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ADVISORY NEIGHBORHOOD COMMISSION 3E
TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS
c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015
www.anc3e.org

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (The "Agreement") made this 26th day of January, 2009, by and between the Georgetown Day School ("Applicant") and Advisory Neighborhood Commission ("ANC") 3E.

RECITALS

Whereas: On June 10, 2004, Georgetown Day School ("GDS") came before the ANC (and then later the BZA) requesting permission to renovate and expand its high school facilities, and made promises in writing and representation before the ANC and community.

Whereas: Said permission was granted subject to conditions agreed to by both parties.

Whereas: The GDS renovation and associated agreements (the 2004 Voluntary Agreement) ameliorated many of the issues that had caused hardship to the community, nevertheless, the presence and ingress and egress of 465 students and 95 faculty and staff do cause a burden to the community.

Whereas: GDS now seeks support and permission to increase its enrollment cap to 500 and its faculty and staff cap to 100.

Whereas: GDS recognizes the burden it places on the community and wishes also to support the community and, in the spirit of being a good neighbor has committed, pending acceptance by the groups or institutions involved, that:

1. GDS's community service program will undertake to provide landscape materials and installation of landscaping for the north and east sides of the Safeway.

2. GDS's community service program will undertake to provide landscape materials

and installation of landscaping for Friendship Terrace.

3. GDS will donate $5,000 per year, by April 1st of each year from 2009 through 2013, toward the renovation and upkeep of Friendship (Turtle) Park to enable all members of the community to make better use of that facility.

4. GDS will make available to Janney Elementary School ("Janney") use of its high school field (free of charge and as needed) at times of mutual convenience.

5. GDS will reserve for faculty and administrators from Wilson, Deal and Janney, without charge, 2 places for each school in GDS's nationally recognized summer Equity Collaborative. This professional development opportunity will provide them with instruction and dialogue on such issues as institutional and personal implementation of multicultural perspective and practice.

6. GDS will reserve monies in its financial aid funds each year, up to the total of one full tuition for designation to a qualified applicant to GDS who would especially benefit from a GDS education. These monies will be distributed on a needs basis to such an applicant. Priority for admissions and granting of such financial aid grant will be maintained for an ANC 3E resident. The following conditions will apply: A) recipient must be new to GDS beginning 2008-09, B) may be granted to a student in any grade from pre-k through 12 and will continue for duration of GDS career, C) GDS will provide ANC 3E with the application criteria, D) GDS will inform the ANC that an applicant has been accepted and a scholarship has been granted, and will inform the ANC when the scholarship is once again available.

PMB

7. GDS re-confirms its commitment to all terms of the 2004 Voluntary Agreement.

8. GDS pledges to respond promptly to any specific, reasonable community complaints raised by the presence of GDS students or faculty and staff in the community.

Therefore be it resolved:

ANC 3E does not oppose Georgetown Day School's application before the BZA, No. 17868.

This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter herein and shall not be changed or terminated orally. There are no

other warranties or representations made or relied upon by any of the parties to this matter other than those expressly set forth in said Agreement. This Agreement shall be construed in accordance with the laws of the District of Columbia

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event any part of this Agreement should be determined by a court of competent jurisdiction or the Board of Zoning and Adjustments to be invalid or unenforceable, the validity of the rest of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.

Each party who signs the agreement warrants that he or she is authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below:

APPLICANT: Georgetown Day School

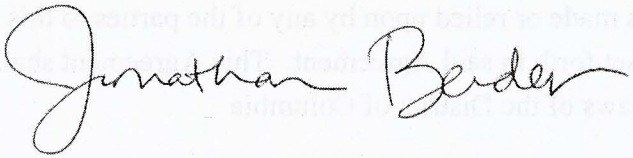
By: Peter Branch

Print Name: Peter Branch

Title: Head of School

Date Signed: 2/23/09

ANC 3E

By: 

Print Name: Jonathan Bender
Title: ANC3E Chairperson
Date Signed: 1/27/2009