DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION
CORPORATIONS DIVISION
941 NORTH CAPITOL STREET, N.E.
WASHINGTON, D.C. 20005

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

- FIRST:** The name of the corporation is D.C. Preparatory Academy (hereinafter referred to as the "Corporation").
- SECOND:** The period of duration of the Corporation is perpetual.
- THIRD:** The Corporation is organized for the purpose of establishing and operating a public charter school in the District of Columbia. The school will provide its students with an excellent education in academics, leadership and character.
- FOURTH:** The Corporation shall have no members.
- FIFTH:** The Corporation has not been formed for pecuniary profit or financial gain, and no part of the assets or earnings of the Corporation shall inure to the benefit or, or be distributable to, its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof.
- SIXTH:** The Corporation shall be managed by a Board of Directors. Except as provided in Article NINTH hereof with respect to the initial Board of Directors, the number, manner of election or appointment, and term of office of the Directors shall be as set forth in the bylaws of the Corporation, provided, however, that the number of Directors shall not be less than three.
- SEVENTH:** Upon the dissolution of the Corporation, the Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of the assets of the Corporation in furtherance of the purposes of the Corporation set forth in Article THIRD

hereof, including distribution of such assets to one or more corporations which have purposes consistent with the purpose set forth in Article THIRD hereof, and which qualify as organizations exempt under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law). Any assets of the Corporation not disposed of by the Directors in accordance with this Article shall be disposed of by the Superior Court of the District of Columbia exclusively to one or more organizations, as said Court shall determine, which at the time qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code of 1986 as amended (or the corresponding provision of any future United States Internal Revenue law).

EIGHTH: The address of the initial registered office of the Corporation is 4511 Cathedral Ave., N.W., Washington, D.C. 20016, and the name of its initial registered agent whose business office is identical with such registered office, is Emily K. Lawson (a District of Columbia resident).

NINTH: The initial Board of Directors shall consist of three Directors, such Directors to serve until their successors are elected and qualify as provided in the bylaws of the Corporation. The names and addresses of the initial Directors are as follows:

Emily K. Lawson
4511 Cathedral Ave., N.W.
Washington, D.C. 20016

Elizabeth S. Jeppson
4311 Cathedral Ave., N.W.
Washington, D.C. 20016

George A. Peterson
4311 Cathedral Ave., N.W.
Washington, D.C. 20016

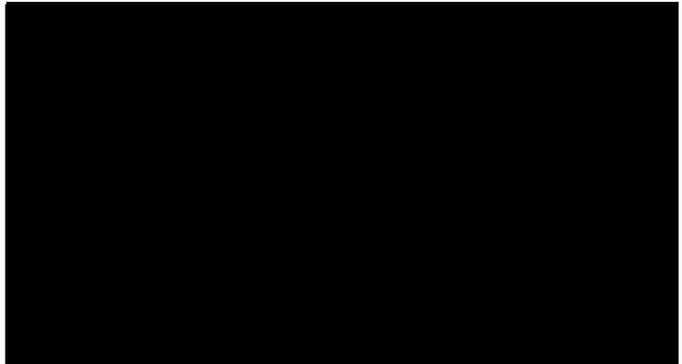
TENTH: The names and addresses of the incorporators of the Corporation are:

Emily K. Lawson
4511 Cathedral Ave., N.W.
Washington, D.C. 20016

Elizabeth S. Jeppson
4311 Cathedral Ave., N.W.
Washington, D.C. 20016

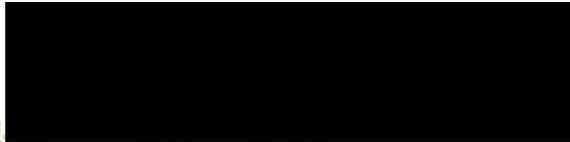
George A. Peterson
4311 Cathedral Ave., N.W.
Washington, D.C. 20016

Date: 12/28/01



I, Doris E. Osborne, a Notary Public, hereby certify that on the 28th day of Dec., 2001, Emily K. Lawson appeared before me and signed the foregoing document as incorporator, and averred that the statements therein contained are true.

DORIS E. OSBORNE
Notary Public
My Commission Expires 8-14-0



Notary Public

I, Doris E. Osborne, a Notary Public, hereby certify that on the 28th day of Dec., 2001, Elizabeth S. Jeppson appeared before me and signed the foregoing document as incorporator, and averred that the statements therein contained are true.

DORIS E. OSBORNE
Notary Public
My Commission Expires 8-14-0



Notary Public

I, Doris E. Osborne, a Notary Public, hereby certify that on the 28th day of Dec., 2001, George A. Peterson appeared before me and signed the foregoing document as incorporator, and averred that the statements therein contained are true.

DORIS E. OSBORNE
Notary Public
My Commission Expires 8-14-0



Notary Public

Articles of Incorporation and Bylaws

REVISED DRAFT 04.20.17

REVISIONS FROM 05.18.17 DRAFT AND PCSB REVISIONS REDLINED

D.C. PREPARATORY ACADEMY
PUBLIC CHARTER SCHOOL

FIRST AMENDED AND
RESTATED BYLAWS

Dated as of August 12, 2008

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ARTICLE I

PURPOSE AND OFFICES

Section 1. Purposes. The purpose of the Corporation is bridge the educational divide in Washington, DC by increasing the number of students from underserved communities with the academic preparation and personal character to succeed in competitive high schools and colleges. No part of net earnings will benefit any Director, officer or other individual. The Corporation is not organized for profit or organized to engage in an activity ordinarily carried on for profit and may engage only in activities that may be carried on by a corporation exempt from federal income taxation.

Section 2. Principal Office. The principal office of the Corporation shall be located in the District of Columbia. The Corporation may from time to time have such other offices as the Board of Directors may determine or as the affairs of the Corporation may require.

Section 3. Registered Agent. The Corporation shall have a registered agent who is identified in the Articles.

ARTICLE II

MEMBERS

Section 1. No Members. The Corporation shall have no Members. Unless these Bylaws provide otherwise, any action or vote permitted to be taken by Members pursuant to the D.C. Nonprofit Corporation Act, as amended (“Act”), shall be taken by action or vote of the same percentage of the Directors of the Corporation.

ARTICLE III

DIRECTORS

Section 1. Powers and Qualifications. The business and affairs of the Corporation shall be governed and managed by or under the direction of the Board of Directors, which may exercise all the powers of the Corporation. The Board of Directors shall have all the powers and duties necessary for the administration and implementation of the affairs of the Corporation, consistent with the purposes set forth in the Articles of Incorporation of the Corporation (“Articles”). A Director shall act in good faith in a manner that the Director reasonably believes to be in the best interests of the Corporation and with the care that a person in a like position would reasonably believe appropriate under similar circumstances. At least a majority of Directors shall be residents of the District of Columbia, and at least two Directors shall be parents of students currently attending D.C. Preparatory Academy Public Charter School.

Section 2. Number. The initial number of Directors of the Corporation shall be fixed by the Articles. Thereafter, the number of Directors of the Corporation shall be not fewer than three (3) but not more fifteen (15) unless otherwise required or allowed by the Act or the District of Columbia School Reform Act (“SRA”) as each may be amended from time to time. Whether the number of Directors is an odd or even number shall be subject to all laws, regulations, and requirements applicable to the Corporation from time to time. Such number may be increased or decreased from time to time by the Board of Directors within such limits; however, no decrease shall reduce the term of any incumbent Director.

Section 3. Election. Subject to the other provisions of this Section, new Directors shall be elected at the annual meeting of the Board of Directors. Elections may also be held at a regular or special meeting called for that purpose. The election of Directors shall be by the

affirmative vote of two-thirds (2/3) of the Directors who are present at a meeting at which a quorum is present.

Section 4. Term. Each Director shall hold office until the expiration of his or her term and such Director's successor is elected and qualified or until his or her earlier resignation, death, disqualification, or removal from office.

a. Term. The election of any Director shall be for a term of three years, which elections shall be staggered so that the terms of one-third of the Directors expire each year, except as otherwise provided in these Bylaws, required by law or provided by resolution of a majority of the Directors then in office.

b. Consecutive Term Limit. A Director may serve as a Director a maximum of three consecutive terms ("Term Limit"). The Board of Directors may extend the Term Limit for an existing Director, but not beyond an additional three (3) years, by the affirmative vote of two-thirds (2/3) of the Directors then in office. Any Director subject to the Term Limit shall not be eligible to serve as a Director for a period of at least one year from the end of such individual's previous term as a Director. Terms lasting less than one year will not count towards the Term Limit.

i. By the affirmative vote of two-thirds (2/3) of the Directors then in office, the Board may extend the Term Limit of existing director(s) pursuant to subparagraph b. immediately above: (A) to avoid the loss of more than three directors in a particular year because of the Term Limit, or (B) in exceptional circumstances.

Section 5. Resignation. Any Director may resign at any time by notifying the Board

of Directors or the Chair of the Board in writing. Such resignation shall be effective upon receipt unless such resignation is specified to be effective at some other time or upon the happening of some event. If the resignation is not effective upon receipt, the effective date of, conditions to or other terms regarding the resignation shall require approval of the Board.

a. Chief Executive Officer. If the Chief Executive Officer is a Director and resigns from the Board, such resignation shall not necessarily have any relation to or effect upon his or her position as Chief Executive Officer.

Section 6. Removal. Directors may be removed from office at any time, with or without cause, upon an affirmative vote by two-thirds (2/3) of the Directors then in office.

a. Chief Executive Officer. If the Chief Executive Officer is a Director, the removal of the Chief Executive Officer from the Board shall not necessarily have any relation to or effect upon his or her position as Chief Executive Officer. The Chief Executive Officer is not a Director unless elected to the Board pursuant to these Bylaws. If the Chief Executive Officer is not a Director, the Chief Executive Officer shall have no right to vote as a Director.

Section 7. Vacancies.

a. No Increase in the Number of Directors. Any vacancy occurring in the Board of Directors unrelated to an increase in the number of Directors may be filled by the vote of two-thirds (2/3) of the remaining Directors who are present at a meeting at which a quorum is present. A Director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

b. Increase in the Number of Directors. When the authorized number of Directors is increased and the Board of Directors does not at the same time elect the

necessary additional Director(s), a majority of the Directors then in office shall have the power to elect such new Director(s) for a term of office continuing only until the next annual meeting of the Corporation.

Section 8. Disclosure.

a. Duty of Disclosure. A Director shall disclose to other Board members or Committee members information not already known by them but known by the Director to be material to the discharge of the decision-making or oversight functions of the other Board members or Committee members, except to the extent disclosure would violate a duty imposed by law, a legally enforceable obligation to confidentiality, or a professional ethics rule.

ARTICLE IV

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Location of Meetings. All meetings of the Board of Directors may be held within or without the District of Columbia.

Section 2. Annual Meeting. The annual meeting of the Board of Directors shall be on such date as the Board of Directors establishes from year to year.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held on a regular basis, but no less than once each calendar quarter unless otherwise allowed or required by law, with notice of the date, time, place, or purpose of the meeting unless otherwise provided in the Articles or Bylaws.

Section 4. Special Meetings. The Chair may call, or upon the request of three Directors, the Secretary shall call, a special meeting of the Board of Directors. The notice for special meetings shall provide the date, time, place and purpose of the meeting unless otherwise

provided in the Articles or Bylaws.

Section 5. Notice of Meetings.

a. All Meetings. Notice of meetings of the Board of Directors may be given orally, electronically or in writing. Notice of meetings of the Board of Directors shall be provided orally or served personally or sent to each Director by mail, electronically or facsimile at least ten (10) days before the time designated for such meeting if sent by mail, or at least forty-eight (48) hours if sent by electronic mail or facsimile or provided orally. Notices provided in writing or electronically shall be addressed to the last address, physical, electronic, facsimile or text, on the records of the Corporation.

b. Regular Meetings. Notice may be provided by a single notice of all regularly scheduled meetings for the year at the beginning of the year, or for a lesser period, without having to give notice of each meeting individually.

Section 6. Waiver of Notice. Whenever notice is required to be given to any Director under the provisions of the Act, the Articles, or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Such waiver need not specify the purpose(s) or of the meeting.

Section 7. Quorum. One-half (1/2) of the Directors in office before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless otherwise required by the Act, the Articles, or these Bylaws. However, if the quorum is not present at any meeting of the Board of Directors, those Directors present may adjourn the meeting from time to time, without notice other than notice by announcement at the meeting, until the quorum shall be present.

Section 8. Action by Majority Vote. Except as required by the Act, the Articles, or these Bylaws, any action by a majority of the Directors present at a meeting at which a quorum is present shall be deemed the action of the Board of Directors. Any amendments to the Articles must be adopted by two-thirds (2/3) of the Directors then in office.

Section 9. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing and the writing(s) are filed with the minutes or proceedings of the Board of Directors or committee. Such consents may be executed in counterparts and as so executed shall constitute the written one consent of the Board of Directors. A facsimile, copy or copy in PDF format of the signature of a party shall be deemed to be and will be treated the same as the original signature of a Director.

Section 10. Conflict of Interest.

a. Policy Agreement. Upon election to the Board, every Director shall sign a Conflict of Interest Policy Agreement.

b. Vote by Director. No Director may vote upon a matter coming before the Board of Directors in which the Director has a conflict of interest. Immediately upon becoming aware that such a conflict may exist, a Director must disclose the existence of the potential conflict to the remaining Directors and the Corporation and comply with clauses (i) through (v) in subparagraph c. of this Section below. Any such withdrawal or abstention by an interested Director shall not defeat the quorum at the meeting of the Board of Directors, if such quorum was present before such Director's abstention from voting. The disclosure, withdrawal and compliance by the Director with the requirements

of this Section shall be fully documented in the minutes of the relevant Board of Directors' meeting(s).

c. Director or Officer Transaction with Corporation. A transaction between the Corporation and any Director or officer having an interest in the transaction (“Individual With Conflict”) shall not be void or voidable solely for that reason, provided: (i) the transaction is fair to the Corporation at the time it is authorized; (ii) the Individual With Conflict abstains from any vote, directly or indirectly, related to the transaction; (iii) the Individual With Conflict is not present in any committee, Board or other meeting when the transaction is discussed and when any recommendation or authorizing vote is taken on the transaction, (iv) the Individual With Conflict has no discussions with any officer or Board member advocating for the transaction or otherwise attempting to influence any officer, Board member or the Corporation regarding the transaction, and (v) the material facts as to the relationship or interest are disclosed and the transaction is then approved in good faith by vote of the disinterested Directors.

d. Business Opportunity. A Director may avoid liability for directly or indirectly taking for the Director a business opportunity in which the Corporation may be interested, provided: (i) the Director first brings the opportunity to the Corporation’s attention in writing, and (ii) the Corporation disclaims the Corporation’s interest in the opportunity pursuant to the Corporation’s and Board’s procedures for a transaction with a conflict of interest.

e. Loan to Director or Officer. Loans to Directors and officers are prohibited, unless the monies are: (i) an advance to pay reimbursable expenses reasonably expected to be incurred by a Director or officer; (ii) advances for expenses related to

indemnification pursuant to these Bylaws; or (iii) a loan to pay relocation expenses of an officer.

f. Fiscal Transparency. The provisions of this Article IV, Section 10 shall be subject to and any conflict of interest shall be dealt with in compliance with the Public Charter School Fiscal Transparency Amendment Act of the District of Columbia as the same may be amended and any other laws and regulations of the District of Columbia regarding fiscal transparency applicable to a conflict of interest of the Corporation.

Section 11. Participation in Meetings.

a. Conference Telephone. Members of the Board of Directors, or any committee thereof, may participate in any meeting of the Board or a committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at such meeting.

b. Electronic Communications. Meetings of the Board of Directors, or any committee thereof, may be held by means of the Internet or other electronic communications technology by means of which all persons participating in the meeting have the opportunity to read or hear the proceedings substantially concurrently with their occurrence, vote on matters submitted, pose questions, and make comments.

ARTICLE V

COMMITTEES

Section 1. Committees of the Board of Directors. The Board of Directors, by a vote of a majority of the entire Board, may from time to time designate committees of the Board, including an Executive Committee, with such lawfully delegable powers and duties as it thereby

confers, to serve at the pleasure of the Board. The Board shall, for those committees and any others of the Board provided for herein, elect a Director or Directors to serve as the member or members, designating, if the Board desires, other Directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. The number of Directors on a committee of the Board shall be no less than the minimum, if any, required by the Act at any point in time. Any committee so designated may exercise the power and authority of the Board of Directors as the resolution of the Board of Directors which designates the committee or supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternative member in his or her place, the Board of Directors, by a vote of a majority of the entire Board, may elect another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member. The Board of Directors may, from time to time, suspend, alter, continue or terminate any committee of the Board or the powers and functions thereof.

Section 2. Non-Board Committees. The Board of Directors or its Chair, unless the Board otherwise decides, may provide in writing for such other committees and advisory groups, consisting in whole or in part of individuals who are not Directors and the Chair, unless the Board otherwise provides, deems desirable. The Board of Directors may, from time to time, suspend, alter, continue or terminate any such committee or the powers and functions thereof. Each such committee or group will be advisory to the Board and will have such powers and perform such duties and functions, not inconsistent with law, as may be prescribed for it by the Chair in writing unless the Board otherwise provides. Appointments to, and the filling of vacancies on, such committees or groups will be the responsibility of the Chair unless the Board otherwise provides. The activities and recommendations of any such committee or group will be

reported to the Board at its next meeting following such action and will be subject to the control, revision, and alteration by the Board, provided no rights of third persons are prejudicially affected thereby.

a. Rules. Each committee or group described in Section 2 may adopt rules for its own government provided such rules are not inconsistent with these Bylaws or with rules adopted by the Board of Directors. Committee members shall be entitled to notice of meetings as specified in the writing establishing the committee.

Section 3. Effect of Committees on Board Responsibilities. The designation of any such committee described in Section 1 of this Article and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon the Board of Directors or any individual Director by these Bylaws or the Act.

Section 4. Term. Each member of a committee described in Sections 1 and 2 of this Article shall serve as such until the next annual meeting of the Corporation and until his or her successor is appointed, unless: (i) the committee shall be sooner terminated, (ii) such member is removed from such committee by the Board of Directors, (iii) such member shall cease to qualify as a member of the committee, or (iv) such member has resigned or died. Provided an individual is not otherwise ineligible at any time to serve on a committee, there shall be no limit on the length of time an individual can serve on any committee or the number of times, consecutive or otherwise, an individual can be appointed to a committee.

Section 5. Meetings. The Chair of the Board of Directors or a majority of any such committee may fix the time and place of its meetings. Adequate provision shall be made for notice to members of all meetings. Each committee shall keep records of its actions and report such actions to the Board of Directors and the Chair.

Section 6. Quorum/Action. A majority of the then serving members of any committee shall constitute a quorum. Any action of the majority of those present at a meeting at which a quorum is present shall be deemed the action of the committee, except when a committee has only two (2) members, then any action must be by unanimous consent.

Section 7. Advisors and Other Supporters of the Corporation. The Board of Directors may designate certain persons and groups of persons as advisors, sponsors, benefactors, contributors, or friends of the Corporation, or such other title as the Board of Directors may deem appropriate. Such persons shall serve in an honorary capacity and, except as the Board of Directors shall otherwise designate, shall have no other rights and responsibilities.

ARTICLE VI

OFFICERS

Section 1. Designation. The officers of the Corporation shall consist of a Chair of the Board of Directors, one or more Vice Chairs, a Chief Executive Officer, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. Each such officer shall hold office until such officer's successor is elected or qualified or until such officer's earlier resignation or removal. Any number of offices may be held by the same person, except the Chair may not serve concurrently as Secretary or Treasurer, and the Chief Executive Officer, if elected to the Board as a Director, may not serve as any other officer. One person may also have such other titles as the Board of Directors may determine.

Section 2. Duties. When discharging duty as an officer, an officer must act in good faith, in a manner the officer reasonably believes to be in the best interests of the Corporation, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. An officer has a duty to: (i) inform a superior officer, the Board, or committee of

the Board to whom the officer reports information about the affairs of the Corporation known to the officer, within the scope of the officer's functions, and known by the officer to be material to the superior officer, Board, or committee of the Board; and (ii) inform a superior officer, another appropriate person within the Corporation, the Board, or a committee of the Board, of any actual or probable material violation of law involving the Corporation, or material breach of duty to the Corporation by an officer, employee, or agent of the Corporation, that the officer believes has occurred or is likely to occur.

Section 3. Election. The officers shall be elected by the Board of Directors at its annual meeting, or as soon thereafter as possible.

Section 4. Term. Each officer shall serve for a term of one (1) year, between the annual meetings of the Board of Directors and until such officer's successor is elected and qualified or until such officer's earlier resignation, removal, or death.

Section 5. Resignations. Any officer may resign at any time by notifying the Board of Directors or the Chair in writing. Such resignation shall take effect upon receipt unless such resignation is specified to be effective at some other time or upon the happening of some event. If the resignation is not effective upon receipt, the effective date of, conditions to or other terms regarding the resignation shall require approval of the Board.

Section 6. Removal. Any officer may be removed, either with or without cause, by a majority vote of the Board of Directors at any regular or special meeting at which a quorum is present.

Section 7. Vacancies. A vacancy in any office occurring by any reason may be filled for the unexpired term of the predecessor in office by the Board of Directors at any regular or special meeting.

Section 8. Chief Executive Officer. The Chief Executive Officer shall serve as the chief executive officer of the Corporation and shall have general supervision over the affairs of the Corporation. The Chief Executive Officer shall perform all duties incident thereto and have such power as may from time to time be assigned by the Board of Directors.

Section 9. Chair and Vice Chairs. The Chair shall serve as the Chair of the Board of Directors and perform such duties and have such powers as shall be assigned to him or her by the Board of Directors. The Board of Directors may establish offices of the Vice Chair, or if there shall be more than one (1), the Vice Chairs. The Vice Chairs shall, in general, perform such duties and have such powers as shall be assigned to them by the Board of Directors or the Chair.

Section 10. Secretary. The Secretary shall serve as the Secretary of the Corporation and perform such duties and have such powers as shall be assigned to him or her by the Board of Directors.

Section 11. Treasurer. The Secretary shall serve as the Secretary of the Corporation and perform such duties and have such powers as shall be assigned to him or her by the Board of Directors.

Section 12. Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers, employees or agents, notwithstanding any provision thereof. The Board of Directors may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such person's rights, if any.

Section 13. Other Officers. Other officers elected or appointed by the Board of Directors shall, in general, perform such duties and have such powers as shall be assigned to them by the Board of Directors or the Chair, unless the Board of Directors otherwise decides.

ARTICLE VII

COMPENSATION OF DIRECTORS AND OFFICERS

Section 1. Compensation of Directors. Directors shall serve without compensation. However, subject to rules and procedures prescribed by the Board of Directors from time to time and by the Internal Revenue Code, as the same may be amended (“Code”), the Board may approve reimbursement of necessary and actual out of pocket expenses incurred while conducting the business of the Corporation.

Section 2. Compensation of Officers. No officer, who is not an employee of the Corporation, shall receive any compensation for serving as an officer of the Corporation. Any individual who is an employee of the Corporation, but who also is an officer, shall receive compensation for such individual’s services to the Corporation as an employee.

ARTICLE VIII

INDEMNIFICATION

Section 1. Indemnification.

a. Director or Officer. The Corporation shall indemnify, to the full extent then permitted by law, a Director or officer to the extent he or she was successful, on the merits or otherwise, in the defense of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) (individually and collectively “Proceeding”) by reason of the fact that such person (“Indemnitee”) is or was a Director or officer of the Corporation (unless the Director or officer was adjudged liable on the basis of receipt of a financial benefit to which he or she was not entitled, whether or not involving action in an

official capacity), or is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another corporation or legal entity against expenses (including attorneys' fees), judgments, fines, and excise taxes assessed on the Indemnitee with respect to any employee benefit plan and amounts paid in settlement actually and reasonably incurred by such Indemnitee in connection with such Proceeding (collectively "Losses") if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and if none of the exceptions in Section 2 of this Article apply.

i. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

b. Employee or Agent. Notwithstanding the foregoing, the Corporation shall indemnify any such agent or employee, as opposed to any Director or officer, of the Corporation to an extent greater than that required by law only if and to the extent that the Board of Directors may, in its discretion, so determine. Such indemnification shall not be deemed exclusive of any other rights to which such Director, officer, employee or agent may be entitled, under these Bylaws, by any agreement, by vote of the Board of Directors, or otherwise.

c. Elective – Director or Officer. In addition to the indemnification described in subparagraphs a. and b. of this Section, the Corporation may indemnify an individual who is a party to a proceeding because he or she was a Director or officer against liability

incurred in the proceeding only if the following specific procedures are followed: (i) the action must be authorized in each specific instance and determination is required in each specific instance by vote of the disinterested Directors or by special legal counsel that indemnification is permissible because the Director or officer has met the applicable standard of conduct; or (ii) the indemnification is authorized in advance through the Articles or Bylaws.

i. Advance Funds. In connection with the indemnification described in this subparagraph c., the Corporation may advance funds to pay for or reimburse expenses incurred before final disposition of a proceeding, if: (A) the individual affirms that he or she qualifies; (B) the individual agrees to repay any funds advanced if the individual is ultimately not entitled to indemnification; (C) the Board determines that there is no material risk that the individual will not repay or be able to repay the funds to the Corporation, and (D) the Board authorizes the advance (or the advance is authorized by these Bylaws, Board resolution, or contract approved by the Board.)

Section 2. Exceptions to Indemnification. Notwithstanding any provision in this Article and these Bylaws to the contrary, the Corporation shall have no liability or obligation under this Article to any Director, officer, employee or agent described in Section 1 of this Article:

- a. If such Director, officer, employee or agent:
- i. Has committed fraud on the Corporation;
 - ii. Has breached his or her fiduciary duty to the Corporation;
 - iii. Has breached the Conflict of Interest Policy Agreement of the

Corporation in effect from time to time;

iv. Is in material breach of any agreement with the Corporation.; or

v. Received a material financial benefit to which the individual is not entitled.

b. If the Proceeding is the result in any way of any of the following by such Director, officer, employee or agent:

i. Willful misconduct;

ii. Criminal act or failure to act;

iii. Negligence or misconduct in the performance of a responsibility or duty to the Corporation; or

iv. Intentional infliction of harm.

Section 3. Insurance. The Corporation may, to the full extent then permitted by law, purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Corporation or is or was serving at the request of the Corporation as a Director, trustee, officer, employee, or agent of another corporation or other legal entity against any liability asserted or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability under these Bylaws.

a. Limited Immunity from Civil Liability. To provide volunteers, as that term is defined in the Act, limited immunity from civil liability to third parties pursuant to the Act in connection with their volunteer service on behalf of the Corporation, the Corporation shall maintain the minimum level of liability insurance required by the Act.

Section 4. Survival of Rights. The indemnification and any other rights of a Director,

officer, employee or agent of the Corporation under this Article shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person. No amendment, alteration, rescission or replacement of these Bylaws or any provision hereof shall be effective as to such person with respect to any action taken or omitted by such person in his or her position with the Corporation or any other legal entity which such person is or was serving at the request of the Corporation prior to such amendment, alteration, rescission or replacement.

Section 5. Limitation. Notwithstanding any provision in this Article to the contrary, the Corporation may not indemnify any person described in this Article, pay their expenses or pay insurance premiums on their behalf if the Corporation is classified as a private foundation as defined in the Code and such indemnification payment, expense payment or payment of insurance premium would constitute a violation of any provision of the Code applicable to a private foundation.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Execution of Contracts. The Board of Directors, except as otherwise provided in these Bylaws, may prospectively or retroactively authorize any officer, employee, or agent of the Corporation to enter into any contract or agreement or execute and deliver any contract, agreement, instrument or other document (collectively “Documents”) in the name of and on behalf of the Corporation. Any such authority may be general or confined to specific instances.

Section 2. Loans.

a. By the Corporation. Except as otherwise provided in these Bylaws, no

loans shall be made by the Corporation to any Director or officer thereof.

b. To the Corporation. The Board of Directors, or any committee of the Board pursuant to these Bylaws, may authorize the Chair or any other officer or agent of the Corporation to: (i) obtain loans and advances at any time for the Corporation; (ii) make, execute, and deliver Documents to evidence or secure any indebtedness of the Corporation; and (iii) mortgage, pledge, hypothecate, or transfer any assets of the Corporation to secure any such indebtedness. Such authority conferred by the Board of Directors may be general or confined to specific instances.

Section 3. Gifts. Subject to the other provisions of this Section, the Board of Directors, the Chief Executive Officer, and/or the Chief Executive Officer's designee, either collectively or individually, may accept any contribution, gift, bequest, or devise (collectively "Gift") on behalf of and for the purposes of the Corporation. The Board shall receive at least annually, or such other additional times as the Board shall determine, the name of each donor and the amount of the Gift and such other information regarding Gifts as the Board shall determine.

Section 4. Investments. The Corporation shall have the right to invest and reinvest any funds held by the Corporation pursuant to the judgment of the Board of Directors or an authorized committee of the Board. Any investment of the funds or other assets of the Corporation shall be subject to the policies, guidelines, and restrictions imposed by the Board of Directors from time to time and by applicable laws and regulations for such investment on behalf of a not for profit corporation.

Section 5. Voting of Securities Held by the Corporation. Stocks and other securities owned by the Corporation shall be voted, in person or by proxy, as determined by the Board of

Directors, an authorized committee of the Board, or the designee of the Board or such committee, as the case may be.

Section 6. Books and Records. The Corporation shall maintain its records in written or any other form, including in digital form.

a. Principal Office. The Corporation shall keep a copy of the following records at the principal office of the Corporation: (i) the Articles of Incorporation currently in effect; (ii) the Bylaws currently in effect; (iii) minutes and records of all actions taken for the past three (3) years that the Act requires to be kept permanently; (iv) all communications in the form of a record to Directors within the past three (3) years including the financial statements furnished to Directors for the past three (3) years; (v) a list of all the names and business addresses of the current directors and officers; and (vi) the most recent biennial report filed with the Mayor of the District of Columbia.

b. Permanent Records. Subject to subparagraph a. of this Section, the Corporation shall keep in the principal office of the Corporation unless otherwise required or allowed by law: (i) the minutes of all meetings of the Board of Directors and any designated body referred to in the Act; (ii) records of all actions taken without a meeting by the Board or any designated body; (iii) records of all actions taken by a committee of the Board or a designated body on behalf of the Corporation; and (iv) appropriate accounting records.

Section 7. Depositories. The funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors or authorized committee of the Board may select, or as may be selected by any one (1) or more officers or agents of the Corporation to whom such power may from time to time be

delegated by the Board of Directors or such committee of the Board.

Section 8. Signatories. All checks, drafts, and or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation out of the funds of the Corporation shall be signed by such officer(s) or agent(s) of the Corporation and in such manner as shall from time to time be determined by the Board of Directors or an authorized committee of the Board. In the absence of such determination, such instruments shall be signed on behalf of the Corporation by the Chief Executive Officer or Treasurer of the Corporation.

Section 9. Annual Audit. Unless otherwise decided by the Board of Directors, an audit of the books and accounting records of the Corporation will be made for each fiscal year of the Corporation.

Section 10. Fiscal Year. The fiscal year of the Corporation shall begin on July 1 of each year and end on June 30 of the following year, unless the Board of Directors decides otherwise.

Section 11. Corporate Seal. The Board of Directors may provide, but shall have no obligation, legal or otherwise to provide, a suitable seal containing the name of the Corporation.

Section 12. Dissolution. In the event the charter for the Corporation's charter schools is revoked, not renewed or voluntarily relinquished, the Corporation shall dissolve and the assets of the Corporation shall be distributed in accordance with Section 38-1802.13a of the Code of the District of Columbia.

ARTICLE X

AMENDMENTS

Subject to the Act, these Bylaws and the Articles may be altered, amended, or repealed, in whole or in part, and new Bylaws or Articles may be adopted by a two-thirds (2/3) vote of the

Directors then in office at any regular or special meeting of the Board of Directors. Notice of the intent to alter, amend, or repeal and adopt new Bylaws shall be given in accordance with Article IV. Notwithstanding any provision of these Bylaws or the Articles to the contrary, any alteration, amendment or repeal of new Bylaws or Articles shall be done in the manner and compliance and pursuant to all applicable laws.

ARTICLE XI

EFFECT OF PROVISIONS OF LAW AND ARTICLES OF INCORPORATION

Each of the provisions of these Bylaws shall be subject to and controlled by specific provisions of the Act or the Articles which relate to their subject matter, and shall also be subject to any exceptions or more specific provisions dealing with the subject matter appearing in these Bylaws, as amended from time to time.

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

DC Preparatory Academy Public Charter School ("DC Prep 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, DC Prep 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, DC Prep 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.

DC Prep 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. DC Prep 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.

DC Prep 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. DC Prep 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 DC Prep PCS serves food, the school will maintain proper licenses from the DC government and applicable agencies therein.

Attachment D

Assurances to Maintain Accreditation

DC Preparatory Academy Public Charter School acknowledges its obligation to 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).

Attachment E

Relationship Between School and Employees

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

RECEIPT OF DC PREP PCS EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)

I have received and read a copy of DC Prep's Employee Manual. I understand that this Employee Manual supersedes all prior employee manuals, and that the policies and benefits described in the Employee Manual are subject to change at the sole discretion of DC Prep at any time.

I understand and accept that this Employee Manual is not a contract of employment and that nothing contained in this Employee Manual creates or may be construed as creating anything other than employment at-will.

This Receipt and Acknowledgment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Receipt and Acknowledgment. A copy of this Receipt and Acknowledgment executed, dated or filled in by a party in the form of facsimile, PDF document by electronic transmission, hard copy or digital or electronic signature, dating or filling in shall be accepted as an original, binding upon the party so executing and considered a signature for a valid and binding Receipt and Acknowledgment.

Employee's Printed Name

Position

Employee's Signature

Date

ATTACHMENT F

Pre-Opening Visit Checklist (New Campus or Facility) – DC Preparatory Academy Public Charter School

This checklist is to be used by DC PCSB if the school opens an additional campus or facility in the future.

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
Leadership roles have been filled.	<ul style="list-style-type: none"> • Organizational Chart with names • Contracts, including position description 	

Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or ELL teachers.	<ul style="list-style-type: none"> • Staffing plan • Teacher roster 	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none"> • Staff position descriptions 	
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"> • Employee Handbook. * • Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.) 	
There is documentation that background checks for all staff have been	<ul style="list-style-type: none"> • Background check clearances* 	

completed (within the past two years)		
Plan for when teachers are absent	<ul style="list-style-type: none"> • Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.) 	

Curriculum and Instruction

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

Students and Parents

Area of Review	Examples of	Notes/ Verification
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	Acceptable Documentation	
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> • Student rosters/records are on file and accessible to teachers for planning 	
Valid proof of DC residency is on file for each student.	<ul style="list-style-type: none"> • 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 	
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> • Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records (Includes a Safeguard of Student Information Policy that aligns with FERPA) • Evidence that the records of students with disabilities are kept in a secure location • Evidence that parents or adult students have been provided with notice of their rights under FERPA 	

Operations

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Arrangements have been	<ul style="list-style-type: none"> • Food service contract 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
made for food service.	<ul style="list-style-type: none"> Record of Basic Business License (BBL) * 	
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> Written plans for life safety procedures included in faculty/student handbooks Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) * 	

Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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"> Space meets the needs of the program and number of students to be served 	
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> Plans detailing times and locations for student drop-off and pick-up before school, during school hours, and after school are in place 	
Classroom furniture is available for instruction (or will be).	<ul style="list-style-type: none"> School admin. confirms that classroom furnishings are appropriate for the school's educational model 	
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> School admin. confirms that equipment is installed and is ready (or will be ready) to operate by the first day of 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
A Certificate of Occupancy is on file at the school.	<p style="text-align: center;">school</p> <ul style="list-style-type: none"> • Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building* 	
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> • Certificates of insurance on file at school with coverage in accordance with their charter. * 	
ADA Compliance	<ul style="list-style-type: none"> • 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.) 	

Overall Notes:

ATTACHMENT F

Pre-Opening Visit Checklist (Relocation) – DC Preparatory Academy Public Charter School

This checklist is to be used by DC PCSB if the school relocates in the future.

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

**Items should be uploaded into Epicenter*

Operations

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Arrangements have been made for food service.	<ul style="list-style-type: none"> • Food service contract • Record of Basic Business License (BBL) 	
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> • Written plans for life safety procedures included in faculty/student handbooks • Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) * 	

Facilities, Furnishings and Equipment

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

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

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
ADA Compliance	<ul style="list-style-type: none"> 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.) 	

Overall Notes:

Attachment G

Insurance Requirements

DC Preparatory Academy Public Charter School 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	\$5,000,000
Directors and Officers Liability	\$1,000,000
Educators' Legal Liability	\$2,000,000
Property Lease Insurance	As contractually required by the lease but no less than \$500,000
Workers' Compensation	Yes, \$500,000.
Boiler and Machinery Insurance	Yes.
Auto Liability	N/A
Computer/technology insurance	Yes

Attachment H

Key Personnel Positions

Chief Executive Officer

Board Chair of the Board of Directors

Chief Academic Officer

Chief Operating Officer