

**U.S. Department of Education**  
**Washington, D.C. 20202-5335**



**APPLICATION FOR GRANTS**  
**UNDER THE**

**Charter School Program (CSP): Grants to Non-State Educational Agency (Non-SEA): Planning, Progr**

**CFDA # 84.282B**

**PR/Award # U282B140069**

**Grants.gov Tracking#: GRANT11701712**

OMB No. , Expiration Date:

Closing Date: Jul 11, 2014

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\* 2. Type of Application:

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

07/11/2014

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

Chesapeake Lighthouse Foundation, Inc.

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

830356333

\* c. Organizational DUNS:

0227751600000

**d. Address:**

\* Street1:

7321 Parkway Dr S

Street2:

\* City:

Hanover

County/Parish:

\* State:

MD: Maryland

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

21076-1159

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Mr.

\* First Name:

Hakan

Middle Name:

\* Last Name:

Orak

Suffix:

Title:

Director of Curriculum &amp; Instruction

Organizational Affiliation:

\* Telephone Number:

(301) 776-2300

Fax Number:

(301) 776-2322

\* Email:

horak@clfmd.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. Department of Education

**11. Catalog of Federal Domestic Assistance Number:**

84.282

CFDA Title:

Charter Schools

**\* 12. Funding Opportunity Number:**

ED-GRANTS-052714-001

\* Title:

Office of Innovation and Improvement (OII): Charter School Program (CSP): Grants to Non-State Educational Agency (Non-SEA): Planning, Program Design, and Initial Implementation Grants CFDA Number 84.282B

**13. Competition Identification Number:**

84-282B2014-1

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

CHESAPEAKE MATH & IT ACADEMY SOUTH APPLICATION FOR GRANT UNDER THE CHARTER SCHOOL PROGRAM: CFDA NUMBER: 84.282B

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="617,120.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="617,120.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?** a. This application was made available to the State under the Executive Order 12372 Process for review on . b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)** Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**Prefix:  \* First Name: Middle Name: \* Last Name: Suffix: \* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed:

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 11 2005

CHESAPEAKE LIGHTHOUSE FOUNDATION  
INC  
313 MILTON AVE  
GLEN BURNIE, MD 21061

Employer Identification Number:  
83-0356333  
DLN:  
17053128037004  
Contact Person: JEFFERY A CULLEN ID# 31215  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(ii)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
February 5, 2003  
Contribution Deductibility:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

# CORPORATE CHARTER APPROVAL SHEET

**\*\* EXPEDITED SERVICE \*\***

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 02 BUSINESS CODE 04

# \_\_\_\_\_

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_



ID # D07208796 ACK # 1000361987984865  
LIBER: B00477 FOLIO: 0156 PAGES: 0003  
CHESAPEAKE LIGHTHOUSE FOUNDATION, INC.

Surviving (Transferee) \_\_\_\_\_

02/05/2003 AT 10:06 A WO # 0000696922

New Name \_\_\_\_\_

### FEES REMITTED

Base Fee: 20  
 Org. & Cap. Fee: 20  
 Expedite Fee: 20  
 Penalty: \_\_\_\_\_  
 State Recordation Tax: \_\_\_\_\_  
 State Transfer Tax: \_\_\_\_\_  
1 Certified Copies 30  
 Copy Fee: 9  
 \_\_\_\_\_ Certificates  
 Certificate of Status Fee: \_\_\_\_\_  
 Personal Property Filings: \_\_\_\_\_  
 Other: \_\_\_\_\_  
 TOTAL FEES: 119

\_\_\_\_\_ Change of Name  
 \_\_\_\_\_ Change of Principal Office  
 \_\_\_\_\_ Change of Resident Agent  
 \_\_\_\_\_ Change of Resident Agent Address  
 \_\_\_\_\_ Resignation of Resident Agent  
 \_\_\_\_\_ Designation of Resident Agent  
 and Resident Agent's Address  
 \_\_\_\_\_ Change of Business Code  
 \_\_\_\_\_ Adoption of Assumed Name  
 \_\_\_\_\_ Other Change(s)

Credit Card \_\_\_\_\_ Check  Cash \_\_\_\_\_  
1 Documents on 1 Checks

Code \_\_\_\_\_  
 X Attention: Ahmet Genç  
 X Mail to Address: 155 Wilgate Road  
Owings Mills  
MD 21117

Approved By: 10

Keyed By: \_\_\_\_\_

COMMENT(S):

**CERTIFIED COPY MADE**

Stamp Work Order and Customer Number HERE  
 WOL 696522  
 CUST 105404  
 119.00

**ARTICLES OF INCORPORATION FOR  
CHESAPEAKE LIGHTHOUSE FOUNDATION  
A TAX-EXEMPT NONSTOCK CORPORATION**

**FIRST:** The undersigned *Ali Bicak, Elvan Ceyhan, Mustafa Kececi, Hasan Kumbasar and Ahmet Genc*, whose address is *155 Wilgate Road, Owings Mills, MD 21117*, being at least eighteen years of age, do hereby form a corporation under the laws of the State of Maryland.

**SECOND:** The name of this corporation is *Chesapeake Lighthouse Foundation, Inc.*

**THIRD:** The **primary and general** purposes for which the corporation is established are as follows:

[a] The primary purpose for which this foundation is organized and operated is to promote and foster cultural exchange among people at all levels through dialogue.

[b] The general purpose for which this corporation is formed is to operate exclusively for facilitating intercultural interaction by means of educational institutions of a truly multicultural flavor.

[d] Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**FOURTH:** The street address of the principal office of the corporation in Maryland is:  
*155 Wilgate Road, Owings Mills, MD 21117*

**FIFTH:** The name of the resident agent of the corporation in Maryland is: *Tuncay Mutlu*, whose address is, *3 Red Mare Ct. Apt E, Cockeysville, MD 21030*

**SIXTH:** The corporation has no authority to issue capital stock.

**SEVENTH:** The number of directors of the corporation shall be *five* which number may be increased or decreased pursuant to the bylaws of the corporation. The names of the directors who shall act until the first meeting or until their successors are duly chosen and qualified is/are *Ali Bicak, Elvan Ceyhan, Ahmet Genc, Mustafa Kececi, Hasan Kumbasar*.

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

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

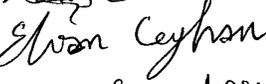
IN WITNESS WHEREOF, I have signed these articles and acknowledge the same to be my act.

**SIGNATURES OF INCORPORATORS:**

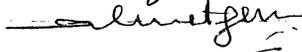
Ali Bicak,



Elvan Ceyhan,



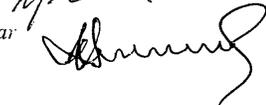
Ahmet Genc,



Mustafa Kececi,



Hasan Kumbasar



I hereby consent to my designation in this document as resident agent for this corporation.

**SIGNATURE OF RESIDENT AGENT LISTED IN FIFTH ARTICLE:**

Tuncay Mutlu



**RETURN TO:**

Chesapeake Lighthouse Foundation, Inc  
155 Wilgate Road, Owings Mills, MD 21117

**PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS**  
**CHARTER SCHOOL AGREEMENT**

**THIS AGREEMENT** is between the Chesapeake Lighthouse Foundation, Inc., whose address is 7321 Parkway Drive S., Hanover, Maryland, 21076, hereafter ("Charter School,") and the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, MARYLAND**, whose address is 14201 School Lane, Upper Marlboro, Maryland 20772, hereafter ("School Board").

**WHEREAS**, the Charter School desires to operate within the Prince George's County Public School System (hereafter "School System") in conformance with Title 9, "Maryland Public Charter School Program," §§ 9-101 – 9-112 of the Education Article of the Maryland Annotated Code (the "Act"), Board Policy 3506, "Public Charter Schools" and Administrative Procedure 3506, "Public Charter Schools."

**WHEREAS**, the parties agree that the Public Charter School Prospectus for the replication of the program at Chesapeake Math and IT Academy, dated March 27, 2013 and submitted by the Charter School to the School Board, which is incorporated by reference herein and this Agreement, along with any attachments, constitute the full Agreement between the parties regarding the governance and operation of the Charter School.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and, in accordance with the Charter School's Prospectus, incorporated herein as Attachment A, the parties agree as follows:

The Charter School, upon meeting all conditions precedent terms as fully set forth below, shall provide an educational program in the School System subject to the terms and conditions of this Agreement, commencing on July 1, 2014, for a three (3) year term. Services will be provided in accordance with the Prince George's County Public School Calendar, unless otherwise negotiated with and approved by the School Board. Such modifications shall be included in a written amendment to this Agreement, executed by the Charter School and the School Board.

The Charter School shall comply with the expectations set forth in the Pre-Opening Procedures incorporated herein as Attachment B of this Agreement, including the provisions of a lease agreement for the primary facility for the school and such certificates and permissions as are necessary to operate the Charter School for at least the first year of the Charter School's operation. In the event the lease agreement and the certificates for occupancy are not in place by the date established in the Pre-Opening Procedures, the Charter School may not be able to operate and the opening may be postponed until the following school year. In any event, the School Board shall be notified no later than 30 days prior to the first day of school, if the Charter School anticipates that it will not be able to receive students on the first day of school for the 2014 school year.

**1. Operational Powers:** Subject to state law which provides that a public charter school operating in a county is under the supervision of the county board of education; any federal, state, and local policies, and statutes that affect traditional elementary and secondary public schools unless waived in writing by the State Board of Education and/or by the School Board; and, the conditions and provisions of this Agreement, the Charter School shall be fiscally responsible for its own operations within the limitations of any funding provided by the School Board and other revenues derived by the Charter School consistent with federal and state law.

(a) Authority. The Charter School shall have authority to exercise independently, also consistent with federal and state law, the powers appropriate to implement its educational program and manage and support the School (including such other powers as provided for elsewhere in this Agreement and in the Application to the extent consistent with this Agreement), including the powers to: contract for goods and services; choose curriculum and curriculum development; testing and evaluation; professional development and trainings; prepare a budget; select personnel subject to the approval of the School Board; procure insurance; lease facilities for school purposes subject to the review of the CEO or the CEO's designee; purchase, lease or rent furniture, equipment and supplies; establish and retain fees allowed by this Agreement and collected from students in accordance with the law and School Board policies and administrative procedures; and accept and expend gifts, donations, grants, and funds of any kind in accordance with such conditions prescribed by the donor as are consistent with the law

and School Board policies and administrative procedures and not contrary to any of the terms of this Agreement.

(b) Policies and Procedures. In exercising its powers under Agreement, the Charter School shall comply with all applicable School Board policies and administrative procedures unless a specific waiver is obtained. The Charter School shall furnish to the School Board copies of all written policies or procedures it may develop, with respect to, any matter relating to its operations and educational program upon adoption of such policies by the Charter School's Governing Board.

(c) Communication with Vendors. The Charter School shall clearly indicate to vendors and other entities and individuals outside the School System with which or with whom the Charter School enters into an agreement or contract for goods or services related to performance of this Agreement that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the School Board.

(d) Reporting Gifts and Donations. All gifts, donations and grants shall be reported semiannually by the Charter School to the School Board in accordance with School Board policies and administrative procedures. The Charter School agrees that it will accept donations in accordance with School Policy/Administrative Procedure 3150 and that such donations are subject to audit.

## **2. The Governing Board:**

(a) Authority of the Governing Board. Charter School shall have a Governing Board, which will consist of seven (7) individuals. The Governing Board will operate pursuant to the by-laws and other rules and procedures set forth in Charter School's Application. The Governing Board will have authority for operational decisions of Charter School and the Governing Board agrees and understands that the decisions of the Governing Board may not violate or conflict with state and federal law, regulations of the State Board of Education and School Board policies and administrative procedures, unless a written waiver is provided by the State Board of Education and/or the School Board. In no event shall the Governing Board delegate its governing authority or responsibility for the performance of the Charter School to another entity.

(b) Conflict of Interest. Members of the Governing Board of the Charter School shall comply with School Board Policy 107, "Ethics Regulation," including the completion of an annual financial disclosure agreement.

(c) Compensation. Members of the Governing Board of the Charter School will receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of the Governing Board. The expenses of members of the Governing Board are subject to annual audit.

(d) Notice of Membership. The Governing Board shall annually (on or before June 30<sup>th</sup>) provide the Charter Office with an updated list of membership and officers, including the name, address, email and resume of any new members and officers.

(e) Meetings and Minutes. The Governing Board shall maintain Board-policies, meeting agendas and minutes; and shall make such documents available for public

inspection and shall conduct meetings consistent with the Open Meetings Law, Md. Code Ann., State Government Article §10-501.

**3. Waivers of State Statutes/Regulations/ Policies and Administrative Procedures:**

(a) The Charter School warrants that its operation of the school will comply with all local, state and federal laws and regulations applicable to public schools and all School System policies and procedures not waived or modified by this Agreement, the Act, the Maryland State Board of Education or the State Superintendent of Schools, as applicable. Requests for waivers of State statutes and regulations shall be submitted simultaneously to the School Board and State Board in accordance with State Board regulations. Any State waivers requests granted by the State Board that are unopposed by the School Board shall be acknowledged by the School Board incorporated into this Agreement upon the grant of the State waiver by the State Board. However, if the Charter School requests a State waiver and the School Board opposes such waiver requests, the Charter School agrees that the proposed waiver shall not be incorporated into this Agreement until there is a final Court Order or legislative action that may not be appealed determining that the waiver grant is valid.

(b) Waivers are prohibited in the following areas:

1. Audit requirements;
2. State Assessments; and,
3. The health, safety, or civil rights of a student or an employee of the Charter School.

(c) The Charter School shall produce all documentation requested by the School Board or any other federal, state or local regulatory agency within ten (10) business days

of a request or such period of time as required by applicable law or requested by the respective agency.

**4. Educational Program:** The Charter School shall provide an educational program that shall advance students' mastery of basic skill areas including mathematics, science, health, reading, language arts and social studies, appropriate to the age of students included in the program. Provisions will also be made for physical education, music, art, and instructional technology within the educational program in accordance with State requirements. The educational program shall be designed as described in the Prospectus. The Charter School may select and utilize its own curriculum, consistent with its Prospectus, and subject to approval by the CEO and School Board, which will align to the Maryland State Standards.

**5. Achievement Levels:** The Charter School's educational program shall result in students attaining the specific levels of achievement as described in Attachment C and in this section of the Agreement. The baseline standard of achievement from which the academic achievement of Charter School students shall be established based on State exams offered in Spring of 2015. The Charter School and the CEO shall determine the baseline. Achievement shall be measured by an average same-student progress of one grade per year. Students in the Charter School will participate in all assessments required of the public schools by the MSDE. The Charter School shall also meet the district average specified for the grade level configuration of the school in reading, mathematics,

and attendance. Failure to meet the district average, alone, during the first year of the Charter School's operation may not result in a finding by the School Board that the Charter School's academic achievement is substantially deficient, but will require a school improvement plan. Refer to Paragraph 35, "Evaluation and Annual Audit."

**6. School System Administrative Policies and Procedures:**

(a) Compliance with Procedures. The Charter School will comply with School System policies and procedures on the operation of Charter Schools not waived in writing by this Agreement or subsequent decisions by the School Board or the State Board. The Charter School will be notified of new policies and procedures in the same manner as other public schools. The Charter School agrees and warrants that it will comply with all other School System policies and procedures applicable to public schools as approved by the School Board.

**7. Admission Policies and Procedures:** The Charter School is open to all students who are residents of Prince George's County on a space-available basis. No other criteria for acceptance into the Charter School shall be established. The Charter School affirms that any eligible student who applies in a timely fashion will be admitted, up to the maximum number of students that can be accommodated by the school. If more eligible students apply than can be accommodated, admission to the school will be determined by a drawing using the School System's lottery. The Charter School's lottery, including the administration of the wait list, will be in accordance with the School System's administrative procedure. The Charter School also affirms that it will not discriminate in

its policies or programs against any individual on the basis of any classification protected under law or School Board policy.

## **8. Funding:**

(a) In General. The School System shall allocate funding for the Charter School based on a per pupil basis for the students enrolled in the Charter School, computed in a manner commensurate with the amount disbursed to other public schools in Prince George's County for total direct school support for all students.

(b) Start-Up Costs. There is no specific School System state or local funds available for 'start-up' costs associated with developing a Charter School. Start-up costs include acquisition of educational materials, supplies, furniture, other equipment and site/building costs that are associated with start-up of a new facility. The Charter School is responsible for securing the resources needed to fund such start-up costs in the initial year and each year thereafter. The Charter School has provided verified information to the School Board that these start-up costs are available for the opening of School Year 2014-2015. Charter School is the recipient of a Race to the Top grant for replication of its current program. The grant is for start-up costs.

(c) Annual Operating Budget Allocation. The annual operating budget allocation provided by the School Board will be based upon projected and actual enrollment as certified by the School Board. Funding per pupil amounts provided by the School Board

will be commensurate with amounts disbursed to other public schools for total direct school support for all students. See Attachment D.

The per pupil funding for total direct school support for all students in School Year 2013-2014 is \$8892. Charter School shall use this amount to develop its initial budget.

(d) Disbursement Schedule. The Charter School will be appropriated 100% of non-personnel funding allocation on the 1<sup>st</sup> business day in July based on its projected enrollment (see schedule below). New Charter Schools will be required to provide evidence of a Use and Occupancy permit prior to the initial disbursement of funds. The School System will retain all personnel (full-time and part-time) and benefits costs prior to disbursing funding directly to schools. Charter Schools will not pay any salaries and benefits to Prince George's County Public School employees. The non-personnel per pupil funding amount for charter school students to be used for the operation of the charter school will be disbursed on a quarterly basis throughout the school year as follows:

- Last week of July and the first week of October – based on projected enrollment.
- First week of January – reconciled to September 30<sup>th</sup> actual enrollment.
- First week of April – based on projected end-of-year expenditures.

(e) Discretionary Disbursement. Charter Schools will be responsible for paying all non-personnel related bills with the discretionary disbursements to include lease

payments, utility bills, and instructional materials as well as all financial obligations concerning the Charter School. Charter Schools must continue to follow Board of Education policies and procedures and federal and State laws regarding procurement. The Charter School will be responsible for sending in the 1099 IRS reporting forms. Also, Charter School must account for receipts and expenditures by complying with Generally Accepted Accounting Principles (GAAP), COMAR and applicable Board Policy.

(f) Adjustments to the Budget. The Charter School's budget may be revised in November of any fiscal year, based on its actual enrollment as of September 30<sup>th</sup>, as certified by the School Board. Actual student enrollment shall be determined in the same manner that the State of Maryland uses to determine student enrollments and state revenues generated in the School System. If the actual enrollment after September 30 in any fiscal year varies by enough students (usually by twenty students or more) to cause a change in the resources otherwise allocable and commensurate with a non-charter public school in Prince George's County, then a revised budget must be submitted to the Charter School Office for review and approval by Office of the Chief Financial Officer in order to assure that the school is financially sound to finish the year.

(g) Grants. Funding amounts per pupil will change from year to year based on projected enrollment and the annual approved operating budget. Federal funds and grants, if any, may only be used to supplement required operating levels. Grants that are

guaranteed funding for multiple years can be shown in the annual operating budget. However, these funds must supplement and not supplant basic program services.

**9. Technology:** The Charter School shall provide a level of technology at least equal to that of the schools within the Prince George's County public school system. The Charter School shall utilize existing School System technologies for payroll and student record keeping. In order to access these technologies, the Charter School shall become part of the School System Wide Area Network (WAN) and the School System domain.

**10. Student Fees and Charges:** A Charter School may not charge tuition to students attending its school. Before and After Care programs may be offered on a fee basis as such fees would apply for non-charter public school students. Other fees charged to students by the Charter School, including but not limited to supply and activity fees, shall be placed in a separate account and expended for the purposes for which they were collected. Students may not be denied participation in activities, directly related to the instructional program, due to financial circumstances. Charter Schools will not receive a per pupil allocation for Pre-K. Pre-K programs cannot be offered by the Charter School.

**11. Budget and Accounting:**

(a) Annual Operating Budget. The Charter School shall provide an annual operating budget to the administration for approval on or before the 15th day of March prior to each school year of operation, to be revised after September 30<sup>th</sup> to reflect official and verified enrollment. The Charter School's funding allocation for the next school year

and a statement of costs assignable to the Charter School's annual operating budget will be provided in accordance with Attachment D to this agreement. The budget will be amended on an annual basis to reflect any changes in the Charter School's funding allocation or assigned costs for subsequent school years. The Charter School acknowledges that adjustments to the Charter School budget may be necessary if the estimated revenues are revised due to School Board, legislative, Prince George's County Council and/or Maryland General Assembly action.

(b) Accounting Procedures. The Charter School shall account for receipts and expenditures by using and complying with Generally Accepted Accounting Principles (GAAP), COMAR and School System's accounting, audit and other fiscal procedure.

(c) Quarterly Financial Reports. The Charter Schools will provide a quarterly financial report to the Chief Financial Officer's Office, the Charter School Office and the Director of Internal Audits, on October 15<sup>th</sup>, February 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup>. The Charter School shall retain an independent CPA, licensed in Maryland, to perform an audit of the Charter School's annual financial statements.

(d) Audited Financial Statements. The audited financial statements must be completed and submitted to the Chief Financial Officer's Office, the Director of Internal Audits, and the Charter Schools Office by November 1<sup>st</sup>. The Charter School must submit the comprehensive annual financial report along with a corrective action plan

addressing any weaknesses, reportable conditions, advisory comments or problems identified in the report.

(e) Federal Funds. If the Charter School is awarded federal funds during the fiscal year, an independent audit as prescribed in the federal Office of Budget and Management Circular A-133 must also be completed and filed with the federal government, MSDE and the School Board. In the event of an approved waiver, the Charter School shall account for receipts and expenditures in the manner agreed to by the School System and the Charter School. The Charter School shall establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules and regulations, and will make such records available to the School System, as requested. The Charter School agrees that it shall comply with all local, state and federal requirements for receipt and use of public money.

## **12. Facility:**

(a) In General. The Charter School is responsible for providing a facility that meets all federal, state, and local statutes, regulations, and ordinances in addition to School Board policies, administrative procedures and guidelines. The same federal, state and local regulations, standards and guidelines used to review other public school construction projects will be used for a charter school project. These include but are not limited to: Public School Construction Program (PSCP) Administrative Procedures Guide; state and federal ADA requirements; MSDE standards and guidelines; School Board policies, standards and guidelines; Maryland Department of General Services

standards and procedures for energy conservation, implementation of life cycle cost analysis, and roofing; and PSCP guidelines for energy usage.

(b) Lease Agreement. The Governing Board shall, by the time set forth in the Pre-Opening Procedures, incorporated herein as Attachment A of this Charter Agreement, provide the School Board or its designee with a written, signed copy of the lease, purchase agreement and/or other such facilities agreement for the primary facilities and any ancillary facilities identified by the Governing Board and such certificates and permissions as are necessary to operate the School in the proposed facility for at least the first year of the School's operation. Refer also to Section (o) herein.

(c) Facility Location. The Charter School may be located in space provided on a private site, in a non-school system public building or in any other suitable location, that complies with all applicable federal, state (including MSDE), and county codes, policies and regulations. The Charter School may own, lease or rent its space.

(d) State Superintendent Approval of Lease. The State Superintendent must approve the lease or title. The School Board will inspect and approve the site for use as a public school prior to submission of the request for approval to the State Superintendent. For construction and renovation projects costing over \$350,000, the State Superintendent is required to approve the schematic design, design development documents, construction documents, award of contract, and change orders. For projects where the landlord is paying for construction and construction costs are built into the lease, the State Superintendent will approve the lease and the schematic design documents only.

(e) AIA Documents. American Institute of Architects (AIA) documents, as modified and approved by the School Board or its facilities staff, shall be utilized for all contracts, including all general and supplemental general conditions, to bind any architect, engineer, contractor, construction manager, or other service provider.

(f) Occupancy. Prior to occupying facility, the Charter School must obtain a Certificate of Occupancy and provide such documentation to the Charter School Director for PGCPS and MSDE, through the designated facilities representative at least thirty (30) days prior to students' arrival. Prior to students' arrival, Charter School will submit proof to the CEO or CEO's designee that the Asbestos Hazard Emergency Response Act (AHERA) Management Plan has been submitted to the Maryland Department of the Environment. In the event that an adequate lease agreement and/or Use and Occupancy Permit are not in place by the date established in the Pre-Opening Procedures, the Charter School may not provide instruction at the Facility. The School Board will preclude the Charter School from commencing instruction until the start of the succeeding school year. Students will be enrolled in their boundary school.

(g) Facility Insurance. The Charter School will provide and maintain appropriate property, fire, boiler, and casualty insurance as specified in this Agreement.

(h) Costs. The Charter School is responsible for all costs related to design, permits, inspections, construction, maintenance, renovations, repair and upkeep of facility.

(i) Health and Safety. Policies and regulations related to health, safety and accessibility requirements cannot be waived. If a violation related to health, safety or accessibility requirements is found, the Charter School will immediately correct the violation to the satisfaction of the authority citing the violation. The Charter School will bear all costs associated with correcting the violation. In the event that the Charter School fails to correct the violation within the time frame directed by the applicable authority, the School Board will have the right to revoke the Charter Agreement.

(j) Hazardous Materials. No prohibited or hazardous materials will be used in the construction, maintenance or operation of the facility. Violation of this provision is grounds for revocation of the charter in accordance with the terms of this Agreement.

(k) Facility Records. The Charter School will maintain accurate and current documentation required by any statute, regulation, ordinance or School Board policy or administrative procedure, including, but not limited to, the following: Asbestos Hazard Emergency Response Act (AHERA) manual; Integrated Pest Management Plan; and Shelter-in-Place Plan.

(l) Fire Drills. The Charter School will conduct fire drills as required by the County Fire Marshall and the State Fire Prevention Code.

(m) Inspections. At the direction of the CEO or CEO's designee, the Charter School will provide appropriate documentation or assist in required inspections, including, but not limited to: all inspections requested or required by the County Health Department; all inspections requested or required by the County Fire Marshall; the Maintenance Survey; and Roof Inspection.

(n) Data for Reporting Requirements. The Charter School will provide the CEO or CEO's designee, information necessary to complete all reporting requirements, including, but not limited to: demographic and enrollment information for the Educational Facilities Master Plan; information for the Comprehensive Maintenance Plan; and information for PSCP Facility Inventory.

(o) Approved Site. The Charter School shall be operated at a site to be determined, by no later than January 31, 2014. The location shall be south of Central Avenue. The Charter School guarantees that the facilities will comply with all local, state and federal health and safety requirements applicable to other public schools in the School System and that compliance will be maintained at all times. The Charter School guarantees that it shall comply with all school system policies and procedures, with exception of those for which a waiver has been granted, applicable state and local laws and regulations in obtaining leased or rented space.

(p) Community Use of the Facility. Because the Charter School is not located in a building owned by the School Board, but, rather, is a building the Charter School maintains and for which the Charter School is financially responsible, the Charter School will not be subject to School Board policies and administrative procedures concerning community use of school facilities. The Charter School shall be solely liable for any occurrence that results in injury to any individual or damage to property as a result of community use of the facility.

(q) Insurance Coverage for Leased Facility. Insurance coverage if Charter School Leases Property:

- 1) If the Charter School leases a facility other than a School Board facility, it must designate the School Board as an additional insured party under any liability insurance policy. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days prior written notice has been given to the School Board. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.
- 2) Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Best's surplus size VII and must be licensed/approved to do business in the State of Maryland.

- 3) Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required after thirty (30) days written notice by the School Board to the Charter School may render this Charter Agreement null and void; provided, however, that no act or omission of the School Board shall in any way limit, modify, or affect the obligations of the Charter School to provide insurance on the facility.

(r) Relocation. If the Charter School relocates to a different facility, this shall constitute a material change to the Charter Agreement and shall be subject to the following conditions:

- Notification to the School Board.
- Submission to the School Board of a Certificate of Occupancy for the new facility at least thirty (30) days prior to the first day of occupancy.
- Evidence that the facility meets applicable health, safety and fire code requirements.
- Evidence that the facility is of sufficient size to safely house anticipated enrollment.

(s) Site Visits. The Charter School shall allow representatives from the School Board or any other federal, state or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable

laws and regulations, the terms of this Charter Agreement and the terms of state and federal grants. Prior to site visit, the School System staff will make every attempt to notify the Charter School at least five (5) days in advance. In the event that five (5) days prior notice can not be provided, lesser prior notice shall be provided as is feasible. During such site visits, the Charter School shall allow visiting officials full and immediate access to its financial and educational records, reports, files and documents. Visiting officials shall manage site visits so as to minimize impact to the Charter School and disruption of Charter School activities.

### **13. Teachers and Staff:**

(a) PGCPS Employees. Employees of the Charter School are employees of the School System. The Charter School will recruit and recommend for hiring all employees, subject to the final approval of the CEO, and where required by law, the School Board, pursuant to school system policies and procedures. The Charter School, the CEO, and the School Board will cooperate in good faith in all decisions on hiring, assignment, discipline, and discharge of employees of the School System.

(b) Standards for Employees. All PGCPS employees will meet Federal, School System and State standards for employment and shall be part of the School System benefits plan. The Charter School will comply with all School System, State and federal rules and regulations regarding school employees.

(c) Compensation and Benefits. Compensation and benefits for such employees shall be consistent with compensation and benefits provided to other employees of the

School System holding similar positions, unless otherwise negotiated with the School System and school district collective bargaining units.

(d) Evaluation of School Staff. The Charter School shall promptly provide the School System with written notice for any proposed changes to the school staff. The Charter School Principal will have the primary responsibility for evaluating and supervising the employees at the Charter School. The Governing Board agrees that teachers, administrators and support staff of the Charter School will be evaluated in the same manner used for other School System personnel holding similar positions.

(e) Notification of Misconduct. The Charter School shall notify the School System and other appropriate authorities, in accordance with state law, of discipline of the Charter School employees arising from misconduct that brings direct harm to students or others or from violations of law or policy.

(f) Certification. All teachers working in the Charter School must hold or be eligible to hold and maintain teacher certification from MSDE and shall teach in the content area and/or grade in which they are certified for at least a majority of their classes. The Charter School is responsible for assuring that its teachers maintain necessary certification. The Charter School is responsible for notifying its employees of their certification renewal requirements. The School Board will notify all employees whose certificates expire within the coming school year that their certificates will expire.

(g) Principal/Professional Staff. Unless a waiver is granted, the principal/instructional leader (1) must hold an Administrator I or II certificate from MSDE when the Charter School is operating, and (2) if holding an Administrator I certificate, must be actively pursuing an Administrator II certificate, or (3) at the very least, must meet MSDE requirements for a principal. The principal will be evaluated in accordance with the negotiated agreement for administrators and supervisors. In addition, the professional staff of the Charter School must hold the appropriate Maryland certification.

(h) Negotiated Agreements. The terms and conditions of a negotiated agreement cover employees of the Charter School. Charter School shall abide by all negotiated agreements in place with employee bargaining units. Subject to the approval of the School Board, the Charter School and any employee bargaining unit that represents a certificated employee may agree to an amendment of the provisions of an existing negotiated agreement. All amendment requests and written responses from the appropriate bargaining unit representative must be submitted to the School Board to be approved. Unless the School System and any association representing an employee agree to an exemption, all provisions of any existing negotiated agreement or collective bargaining agreement applicable to any employee shall remain in effect while the employee works at the Charter School.

(i) Contractual or Grant-Funded Staff. Neither contractual, grant-funded and volunteer staff, nor employees of the Chesapeake Lighthouse Foundation, Inc. who are

not employed to provide educational support to the school, are School Board or School System employees. The School Board bears no liability for payment of salary or benefits for these individuals, and they are not entitled to continued employment with the School Board. Further, the School Board is neither responsible nor liable for any claims any of these individuals may file against the Charter School relating to the terms and conditions of their relationship with the Charter School. The Charter School will notify each such individual of these terms.

(j) Recruiting. The Charter School is solely responsible for recruiting its staff. The School Board agrees to make information from the Charter School available to current School Board employees in one of the following ways: the Charter School duplicates sufficient copies of the information; or the School Board agrees to duplicate the materials for the Charter School and charge the Charter School for the costs associated with duplication.

(k) New Employee Processing. New teachers must attend the School Board New Teacher Orientation/Processing and training.

(l) Non-Renewal. The Charter School acknowledges that any first or second year teacher may be non-renewed at the end of a contract year, and will consult with the School Board Human Resource staff by February 1 of each year to discuss the status of any first or second year teacher and to coordinate any potential non-renewal.

(m) Employee Services. The School Board agrees to provide human resource services to the Charter School and the employees assigned to it, including payroll processing; direct deposit arrangements; leave processing; certification processing; benefits processing; employee requests for information and assistance; and retirement services.

(n) Payroll. The School Board will issue pay, employing direct deposits of earnings, for employees assigned to the Charter School at the fixed rate specified in the Schedule of Fees. The Charter School is responsible for keeping accurate and current records of time worked and completing timesheets as directed by the Director of Human Resources or the Director's designee. The Charter School is responsible for the costs of each employee's salary, plus the employer's retirement contribution, employer's share of FICA, and employer's share of Medicare.

(o) Benefits. All School Board employees assigned to the Charter School will be eligible for the benefits set forth in the negotiated agreements and School Board policy. The Charter School is responsible for all costs associated with the benefits for those employees. Payroll staff will deduct the appropriate employee contribution for those benefits.

(p) Employee Investigations. In the event that an employee is alleged to have engaged in misconduct or other inappropriate behavior, such allegations must be immediately reported to the CEO or CEO's designee. If, upon review of the information

available, and if, in its sole discretion, the CEO determines that the matter warrants investigation, the CEO reserves the right to remove the employee from the employee's assignment pending the results of the investigation. The CEO or CEO's designee will determine if and when the employee may return to the employee's assignment at the Charter School. The Charter School is responsible for costs associated with assigning a substitute to the position in the employee's absence. The School Board is responsible for any legal costs associated with any investigation and disciplinary action.

(q) Employee Complaints and Grievances. Any employee complaint or grievance initiated by or on behalf of an employee assigned to the Charter School will follow the process set forth in School Board Policy and any applicable Negotiated Agreement. Whenever the word "principal" is used in connection with a complaint or grievance, that word will mean the principal or instructional leader of the Charter School. Any complaint or grievance that proceeds beyond the principal's level will be processed in accordance with School Board Policy and any applicable Negotiated Agreement. The School Board is responsible for any legal costs associated with employee complaints and grievances beyond the principal's level.

(r) Employee Discipline. In the event that the Charter School chooses to discipline a Charter School employee, it is responsible for doing so in accordance with Board policy, Negotiated Agreements, administrative procedures and state law. In the event that the Charter School wishes to request the suspension or termination of a certificated employee in accordance with Section 6-202 of the Education Article, it must

make its request in writing to the Superintendent. The School Board is responsible for any legal costs associated with employee discipline matters.

(s) Personnel Files. The School Board will, in accordance with the terms of this Agreement, create and maintain an official personnel file (OPF) as required by Board policy for each employee assigned to the Charter School. The Charter School will maintain a local personnel file for each employee at the school. The Charter School will submit all required documents to the Director of Human Resources for inclusion in the OPF. Such documents will include, but may not be limited to, performance evaluations, counseling letters, disciplinary documents and workers' compensation claims.

(t) Substitutes. The Charter School is responsible for the costs of the substitutes.

(u) Workers' Compensation Proceedings. The School Board will provide workers' compensation coverage for eligible employees assigned to the Charter School. The School Board is responsible for any legal costs associated with workers' compensation proceedings before the Workers' Compensation Commission.

(v) Sick Leave Bank. The Charter School is solely responsible for the cost of substitutes or other replacements for employees who participate in the Sick Leave Bank.

(w) Employee Conflicts of Interest. All Charter School employees shall comply with the School Board's policies and administrative procedures, and applicable state law concerning staff conduct and staff conflicts of interest.

**15. Criminal Background Checks:**

(a) Non – School Board Employees. The Charter School will ensure fingerprints for all of its personnel, non – School Board employees and will request State and Federal criminal background checks on each of said personnel. The Charter School hereby warrants that all personnel will undergo such criminal background checks before providing services at the Charter School. The Charter School further agrees that all future personnel who are not School Board employees shall undergo such criminal background checks at the Charter School's expense. The School Board may allow the Charter School to utilize the School System's background check and fingerprinting staff and systems to conduct these background checks, provided the Charter School pays for the cost of these services.

(b) Convictions. If any such criminal background checks produce evidence of a criminal conviction in the background of any such personnel of the Charter School, the Charter School will make a determination whether or not to hire the individual, upon consultation with the Department of Human Resources.

(c) Volunteers. The Charter School, in accordance with Board policies and procedures, will ensure that all volunteers undergo a criminal background check in accordance with School Board policies and School System Procedures.

**16. Pupil-Teacher Ratio:** The Charter School shall maintain a pupil-teacher ratio(s) reasonably consistent with the responses to the prospectus.

**17. Enrollment:** The Charter School shall endeavor to enroll a minimum and maximum number of students consistent with its Prospectus.

**18. School Calendar:** The school day for students shall be agreed upon by the Charter School and CEO.

**19. Extracurricular Activities:** The Charter School will provide its students with extracurricular activities consistent with its mission. A Charter School student will not be eligible to participate in extracurricular activities at the student's home school, but may compete in extracurricular activities against other students from the School System in accordance with state standards and requirements.

**20. Agreement Term:** This Agreement shall be effective upon complete execution and shall be reviewed annually. The Agreement has been approved for a period of three (3) full fiscal years and will terminate on June 30, 2018. Charter School will be eligible for Agreement renewal or may reapply for a new Agreement during the second (2<sup>nd</sup>) year of

the existing Agreement period. Subsequent years' renewals are subject to annual evaluation and approval by the Board. The School Board and the Charter School recognize that the interests of the students are best served by maintaining a stable learning environment, and, therefore, the School Board and the Charter School shall apply their best efforts toward such a renewal or reapplication and shall conduct the renewal or reapplication in good faith.

**21. Revocation:**

(a) In General. This Charter Agreement may be terminated by the School Board for the Charter School's failure, after prior written notice and a specified reasonable opportunity to cure, to materially meet required educational achievement goals or generally accepted fiscal management standards, to cure, after prior written notice and a specified reasonable opportunity, any default in a material provision of this agreement, or for failure to comply with School System policies and procedures; and failure to secure an appropriate facility and/or approval of that facility by the State Superintendent as required by paragraph 12 herein. Moreover, this Agreement may, subject to the procedures set forth in this Agreement and any additional administrative remedies or procedures provided by Maryland law, be terminated for the reasons set forth in Administrative Procedure 3506, Section K, Revocation of a Charter, where the School Board has determined that:

- 1) The Charter School has breached the Charter Agreement;
- 2) The Charter School has not fulfilled a condition imposed by the School Board in connection with the granting of the Charter;

- 3) The Charter School has failed to comply with the charter or provisions of federal, state, or local law;
- 4) The fiscal condition of the Charter School is substantially deficient;
- 5) The academic achievement of the Charter School is substantially deficient;
- 6) The Charter School facility can no longer support the needs of the educational program; and
- 7) The continuation of the operation of the Charter School is contrary to the best interests of the public or the students of Prince George's County Public Schools.

(b) Reassignment. Upon termination of the charter, personnel and students shall be reassigned, pursuant to School Board policies, procedures, and negotiated agreements. Upon termination, resources provided by the School System shall remain under the control of the School Board, except as to those owned by third party lessors, and the School Board reserves the right to implement control and operation of the Charter School on an immediate basis upon termination of the charter.

(c) Property. The School System shall have interest in any property, real, personal, or mixed, which is leased with options to purchase by the Charter School.

- (i) Any assets acquired by the Charter School are the property of the charter school for the duration of the Charter and any renewal of

the Charter. If the Charter is revoked, non-renewed or surrendered, or the school otherwise ceases to operate, the Charter School shall manage all assets consistent with the Dissolution Process.

- (ii) If the Charter School fails to open and serve or closes for any reason, the provisions and requirements of the Dissolution Process shall become effective immediately.
- (iii) The Charter School shall maintain records of all material assets acquired with any private funds that remain the property of the Charter School. If the Charter School's accounting records fail to establish clearly whether a particular asset was purchased with public funds or private funds, the assets shall be deemed as having been purchased with public funds.
- (iv) The Charter School shall maintain a complete and current inventory of all school property and shall update that inventory annually.
- (v) The Charter School shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by the School Board.

(d) Notice of Intent. The School Board shall provide reasonable prior written notice, in accordance with the terms of this provision, to the Charter School of any deficiencies or other issues that could result in a Board action to terminate this

Agreement and/or revoke the Charter, and the reasons therefore, before initiating any action to terminate or revoke the Agreement or Charter. The notice shall include: (1) a full description of the basis for termination or revocation; (2) proposed instructions or action plan for correcting the deficiency or failure that is the basis for termination or revocation, which may include a request for the Charter School to propose a corrective action plan; and (3) a specified, reasonable period of time during which the Charter School may remedy the problem so as to avoid termination or revocation. Such reasonable period shall be at least thirty (30) days unless a shorter period is necessary in order to ensure the health and safety of the School's students. Upon receipt of the notice, the Charter School shall have five (5) business days upon receipt in which to file objections with the School Board. If any objections are filed, within fifteen (15) calendar days of receipt of the objections, a decision on the objections shall be made within thirty (30) calendar days of receipt of the objections. Unless otherwise determined by the Board or unless the notice relates to an immediate threat to the health or safety of the School's students, the filing of objections shall stay the Charter School's cure period under this provision until the objections are resolved. If the Charter School fails to remedy the cause for termination by the conclusion of the cure period, then the Board may determine to initiate revocation or termination subject to the requirements of this Agreement and Maryland law. Any unused funds remaining shall immediately be returned to the School System upon termination.

(e) Probation. Prior to taking the action of revocation, the School Board may also place the Charter School on probationary status to allow the implementation of a

remedial plan (including an acceptable timeline), pending a final decision to revoke the Charter School's charter.

(f) Charter School's Right to Terminate. The Charter School may terminate the Agreement on an annual basis. In such event, the Charter School shall notify the School System by April 1 of a given school year of its intent to cease operations the following year. The Charter School's students shall be enrolled in their boundary schools.

## **22. Purchase and Treatment of Assets:**

(a) Procurement Procedures. The Charter School will purchase its own supplies, services, materials and other needs independent of PGCPS' Purchasing Office. The PGCPS Purchasing Office will make their contracts for equipment, supplies and materials, and training opportunities available to Charter School upon request. The Charter School can elect to participate in PGCPS' purchasing contracts. The Charter School is responsible for compliance with Board Policies, Regulations, and Procedures established for Student Activity Funds when purchasing goods and services with such funds. Purchases with Student Activity Funds will be made directly by Charter School; payments to Vendors from the Student Activity Funds will be in compliance with the School System Accounting Manual.

(b) School Board Property. Title to all property provided by the School Board shall remain in the School Board. The Charter School shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair,

protection, and preservation of the School Board's Property, so as to assure its full availability and usefulness in the performance of this Charter Agreement. The Charter School shall cause the School Board Property to be properly tagged or otherwise identified as School Board Property. The School Board's Property shall, unless otherwise provided herein or approved in writing by the School Board, be used only for the performance of this Charter Agreement.

(c) Loss of School Board Property. In the event the Charter School is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to School Board's Property, it shall use the proceeds to repair, renovate, or replace the School Board's Property involved or shall credit such proceeds against the cost of the work covered by this Charter Agreement, or shall otherwise reimburse the School Board, as directed by the School Board.

(d) Delivery of School Board Property. Upon termination of this Charter Agreement, the School Board may require the Charter School to deliver to the School Board any of the School Board's Property. The School Board's Property is to be delivered within thirty (30) days of the date of the School Board's request. The Charter School's year-end audit must include a full accounting of all funds.

### **23. Risk Management:**

(a) In General. The Charter School agrees to adequately protect against liability and risk through an active risk management program. The program shall include purchase of insurance coverages, as agreed to in this Agreement. The Charter School agrees that it will coordinate all risk management activities through the School System's Risk Management Office. The Charter School shall give the School System prompt written notice of each legal claim made against it arising out of its operation of the Charter School. Similarly, the School System shall promptly notify the Charter School in writing of any claim against the Charter School, any Charter School employee, or the School System arising out of or relating to the operation of the Charter School. Neither the Charter School nor the School System shall compromise, settle, negotiate, or otherwise affect any disposition of potential claims asserted against it to the extent such claims are insured/self-insured by or through the party without prior written approval of the other party.

(b) Compliance. The Charter School agrees to operate in such a manner as to minimize the risk of injury or harm to students, employees, and others. The Charter School shall comply with all Board policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, School Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of the school facilities.

(c) Insurance. The Charter School shall secure and maintain the following insurance coverage (or such insurance coverage as the Charter School proposes and the School Board determines provides a comparable level of overall protection):

**1 - General Insurance Requirements**

I.1 - The Charter School shall not commence operations until the Charter School has obtained at the Charter School's own expense all of the insurance as required hereunder and such insurance has been approved by the School Board; nor shall the Charter School allow any outside management services or management consulting firms (Management Firm) retained by the Charter School to commence operations on any contract until all insurance required of the Management Firm has been so obtained and approved by the Charter School. Approval of insurance required of the Charter School will be granted only after submission to the School Board of original certificates of insurance signed by authorized representatives of the insurers or, at the School Board's request, certified copies of the required insurance policies.

I.2 - Insurance as required hereunder shall be in force throughout the term of the Charter School's operations. Original certificates signed by authorized representatives of the insurers or, at the School Board's request, certified copies of insurance policies, evidencing that the required insurance

is in effect, shall be maintained with the Board throughout the term of the Charter School's operations.

1.3 - The Charter School shall require all Management Firms retained to provide services to the Charter School to purchase and maintain during the term of their contractual arrangements commercial general liability insurance, business auto liability insurance, workers' compensation and employers liability insurance and umbrella excess or excess liability insurance, to the same extent required of the Charter School in 2.1.1, 2.1.2, 2.1.3 and 2.1.4 unless any such requirement is expressly waived or amended by the School Board in writing. The Charter School shall furnish the Management Firms' certificates of insurance to the School Board immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days prior written notice has been given to the School Board.

1.5 - No acceptance and/or approval of any insurance by the School Board shall be construed as relieving or excusing the Charter School from any liability or obligation imposed upon the Charter School by the provisions of

any authorizing legislation or contractual agreements between the School Board and the Charter School.

1.6 - If the Charter School does not meet the insurance requirements herein, the Charter School shall forward a written request to the School Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the School Board denies the request, the Charter School must comply with the insurance requirements as specified herein.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and reasonably acceptable to the School Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the School Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers' compensation and employers' liability insurance from the Injured Workers' Insurance Fund of Maryland.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Charter School, and are subject to the School Board's written approval. Any deductible or retention amounts elected by the Charter

School or imposed by the Charter School's insurer(s) shall be the sole responsibility of the Charter School.

## **2 - Charter School's Liability Insurance**

2.1 - The Charter School shall purchase the following insurance coverages for not less than the limits specified below or required by law, whichever is greater.

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$1,000,000 general aggregate; and
- \$1,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;

- iii. Contractual liability including protection for the Charter School from bodily injury and property damage claims arising out of liability assumed under contract;
- iv. Liability arising from athletic participation (Any athletic participation exclusion shall be deleted.);
- v. Liability arising from child care (Any specific child care exclusion shall be deleted.);
- vi. Liability arising from field trips or other off-premises activities (Any specific field trip exclusion or designated premises endorsement shall be deleted.); and
- vii. Liability arising from sexual and/or physical abuse with minimum sublimits of \$250,000 per occurrence, \$250,000 annual aggregate.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (ISO symbol 1) or, if the Charter School does not own an auto, liability arising out of

the ownership, maintenance or use of any hired or non-owned auto (ISO symbols 8 & 9); and

ii. Automobile contractual liability.

2.1.3 – Workers’ compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage for those employees that are not paid employees of the School Board but are employees of Charter School; employers liability insurance or its equivalent with minimum limits of:

\$100,000 each accident for bodily injury by accident;

\$100,000 each employee for bodily injury by disease; and

\$500,000 policy limit for bodily injury by disease.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$2,000,000 per occurrence;

\$2,000,000 aggregate for other than products/completed operations and auto liability; and

\$2,000,000 products/completed operations aggregate and including all of the following coverages on

the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 – Educators legal (errors and omissions) liability insurance or its equivalent with minimum limits of:

\$3,000,000 each wrongful act; and

\$3,000,000 annual aggregate.

This insurance shall include coverage for all of the following:

Any professional staff or other employees of the School Board assigned to work at or participate in the operations of the Charter School must be included as insured.

This policy must be modified by manuscript endorsement to specifically apply on a primary basis for these School Board employees in relation to the School Board's legal liability coverage.

2.1.6 - The School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents and employees shall be named as additional insureds under the commercial general liability and umbrella excess (or excess liability) coverages, and each certificate of insurance, or each certified policy if requested, must so state this.

- i. Insurance provided to the School Board and School Board elected and appointed officials, officers, directors, trustees, consultants, agents and employees under the Charter School's liability insurance shall afford coverage for liability arising out of the Charter School's ongoing operations; and
- ii. Acts or omissions of the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents or employees in connection with general supervision of the Charter School's operations.
- iii. Insurance provided to the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents and employees under any of the Charter School's liability insurance

required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance

- iv. Insurance provided to the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents or employees shall be excess of and non-contributory with insurance provided to the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents or employees as specified herein.

2.2 - If any liability insurance purchased by the Charter School has been issued on a "claims made" basis, the Charter School must comply with the following additional conditions:

- i. The Charter School shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after the date that operations of the Charter School cease. Such certificates shall evidence a retroactive date no later than the beginning of the Charter School's operations;  
or
- ii. The Charter School shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date that operations of the Charter School cease and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Charter School's operations.

### **3 - Property Insurance**

3.0 - The Charter School shall purchase and maintain all risk (special form) property insurance or group self-insurance which insures, on a replacement cost basis, against direct physical loss of or damage to the School Board's real or personal property, fixtures and equipment located in or on the premises of the Charter School. Any deductible that is a condition of the

School Board's property insurance shall be the sole responsibility of the School Board.

3.1 – The Charter School shall purchase and maintain, at its own expense, all risk (special form) property insurance which insures, on a replacement cost basis, against direct physical loss of or damage to the Charter School's or the School Board's real or personal property, fixtures and equipment located in or on the premises of the Charter School or is otherwise in the care, custody or control of the Charter School for the insurable replacement cost of such property, fixtures and equipment located therein. The Charter School shall also purchase business income and extra expense insurance satisfactory to protect its interests in the event of and resulting from direct physical loss of or damage to the School Board's or the Charter School's real or personal property, fixtures and equipment, while such property is located in or on the premises of the Charter School. Any deductible that is a condition of the Charter School's property insurance shall be the sole responsibility of the Charter School.

3.2 – The School Board shall be named as joint loss payee under the Charter School's property insurance with respect to that property in which the School Board has a financial interest, while such property is located in or on the premises of the Charter School or is otherwise in the care, custody or control of the Charter School.

3.3 - To the fullest extent permitted by law, the School Board and the Charter School each waives any right of recovery from the other for any loss of or damage to the property (or resulting loss of income or extra expense) of the other, to the extent that such loss or damage is covered by the property insurance required herein. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the other party. To the fullest extent permitted by law, no property insurer of one party shall hold any right of subrogation against the other party. The School Board and Charter School shall advise their respective insurers of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by the School Board and the Charter School.

#### **4 - Crime Insurance**

4.1 - The Charter School shall purchase and maintain crime insurance or group self-insurance or its equivalent with minimum limits of:

\$500,000	each loss – employee dishonesty blanket;
\$100,000	each loss – forgery or alteration; and
\$100,000	each loss – theft, disappearance or destruction (money and securities).

This insurance shall include coverage for all of the following:

- i. The definition of employee shall include students and volunteers, including fund solicitors.
- ii. Named insured shall include any employee welfare, pension or benefit plan sponsored and approved by the Charter School.
- iii. Compliance with ERISA of 1974 requirements with respect to: defining employee to include trustees, officers, employees, administrators or managers (except independent contractors) of any of Charter School's employee welfare, pension or benefit plans, and the named insured's directors or trustees while handling funds or other property of such plans, commingling of funds; deductible applicability; and when benefit plans are jointly insured with other entities, where applicable (Use CR 1027 or equivalent form(s)).
- iv. The School Board and the State of Maryland as their interest may appear are to be named as joint loss payees under the employee dishonesty coverage as respects property in which the School Board or the State of Maryland has a financial interest.

**5 – Catastrophic Student Accident Insurance**

5.1 - The Charter School shall purchase and maintain catastrophic student accident insurance or its equivalent covering injury to all enrolled students who participate in intramural or interscholastic sports, gym classes, and non-sport extra-curricular activities including band members, cheerleaders, majorettes, student coaches, student trainers and student managers, with a maximum deductible of \$25,000 and minimum limits of:

- \$1,000,000 accident medical expense;
- \$ 250,000 catastrophic cash;
- \$ 25,000 accidental death; and
- \$ 25,000 accidental dismemberment.

**24. Agreement Compliance:** The Charter School agrees to oversee its operations to ensure that the terms of this Agreement are met. The Charter School agrees to meet regularly with parents, teachers/staff, and students (where appropriate) to review, evaluate, and improve operations of the Charter School.

**25. Indemnification:**

(a) The Charter School shall defend, indemnify, and hold harmless the Board and its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including, but not limited to, attorneys' fees and/or litigation expenses which may be brought or

made against or incurred by the local school system on account of any action of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this Agreement shall not limit the liability of the Charter School.

(b) Subject to any applicable limitations of liability set forth in Section 5-518 of the Courts and Judicial Proceedings Article to the Annotated Code of Maryland and other applicable immunities provided under the Constitution or laws of the United States or under common law, the Board shall defend, indemnify, and hold harmless the Charter School and its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Charter School on account of any action of the Board, its employees, agents or assigns.

(c) The parties acknowledge that the Board is not liable for the debts or financial obligations of the Charter School or the Foundation.

(d) The Charter School, for its part, and the Board, for its part, shall provide each other prompt written notice of any legal claims made arising out of or pertaining to the operation of the Charter School upon receipt of such claim.

**26. Faith and Credit:** The Charter School agrees that it will not extend the faith and credit of the School Board to any third person or entity. The Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the School Board and that the Charter School's authority to contract is limited by the

same provisions in law, School Board policy and administrative procedure that apply to the School Board itself. The Charter School also is limited in its authority to contract by the amount of funds obtained from the School Board, as provided hereunder, or from other independent sources. The Charter School's Governing Board shall hereby be delegated the authority to approve contracts to which the Charter School is a party, subject to the requirements and limitations of the state law, School Board policies and administrative procedures and the provisions of this Agreement.

**27. Sovereign Immunity:** Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend, or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Maryland law, and shall be subject to the monetary limitations established by Md. Code Ann., §5-518, Courts & Judicial Proceedings Article.

**28. Donations:** The Charter School is not authorized to solicit funds on behalf of the School Board, but it may solicit funds for the benefit of the students of the Charter School, subject to compliance with Board Policy and Administrative Procedures 3150 and 3293 for solicitation and acceptance of funds and other resources.

**29. Transportation:** Transportation is not provided to the Charter School by the School System: If the Charter School receives sufficient funding and subsequently determines to provide transportation during the term of this Agreement, the Charter School may contract with an approved transportation provider for transportation services.

The Charter School shall be solely responsible and liable for any occurrence that results in injury to person or damage to property as a result of providing transportation.

**30. Food Service:** The Charter School may receive food services from the School System at cost.

(a) Food and Nutrition Services. School will provide school meals to all students using the PGCPS Point of Sale (“POS”) System. PGCPS Meal Benefit Applications will be provided by PGCPS Food and Nutrition Services staff. School will provide all students with PGCPS Meal Benefit Applications upon enrollment to the school. School must contact PGCPS Food and Nutrition Services staff to discuss meal service. The School menu designed by PGCPS Food and Nutrition Services will meet all USDA and MSDE Guidelines for the National School Breakfast/Lunch Programs. The area designated as a Meal Service Facility must meet all local Department of Health regulation and fire codes, and be licensed as an eating and drinking establishment. School has the option to have the purchase of kitchen equipment made by PGCPS to be expensed to School for payment, thereby reducing the next monthly payment if payment is not received within sixty (60) days of invoice. PGCPS will provide advance notice of any such purchase.

(b) Site Visits. The Division of Food and Nutrition Services reserves the right to visit the school's meal service facility at any time during normal PGCPs business hours to review the meal service operation and accountability records. Visits should not interfere with School's operation. Reasonable advance notice will be provided.

### 31. Special Education Services:

(a) Students with Disabilities. Each student with a disability under the IDEA enrolled in the Charter School shall be provided a Free and Appropriate Public Education (FAPE) in accordance with federal and state laws and local policies and procedures, specifically, 20 U.S.C. §1400, et seq., the Individuals with Disabilities Education Act (IDEA) and Title 8, Subtitle 4 of the Education Article of the Maryland Annotated Code. The Charter School shall also comply with the Prince George's County Public Schools Special Education Process Guide in the evaluation, identification, discipline or provision of FAPE to students with disabilities under the IDEA.

(b) Individualized Education Team Meetings (IEP Team). The Charter School shall utilize all of the School Board's special education forms and procedures when preparing documentation concerning students with disabilities or suspected of having disabilities under the IDEA. All special education forms and documents shall be prepared using *EXCENT On-line*, or other electronic program designated by the School Board, without exception. The Charter School, in collaboration with the student's parents and a representative of the School Board, shall develop an IEP for each student with a disability under the IDEA enrolled in the Charter School at least annually. The

Charter School shall invite the School Board to all IEP Team meetings by giving at least two (2) weeks prior written notice to the School System's designee, delivered by mail or in person. The Charter School shall ensure that all required IEP Team members, including a student's general education teacher, participate at each IEP Team meeting.

(c) Compliance with PGCPS Initiatives. The Charter School shall comply with all School System special education initiatives and procedures, including the MSDE Corrective Action Plan, the LRE Plan, the Self-Evaluation, the QSPSP (I.I.3) and the Special Education Process Guide. The Charter School shall also promptly comply with all record reviews and audits conducted by the Department of Special Education.

(d) Local Educational Agency (LEA). The School Board shall serve as the LEA at IEP meetings for all students with disabilities. To the maximum extent possible, the Charter School shall hold IEP meetings at times when the School Board's representative is scheduled to be at the School. The School Board and the Charter School acknowledge that IEP meetings must be scheduled at times and dates convenient to parents, and therefore, both parties will make a good faith effort to coordinate meeting dates.

(e) Least Restrictive Environment. Each student with a disability enrolled in the Charter School shall be educated in the Least Restrictive Environment appropriate to meet his or her needs, and as indicated on his or her IEP. Students attending the Charter School will be removed from the general education environment only if the nature and severity of the disability is such that education in regular classes with the use of

supplementary aides and services cannot be achieved satisfactorily. The IEP Team, including the Parent and a representative of the School Board, shall determine an appropriate placement for a student if his or her IEP cannot be implemented at the Charter School.

(f) Cooperation. The Charter School shall work collaboratively with the School Board to address the needs of students with disabilities attending the Charter School. The Charter School shall cooperate with the School Board in any legal or quasi-legal activity regarding the educational program or placement provided to special education students attending or seeking admission to the Charter School, including a due process hearing request or a complaint to the Maryland State Department of Education. The School System shall bear the expense of and undertake representation of the Charter School in any administrative hearing or litigation arising out of a Special Education placement. The Charter School shall be bound by any judicial order, mediation agreement or settlement agreement entered into by the School Board concerning a student with disabilities attending the Charter School. Further, the Charter School shall cooperate with the School Board in undertaking any corrective actions required by any regulatory body, including the Maryland State Department of Education.

(g) Procedural Safeguards. The Charter School shall provide parents of students with disabilities with copies of the Procedural Safeguards as required by law. The Charter School shall utilize the Procedural Safeguards document developed by the Maryland State Department of Education and adopted by the School Board. The School

Board shall provide copies of the Procedural Safeguards document to the Charter School. The special education staffs at the Charter School shall attend all professional development workshops and trainings required by the Department of Special Education. The Charter School shall also participate in and cooperate fully with the Department of Special Education's Staffing Planning process. The School System is to fund and/or provide related services required by student's IEPs, including, but not limited to, physical therapy, occupational therapy, and psychological services. The Charter School shall ensure that a representative of the School Board is invited to participate at any IEP Team meeting at which related services are considered. The failure to comply with the procedural requirements of the IDEA and the Prince George's County Public Schools' Special Education Process Guide may result in revocation of the Charter, pursuant to the provisions of this Agreement.

**32. Students with Disabilities under Section 504 of the Rehabilitation Act:**

The Charter School shall provide a Free and Appropriate Public Education to all students with disabilities under Section 504 of the Rehabilitation Act of 1973 (Section 504). The Charter School shall comply with School System Administrative Procedure 5146, which describes the process and procedures for the evaluation, identification and provision of FAPE for students with disabilities under Section 504. The Charter School shall ensure that a representative of the School System is informed of all Section 504 meetings and is provided an opportunity to participate at such meetings. The School System shall designate a Section 504 representative for this purpose. The Charter School shall further cooperate fully with the School System in the event that a parent of a student

enrolled at the Charter School or seeking admission to the Charter School files a complaint with the Office for Civil Rights (OCR), or requests a Section 504 Review, Mediation or Due Process Hearing. The Charter School shall be bound by and comply with any Judicial Order, Mediation Agreement, decision of the Section 504 Review Committee, OCR Letter of Findings or Settlement Agreement entered into by the School System concerning a student with a disability under Section 504 attending or seeking admission at the Charter School.

**33. Student Records:** The Charter School shall maintain the records of students enrolled at the School in accordance with the Family Education Rights and Privacy Act and COMAR 13A.08.02.01 to 13A.08.01.17. The School Board has the right, at any time, to review any student record or other documentation maintained by the Charter School pertaining to students enrolled at the Charter School. The School Board shall provide the Charter School with all records of students who transfer from other School System schools to the Charter School. Likewise, the Charter School shall provide to the School Board all records pertaining to Charter School students who transfer from the Charter School to another School System school. The Charter School shall immediately secure the records of School System students who previously attended schools outside of the School System.

**34. Retention of Records:** Unless otherwise specified in this Charter Agreement, the Governing Board shall retain and maintain all records and documents relating to this Charter Agreement five years after final payment by the School Board hereunder or any

applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the School Board at a reasonable time and at a reasonable location.

**35. Annual Audit/Evaluation:** No later than November 1 of each year for the duration of this Charter Agreement, the Charter School shall file with the School Board one copy of an independent annual audit of its corporate finances. The independent limited audit shall be conducted by a certified public accountant in accordance with generally accepted auditing standards. The School Board reserves the right to meet with the auditors to review the audit. In addition, the Charter School shall file with the School Board one copy of a management letter issued in conjunction with the independent audit review, or, if the Charter School is then a publicly owned company, its most recent quarterly and annual reports.

The Charter School shall be evaluated annually based on student achievement, established goals/objectives, fiscal management, and other criteria pursuant to its approved Application and this Agreement.

**36. Legal Services:** With the exceptions noted in this Agreement where the School Board agrees to be responsible for legal services, the Charter School and its staff are not entitled to other legal services from the School Board without a reasonable charge specified by the School Board. At its sole discretion, the School Board may at its own expense direct that its legal staff or legal counsel be involved in a matter that is of significance to the School Board.

37. **Modifications/Amendments:** This Charter Agreement may be modified and/or amended during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties.

**38. Assignment:**

(a) Prior Written Consent. This Charter Agreement may not be assigned by any party without the prior written consent of the other party. The Charter School shall not subcontract any of the services specified in this Charter Agreement to a subcontractor without the prior written approval of the School Board. The School Board agrees to provide its response without any undue delay. In the event that any term of this Charter Agreement may be in conflict or deemed in conflict with any term of an approved assignment, the terms of this Charter Agreement shall control and supersede any terms in the subcontract.

(b) Notice to Subcontractors. The Charter School warrants and represents that it has informed its subcontractors, that the School Board is requiring all employees required for the operation of the Charter School, whose functions are covered by a collective bargaining agreement, be employees of the School Board.

(c) Contractual Relationship. The Charter School acknowledges that it has entered into a contractual relationship with (landlord), and that such contractual relationship does not include the School Board. Therefore, in the event of any contractual dispute between the Charter School and (landlord), the Charter School agrees

that it must indemnify and hold harmless the School Board. Moreover, the Charter School shall submit its Lease Agreement with (landlord) to the School Board for its review and approval of the lease relationship between (landlord) and the Charter School.

39. **Notices:** It is understood that there will be many communications between representatives of the parties that do not require official notification to the parties. However, all notices required to be given by one party to the other pursuant to this Charter Agreement shall be in writing, and shall be either hand-delivered, sent by facsimile, or sent by U.S. mail, postage prepaid, addressed as follows:

To School Board:

Chief Executive Officer  
Prince George's County Public Schools  
14201 School Lane  
Upper Marlboro, MD 20772  
Facsimile No.: 301-627-6576

Copy to:

General Counsel  
Prince George's County Public Schools  
14201 School Lane, Room 201F  
Upper Marlboro, MD 20772  
Facsimile No.: 301-952-6056

Copy to:

Chief Financial Officer  
Prince George's County Public Schools  
14201 School Lane  
Upper Marlboro, MD 20772  
Fax: 301-952-6901

Copy to: Charter School  
Representative

Fax:

Copy to: (Charter School Counsel), Esquire

Fax:

**40. Maryland Law Prevails:** The provisions of the Charter Agreement shall be governed by the laws of the State of Maryland, including any future modification of the Act or promulgation of regulations there under.

**41. Compliance with Laws:** The Charter School hereby represents and warrants that:  
(a) it is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Charter Agreement; and (b) it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Charter Agreement.

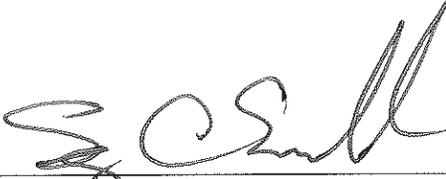
**42. Dispute Resolution:** It is agreed by both parties that every effort shall be made to resolve complaints, issues, or concerns by means of informal communication between the School System and designee of the Charter School Board. All disagreements and

disputes relating to or arising out of this Charter Agreement which the parties are unable to resolve informally, may be resolved under the appeal process provided for requests for waivers in state law and the appeal process governed by 4-205 of the Education Article.

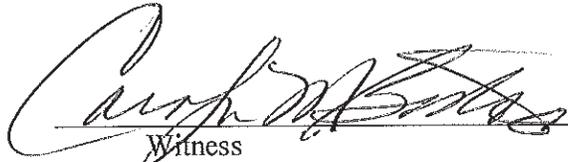
In addition to the covenants and agreements set forth above, the School System and Charter School agree to be bound by those agreements, promises, and covenants set forth in the final approved Charter School Application, incorporated herein, except as those terms as amended by this Agreement, and the bylaws and policies of the School System, and federal, state and local statutes and regulations. This Charter Agreement is contingent upon the approval of the Board of Education.

PRINCE GEORGE'S COUNTY BOARD  
OF EDUCATION

9/16/2013  
Date

  
By: Segun C. Eubanks, Ed.D.  
Board Chair

9/16/2013  
Date

  
Witness

9/10/13  
Date

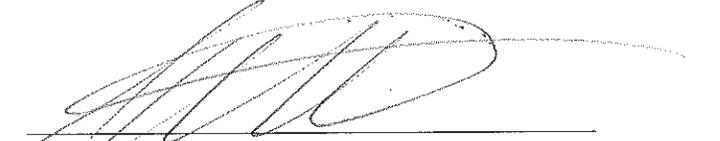
  
By: Kevin M. Maxwell, Ph.D.  
Chief Executive Officer

9/10/13  
Date

  
Witness

PUBLIC CHARTER SCHOOL

9/3/2013  
Date

  
By: Name  
Title Speda Lancaster  
Board Chair

9/3/2013  
Date

OMER OZMERAL  
Witness

**PGCPS Approved for Substantive Content**

A. Duane Arbogast, Ed.D.  
Deputy Superintendent of Academics  
Prince George's County Public Schools

Signature: Allen D. Arbogast

Date: 9/6/13

**PGCPS Approved for Legal Sufficiency**

Shauna Garlington Battle, Esq.  
Acting General Counsel  
Office of General Counsel

Signature: Shauna Garlington Battle

Date: 9/5/13

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Mehmet Kurum</p>	<p>TITLE</p> <p>Principal</p>
<p>APPLICANT ORGANIZATION</p> <p>Chesapeake Lighthouse Foundation, Inc.</p>	<p>DATE SUBMITTED</p> <p>07/11/2014</p>

Standard Form 424B (Rev. 7-97) Back

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**  
 Prime     SubAwardee

\* Name: Chesapeake Math and IT Academy South

\* Street 1: 6201 Surrey Square Lane    \* Street 2: \_\_\_\_\_

\* City: District Heights    \* State: MD: Maryland    \* Zip: 20785

Congressional District, if known: \_\_\_\_\_

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> US Department of Education	<b>7. * Federal Program Name/Description:</b> Charter Schools
	CFDA Number, if applicable: 84.282

<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____
---	---

**10. a. Name and Address of Lobbying Registrant:**

Prefix \_\_\_\_\_ \* First Name Ali Middle Name \_\_\_\_\_

\* Last Name Gurbuz Suffix \_\_\_\_\_

\* Street 1 \_\_\_\_\_ \* Street 2 \_\_\_\_\_

\* City \_\_\_\_\_ \* State \_\_\_\_\_ \* Zip \_\_\_\_\_

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix \_\_\_\_\_ \* First Name Ali Middle Name \_\_\_\_\_

\* Last Name Gurbuz Suffix \_\_\_\_\_

\* Street 1 \_\_\_\_\_ \* Street 2 \_\_\_\_\_

\* City \_\_\_\_\_ \* State \_\_\_\_\_ \* Zip \_\_\_\_\_

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature: Mehmet Kurum

\* Name: Prefix Mr. \* First Name Ali Middle Name \_\_\_\_\_  
\* Last Name Gurbuz Suffix \_\_\_\_\_

Title: Principal Telephone No.: (301) 350-6052 Date: 07/11/2014

<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
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PR/Award # U282B140069

## NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

### To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

### What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

### What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- (1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- (2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.
- (3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

### Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email [ICDocketMgr@ed.gov](mailto:ICDocketMgr@ed.gov) and reference the OMB Control Number 1894-0005.

## Optional - You may attach 1 file to this page.

CMITSouthGEPASStatement.pdf

Add Attachment

Delete Attachment

View Attachment

## ***CMIT South - GEPA Statement***

This project is designed to give access to any of the proposed activities and facilities for and by students, teachers, school staff, and parents regardless of gender, race, national origin, color, disability, or age.

Chesapeake Math & IT Academy South (CMIT South) fully complies with all aspects of the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), and other applicable federal and state non-discrimination requirements.

CMIT South is committed to the principle of equal opportunity in education and employment. It does not discriminate against individuals on the basis of gender, race, national origin, color, disability, or age.

CMIT South addresses barriers that may impede equitable access in the following areas:

### **1. Project Participants**

School programs and instructional activities are offered by the project staff for all students and participants; and every effort will be made to eliminate unfair barriers to their participation.

### **2. Project Personnel**

The project will follow stringent affirmative action procedures that are mandated by the federal or state statues for hiring personnel, including active recruitment of members traditionally under-represented groups, documentation of these procedures, and written justification for any hiring decisions.

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### \* APPLICANT'S ORGANIZATION

Chesapeake Lighthouse Foundation, Inc.

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. \* First Name: Ali Middle Name:

\* Last Name: Gurbuz Suffix:

\* Title: Principal

\* SIGNATURE: Mehmet Kurum

\* DATE: 07/11/2014

## Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

---

## You may now Close the Form

**You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.**

\* Attachment:

Ali Gurbuz, Principal / Project Director  
Phone: (301)350-6052  
Email: ali.gurbuz@pgcps.org

**LEA**

Prince George's County Public Schools (PGCPS)  
14201 School Lane  
Upper Marlboro, MD 20772

**SEA**

Office of School Innovations  
Maryland State Department of Education  
200 West Baltimore Street  
Baltimore, MD 21201

**Abstract Narrative – Project Title: Chesapeake Math & IT Academy South**

The goal of Chesapeake Math & IT Academy South (CMIT South) is to provide science, technology, engineering, and mathematics (STEM) focused learning in order to spark interest in STEM awareness and careers while preparing students for college and work force. CMIT South will be a replica of Chesapeake Math and IT Academy (CMIT Academy) which has been successfully serving in Northern Prince George's County since 2011.

CMIT South will enroll students through an admission lottery system governed by Prince George's County Public Schools (PGCPS), a school community with a diverse student population from urban, suburban, and rural areas. PGCPS is comprised of 95.5% of the underrepresented minorities (64.7 % African American, 2.8% Asian, 4.5% Caucasian, 25.8% Hispanic/Latino, and 2.2% Other).

CMIT South will open its doors in August 2014 in a former PGCPS school facility. During the first year of operation, the permanent facility will be renovated and ready for the second school year. We are requesting the CSP grant funds for the initial implementation and then furnishing the permanent school facility during the second and third years.

We are requesting \$617,120.00 over three years in DOE CSP grant funds. This grant will ensure successful implementation of a STEM Secondary School that will make a huge difference for the PGCPS students and families.

## Project Narrative File(s)

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\* **Mandatory Project Narrative File Filename:**

[Add Mandatory Project Narrative File](#)

[Delete Mandatory Project Narrative File](#)

[View Mandatory Project Narrative File](#)

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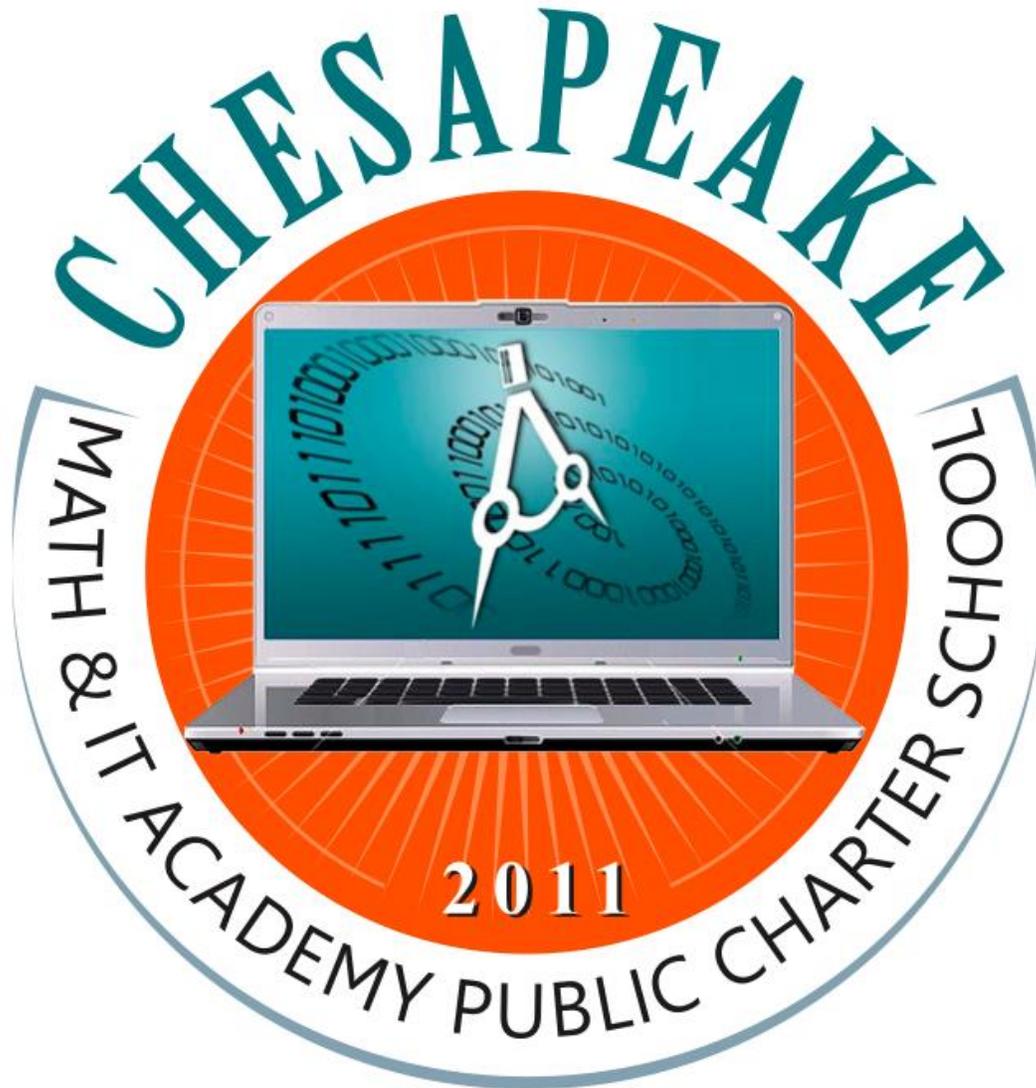
To add more Project Narrative File attachments, please use the attachment buttons below.

[Add Optional Project Narrative File](#)

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APPLICATION FOR GRANT  
UNDER THE CHARTER SCHOOL PROGRAM  
CFDA NUMBER: 84.282B



Submitted by  
Chesapeake Lighthouse Foundation in Laurel, MD  
A public non-profit corporation under contract with  
The Prince George's County Board of Education

7/11/2014 |

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## **PRIORITIES**

### **1. ABSOLUTE PRIORITY**

**Improving Achievement and High School Graduation Rates [High-Poverty]. Accelerating learning and helping to improve high school graduation rates (as defined in this notice) and college enrollment rates in high-poverty schools (as defined in this notice).**

Chesapeake Math and IT South School (CMIT South) will open in Forestville, Maryland in 2014-2015 school year. CMIT South accepts students via lottery which is conducted by the Prince George's County Public Schools (PGCPS). Students from all Prince George's County (PG County) zip codes are eligible for admission. In its first year, CMIT South will enroll 300 students. There were near 1,000 applications. In its second year, it will serve 400 students, and will continue to expand until reaching 12<sup>th</sup> grade with 700 students.

The student demographics for the Prince George's County show that PGCPS are serving 63% economically disadvantaged students. CMIT South, enrolling students from the same demographics of PG County, is expected to be a high-poverty school.

As detailed in the curriculum section below, CMIT South will provide a Science, Technology, Engineering and Math (STEM) focused education. CMIT South is a replication of the CMIT Academy which has been successfully implementing the STEM-focused curriculum for three years in PG County. CMIT Academy has closed achievement gap by scoring above the PGCPS district and the state averages on the Maryland School Assessment (MSA) in all grade levels and subjects.

# 2013 MSA

## Proficient/Advanced Percentages

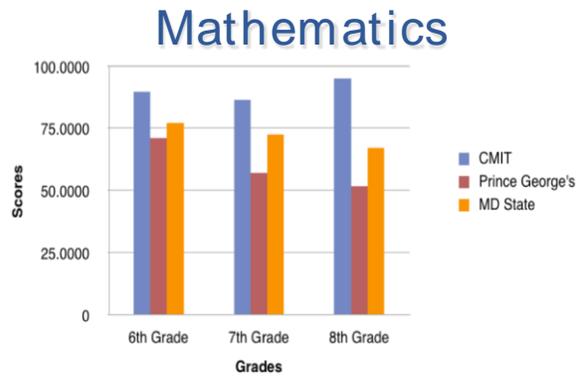
Math	6 <sup>th</sup> Grade	7 <sup>th</sup> Grade	8 <sup>th</sup> Grade
<b>CMIT</b>	<b>89.6</b>	<b>86.5</b>	<b>&gt;95.0</b>
Prince George's County	71.1	57.2	51.8
MD State	77.1	72.6	67.0

Reading	6 <sup>th</sup> Grade	7 <sup>th</sup> Grade	8 <sup>th</sup> Grade
<b>CMIT</b>	<b>94.8</b>	<b>92.6</b>	<b>92.2</b>
Prince George's County	78.5	77.1	71.4
MD State	84.1	85.0	81.0

Chesapeake Math and IT Academy  
Public Charter School



Chesapeake Math and IT Academy  
Public Charter School



Chesapeake Math and IT Academy  
Public Charter School

CMIT South will educate students starting from middle school level with a strong base and college awareness, especially in STEM areas. Students graduating from CMIT South will perform better in CMIT Academy or other highly successful secondary schools in the county.

## **2. COMPETITIVE PRIORITIES**

### **Competitive Preference Priority 1 – Improving Achievement and High School Graduation Rates [Rural Students, Students with Disabilities, and English Learners] (up to 4 points).**

CMIT South will enroll students from all PG County; urban, suburban, and rural areas. However, only 2% of the PG County population lives in rural areas. Thus, we don't expect a big rural student population.

According to the MD schools 2013 report card, PGPCS has 13% middle school students receiving special services. In high school, the percentage goes down to 11.7%. The PGPCS schools around the CMIT South location have an average special education population of 13.8%. Thus, CMIT South is expecting around 13% of its students to receive special services. These special education students will be accommodated as explained in the educationally disadvantaged students section.

According to the MD schools 2013 report card, PGPCS has 7.9% middle school students are limited English proficient (LEP). In high school, the percentage goes down to 5.8%. The neighborhood PGPCS middle and high schools have an English Learner population less than 5%. Thus, CMIT South is expecting an LEP population around 5%. These LEP students will be accommodated as explained in the educationally disadvantaged students section.

### **Competitive Preference Priority 2 – Support for Military Families (up to 3 points)**

CMIT South campus will be located 4.5 miles away from Joint Base Andrews-Naval Air Facility where 5,791 military personnel with over 10,000 family members are listed as active duty personnel. CMIT South will be attracting many military families who are

looking for tuition-free STEM program choice school for their children. The base has recently added 400 personnel through the BRAC program which will bring more military families to the area within the next a few years.

## **PROPOSED PROJECT**

### **1. PROPOSED CURRICULUM AND INSTRUCTIONAL PRACTICES (UP TO 15 POINTS)**

Chesapeake Lighthouse Foundation (CLF) has been operating Chesapeake Math and IT (CMIT) Academy in Prince George's County in Maryland since 2011. CMIT Academy is serving middle and high school students with a focus on STEM education. After CMIT Academy's successful implementation and closing the achievement gap; CLF signed a contract with the Prince George's County Public Schools (PGCPS) to replicate its successful school model at the southern part of the county starting in 2014-2015 school year. CMIT South will focus on STEM education and prepare its students for college. CMIT South is projected to serve 300 students in grades six and seven in its first year. Following years, a grade level will be added each year and CMIT South will become a full secondary school serving grades 6-12 with 700 students at its 6<sup>th</sup> year.

#### **Mission Statement**

In partnership with students, parents and the community, CMIT South will attain educational excellence by providing a rigorous and technology-integrated education for middle and high school students with an emphasis on mathematics, science, and information technologies.

## **Vision Statement**

The vision of CMIT South is to provide multiple opportunities for Prince George's County youth to prepare for post-secondary education in a variety of fields of study in order to pursue professional careers. CMIT South will enable all students to achieve their maximum potential by equipping and empowering them with analytical thinking and quantitative reasoning skills.

With this vision in mind, CMIT South will prepare its students to become competent, responsible and successful individuals in our globalized and technology-based society through a strong academic program, a school-family-community partnership, and a strong teacher-student relationship. CMIT South will inspire and challenge sixth through twelfth grade students in a creative and supportive learning environment with an academic program focusing on mathematics and information technologies as well as educating its students to become responsible citizens.

This mission and vision will be accomplished by implementing an innovative curriculum that incorporates technology into instruction while covering Common Core standards and utilizing hands-on, inquiry-based teaching methods that will create an active learning environment and a student-centered educational system.

To fulfill its mission, CMIT South will:

- implement well-defined curriculum, supported by research and with a strong emphasis on mathematics and technology instruction,
- build strong school-family-community partnerships,
- create a safe, nurturing, engaging, caring, and culturally-responsive learning environment, and

- facilitate strong teacher-student relationship.

Core values of CMIT South are responsibility, respect, resilience, diversity, courage, and industriousness. Fundamental to our mission is commitment to active involvement of students, competent and caring staff and leadership, innovative and effective teaching strategies, and striving for academic excellence for all students.

CMIT South will be a Science Technology Engineering and Mathematics (STEM) public charter school in southern Prince George's County that aims to serve grades 6 through 12 with an academic program focusing on mathematics and information technologies (IT). CMIT South is being modeled after CMIT Academy which has higher Maryland School Assessment (MSA) scores than the county and the state in all grades and subjects based on the 2013 MSA scores. With standardized test scores up to 40% above the state and county averages, free weekend tutoring, after-school activities, and numerous student clubs, parent and student satisfaction is at a phenomenal level at CMIT Academy. The fundamental driving force behind CMIT Academy's success is the belief that each child has an inherent curiosity and love of learning and that each child has a unique intelligence, level of capability, and learning style. With this in mind, great emphasis is placed on fully motivating our students and guiding them to efficiently realize their fullest potentials.

Today's generations have grown up with new technologies that were not known at all a decade ago. They live and multitask on a daily basis with popular IT tools such as desktop, laptop, and tablet PCs, Netbooks, iPods, iPhones, iPads, and wireless home networks. Moreover, given the current pace of innovations, soon all of those tools are likely to be replaced by new technologies. We believe that today's schools should make

substantial use of these technological tools in educating our children and preparing them to be an integral part of a digital global society.

The founders of CMIT South also believe that we should be educating our children not for today's job market or for the academic programs in today's colleges and universities, but for those of at least five to ten years from now. The US Department of Labor predicts that virtually all IT jobs will continue to have excellent prospects, and it projects a much faster growth for the industry than average employment. IT jobs rank as the first and seventh best jobs in its ranking of top 50 jobs in America with a projected growth of 46% and 36% respectively within the next ten years. In addition to a very favorable job market in the IT field in general, the targeted area in Prince George's County is expected to experience a significant increase in IT job opportunities due to (1) government agencies and contractors already operating in the area, and (2) the Defense Base Closure and Realignment (BRAC) program, which is projected to bring in about 15,000 IT related jobs.

The foundation of CMIT South is timely because in this Hi-Tech era, a new generation is interacting with technology and computers at very young ages. Therefore, the educational needs of these so-called "digital citizens" cannot be satisfied with the traditional methods that have been used over the years. American education is being bolstered by the increasing use of educational technology, greater accountability, and growing new partnerships between tech-savvy students and teachers according to a report released by the U.S. Department of Education. "There is a new fervor in American education and a new creativity that's being driven in part by this generation of tech-savvy students," said former U.S. Secretary of Education Rod Paige. "We are

already seeing some remarkable results, and I believe this trend bodes well for the future of our country.” As the report noted, America's students are our ultimate constituents, and we need to listen to them. Hearing out this message and understanding the needs of the “digital citizens”, CMIT South will not only teach the technology but also integrate technology actively into instruction to improve student learning.

### **1.1 METHODS AND UNIQUENESS OF CMIT SOUTH PROGRAM**

CMIT South program will be based on Chesapeake Lighthouse Foundation’s (CLF’s) rigorous and highly successful academic program. The key elements of CLF’s innovative program are also common to several research-based instructional methods and practices, such as hands-on and project-based learning, computer-assisted instruction, digital storytelling, and drill-and-practice.

CMIT South will offer student-centered learning and technology-integrated education to improve student learning and to address the needs of “whole person”.

Elements of this approach will be the following:

- **Technology-Integrated Education:** CMIT South will focus on “learning with technology” as much as it focuses on “learning about technology”. CMIT South will utilize multimedia and multi-sensorial education tools, relevant software, and other technologies to improve learning. All classrooms will have PCs, TVs, and smart boards to provide a technological environment.
- **Comprehensive Guidance Program:** CMIT South will provide after-school programs and free tutoring on Saturdays. After-school care will take place in a nurturing environment within the familiar school setting, accommodating

parents/guardians' work schedules. Students will receive one-on-one tutoring and also collaborate with each other through peer study groups throughout the school year. Furthermore, students will be able to participate in extra-curricular activities in addition to math, science, and technology projects.

- **Advanced Studies Program:** CMIT South will provide advanced math, language arts, science, and computer courses. CMIT South will expose students to advanced topics in earlier grades. With the help of a structured and rigorous curriculum, students will aim higher, and in time they will become eager learners.
- **Results Driven Instruction:** CMIT South will employ and provide an online Student Information System (SIS) to track student progress. Similar to CMIT Academy experience, CMIT South will offer an online grade book system that will provide real-time updates on students' academics, attendance, and discipline status. With the help of SIS, CMIT South faculty will also be able to keep track and analyze student progress, as well as adjust their lesson plans and instructional methods, where necessary, to address the individual needs of each student.
- **Individualized Learning:** CMIT South students will be considered as unique and competent individuals with a natural desire to learn. They will be empowered to direct their own learning within the structure of the curriculum under close guidance of a teacher who is familiar with the student's individual learning style.
- **Whole-Person Approach:** CMIT South curriculum will integrate the development of self-reliance, independence, and respectfulness with academic work. Thus, development of the child will be realized through self-motivated education, which will prepare students for real life. Extracurricular activities, on the other hand, will provide

students the opportunities to experience the world outside the classroom in a more practical setting.

- **Small School and Classroom:** CMIT South school and classroom size will allow students to get the individual attention that they deserve. CMIT South staff will prepare and adjust the classroom environment according to the specific needs of the classes and students.

## **1.2 INSTRUCTIONAL STRATEGIES**

Our educational model at CMIT South begins with a firm belief that all students can learn and more students will learn if materials are presented in a variety of engaging ways. One method does not work for all students all the time. A variety of learning styles needs to be incorporated and students need to be motivated to achieve a productive learning environment. We strongly believe in a student-oriented experiential learning environment where students will have the opportunity to work collaboratively on reflective hands-on assignments. CMIT South's main focus will be STEM education.

The learning environment of CMIT South is designed to meet a wide range of academic levels and learning styles within the multi-age classroom setting. Low student-to-teacher ratio, individualized and group instruction, multi-sensory teaching approaches and child-directed learning will be classroom features that will help students meet their academic potentials in the least restrictive educational environment.

The teaching philosophy of CMIT South finds its roots primarily in constructivism. Constructivist theory focuses on each student's unique way of learning and creating their own knowledge by integrating their existing knowledge with the new knowledge. To support students to form their personal understanding, CMIT South will use teaching

approaches that allow students to get involved in effective learning experiences such as indirect instruction, project-based learning, discovery learning, and student believe that our teachers will benefit from such instructional methods and related teaching approaches, and thus they will be able to sustain a high quality teaching and learning atmosphere in the classroom.

Below is a brief description of the instructional methods and the related teaching approaches.

### **Indirect Instruction**

Indirect instruction is a teaching and learning approach in which concepts, patterns, and abstractions are taught in the context of strategies that emphasize concept learning, inquiry, and problem solving. Constructivist teaching approach supports the usage of indirect instruction in the school settings. At CMIT South, we believe that the best way to apply indirect instruction is to design and sequence constructivist lessons in order to encourage learners to use their own experiences to actively construct meaning. The nature of constructivist lessons at CMIT South will have the following characteristics:

- Promoting development of higher level and abstract thinking,
- Promoting critical thinking and questioning,
- Promoting collaboration and cooperation within the classroom,
- Use of questions to guide investigation and discovery,
- Encouraging students' self-reflection and evaluation,
- Using students' ideas to organize the lesson around each student, and
- Encouraging students' positive attitudes towards learning.

## **Project Based Learning**

CMIT South is designed to provide a project-based learning environment by utilizing technological tools and authentic, challenging tasks embedded in course projects. The usage of technological tools in challenging projects embedded in CMIT South lessons will contribute to students' sense of authenticity and to the "real-life" quality of the task at hand. CMIT South lessons establish a learning environment which would include many connections with real life situations in the end.

## **Discovery Learning**

Students are more likely to remember concepts they discover through their own experiences. CMIT South teachers will provide an appropriate teaching and learning environment to better serve each student's understanding and learning abilities by acting as a facilitator and using appropriate instructional technology tools. Current technology allows creation of virtual environments for students to explore, examine, and investigate.

## **Student Centered Learning**

At CMIT South, learning and teaching activities will be focused on each student's learning style, interests, abilities, characteristics, and cultural settings. A student-centered learning environment will be established via creation of lesson activities that promote increased responsibility and accountability of the student in the classroom.

These activities will be engineered to possess the following characteristics:

- Outside settings and classroom settings that enable each student to work consistent with their interest and abilities. For example, CMIT South teachers will use buzz

group techniques for discussion in the classroom so each individual have opportunity express his/her thinking.

- Portfolio development where students will have the chance to reflect and work on their own way of learning.
- Technology integration in the activities. CMIT South teachers will use technology to enhance the learning diversity for each student's characteristics, interests and needs.
- Technological assessment tools will be used after the activities. CMIT South will use diverse assessment tools (e.g., portfolio, self-reflection, website creation) to address each student's individual learning styles and, assess and diagnose each student's learning level, needs, strengths, and weaknesses.

CMIT South believes in the value and importance of integrating multimedia learning & teaching approaches and computer assisted instruction in all the learning and teaching approaches presented above. Both multimedia learning principles and computer assisted instruction facilitate students' learning significantly.

### **1.3 CURRICULUM**

CMIT South will use the following curricula:

Mathematics: CMIT South will use Pearson Education's online Digits curriculum for middle and Pearson Education's online Math XL curriculum for high school Math courses. These programs are completely written from and to the Common Core State Standards. Digits and MathXL combine a comprehensive math curriculum, powerful best practices in teaching, and easy-to-use technology so teachers can deliver personalized instruction effectively and save valuable time. Digits and MathXL

streamline instruction through point-of-need resources that are intuitive for teachers, optimize effective time on task, and allow teachers to address the individual needs of every student – in and out of class (Pearson.com).

Science: CMIT South will use Pearson Education’s online Interactive Science Curriculum. The Interactive Science features a complete online course where students can watch exciting Untamed Science Videos, interact with virtual lab simulations, and get extra help with innovative personalized learning solutions like and My Reading Web. Interactive Science features a variety of hands-on and minds-on inquiry options to keep all your students engaged. From directed, to guided, to full inquiry, there are options to meet the way teachers teach and the time they have for labs!

Technology: CMIT South will use the Microsoft IT Academy (ITA) curriculum, which enables students to get digital curriculum and certifications for fundamental technology skills -- as well as courses critical for students to be successful in today’s technologically evolving world:

- The Microsoft Digital Literacy curriculum provides essential computing skills for learners new to computing
- The Microsoft E-Learning curriculum provides unlimited access for more than 400 courses.
- Ready-to-use, customizable lesson plans including links to relevant Microsoft E-Learning and free demos and videos
- E-reference provides digital access for educators to more than 600 technology books, searchable by topic, technology and subject

- The Microsoft Official Academic Course (MOAC) series delivers a complete learning and teaching framework developed specifically for use in an academic setting
- Besides the Microsoft IT Academy (ITA) curriculum, CMIT South will be using Massachusetts Institute of Technology's Scratch programming curriculum, which is designed with learning and education in mind. The ability to code computer programs is an important part of literacy in today's society. When CMIT South students learn to code in Scratch, they learn important strategies for solving problems, designing projects, and communicating ideas.

Liberal Arts: CMIT South will use Common Core-aligned and proved curriculum of Prince George's County Public Schools for Reading and Language Arts, Social Studies, Physical Education and Heath, Fine Arts, and World Languages.

## **2. ASSISTING EDUCATIONALLY DISADVANTAGED STUDENTS (UP TO 5 POINTS)**

CMIT South will be a small and structured school that will replicate the CMIT Academy's well-established principles to achieve high academic standards. CMIT Academy has a tradition of outstanding MSA and HSA scores, as well as statewide and nationwide recognitions in math, science, and technology competitions. In addition to a rigorous and strong academic program, CMIT Academy implements simple, yet effective principles to educate the "whole child" and address the needs of a diverse student body. The evidence of CMIT Academy's success and the primary reasons for replicating CMIT Academy school model at CMIT South can be articulated as follows:

- **Exceptional Education Students:** CMIT South Academy will operate in accordance with all the applicable local, state, and federal laws in meeting the needs

of Exceptional Education students, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.

Once the admissions lottery process is completed, CMIT South Academy will request information from PGCPs regarding which students have special needs including those with disabilities, gifted and talented status, and English language learners (ELL). Should an enrolled student have any disabilities, CMIT South Academy staff will complete the Individualized Educational Plan (IEP) process where all decisions will be made in accordance with PGCPs regulations and Individuals with Disabilities Act (IDEA). In order to provide the appropriate special education services to the students who need them, CMIT South Academy will work with the PGCPs Special Education Department to ensure that appropriate services, accommodations, and modifications are provided accordingly.

- **Students with Disabilities:** CMIT South Academy will adhere to all applicable provisions of federal law, relating to students with disabilities, including the IDEA, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.

CMIT South Academy will work with PGCPs to ensure that all students with disabilities who qualify under the Individuals with Disabilities Education Act (IDEA):

1. will have available a free appropriate public education (FAPE);
2. are appropriately evaluated;
3. are provided with an individualized educational plan (IEP);
4. receive an appropriate education in the least restrictive environment;

5. are involved in the development of and decisions regarding the IEP, along with their parents;
6. will have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to CMIT South Academy's or PGCPS' provision of FAPE.

CMIT South will designate one of the school's special education teachers as the school's special education liaison with PGCPS. Responsibilities of this individual will include coordinating with the PGCPS special education office throughout the year to ensure that all required special education and related services are being provided and that all IEPs are appropriately updated. CMIT South Academy shares the vision that "special education is built on the belief that all students can and will learn". CMIT South Academy targets to support and enhance the social, emotional, and academic functioning of all students in the school, especially the special education students. This education shall include special services supported with special education teachers; and will meet their unique needs by providing a full range of educational opportunities offered in the least restrictive environment.

To achieve these goals, CMIT South will conduct a comprehensive individual assessment for each new student including interviews with the student and the parents/guardians and also will review of records from previous schools.

If the comprehensive individual assessment shows that a student has one or more of the following conditions, he or she will be eligible to receive special education services under the Individuals with Disabilities Education Act (IDEA):

- Physical Disability,
- Auditory Impairment,
- Visual Impairment,
- Deaf-Blind,
- Mental Retardation,
- Emotional Disturbance,
- Learning Disability,
- Speech Impairment,
- Autism,
- Multiple Disabilities, and
- Traumatic Brain Injury.

If the student qualifies as a special education student as a result of this comprehensive assessment, a team consisting of at least one regular education and one Special Education teacher, the Executive Director, and parents/guardian (IEP Team) will develop an IEP for the student. The IEP will include specific learning and social/emotional goals and objectives for the student that correlate with the Maryland Content Standards established for the student's current grade level. In case a new CMIT South Academy student has already been identified as a special education student, the student's most recent IEP will be reviewed by the IEP team. Based on this review, a revised IEP will be developed.

All special education students will receive appropriate support, remediation, and consultation services in accordance with FAPE. The student's IEP will be reviewed by

the IEP team and also will be discussed with the student at least twice a year. Based on these reviews and discussions, the IEP will be updated accordingly. The IEP team will also develop and implement teaching strategies and classroom modifications so that the special education student will be educated in the least restrictive environment. Referrals to outside resources will be made on the basis of need in order to address more complex and difficult issues.

CMIT South Academy will employ only certified special education teachers. CMIT South Academy will also appoint qualified staff to each service required by the IEP of special education students.

The Special Services Information System Maryland Online IEP database will be used to compile information of CMIT South Academy students with disabilities and to indicate the special education services that students receive. CMIT South Academy will input all student IEPs into the Maryland Online IEP database to comply with MSDE.

CMIT South will comply with the Board of Education of Prince George's county policies and procedures for the Medical Assistance Program.

- **High attendance rates:** CMIT Academy has maintained one of the highest attendance rates (over 98%) in the county and state. CMIT Academy's staff has achieved this attendance rate by calling parents to notify them of the absence or tardiness of their children on a daily basis. CMIT South will improve the attendance rate following the CMIT Academy's strict attendance follow-up principle. Recent research also supports the need for such rigorous procedures in Prince George's County Public Schools. The problem is so serious in Prince George's County that 19 out of 27 high schools in the county have a truancy rate greater than 10 percent

according to Prince George's County Department of Family Services. About 6,000 county students are considered "habitual truants". It is an alarming figure that leads the state in unexcused absences and has local education officials and community leaders in a battle to turn the problem around.

- **High Standardized test scores:** CMIT South will improve the average MSA and HSA scores and anticipates replicating CMIT Academy's success in outperforming other Maryland public schools by up to 40% in every applicable grade/subject area. CMIT Academy's student attendance in MSA and HSA tests is near 100%. CMIT Academy has achieved this success with its well-established teaching culture. CMIT Academy's faculty does not "teach for testing" but instead they "teach for learning"; that is, they teach the learning standards at each grade. Once the students have an understanding of concepts targeted by the learning objectives, they perform well in any test. Certain supplementary educational tools are used to support low-performing students. For example, Soar-to-success is used for reading interventions with students who are reading below grade level. In math, tutoring sessions in before- and after-school programs are used to address specific needs of students. CMIT South will use similar methods, customized to the needs of the student body, to replicate the CMIT Academy' success in all standardized tests.
- **Effective teachers:** CMIT South will also address the very need of highly-qualified teachers with a body of distinguished faculty. Urban jurisdictions, such as Baltimore City and Prince George's County, face challenges in attracting and retaining gifted instructors while the best-performing schools are exceedingly good at turning out college-bound graduates, struggling ones still see far too many of their students drop

out. CMIT South will overcome this issue by recruiting experienced individuals from diverse backgrounds utilizing local, national, and international educational resources. CMIT South founders also expect to be able to transfer, if and when needed, some experienced CMIT Academy's staff over to CMIT South.

- **Uniform policy:** CMIT South will have a school uniform policy for all students, which will eventually become part of the school culture. In order to implement this policy, CMIT South will allocate funds for uniforms for Title I students. We have found that when students wear uniforms they are more disciplined, more focused on school, and less focused on what they are wearing.
- **Preventive discipline policy:** CMIT South will provide a safe and nurturing environment by implementing CMIT Academy's preventive discipline policy. That starts with a strong home-school communication and parental involvement. CMIT staff has already visited more than 150 CMIT South parents whose child is starting in 2014-15 academic year. During the home visits, expectations for not only academics but also behaviors are shared and/or discussed with the parents. CMIT staff has already held 7 open houses and info sessions to reach out all students and parents so that expectations are shared with all the stakeholders.
- **Addressing subgroups:** CMIT South will improve the standardized test scores for minority groups and close the achievement gap by following the CMIT Academy school model. CMIT Academy has outperformed county public schools by up to 42% for free and reduced meal students and up to 41% for African-American students. Like CMIT Academy, CMIT South will use a Student Information System (SIS) to better track the students' academic progress and identify the individual areas that

need improvement. CMIT South faculty will analyze the strengths and weaknesses of each student and work with each student individually to enhance his or her performance.

- **Parental involvement:** CMIT South will focus on parental involvement and on extracurricular activities such as field trips and comprehensive after-school clubs, science and technology fairs, and contests. CMIT South will strongly encourage parents to participate in and share the responsibility for the educational process and educational results of the school. Parents with strong background and experience in school management will be encouraged to take positions in the CMIT South Governing Board.

While addressing the individual needs of students as listed above, CMIT South will customize CMIT Academy's academic program to the students in southern PG County. Today's world economy is increasingly technology-driven. Therefore, we need to prepare our students for the demands of global society in the 21st century to compete in the international arena. Technology offers many new opportunities, and it can be simply applied to existing ways of teaching and learning. Today's students are ultra-communicators and very tech-savvy. The question is how we can enhance learning opportunities in a format that engages today's tech-savvy students. The answer lies in a technology-integrated education. Integrating technology into the existing ways of teaching and learning will stimulate interest in learning in general since students feel strongly about the positive value of technology and rely upon technology as an essential and preferred component of every aspect of their lives. There is an explosive growth in the availability of online instruction and virtual schools. The overall learning experience

will be enhanced through multimedia, simulations, and interactive software. At CMIT South, technology will be a central part of the learning experience.

### **3. ASSESSING ACHIEVEMENT OF THE CHARTER SCHOOL'S OBJECTIVES (UP TO 15 POINTS)**

CMIT South will participate in the PGCPS Master Plan and conduct the Maryland mandated standardized testing in grade levels served similar to all Maryland public schools during the project period.

**Project Objective:** CMIT South aims to provide science, technology, engineering, and math (STEM) learning opportunities for students to develop the capacity to succeed in secondary school and college and pursue STEM careers, through research based proven teaching methods, performance based accountability measures, and dedicated leadership.

CMIT South plans to achieve the following project goals:

Goal #1: All middle school students will receive daily (45 minutes or longer) technology and Computer Science instruction.

Goal #2: 100% of the middle school students will be prepared for Microsoft IT Academy Office Specialist certification and at least 40% of CMIT South students will obtain Microsoft Office Specialist certification before graduating from CMIT South.

Goal #3: High school students, when applicable, will be offered multiple technology course and elective options each year. Through the Prince George's Community College (PGCC) Middle College Program, 100% of the rising 9<sup>th</sup> graders will be

given an opportunity to take Accuplacer college entrance exam in order to be eligible for dual enrollment college courses in 9<sup>th</sup> grade.

Goal #4: 100% of the students will receive instruction and given an opportunity to prepare a STEM Fair project each year, starting from 6<sup>th</sup> grade.

Goal #5: Every year, CMIT South will offer at least 7 STEM-relevant extracurricular activities after school.

In order to achieve the project objective and goals, the following performance measures will be used to benchmark the school success:

**1a.** The percentage of CMIT South students who score at level 3 or above in reading tested in PARCC at any grade will exceed 85% of non-charter public schools with similar demographics in Prince George's County Public Schools (PGCPS) District for the 2014-2015 school year or the following school years during the project period.

**1b.** The percentage of CMIT South students who score at Level 3 or above in mathematics tested in PARCC at any grade will exceed 85% of non-charter public schools with similar demographics in Prince George's County Public Schools (PGCPS) District for the 2014-2015 school year or the following school years during the project period.

**1c.** The percentage of CMIT South high school students who score at Level 3 or above in any subject tested in PARCC will exceed 85% of non-charter public schools with similar demographics in Prince George's County Public Schools (PGCPS) District for the 2014-2015 school year or the following school years during the project period.

**1d.** The percentage of CMIT South students who are eligible for free and reduced lunch and who score at Level 3 and above in PARCC will exceed 85% of non-charter public

schools with similar demographics in Prince George's County School District for the 2014-2015 school year or the following school years during the project period.

#### **4. COMMUNITY SUPPORT AND PARENTAL/COMMUNITY INVOLVEMENT (UP TO 10 POINTS)**

##### **4.1 COMMUNITY SUPPORT**

In order to assess the need for a public charter school in Prince George's County, CLF staff has met with numerous elected officials and members of local community organizations, churches, and neighborhood associations. The feedback received was very positive, supportive, and encouraging.

In addition, the CMIT South team made significant efforts to publicize the School and assess the level of support from the community. In this regard, hundreds of CMIT South fliers were distributed in the neighborhoods to all interested residents. CLF surveyed four hundred eighty four (484) residents of several Prince George's County neighborhoods (Laurel, Beltsville, Bowie, Greenbelt, College Park, Hyattsville, etc.), and received support and interest from many members of the local community. The feedback from these families was extremely encouraging; many of these individuals showed great interest in a math and information technology school in the area and expressed their gratitude to our group for undertaking such a project.

While conducting support surveys, CLF emphasized that (1) CMIT South would offer area parents a choice for their children's education, (2) charter schools are schools of choice, where parents choose to send their children for their education, and (3) CMIT South would provide a tuition-free alternative to the existing public and private schools with a strong educational STEM program focusing on mathematics and IT, thus

preparing students for a successful higher education. The support from the local community and over 600 students in the waiting list stand extremely strong for CMIT South. It definitely affirms the need for such a school in Prince George's County.

Furthermore, CMIT South continues to publicize its school according to its marketing plan. CMIT South is undertaking various strategies to create awareness and interest in the school, and to ensure a diverse student body. CMIT South will target to have a student population that reflects the racial/ethnic composition of PGCPS, particularly southern Prince George's area. CMIT South's goal will be to have demographics that fall within the range exhibited by the regular, non-magnet, and non-special schools in the district. To create a school community that reflects the diversity of the PGCPS, CMIT South aims to recruit students from a range of ethnic, linguistic, and racial populations. In line with the PGCPS Policy on Public Charter Schools, the school commits itself to quantifiable efforts designed to show its commitment to a diverse student body. Recruitment strategies will include:

- The design and distribution of outreach and informational materials to appeal to the various racial and ethnic groups within the county including two newspapers (The Gazette and The Examiner) in different areas of Prince George's County until full enrollment is reached;
- The development of outreach materials in other languages to reach parents who are not English speakers;
- Outreach to community groups, agencies, and other organizations that have direct contact with the racial and ethnic communities in the county including Prince

George's Chamber of Commerce (in order to reach workers who may see the school location as within their daily commute);

- Establishment of internal and external feedback processes to ensure maximum impact and accessibility of the school's commitment to diversity including a CMIT South website.
- An enrollment timeline that allows for a broad-based recruiting and application process, and is aligned with the diverse needs and composition of the prospective population;
- Maintenance of accurate accounting of the racial/ethnic balance of students enrolled; and
- An open enrollment period identified in compliance with the guidelines set forth in the PGCPs Board Policy.

The CMIT South Governing Board will assess the racial/ethnic balance of the school at the end of each year during its strategic planning sessions and make necessary adjustments to its recruitment strategies and community outreach programs accordingly.

#### **4.2 PARENTAL INVOLVEMENT**

An indispensable element for a school's success is parental involvement. CMIT South believes that when parents, communities, and the school work together, children succeed, and that when families take part in their children's education, children do better at school. For this reason, CMIT South will create a Parent Volunteer Organization (PVO), which will be a hub for information sharing, communication, and cooperation between the school and our parents. PVO will facilitate strengthening the

partnership between CMIT South, parents, and the community and expand CMIT South's connections with the communities it serves.

PVO will encourage continuous participation from parents and affirm CMIT South's commitment to significance of parental involvement in the school's success. PVO will be a place where parents meet not only to share information with each other but also to organize efforts to make their children's school better. PVO will provide helpful information and suggestions about how parents can take action to change school policies that affect their children. PVO will also offer services to parents and students whose native language is not English by providing information, support, and assessment services to them.

Furthermore, PVO will organize and coordinate periodic parent-teacher meetings where parents and teachers get together to get to know one another and discuss the students' needs, concerns, and academic performance. These meetings will facilitate effective communication between the parents and the teachers and enhance the parent-school partnership significantly.

The opportunities for parental involvement include:

- Teachers will be encouraged to make home visits to discuss student progress with the parents. Parents, students, and teachers meet throughout the year on a regular basis to monitor students' progress.
- Parents complete a survey each year evaluating the strengths and weaknesses they might identify with the program at CMIT South and offer suggestions to improve its program.

- There will be various opportunities for parents to volunteer. For example, they may help in classrooms, lead extra-curricular activities, assist in event planning, tutor, assist with lunch distribution, and attend field trips. It is not required, but kindly expected, that parents will contribute a minimum of 10 hours per year to the school.
- PVO will organize parent education groups where parents will learn the importance of their involvement in their child's education.
- Teachers will meet one-on-one with parents of low-achieving students, as needed, to ensure that the proper supports are put in place for the students.
- Parents will have the opportunity to attend periodic potluck dinners for teambuilding and presentation/sharing of the latest school news.
- PVO will hold parent appreciation dinners recognizing parent contributions to the school community.

Parent and student needs will determine the range of services provided by the PVO. Overtime, the school is planned to offer a wide range of services to our families and educators. Within this context, PVO will, whenever appropriate and applicable,

- Ask parents to read to their children regularly or listen to their children read aloud.
- Lend books, workbooks, and other materials to parents.
- Ask parents to get their children to describe (in detail, daily) what they did in school.
- Give assignments to children to ask questions to their parents.
- Ask parents to watch an assigned television program with their children and discuss it with them afterwards.

- Suggest ways for parents to include their children in any of their own educationally enriching activities (such as minor car repairs, home improvement, making minor repairs, working in the yard/garden, and tending animals).
- Suggest (and demonstrate) how parents can use home materials and activities to stimulate their children's interest in reading, mathematics, and other subject areas.
- Give questionnaires to parents so that the parents can provide feedback about their children's progress.

CMIT South strongly encourages parents to participate in and share the responsibility for the educational process and educational results of the school. Parents with strong background and experience in school management will be encouraged to take positions on the Governing Board. With the inclusion of at least one parent member in the Board, CMIT South will ensure that parents' voices and concerns are heard at the Board level. By having representative(s) on the Board, parents will be active participants in developing local school policies and leading efforts to engage the support of the community, making recommendations about issues related to the school, and reviewing parental and community concerns. Moreover, a Board representative will attend PVO meetings on a regular basis and coordinate communication between PVO and school leadership so that any parental concerns can be addressed appropriately and in a timely manner.

CMIT South will conduct comprehensive annual school climate surveys, both for parents and students, to gauge their satisfaction level and identify potential areas for improvement. Survey results will be assessed and evaluated by the Board and a plan of

action will be developed to address any parent or student concerns. Survey results will also be posted on the school's website.

### **4.3 COMMUNITY INVOLVEMENT**

CMIT South will establish partnerships with educational institutions such as University of Maryland, Johns Hopkins University, and Prince George's Community College as well as local corporations and research centers (NASA Goddard Space Flight Center, US Department of Agriculture, Northrop Grumman, Lockheed Martin, Aeronautical Radio, Incorporated (ARINC), CIENA Corporation, Computer Sciences Corporation, and US Internetworking, etc.), to create opportunities to tap into these resources and enrich the learning opportunities for students in the school. Students will benefit from these resources in many ways and enrich their learning experience, as well as contribute back to the community via various volunteer services.

CMIT Academy has affiliation agreements to share resources and assets with two Maryland universities, Prince George's Community College (PGCC), the largest community college in Maryland, and Sojourner-Douglas College, a private community college. These agreements include several initiatives between CMIT Academy and PGCC to further our goal to improve the methods used with students in their efforts towards higher education.

CMIT Academy has also a partnership with the PGCC on the "Information Technology Early College (ITEC) Program." Starting with the 2013 school year PGCC faculty have been teaching college level courses to CMIT students. The PGCC faculty come to the CMIT campus to teach these courses; therefore, CMIT functions as a satellite campus of the PGCC. This partnership will increase opportunities for CMIT students to earn

college credits and receive academic and career counseling. CMIT South is planning to replicate this college partnership program.

#### **4.4 ADMISSION POLICY**

As a public charter school, CMIT South will be open to all children residing in Prince George's County. Even though the school is planned to be in southern Prince George's County, admission will be open to all Prince George's County students. If the number of applications exceed the number of available seats for the upcoming school year (by previously announced application deadline), a public lottery will be held to choose students for admission. The applications are done on the PGCPS website. Then, the lottery is held by the PGCPS office. The lottery winners list and waiting list will be received from PGCPS office and CMIT South will complete the student registrations.

#### **5. PROJECT PERSONNEL (UP TO 22 POINTS)**

CMIT South searches for qualified candidates nationwide, conducts online (e.g. Skype) interviews for many out of state candidates, and makes a selection of diverse group of instructional and support staff.

Strong academic background, certification, teaching experience, charter school experience, and positive references are the main criteria while searching for candidates.

The proposed project will be directed by the Principal under the oversight of the Executive Director and CMIT South Governing Board.

#### **5.1 PRINCIPAL**

In order to replicate CMIT Academy's successful model and well-established educational methods without any trial-error period, current Principal of CMIT Academy, Mr. Ali Gurbuz, has been appointed as CMIT South's Principal. Mr Gurbuz has worked

as the founding principal at CMIT Academy that serves over 80% African American students and close to 30% FARMS students. Because CMIT South is a replication of the educational program at CMIT Academy, Mr. Gurbuz is believed to be the best choice to start and lead another successful STEM program in order to serve Southern Prince George's County students with similar demographics.

Mr. Gurbuz has BS in Economics and MS in Systems Engineering. Mr Gurbuz attended Anne Arundel Community College to receive his Maryland teaching certification and Towson University to fulfill his Maryland administrator certification requirements. Mr. Gurbuz is currently certified in Secondary Mathematics, Secondary Technology Education, School Administration I and School Administration II in the State of Maryland.

After teaching at George Mason University's Systems Engineering Department as a Graduate Teaching Assistant for 3 years, Mr. Gurbuz was hired as one of the founding teachers of a very successful charter school in Anne Arundel County, in 2005. Mr. Gurbuz taught 6-10th grade level Mathematics and Technology courses between 2005 and 2010. Mr. Gurbuz was promoted as Teacher Specialist and Assistant Principal. Mr. Gurbuz became part of the Governing Board of CMIT Academy and was assigned as the founding Principal of the school in 2011. For the past two and half years, Mr Gurbuz has shown strong leadership skills and dedication. The CMIT Academy's program became so successful that Prince George's County Public Schools wanted to replicate CMIT Academy and the Board of Education approved the second CMIT Academy Secondary Charter School (CMIT South) as well as an CMIT Elementary Charter School (CMIT Elementary) for 2014-2015 school year.

With his educational background in Math, Engineering, and Technology, over 10 years of teaching and school administration experience, CMIT South is confident that Mr. Ali Gurbuz is the perfect match for this position.

Mr. Gurbuz has contributed in developing various parts of the CMIT South charter school application to ensure that CMIT South will be a true replica of CMIT Academy. His experience in teaching and school administration was also very instrumental in design and development of the school's academic program.

## **5.2 GOVERNING BOARD**

The CMIT South Governing Board is a group of educators/professionals with highly successful careers in business, science, technologies, and math, as well as college and K-12 teaching. The Board brings extensive management, teaching, and charter school operation experience to this endeavor. The Board is consisted of seven members.

The Board is quite excited about the opportunity to better serve our community by establishing a STEM public charter school in Prince George's County. The Board strongly believes that CMIT South will truly make a difference in the community and therefore it will be a great pleasure to be a part of PGCPs family. The Board will continuously monitor the school's success and achievement of goals and objectives.

As a team, CMIT South Board and CMIT staff, will ensure that the school operates in accordance with its mission and vision and sustains a safe and disciplined learning environment at all times.

Below is a list of CMIT Board of Directors and their qualifications:

**Alicia T Joseph** is currently a Physical Scientist at the NASA Goddard Space and Flight Center. Her Education consists of a B.S. degree in Environmental Science with

a minor in Accounting from The Medgar Evers College of the City University of New York. She received two masters' degrees: the first from Hunter College of the City of New York in Environmental Science and Occupational Health and the second from Johns Hopkins University in Geography and Environmental Engineering. She has now received her PhD in Geography.

**Lutfi On** has more than 30 years' experience in the profession of Hair Design. He owns and operates a Salon and Spa. His areas of expertise are Management supervisor, Training and Development, Maximizing productivity and customer service. His years of management have made him capable in the finance area and Marketing. His current community service includes volunteering at the Claudia Mayer Cancer and resource and Image center. He has also offered free hair design for over 30 Wounded Veterans families. He is also actively involved in career days and Science Fairs at both Chesapeake Math and IT Academy and Chesapeake Science point.

**Neil Mazuranic's** Professional experience include overseeing a Federal Government program valued at over \$1.2B annually which encompassed over 15 different services and agencies. Coordinated are sources and logistics for Soldiers preparing for War. He has a Master's degree in International Relations from Troy University, and a Bachelor's degree in Computer Science from University of Maryland. His work experience includes for the US Army as an officer and over saw many operations inside the US and Overseas. He currently works as a Program Analyst for the Defense Information Systems Agency at Fort Meade Maryland.

**Michelle Taylor** is a current student at Anne Arundel Community College. She is a current employee of Anne Arundel County Public Schools. She is active in the Parent

Teacher Organization at Chesapeake Science Point Where two where she has a child attending. Her past Job experience includes being a certified Medical Assistant and a food service worker. Her community service is centered on her Children's Schools. She is actively involved in locating organizing and managing volunteers. She coordinates fundraising events and publishes Newsletters. She uphold a strong dedication to education.

**Murat Cil** has a bachelor's of Science from The Middle East Technical University in Ankara Turkey. He also has a master's degree and PhD in Engineering from The University of Texas. He is Fluent in Turkish and works as a translator and interpreter. He is proficient in Web Design imaging and word processing.

**Salih Mirasyedi** received his Bachelors of Science in Business Administration management from Istanbul University. He went on to receive his Masters of Science in Management of Information Systems. He currently works as a ambulatory and Data courier Director for Sr. EpicCare outpatient Clinical Analyst.

**Spear Lancaster** opened Chesapeake Science Point Charter School as a middle school in 2005. In 2009, the school moved to a larger facility and started serving high school students in the fall of 2010. Mr. Lancaster is a member of the founding board and the current chair of the CMIT South Governing Board.

### **5.3 EXECUTIVE DIRECTOR**

Mr. Omer Ozmeral, the CLF Executive Director, will oversee the project. Mr. Ozmeral has extensive charter school teaching, administration, management, and finance experience. Below are key qualifications of Mr. Ozmeral:

- Mr. Ozmeral has a Master’s Degree in Educational Leadership and Policy Studies from University of Texas at Tyler, TX. His Ed.D. in Educational Leadership from Lamar University at Beaumont, TX is in progress.
- Mr. Ozmeral has been the Executive Director of CLF since February 2013. Before joining CLF, he worked at charter schools in multiple states at different positions for almost a decade. Below is the list of this charter school extensive charter school experience.
  - Budget Director, Harmony Public Schools, Texas (July 2012-Feb 2013)  
Preparing budget projections for the future of Harmony Public Schools and running budgets of Harmony Public Schools
  - Chief Internal Auditor, Harmony Public Schools, Texas (July 2011-June 2012)  
Auditing academic, operations and finance departments
  - Area Superintendent, Harmony Public Schools, Texas (July 2009- June 2011)  
Serving and leading Academy to be an excellent learning environment.
  - Superintendent, LISA Academy – Little Rock, Arkansas (July 2007- June 2009)  
Serving and leading Academy to be an excellent learning environment.
  - Principal, LISA Academy – Little Rock, Arkansas (July 2006- June 2007)  
Serving and leading Academy to be an excellent learning environment.
  - Physics Teacher, Dove Science Academy, Oklahoma (August 2003- June 2006)  
Teaching Physics and forming a learning environment for 9-12<sup>th</sup> grades.
- Mr. Ozmeral has also international teaching experience at the following schools:

- Physics Teacher, International Computer High school, Romania (August 1999- June 2003)

Teaching Physics and forming a learning environment for 9-12<sup>th</sup> grades.

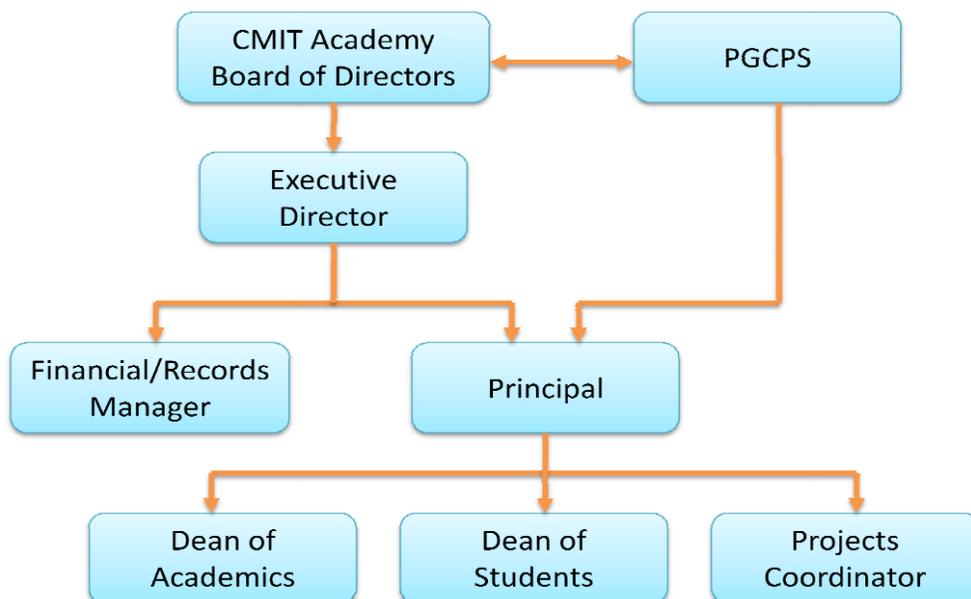
- Physics Teacher, International School of Tirana, Albania (August 1997- June 1999)

Teaching Physics and forming a learning environment for 9-12<sup>th</sup> grades.

With the above qualifications, Mr. Ozmeral will be an excellent project supervisor. He will work with the PGCPs, the CMIT South Governing Board, and the Principal in order to coordinate successful implementation of the CMIT South project.

## 6. MANAGEMENT PLAN (UP TO 15 POINTS)

The governing and policy-making authority for the school will be the CMIT South Governing Board subject to all applicable federal, state, and local rules and regulations and the provisions of the charter contract. Organizational structure at CMIT South is described in the figure below.



The Executive Director will be responsible for the day-to-day operation of the school and will report directly to the Board. The Principal and Financials & Records Manager will report directly to the Executive Director. The Principal will lead an academic team consisting of Dean of Academics, Dean of Students, and Projects Coordinator. The school nurse, cafeteria employees, custodians, and security personnel will report to the Dean of Students. Teachers, paraprofessionals, counselors, and the IT specialists will report to the Dean of Academics. Volunteer parents and tutors will report to the Projects Coordinator.

The Board will oversee and support the CMIT South administration and staff through the Executive Director. The Board will supervise the Executive Director and ensure that the Executive Director has access to all the resources necessary to lead the school and achieve its mission. The Board will also resolve appeals made by staff members, students, and parents in the cases of disputes. The Executive Director will present the requested reports to PGCPS and will communicate with PGCPS when a need arises.

The Principal will represent the school and work collaboratively with PGCPS in order to provide proper delivery of the CMIT South program. The Executive Director will attend the necessary meetings and professional development opportunities to ensure that proper communication with PGCPS is in place.

At the core of CMIT South's administration are the Executive Director and the Principal. They will be integral members of the CMIT South community and will promote shared decision-making, support collaborative leadership, and require accountability from all the individuals in the school.

The other administrative positions at CMIT South are Dean of Students, Dean of Academics, and Projects Coordinator, who will all report to the Principal. The Dean of Students will be responsible for disciplinary matters and all issues related to transportation, student admissions, school safety, and food services. The Dean of Academics will be responsible for handling academic issues, including curricula, teacher training and student testing; ensuring that academic standards and accountability procedures are adhered to; following up on daily and annual curricular plans. The Projects Coordinator, on the other hand, will be responsible for management and coordination of STEM fair projects, competitions, tutoring, and advanced study teams. Parents will be an integral part of the decision making process at CMIT South through the parent Board member and PVO. As for teachers, they will be encouraged to share their comments, suggestions, and concerns regarding the operation of the school with the Principal and the Executive Director as well as directly with any member of the Governing Board.

CMIT South has been implementing the following management plan. For purchasing process, CMIT South has secured the necessary components of the furniture, materials and supplies for the school opening. CMIT South has been securing quotes for the rest of the furniture, technology, materials and supplies by communicating with the vendors that these purchases will occur on or after October 2014 upon approval of the CSP Grant. CMIT South will complete the purchasing for 2014-2015 by mid-November 2014.

CMIT SOUTH MANAGEMENT PLAN			2014				2015							
AREA	CATEGORY	TASK	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Governance														
	Develop Procedures													
		Develop Board manual	█	█										
		Develop Board calendar	█	█										
		Define communication methods	█	█										
		Plan for Board Liability insurance	█	█										
		Develop evaluation plan			█	█	█	█	█					
		Develop transition plan			█	█	█	█	█					
	Finalize Board Parent Membership													
		Identify additional, needed roles							█	█				
		Talk to prospective candidates						█	█					
		Nominate Prospective candidates								█				
		Approve prospective candidates								█				
Educational Program														
	Curriculum Planning													
		Identify curriculum planning team		█	█									
		Refine effective entering level			█	█								
		Refine target grade level			█	█								
		Define/update content standard per grade		█	█	█								
		Define / update performance standards/grade		█	█	█								
		Refine Core Knowledge sequence				█	█							
		Define units per grade				█	█							
		Coordinate for interdisciplinary inst.				█	█							
		Define mini-course contents				█	█							
		Select textbooks and materials							█	█				
		Verify and order materials									█			
		Administer Diagnostic Test										█		
		Analyze test results										█		

CMIT SOUTH MANAGEMENT PLAN			2014					2015						
AREA	CATEGORY	TASK	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
		Use information to revise curriculum												
	<b>Assessment</b>													
		Investigate online assessment options												
		Create performance assessments												
	<b>Develop Character Program</b>													
		Refine Core Values												
		Refine discipline policy												
		Create student covenants												
		Create weekly performance cards												
		Create weekly performance reports												
	<b>Special Education</b>													
		Discuss services with cooperative												
		Review Sped discipline policy												
		Secure counsel and review policies												
	<b>Enrichment and Remediation</b>													
		Define enrichment program details												
		Define remediation program details												
	<b>Operational Programs</b>													
		Finalize schedule												
		Finalize calendar												
		Develop weekly progress reports												
		Create all necessary intake forms												
<b>Financial</b>														
	<b>Set-Up</b>													
		Open bank account												
		Secure accountant												
		Create budget												
		Create controls and fiscal policies												
		Set up system												

CMIT SOUTH MANAGEMENT PLAN			2014				2015							
AREA	CATEGORY	TASK	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
		Establish/ modify payroll system												
		Establish revenue transfers												
	<b>Refine budget</b>													
		Input specific costs as known												
		Refine pre-opening budget												
		Refine operating budget												
		Refine 5-years rolling plan												
<b>Operations</b>														
	<b>Understand Contracting Requirements</b>													
	<b>Obtain Insurance</b>													
		Investigate options												
		Obtain quotes												
		Select vendors												
	<b>Set up food services</b>													
		Investigate options												
		Obtain quotes												
		Select vendors												
	<b>Contracted Services</b>													
		Trash removal												
		Custodial services												
	<b>Transportation</b>													
		Understand requirements												
		Investigate options												
		Conversation with School District												
		Finalize Process												
	<b>Purchasing</b>													
		Develop procedures												
		Investigate donated options												
		Furniture												
		Technology												
		Instructional materials												
		Office materials												

CMIT SOUTH MANAGEMENT PLAN			2014					2015						
AREA	CATEGORY	TASK	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
	<b>Administration</b>													
		Procure school management system				■	■	■	■	■				
		Create/modify master database							■	■	■	■		
	<b>Communications</b>													
		Define phone, internet, fax needs						■	■					
		Investigate options							■	■				
		Obtain quotes								■	■			
		Select vendors								■	■			
		Installing lines and equipment								■	■	■	■	
<b>Facility</b>														
	<b>Identify sites</b>													
		Identify possible sites				■	■	■						
		Continue monitoring alternatives					■	■						
	<b>Plan for Selected Site</b>													
		Submit letter of intent					■	■						
		Negotiate contract					■	■						
		Conduct feasibility study					■	■						
		Review codes /ordinances					■	■						
		Obtain permits						■	■					
	<b>Safety Plan</b>													
		Identify all safety needs							■	■				
		Fire safety inspection										■	■	
		Fire drill policy										■	■	
		Drinking water										■	■	
		Drinking water test										■	■	
		Cafeteria Health Inspection										■	■	
		Traffic management										■	■	
		Traffic signs										■	■	
	<b>Site Set-Up</b>													
		Technology installation										■	■	
		Move in furnishing										■	■	
		Set up classrooms										■	■	

CMIT SOUTH MANAGEMENT PLAN			2014					2015						
AREA	CATEGORY	TASK	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Personnel														
	Recruitment and Enrollment													
		Develop materials				■	■	■						
		Undertake mass mailing				■	■	■						
		Follow-up to mailing												
		Coordinate with community partners					■	■	■	■			■	
		Train volunteer corps					■	■	■					
		Speak at designated meetings							■	■				
		Advertisement							■	■	■			
		Receive applications							■	■	■	■	■	
	Enrollment													
		Application deadline											■	
		Receive application								■	■	■	■	
		Registration deadline for winners.											■	
		Mail out letters for waiting list											■	
		Receive intent to enroll forms											■	
		Collect student records											■	■
School Policies and Procedures														
	Policies													
		Develop / Review student policies				■	■	■						
		Develop / Review instruction policies				■	■	■						
		Develop policies about school finance				■	■	■						
		Develop school operation policies				■	■	■						
		Develop / Review employment policies				■	■	■						
	Orientations													
		Hold summer orientation										■	■	
		Hold fall orientation											■	■
	Parent Involvement													

CMIT SOUTH MANAGEMENT PLAN			2014					2015						
AREA	CATEGORY	TASK	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
		Define volunteering roles												
		Refine parent buddy details												
		Draft PTO Organization bylaws												
<b>Fundraising</b>														
	<b>Create Materials</b>													
		Create logo												
		Update school website												
		Format explanatory materials												
		Finalize the website												
	<b>Set up fundraisings</b>													
		Develop fundraising strategy												
		Research individuals												
		Talk to individuals												
		Research foundations												
		Write grant proposals												
		Hold large fundraising event												

## 7. CHARTER PERFORMANCE CONTRACT (UP TO 15 POINTS)

At CMIT South, assessments will be made in two categories: Teachers compare a student's performance within the student body, and they compare each student to certain pre-established standard of academic achievement. The pre-established standard exists on several domains, coming, as it does, from district guidelines, from the school administration, from teachers' experience and training in college and in the classroom, and from the community itself. One consequence is that there is some variability in the standard that is actually applied on a case-by-case basis, from school-

to-school and from student-to-student even though the traditional goal of assessment has been to obtain objectivity.

CMIT South will follow the Common Core standards and will activate any type of process that will keep the attention of students on their classes. The written test exams will be used as the main measuring tool for the student's improvement. At CMIT South, the student's level compared to the other students will not be the critical criteria for his/her improvement; the student's level in state-wide or district-wide assessments will express his/her improvement.

The performance data of the CMIT South students who are already enrolled in the program will be requested from their previous school or school system. The students' previous performance reflected on their report card, in-house pre-assessment data, the Maryland State Assessment (MSA) or PARCC scores will provide the baseline standard of achievement.

CMIT South, similar to what CMIT Academy has been implementing, will conduct pre-assessment tests at the beginning of each year. Quarterly benchmarks in core academic subjects will be utilized to monitor students' progress throughout the year. The quarterly benchmark assessment items are aligned with the Common Core learning objectives and within the assessment limits. The benchmark assessments will have emphasis on concepts and skills that are assessed on the Common Core assessment PARCC. Another advantage of the quarterly benchmark assessments is to guide teachers to modify their lesson plans and pacing depending on the students' progress.

CMIT South will utilize methods such as standardized assessment tests (e.g. PARCC) to ensure that students are meeting all state standards and national tests (such as

MAP) or online assessment tools (such as StudyIsland.com) to help CMIT South administrators and faculty assess the school's academic level when measured against a national norm. As for the curriculum, all academic and non-academic assessments and standards utilized will not only be aligned with the assessment and testing requirements mandated by Common Core Standards, but also incorporate additional tools and benchmarks consistent with CMIT South's mission and goals.

Such online assessment tools as StudyIsland.com will enable CMIT South staff to see analysis of students' achievement by sorting the data based on date and/or Common Core standards. Students' achievement may also be compared with other CMIT South students' data or the results of other MD students who are utilizing the same online tool.

Finally, in order to assess academic performance and to keep track of individual progress towards excellence the following scoring rubric will be applied:

- Students Far Below the Proficiency Requirements
- Students Close to the Proficiency Requirements
- Students that Meet the Proficiency Requirements
- Students that Exceed the Proficiency Requirements

This assessment will be kept as an in-school assessment, and it will be used to develop strategies for each student individually.

There is a detailed charter contract with the PGCPS which is attached to the grant application.

## **8. FLEXIBILITY AFFORDED BY THE SEA AND LEA TO THE CHARTER SCHOOL (UP TO 3 POINTS)**

The Maryland Public Charter School program was adopted into law in 2003 through Title 9, §101-110 of the Education Article of the Code of Maryland, with the express purpose of providing “innovative learning opportunities and creative educational approaches to improve the education of students”. The MSDE flexibilities for charter schools includes: leadership of the school; education program/curriculum and instructional approaches; program emphasis; staffing innovations; and budgeting priorities. CLF will have autonomy over CMIT South’s budget, expenditures, and daily operations. The “trade-off” that helps to support the public charter school initiative is that with increased flexibility there is the continued expectation of strong accountability and the promise of improved student achievement. The Prince George’s County Board of Education Charter School Policy has similar flexibilities. Below is a list of practices to explain the level of autonomy/flexibility provided to CMIT South:

- CMIT South is allowed to use its own curriculum and pacing guide for each subject area. Curriculum standards must meet or exceed the Common Core and MSDE standards.
- CMIT South is allowed to tailor the curriculum and pacing based on students’ growth. CMIT South is required to implement quarterly benchmarks for core subject areas every quarter but not required to use the PGCPD benchmark as the pacing is different than traditional schools.
- All CMIT South staff members must be certified through MSDE. Final decision on hiring is done by the Human Resources of PGCPD.

- CMIT South is required to observe and evaluate classroom teachers and support personnel by using the same tools and methods that PGCPS mandates traditional schools in the system.
- CMIT South is required to use the PGCPS database systems to keep student grades, attendance, and other data.
- CMIT South is required to utilize PGCPS food services and system.
- CMIT South is required to submit accountability items (monthly Special Education report, teacher observation logs, monthly fire drills, emergency plan, etc.).
- CMIT South is not required to offer transportation services to its students.
- CMIT South is required to follow all PGCPS Board of Education regulations, including admin policies for staff evaluation, field trips, student code of conduct and disciplinary procedures, money collection procedures through student activity account, etc.
- Charter schools' admission lottery is conducted by PGCPS Board of Education.

**PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS**  
**CHARTER SCHOOL AGREEMENT**

**THIS AGREEMENT** is between the Chesapeake Lighthouse Foundation, Inc., whose address is 7321 Parkway Drive S., Hanover, Maryland, 21076, hereafter ("Charter School,") and the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, MARYLAND**, whose address is 14201 School Lane, Upper Marlboro, Maryland 20772, hereafter ("School Board").

**WHEREAS**, the Charter School desires to operate within the Prince George's County Public School System (hereafter "School System") in conformance with Title 9, "Maryland Public Charter School Program," §§ 9-101 – 9-112 of the Education Article of the Maryland Annotated Code (the "Act"), Board Policy 3506, "Public Charter Schools" and Administrative Procedure 3506, "Public Charter Schools."

**WHEREAS**, the parties agree that the Public Charter School Prospectus for the replication of the program at Chesapeake Math and IT Academy, dated March 27, 2013 and submitted by the Charter School to the School Board, which is incorporated by reference herein and this Agreement, along with any attachments, constitute the full Agreement between the parties regarding the governance and operation of the Charter School.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and, in accordance with the Charter School's Prospectus, incorporated herein as Attachment A, the parties agree as follows:

The Charter School, upon meeting all conditions precedent terms as fully set forth below, shall provide an educational program in the School System subject to the terms and conditions of this Agreement, commencing on July 1, 2014, for a three (3) year term. Services will be provided in accordance with the Prince George's County Public School Calendar, unless otherwise negotiated with and approved by the School Board. Such modifications shall be included in a written amendment to this Agreement, executed by the Charter School and the School Board.

The Charter School shall comply with the expectations set forth in the Pre-Opening Procedures incorporated herein as Attachment B of this Agreement, including the provisions of a lease agreement for the primary facility for the school and such certificates and permissions as are necessary to operate the Charter School for at least the first year of the Charter School's operation. In the event the lease agreement and the certificates for occupancy are not in place by the date established in the Pre-Opening Procedures, the Charter School may not be able to operate and the opening may be postponed until the following school year. In any event, the School Board shall be notified no later than 30 days prior to the first day of school, if the Charter School anticipates that it will not be able to receive students on the first day of school for the 2014 school year.

**1. Operational Powers:** Subject to state law which provides that a public charter school operating in a county is under the supervision of the county board of education; any federal, state, and local policies, and statutes that affect traditional elementary and secondary public schools unless waived in writing by the State Board of Education and/or by the School Board; and, the conditions and provisions of this Agreement, the Charter School shall be fiscally responsible for its own operations within the limitations of any funding provided by the School Board and other revenues derived by the Charter School consistent with federal and state law.

(a) Authority. The Charter School shall have authority to exercise independently, also consistent with federal and state law, the powers appropriate to implement its educational program and manage and support the School (including such other powers as provided for elsewhere in this Agreement and in the Application to the extent consistent with this Agreement), including the powers to: contract for goods and services; choose curriculum and curriculum development; testing and evaluation; professional development and trainings; prepare a budget; select personnel subject to the approval of the School Board; procure insurance; lease facilities for school purposes subject to the review of the CEO or the CEO's designee; purchase, lease or rent furniture, equipment and supplies; establish and retain fees allowed by this Agreement and collected from students in accordance with the law and School Board policies and administrative procedures; and accept and expend gifts, donations, grants, and funds of any kind in accordance with such conditions prescribed by the donor as are consistent with the law

and School Board policies and administrative procedures and not contrary to any of the terms of this Agreement.

(b) Policies and Procedures. In exercising its powers under Agreement, the Charter School shall comply with all applicable School Board policies and administrative procedures unless a specific waiver is obtained. The Charter School shall furnish to the School Board copies of all written policies or procedures it may develop, with respect to, any matter relating to its operations and educational program upon adoption of such policies by the Charter School's Governing Board.

(c) Communication with Vendors. The Charter School shall clearly indicate to vendors and other entities and individuals outside the School System with which or with whom the Charter School enters into an agreement or contract for goods or services related to performance of this Agreement that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the School Board.

(d) Reporting Gifts and Donations. All gifts, donations and grants shall be reported semiannually by the Charter School to the School Board in accordance with School Board policies and administrative procedures. The Charter School agrees that it will accept donations in accordance with School Policy/Administrative Procedure 3150 and that such donations are subject to audit.

## **2. The Governing Board:**

(a) Authority of the Governing Board. Charter School shall have a Governing Board, which will consist of seven (7) individuals. The Governing Board will operate pursuant to the by-laws and other rules and procedures set forth in Charter School's Application. The Governing Board will have authority for operational decisions of Charter School and the Governing Board agrees and understands that the decisions of the Governing Board may not violate or conflict with state and federal law, regulations of the State Board of Education and School Board policies and administrative procedures, unless a written waiver is provided by the State Board of Education and/or the School Board. In no event shall the Governing Board delegate its governing authority or responsibility for the performance of the Charter School to another entity.

(b) Conflict of Interest. Members of the Governing Board of the Charter School shall comply with School Board Policy 107, "Ethics Regulation," including the completion of an annual financial disclosure agreement.

(c) Compensation. Members of the Governing Board of the Charter School will receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of the Governing Board. The expenses of members of the Governing Board are subject to annual audit.

(d) Notice of Membership. The Governing Board shall annually (on or before June 30<sup>th</sup>) provide the Charter Office with an updated list of membership and officers, including the name, address, email and resume of any new members and officers.

(e) Meetings and Minutes. The Governing Board shall maintain Board-policies, meeting agendas and minutes; and shall make such documents available for public

inspection and shall conduct meetings consistent with the Open Meetings Law, Md. Code Ann., State Government Article §10-501.

**3. Waivers of State Statutes/Regulations/ Policies and Administrative Procedures:**

(a) The Charter School warrants that its operation of the school will comply with all local, state and federal laws and regulations applicable to public schools and all School System policies and procedures not waived or modified by this Agreement, the Act, the Maryland State Board of Education or the State Superintendent of Schools, as applicable. Requests for waivers of State statutes and regulations shall be submitted simultaneously to the School Board and State Board in accordance with State Board regulations. Any State waivers requests granted by the State Board that are unopposed by the School Board shall be acknowledged by the School Board incorporated into this Agreement upon the grant of the State waiver by the State Board. However, if the Charter School requests a State waiver and the School Board opposes such waiver requests, the Charter School agrees that the proposed waiver shall not be incorporated into this Agreement until there is a final Court Order or legislative action that may not be appealed determining that the waiver grant is valid.

(b) Waivers are prohibited in the following areas:

1. Audit requirements;
2. State Assessments; and,
3. The health, safety, or civil rights of a student or an employee of the Charter School.

(c) The Charter School shall produce all documentation requested by the School Board or any other federal, state or local regulatory agency within ten (10) business days

of a request or such period of time as required by applicable law or requested by the respective agency.

**4. Educational Program:** The Charter School shall provide an educational program that shall advance students' mastery of basic skill areas including mathematics, science, health, reading, language arts and social studies, appropriate to the age of students included in the program. Provisions will also be made for physical education, music, art, and instructional technology within the educational program in accordance with State requirements. The educational program shall be designed as described in the Prospectus. The Charter School may select and utilize its own curriculum, consistent with its Prospectus, and subject to approval by the CEO and School Board, which will align to the Maryland State Standards.

**5. Achievement Levels:** The Charter School's educational program shall result in students attaining the specific levels of achievement as described in Attachment C and in this section of the Agreement. The baseline standard of achievement from which the academic achievement of Charter School students shall be established based on State exams offered in Spring of 2015. The Charter School and the CEO shall determine the baseline. Achievement shall be measured by an average same-student progress of one grade per year. Students in the Charter School will participate in all assessments required of the public schools by the MSDE. The Charter School shall also meet the district average specified for the grade level configuration of the school in reading, mathematics,

and attendance. Failure to meet the district average, alone, during the first year of the Charter School's operation may not result in a finding by the School Board that the Charter School's academic achievement is substantially deficient, but will require a school improvement plan. Refer to Paragraph 35, "Evaluation and Annual Audit."

**6. School System Administrative Policies and Procedures:**

(a) Compliance with Procedures. The Charter School will comply with School System policies and procedures on the operation of Charter Schools not waived in writing by this Agreement or subsequent decisions by the School Board or the State Board. The Charter School will be notified of new policies and procedures in the same manner as other public schools. The Charter School agrees and warrants that it will comply with all other School System policies and procedures applicable to public schools as approved by the School Board.

**7. Admission Policies and Procedures:** The Charter School is open to all students who are residents of Prince George's County on a space-available basis. No other criteria for acceptance into the Charter School shall be established. The Charter School affirms that any eligible student who applies in a timely fashion will be admitted, up to the maximum number of students that can be accommodated by the school. If more eligible students apply than can be accommodated, admission to the school will be determined by a drawing using the School System's lottery. The Charter School's lottery, including the administration of the wait list, will be in accordance with the School System's administrative procedure. The Charter School also affirms that it will not discriminate in

its policies or programs against any individual on the basis of any classification protected under law or School Board policy.

## **8. Funding:**

(a) In General. The School System shall allocate funding for the Charter School based on a per pupil basis for the students enrolled in the Charter School, computed in a manner commensurate with the amount disbursed to other public schools in Prince George's County for total direct school support for all students.

(b) Start-Up Costs. There is no specific School System state or local funds available for 'start-up' costs associated with developing a Charter School. Start-up costs include acquisition of educational materials, supplies, furniture, other equipment and site/building costs that are associated with start-up of a new facility. The Charter School is responsible for securing the resources needed to fund such start-up costs in the initial year and each year thereafter. The Charter School has provided verified information to the School Board that these start-up costs are available for the opening of School Year 2014-2015. Charter School is the recipient of a Race to the Top grant for replication of its current program. The grant is for start-up costs.

(c) Annual Operating Budget Allocation. The annual operating budget allocation provided by the School Board will be based upon projected and actual enrollment as certified by the School Board. Funding per pupil amounts provided by the School Board

will be commensurate with amounts disbursed to other public schools for total direct school support for all students. See Attachment D.

The per pupil funding for total direct school support for all students in School Year 2013-2014 is \$8892. Charter School shall use this amount to develop its initial budget.

(d) Disbursement Schedule. The Charter School will be appropriated 100% of non-personnel funding allocation on the 1<sup>st</sup> business day in July based on its projected enrollment (see schedule below). New Charter Schools will be required to provide evidence of a Use and Occupancy permit prior to the initial disbursement of funds. The School System will retain all personnel (full-time and part-time) and benefits costs prior to disbursing funding directly to schools. Charter Schools will not pay any salaries and benefits to Prince George's County Public School employees. The non-personnel per pupil funding amount for charter school students to be used for the operation of the charter school will be disbursed on a quarterly basis throughout the school year as follows:

- Last week of July and the first week of October – based on projected enrollment.
- First week of January – reconciled to September 30<sup>th</sup> actual enrollment.
- First week of April – based on projected end-of-year expenditures.

(e) Discretionary Disbursement. Charter Schools will be responsible for paying all non-personnel related bills with the discretionary disbursements to include lease

payments, utility bills, and instructional materials as well as all financial obligations concerning the Charter School. Charter Schools must continue to follow Board of Education policies and procedures and federal and State laws regarding procurement. The Charter School will be responsible for sending in the 1099 IRS reporting forms. Also, Charter School must account for receipts and expenditures by complying with Generally Accepted Accounting Principles (GAAP), COMAR and applicable Board Policy.

(f) Adjustments to the Budget. The Charter School's budget may be revised in November of any fiscal year, based on its actual enrollment as of September 30<sup>th</sup>, as certified by the School Board. Actual student enrollment shall be determined in the same manner that the State of Maryland uses to determine student enrollments and state revenues generated in the School System. If the actual enrollment after September 30 in any fiscal year varies by enough students (usually by twenty students or more) to cause a change in the resources otherwise allocable and commensurate with a non-charter public school in Prince George's County, then a revised budget must be submitted to the Charter School Office for review and approval by Office of the Chief Financial Officer in order to assure that the school is financially sound to finish the year.

(g) Grants. Funding amounts per pupil will change from year to year based on projected enrollment and the annual approved operating budget. Federal funds and grants, if any, may only be used to supplement required operating levels. Grants that are

guaranteed funding for multiple years can be shown in the annual operating budget. However, these funds must supplement and not supplant basic program services.

**9. Technology:** The Charter School shall provide a level of technology at least equal to that of the schools within the Prince George's County public school system. The Charter School shall utilize existing School System technologies for payroll and student record keeping. In order to access these technologies, the Charter School shall become part of the School System Wide Area Network (WAN) and the School System domain.

**10. Student Fees and Charges:** A Charter School may not charge tuition to students attending its school. Before and After Care programs may be offered on a fee basis as such fees would apply for non-charter public school students. Other fees charged to students by the Charter School, including but not limited to supply and activity fees, shall be placed in a separate account and expended for the purposes for which they were collected. Students may not be denied participation in activities, directly related to the instructional program, due to financial circumstances. Charter Schools will not receive a per pupil allocation for Pre-K. Pre-K programs cannot be offered by the Charter School.

**11. Budget and Accounting:**

(a) Annual Operating Budget. The Charter School shall provide an annual operating budget to the administration for approval on or before the 15th day of March prior to each school year of operation, to be revised after September 30<sup>th</sup> to reflect official and verified enrollment. The Charter School's funding allocation for the next school year

and a statement of costs assignable to the Charter School's annual operating budget will be provided in accordance with Attachment D to this agreement. The budget will be amended on an annual basis to reflect any changes in the Charter School's funding allocation or assigned costs for subsequent school years. The Charter School acknowledges that adjustments to the Charter School budget may be necessary if the estimated revenues are revised due to School Board, legislative, Prince George's County Council and/or Maryland General Assembly action.

(b) Accounting Procedures. The Charter School shall account for receipts and expenditures by using and complying with Generally Accepted Accounting Principles (GAAP), COMAR and School System's accounting, audit and other fiscal procedure.

(c) Quarterly Financial Reports. The Charter Schools will provide a quarterly financial report to the Chief Financial Officer's Office, the Charter School Office and the Director of Internal Audits, on October 15<sup>th</sup>, February 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup>. The Charter School shall retain an independent CPA, licensed in Maryland, to perform an audit of the Charter School's annual financial statements.

(d) Audited Financial Statements. The audited financial statements must be completed and submitted to the Chief Financial Officer's Office, the Director of Internal Audits, and the Charter Schools Office by November 1<sup>st</sup>. The Charter School must submit the comprehensive annual financial report along with a corrective action plan

addressing any weaknesses, reportable conditions, advisory comments or problems identified in the report.

(e) Federal Funds. If the Charter School is awarded federal funds during the fiscal year, an independent audit as prescribed in the federal Office of Budget and Management Circular A-133 must also be completed and filed with the federal government, MSDE and the School Board. In the event of an approved waiver, the Charter School shall account for receipts and expenditures in the manner agreed to by the School System and the Charter School. The Charter School shall establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules and regulations, and will make such records available to the School System, as requested. The Charter School agrees that it shall comply with all local, state and federal requirements for receipt and use of public money.

## **12. Facility:**

(a) In General. The Charter School is responsible for providing a facility that meets all federal, state, and local statutes, regulations, and ordinances in addition to School Board policies, administrative procedures and guidelines. The same federal, state and local regulations, standards and guidelines used to review other public school construction projects will be used for a charter school project. These include but are not limited to: Public School Construction Program (PSCP) Administrative Procedures Guide; state and federal ADA requirements; MSDE standards and guidelines; School Board policies, standards and guidelines; Maryland Department of General Services

standards and procedures for energy conservation, implementation of life cycle cost analysis, and roofing; and PSCP guidelines for energy usage.

(b) Lease Agreement. The Governing Board shall, by the time set forth in the Pre-Opening Procedures, incorporated herein as Attachment A of this Charter Agreement, provide the School Board or its designee with a written, signed copy of the lease, purchase agreement and/or other such facilities agreement for the primary facilities and any ancillary facilities identified by the Governing Board and such certificates and permissions as are necessary to operate the School in the proposed facility for at least the first year of the School's operation. Refer also to Section (o) herein.

(c) Facility Location. The Charter School may be located in space provided on a private site, in a non-school system public building or in any other suitable location, that complies with all applicable federal, state (including MSDE), and county codes, policies and regulations. The Charter School may own, lease or rent its space.

(d) State Superintendent Approval of Lease. The State Superintendent must approve the lease or title. The School Board will inspect and approve the site for use as a public school prior to submission of the request for approval to the State Superintendent. For construction and renovation projects costing over \$350,000, the State Superintendent is required to approve the schematic design, design development documents, construction documents, award of contract, and change orders. For projects where the landlord is paying for construction and construction costs are built into the lease, the State Superintendent will approve the lease and the schematic design documents only.

(e) AIA Documents. American Institute of Architects (AIA) documents, as modified and approved by the School Board or its facilities staff, shall be utilized for all contracts, including all general and supplemental general conditions, to bind any architect, engineer, contractor, construction manager, or other service provider.

(f) Occupancy. Prior to occupying facility, the Charter School must obtain a Certificate of Occupancy and provide such documentation to the Charter School Director for PGCPS and MSDE, through the designated facilities representative at least thirty (30) days prior to students' arrival. Prior to students' arrival, Charter School will submit proof to the CEO or CEO's designee that the Asbestos Hazard Emergency Response Act (AHERA) Management Plan has been submitted to the Maryland Department of the Environment. In the event that an adequate lease agreement and/or Use and Occupancy Permit are not in place by the date established in the Pre-Opening Procedures, the Charter School may not provide instruction at the Facility. The School Board will preclude the Charter School from commencing instruction until the start of the succeeding school year. Students will be enrolled in their boundary school.

(g) Facility Insurance. The Charter School will provide and maintain appropriate property, fire, boiler, and casualty insurance as specified in this Agreement.

(h) Costs. The Charter School is responsible for all costs related to design, permits, inspections, construction, maintenance, renovations, repair and upkeep of facility.

(i) Health and Safety. Policies and regulations related to health, safety and accessibility requirements cannot be waived. If a violation related to health, safety or accessibility requirements is found, the Charter School will immediately correct the violation to the satisfaction of the authority citing the violation. The Charter School will bear all costs associated with correcting the violation. In the event that the Charter School fails to correct the violation within the time frame directed by the applicable authority, the School Board will have the right to revoke the Charter Agreement.

(j) Hazardous Materials. No prohibited or hazardous materials will be used in the construction, maintenance or operation of the facility. Violation of this provision is grounds for revocation of the charter in accordance with the terms of this Agreement.

(k) Facility Records. The Charter School will maintain accurate and current documentation required by any statute, regulation, ordinance or School Board policy or administrative procedure, including, but not limited to, the following: Asbestos Hazard Emergency Response Act (AHERA) manual; Integrated Pest Management Plan; and Shelter-in-Place Plan.

(l) Fire Drills. The Charter School will conduct fire drills as required by the County Fire Marshall and the State Fire Prevention Code.

(m) Inspections. At the direction of the CEO or CEO's designee, the Charter School will provide appropriate documentation or assist in required inspections, including, but not limited to: all inspections requested or required by the County Health Department; all inspections requested or required by the County Fire Marshall; the Maintenance Survey; and Roof Inspection.

(n) Data for Reporting Requirements. The Charter School will provide the CEO or CEO's designee, information necessary to complete all reporting requirements, including, but not limited to: demographic and enrollment information for the Educational Facilities Master Plan; information for the Comprehensive Maintenance Plan; and information for PSCP Facility Inventory.

(o) Approved Site. The Charter School shall be operated at a site to be determined, by no later than January 31, 2014. The location shall be south of Central Avenue. The Charter School guarantees that the facilities will comply with all local, state and federal health and safety requirements applicable to other public schools in the School System and that compliance will be maintained at all times. The Charter School guarantees that it shall comply with all school system policies and procedures, with exception of those for which a waiver has been granted, applicable state and local laws and regulations in obtaining leased or rented space.

(p) Community Use of the Facility. Because the Charter School is not located in a building owned by the School Board, but, rather, is a building the Charter School maintains and for which the Charter School is financially responsible, the Charter School will not be subject to School Board policies and administrative procedures concerning community use of school facilities. The Charter School shall be solely liable for any occurrence that results in injury to any individual or damage to property as a result of community use of the facility.

(q) Insurance Coverage for Leased Facility. Insurance coverage if Charter School Leases Property:

- 1) If the Charter School leases a facility other than a School Board facility, it must designate the School Board as an additional insured party under any liability insurance policy. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days prior written notice has been given to the School Board. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.
- 2) Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Best's surplus size VII and must be licensed/approved to do business in the State of Maryland.

- 3) Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required after thirty (30) days written notice by the School Board to the Charter School may render this Charter Agreement null and void; provided, however, that no act or omission of the School Board shall in any way limit, modify, or affect the obligations of the Charter School to provide insurance on the facility.

(r) Relocation. If the Charter School relocates to a different facility, this shall constitute a material change to the Charter Agreement and shall be subject to the following conditions:

- Notification to the School Board.
- Submission to the School Board of a Certificate of Occupancy for the new facility at least thirty (30) days prior to the first day of occupancy.
- Evidence that the facility meets applicable health, safety and fire code requirements.
- Evidence that the facility is of sufficient size to safely house anticipated enrollment.

(s) Site Visits. The Charter School shall allow representatives from the School Board or any other federal, state or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable

laws and regulations, the terms of this Charter Agreement and the terms of state and federal grants. Prior to site visit, the School System staff will make every attempt to notify the Charter School at least five (5) days in advance. In the event that five (5) days prior notice can not be provided, lesser prior notice shall be provided as is feasible. During such site visits, the Charter School shall allow visiting officials full and immediate access to its financial and educational records, reports, files and documents. Visiting officials shall manage site visits so as to minimize impact to the Charter School and disruption of Charter School activities.

### **13. Teachers and Staff:**

(a) PGCPS Employees. Employees of the Charter School are employees of the School System. The Charter School will recruit and recommend for hiring all employees, subject to the final approval of the CEO, and where required by law, the School Board, pursuant to school system policies and procedures. The Charter School, the CEO, and the School Board will cooperate in good faith in all decisions on hiring, assignment, discipline, and discharge of employees of the School System.

(b) Standards for Employees. All PGCPS employees will meet Federal, School System and State standards for employment and shall be part of the School System benefits plan. The Charter School will comply with all School System, State and federal rules and regulations regarding school employees.

(c) Compensation and Benefits. Compensation and benefits for such employees shall be consistent with compensation and benefits provided to other employees of the

School System holding similar positions, unless otherwise negotiated with the School System and school district collective bargaining units.

(d) Evaluation of School Staff. The Charter School shall promptly provide the School System with written notice for any proposed changes to the school staff. The Charter School Principal will have the primary responsibility for evaluating and supervising the employees at the Charter School. The Governing Board agrees that teachers, administrators and support staff of the Charter School will be evaluated in the same manner used for other School System personnel holding similar positions.

(e) Notification of Misconduct. The Charter School shall notify the School System and other appropriate authorities, in accordance with state law, of discipline of the Charter School employees arising from misconduct that brings direct harm to students or others or from violations of law or policy.

(f) Certification. All teachers working in the Charter School must hold or be eligible to hold and maintain teacher certification from MSDE and shall teach in the content area and/or grade in which they are certified for at least a majority of their classes. The Charter School is responsible for assuring that its teachers maintain necessary certification. The Charter School is responsible for notifying its employees of their certification renewal requirements. The School Board will notify all employees whose certificates expire within the coming school year that their certificates will expire.

(g) Principal/Professional Staff. Unless a waiver is granted, the principal/instructional leader (1) must hold an Administrator I or II certificate from MSDE when the Charter School is operating, and (2) if holding an Administrator I certificate, must be actively pursuing an Administrator II certificate, or (3) at the very least, must meet MSDE requirements for a principal. The principal will be evaluated in accordance with the negotiated agreement for administrators and supervisors. In addition, the professional staff of the Charter School must hold the appropriate Maryland certification.

(h) Negotiated Agreements. The terms and conditions of a negotiated agreement cover employees of the Charter School. Charter School shall abide by all negotiated agreements in place with employee bargaining units. Subject to the approval of the School Board, the Charter School and any employee bargaining unit that represents a certificated employee may agree to an amendment of the provisions of an existing negotiated agreement. All amendment requests and written responses from the appropriate bargaining unit representative must be submitted to the School Board to be approved. Unless the School System and any association representing an employee agree to an exemption, all provisions of any existing negotiated agreement or collective bargaining agreement applicable to any employee shall remain in effect while the employee works at the Charter School.

(i) Contractual or Grant-Funded Staff. Neither contractual, grant-funded and volunteer staff, nor employees of the Chesapeake Lighthouse Foundation, Inc. who are

not employed to provide educational support to the school, are School Board or School System employees. The School Board bears no liability for payment of salary or benefits for these individuals, and they are not entitled to continued employment with the School Board. Further, the School Board is neither responsible nor liable for any claims any of these individuals may file against the Charter School relating to the terms and conditions of their relationship with the Charter School. The Charter School will notify each such individual of these terms.

(j) Recruiting. The Charter School is solely responsible for recruiting its staff. The School Board agrees to make information from the Charter School available to current School Board employees in one of the following ways: the Charter School duplicates sufficient copies of the information; or the School Board agrees to duplicate the materials for the Charter School and charge the Charter School for the costs associated with duplication.

(k) New Employee Processing. New teachers must attend the School Board New Teacher Orientation/Processing and training.

(l) Non-Renewal. The Charter School acknowledges that any first or second year teacher may be non-renewed at the end of a contract year, and will consult with the School Board Human Resource staff by February 1 of each year to discuss the status of any first or second year teacher and to coordinate any potential non-renewal.

(m) Employee Services. The School Board agrees to provide human resource services to the Charter School and the employees assigned to it, including payroll processing; direct deposit arrangements; leave processing; certification processing; benefits processing; employee requests for information and assistance; and retirement services.

(n) Payroll. The School Board will issue pay, employing direct deposits of earnings, for employees assigned to the Charter School at the fixed rate specified in the Schedule of Fees. The Charter School is responsible for keeping accurate and current records of time worked and completing timesheets as directed by the Director of Human Resources or the Director's designee. The Charter School is responsible for the costs of each employee's salary, plus the employer's retirement contribution, employer's share of FICA, and employer's share of Medicare.

(o) Benefits. All School Board employees assigned to the Charter School will be eligible for the benefits set forth in the negotiated agreements and School Board policy. The Charter School is responsible for all costs associated with the benefits for those employees. Payroll staff will deduct the appropriate employee contribution for those benefits.

(p) Employee Investigations. In the event that an employee is alleged to have engaged in misconduct or other inappropriate behavior, such allegations must be immediately reported to the CEO or CEO's designee. If, upon review of the information

available, and if, in its sole discretion, the CEO determines that the matter warrants investigation, the CEO reserves the right to remove the employee from the employee's assignment pending the results of the investigation. The CEO or CEO's designee will determine if and when the employee may return to the employee's assignment at the Charter School. The Charter School is responsible for costs associated with assigning a substitute to the position in the employee's absence. The School Board is responsible for any legal costs associated with any investigation and disciplinary action.

(q) Employee Complaints and Grievances. Any employee complaint or grievance initiated by or on behalf of an employee assigned to the Charter School will follow the process set forth in School Board Policy and any applicable Negotiated Agreement. Whenever the word "principal" is used in connection with a complaint or grievance, that word will mean the principal or instructional leader of the Charter School. Any complaint or grievance that proceeds beyond the principal's level will be processed in accordance with School Board Policy and any applicable Negotiated Agreement. The School Board is responsible for any legal costs associated with employee complaints and grievances beyond the principal's level.

(r) Employee Discipline. In the event that the Charter School chooses to discipline a Charter School employee, it is responsible for doing so in accordance with Board policy, Negotiated Agreements, administrative procedures and state law. In the event that the Charter School wishes to request the suspension or termination of a certificated employee in accordance with Section 6-202 of the Education Article, it must

make its request in writing to the Superintendent. The School Board is responsible for any legal costs associated with employee discipline matters.

(s) Personnel Files. The School Board will, in accordance with the terms of this Agreement, create and maintain an official personnel file (OPF) as required by Board policy for each employee assigned to the Charter School. The Charter School will maintain a local personnel file for each employee at the school. The Charter School will submit all required documents to the Director of Human Resources for inclusion in the OPF. Such documents will include, but may not be limited to, performance evaluations, counseling letters, disciplinary documents and workers' compensation claims.

(t) Substitutes. The Charter School is responsible for the costs of the substitutes.

(u) Workers' Compensation Proceedings. The School Board will provide workers' compensation coverage for eligible employees assigned to the Charter School. The School Board is responsible for any legal costs associated with workers' compensation proceedings before the Workers' Compensation Commission.

(v) Sick Leave Bank. The Charter School is solely responsible for the cost of substitutes or other replacements for employees who participate in the Sick Leave Bank.

(w) Employee Conflicts of Interest. All Charter School employees shall comply with the School Board's policies and administrative procedures, and applicable state law concerning staff conduct and staff conflicts of interest.

**15. Criminal Background Checks:**

(a) Non – School Board Employees. The Charter School will ensure fingerprints for all of its personnel, non – School Board employees and will request State and Federal criminal background checks on each of said personnel. The Charter School hereby warrants that all personnel will undergo such criminal background checks before providing services at the Charter School. The Charter School further agrees that all future personnel who are not School Board employees shall undergo such criminal background checks at the Charter School's expense. The School Board may allow the Charter School to utilize the School System's background check and fingerprinting staff and systems to conduct these background checks, provided the Charter School pays for the cost of these services.

(b) Convictions. If any such criminal background checks produce evidence of a criminal conviction in the background of any such personnel of the Charter School, the Charter School will make a determination whether or not to hire the individual, upon consultation with the Department of Human Resources.

(c) Volunteers. The Charter School, in accordance with Board policies and procedures, will ensure that all volunteers undergo a criminal background check in accordance with School Board policies and School System Procedures.

**16. Pupil-Teacher Ratio:** The Charter School shall maintain a pupil-teacher ratio(s) reasonably consistent with the responses to the prospectus.

**17. Enrollment:** The Charter School shall endeavor to enroll a minimum and maximum number of students consistent with its Prospectus.

**18. School Calendar:** The school day for students shall be agreed upon by the Charter School and CEO.

**19. Extracurricular Activities:** The Charter School will provide its students with extracurricular activities consistent with its mission. A Charter School student will not be eligible to participate in extracurricular activities at the student's home school, but may compete in extracurricular activities against other students from the School System in accordance with state standards and requirements.

**20. Agreement Term:** This Agreement shall be effective upon complete execution and shall be reviewed annually. The Agreement has been approved for a period of three (3) full fiscal years and will terminate on June 30, 2018. Charter School will be eligible for Agreement renewal or may reapply for a new Agreement during the second (2<sup>nd</sup>) year of

the existing Agreement period. Subsequent years' renewals are subject to annual evaluation and approval by the Board. The School Board and the Charter School recognize that the interests of the students are best served by maintaining a stable learning environment, and, therefore, the School Board and the Charter School shall apply their best efforts toward such a renewal or reapplication and shall conduct the renewal or reapplication in good faith.

**21. Revocation:**

(a) In General. This Charter Agreement may be terminated by the School Board for the Charter School's failure, after prior written notice and a specified reasonable opportunity to cure, to materially meet required educational achievement goals or generally accepted fiscal management standards, to cure, after prior written notice and a specified reasonable opportunity, any default in a material provision of this agreement, or for failure to comply with School System policies and procedures; and failure to secure an appropriate facility and/or approval of that facility by the State Superintendent as required by paragraph 12 herein. Moreover, this Agreement may, subject to the procedures set forth in this Agreement and any additional administrative remedies or procedures provided by Maryland law, be terminated for the reasons set forth in Administrative Procedure 3506, Section K, Revocation of a Charter, where the School Board has determined that:

- 1) The Charter School has breached the Charter Agreement;
- 2) The Charter School has not fulfilled a condition imposed by the School Board in connection with the granting of the Charter;

- 3) The Charter School has failed to comply with the charter or provisions of federal, state, or local law;
- 4) The fiscal condition of the Charter School is substantially deficient;
- 5) The academic achievement of the Charter School is substantially deficient;
- 6) The Charter School facility can no longer support the needs of the educational program; and
- 7) The continuation of the operation of the Charter School is contrary to the best interests of the public or the students of Prince George's County Public Schools.

(b) Reassignment. Upon termination of the charter, personnel and students shall be reassigned, pursuant to School Board policies, procedures, and negotiated agreements. Upon termination, resources provided by the School System shall remain under the control of the School Board, except as to those owned by third party lessors, and the School Board reserves the right to implement control and operation of the Charter School on an immediate basis upon termination of the charter.

(c) Property. The School System shall have interest in any property, real, personal, or mixed, which is leased with options to purchase by the Charter School.

- (i) Any assets acquired by the Charter School are the property of the charter school for the duration of the Charter and any renewal of

the Charter. If the Charter is revoked, non-renewed or surrendered, or the school otherwise ceases to operate, the Charter School shall manage all assets consistent with the Dissolution Process.

- (ii) If the Charter School fails to open and serve or closes for any reason, the provisions and requirements of the Dissolution Process shall become effective immediately.
- (iii) The Charter School shall maintain records of all material assets acquired with any private funds that remain the property of the Charter School. If the Charter School's accounting records fail to establish clearly whether a particular asset was purchased with public funds or private funds, the assets shall be deemed as having been purchased with public funds.
- (iv) The Charter School shall maintain a complete and current inventory of all school property and shall update that inventory annually.
- (v) The Charter School shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by the School Board.

(d) Notice of Intent. The School Board shall provide reasonable prior written notice, in accordance with the terms of this provision, to the Charter School of any deficiencies or other issues that could result in a Board action to terminate this

Agreement and/or revoke the Charter, and the reasons therefore, before initiating any action to terminate or revoke the Agreement or Charter. The notice shall include: (1) a full description of the basis for termination or revocation; (2) proposed instructions or action plan for correcting the deficiency or failure that is the basis for termination or revocation, which may include a request for the Charter School to propose a corrective action plan; and (3) a specified, reasonable period of time during which the Charter School may remedy the problem so as to avoid termination or revocation. Such reasonable period shall be at least thirty (30) days unless a shorter period is necessary in order to ensure the health and safety of the School's students. Upon receipt of the notice, the Charter School shall have five (5) business days upon receipt in which to file objections with the School Board. If any objections are filed, within fifteen (15) calendar days of receipt of the objections, a decision on the objections shall be made within thirty (30) calendar days of receipt of the objections. Unless otherwise determined by the Board or unless the notice relates to an immediate threat to the health or safety of the School's students, the filing of objections shall stay the Charter School's cure period under this provision until the objections are resolved. If the Charter School fails to remedy the cause for termination by the conclusion of the cure period, then the Board may determine to initiate revocation or termination subject to the requirements of this Agreement and Maryland law. Any unused funds remaining shall immediately be returned to the School System upon termination.

(e) Probation. Prior to taking the action of revocation, the School Board may also place the Charter School on probationary status to allow the implementation of a

remedial plan (including an acceptable timeline), pending a final decision to revoke the Charter School's charter.

(f) Charter School's Right to Terminate. The Charter School may terminate the Agreement on an annual basis. In such event, the Charter School shall notify the School System by April 1 of a given school year of its intent to cease operations the following year. The Charter School's students shall be enrolled in their boundary schools.

## **22. Purchase and Treatment of Assets:**

(a) Procurement Procedures. The Charter School will purchase its own supplies, services, materials and other needs independent of PGCPS' Purchasing Office. The PGCPS Purchasing Office will make their contracts for equipment, supplies and materials, and training opportunities available to Charter School upon request. The Charter School can elect to participate in PGCPS' purchasing contracts. The Charter School is responsible for compliance with Board Policies, Regulations, and Procedures established for Student Activity Funds when purchasing goods and services with such funds. Purchases with Student Activity Funds will be made directly by Charter School; payments to Vendors from the Student Activity Funds will be in compliance with the School System Accounting Manual.

(b) School Board Property. Title to all property provided by the School Board shall remain in the School Board. The Charter School shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair,

protection, and preservation of the School Board's Property, so as to assure its full availability and usefulness in the performance of this Charter Agreement. The Charter School shall cause the School Board Property to be properly tagged or otherwise identified as School Board Property. The School Board's Property shall, unless otherwise provided herein or approved in writing by the School Board, be used only for the performance of this Charter Agreement.

(c) Loss of School Board Property. In the event the Charter School is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to School Board's Property, it shall use the proceeds to repair, renovate, or replace the School Board's Property involved or shall credit such proceeds against the cost of the work covered by this Charter Agreement, or shall otherwise reimburse the School Board, as directed by the School Board.

(d) Delivery of School Board Property. Upon termination of this Charter Agreement, the School Board may require the Charter School to deliver to the School Board any of the School Board's Property. The School Board's Property is to be delivered within thirty (30) days of the date of the School Board's request. The Charter School's year-end audit must include a full accounting of all funds.

### **23. Risk Management:**

(a) In General. The Charter School agrees to adequately protect against liability and risk through an active risk management program. The program shall include purchase of insurance coverages, as agreed to in this Agreement. The Charter School agrees that it will coordinate all risk management activities through the School System's Risk Management Office. The Charter School shall give the School System prompt written notice of each legal claim made against it arising out of its operation of the Charter School. Similarly, the School System shall promptly notify the Charter School in writing of any claim against the Charter School, any Charter School employee, or the School System arising out of or relating to the operation of the Charter School. Neither the Charter School nor the School System shall compromise, settle, negotiate, or otherwise affect any disposition of potential claims asserted against it to the extent such claims are insured/self-insured by or through the party without prior written approval of the other party.

(b) Compliance. The Charter School agrees to operate in such a manner as to minimize the risk of injury or harm to students, employees, and others. The Charter School shall comply with all Board policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, School Board policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of the school facilities.

(c) Insurance. The Charter School shall secure and maintain the following insurance coverage (or such insurance coverage as the Charter School proposes and the School Board determines provides a comparable level of overall protection):

**1 - General Insurance Requirements**

1.1 - The Charter School shall not commence operations until the Charter School has obtained at the Charter School's own expense all of the insurance as required hereunder and such insurance has been approved by the School Board; nor shall the Charter School allow any outside management services or management consulting firms (Management Firm) retained by the Charter School to commence operations on any contract until all insurance required of the Management Firm has been so obtained and approved by the Charter School. Approval of insurance required of the Charter School will be granted only after submission to the School Board of original certificates of insurance signed by authorized representatives of the insurers or, at the School Board's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Charter School's operations. Original certificates signed by authorized representatives of the insurers or, at the School Board's request, certified copies of insurance policies, evidencing that the required insurance

is in effect, shall be maintained with the Board throughout the term of the Charter School's operations.

1.3 - The Charter School shall require all Management Firms retained to provide services to the Charter School to purchase and maintain during the term of their contractual arrangements commercial general liability insurance, business auto liability insurance, workers' compensation and employers liability insurance and umbrella excess or excess liability insurance, to the same extent required of the Charter School in 2.1.1, 2.1.2, 2.1.3 and 2.1.4 unless any such requirement is expressly waived or amended by the School Board in writing. The Charter School shall furnish the Management Firms' certificates of insurance to the School Board immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days prior written notice has been given to the School Board.

1.5 - No acceptance and/or approval of any insurance by the School Board shall be construed as relieving or excusing the Charter School from any liability or obligation imposed upon the Charter School by the provisions of

any authorizing legislation or contractual agreements between the School Board and the Charter School.

1.6 - If the Charter School does not meet the insurance requirements herein, the Charter School shall forward a written request to the School Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the School Board denies the request, the Charter School must comply with the insurance requirements as specified herein.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and reasonably acceptable to the School Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the School Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers' compensation and employers' liability insurance from the Injured Workers' Insurance Fund of Maryland.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Charter School, and are subject to the School Board's written approval. Any deductible or retention amounts elected by the Charter

School or imposed by the Charter School's insurer(s) shall be the sole responsibility of the Charter School.

## **2 - Charter School's Liability Insurance**

2.1 - The Charter School shall purchase the following insurance coverages for not less than the limits specified below or required by law, whichever is greater.

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence;

\$1,000,000 personal and advertising injury;

\$1,000,000 general aggregate; and

\$1,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;

- iii. Contractual liability including protection for the Charter School from bodily injury and property damage claims arising out of liability assumed under contract;
- iv. Liability arising from athletic participation (Any athletic participation exclusion shall be deleted.);
- v. Liability arising from child care (Any specific child care exclusion shall be deleted.);
- vi. Liability arising from field trips or other off-premises activities (Any specific field trip exclusion or designated premises endorsement shall be deleted.); and
- vii. Liability arising from sexual and/or physical abuse with minimum sublimits of \$250,000 per occurrence, \$250,000 annual aggregate.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (ISO symbol 1) or, if the Charter School does not own an auto, liability arising out of

the ownership, maintenance or use of any hired or non-owned auto (ISO symbols 8 & 9); and

ii. Automobile contractual liability.

2.1.3 – Workers’ compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage for those employees that are not paid employees of the School Board but are employees of Charter School; employers liability insurance or its equivalent with minimum limits of:

\$100,000 each accident for bodily injury by accident;

\$100,000 each employee for bodily injury by disease; and

\$500,000 policy limit for bodily injury by disease.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$2,000,000 per occurrence;

\$2,000,000 aggregate for other than products/completed operations and auto liability; and

\$2,000,000 products/completed operations aggregate and including all of the following coverages on

the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 – Educators legal (errors and omissions) liability insurance or its equivalent with minimum limits of:

\$3,000,000 each wrongful act; and

\$3,000,000 annual aggregate.

This insurance shall include coverage for all of the following:

Any professional staff or other employees of the School Board assigned to work at or participate in the operations of the Charter School must be included as insured.

This policy must be modified by manuscript endorsement to specifically apply on a primary basis for these School Board employees in relation to the School Board's legal liability coverage.

2.1.6 - The School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents and employees shall be named as additional insureds under the commercial general liability and umbrella excess (or excess liability) coverages, and each certificate of insurance, or each certified policy if requested, must so state this.

- i. Insurance provided to the School Board and School Board elected and appointed officials, officers, directors, trustees, consultants, agents and employees under the Charter School's liability insurance shall afford coverage for liability arising out of the Charter School's ongoing operations; and
- ii. Acts or omissions of the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents or employees in connection with general supervision of the Charter School's operations.
- iii. Insurance provided to the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents and employees under any of the Charter School's liability insurance

required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance

- iv. Insurance provided to the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents or employees shall be excess of and non-contributory with insurance provided to the School Board and School Board's elected and appointed officials, officers, directors, trustees, consultants, agents or employees as specified herein.

2.2 - If any liability insurance purchased by the Charter School has been issued on a "claims made" basis, the Charter School must comply with the following additional conditions:

- i. The Charter School shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after the date that operations of the Charter School cease. Such certificates shall evidence a retroactive date no later than the beginning of the Charter School's operations;  
or
- ii. The Charter School shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date that operations of the Charter School cease and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Charter School's operations.

### **3 - Property Insurance**

3.0 - The Charter School shall purchase and maintain all risk (special form) property insurance or group self-insurance which insures, on a replacement cost basis, against direct physical loss of or damage to the School Board's real or personal property, fixtures and equipment located in or on the premises of the Charter School. Any deductible that is a condition of the

School Board's property insurance shall be the sole responsibility of the School Board.

3.1 – The Charter School shall purchase and maintain, at its own expense, all risk (special form) property insurance which insures, on a replacement cost basis, against direct physical loss of or damage to the Charter School's or the School Board's real or personal property, fixtures and equipment located in or on the premises of the Charter School or is otherwise in the care, custody or control of the Charter School for the insurable replacement cost of such property, fixtures and equipment located therein. The Charter School shall also purchase business income and extra expense insurance satisfactory to protect its interests in the event of and resulting from direct physical loss of or damage to the School Board's or the Charter School's real or personal property, fixtures and equipment, while such property is located in or on the premises of the Charter School. Any deductible that is a condition of the Charter School's property insurance shall be the sole responsibility of the Charter School.

3.2 – The School Board shall be named as joint loss payee under the Charter School's property insurance with respect to that property in which the School Board has a financial interest, while such property is located in or on the premises of the Charter School or is otherwise in the care, custody or control of the Charter School.

3.3 - To the fullest extent permitted by law, the School Board and the Charter School each waives any right of recovery from the other for any loss of or damage to the property (or resulting loss of income or extra expense) of the other, to the extent that such loss or damage is covered by the property insurance required herein. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the other party. To the fullest extent permitted by law, no property insurer of one party shall hold any right of subrogation against the other party. The School Board and Charter School shall advise their respective insurers of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by the School Board and the Charter School.

#### **4 - Crime Insurance**

4.1 - The Charter School shall purchase and maintain crime insurance or group self-insurance or its equivalent with minimum limits of:

\$500,000	each loss – employee dishonesty blanket;
\$100,000	each loss – forgery or alteration; and
\$100,000	each loss – theft, disappearance or destruction (money and securities).

This insurance shall include coverage for all of the following:

- i. The definition of employee shall include students and volunteers, including fund solicitors.
- ii. Named insured shall include any employee welfare, pension or benefit plan sponsored and approved by the Charter School.
- iii. Compliance with ERISA of 1974 requirements with respect to: defining employee to include trustees, officers, employees, administrators or managers (except independent contractors) of any of Charter School's employee welfare, pension or benefit plans, and the named insured's directors or trustees while handling funds or other property of such plans, commingling of funds; deductible applicability; and when benefit plans are jointly insured with other entities, where applicable (Use CR 1027 or equivalent form(s)).
- iv. The School Board and the State of Maryland as their interest may appear are to be named as joint loss payees under the employee dishonesty coverage as respects property in which the School Board or the State of Maryland has a financial interest.

**5 – Catastrophic Student Accident Insurance**

5.1 - The Charter School shall purchase and maintain catastrophic student accident insurance or its equivalent covering injury to all enrolled students who participate in intramural or interscholastic sports, gym classes, and non-sport extra-curricular activities including band members, cheerleaders, majorettes, student coaches, student trainers and student managers, with a maximum deductible of \$25,000 and minimum limits of:

- \$1,000,000 accident medical expense;
- \$ 250,000 catastrophic cash;
- \$ 25,000 accidental death; and
- \$ 25,000 accidental dismemberment.

**24. Agreement Compliance:** The Charter School agrees to oversee its operations to ensure that the terms of this Agreement are met. The Charter School agrees to meet regularly with parents, teachers/staff, and students (where appropriate) to review, evaluate, and improve operations of the Charter School.

**25. Indemnification:**

(a) The Charter School shall defend, indemnify, and hold harmless the Board and its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including, but not limited to, attorneys' fees and/or litigation expenses which may be brought or

made against or incurred by the local school system on account of any action of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this Agreement shall not limit the liability of the Charter School.

(b) Subject to any applicable limitations of liability set forth in Section 5-518 of the Courts and Judicial Proceedings Article to the Annotated Code of Maryland and other applicable immunities provided under the Constitution or laws of the United States or under common law, the Board shall defend, indemnify, and hold harmless the Charter School and its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the Charter School on account of any action of the Board, its employees, agents or assigns.

(c) The parties acknowledge that the Board is not liable for the debts or financial obligations of the Charter School or the Foundation.

(d) The Charter School, for its part, and the Board, for its part, shall provide each other prompt written notice of any legal claims made arising out of or pertaining to the operation of the Charter School upon receipt of such claim.

**26. Faith and Credit:** The Charter School agrees that it will not extend the faith and credit of the School Board to any third person or entity. The Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the School Board and that the Charter School's authority to contract is limited by the

same provisions in law, School Board policy and administrative procedure that apply to the School Board itself. The Charter School also is limited in its authority to contract by the amount of funds obtained from the School Board, as provided hereunder, or from other independent sources. The Charter School's Governing Board shall hereby be delegated the authority to approve contracts to which the Charter School is a party, subject to the requirements and limitations of the state law, School Board policies and administrative procedures and the provisions of this Agreement.

**27. Sovereign Immunity:** Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend, or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Maryland law, and shall be subject to the monetary limitations established by Md. Code Ann., §5-518, Courts & Judicial Proceedings Article.

**28. Donations:** The Charter School is not authorized to solicit funds on behalf of the School Board, but it may solicit funds for the benefit of the students of the Charter School, subject to compliance with Board Policy and Administrative Procedures 3150 and 3293 for solicitation and acceptance of funds and other resources.

**29. Transportation:** Transportation is not provided to the Charter School by the School System: If the Charter School receives sufficient funding and subsequently determines to provide transportation during the term of this Agreement, the Charter School may contract with an approved transportation provider for transportation services.

The Charter School shall be solely responsible and liable for any occurrence that results in injury to person or damage to property as a result of providing transportation.

**30. Food Service:** The Charter School may receive food services from the School System at cost.

(a) Food and Nutrition Services. School will provide school meals to all students using the PGCPS Point of Sale (“POS”) System. PGCPS Meal Benefit Applications will be provided by PGCPS Food and Nutrition Services staff. School will provide all students with PGCPS Meal Benefit Applications upon enrollment to the school. School must contact PGCPS Food and Nutrition Services staff to discuss meal service. The School menu designed by PGCPS Food and Nutrition Services will meet all USDA and MSDE Guidelines for the National School Breakfast/Lunch Programs. The area designated as a Meal Service Facility must meet all local Department of Health regulation and fire codes, and be licensed as an eating and drinking establishment. School has the option to have the purchase of kitchen equipment made by PGCPS to be expensed to School for payment, thereby reducing the next monthly payment if payment is not received within sixty (60) days of invoice. PGCPS will provide advance notice of any such purchase.

(b) Site Visits. The Division of Food and Nutrition Services reserves the right to visit the school's meal service facility at any time during normal PGCPs business hours to review the meal service operation and accountability records. Visits should not interfere with School's operation. Reasonable advance notice will be provided.

### 31. Special Education Services:

(a) Students with Disabilities. Each student with a disability under the IDEA enrolled in the Charter School shall be provided a Free and Appropriate Public Education (FAPE) in accordance with federal and state laws and local policies and procedures, specifically, 20 U.S.C. §1400, et seq., the Individuals with Disabilities Education Act (IDEA) and Title 8, Subtitle 4 of the Education Article of the Maryland Annotated Code. The Charter School shall also comply with the Prince George's County Public Schools Special Education Process Guide in the evaluation, identification, discipline or provision of FAPE to students with disabilities under the IDEA.

(b) Individualized Education Team Meetings (IEP Team). The Charter School shall utilize all of the School Board's special education forms and procedures when preparing documentation concerning students with disabilities or suspected of having disabilities under the IDEA. All special education forms and documents shall be prepared using *EXCENT On-line*, or other electronic program designated by the School Board, without exception. The Charter School, in collaboration with the student's parents and a representative of the School Board, shall develop an IEP for each student with a disability under the IDEA enrolled in the Charter School at least annually. The

Charter School shall invite the School Board to all IEP Team meetings by giving at least two (2) weeks prior written notice to the School System's designee, delivered by mail or in person. The Charter School shall ensure that all required IEP Team members, including a student's general education teacher, participate at each IEP Team meeting.

(c) Compliance with PGCPS Initiatives. The Charter School shall comply with all School System special education initiatives and procedures, including the MSDE Corrective Action Plan, the LRE Plan, the Self-Evaluation, the QSPSP (I.I.3) and the Special Education Process Guide. The Charter School shall also promptly comply with all record reviews and audits conducted by the Department of Special Education.

(d) Local Educational Agency (LEA). The School Board shall serve as the LEA at IEP meetings for all students with disabilities. To the maximum extent possible, the Charter School shall hold IEP meetings at times when the School Board's representative is scheduled to be at the School. The School Board and the Charter School acknowledge that IEP meetings must be scheduled at times and dates convenient to parents, and therefore, both parties will make a good faith effort to coordinate meeting dates.

(e) Least Restrictive Environment. Each student with a disability enrolled in the Charter School shall be educated in the Least Restrictive Environment appropriate to meet his or her needs, and as indicated on his or her IEP. Students attending the Charter School will be removed from the general education environment only if the nature and severity of the disability is such that education in regular classes with the use of

supplementary aides and services cannot be achieved satisfactorily. The IEP Team, including the Parent and a representative of the School Board, shall determine an appropriate placement for a student if his or her IEP cannot be implemented at the Charter School.

(f) Cooperation. The Charter School shall work collaboratively with the School Board to address the needs of students with disabilities attending the Charter School. The Charter School shall cooperate with the School Board in any legal or quasi-legal activity regarding the educational program or placement provided to special education students attending or seeking admission to the Charter School, including a due process hearing request or a complaint to the Maryland State Department of Education. The School System shall bear the expense of and undertake representation of the Charter School in any administrative hearing or litigation arising out of a Special Education placement. The Charter School shall be bound by any judicial order, mediation agreement or settlement agreement entered into by the School Board concerning a student with disabilities attending the Charter School. Further, the Charter School shall cooperate with the School Board in undertaking any corrective actions required by any regulatory body, including the Maryland State Department of Education.

(g) Procedural Safeguards. The Charter School shall provide parents of students with disabilities with copies of the Procedural Safeguards as required by law. The Charter School shall utilize the Procedural Safeguards document developed by the Maryland State Department of Education and adopted by the School Board. The School

Board shall provide copies of the Procedural Safeguards document to the Charter School. The special education staffs at the Charter School shall attend all professional development workshops and trainings required by the Department of Special Education. The Charter School shall also participate in and cooperate fully with the Department of Special Education's Staffing Planning process. The School System is to fund and/or provide related services required by student's IEPs, including, but not limited to, physical therapy, occupational therapy, and psychological services. The Charter School shall ensure that a representative of the School Board is invited to participate at any IEP Team meeting at which related services are considered. The failure to comply with the procedural requirements of the IDEA and the Prince George's County Public Schools' Special Education Process Guide may result in revocation of the Charter, pursuant to the provisions of this Agreement.

**32. Students with Disabilities under Section 504 of the Rehabilitation Act:**

The Charter School shall provide a Free and Appropriate Public Education to all students with disabilities under Section 504 of the Rehabilitation Act of 1973 (Section 504). The Charter School shall comply with School System Administrative Procedure 5146, which describes the process and procedures for the evaluation, identification and provision of FAPE for students with disabilities under Section 504. The Charter School shall ensure that a representative of the School System is informed of all Section 504 meetings and is provided an opportunity to participate at such meetings. The School System shall designate a Section 504 representative for this purpose. The Charter School shall further cooperate fully with the School System in the event that a parent of a student

enrolled at the Charter School or seeking admission to the Charter School files a complaint with the Office for Civil Rights (OCR), or requests a Section 504 Review, Mediation or Due Process Hearing. The Charter School shall be bound by and comply with any Judicial Order, Mediation Agreement, decision of the Section 504 Review Committee, OCR Letter of Findings or Settlement Agreement entered into by the School System concerning a student with a disability under Section 504 attending or seeking admission at the Charter School.

**33. Student Records:** The Charter School shall maintain the records of students enrolled at the School in accordance with the Family Education Rights and Privacy Act and COMAR 13A.08.02.01 to 13A.08.01.17. The School Board has the right, at any time, to review any student record or other documentation maintained by the Charter School pertaining to students enrolled at the Charter School. The School Board shall provide the Charter School with all records of students who transfer from other School System schools to the Charter School. Likewise, the Charter School shall provide to the School Board all records pertaining to Charter School students who transfer from the Charter School to another School System school. The Charter School shall immediately secure the records of School System students who previously attended schools outside of the School System.

**34. Retention of Records:** Unless otherwise specified in this Charter Agreement, the Governing Board shall retain and maintain all records and documents relating to this Charter Agreement five years after final payment by the School Board hereunder or any

applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the School Board at a reasonable time and at a reasonable location.

**35. Annual Audit/Evaluation:** No later than November 1 of each year for the duration of this Charter Agreement, the Charter School shall file with the School Board one copy of an independent annual audit of its corporate finances. The independent limited audit shall be conducted by a certified public accountant in accordance with generally accepted auditing standards. The School Board reserves the right to meet with the auditors to review the audit. In addition, the Charter School shall file with the School Board one copy of a management letter issued in conjunction with the independent audit review, or, if the Charter School is then a publicly owned company, its most recent quarterly and annual reports.

The Charter School shall be evaluated annually based on student achievement, established goals/objectives, fiscal management, and other criteria pursuant to its approved Application and this Agreement.

**36. Legal Services:** With the exceptions noted in this Agreement where the School Board agrees to be responsible for legal services, the Charter School and its staff are not entitled to other legal services from the School Board without a reasonable charge specified by the School Board. At its sole discretion, the School Board may at its own expense direct that its legal staff or legal counsel be involved in a matter that is of significance to the School Board.

37. **Modifications/Amendments:** This Charter Agreement may be modified and/or amended during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties.

**38. Assignment:**

(a) Prior Written Consent. This Charter Agreement may not be assigned by any party without the prior written consent of the other party. The Charter School shall not subcontract any of the services specified in this Charter Agreement to a subcontractor without the prior written approval of the School Board. The School Board agrees to provide its response without any undue delay. In the event that any term of this Charter Agreement may be in conflict or deemed in conflict with any term of an approved assignment, the terms of this Charter Agreement shall control and supersede any terms in the subcontract.

(b) Notice to Subcontractors. The Charter School warrants and represents that it has informed its subcontractors, that the School Board is requiring all employees required for the operation of the Charter School, whose functions are covered by a collective bargaining agreement, be employees of the School Board.

(c) Contractual Relationship. The Charter School acknowledges that it has entered into a contractual relationship with (landlord), and that such contractual relationship does not include the School Board. Therefore, in the event of any contractual dispute between the Charter School and (landlord), the Charter School agrees

that it must indemnify and hold harmless the School Board. Moreover, the Charter School shall submit its Lease Agreement with (landlord) to the School Board for its review and approval of the lease relationship between (landlord) and the Charter School.

39. **Notices:** It is understood that there will be many communications between representatives of the parties that do not require official notification to the parties. However, all notices required to be given by one party to the other pursuant to this Charter Agreement shall be in writing, and shall be either hand-delivered, sent by facsimile, or sent by U.S. mail, postage prepaid, addressed as follows:

To School Board:

Chief Executive Officer  
Prince George's County Public Schools  
14201 School Lane  
Upper Marlboro, MD 20772  
Facsimile No.: 301-627-6576

Copy to:

General Counsel  
Prince George's County Public Schools  
14201 School Lane, Room 201F  
Upper Marlboro, MD 20772  
Facsimile No.: 301-952-6056

Copy to:

Chief Financial Officer  
Prince George's County Public Schools  
14201 School Lane  
Upper Marlboro, MD 20772  
Fax: 301-952-6901

Copy to: Charter School  
Representative

Fax:

Copy to: (Charter School Counsel), Esquire

Fax:

**40. Maryland Law Prevails:** The provisions of the Charter Agreement shall be governed by the laws of the State of Maryland, including any future modification of the Act or promulgation of regulations there under.

**41. Compliance with Laws:** The Charter School hereby represents and warrants that:  
(a) it is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Charter Agreement; and (b) it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Charter Agreement.

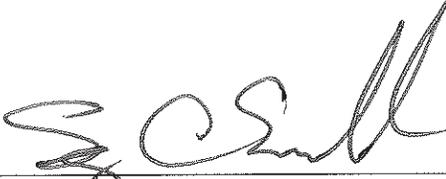
**42. Dispute Resolution:** It is agreed by both parties that every effort shall be made to resolve complaints, issues, or concerns by means of informal communication between the School System and designee of the Charter School Board. All disagreements and

disputes relating to or arising out of this Charter Agreement which the parties are unable to resolve informally, may be resolved under the appeal process provided for requests for waivers in state law and the appeal process governed by 4-205 of the Education Article.

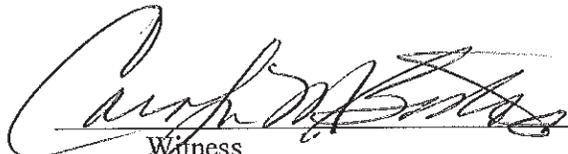
In addition to the covenants and agreements set forth above, the School System and Charter School agree to be bound by those agreements, promises, and covenants set forth in the final approved Charter School Application, incorporated herein, except as those terms as amended by this Agreement, and the bylaws and policies of the School System, and federal, state and local statutes and regulations. This Charter Agreement is contingent upon the approval of the Board of Education.

PRINCE GEORGE'S COUNTY BOARD  
OF EDUCATION

9/16/2013  
Date

  
By: Segun C. Eubanks, Ed.D.  
Board Chair

9/16/2013  
Date

  
Witness

9/10/13  
Date

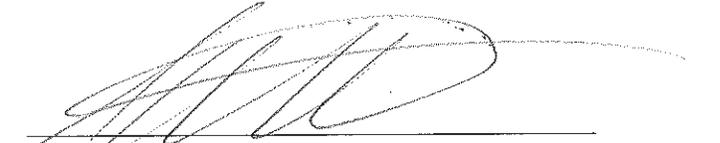
  
By: Kevin M. Maxwell, Ph.D.  
Chief Executive Officer

9/10/13  
Date

  
Witness

PUBLIC CHARTER SCHOOL

9/3/2013  
Date

  
By: Name  
Title Speda Lancaster  
Board Chair

9/3/2013  
Date

OMER OZMERAL  
Witness

**PGCPS Approved for Substantive Content**

A. Duane Arbogast, Ed.D.  
Deputy Superintendent of Academics  
Prince George's County Public Schools

Signature: Allen D. Arbogast

Date: 9/6/13

**PGCPS Approved for Legal Sufficiency**

Shauna Garlington Battle, Esq.  
Acting General Counsel  
Office of General Counsel

Signature: Shauna Garlington Battle

Date: 9/5/13

## Other Attachment File(s)

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INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 11 2005

CHESAPEAKE LIGHTHOUSE FOUNDATION  
INC  
313 MILTON AVE  
GLEN BURNIE, MD 21061

Employer Identification Number:  
83-0356333  
DLN:  
17053128037004  
Contact Person: JEFFERY A CULLEN ID# 31215  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(ii)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
February 5, 2003  
Contribution Deductibility:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

## ALI SONER GURBUZ

Address:



### EDUCATION

- Towson University, Towson, MD, 2009- 2010  
**School Administration & Instructional Supervision Certificate Program**
- Anne Arundel Community College, Hanover, MD, 2005- 2007  
**Teacher Certificate Program**
- George Mason University, Fairfax, VA, August 2001- January 2004  
**Master of Science – Systems Engineering**
- Northern Virginia Community College, VA, August 2000 – August 2001  
**Information Technology related courses (25 credits)**
- Dokuz Eylul University, Izmir, Turkey, 1993 - 1998  
**BS - Economics**

### EXPERIENCE

- Prince Georges County Public Schools 2011-present  
**Principal of Chesapeake Math and IT Academy, Laurel, MD**
- Anne Arundel County Public Schools 2009-2011  
**Acting Assistant Principal of Chesapeake Science Point PCS, Hanover,**
- Anne Arundel County Public Schools 2005-2009  
**Mathematics Teacher, Department Chair, Grade Level Chair, and Activity Coordinator at Chesapeake Science Point PCS**
- Inlingua School of Languages, Arlington, VA 2004 – 2005  
**Computer System Administrator**
- George Mason University, Fairfax, VA 2002 – 2004  
**(GTA) Graduate Teaching Assistant:**

### PROFESSIONAL MEMBERSHIPS

- Member of National Council of Mathematics Teacher
- Member of Association for Supervision and Curriculum Development
- Member of National Middle School Association

### COMPUTER SKILLS

General:  
Windows XP  
MS Office (Word, Excel, PowerPoint, Access, etc.)

Programming:  
Java  
C++  
HTML  
Scratch & Alice

References are available upon request.

## Budget Narrative File(s)

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\* **Mandatory Budget Narrative Filename:**

[Add Mandatory Budget Narrative](#)

[Delete Mandatory Budget Narrative](#)

[View Mandatory Budget Narrative](#)

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To add more Budget Narrative attachments, please use the attachment buttons below.

[Add Optional Budget Narrative](#)

[Delete Optional Budget Narrative](#)

[View Optional Budget Narrative](#)

**Chesapeake Math & IT - South**  
**BUDGET NARRATIVE**

**Equipment**

<b>Instructional Equipment</b>		<b>2014/2015</b>		<b>2015/2016</b>		<b>2016/2017</b>	
<b>Item</b>	<b>Unit Price</b>	<b>#</b>	<b>Total Price</b>	<b>#</b>	<b>Total Price</b>	<b>#</b>	<b>Total Price</b>
Cafeteria Tables	\$ 1,500.00	0	\$ -	4	\$ 6,000.00	4	\$ 6,000.00
Student Chairs	\$ 40.00	0	\$ -	100	\$ 4,000.00	100	\$ 4,000.00
Student Combo Desk	\$ 110.00	0	\$ -	100	\$ 11,000.00	100	\$ 11,000.00
Teacher Desks	\$ 300.00	0	\$ -	5	\$ 1,500.00	5	\$ 1,500.00
File Cabinets	\$ 125.00	30	\$ 3,750.00	15	\$ 1,875.00	15	\$ 1,875.00
Lockers	\$ 75.00	300	\$ 22,500.00	100	\$ 7,500.00	100	\$ 7,500.00
Classroom Cabinets	\$ 1,850.00	18	\$ 33,300.00	4	\$ 7,400.00	4	\$ 7,400.00
Science Labs	\$ 25,000.00	2	\$ 50,000.00	2	\$ 50,000.00	1	\$ 25,000.00
Library Furniture	\$ 25,000.00	1	\$ 25,000.00				
Smartboards	\$ 1,900.00	17	\$ 32,300.00	4	\$ 7,600.00	4	\$ 7,600.00
White Boards	\$ 200.00	0	\$ -	8	\$ 1,600.00	8	\$ 1,600.00
Tag Boards	\$ 125.00	24	\$ 3,000.00	8	\$ 1,000.00	8	\$ 1,000.00
Teacher Laptops	\$ 750.00	20	\$ 15,000.00	6	\$ 4,500.00	6	\$ 4,500.00
Computer Lab Desktops	\$ 550.00	26	\$ 14,300.00	52	\$ 28,600.00	26	\$ 14,300.00
<b>Instructional Equipment Total</b>			<b>\$ 199,150.00</b>		<b>\$ 132,575.00</b>		<b>\$ 93,275.00</b>
<b>Office Equipment</b>							
<b>Item</b>	<b>Unit Price</b>	<b>#</b>	<b>Total Price</b>	<b>#</b>	<b>Total Price</b>	<b>#</b>	<b>Total Price</b>
Networking	\$ 15,000.00	1	\$ 15,000.00	1	\$ 15,000.00		
PA System	\$ 18,120.00	1	\$ 18,120.00				
Office Furniture	\$ 4,000.00	1	\$ 4,000.00	1	\$ 4,000.00	1	\$ 4,000.00
HDTVs	\$ 1,000.00	4	\$ 4,000.00	2	\$ 2,000.00	2	\$ 2,000.00
<b>Office Equipment Total</b>			<b>\$ 41,120.00</b>		<b>\$ 21,000.00</b>		<b>\$ 6,000.00</b>
<b>Equipment Total</b>			<b>\$ 240,270.00</b>		<b>\$ 153,575.00</b>		<b>\$ 99,275.00</b>
<b>Administrative</b>							
<b>Item</b>	<b>Unit Price</b>	<b>#</b>	<b>Total Price</b>	<b>#</b>	<b>Total Price</b>	<b>#</b>	<b>Total Price</b>
Annual Project Directors' Meetin	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
Professional Development	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
<b>Administrative Total</b>			<b>\$ 3,000.00</b>		<b>\$ 3,000.00</b>		<b>\$ 3,000.00</b>
<b>Other</b>							
<b>Instructional Books</b>							
<b>Item</b>	<b>Unit Price</b>	<b>#</b>	<b>Total Price</b>	<b>#</b>	<b>Total Price</b>	<b>#</b>	<b>Total Price</b>
Textbooks	\$ 250.00	300	\$ 45,000.00	100	\$ 25,000.00	100	\$ 25,000.00
Library Books	\$ 20,000.00	1	\$ 20,000.00				
<b>Other total</b>			<b>\$ 65,000.00</b>		<b>\$ 25,000.00</b>		<b>\$ 25,000.00</b>
<b>GRAND TOTAL</b>			<b>\$ 308,270.00</b>		<b>\$ 181,575.00</b>		<b>\$ 127,275.00</b>

**U.S. DEPARTMENT OF EDUCATION  
BUDGET INFORMATION  
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008  
Expiration Date: 04/30/2014

Name of Institution/Organization

Chesapeake Lighthouse Foundation, Inc.

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION A - BUDGET SUMMARY  
U.S. DEPARTMENT OF EDUCATION FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment	240,270.00	153,575.00	99,275.00			493,120.00
5. Supplies	65,000.00	25,000.00	25,000.00			115,000.00
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)	305,270.00	178,575.00	124,275.00			608,120.00
10. Indirect Costs*						
11. Training Stipends	3,000.00	3,000.00	3,000.00			9,000.00
12. Total Costs (lines 9-11)	308,270.00	181,575.00	127,275.00			617,120.00

**\*Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government?  Yes  No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From:  To:  (mm/dd/yyyy)

Approving Federal agency:  ED  Other (please specify):

The Indirect Cost Rate is  %.

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or,  Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is  %.

Name of Institution/Organization Chesapeake Lighthouse Foundation, Inc.	Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.	
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**SECTION B - BUDGET SUMMARY  
NON-FEDERAL FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)						

**SECTION C - BUDGET NARRATIVE (see instructions)**

U.S. DEPARTMENT OF EDUCATION  
SUPPLEMENTAL INFORMATION  
FOR THE SF-424

OMB Number: 1894-0007  
Expiration Date: 07/31/2014

**1. Project Director:**

Prefix:	First Name:	Middle Name:	Last Name:	Suffix:
Mr.	Ali		Gurbuz	

Address:

Street1:	6201 Surrey Square Lane
Street2:	
City:	District Heights
County:	
State:	MD: Maryland
Zip Code:	20785
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)
(301) 350-6052	(301) 776-2322

Email Address:

ali.gurbuz@pgcps.org

**2. Novice Applicant:**

Are you a novice applicant as defined in the regulations in 34 CFR 75.225 (and included in the definitions page in the attached instructions)?

Yes  No  Not applicable to this program

**3. Human Subjects Research:**

a. Are any research activities involving human subjects planned at any time during the proposed project Period?

Yes  No

b. Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #:

No Provide Assurance #, if available:

c. If applicable, please attach your "Exempt Research" or "Nonexempt Research" narrative to this form as indicated in the definitions page in the attached instructions.

<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
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