

The Goodwill Excel Center Public Charter School



REDACTED VERSION

**Application to the DC Public Charter School Board to
establish a Public Charter School in the District of Columbia**

March 6, 2015

TABLE OF CONTENTS

APPLICANT INFORMATION SHEET	IV
EXECUTIVE SUMMARY	1
A. ESTABLISHING THE NEED	2
1. DEMONSTRATING A NEED	2
2. DEMOGRAPHIC ANALYSIS	9
3. RECRUITMENT AND MARKETING	11
B. EDUCATION PLAN	16
1. MISSION AND PHILOSOPHY	16
A. MISSION AND PHILOSOPHY	16
B. EDUCATION FOCUS	17
2. GOALS AND STUDENT ACADEMIC ACHIEVEMENT EXPECTATIONS	22
3. CURRICULUM.....	23
A. STUDENT LEARNING STANDARDS.....	23
B. METHODS OF INSTRUCTION.....	36
C. RESOURCES AND INSTRUCTIONAL MATERIALS	43
D. ASSESSING LEARNING	44
E. VERTICAL ALIGNMENT AND PROMOTION REQUIREMENTS	46
4. SUPPORT FOR LEARNING.....	51
A. PLANNING YEAR	51
B. SCHOOL ORGANIZATION AND CULTURE	56
C. SAFETY, ORDER AND STUDENT DISCIPLINE	61
D. PROFESSIONAL DEVELOPMENT FOR TEACHERS, ADMINISTRATORS, STAFF	62
E. STRUCTURE OF THE SCHOOL DAY AND YEAR	66
F. FAMILY INVOLVEMENT	71
G. COMMUNITY PARTICIPATION	72
H. EXTRACURRICULAR ACTIVITIES.....	73
C. BUSINESS PLAN	74
1. PLANNING AND ESTABLISHMENT.....	74
A. PROFILE OF FOUNDING GROUP	74
B. PLANNING PROCESS.....	80
2. GOVERNANCE AND MANAGEMENT	83
A. BOARD OF DIRECTORS	83
B. RULES AND POLICIES.....	89
C. ADMINISTRATIVE STRUCTURE.....	93
3. FINANCE	102
A. ANTICIPATED SOURCES OF FUNDS	102
B. PLANNED FUNDRAISING EFFORTS	104
C. ANTICIPATED FINANCIAL OUTLAYS	104
D. FINANCIAL MANAGEMENT AND ACCOUNTING	111
E. CIVIL LIABILITY AND INSURANCE	113
F. PROVISION FOR AUDIT	113

4. FACILITIES	113
A. IDENTIFICATION OF SITE	113
B. FINANCING FOR FACILITIES	114
C. BUILDING MAINTENANCE	115
D. OPERATIONS PLAN	115
1. STUDENT POLICIES AND PROCEDURES	115
A. POLICIES AND PROCEDURES FOR ENROLLMENT AND WITHDRAWAL OF STUDENTS	115
B. STUDENTS WITH DISABILITIES	117
C. ENGLISH LANGUAGE LEARNERS.....	121
2. HUMAN RESOURCE INFORMATION.....	121
A. QUALIFICATIONS OF KEY LEADERSHIP AND SCHOOL STAFF	121
B. STAFFING PLAN	131
C. EMPLOYMENT POLICIES.....	133
3. IMPLEMENTATION OF THE CHARTER.....	138
A. MAINTENANCE AND REPORTING OF ACADEMIC AND NON-ACADEMIC PERFORMANCE DATA.....	138
B. MAJOR CONTRACTS PLANNED.....	140
C. SERVICES SOUGHT FROM THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS	141
D. NON-PROFIT STATUS.....	141
E. TECHNOLOGY PLAN	142
E. BUDGET AND FINANCE	148
1. PRE-OPENING BUDGET	149
2. TWO-YEAR OPERATING BUDGET	152
3. ESTIMATED FIVE-YEAR BUDGET PROJECTIONS	156
4. CAPITAL BUDGET	157
5. CASH FLOW PROJECTION FOR YEAR ONE	158
F. BOARD OF DIRECTORS SUPPORTING DOCUMENTS	161
1. GLEN HOWARD	162
2. CAROLYN STENNETT	166
3. KIM FORD	171
4. ELIZABETH KARMIN	177
5. APRIL YOUNG.....	183
6. CATHERINE MELOY.....	186
7. MICHELLE GILLIARD	190
G. ADDITIONAL REQUIRED DOCUMENTS	199
1. ARTICLES OF INCORPORATION	200
2. CERTIFICATE OF INCORPORATION	205
3. BYLAWS	206
4. BOARD OF DIRECTORS PERFORMANCE EXPECTATIONS	223
5. CODE OF ETHICS.....	225
6. DISCIPLINE POLICY	248

7.	ADMINISTRATIVE AND BUSINESS AND SUPPORT SERVICES AND SUBLICENSE AGREEMENT	253
8.	EXCEL CENTER LICENSING AGREEMENT	292
9.	ORGANIZATIONAL CHART SHOWING RELATIONSHIP AMONG BUSINESS ENTITIES	318
10.	ASSURANCES FORM.....	319
H.	CURRICULUM- NOT INCLUDED IN REDACTED VERSION	
I.	APPENDICES.....	321
1.	GOODWILL OF GREATER WASHINGTON EDUCATION LICENSE	322
2.	GOODWILL OF GREATER WASHINGTON FUNDER LIST	324
3.	RESUME- SCOTT BESS	326
4.	RESUME- JANET RUMMEL	328
5.	RESUME- BRENT FREEMAN	334
6.	RESUME- COLLEEN PALETTA	336
7.	LETTER OF INTEREST- YMCA	339
8.	LETTER OF SUPPORT- UDC-CC	344
9.	LETTER OF SUPPORT- EVENTS DC	346
10.	LETTER OF SUPPORT- RAISE DC	347
12.	LETTER OF SUPPORT- ACADEMY OF HOPE	348
13.	LETTER OF SUPPORT- PROGRESSIVE PARTNERS	349
14.	LETTER OF SUPPORT- TRINITY COLLEGE	350

Application Information Sheet

New Charter School

Name of Proposed Charter School: The Goodwill Excel Center

Name of Entity Applying for Charter Status in DC: The Goodwill Excel Center Public Charter School

Contact Person: Catherine Meloy

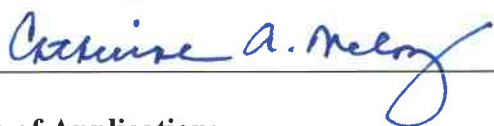
Address: 2200 South Dakota Avenue, NE Washington, DC 20018

Daytime Telephone: (202) 715-2603 **Email:** Catherine.Meloy@dcgoodwill.org

Name of Person Authorized to Negotiate: Catherine Meloy

Must be member of local founding group and not serving as a consultant or affiliated with an educational service provider.

Authorized Signature:



Type of Application:

X New School ☐ Conversion of Existing School: ☐ Public ☐ Private

If conversion, name of the school being converted: n/a

Do you wish to retain the existing school site? ☐ Yes ☐ No

Proposed Start Date: August 22, 2016 **Proposed Year One Budget:** \$5,752,386

Requested Enrollment Ceiling¹

	PK3	PK4	K	1	2	3	4	5	6	7	8	9	10	11	12	Adult	Total
Year 1												82	81	81	81		325
Year 2												88	88	87	87		350
Year 3												90	90	90	90		360
<i>Add additional rows as necessary until reaching capacity.</i>																	
Capacity: Year 2019												90	90	90	90		360

Proposed Location of School, if known (address or area(s) of city): Wards 4,5, 6, or 7 and near a Metro station

Name of Education Service Provider (ESP): Goodwill Education Initiatives, Inc.

List all schools that the ESP currently operates (or has been approved to operate):

¹ This schedule of enrollment ceilings will be included in the proposed school's charter agreement. If the school enrolls more students than are included in this schedule for a particular year, it will not be funded for those additional students. The school may enroll greater numbers in a particular grade, as long as it does not exceed the total enrollment ceiling.

School	Location	Year Opened	Grades Served (now and at capacity)	Number of students (now and at capacity)
The Excel Center – Michigan St.	Indianapolis, IN	2010	9-12 (adults)	353, 360
The Excel Center – Meadows	Indianapolis, IN	2011	9-12 (adults)	342, 350
The Excel Center – Decatur	Indianapolis, IN	2011	9-12 (adults)	233, 300
The Excel Center – Franklin Rd.	Indianapolis, IN	2012	9-12 (adults)	350, 350
The Excel Center – Anderson	Anderson, IN	2012	9-12 (adults)	347, 350
The Excel Center – West	Indianapolis, IN	2013	9-12 (adults)	380, 380
The Excel Center – Kokomo	Kokomo, IN	2013	9-12 (adults)	368, 370
The Excel Center – Lafayette	Lafayette, IN	2013	9-12 (adults)	300, 350
The Excel Center – Richmond	Richmond, IN	2013	9-12 (adults)	288, 325
The Goodwill Excel Center	Austin, TX	2014	9-12 (adults)	150, 150
The Goodwill Excel Center (expansion)	Austin, TX	2015	9-12 (adults)	n/a, 300
The Excel Center – Memphis	Memphis, TN	2015	9-12 (adults)	n/a, 350
The Excel Center – South Bend	South Bend, IN	2015	9-12 (adults)	n/a, 300

Names of Organizations Involved in Planning (if applicable): Goodwill of Greater Washington and Goodwill Education Initiatives, Inc.

LEA Status: Will the school elect to be treated as a Local Education Agency (LEA) for purposes of Part B of the IDEA and Section 504 of the Rehabilitation Act of 1973?²

☒ Yes ☐ No

² DC Council is currently considering a bill that would require all public charter schools to act as independent LEAs for purposes of IDEA and Section 504 of the Rehabilitation Act. For more information about this, contact PCSB at applications@dcpcsb.org.

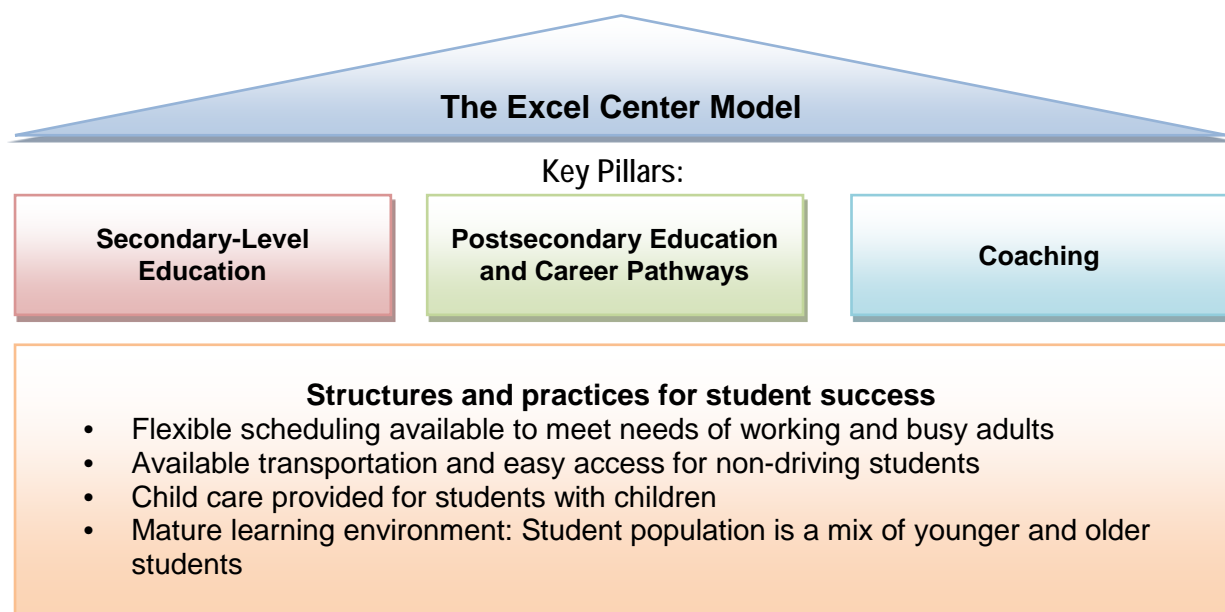
Executive Summary

The Goodwill Excel Center Public Charter School of Washington, DC (“GEC”) will provide adult learners with an academic program that yields a high school diploma. The first of its kind in the District, GEC will fill the gap between traditional high school programs and adult education programs that result in a GED. Building upon a proven model already serving over 3,000 students nationally, GEC seeks to further expand Goodwill of Greater Washington’s (“GGW”) proven record of providing training and academic support to otherwise disengaged adults who have minimal prospects for economic independence in the District due to low academic skills and insufficient job training.

The Washington DC community has a significant need for GEC. Approximately, 63,000 of DC’s adult residents ages 18 and older (about 10% of the population) lack a high school diploma or high school diploma equivalent.¹ As a result, a large portion of the DC community is grossly unprepared to participate in the 21st century workforce – one that will require additional skills beyond high school, whether through an industry certification or postsecondary degree. To address this problem, GEC, in partnership with GGW, is proposing to open a charter school to serve and educate adults who have low income and low basic skills, and who have previously dropped out of high school.

Model Overview

The mission of GEC is to provide adults the opportunity and support to earn a high school diploma and begin post-secondary education while developing career paths in sectors of the local economy that offer better-than-average employment and growth opportunities. GEC will “meet students where they are” in their education by providing a flexible structure and supportive relationships to help them manage work, life and family concerns as they achieve their educational goals. GEC’s education plan has three main pillars: (1) an academic philosophy that meets the goals and needs of adult students, (2) a concentrated focus on College and Career Readiness, and (3) a coaching platform designed to address barriers that impede students continued educational success.



The Excel Center® is a nationally proven school model founded by Goodwill of Central Indiana. To date, the model has expanded to both Texas and Tennessee. The Excel Centers have produced 1,004 graduates with 82% of graduates receiving an industry-recognized credential in sectors with above-average growth potential. Seventy-five percent of graduates are either employed or in college immediately after leaving The Excel Center.

Uniqueness of Model for the District of Columbia

GEC will be the first charter school of its kind in Washington DC, enabling adults who have previously dropped out to return to school and earn a high school diploma. Existing adult education programs and charter schools serve a small fraction of the total number of adults who lack a high school diploma. GED tests are the most common avenue for adult education in Washington DC and are the main offering at most existing adult public charter schools. Results have shown that many residents struggle to complete and pass the GED test. In 2014, 444 District residents took the GED test, 298 completed the test, and 63 passed making the case that another model is needed. Moreover, the majority of existing programs serve residents up to age 24. GEC will serve adults over age 24. Finally, GEC will seek to remove as many external barriers as possible by providing needed supports like child care, transportation assistance, life coaching, and a menu of services not provided by many current schools and programs.

Solid partners to maximize potential for success

GEC is being founded and supported by a team of leaders from GGW and Goodwill Education Initiatives (“GEI”), all dedicated to creating vehicles to help adults move towards greater economic self-sufficiency. GEC is being born out of GGW’s mission to transform lives and communities through the power of education and employment. As such, GGW is fully committed to the success of GEC and plans to provide it with in-kind support and services to ensure the organizational success and financial viability of the school. GGW has eighty years of experience successfully operating a multi-million dollar nonprofit organization that creates and successfully operates new programs – particularly programs that help high-need adults in the District. GGW operates 15 retail stores and nine government custodial contract sites (together employing over 800 individuals who face multiple disadvantages), and leads a workforce development division that provides basic and intensive employment and training services to over 3,000 people annually at four career centers.

GEC looks forward to bringing The Excel Center model to DC so that more individuals may benefit from higher educational attainment and, as such, improved employment opportunities and increased economic self-sufficiency.

A. Establishing the Need

1. Demonstrating a Need

There is a high need for The Goodwill Excel Center Public Charter School (“GEC”) in the District. GEC will address the unique needs of adult learners and provide a new education option that allows adults of all ages to earn a high school diploma.

Need for The Goodwill Excel Center PCS

In the Washington DC community, there are nearly 63,000 adults (approximately 10% of the population) who lack a high school diploma or high school diploma equivalent.ⁱⁱ Only 43% of those who entered ninth grade in the DC area in 2001 graduated. In 2014, the graduation rate of public schools in DC remained low at 61.2%.ⁱⁱⁱ While there has been some improvement, the problem of students not completing high school and earning a high school diploma remains severe. Washington DC maintains the lowest graduation rate of students in the country.

Individuals lacking a high school credential reside throughout the District, but the majority are concentrated in high poverty areas where there is also a high incidence of unemployment. Not surprisingly, the wards with the highest number of individuals without a high school credential also have the highest incidence of unemployment. The correlation between high unemployment and lack of educational attainment is high.

	DC Fiscal Policy Institute, September 2014		DOES Unemployment Data, December, 2014	
Ward	# Adults with less than HS Diploma	% of Ward Population	# unemployed	Unemployment Rate
1	9562	15%	2843	4.9%
2	4671	6%	1337	2.5%
3	1336	2%	1460	2.7%
4	9972	16%	3631	7.8%
5	9915	16%	4819	11.3%
6	6510	10%	3050	5.4%
7	9515	19%	4601	14.3%
8	10582	22%	5299	17%
Total	62,063	About 10% of DC population	27,040	7.3%

Given these statistics, the school will be seeking to locate in wards 4, 5, 6, or 7 where the need is greatest.

The socioeconomic impacts of dropping out of school for this population are severe and numerous. An individual who drops out of high school faces a number of challenges that affect his or her current well-being and future success. High school dropouts have worse health, lower incomes, and fewer job opportunities than the general population.^{iv} In addition, high school dropouts are more likely to have lower earnings, be recipients of government welfare, and are eight times more likely to be incarcerated than high school graduates.^v Research indicates that in addressing the problem of adults lacking a high school diploma, the District will benefit by not only improving the life circumstances of these individuals, but it will also improve the educational outcomes for school-aged children, expand its tax base, and reduce the need for and public spending on social services.^{vi}

Educational Needs of the Population to be Served

Many students struggle to complete their education because skill deficits and life challenges impede progress. In the District, this issue is made even more pervasive because adults participating in educational programs consistently have higher attrition rates compared to other adults, nationally.^{vii} More often than not, adult education programs do not adequately meet the needs of adult learners. Complete College America's 2011 report, "Time is the Enemy," highlights how, for many adults in college, an extended period of time taken to progress through school is a major detriment to their lasting success. Although the report's findings focused on postsecondary education, its lessons about adult learners have been incorporated into the design of GEC (please see the Education Plan for further details). For students who are balancing commute times, family obligations, work and school, lengthy educational programs with few rewards are a major barrier to ongoing success.

Many adult educational programs focus on remediating skill deficits, but do not strategically work to address the many non-academic barriers that keep the vast majority of adults from reengaging in school as well as the issues that led them to drop out of school in the first place. To be effective, adult education must provide supports and flexibility to help students overcome the various challenges to their continued education.

Below are a number of barriers adult students face – which may impact their success in earning a high school diploma – as well as an overview of the ways GEC will work to address and overcome those barriers.

Barrier 1: Low credit attainment and academic skill gaps

Students will arrive at GEC at a variety of academic levels: students will have different levels of *credit attainment*, and they will arrive at different skill levels. In some cases, students may have a transcript that shows they earned certain course credits but, when assessed, their scores may indicate that they do not have mastery over the material.

Solution: Meet students where they are. GEC will work with students in each of these profiles, designing an educational program that meets adult students' needs. To ensure that the school is fulfilling its top two priorities – provide students with an opportunity to earn a regular high school diploma and prepare them for "what comes next"– GEC will dedicate considerable resources to helping students be prepared and successful. GEC will have dedicated remedial efforts for students who are not ready for high school-level coursework, and evaluate progress by regular testing using the Comprehensive Adult Student Assessment System (CASAS) and Scholastic Reading Inventory (SRI) as well as case conferences when appropriate. More information on CASAS and SRI are included in the "Curriculum" section of the Education Plan.

Barrier 2: Traditional school hours interfering with the real demands of adult life

Adults must often prioritize child care needs, family situations, or the need to work over being in a classroom during traditional school hours. The real demands of life may be the reason that some students dropped out of school in the first place and are often barriers to students re-entering school to earn a high school diploma.

Solution: A school schedule that meets the needs of adults. GEC will operate year-round, with five eight-week terms in each calendar year. Credits can be earned each term and students and teachers will work diligently to condense a semester's worth of material into each term. This schedule will allow students to earn credits quickly and make rapid progress towards their diploma. GEC curriculum integrates material across disciplines so that one course combines academic standards, allowing students to earn credit in multiple areas while attending one class. The school will be open to students who prefer to attend classes in the morning, afternoon and/or evening. More information on GEC's school calendar is provided in the "Support for Learning" section of the Education Plan.

Barrier 3: Balancing work and family life

Some of GEC's students will have to take care of their children while also trying to continue their education. Many parents put off returning to school because they lack the ability or financial resources to pay for quality childcare.

Solution: Free and reliable child care for students. To help students continue their education, GEC will operate a child drop-in center. This center allows for children of a student to be cared for while his/her parent is involved at the school. The primary focus of the drop-in center is to give parenting students the opportunity to focus on their education knowing that their children are in a safe and secure environment. The drop-in center will work in close collaboration with GEC. Currently, the YMCA has been identified as a potential vendor to operate the drop-in center. The drop-in center will be a free childcare option for children of parents who are attending GEC.

Barrier 4: Lack of focus

Students entering GEC will be able to focus on school at variable levels as some students balance school work with the needs of work and family. Having previously dropped out of high school, students may also struggle to reengage in their education.

Solution: Addressing challenges outside of the classroom. Life Coaching in The Excel Center model addresses the life barriers and issues that prevent students from being successful. GEC coaches will be responsible for keeping students engaged in school and motivated to be successful. The relationships that coaches create with each student will be a critical factor in student success; those relationships will provide security, confidence and encouragement for students to continue when the work becomes difficult and life barriers become difficult to manage. Coaches will work with students to identify potential barriers to students' continued education, whether short-term barriers (such as food assistance or transportation) or long-term challenges (including student self-efficacy and self-confidence).

Barrier 5: Identifying a career path and setting goals

For most of GEC's students, earning a high school diploma will be the primary reason to return to school, but few students will have thought about which career to enter after graduating.

Solution: Preparing students for "what comes next." GEC will spend a significant amount of time introducing students to high growth, high demand fields where there are good prospects of finding stable employment and a career. GEC's goal is to prepare

individuals for self-sufficiency. A high school diploma is an essential start, but a credential above a high school diploma is essential for ensuring long-term employability in the modern job market: in 4 years, 72% of all jobs in Washington DC will require some postsecondary education.^{viii}

How Needs are Not Being Met Currently by Current School Options

There is a critical need for GEC in Washington DC because the demand for quality education options for adults far exceeds the supply and because existing educational options available to adults do not adequately support adults in obtaining a high school diploma. GEC would be the first charter school in the District to issue standards high school diplomas to adult learners.

The demand for quality educational options for adults far exceeds the supply

A significant number of adults who have dropped out of school have a strong desire to continue their education. In fact, Washington DC is leading the nation in the number of adult public charter schools. There are currently 11 charter schools and three DCPS schools serving adults in Washington DC. These schools have added tremendous value to the community by providing adults with opportunities to continue their education. Unfortunately, however, the number of schools serving adult learners does not match the need. Based on school enrollment data for the 2013-14 school year, these schools had seats to meet the need of only 14% (5,327) of adults lacking a high school credential or diploma leaving significant need that GEC seeks to help fill.

	DC PCSB and DCPS Websites (2013-2014)	DC OSSE and DC PCSB School Enrollment Data (2013-14)	DC Fiscal Policy Institute (September 2014)	
Ward	Approved DC Public Charter Schools Serving Adults / DCPS Schools Serving Adults	# of adults enrolled in each school	# Adults with less than HS Diploma	% of Ward Population
1	Briya PCS	434	9562	15%
	Carlos Rosario PCS	1983		
	LAYC Career Academy PCS	120		
	The Next Step / El Proximo Paso PCS	316		
	Youth Build PCS	116		
2	None	0	4671	6%
3	None	0	1336	2%
4	Roosevelt STAY HS	850	9972	16%
5	Carlos Rosario PCS	NA	9915	16%
	Luke C. Moore HS	364		
	Academy of Hope PCS	NA (opening 2014-15)		
6	St. Coletta Special Education PCS	250	6510	10%

7	Maya Angelou PCS- Young Adult Learning Center	149	9515	19%
8	Academy of Hope PCS	NA (opening 2014-15)	10582	22%
	Community College Prep PCS	167		
	Ballou STAY HS	578		
Total	# Charter Schools= 11 # DCPS Schools= 3	5,327	62,063	About 10% of DC population

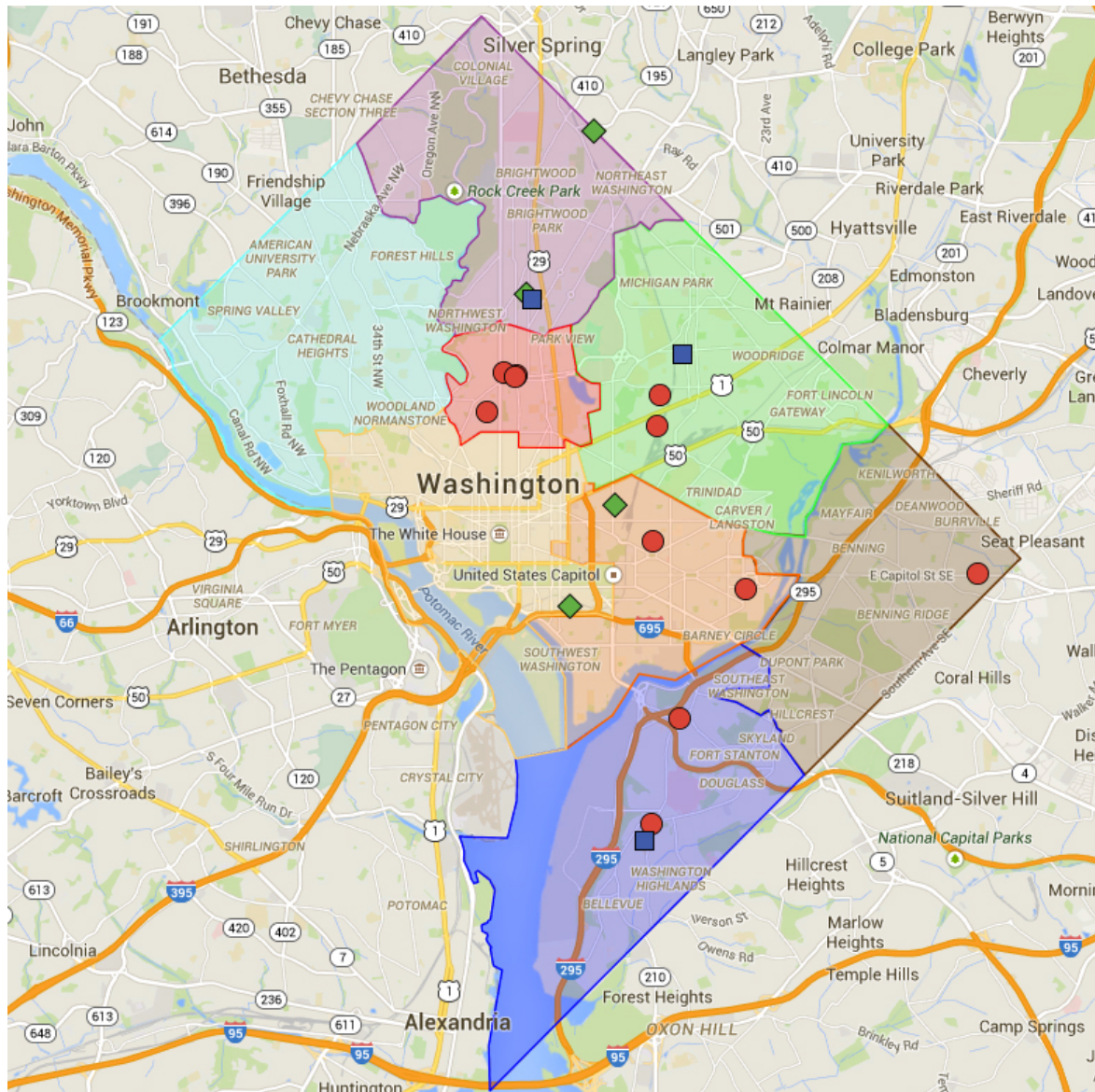
In addition to DC's adult public charter schools, there are at least four DC government entities that administer major publicly-funded adult basic skills programs: the Office of the State Superintendent for Education (Adult Education and Family Literacy Act Programs), DC Public Schools (Ballou STAY and Roosevelt STAY Schools), University of the District of Columbia Community College Workforce Development, and DC Public Library Literacy Resources. The services provided or supported by these agencies vary greatly, from tutoring and provision of the GED practice test to full-time school programs. Together, these agencies served approximately 8,000 residents in fiscal year 2013.^{ix} The number of adults without a high school degree is nearly eight times the number being served. Of the 8,000 served, it is unclear how many are making skills gains, moving into employment, or increasing earnings because only one of the five agencies administering programs has publicly reported data on outcomes.

Most existing educational options available to adults do not offer high school diplomas

Existing educational options available to DC residents do not adequately support adult learners in returning to school to obtain their high school diploma. The school options mentioned previously mainly offer preparation for the GED test. Some offer the National Education Diploma Program (NEDP). Among all adult education options in DC, GED tests are the most common avenue for adults, with 41 GED programs available to residents.

Nationally, only about two percent of all high school dropouts will take a GED test in a given year.^x In the District, this percentage is even lower. In 2014, a total of 444 DC residents took the GED test, compared to the nearly 63,000 who lack a high school diploma or equivalent. Of those who took the test, 298 completed the exam, and only 63 individuals passed.^{xi} Studies have challenged the long term benefits of earning a GED. Some economists argue that any wage benefits earned by GED recipients are largely explained by GED earners' higher initial skills.^{xii} While other reports have shown strong psychological and social benefits of earning a GED, especially when a GED is used to prepare students for post-secondary education, *the overwhelming majority of GED earners do not complete higher levels of education, and earnings for those with a GED are not significantly different than earnings for high school dropouts.*^{xiii}

Washington DC Landscape Serving Adults



Map Key

Washington, DC Wards Area

Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8
● Existing Charter Schools serving adults	■ DCPS Schools	◆ Potential Excel Center Sites Reviewed					

2. Demographic Analysis

Target Population Analysis

GEC will seek to enroll students 18 and over who have not completed high school and have either dropped out or are severely under-credited compared to their cohort. Demographic data indicate that over 1 in 10 adult residents of the District, regardless of age group, do not have a high school diploma.^{xiv} Research from DC Appleseed^{xv} indicates that of the nearly 63,000 DC adult residents who lack a high school diploma, approximately 75% are of working age, between the ages of 18 – 64 years old. 85% of these residents are 25 or older, placing them beyond the age requirement for youth services. Furthermore, nearly 80% speak only English at home – indicating that most of these residents' basic skills needs are not due to a language barrier. Given that the majority of DC residents without a high school diploma are over 25, GEC's target population will be adults 25 and older who have not completed high school.

GEC anticipates that a disproportionately high number of low-income students will enroll in the school. With almost 80% of the DC population ages 16-24 who are without a high school diploma being African American,^{xvi} GEC also anticipates having a disproportionately high population of minority students.

Projected Student Demographics:

Race/Ethnicity					Special Education ¹				English Language Learners	Low Income
Black	Hispanic / Latino	White	Asian	Other	Level 1	Level 2	Level 3	Level 4		
80%	10%	2%	2%	6%	15%	10%	4%	1%	10%	80%

Demographics of Similar Schools:

The following tables provide comparison data of existing schools most similar to GEC in that they offer students a high school diploma.

Similar School 1		Roosevelt STAY High School ²		
Ward & Neighborhood Cluster		School Type	Total Enrollment	Low-Income
4		Adult/Voc Ed	850	57%
Black		Hispanic / Latino	White	Asian
80%		19%	0%	1%
				Other
				0%
Special Education			English Language Learners	
4%			2%	

¹ Level 1: 8 hours or less per week of specialized services

Level 2: More than 8 but less than or equal to 16 hours per week of specialized services

Level 3: More than 16 but less than or equal to 24 hours per week of specialized services

Level 4: 24+ hours per week of specialized services

² Data retrieved from <http://profiles.dcps.dc.gov/Roosevelt+STAY+High+School+@+MacFarland>

Similar School 2		Ballou STAY High School ³		
Ward & Neighborhood Cluster	School Type	Total Enrollment	Low-Income	
8	Adult/Voc Ed	578	39%	
Black	Hispanic / Latino	White	Asian	Other
99%	1%	0%	0%	0%
Special Education			English Language Learners	
5%			0%	

Similar School 3		Luke C. Moore High School ⁴		
Ward & Neighborhood Cluster	School Type	Total Enrollment	Low-Income	
5	Alternative	364	%	
Black	Hispanic / Latino	White	Asian	Other
96%	3%	0%	0%	1%
Special Education ⁵			English Language Learners	
8%			0%	

Across Washington DC, there are 11 charter schools that serve adult learners including: Academy of Home PCS, Briya PCS, Carlos Rosario International PCS, Community College Preparatory Academy PCS, LAYC Career Academy PCS, The Next Step/EI Proximo Paso PCS, Maya Angelou PCS – Young Adult Learning Center and YouthBuild PCS. GEC will complement rather than compete with these existing educational options because it will be the only school in Washington DC that both serves students over the age of 24 and leads to a high school diploma. Moreover, GEC anticipates that its means of addressing the major barriers that adult students face in reengaging in school (please see “Establishing the Need” section), will attract a large number of students, despite the various other educational options available to them.

Accommodating Students outside of the Target Population

As a free public charter school, all students will be welcome to enroll in and attend GEC. As needed, GEC will be able to make accommodations for students, including students who are performing above grade level, are significantly behind their peers, have special needs, or are English Language Learners. Specifically, the program and support services that will be made available to GEC’s students include:

³ Data retrieved from <http://profiles.dcps.dc.gov/Ballou+STAY+High+School>

⁴ Data retrieved from <http://profiles.dcps.dc.gov/Luke+C.+Moore+High+School>

⁵ Data retrieved from http://osse.dc.gov/sites/default/files/dc/sites/osse/publication/attachments/2013_Equity_Report_PCSB_External_Maya%20Angelou%20PCS%20%E2%80%93%20Young%20Adult%20Learning%20Center.pdf

- A comprehensive and sequenced education plan that meets students “where they are” in their education and builds upon skills to improve student persistence and mastery in school;
- Development of a unique education plan for every student (including those not requiring special education services);
- Access to a life coach, who will help each student address all academic and non-academic barriers to their educational success;
- Remediation and basic skills labs for all students who enter GEC with math or reading skills below grade 9;
- Embedding remediation into the regular educational design so that students do not waste any time prior to earning high school credits;
- Small class environments for students to receive more individualized attention and instruction;
- Flexible schedules, allowing students to balance school, work and family needs;
- No regular classes scheduled on Fridays, allowing students to receive additional supports from teachers as well as attend to life and family demands;
- Access to a Career Pathways Specialist and College Transition Counselor to help students navigate the transition from high school to postsecondary education and/or a career;
- Free onsite childcare for students; and
- Free access to public transportation.

3. Recruiting and Marketing

a. Recruitment of Students

Student Recruitment Plans

Outreach Efforts

Research shows that underrepresented and minority student groups are more likely to drop out of school. Academically low-achieving students, students with disabilities, and other at-risk youth all have higher rates of not completing school than others. With its focus on older students who have not graduated from high school, GEC will intentionally seek out prospective students from under-represented and marginalized groups. With nearly 63,000 current high school drop-outs in Washington DC, and the number growing each year, the pool of prospective students to fill 325-360 available slots is substantial.

GEC staff will be responsible for student recruitment for the school but will be assisted by the marketing/communications staff of GGW in the development and execution of the school's marketing plan. GGW has a proven record of marketing and recruiting to the population GEC seeks to enroll. Most recently, in the fall of 2013, GGW recruited over 3,000 unemployed and underemployed District residents to participate in the Marriott Marquis Jobs Training Program. Enrollment goals were exceeded by 40% as a result of GGW's aggressive and diverse recruitment strategies and highly regarded brand. Thus, GGW has a proven track record of attracting and recruiting this student population. GEC will build on best-practices and lessons learned from GGW's experience in the District with the target population to meet recruitment needs.

GEC anticipates recruiting through a number of new and existing community channels:

- Outreach to current and prospective partner organizations.** Several meetings have been held to fully explain the aim of GEC, its target student population and to seek alignment with partners in education and workforce development, and the public and social services sectors. Meetings will continue as the planning and implementation phases progress. Once approved, the GEC concept will be shared with a broader number of organizations that work with populations that are unschooled and/or unemployed or underemployed. GGW will place special emphasis on seeking new partners in business, government, education and faith-based networks whose work focuses on underserved populations. These current and future partners will be key referral channels by sharing the GEC option with their students and clients as appropriate. GEC will also connect with the DC ReEngagement Center as a referral source to attract disconnected youth and young adults to GEC. GGW's Vice President of Workforce Development is a member of Raise DC's Disconnected Youth Change Network that has been established to serve as a Community Advisory Board of the DC Youth Re-Engagement Center. Application information will be distributed to this board comprised of government, community-based, and school leaders. Finally, GGW will tap into member organizations to which it belongs, such as the Ward 8 Workforce Development Council and DC Jobs Council. Following is a list of some of GGW's current referral partners.

Sample of Community Partners that accept GGW students to receive supportive services & refer students to training programs	
AARP Foundation	Latin America Youth Center
America Job Centers	Oxford House
Anchor Mental Health Services	Pathways DC
Byteback	Edgewood Brookland Family Support Collaborative
Capitol Community Services	Salvation Army
Catholic Charities	So Others May Eat (SOME)
Community Connections	St. John's Community Services
DC Rehabilitation Service Administration	The ARC of DC
Department on Employment Services (DOES)	The HSC Foundation
Department of Human Services ESA/FSET Program	The Training Source
Friendship Place	UDC-Community College
Jubilee Jobs	Volunteers of America
Sample of Community Partners that just refer students to training programs	Sample of partners that will accept GEC's students for supportive services
Walter Reed Community Recreation Center	Dress for Success
DC Housing Authority	Howard University Dental Clinic
District of Columbia Public Schools	Partnership for Prescriptions
Green Door	RCM of Washington
Linden Resources	WMATA Discount Services

National Shrine	Partners that can advertise GEC programs
One DC	DC Jobs Council
Project ReDirect	Ward 8 Workforce Development Council
Work Opportunities	United Way of the National Capital Area

Preliminary meetings have also been held with a variety of education and workforce development organizations. The goal has been to introduce The Excel Center model in an effort to lay the groundwork for future discussions leading to collaborations and information-sharing that mutually facilitate student recruitment for all programs. This will expand the ability to place students in the appropriate setting to meet their current needs and future training and/or matriculation goals.

- **News media releases:** Information announcing GEC as a new school option, school enrollment and application requirements will be released to all local media channels, including television, radio and print media. In addition to regular news coverage, GEC will seek guest spots on the news, talk shows, and feature segments.
- **Public information meetings:** To supplement other strategies, a number of neighborhood-based informational meetings will be announced and held. This will allow direct interaction with prospective students and allow them to meet staff, ask questions and pick up enrollment application materials. Target locations for public information meetings will include public libraries and community centers.
- **New website development:** GGW will develop a website for GEC. The website will include academic program descriptions, enrollment information, application forms and frequently asked questions. Posted information and materials will be provided in English and Spanish.
- **Social media:** Facebook and email blasts will be utilized to disseminate information about GEC and upcoming events.
- **Word of mouth:** Since its inception in 2010, strong word of mouth has been the most successful recruitment tool for recruiting student applicants at The Excel Centers in Indiana. Once individuals began to hear about The Excel Center, interest grew rapidly. Likewise, for GGW, word of mouth has been the most effective means in attracting the over 1,300 new applicants who have entered its programs over the past two years.

Timeline for Student Recruitment

Once GEC is approved as a charter school, GGW's marketing team will begin implementation of a recruitment/marketing plan. While approval is expected by June, 2015, a general call for student applications will not begin immediately; taking applications a full year from GEC's opening in Fall 2016 would likely result in a significant number of people "dropping out" before school begins.

GEC's marketing/recruitment plan will be phased. Phase 1 will focus on continuing to build greater awareness among key partners and agencies that directly serve large numbers of high school dropouts, underemployed or unemployed persons, students

with disabilities, English Language Learners, etc. This will help prepare key partners to refer and direct prospective students to GEC as appropriate. Phase 2 will focus on broadcasting information about admission criteria and the application process to a much broader audience: the general public. Public information meetings and postings will target areas and zip codes containing high percentages of dropouts.

The Goodwill Excel Center – Student Recruitment Timeline			
Date	Tactic/Activity	Audience(s)	Channel(s)
June 2015	Charter approval announcement	General public	-Media release -Website posting with general information
August – December 2015	Referral network formation; articulation agreement finalization with education and training partners; discussions with student referral sources continue; develop GEC website	Universities, community colleges, workforce development partners; organizations and agencies serving underserved populations, at-risk students	-Partner Info Meetings -Info packets sent electronically -Website updates -Media release
January 2016	Student applications timeline released	Organizations/agencies General public	-Email, social media -Website update -Media release -EdFEST
January – June 2016	Student applications posted and accepted; open enrollment; student recruitment continues	Organizations/agencies General public	-Email, social media -Media release -Website -Public info meetings
June 2016	Student application deadline	Prospective students	
June 2016	Enrollment lottery held	Prospective students	-Email, social media -Website updates -Direct contact with applicants
June – July 2016	Student notification letters released	Students	-Letters of acceptance mailed to students
August 2016	Orientation enrollment period begins – 2 days	Students	-School site orientation
August 2016	Classes begin	Students	School site

Media releases will seek news/editorial coverage in mainstream and alternative media, including those serving Latino and other minority audiences. GEC does not anticipate a large amount of paid advertising will be needed, but will be prepared to supplement with paid spots in print and targeted radio channels should that be required.

Ensuring Adequate Enrollment

Because there are 11 existing adult charter high schools in Washington DC and other adult education options through DCPS and non-charter school GED programs, GEC recognizes that there will be some competition for the same target population: adult students who have previously dropped out of high school. To ensure adequate enrollment at GEC, it will work to differentiate itself from other adult charter schools in all of its marketing and student recruitment efforts. GEC will market itself as the first academic program of its kind for adults, offering a free public high school option for

adults to earn a high school diploma – not a GED – and also explain the benefits of a high school diploma over a GED. It will also advertise that it has free onsite childcare available to parents of young children and provides students with free public transportation assistance, if needed.

Because GEC will be the only charter school in Washington DC that both serves students over the age of 24 and provides a high school diploma, the school anticipates meeting its enrollment targets at opening and maintaining its enrollment throughout the school year. In the event that GEC is under-enrolled, GGW will be available to assist the school in addressing budget shortfalls or other financial concerns, including by allowing late payment of the fee payable to GGW for providing management services. If the school is under-enrolled, GEC may also:

- Invest additional resources into increasing community involvement; more partner organizations that can provide referrals, increased penetration into hard-to-serve populations (including GGW's own employee population).
- Seek additional funding sources to support the school's operations. Grants, private donations, and additional funding streams for adult education would be considered.
- Adjust the school's hours of operation to meet student need more efficiently. Staff would analyze student attendance patterns and decide where to cut back operating hours while providing access when most students still require services.
- Reduce staff size, as a last resort.

Fair and Equitable Enrollment Process

During the school's startup phase, GEC will take applications from students who desire to be included in the class. If a large number of students apply to the school, GEC will hold a lottery in June 2016 to select its first 300 - 325 students. The lottery will only include students who have completed an application. GEC will not offer preference slots in its lottery. Numbers will be drawn at random and students whose numbers are selected will be offered the opportunity to enroll at the school right away. Students whose numbers are not selected will be added to the waiting list and invited to enroll when seats become available.

To ensure non-English speakers have equitable access to enrollment, the school will publish its application in Spanish, (the dominant language other than English for the target population). The school will also publish recruitment materials in Spanish.

As a public charter school, GEC accepts every individual who applies to enroll and will not limit enrollment based on prior academic performance or intellectual ability, race, socio-economic status, religion, disability, nationality, immigration status, or any other factor that may be considered unlawful. All students will be guaranteed a fair and equitable opportunity to enroll in and attend the school.

Accommodating Future Growth

In order to maintain the positive relationships that benefit adult learners, GEC is intentionally designed to be a small school. Over the course of three years, GEC

intends to grow from approximately 325 students in August, 2016 to 360 students in the fall of 2018. During this growth period, the school will not need to expand its school facilities or acquire a significant amount of additional resources to serve a slightly larger student body. GEC will open with the space and staff necessary to serve the maximum student enrollment capacity and will acquire additional resources on an as needed basis.

After demonstrating school success, in the event that GEC has a large waiting list and the demand for the school outpaces its capacity, GEC will file an application to amend its charter and seek to open another school of similar size in a new DC location.

Enrollment Policy for Midyear and Non-Entry-Point Grades

During GEC's academic year, some students will leave the school (either by graduating or by withdrawing from the school). When this happens, the student's vacated space in the school is back-filled by students on the waiting list. The waiting list is maintained year-round with students who are wishing to enroll in the school during the 8-week term.

B. Educational Plan

1. Mission and Purpose of the Proposed Public Charter School

a. Mission and Philosophy

Mission

The mission of GEC is to provide adults the opportunity and support to earn a high school diploma and begin post-secondary education while developing career paths in sectors of the local economy that offer better-than-average employment and growth opportunities. The school will “meet all students where they are” in their education by providing a flexible structure and supportive relationships to help them manage work, life and family concerns as they achieve their educational goals.

Philosophy

The Excel Center model was designed with “the 3 R's” at its foundation: Relationships, Relevance, and Rigor. Adult learners benefit from strong relationships with peers and staff. These relationships provide consistent support for student education, strengthen motivation to achieve goals, and build resiliency to overcome obstacles that may impede progress. Students who have previously dropped out of school require flexibility in their educational programs. Students will enroll in GEC at various skill levels and abilities and will balance their educations with many life obstacles, including work and family obligations. Many students may also enroll in GEC with a history of poor academic performance or other educational obstacles such as cognitive disabilities or a language barrier. Therefore, GEC will use a “one student at a time” method in which each student will establish his or her educational goals and move at his or her own pace to achieve learning goals. GEC's primary focus is to develop each student's ability to be successful in post-secondary environments and to develop the skills required in the modern workforce.

b. Educational Focus

Educational Focus

GEC's education plan has three main pillars: (1) an academic philosophy that meets the goals and needs of adult students, (2) a concentrated focus on College and Career Readiness, and (3) a coaching platform designed to address any barriers that impede a student's continued educational success. Please see the graphic on the following page.

Academic Instruction for students who have dropped out requires flexibility in the design of the educational program. Students will enroll in GEC at various skill levels, need different numbers of credits, and many will balance their educations with life obstacles, including work and family obligations. Therefore, GEC will use a "one student at a time" method where each student will establish his or her educational goals and move at his or her own pace to achieve learning goals. Every student at GEC will have a unique education plan, and school staff will work with each student to craft an educational program that fits his or her specific needs.

The environment within GEC is designed to meet adults' learning needs by encouraging them to see the relevance and importance of their education while providing a mature environment for learning and discussion. The school is designed to reflect the characteristics of educational environments that benefit adult learners, including open discussion, self-directed learning and personal accountability.

The Excel Center Model

Key Pillars:

Secondary-Level Education

- Accelerated pace of learning and credit attainment
- Instruction by both licensed instructors and tutoring by unlicensed resource staff
- Classroom instruction paired with online credit recovery
- Resource Area provides intensive support to students in need of additional assistance
- Credits can be earned for valid and relevant work experience
- Student testing

Postsecondary Education and Career Pathways

- Strong relationship with local community college provider
- *Test-approved* students able to enroll while still taking high school classes
- Dual credit course offerings available for students
- Students can work towards certificates and associates degrees
- Extensive preparation & follow along for students in college
- Partnering with industries to

Coaching

- Goal to promote continued retention of students by addressing life barriers
- Students placed into cohorts and meet one-on-one with a coach
- Coaching addresses life skills, locating community resources, and creating future plans
- Proactive barrier removal for critical life / work issues
- Effective selection of coaches as a key barometer of success

Structures and practices for student success

- Flexible scheduling available to meet needs of working and busy adults
- Available transportation and easy access for non-driving students
- Child care provided for students with children
- Facility has sufficient space for a resource area, classrooms, cohort and one-on-one meeting spaces
- Mature learning environment: Student population is a mix of younger and older students

GEC will establish a learning environment that meets adults where they are academically. Students will participate in fixed-time classes in which they cover key academic subjects in language arts, mathematics, social studies and science. These courses are designed for students to build skills, learn material, and engage with one

another. However, many students will come to GEC requiring significant remediation and special supports. For these students, reading, math, and basic skills labs will allow them to learn critical information when they need it. Classes will include between 10 and 15 students in each course. Courses often integrate material from multiple disciplines, allowing students to demonstrate learning standards in an integrated plan that brings together a number of different skills and precedents.

Additional resources will support the unique needs of adults outside of the fixed-length core courses. A portion of credits are attainable via an online credit recovery format. In addition, students who have demonstrated high skill levels (as shown on by high scores on the ACCUPLACER exam) will be eligible to enroll in dual credit courses, thereby beginning their pathway and success in working towards postsecondary education goals.

Technology features prominently in the design and delivery of academic content for GEC. Coursework is presented in multimedia formats, reaching different personalities and groups. In addition, students will be able to participate in computer-based instruction for online credit recovery, CASAS testing and tutoring-based work.

Postsecondary Education and College and Career Readiness will prepare students to learn the general skills necessary to become successful in 21st-century workplaces. The Partnership for 21st Century Skills developed a framework that identified many of the critical competencies and skills essential to students preparing to enter the workforce in the 21st century. These skills are grouped into four general categories: a strong mastery of core subjects and knowledge of 21st century issues; life and career skills; learning and innovation skills; and information, media and technology skills.^{xvii} Building upon the Common Core's focus on 21st Century Skills, GEC will emphasize these skills so that students are better prepared for the modern workforce. Students will build on themes and case studies applied in workplace contexts, encouraging them to develop and demonstrate skills that will be valuable in workplace environments. Opportunities for students to demonstrate these skills are woven into core content. The school's emphasis on these skills will enable each student to understand how mastery of the core curriculum can be used as a means to develop skills that will be important in his or her career.

Many individuals who have dropped out of school will re-enter the educational system when they find that there are few employment opportunities available for individuals who lack a high school diploma. To respond to this demand, GEC's coursework and learning environment will enable students to access greater career opportunities. Students' educational plans will build towards post-secondary certificates and/or advanced degrees that lead to high growth, high demand careers with better-than-average growth potential in the local economy. These academic goals will include courses at post-secondary institutions, including the University of the District of Columbia – Community College (UDC-CC), and in GW's existing and successful credentialing programs that offer tangible skills training to equip students for future careers.

GEC will introduce students to the benefits, details, and possibilities of a number of careers, and help to outline the path a student may take to enter a career in a given field. GEC will prioritize high growth, high demand industries in the DC area, including construction, healthcare, hospitality and tourism, information technology and office administration, and security and protective services. Students interested in the hospitality and tourism or security and protective services industries can participate in GGW's existing credentialing programs. For most of GEC's students, earning a high school diploma will be the primary reason for them to return to school, but few students will have thought about what career to enter after graduating. Therefore, GEC will spend a significant amount of time introducing students to industries and fields where there are good prospects of finding stable employment and finding a career in an industry with growth potential.

Coaching in The Excel Center model is designed to address the life barriers and issues that prevent students from being academically successful. GEC coaches will be responsible for keeping students engaged and motivated in the school. The relationships that coaches will create with each student will be a critical factor in student success, as those relationships will provide security, confidence and encouragement for students to continue when the work becomes difficult and life barriers become difficult to manage. Coaches will work with students to identify potential barriers to students' continued education, whether those are short-term barriers (such as housing and childcare) or long-term challenges (including student self-efficacy and self-confidence).

GEC will prepare students for and introduce them to post-secondary education through opportunities that are relevant to their educational and career goals. Students will cover the basic requirements to receive a high school diploma and enroll in some form of postsecondary education, whether a certificate or credential program or a track moving towards an associate's or bachelor's degree.

GGW will provide a great deal of assistance in implementing GEC's coaching model. For over 10 years, coaching services have been provided to students enrolled in GGW's skills training programs. Furthermore, for the past two years, every entry level employee of GGW has been paired with a coach to help him/her navigate life's obstacles.

Evidence-based support: The curricular foundation of GEC is based upon significant evidence that its model meets the educational needs of adults. The foundation of GEC's curricular approach is found in: Brookfield, S. (1987) *Developing Critical Thinkers: Challenging Adults to Explore Alternative Ways of Thinking and Acting*,^{xviii} *Mentoring Adult Learners: A guide for Educators and Trainers*,^{xix} and *Mentor: Guiding the Journey of Adult Learners*.^{xx}

A significant number of both youth and adults who have dropped out of school nevertheless show a strong desire to continue their education. However, many students struggle to complete their education, as skill deficits and life challenges often impede progress (please refer to the "Establishing the Need" section).

Many of these struggles are such that traditional approaches to re-engaging this population are often insufficient. The 2006 Gates Foundation report, “The Silent Epidemic,” surveyed dropouts about the reasons they left school. The research indicated that failing in school was cited by only 35 percent as a reason for dropping out. Instead, a substantial portion of students left school for non-academic reasons. In particular, life circumstances such as needing to work, pregnancy and parenting, or caring for other family members were most prominent.^{xxi} These challenges also affect the structure of how students continue their education.

Complete College America’s 2011 report, “Time is the Enemy,” highlights how, for many adults in college, taking an extended period of time to progress through school is a major detriment to their lasting success. Although the report’s findings focused on postsecondary education, its lessons about adult learners have been incorporated into the design of GEC. For students who are balancing commute times, family obligations, work, and school, lengthy educational programs with few rewards are a major barrier to ongoing success. The following elements of Complete College America’s recommendations have been incorporated into the academic design of GEC:

- *Use block schedules with fixed and predictable classroom meeting times.* GEC’s classes will be 90 minutes each day, with student schedules fixed for each 8-week term.
- *Allow students to proceed at a faster pace, with shorter academic terms, less time off between terms, and year-round scheduling.* GEC’s year-round calendar takes minimal breaks and operates on five 8-week terms, as shown in the academic calendar provided in the “Support for Learning” section of the Education Plan.
- *Simplify the registration process.* Students will enroll in one coherent program during iExcel (student orientation).
- *Form peer support and learning networks.* Students will build relationships with other students and teachers in GEC’s small school environment. In addition, life coaches will work to ensure that students remain engaged in the school’s academic program and feel like they belong.
- *Embed remediation into the regular educational design, so that students do not waste time before they start earning credits.* Two courses (Foundations Math and Competency English) allow students to earn elective credit while providing remedial work.^{xxii}

The Excel Centers in Central Indiana have demonstrated that this model is effective in engaging adults who have dropped out of school and in leading them to earn high school diplomas and beyond. There are now nine Excel Centers, serving approximately 3,000 students in five cities in Indiana. There have been 1,004 Excel Center graduates since the school opened in 2010. Of those graduates, nearly 82% have earned an industry certification and 26% have earned at least three college credits at the time of graduation.

How GEC Adds a Quality School Option

GEC will complement the existing array of educational options currently available to adult students. As explained in the “Demonstrating the Need” section, existing adult education programs only serve a fraction of the total number of adults who lack a high school diploma. Furthermore, GED tests are the most common avenue for adult education, especially in Washington DC, while other schools only serve students up to age 24 and limit opportunities for older students.

GEC will work to address many of the barriers that keep the vast majority of adults from reengaging in school as well as the issues that led them to dropping out of school in the first place. GEC will provide a structured environment that meets the particular needs of adult students as they work towards a high school diploma. Adult learners often face additional non-academic barriers to their educational success, many of which were prominent reasons that students dropped out of school in the first place. Several of these other reasons remain significant barriers to their educational progress; effective educational opportunities for adults must provide supports and flexibility to promote student achievement while maintaining a learning environment that helps students overcome the various challenges to their continued education. Because students will enter GEC at a variety of skill and credit levels, the school environment will be flexible enough to give each student a realistic path for their educational success and a possible career.

2. Goals and Student Academic Achievement Expectations

GEC anticipates that it will be eligible for PCSB’s Alternative Accountability Framework and is therefore adopting individual goals. GEC anticipates this eligibility for a number of reasons including:

1. The school intends to serve adults who have previously dropped out of high school and wish to re-engage in their education and, as such, it is highly likely that at least 60% of students will be at least two years over-aged and under-credited for their grade level;
2. Because it will be serving an adult population of students, it is anticipated that a number of students will either be pregnant or parenting;
3. The mission of GEC is to serve individuals who have previously dropped out of high school and are therefore at-risk of academic failure and dropping out of school again; and
4. Students will enter GEC in grades 9-12 and students will work towards earning a DC high school diploma.

Individual Goals

The table below outlines the goals that have been identified to capture the critical, unique aspects of GEC’s mission and program as well as student academic achievement.

Indicator	Description	Measure	Rationale
Student Progress	80% of students enrolled for at least 4 hours a day will earn 2 credits per term	Student transcripts	This indicator shows that students are progressing in GEC’s curriculum and academic program towards a high school diploma

Student Progress	80% of students will be at or above a 9 th grade reading level, or grow at least 1 grade level per 8-week term until they reach the 9 th grade level	Scholastic Reading Inventory	This indicator shows that students are gaining the skills and academic foundation needed to successfully master standards and earn a high school diploma
Student Achievement	80% of graduates will score 236 or higher on the CASAS reading assessment	CASAS	This indicator shows that students are demonstrating proficiency in reading by the time they graduate
Student Achievement	80% of graduates will score 236 or higher on the CASAS math assessment	CASAS	This indicator shows that students are demonstrating proficiency in math by the time they graduate
Gateway/Post-Secondary Readiness	Each year, GEC has a modified graduation rate ⁶ of at least 25%	The total number of graduates divided by the October student enrollment count	This indicator shows that students are fulfilling graduation requirements and earning a high school diploma at the same rate that a traditional high school student would
Gateway/Post-Secondary Readiness	On an annual basis, at least 60% of graduates will graduate having earned at least 3 college credits or an industry-recognized certification	Student college transcripts and industry certification exam results	This indicator shows that students are leaving GEC, prepared to enter college and/or join the workforce
Student Engagement	The school's overall attendance rate is at least 70%	Student attendance records	This indicator shows that students are engaged in their education by maintaining attendance at the school
Student Engagement	At least 80% of students remain enrolled each term	Student enrollment records	This indicator shows that students are engaged in their education by maintaining enrollment at the school
Mission-Related	At least 75% of graduates will enroll in college or be gainfully employed within 6 months of graduation	Student reports	This indicator shows that the school is preparing students to improve their economic self-sufficiency by either continuing their education or receiving gainful employment

3. Curriculum

a. Student Learning Standards

The Excel Center network has seen proven success in educating students who have previously dropped out of high school, and a curricular model that accelerates the time it

⁶ GEC proposes using a modified graduation rate. Using a traditional cohort graduation rate is problematic for GEC because the majority of students are behind their graduation cohort due to not being actively enrolled in school for a number of years. Furthermore, an accelerated education program leads many students to graduating in 2 years or less (or more based on a student's academic level at enrollment), making it difficult to appropriately assign students to a graduation cohort. This is the same graduation rate measure that has been proposed for Excel Centers in other states. The modified graduation rate assumes that approximately a quarter of the student population will graduate each year.

takes to earn a high school diploma is critical to the success of the program. The Excel Center model includes 8-week terms during which students complete coursework that may take a semester or full year in a traditional high school setting. For more information regarding GEC's academic calendar and 8-week terms, please see the "Support for Learning" section of the Education Plan. GEC utilizes a competency-based approach to measuring student mastery of standards-aligned curricula in lieu of seat time requirements. All courses offered require students to demonstrate mastery of material via standards-aligned formative and summative assessments. GEC course progression is carefully designed to build upon previously learned concepts and skills. Thus students must take the courses into which they are placed; there is no "test out" option. Students demonstrate competency based on classroom performance and formative and summative assessments in order to earn course credit. GEC utilizes grades to indicate the level of competency and mastery of the course material. For further information regarding GEC's grading scale, please see the Curriculum section of the Education Plan.

GEC's course curriculum has been adapted to fit 8-week terms, and classes run either 90- or 180-minutes, depending on the complexity of the course. All curricula have been vetted by The Excel Center network curriculum experts and undergo regular revision to ensure rigor and alignment to CCSS and DC standards. Curricular and instructional resources are housed in the Blackboard Learn learning management system, which is maintained by The Excel Center network. Teachers access their instructional materials via Blackboard Learn, and students are provided a level of access that will allow them to download course notes and take part in content discussions outside of the classroom.

Students may come to GEC with credits earned at other high schools; however placement into mathematics and English language arts courses is based upon the results of placement tests administered upon enrolling in GEC, as described below. At times, students may be required to complete courses in which they have already earned credit in order to ensure their skill levels in mathematics and English language arts are at a level required for success in subsequent courses. Students at GEC will be required to earn 22 credits as outlined in the Graduation Requirements table in Appendix H and as described below.

All of GEC's course offerings will be taught via direct instruction utilizing the instructional approaches outlined below. Students who come to GEC with partial credits in courses may complete certain courses via the standards-based online learning program, Plato Courseware. Students who take a Plato course will do so in a GEC classroom with a teacher facilitator who can answer student questions, set goals with students, and track student progress. Plato Courseware was selected based upon Excel Center network pilot results and research regarding the efficacy of the program. Plato Courseware courses are certified by the Quality Matters Program, whose rubrics for online course design have been adopted by more than 700 colleges and universities, K-12 schools and systems and other academic institutions.

Humanities: English Language Arts and Social Studies

GEC's Humanities program utilizes a holistic, interdisciplinary approach that integrates DC Social Studies Educational Standards with CCSS for English Language Arts. The CCSS are predicated on integrating the English Language Arts with subject-matter knowledge and explain that "By reading texts in history/social studies, science, and other disciplines, students build a foundation of knowledge in these fields that will also give them the background to be better readers in all content areas" (CCSS, 2010, p. 10).^{xxiii} World Studies and American Studies connect GEC students with the abstract world of disciplinary knowledge and the real world of experience by situating fiction, nonfiction, and primary source material in its historical context.

The English Language Arts CCSS require students to utilize higher-order thinking skills to address the needs of the US economy, which requires high school graduates to be college and career ready. The CCSS are internationally benchmarked and were designed through backward mapping from 21st century college and career readiness benchmarks, creating a seamless vertical articulation of content and skill requirements. The DC Social Studies Educational Standards are regarded as among the best in the nation and have been described by evaluators as "an impressively rigorous and comprehensive set of standards."^{xxiv} The DC Social Studies Standards for Grades 9-12 are well-articulated, increasing in rigor and expectations without repetition of content. The selection of these standards fits with the goal of GEC to prepare students for postsecondary education and career pathways.

Students will earn credits in English language arts and social studies together in the 8-week interdisciplinary humanities courses: World Studies A, World Studies B, American Studies A, and American Studies B. Credits earned in each course are summarized in the table below:

World Studies A	World History I (1 cr) English I (1 cr)
World Studies B	World History II (1 cr) English II (1 cr)
American Studies A	U.S. History (.5 cr) English III (1 cr)
American Studies B	U.S. History (.5 cr) Government (.5 cr) English IV (1 cr)

GEC is requesting to waive the DC History requirements per DC Rule Section 2203.2(f).

Remediation

New students to GEC will take a battery of assessments upon enrolling; the results of which (combined with a review of previous high school transcripts) determine course placements. Placement assessments in humanities include the Scholastic Reading Inventory (SRI) -- which generates a Lexile score for reading -- and the Scholastic Phonics Inventory (SPI) for students whose Lexile measure is below 600.

Students whose Lexile score is below 600 and whose SPI score indicates that the root cause of reading difficulty is an inability to decode will be placed into Developmental Reading I, The Excel Center's foundational reading course that utilizes the Scholastic

System 44 program. While working to increase students' ability to read increasingly complex text, System 44 is aligned to critical components of the CCSS, including incorporating classic and contemporary literature, informational and primary source texts, and rigorous text-based questioning. Students taking Developmental Reading I will earn one elective credit for the course per 8-week term.

Students whose Lexile score is between 400 and 1000 or whose SPI score indicates that the root cause of reading difficulty is not an inability to decode will be placed into Developmental Reading II, a reading course designed for students reading two or more years below grade level. Developmental Reading 2 utilizes Scholastic READ 180, a program proven by scientifically-based research to raise reading achievement for struggling readers. The goal of Developmental Reading II is to accelerate the acquisition of literacy skills so that students can access grade-level standards. READ 180 incorporates the goals of the CCSS: that students are able to read, question, comprehend, and respond to increasingly complex texts. Students taking Developmental Reading II will earn one elective credit for the course per 8-week term.

English Language Learners

The WIDA English Language Development (ELD) Standards will be incorporated into GEC humanities curricula to ensure that students who are not fluent in English will be able to learn English as well as the academic content. The WIDA ELD Standards are explicitly connected to the CCSS and situate the language features within disciplinary bodies of knowledge. Students scoring at a level 1 or 2 English language proficiency on the WIDA-ACCESS Placement Test will receive an additional period of instruction and resources to accelerate their acquisition of the English language. This course will focus on interpersonal communication skills, acquisition of academic language, and the development of reading and writing skills. Students scoring at a level 3 or 4 on the WIDA screener will build mastery of the academic language, vocabulary, and grammar needed to succeed in high school level humanities coursework through the evidence-based Scholastic READ 180 LBook program. Teachers whose students include English Language Learners will also use the Sheltered Instruction Observational Protocol (SIOP), in which teachers plan explicitly for content adaptations, building background knowledge, creating comprehensible explanations and scaffolded learning experiences, and providing opportunities for review prior to mastery assessments. GEC Special Populations Coordinator will meet regularly with teachers regarding the progress of ELL students and to provide additional strategies and professional development.

Students with Disabilities

The structure of GEC's academic plan is to provide the appropriate instructional methods to meet each student's unique needs by having teachers differentiate instruction for all students in all classrooms. This structure will allow students with special educational needs to receive appropriate support, whether they have Individualized Education Plans (IEPs) or Section 504 plans. In addition to the remedial English language arts courses described above, students with disabilities will spend the majority of their instructional day participating in fixed-length classes alongside the general student population. Students may utilize supplementary services and/or

accommodations as indicated in their IEP or Section 504 plan. Examples of these services in humanities courses may include additional small group or individual tutoring, the use of speech to text conversion devices such as Read and Write Gold, the use of vertical text sets and/or additional time on assessments. GEC's special education model will utilize full inclusion for students with IEPs. In some instances a paraprofessional will push into the class to assist students, and all students will have access to tutoring sessions on Fridays and before and after school.

Students Above Grade Level

While students returning to high school often are behind in earned credits, some students are of high cognitive ability. In addition to the differentiation provided in every classroom, GEC's humanities course progression will allow students who meet University of the District of Columbia Community College (UDC-CC) Accuplacer cut score to pursue dual high school and college credits during their final term of English.

Standards Progression

World Studies is an interdisciplinary course that spans two 8-week terms and integrates the English 9-10 CCSS and DC Educational Standards for World History I. American Studies similarly spans two 8-week terms and integrates the English 11-12 CCSS and DC Educational Standards for U.S. History and Principles of U.S. Government. World Studies and American Studies use historical informational texts, primary source documents, and related literature to teach the English language arts skills in the CCSS. Writing instruction focuses on informational essays as students apply the 6 + 1 Writing Traits and demonstrate reading comprehension through constructed responses from informational and literary texts. Grammar instruction will be individualized based on student need using No Red Ink, feedback provided on the 6 + 1 Writing Traits, and the SAS Curriculum Pathways Writing Reviser. More information regarding course progressions is provided in Section H.

Humanities Course	World Studies A 180 minutes/day (8 weeks)	World Studies B 180 minutes/day (8 weeks)	American Studies A 180 minutes/day (8 weeks)	American Studies B 180 minutes/day (8 weeks)
Prerequisites	SRI 1000+ L	World Studies A	World Studies B	American Studies A
Text Lexile Range	1050L – 1250L	1100L – 1335L	1150L – 1350L	1200L – 1385L
Standards	CCSS English Language Arts, Grades 9-10 DC Educational Standards – World History I: Middle Ages to the Age of Revolutions	CCSS English Language Arts, Grades 9-10 DC Educational Standards – World History II: The Industrial Revolution to the Modern World	CCSS English Language Arts, Grades 11-12 DC Educational Standards – U.S. History: Industrial America to the Present	CCSS English Language Arts, Grades 11-12 DC Educational Standards – U.S. History: Industrial America to the Present; and Principles of U.S. Government
Credits	World History I (1 cr) English I (1 cr)	World History II (1 cr) English II (1 cr)	U.S. History (.5 cr) English III (1 cr)	U.S. History (.5 cr) Government (.5 cr) English IV (1 cr)

Math

GEC's mathematics program aligns to the CCSS for Mathematics and the Standards for Mathematical Practice. These are standards grounded in evidence and designed to ensure that all students have the academic knowledge and skills they need to succeed after high school. GEC's mathematics program will follow the two major evidence-based design principles of the CCSS for Mathematics: focus and coherence. This results in a deep and rigorous curriculum, and one in which students will acquire conceptual understanding, procedural skill and fluency, and the ability to apply mathematics to solve problems.

Remediation

Upon enrollment, students will take a locally development standards-aligned test that determines their placement into GEC mathematics course progression. The placement test is standards-aligned and consists of two parts: part one assesses students on grades 2-4 CCSS mathematics standards, and part two assesses students on grades 5-7 CCSS mathematics standards. The placement assessment is built into the Blackboard Learn learning management system, and because each item is aligned to particular standards, the Blackboard Learn program provides disaggregated data regarding student mastery of standards and their individual strengths and areas of need. Students who do not demonstrate mastery of the content and skill necessary for success in Algebra I place into Math Lab A (Grades 2-4 equivalency) or Math Lab B (Grades 5-7 equivalency). These courses focus on deep understanding and mastery of the essential skills and concepts necessary to unlock algebra and advanced mathematics. They are built around a focused and coherent curriculum that enables students to progress swiftly and successfully toward the high school level curriculum. Students earn elective credit for each Math Lab course.

English Language Learners

The WIDA English Language Development (ELD) Standards will be incorporated into GEC mathematics curriculum to ensure that students who are not fluent in English will be able to access the academic content. Academic language is the core of the WIDA standards and serves as a connection between the expectations delineated in academic content standards and their corresponding language development standards.^{xxv} Teachers whose students include English language learners additionally employ the Sheltered Instruction Observational Protocol (SIOP), in which teachers plan explicitly for content adaptations, building background knowledge, creating comprehensible explanations and scaffolded learning experiences, and providing opportunities for review prior to mastery assessments. GEC Special Populations Coordinator will meet regularly with teachers regarding the progress of ELL students and to provide additional strategies and professional development.

Students with Disabilities

The structure of GEC's academic plan is designed to provide the appropriate instructional method to meet each student's unique needs. Teachers will differentiate instruction for all students in all classrooms. In addition to the remedial mathematics courses described above, students with disabilities will spend the majority of their

instructional day participating in fixed-length classes alongside the general student population. Students may utilize supplementary services and/or accommodations as indicated in their IEP or Section 504 plan; examples of these services in mathematics courses may include additional small group or individual tutoring, the use of speech to text conversion devices, and/or the regular use of calculators. GEC special education model utilizes full inclusion for students with IEPs. In some instances a paraprofessional will push into the class to assist students, and all students will have access to tutoring sessions on Fridays and before and after school.

Students Above Grade Level

While students returning to high school often are behind in earned credits, some students are of high cognitive ability. In addition to the differentiation provided in every classroom, GEC mathematics course progression will allow students who meet University of the District of Columbia Community College (UDC-CC) Accuplacer cut score to pursue dual high school and college credits during their final term of mathematics.

Standards Progression

Mathematics course offerings will utilize the scientifically research-based Agile Mind Mathematics program created and published by The Charles A. Dana Center of The University of Texas at Austin. As students entering GEC typically struggle with success in mathematics, the Algebra I curriculum utilizes the Agile Mind Intensified Algebra I, a proven program designed to bring students who may be 2-3 years behind in mathematics up to mastery of Algebra I standards. Intensified Algebra I therefore aligns to all of the CCSS for Algebra I but also reaches down to align to foundational middle school knowledge and skills. In addition to coaching students to master standards-based mathematics goals and objectives, the Agile Mind Mathematics program incorporates goals and objectives “for shaping attitudes toward learning.” During this intensive program, GEC’s students enrolled in Algebra I spend 180 minutes per day in class for 2 consecutive 8-week terms.

Geometry introduces the tools central to the study of space and spatial relationships, including transformations, proof, and constructions. These tools are used throughout the course as students focus on modeling, problem solving, and proof. Algebra II extends the knowledge students have of algebraic and statistical concepts. They have investigated linear, exponential, and quadratic functions in previous years, and Algebra II further develops important mathematical ideas introduced in Algebra I by extending techniques to solve equations and students’ knowledge of functions by studying inverses and new function families. Students will take a 4th year math course, the selection of which will align with their college and career pathway. More information regarding course progressions is provided in Section H.

Mathematics Course	Algebra I A 180 minutes/day (8 weeks)	Algebra I B 180 minutes/day (8 weeks)	Geometry 180 minutes/day (8 weeks)	Algebra II 180 minutes/day (8 weeks)	4 th Year Math Class 180 minutes/day (8 weeks)
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Prerequisites	Algebra Readiness Placement Score Or Math Lab B	Algebra I A	Algebra I	Algebra I Geometry	Algebra I Geometry Algebra II
Standards	CCSS Mathematics, Algebra I	CCSS Mathematics, Algebra I	CCSS Mathematics, Geometry	CCSS Mathematics, Algebra II	CCSS Mathematics
Credits	Algebra I (.5 cr)	Algebra I (.5 cr)	Geometry (1 cr)	Algebra II (1 cr)	4 Yr Math (1 cr)

Science

GEC's science program aligns to the Next Generation Science Standards (NGSS), standards that the National Research Council identifies as a "significant improvement in how science is taught in the U.S."^{xxvi} GEC's science program emphasizes the practice of science – helping students learn to plan and carry out investigations, for example, and to engage in argumentation from evidence. GEC's students will develop their capacity to discuss and think critically about science-related issues and the skills to pursue careers in science or engineering.

Remediation

No remedial science courses are necessary in GEC's course progression, because differentiated instruction and vertical text sets in the classroom along with additional instructional assistance from tutors provide supports to all students. Further, students will enter any chemistry or physics courses only after they have completed necessary mathematics remediation to ensure that they have the mathematics skills necessary for success in the science coursework.

English Language Learners

The WIDA English Language Development (ELD) Standards will be incorporated into GEC science curriculum to ensure that students who are not fluent in English will be able to access the academic content. The philosophy embodied by GEC's science program includes that the integration of inquiry science and language acquisition enhances learning in both domains. Teachers whose students include English language learners will additionally employ the Sheltered Instruction Observational Protocol (SIOP), in which teachers plan explicitly for content adaptations, building background knowledge, creating comprehensible explanations and scaffolded learning experiences, and providing opportunities for review prior to mastery assessments.

GEC's Special Populations Coordinator will meet regularly with teachers regarding the progress of ELL students and to provide additional strategies and professional development.

Students with Disabilities

The structure of GEC's academic plan is to provide the appropriate instructional method to meet each student's unique needs. Teachers will differentiate instruction for all students in all classrooms. Students with disabilities will spend the majority of their instructional day participating in fixed-length classes alongside the general student population. Students may utilize supplementary services and/or accommodations as

indicated in their IEP or Section 504 plan; examples of these services in science courses may include additional small group or individual tutoring and the use of speech to text conversion devices. GEC's special education model utilizes full inclusion for students with IEPs. In some instances a paraprofessional will push into the class to assist students, and all students have access to tutoring sessions on Fridays and before and after school.

Students Above Grade Level

While students returning to high school often are behind in earned credits, many students are of high cognitive ability. In addition to the differentiation provided in every classroom, GEC's science course progression will allow students who meet University of the District of Columbia Community College (UDC-CC) Accuplacer cut score to pursue dual high school and college credits during their final term of science.

Standards Progression

Students will take 4 sciences courses, 3 of which include a laboratory component. All science courses are aligned to the Next Generation Science Standards (NGSS). Curriculum maps are included in Section H for Earth and Space Science, Biology, Chemistry, and Physics, although additional courses may be offered to satisfy the science requirements. More information regarding course progressions is provided in Section H.

Health/Physical Education

GEC is requesting to waive the physical education and health education requirements per DC Rule Section 2203.2(f).

World Languages

GEC students will utilize the research-based Middlebury Interactive Languages program and select from Spanish I and II, French I and II, Mandarin Chinese I and II, and German I and II.

Students enrolled in the online course are each assigned a locally licensed teacher who scores the written and oral recordings that students submit online. The online instructors will provide valuable academic feedback and are available for student consultation. In addition to the online instructor, students will work on the Middlebury Interactive Languages program in a GEC classroom staffed with a facilitator who sets goals with students, monitors student progress, and facilitates communication with the online instructor if needed.

The Middlebury Interactive Languages curriculum is proprietary and is thus not shared in Section H, but all of the language offerings provide components outlined below:

Students begin introduction to new language learning with fundamental building blocks in four key areas of world-language study: listening comprehension, speaking, reading, and writing. The extensive use of authentic materials (video, audio, images or texts) allows for a contextualized and interactive presentation of the vocabulary and the

linguistic structures. Students are actively engaged in completing task-based activities individually and collaboratively while formulating and testing hypotheses about different aspects of the target language. The materials and the activities engage students in such a way that they learn to develop the necessary metacognitive strategies to be successful both in the processing of the authentic input and in negotiating meaning to reach mutual understanding with other speakers. Cultural information relevant to countries and communities and cross-cultural reflections permeate the materials from beginning to end.

Remediation

No remedial courses will be necessary in GEC world languages course progression, as students will work through the online world language program at their own pace and additional instructional assistance from tutors will provide supports to all students. Further, students typically will enter the world languages program in the last two terms prior to graduation once they have completed other core course requirements and have honed their study skills.

English Language Learners

Students will typically enter the world languages program in the last two terms prior to graduation once they have completed other core course requirements. Generally by this time, students will be at a level 5 LEP, which removes the need additional accommodations based on their language proficiency. Any English language learner who begins a world language course prior to achieving a level 5 English proficiency will continue to receive accommodations per their ILP, such as extra time on assessments and the use of a bilingual dictionary. GEC Special Populations Coordinator will meet virtually with the Middlebury Interactive Languages online teacher regarding the progress of ELL students and to provide additional strategies and professional development.

Students with Disabilities

Students will enter the world languages program once they have completed their core English language arts courses, so students with disabilities will have already been successful in reading comprehension, grammar, and writing and will be ready to apply these skills to a new language. Students may utilize supplementary services and/or accommodations as indicated in their IEP or Section 504 plan; examples of these services in world language courses may include additional small group or individual tutoring and the use of speech to text conversion devices. GEC special education model utilizes full inclusion for students with IEPs. In some instances a paraprofessional will push into the class to assist students, and all students have access to tutoring sessions on Fridays and before and after school. GEC's special education teacher of record meets virtually with the Middlebury Interactive Languages online teacher regarding the progress of students with disabilities and to provide additional strategies and professional development.

Students Above Grade Level

While students returning to high school often are behind in earned credits, many students are of high cognitive ability. Students in Middlebury Interactive Language courses progress at their own pace, and students who work above grade level may complete additional advanced world language courses. In addition to the differentiation provided in every classroom, The Excel Center world language course progression will allow students who meet University of the District of Columbia Community College (UDC-CC) entrance requirements to take advanced world language courses for college credit.

Standards Progression

Students will select from Spanish, French, German, and Mandarin Chinese and complete the equivalent of two years of study in the online Middlebury Interactive Languages program. Students will earn two world languages credits, one for each of the two levels they complete. More information regarding course progressions is provided in Section H.

World Language Course	Spanish I; French I; German I; or Mandarin Chinese I 90 minutes/day (8 weeks)	Spanish II; French II; German II; or Mandarin Chinese II 90 minutes/day (8 weeks)
Prerequisites	N/A	Spanish I or French I
Standards	DC Educational Standards – Modern World Languages Level 1	DC Educational Standards – Modern World Languages Level 2

Additional Academic Area(s)

Elective courses will include mandatory coursework in visual and performing arts as well as electives that are part of students' selected career and technical education (CTE) pathway. The art and music curricula are aligned to the high-quality DC Educational Standards for these subjects. CTE courses are aligned to the Common Career Technical Core Standards (CCTC) that have been adopted by 42 states and the District of Columbia. The CCTC represent a common benchmark for what students should know and be able to do after completing a program of study in one Career Cluster pathway, ensuring that students have the knowledge, skills, and dispositions that are critical to becoming career ready. All GEC students will take Senior Seminar, a course aligned to the Career Ready Practices Standards of the CCTC. This course incorporates career exploration as well as a foundation of skills important to workplace success. Students will earn .5 credits in Career Exploration and .5 credits in Employability Skills in the Senior Seminar course.

GEC's curricular offerings focus on CTE, responding to the needs of adult learners who seek to build the skills necessary to enter or advance in the workforce. Upon enrolling in GEC, students will take a career interest and exploration assessment and work with a life coach and college and career counselor to identify a career goal. Utilizing the career goal as situated within a federally recognized career cluster, the coach, counselor, and student will identify a Program of Study (POS) as outlined by the National Career Clusters Framework. As each student enters The Excel Center with different course

credits earned and needed, the entrance point to the POS is unique for each individual student. The majority of GEC's students earn at least one industry recognized certification in addition to their high school diploma. The POS course sequences will offer numerous opportunities for students to earn dual credits, and GEC will partner with the University of the District of Columbia Community College (UDC-CC) to ensure that students earn transcribed, transferrable credits through applicable coursework.

Initial CTE career pathways offered through The Excel Center may include Construction and Property Management, Healthcare, Hospitality and Tourism, Information Technology, and Security and Protective Services. The Excel Center plans to add CTE career pathways as enrollment expands and may alter the certifications based on continuous analyses of local job markets. All CTE pathways will offer students multiple career choices; for example, a student of Healthcare may earn one or more certifications, earn dual credit, and have the choice of an immediate career and/or to pursue a health sciences career requiring additional post secondary education. Curricula for CTE coursework is aligned to industry standards and may be delivered by local industry-certified staff, industry training facilities, or UDC-CC.

CTE Cluster	Construction and Property Management	Healthcare	Hospitality and Tourism	Information Technology	Security and Protective Services
Industry-Recognized Certifications	<ul style="list-style-type: none"> • NCCER Core Curriculum • NCCER Carpentry Levels 1-4 • NCCER Electrical Levels 1-4 • EPA 608 License • HEAT Plus (HVAC Excellence) • HEAT (HVAC Excellence) • NCCER Plumbing Levels 1-4 • National Apartment Leasing professional (NALP) 	<ul style="list-style-type: none"> • Emergency Medical Technician (EMT) • Pharmacy Technician (CPhT) • Phlebotomy Technician (CPT) • Certified Nursing Assistant (CNA) • Certified Medical Assistant (CMA) • Medical Coding Specialist 	<ul style="list-style-type: none"> • American Hotel and Lodging Educational Institute (AHLEI) Guest Service Gold • American Hotel and Lodging Educational Institute (AHLEI) Front Desk Representative (TRAC) • Certified Maintenance Employee (CME) • ServSafe Certifications: Employee & Customer Safety; Food Safety & Sanitation; Responsible Alcohol Service • Preparation for local licensing requirements 	<ul style="list-style-type: none"> • Cisco Certified Entry Networking Technician (CCENT) • Computer Maintenance – A+ Certification • Microsoft Office Specialist (MOS) 	<ul style="list-style-type: none"> • Special Police Officer (SPO)

Remediation

No remedial elective courses will be necessary in GEC course progression, as differentiated instruction and vertical text sets in the classroom and additional instructional assistance from tutors provide supports to all students. Further, students will enter CTE courses after they have completed any necessary reading and mathematics remediation to ensure that they have the academic skills necessary for success in the CTE coursework.

English Language Learners

The WIDA English Language Development (ELD) Standards will be incorporated into GEC electives curricula to ensure that students who are not fluent in English will be able to access the academic content. The philosophy embodied by GEC electives program includes that the integration of art, music, physical education, and health and language acquisition enhances learning in all domains. Teachers whose students include English language learners additionally employ the Sheltered Instruction Observational Protocol (SIOP), in which teachers plan explicitly for content adaptations, building background knowledge, creating comprehensible explanations and scaffolded learning experiences, and providing opportunities for review prior to mastery assessments.

Students with Disabilities

Students with disabilities will spend the majority of their instructional day participating in fixed-length classes alongside the general student population. Students may utilize supplementary services and/or accommodations as indicated in their IEP or Section 504 plan; examples of these services in elective courses may include additional small group or individual tutoring and the use of speech to text conversion devices. GEC's special education model utilizes full inclusion for students with IEPs. In some instances a paraprofessional will push into the class to assist students, and all students have access to tutoring sessions on Fridays and before and after school.

Students Above Grade Level

While students returning to high school often are behind in earned credits, many students are of high cognitive ability. In addition to the differentiation provided in every classroom, GEC's CTE progression allows students who meet any required University of the District of Columbia Community College (UDC-CC) Accuplacer cut scores to pursue dual high school and college credits during their CTE coursework.

Standards Progression

Elective Course	Art Appreciation 90 minutes/day (8 weeks)	Music Appreciation 90 minutes/day (8 weeks)
Prerequisites	N/A	N/A
Standards	DC Educational Standards – Art	DC Educational Standards – Art
Credits	Art (.5 cr)	Music (.5 cr)

CTE Course	Senior Seminar 90 minutes/day (8 weeks)
Prerequisites	N/A

Standards	CCTC Career Ready Practices Standards
Credits	Career Exploration (.5 cr) Employability Skills (.5 cr)

More information regarding course progressions is provided in Section H.

Excel Center Curriculum Summary		
Core Course Area	Curriculum Source	Assessments
Humanities: English Language Arts and Social Studies	Excel Center Developed	SRI Excel Center Developed Formative and Summative Examinations
Mathematics	Excel Center Developed; Agile Mind Mathematics Curricula	Excel Center Developed Placement Assessments; Excel Center and Agile Mind Formative and Summative Examinations
Science	Excel Center Developed	Excel Center Developed Formative and Summative Examinations
Art	Plato	Plato Formative and Summative Examinations
Music	Plato	Plato Formative and Summative Examinations
World Languages	Middlebury	Middlebury Formative Summative Examinations
CTE	Industry-aligned	Industry-aligned Certification Examinations

b. Methods of Instruction

Adult students returning to school to earn their high school diploma bring with them a wealth of diverse backgrounds and experiences. Designing a successful high school educational plan for these students requires embracing and responding to the diverse needs of the learners. A student-centered, teacher-facilitated classroom provides the quality instructional support and differentiation these students need. Most GEC classrooms will utilize a student to teacher ratio of 18:1 to maximize teacher to student contact and to provide the optimum conditions for students to learn content and skills. Lower-level remedial courses in literacy and mathematics demand increased teacher support and thus will maintain a lower student to teacher ratio of 10-12 students per teacher. Students will earn most course credits through the student-centered, teacher-facilitated classroom. However, students who are close to graduation and need one course or one semester of one course may earn the credit through a research-based, teacher-facilitated individualized online learning environment. Courses are structured into extended blocks, allowing for compacted content and intensive work. Course blocks are 90 minutes or 180 minutes in length and will meet daily for the duration of each 8-week term. The methods of instruction are the same across all grade levels and subject areas.

All of GEC's course offerings will be taught via direct instruction utilizing the instructional approaches outlined below. Students who come to GEC with partial credits in courses may complete certain courses via the standards-based online learning program, Plato Courseware. Students who take a Plato course will do so in a GEC classroom with a teacher facilitator who can answer student questions, set goals with students, and track

student progress. Plato Courseware was selected based upon Excel Center network pilot results and research regarding the efficacy of the program. Plato Courseware courses are certified by the Quality Matters Program, whose rubrics for online course design have been adopted by more than 700 colleges and universities, K-12 schools and systems, and other academic institutions.

Students who enroll in GEC will have the freedom to choose morning, afternoon, evening, and online classes. GEC will hold regular classes Mondays through Thursdays, while Friday is reserved in the schedule to allow for student tutoring, professional learning community data meetings, and teacher preparation. Special student populations will all receive special considerations on Fridays. Typical class sizes of fixed-length courses will consist of 10-15 students, depending on course demand in any given term. This will allow students to progress at a rate and during the time of day that best aligns with their educational and life goals as well as their other adult responsibilities. The motivation to increase their education and create better opportunities to get a good job will be central to the academic environment and the culture of the school. GEC's individualized and self-directed approach will require highly motivated students who can develop the initiative to use the school's various resources and instructional methods in the way that best fits their unique needs. However, teachers and coaches will monitor and meet with students regularly to provide encouragement and keep students' motivation high. (The iExcel New Student Orientation and the role of coaches are discussed in "School Organization and Culture" below.)

Interactions between students and Excel Center staff will be an opportunity for students to develop communication skills that will be useful in a professional environment. The school will offer a number of daily opportunities for students to interact and demonstrate appropriate workplace behavior. Students must learn to navigate the school's learning system: they must be able to sign up for classes, set their own schedule, and arrive on time to their appointments. In addition, students will refine their presentation skills and develop confidence to speak in front of large groups of people. In addition, students will learn peer-to-peer interactions through their teams and in group projects.

Teachers will structure the classrooms using the gradual release of responsibility instructional approach in which teachers deliver and students interact with new content in a sequence of whole group, teacher-facilitated small group, student-driven small group, and finally independent student practice.^{xxvii} The goal of every course is independent student mastery of the content, skills and standards to which the course is aligned. Teachers at GEC will know that all students, but particularly adult high school students, require teacher and peer supports as they practice toward independent mastery. The gradual release of responsibility instructional approach begins with the teacher modeling the new task, "I do;" next comes "We do it together," in which the teacher facilitates as groups of students work through the task, often taking turns coming to the whiteboard to model their thought processes. The teacher's role is reduced more during the student-driven pair or small group phase of the learning, "You do it together," when students facilitate one another's learning with the teacher present

as a consultant, posing inquiry questions to students rather than giving answers. Finally, student independent practice leading to independent mastery occurs doing the “You do it alone” phase of the lesson. All GEC lesson plans explicitly incorporate the gradual release of responsibility instructional strategy and its four phases.

Curriculum and instructional design center around a metacognitive framework that focuses on four dimensions: knowledge-building, cognitive, personal, and social, ensuring that students acquire the schema necessary to build the critical thinking skills needed to comprehend and interact with new content.^{xxviii} In all courses, teachers utilize modeling and speaking metacognitively about the academic tasks. Adult students who have not experienced success in high school require instruction in how to approach math problems, how to make sense of a complex text, and how to more deeply engage with the learning process. All course scope and sequence documents outline the “Goals and Objectives for Shaping Attitudes Toward Learning,” in addition to the subject matter content and skills.

Based on data obtained from nine Excel Center schools in central Indiana, poor literacy skills hinder the academic success of adult learners, an effect compounded for English language learners. Data collected from nine Indiana Excel Center sites as well as scientifically based research performed by the U.S. Department of Education^{xxix} indicate that explicit instruction in disciplinary literacy strategies positively affects reading comprehension and student self confidence.^{xxx} GEC’s teachers will embed disciplinary literacy strategies into all areas of curriculum and instruction, making it clear to students how an expert reader of a particular discipline reads and makes meaning of text. Incorporating disciplinary literacy strategies with the gradual release of responsibility model requires extensive teacher modeling, leading to independent student mastery.

Accommodating the Needs of All Students

Teachers plan for differentiation and include differentiation strategies in all lesson and unit plans in order to accommodate the learning styles and needs of all students. For information regarding subject-specific accommodations for English language learners, students with disabilities, and students who are far below or far above grade level, see the “Student Learning Standards” section. Based upon student need, differentiation strategies employed in GEC’s classrooms may include using vertical text sets, student choice, heterogeneous and homogeneous grouping, parallel tasks, and incorporating opportunities for multiple learning modalities. Vertical text sets provide students with opportunities for students to read standards-aligned content at reading levels that match or slightly stretch their reading level. In addition to vertical text sets, students continue to interact with complex disciplinary texts, practicing vocabulary acquisition and improving reading comprehension skills. The gradual release of responsibility instructional strategy described above includes a great deal of cooperative group work, and teachers must select strategic grouping techniques to maximize instructional time and to provide for differentiation. For example, during a teacher-facilitated small group rotation, teachers select homogeneous grouping to allow for time to work with students of similar abilities, while during student-centered small group work time, heterogeneous grouping allows students to leverage peer expertise. Ensuring that differentiated curriculum and

instruction remain aligned to standards, teachers author parallel tasks, tasks that are aligned to the content of the standard but that utilize a slightly simplified process.

Teachers whose students include English language learners will additionally employ the Sheltered Instruction Observational Protocol (SIOP), in which teachers plan explicitly for content adaptations, building background knowledge, creating comprehensible explanations and scaffolded learning experiences, and providing opportunities for review prior to mastery assessments.

GEC's partnership with UDC-CC will further extend opportunities for differentiated learning for students across multiple spectrums of academic preparation. The partnership will not only provide accelerated learners with an ability to earn dual-enrollment credits at the high school and collegiate level, the program will also provide differentiated instruction for students away from GEC's model.

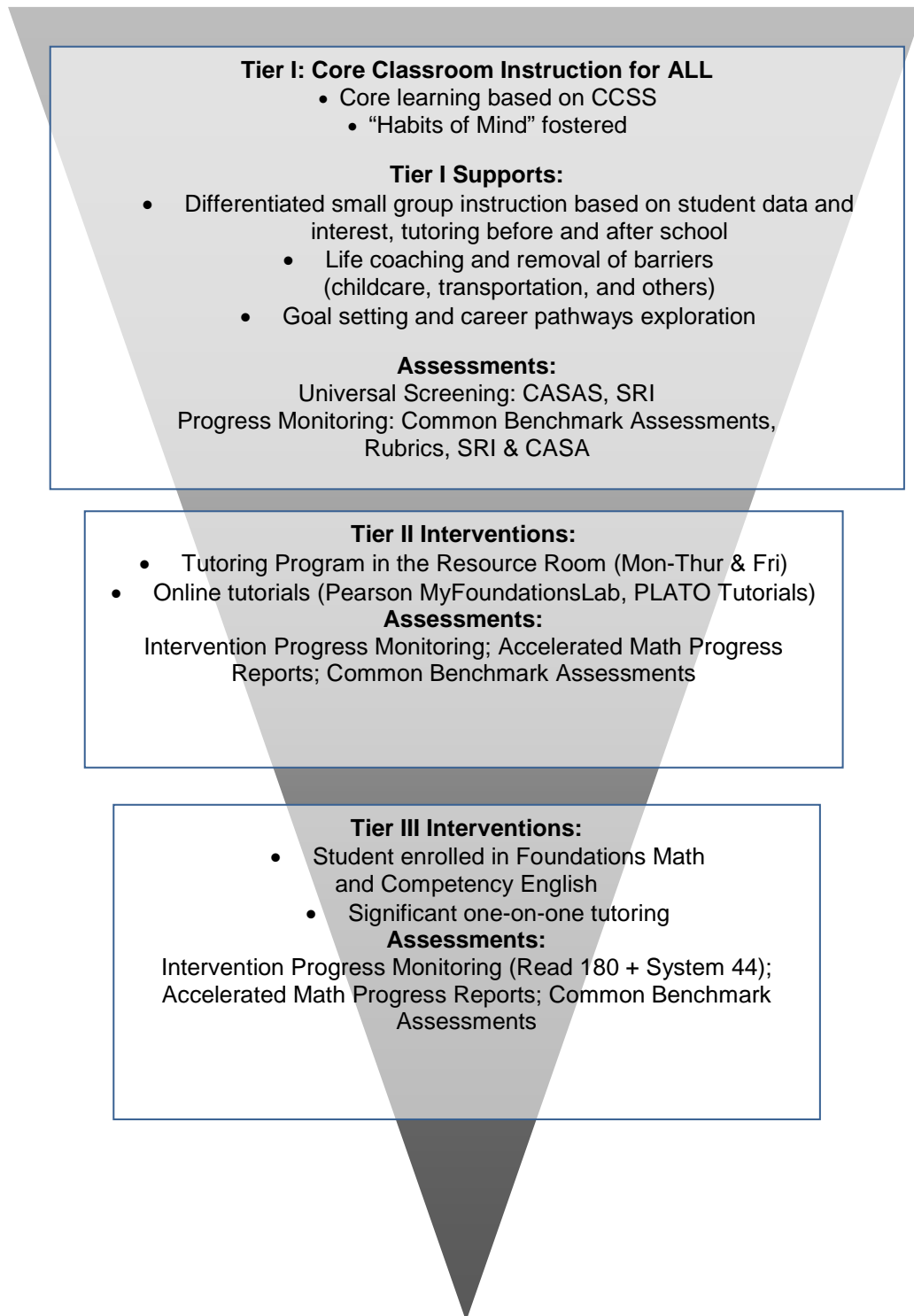
GEC's Response to Intervention (RTI) framework will provide ample supports for all of its students. Incorporating each of the above elements into its plan, GEC's RTI framework is aligned to CCSS, creating a seamless problem-solving model that addresses individual student need. This framework relies on the premise of high-quality instruction and interventions tailored to student need where core instructional and intervention decisions are guided by student formative data. Please see the graphic on the following page.

Students will be grouped into three tiers, indicating the increasing supports GEC will provide students as they progress through standards-based instruction. Grade level groupings have very little bearing on a student's academic progress through GEC. Almost all of the students who enroll are likely to be far behind their graduation cohort because the school will enroll dropouts of any age. Once they are placed in courses, students' progress toward goals will be evaluated by each student's mastery of CCSS in each course a student takes.

Tier I students will receive instruction in the core academic program of the school. Tier I instruction is designed to meet the needs of adult students, providing a standards-aligned instructional program while also attending to out-of-class barriers adult students may face.

GEC's curriculum is mapped to the CCSS. A number of its courses have deconstructed these standards into their component parts, allowing for integrated instruction bringing standards together across disciplines. Curriculum is mapped to deconstructed standards and assessed with benchmark assessments to monitor and adjust instruction. Tier I supports for all students include differentiated small group instruction depending on students skill levels. As previously described, differentiation is achieved by using a number of skills, including varying text complexity for students at different skill levels, giving student choice, vertical text sets and other skills.

The Goodwill Excel Center's RTI Framework



Tier I supports will also include life coaching and out-of-class supports for adult students as they balance schoolwork with life and family concerns. Coaches will monitor attendance and academic progress for the students with whom they are working,

identify students who fall into at-risk status (as noted by indicators including gaps in attendance and student mastery of standards falling below 75%), and work proactively to secure other community resources to address barriers like insecure housing, utilities, and other concerns. In addition, a significant component of Tier I instruction is the student goal-setting work that leads towards a college and career outcome. Beginning with iExcel, students identify industries with in-demand job opportunities, supporting their academic progress with a clear, identifiable goal. College Transition and Career Pathways supports continue to develop these ideas by facilitating students' knowledge and awareness of these industry tracks through field trips, guest speakers, and facilitating student sign-ups for certifications and dual credit/dual enrollment opportunities through community colleges.

Tier I academic progress is evaluated by two universal screeners: the Comprehensive Adult Student Assessment System (CASAS) and Scholastic Reading Inventory (SRI). CASAS is widely used in adult education programs in the Washington DC area, and the school will be eligible to receive supplemental adult education funding from organizations that determine performance requirements by CASAS scores. SRI is a computer-adaptive reading assessment for Grades K-12 that provides immediate, actionable data on students' reading levels and growth over time. SRI assesses a student's level of reading comprehension, generating a Lexile score for each student. SRI is Common Core-aligned and provides an assessment of a student's reading level from grades K-12, allowing this test to be used for students with both very high and very low skill levels. SRI and CASAS testing will take place during iExcel, and be administered to students at the end of each term, giving school staff the ability to monitor progress over time. In addition, teachers evaluate progress through common benchmark assessments and rubrics.

Tier II supports will be provided to students who require additional intervention to main academic progress towards student goals. Tier II students will remain in core classes along with Tier I students but receive additional supports to ensure that they maintain a Rate of Improvement (ROI) similar to Tier I students.

Tutoring will be available for Tier II students every school day. The Resource Area will always be staffed by at least one Resource Staff person, ensuring that tutoring is available for students every minute of the school day. On days when students have scheduled classes (Mondays-Thursdays) GEC schedule includes breaks between periods when students can meet with tutors and Resource Staff. Fridays will be reserved for students and staff to conduct meetings, and Tier II students will also be scheduled for tutoring on Fridays either by Resource Staff or by their instructor.

In addition to tutoring, Tier II instruction will also include online tutorials that assist students in self-directed, progress-monitored work. GEC will use Pearson MyFoundationsLab, a series of online, mastery-based instruction and assessments. MyFoundationsLab is aligned to the Common Core State Standards and includes 90+ topics of study and over 30,000 assessment items and is fully customizable to meet any course objective. GEC will also use Apex Tutorials in math and English language arts to

engage students in meaningful instruction, practice, review, and assessment to build the required knowledge and skills. Student progress in Tier II will be evaluated by intervention progress monitoring via progress reports in MyFoundationsLab and Apex Tutorials and in skills change in CASAS and SRI scores.

Tier III instruction is required for Students who are not able to make progress within Tiers I and II (as evidenced by a failure to master standards within a given term) or who have CASAS and SRI scores at intake that demonstrate that they are not yet ready for high school content. During the iExcel, students will take the CASAS and the SRI to identify students' levels of skill in reading and mathematics. CASAS provides an initial assessment of a student's level of proficiency in math and English skills, generating a grade level equivalent score. SRI is a computer-adaptive reading assessment for Grades K-12 that provides immediate, actionable data on students' reading levels and growth over time. SRI assesses a student's level of reading comprehension, generating a Lexile score for each student. Students with CASAS math scores below 7th grade and Lexile scores below 1000 will be referred to basic skills instruction and placed into Tier III intervention, where students work on foundational math and competency English instruction to prepare for high school-level coursework.

Basic skills coursework in reading will rely heavily on computer-integrated resources, including System 44 and Read 180. Students in Competency English courses will progress through modules in System 44 and Read 180. **System 44** provides students with extremely low SRI scores with foundational reading and phonics intervention. Its online platform helps students master the foundational reading skills required for success with the Common Core through explicit instruction in comprehension and writing. System 44 instruction provides personalized learning progression driven by technology. Read 180 is a comprehensive system of curriculum, instruction, assessment, and professional development proven to raise reading achievement for struggling readers. Both System 44 and **Read 180 use** adaptive technology to individualize instruction for students and provide powerful data for differentiation to teachers.

In Indiana, testing of students at intake indicates that fewer than one third of its Excel Center students entered the school at high-school reading and math levels. GEC is prepared for and anticipates seeing similar results. Therefore, to prepare students for high school-level content, the school will provide an array of instructional strategies to help students catch up and progress quickly. GEC's extended hours of operation – open six days a week, beginning early in the morning into the night – will allow working adults the opportunity to be in school when their schedules permit. Resource staff will be available to answer students' questions and provide one-on-one instruction at the requests from students. Students in need of remediation will be able to enroll in basic skills courses (Foundations Math I and II, Competency English A and B) to prepare for higher-level coursework. These courses blend online learning with scheduled group work to cover material that a number of students could benefit from learning from an instructor.

c. Resources and Instructional Materials

Resources and Instructional Materials

The Excel Center network has facilitated the development of standards-aligned curriculum and instructional materials that have proven success with adult students. This standards-alignment has successfully taken place across Indiana and in Austin, Texas and is currently taking place in Memphis, Tennessee as well. Typical textbooks are not used as much of the school's curriculum is developed in-house. All curricula have been vetted by The Excel Center network curriculum experts and undergo regular revision to ensure rigor and alignment to CCSS and DC standards. Curricular and instructional resources are housed in the Blackboard Learn learning management system, which is maintained by The Excel Center network. Teachers access their instructional materials via Blackboard Learn, and students are provided a level of access that will allow them to download course notes and take part in content discussions outside of the classroom. The Excel Center network adjusts curriculum and instructional materials to the requirements of CCSS and DC standards and posts teacher and student resources for schools. In addition to these locally developed instructional materials, GEC utilizes Pearson online textbooks for social studies and science courses; Agile Mind for mathematics; Middlebury Interactive Languages for world language; and Plato Courseware for art and music appreciation. Plato Courseware is also the online provider for GEC credit recovery coursework. Credit recovery is used on a limited basis for students who may only need one credit or a partial credit in a subject required for graduation. Scholastic System 44 and READ 180 are used for the remedial reading program. SAS Curriculum Pathways are utilized as an additional instructional resource for English Language Arts, Mathematics, Science, Social Studies, and Spanish, and English students additionally use noredink.com for supplemental grammar instruction.

Resources for All Student Populations

GEC anticipates that some students will have a native language other than English. School staff will connect English Language Learners (ELLs) with the resources they need to learn and remain engaged in schoolwork. Where possible, some online content will be available for Spanish speakers, and there will be bilingual staff available to assist ELLs to access the resources of the school. GEC will contract with outside providers in order to meet the educational needs of any second-language students who do not speak Spanish. Additional resources utilized by English Language Learners include the Cambridge University Press Ventures program, bilingual dictionaries, Scholastic READ 180 Lbooks, and the Read & Write Gold program, which provides reading and writing supports. The Cambridge University Press Ventures program is a six-level standards-based ESL series for adult education. Ventures features an integrated-skills approach that teaches practical communication in an educational, workplace, family, or community setting.

Students with disabilities are provided all accommodations outlined in their IEPs and additionally often utilize the Read & Write Gold program that provides text-to-speech reading support, study skills and research support, and writing and self-editing support. Students who are reading far below grade level utilize Scholastic System 44 and READ

180. Students whose math skills are below 7th grade utilize locally developed resources for Math Lab A and Math Lab B, including additional support from Kahn Academy and IXL Math. Students performing above grade level are able to access college level courses as well as industry certification courses.

Examples of Success

These instructional resources have been used with The Excel Center students in Central Indiana since 2010, with proven success. Students often enter The Excel Center with zero credits and reading and mathematics skills that are equivalent to an elementary school level. These students are able to progress through The Excel Center's course offerings utilizing the instructional materials and resources listed above, completing courses, passing standardized assessments, earning job certifications and dual credits. To date, The Excel Centers have produced 1,004 graduates with 82% of graduates receiving an industry-recognized credential prior to graduating and 26% percent of graduates receiving college credit before graduating.

d. Assessing Learning

GEC will utilize a competency-based approach to measuring student mastery of standards-aligned curricula in lieu of seat time requirements. All courses offered will require students to demonstrate mastery of material via standards-aligned formative and summative assessments. GEC course progression is carefully designed to build upon previously learned concepts and skills, and thus students must take the courses into which they are placed; there is no "test out" option. Students will demonstrate competency based on classroom performance and formative and summative assessments in order to earn course credit. GEC will utilize grades to indicate the level of competency and mastery of the course material. Further information regarding GEC's grading scale can be found in the following section.

Based on its target demographics, GEC may not have high initial standardized test scores, but these scores will help determine which content and coursework will be important for students' academic success. GEC will use a number of indicators to measure progress and to refine instruction and organizational performance. These measurements will be relevant for individual and school-wide levels. The school will not, however, organize information at the cohort level. A student who has dropped out of school and then returned will be out of his/her cohort. Since students will arrive and finish at various times, the cohort-level measurements will internally provide little insight on the performance of the school.

While test scores do provide a point-in-time assessment of student skill attainment, GEC will focus on promoting student growth. At enrollment, students will take the Scholastic Reading Inventory (SRI). SRI is a computer adaptive reading assessment that provides immediate, actionable data on students' reading levels and growth over time. SRI assesses a student's level of reading comprehension, generative a Lexile score for each student. SRI is aligned to the Common Core State Standards and provides an assessment of a student's reading level from grades K-12, allowing this test to be used for students with both very high and very low skill levels. Students enrolled in

the remedial reading program, System 44 or READ 180, will take the SRI at the beginning and end of each term. Students in the core humanities courses will take the SRI every other term. Students and teachers will track growth in reading comprehension ability. Teachers will utilize this information in instructional decision making.

In math, students will take a locally developed standards-aligned mathematics placement assessment that determines their placement into GEC mathematics course progression. The placement test is standards-aligned and consists of two parts: part one assesses students on grades 2-4 CCSS mathematics standards, and part two assesses students on grades 5-7 CCSS mathematics standards. The placement assessment is built into the Blackboard Learn learning management system. Because each item is aligned to particular standards, the Blackboard Learn program provides disaggregated data regarding student mastery of standards and their individual strengths and areas of need. Students who do not demonstrate mastery of the content and skill necessary for success in Algebra I place into Math Lab A (Grades 2-4 equivalency) or Math Lab B (Grades 5-7 equivalency). These courses focus on deep understanding and mastery of the essential skills and concepts necessary to unlock algebra and advanced mathematics and are built around a focused and coherent curriculum that enables students to progress swiftly and successfully toward the high school level curriculum.

Classroom assessments at GEC will be standards-aligned and part of a dynamic embedded process that engages students simultaneously in learning and assessment of that learning. Student performance tasks supplement more traditional forms of teaching and learning, where students extend and apply their learning. Through a competency-based system, students demonstrate mastery of learning targets and standards and provide evidence of critical thinking, collaboration, effective communication and academic mindset. In addition to a traditional grade book, GEC teachers will maintain a mastery tracker for each of their classes. These mastery trackers will document students' level of mastery on the learning targets to which the course is aligned, and teachers, coaches, and students are always aware of progress toward target learning goals.

On an ongoing basis, individual students will be monitored on a number of key indicators, including attendance, credit attainment, GPA (including intermediate grades while enrolled in classes), and increases in learning target mastery and SRI scores over time. Teachers will be responsible for logging intermediate metrics, including grades and attendance, into the school's student information system. Attendance metrics will be gathered daily and reported weekly, and SRI and classroom assessment percent-to-mastery scores will be recorded by remediation and special education staff. These ongoing metrics will be used by the school director, who evaluates the data points as a means of monitoring growth.

These indicators will be used to help teachers reevaluate the student's lesson plans and suggest alternative teaching and learning practices to address subjects or areas of concern. The school leadership team will conduct regular data reviews to monitor

school and student performance. Data reviews will take place each term during Friday staff meetings, with a final data review taking place at the end of each term. The leadership team and teachers will review the attendance and percent-to-mastery statistics for each course and utilize this information in making instructional and intervention decisions.

During the last term or two prior to graduation, students will take the Comprehensive Adult Student Assessment System (CASAS) assessment to document their reading, math, listening, writing, and speaking skills. CASAS test results are essential for participation in programs funded by the Department of Employment Services (DOES) and other funded vocational training opportunities. Additionally, upon completion of the courses in their CTE pathway, students will take examinations required for industry-recognized certification.

Notification of Student Progress and Achievement

Students will be kept informed of their progress through weekly progress reports, regular check-ins with their life coach, and online access of the student information system.

Mandatory Assessments

GEC will ensure that all GEC students will complete all mandatory state assessments prior to the end of 10th grade.

e. Vertical Alignment and Promotion Requirements

Students will enter GEC with a varying number of credits, years spent in school, and grade designations. Students will graduate from GEC once they complete the required course progression and credit requirements, regardless of their grade designation. When a grade assignment is required for testing or other purposes, the following will be used to determine the grade placement:

9 th Grade	10 th Grade	11 th Grade	12 th Grade
Fewer than 6 credits earned English I and/or Algebra I not completed	6-11 credits earned English I and Algebra I completed	12-17 credits earned English II completed	18+ credits completed English III completed

GEC Course Progression

Students' previously earned credits and placement assessment results determine where they enter GEC course progression. A minimum of 22 credits are required to earn the high school diploma.

Humanities					
Developmental Reading I: System 44	Developmental Reading II: READ 180	World Studies A	World Studies B	American Studies A	American Studies B
Placement:	Placement:	Prerequisite:	Prerequisite:	Prerequisite:	Prerequisite:

SRI<600L with SPI Cut Score	SRI 600-1000L	SRI 1000L+	World Studies A	World Studies B	American Studies A
1 Elective Credit	1 Elective Credit	2 Credits: 1 English I 1 World Hist I	2 Credits: 1 English II 1 World Hist II	2 Credits: 1 English III .5 U.S. Hist	2 Credits: 1 English IV .5 U.S. Hist .5 U.S. Govt

Mathematics						
Math Lab A	Math Lab B	Algebra I A	Algebra I B	Geometry	Algebra II	4th Year Math
Mathematics Placement Assessment	Mathematics Placement Assessment	Mathematics Placement Assessment	Prerequisite: Algebra I A	Prerequisite: Algebra I	Prerequisite: Geometry	Prerequisite: Algebra II
1 Elective Credit	1 Elective Credit	.5 Credits: .5 Algebra I	.5 Credits: .5 Algebra I	1 Credit: 1 Geometry	1 Credit: 1 Algebra II	1 Credit: 1 4th Year Math

Science
4 courses from the following list; 3 of which will be lab sciences: Earth and Space Science (1.0 cr) Integrate Chemistry and Physics (1.0 cr) Biology (1.0 cr) Chemistry (1.0 cr) Physics (1.0 cr) Anatomy and Physiology(1.0 cr) Environmental Science(1.0 cr) Additional science courses may be available based on student need/demand.

Visual/Performing Arts	
Art Appreciation	Music Appreciation
Prerequisite: N/A	Prerequisite: N/A
.5 Credits: Art	.5 Credit: Music

World Languages	
Spanish I; French I; German I; or Mandarin Chinese I 90 minutes/day (8 weeks)	Spanish II; French II; German II; or Mandarin Chinese II 90 minutes/day (8 weeks)
Prerequisite: N/A	Prerequisite: Spanish I or French I
1 Credit: World Language I	1 Credit: World Language II

CTE	
Senior Seminar	CTE Pathway Courses
Prerequisite: N/A	Placement: Last Term Prior to Graduation
1 Elective Credit: .5 Career Exploration; .5 Employability Skills	2.5+ Elective Credits Industry-recognized Certification

Course and Credit Requirements (22 credits)	
English/Language Arts	4 credits
	1 credit: English I 1 credit: English II

	1 credit: English III 1 credit: English IV
Mathematics	4 credits 1 credit: Algebra I 1 credit: Geometry 1 credit: Algebra II 1 credit: 4 th year math course
Science	4 credits 4 science courses; 3 of 4 contain a laboratory component
Social Studies	3.5 credits 1 credit: World History & Geography I 1 credit: World History & Geography II 1 credit: U.S. History .5 credit: Principles of U.S. Government
World Languages	2 credits 2 credits of a world language
Visual/Performing Arts	1 credit .5 credit: Art History Appreciation .5 credit: Music History and Appreciation
CTE – Career Preparation	1 credit .5 credit: Career Exploration .5 credit: Employability Skills
Electives	2.5 credits Students are encouraged to select the remaining 2.5 credits from their Career Cluster Pathway; preference should go toward courses leading to industry recognized certification
Total Credits	22.0

The Excel Center will request a waiver from the community service requirement, as students will be participating in job training and work based learning experiences consistent with the mission of the school.

Promotion Requirements

All of GEC's course offerings will be standards-based. Mastery of these standards is the intended outcome for each course. Each of the courses in the course progression is designed for an 8-week term, and students will move through the course progression as they demonstrate mastery of the course standards. Students will earn grades on a traditional A-F scale, as demonstrated below. Students will earn course credit for any course in which they earn at least a D. Teachers, life coaches, and college and career coaches will hold weekly meetings to discuss student progress and to determine which students need extra support, either through differentiated instruction in the classroom or tutoring sessions. Life coaches will meet with each student to whom they are assigned regularly to track goals and to discuss academic progress toward graduation. The students and coaches will establish a graduation plan prior to students beginning their first term, and these plans will be revisited prior to scheduling each subsequent term. This will allow students to monitor their progress toward their projected graduation date. Students with disabilities will be assigned a special education teacher of record who will meet weekly with teachers and coaches to ensure that students are making progress and that students' IEPs and Section 504 plans are implemented with fidelity. English language learners will be assigned to an English language coordinator who will meet

regularly with teachers and coaches to ensure that students are making progress and that ILPs are implemented accordingly.

Student grade point average (GPA) will be calculated on a 4-point scale, with dual credit college courses receiving an additional weight of 1.0. Courses leading to an industry recognized certification qualify for the weight only if they are dual credit courses. GPA will be calculated at the end of each term and averaged across terms to calculate GPA at graduation. Most students who enroll in GEC will have earned high school credits and thus have a GPA on their transcript. GEC will use previously earned grades and credits in its GPA calculations.

Grade Point Average (GPA) Calculation Procedure

Numerical Course Grade (%)	Letter Grade	Grade Points	Dual Credit Grade Points
93-100	A	4.0	5.0
90-92	A-	3.7	4.7
87-89	B+	3.3	4.3
83-86	B	3.0	4.0
80-82	B-	2.7	3.7
77-79	C+	2.3	3.3
73-76	C	2.0	3.0
70-72	C-	1.7	2.7
67-69	D+	1.3	2.3
64-66	D	1.0	2.0
63 and Below	NC (no credit)	No grade points	No grade points

Calculation:

GPA Per Course = Number of Credits Earned in the Course x GPA (from table) + 1 (For Dual Credit Course)

Term GPA = Sum of all Per Course GPAs / Number of Credits Earned in the Term

Students will earn credit hours not through seat time but through demonstrating mastery of the standards to which the course aligns. GEC's Director will maintain standards-aligned final exams for teachers to administer at the end of each term.

Students will be required to select their elective coursework through one of five career cluster pathways: Construction and Property Management, Healthcare, Hospitality and Tourism, Information Technology, and Security and Protective Services. GEC plans to re-examine the career pathway options for students in subsequent years of operation, according to local industry employment needs.

Aligning all coursework with the CCSS, DC Educational Standards, NCTM Standards, Next Generation Science Standards, and end of course assessments ensures that students passing these courses and end of course assessments will be ready for college and careers. All CTE coursework will align with industry standards. Students must pass assessments to demonstrate mastery of these expectations. GEC's curriculum and instruction will undergo continuous analysis and revision to meet changing post-secondary expectations.

Teachers will collect student performance data in the form of classroom assignments and benchmark assessments. Teachers, coaches, and the School Director will hold weekly data meetings to analyze student data and instructional strategies. Teachers and coaches will extend the professional learning community to include regular communication with students regarding their levels of mastery of particular skills, set goals, and monitor progress.

Students will place into coursework based on the diagnostic assessments they take upon enrollment. Students needing remediation will find greater success when placed into remedial reading and/or math coursework during their first term and immediately begin tracking their own progress. Students will move through the course sequence when ready based on their reading level (Lexile score), passing prerequisite courses, and passing end of course assessments. While some students may not meet the graduation requirements in the timeframe planned for them, GEC will offer individualized intensive remediation in the form of tutoring sessions before, during and after school and on Fridays.

Sample Student Graduation Plans

The table below provides an example of a graduation plan for a student who enrolls in GEC with 0 credits. This student will be able to earn all credits required for graduation plus and industry recognized certification in ten 8-week terms.

Credits earned prior to Excel Center enrollment.	0 credits
Year 1, Term 1	Developmental Reading <i>1 elective credit</i> Math Lab A <i>1 elective credit</i> Science Course <i>1 science credit</i>
Year 1, Term 2	World Studies A <i>1 social studies credit</i> <i>1 English credit</i> Math Lab B <i>1 elective credit</i>
Year 1, Term 3	World Studies B <i>1 social studies credit</i> <i>1 English credit</i> Algebra I A <i>.5 math credit</i>
Year 1, Term 4	American Studies A <i>.5 social studies credit</i> <i>1 English credit</i> Algebra I B <i>.5 math credit</i>
Year 1, Term 5	American Studies B <i>1 social studies credit</i> <i>1 English credit</i> Geometry <i>1 math credit</i>
Year 2, Term 1	Algebra II <i>1 math credit</i>

	Science Lab Course <i>1 science credit</i>
Year 2, Term 2	4 th Year Math <i>1 math credit</i> Science Lab Course <i>1 science credit</i>
Year 2, Term 3	Science Lab Course <i>1 science credit</i> Art Appreciation <i>.5 arts credit</i>
Year 2, Term 4	Music Appreciation <i>.5 arts credit</i> World Language I <i>1 WL credit</i> Senior Seminar <i>1 elective credit</i>
Year 2, Term 5	World Language II <i>1 WL credit</i> CTE Certification Coursework <i>2.5 elective credits</i>
Total Credits on Transcript at Graduation	25

4. Support for Learning

a. Planning Year

Planning Year Calendar

The following pages provide a calendar of activities that GEC will undertake from charter approval to opening day. Phase I includes some activities that have or will have taken place prior to charter approval.

	Activity	Due Date
Phase I: PLANNING		
Governance	Begin to Form School's Founding Board of Directors	January 2015
Governance	Fully develop governance structure	February 2015
Governance	Develop long-term fiscal plans and goals	February 2015
Finance	Fully develop school budget	February 2015
Finance	Identify sources for short-term loans to cover any unexpected expenditures that may negatively impact the school's operating budget	February 2015
Finance	Identify sources for start-up funding or loans	February 2015
Finance	Establish budget oversight policies	March 2015
Finance	Establish internal controls and fiscal policies	March 2015
Finance	Research and recommend auditing options	February 2015
Facility	Research viable facilities	January – August 2015
Instruction & Assessment	Develop academic model and school curriculum plan	January 2015
Outreach	Develop school marketing plan (plan for community presentations, door-to-door, brochures, direct mailing, open houses, and answering inquiry phone calls)	February 2015
Staffing	Fully develop school staffing structure	February 2015
Staffing	Hire School Leader	January 2016
	Receive Charter Approval	June 2015
Phase II: PREPARATION FOR OPENING		

Governance	Founding Board members transition to Board of Directors and additional Board members are recruited, as needed	June 2015
Facility	Select school facility	September 2015
Facility	Work with landlord and architect to plan building renovations, if needed	September 2015
Facility	Begin facility renovation/construction	October 2015
Facility	Set-up network infrastructure	February 2016
Facility	Purchase furniture	March 2016
Finance	Apply for CSP Funds	<i>as soon as available</i>
Finance	Apply for Walton Family Foundation grant	<i>as soon as available</i>
Finance	Determine payroll provider	January 2016
Finance	Implement accounting system	January 2016
Instruction & Assessment	Identify industry certifications within the selected career pathways	January 2016
Instruction & Assessment	Purchase relevant curriculum, curricular materials, and educational platform (not provided by GEI)	February 2016
Instruction & Assessment	Purchase technology	February 2016
Instruction & Assessment	Review course mapping to ensure all courses are mapped to Common Core	March 2016
Instruction & Assessment	Arrange for all mandatory testing	June 2016
Instruction & Assessment	Revise and finalize student schedules	August 2016
Organizational	Plan for school support services with GGW (i.e. accounting, HR, marketing, facilities management and janitorial cleaning, security, ongoing IT support, fund development)	December 2015 – January 2016
Organizational	Purchase Student Information System (earlier implementation if start-up funds allow)	March 2016
Organizational	Develop School Emergency Plan	February 2016
Organizational	Formalize Weather Notification Plan	February 2016
Organizational	Finalize Student Discipline Plan	February 2016
Organizational	Finalize Student Handbook (including attendance, promotion and grading policies)	February 2016
Organizational	Receive Board approval for all school policies and plans	March 2016
Organizational	Receive PCSB approval for all school policies and plans	April 2016
Organizational	Implement Learning Management System	April 2016
Outreach	Conduct community outreach and develop community partnerships for wrap-around services and student referrals	July 2015
Outreach	Identify local college/university to work with in granting dual credit and certifications	January 2015
Outreach	Identify industry areas of focus for career pathways	January 2015
Outreach	Identify industry partners related to career pathways	July 2015
Staffing	Plan staff recruitment strategy	January 2015
Staffing	School leader goes through initial Excel Center training	February 2016
Staffing	Initial training on LMS	April 2016
Staffing	Formalize staff professional development plans	April 2016
Staffing	Select Office Manager and Registrar and issue offer letter	March 2016
Staffing	Office Manager and Registrar Begins	March 2016
Staffing	Select Lead Teachers and issue offer letters	April 2016
Staffing	Select all other staff and issue offer letters	June/ July 2016
Students	Students complete initial paperwork, indicating desire to enroll in the school	January – April 2016
Students	A student lottery is held, if needed (all remaining students are	May 2016

	placed on a waiting list)	
Phase III: START-UP		
Facility	Complete facility renovation/construction	May 2016
Facility	Arrange classrooms and instructional and work environments	June 2016
Facility	Facility sign off by all necessary parties (i.e., health inspectors, fire marshal, PCSB, etc.)	May 2016
Instruction & Assessment	Set-up technology hardware with all necessary software and programming	May 2016
Instruction & Assessment	Review and assess needs of students who have or have previously had IEPs or Section 501 plans	July – August 2016
Instruction & Assessment	Develop plans for serving students with special needs	April – May 2016
Instruction & Assessment	Work with students/parents to develop or review IEPs or Section 504 plans, as necessary	August 2016
Instruction & Assessment	Coordinate schedule for students with special needs	August 2016
Instruction & Assessment	Develop preliminary student schedules	August 2016
Organizational	Set-up data warehouse	April 2016
Organizational	Data entry into SIS, including student demographics, schedules, etc.	March – August 2016
Organizational	Registrar/Office manager is trained in transcribing transcripts	March 2016
Organizational	Transcribe student transcripts and enter data into SIS	March – August 2016
Staffing	Start date for all employees except School Director and Office Manager	July 18, 2016
Staffing	Provide orientation for all new staff and faculty	July 18 – 22, 2016
Staffing	Advise staff on all legal and regulatory compliance	July 25 – 29, 2016
Staffing	Implement immediate staff development plans	July 18 – 12, 2016
Students	Students complete enrollment paperwork and retrieve copies of their high school transcripts, if available	April – June, 2016
Students	All student transcripts are due	July 2016
Students	Conduct student orientation and student pre-assessments	August 15 – 16, 2016
Students	Finalize students' schedules based on pre-assessment results and transcripts	August 17 – 19, 2016
School Begins		
	<i>First Day of School</i>	August 22, 2016

Anticipated Challenges

As with any new venture, GEC anticipates some challenges associated with starting a new school. These challenges include: (1) attracting and recruiting the best talent to staff the school and (2) selecting a viable facility that is located near public transportation lines and fits within the school's budget. Despite these anticipated challenges, the founding group has been proactive and identified multiple ways in which it will address each of these challenges so that the new school is opened successfully at full capacity and on time. The plans for developing each of these challenges are further outlined below.

Challenge 1: Attracting and recruiting top talent

Hiring a high quality and highly effective school staff is critical to the success of any school, particularly a new school. Hiring top talent will be a challenge to GEC,

particularly in a large market where there are vast educational opportunities for teachers and educational leaders. To overcome this challenge, GEC and the Board of Directors will do the following:

- Recruit from the current GEC network of schools.
- Leverage the talent and expertise of GGW's knowledgeable and experienced Human Resources staff.
- Raise awareness of GEC. GEC will need to heavily market the school not only to make the community aware of the benefits of enrolling in GEC but also so that the talent pool is aware of GEC as a potential place of employment. Please see the Establishing the Need section for further details.
- Streamline staff recruitment efforts to focus on the unique aspects of GEC. GEC's academic environment will be very appealing to compassionate teachers who want to hold students accountable for their own academic success and give them an extra push, when needed, to help them succeed. Evidence from the Indiana Excel Centers suggests that teachers will appreciate not needing to focus on classroom management and discipline as much as traditional high schools. Because the school's students have made a choice to return to school, the student body will be motivated and focused on learning. Despite this benefit, not all teachers will enjoy GEC: its teachers must also be adaptable and creative, capable of concentrating a semester's worth of work into the school's eight week terms and during times that may enter into evening hours. Additionally, teachers must be able to commit to working the school's year-round schedule.
- Continue to develop robust partnerships with organizations that assist with teacher placement and source staffing and teaching candidates via networking, website job postings and event participation with the following organizations: Idealist.org; National Association of Secondary School Principals; National Association of Public Charter Schools; CareerBuilder; LinkedIn; and area schools of education such as Trinity University, University of Maryland, American University, and Howard University. GEC will also recruit top talent from the national Excel Center Network who are interested in relocating to the Washington DC area.
- Begin hiring and issuing offer letters to school staff in the winter and early spring of 2016 to reduce competition for selecting top talent. Upon charter school approval, sourcing candidates for the School Director position will begin.
- Offer competitive salaries and benefits. In order to recruit top talent, salaries and benefits will be competitive with other local schools. Benefits will include: medical, dental, vision, basic life and AD&D insurance; an employee assistance plan; educational assistance program; 403(b) retirement plan; short term and long term disability; bereavement leave; and paid PTO and holidays.
- Solicit guidance and GEC's experience and lessons learned from opening nine Excel Centers across Central Indiana as well as assisting other organizations in other parts of the country open Excel Centers at full capacity.

More information specific to recruiting the School Director is provided in the Human Resources section of the Operations Plan.

Challenge 2: Finding a facility located near public transportation within the school's budget

- Utilize GGW's facility acquisition and management experience. GGW has expertise in the selection, negotiation, and maintenance of real estate and also has business ties to a number of organizations and individuals who have expertise in this arena. Over the past 11 years, GGW has secured leases on 10 retail stores, a warehouse, and a commercial office space. GGW has also renegotiated and maintained leases on 5 other retail stores and a headquarters location and also owns a retail store and training center in Arlington, Virginia.
- Pursue possible locations in Wards 4, 5, 6, and 7 that are within walking distance to a metro. Through many local real estate contacts, the founding group has discovered some viable sites in these Wards.
- Research creative uses of spaces that will fit The Excel Center Model. GEC will serve adults and will not require certain school spaces that are typically seen in a traditional school, such as a cafeteria and gymnasium. Not having these spaces will enable GEC to be more creative in selecting a viable school facility. GEC will request a waiver from serving breakfast and lunch.

One of the most significant resources available to GEC in launching is GGW. GEC is being born out of GGW's mission to transform lives and communities through the power of education and employment. For this reason, GGW is fully committed to the success of GEC and plans to provide significant supports and services to ensure the organizational success and financial viability of the school. These supports and services include accounting, facilities maintenance, development, executive management, marketing, human resources, and information technology services, as well as financial grants.

GGW is a multi-million dollar organization that has been part of the Greater Washington DC community since 1935. GGW is accredited by CARF (Commission on Accreditation for Rehabilitation Facilities) and has launched many successful ventures, including the recent Marriott Marquis Job Training Program. In this and other skill training programs implemented in just the past two years, GGW enrolled 1300 individuals and placed 545 in jobs throughout the DC Metropolitan region. Through these experiences, GGW has developed institutional knowledge in serving and educating an adult population and has also cultivated a number of community partnerships that will continue to be beneficial as it seeks to bring The Excel Center to DC.

Another critical component of the success of GEC will be its relationship with and the support it receives from the National Excel Center Network operated by Goodwill Education Initiative ("GEI"). GEC will leverage the experience and expertise of GEI in starting up and operating an Excel Center. GEI opened the first Excel Center in Indianapolis in 2010. GEI now successfully operates a total of nine Excel Centers across Central Indiana. GEI is currently in the process of seeking approval to open two additional Excel Centers in Central Indiana. Having met a significant amount of success in starting up The Excel Center Model, GEI has created a licensing option for other organizations to license The Excel Center name and school model. Through this

agreement, GEI has assisted with the opening of an Excel Center in Austin, Texas. That school has been approved for expansion in the fall of 2015. Two additional Excel Centers have been authorized and approved to open in the Memphis, Tennessee and South Bend, Indiana, both in the fall of 2015.

Schools in The Excel Center network have met a large degree of success. To date:

- Students, on average, earn a high school diploma within 2 years;
- The Excel Center has produced 1,004 graduates;
- Preliminary data show that 82% of 2014 graduates received an industry-recognized credential before graduating; and
- 26% of 2014 graduates received college credit before graduating.

b. School Organization and Culture

School Organization and Culture

The environment within GEC is designed to meet adults' learning needs by encouraging them to see the relevance and importance of their education while providing a mature environment for learning and discussion. The school's format reflects the characteristics of educational environments that benefit adult learners, including open discussion, self-directed learning and personal accountability.

Many traditional adult education programs lack the flexibility that adult learners require to become successful. Across the country, adult education programs typically follow a process-oriented model that requires adults to learn at the pace established by the program. These programs do not meet the needs of adults who must balance work, life and family concerns with their learning goals.

GEC's academic environment is designed to prepare students for post-secondary education, which requires self-direction, initiative and personal discipline. The school will provide a variety of academic opportunities for growth that fit students' needs and learning styles. In order to allow students the freedom to explore these goals, students will determine the pace and content of their academic program. Students who have previously dropped out of school have the freedom not to continue their education, and the students who enroll will have demonstrated a clear motivation. This distinction is critical to understanding GEC's culture: each student has, at some point in his/her life, recognized the challenges of life without a high school diploma and has made the choice to return to school. The model is designed around students who have recognized the need for an education and have demonstrated a certain level of motivation to continue their education, and will provide supports to students to continue in this approach by helping overcome life barriers and set realistic goals to continue their progress.

Excel Center staff will work with a challenging student population. Thus, staff development will often focus on the ways in which staff can interact with students in productive ways. A critical component of GEC's success is the hiring process, wherein teachers are selected in part based upon their emotional intelligence and ability to build relationships with students. This need is even more particular with adults, who respond

better in a learning environment that respects the perspectives, experiences and views adult students bring to the classroom.

As a part of new staff development, staff will learn more about the population they will be serving in GEC. In a group setting, staff will watch videos of students' communication styles, and examine case studies of student barriers. Staff will debrief these experiences, brainstorm ways of working with this student population, and set expectations for their work in the school in the future. Administrators from GEI and the other Excel Center sites will also assist new staff in learning how to work with this population and to share ideas and best practices on means of promoting student engagement and success. This process will be repeated at the beginning of the new academic year in July, allowing staff to recalibrate and prepare for a new academic year.

Adult learners benefit from strong relationships with peers and staff which provide consistent support for education, strengthen motivation to achieve goals, and build resiliency to overcome obstacles. The core of The Excel Center Model is fixed-time classes with face-to-face instruction. Classes meet in extended blocks, permitting teachers to establish relationships of trust, relevance, and respect with students. Life coaches are a critical part of establishing the school culture within GEC. Coaches will help students address life barriers and issues that prevent students from being successful in school. GEC's coaches will help keep students engaged and motivated in the school. Coaches will work with a cohort of students to identify potential obstacles to their education, whether short-term (such as housing and childcare) or long-term (including student self-efficacy and self-confidence).

Encouraging High Attendance and Re-Enrollment Rates

Students will enter GEC having previously dropped out of high school. As discussed in the "Demonstrating the Need" section, adult learners often face non-academic barriers to their educational success, many of which were prominent reasons that students dropped out of school in the first place. It will be critical to the success of students as well as the school to implement strategies to keep students engaged in school so that they remain in school and complete all of the requirements for a high school diploma. The Excel Center model has developed a number of strategies to encourage high attendance rates as well as re-enrollment rates so that students stay on track towards graduation. GEC will implement the following strategies which have been proven successful across The Excel Center network:

Visible School Goals: When students walk into GEC, there will be school goals related to graduation and attendance in plain sight. Every person who walks into the building will be able to see how many graduates the school expects to see and what attendance expectations are, as well as the progress that the school is seeing towards those goals. Students are greeted every day with a clear message of expectations. Also, proudly displayed on the walls of the school will be the names of those students who have earned a high number of credits towards graduation and who have achieved perfect attendance. Celebrating student successes is a strategy that has proven successful not

only with traditionally aged students, but with adults as well. Adults often enjoy being recognized for their success, especially having often not experienced school success in the past.

Class Report: At the beginning of each class on Mondays, teachers will spend 5 – 10 minutes sharing a “State of the Class Report” with students. These class reports will be presented to students to show them the class’s attendance rate from the prior week and all of the weeks during the 8-week term. The teacher will also show attendance trends indicating how much attendance has improved or declined from week to week. Finally, the teacher will gently remind students of the school’s expectations regarding attendance and how many days are left in the term. During the State of the Class Report, teachers will also share student progress and inform the class of how many total A’s, B’s, C’s, D’s and “Incompletes” were received during the previous week. This is also an opportunity to highlight and celebrate student success by publicly recognizing those students who earned “mastery grades” (80% or better) and who had perfect attendance.

These data reviews will be instrumental in helping students understand the correlation between their attendance and their grades. Also important, teachers will take time to talk about career opportunities that are available in the area, share wage opportunities and break down the amount of money to be made into weekly amounts to help students gain perspective on where their high school diplomas may take them. This process has been proven to be very powerful in helping students understand what they will have access to after graduation. This message will be reiterated whenever and wherever possible and the weekly class report provides an opportunity to do so. All teachers and staff will push the ultimate goal for GEC’s graduates: economic self-sufficiency.

Graduation Plan: Each student will have a plan which articulates what the student needs to accomplish while they are enrolled in GEC, including which classes they need to complete and which high-stakes standardized assessments they need to pass. The graduation plan will inform students of their expected graduation date. The Graduation Plan will let students know where they are starting and where is the finish line.

Graduate Tracker: Information from GEC’s student information system will be uploaded to a data warehouse on a nightly basis. The data from the student information system will populate a number of visual dashboards which allow school leadership and staff to track school-wide and individual student goals. The Graduate Tracker is one of these visual data dashboards. The Graduate Tracker provides information on each student and displays which students are “on track” to graduate. The Graduate Tracker is meant to inform every staff member in the school of which students are close to graduating so that all staff can help build momentum behind each of these students and continue to encourage them that they have almost reached their goal. The School Director will make a point to check on each of these upcoming graduates everyday to ensure that they are continuing to move forward with their requirements. Likewise, the Graduate Tracker informs staff on which students may be falling behind and to address any

issues those students might be facing immediately so as to help get them back on track quickly, without losing any valuable ground.

Student “Employee” Contract: During the iExcel new student orientation, GEC staff will share a message on the importance of professionalism and work-readiness. The Student “Employee” Contract is one way that GEC will simulate the professional environment in the classroom. At the beginning of a course, students will enter into a contract that is similar to a work contract they might see in a professional environment. The Contract includes a job description for the student, the student’s job duties, the number of total points a students may be “compensated” throughout the duration of the course, the credits students will be awarded towards graduation if they fulfill all of their essential job duties, “additional wage opportunities” or extra credits students may earn by putting in “overtime” and working on Fridays, and the conditions under which the contract could be terminated (points deducted due to absences, failure to complete assignments, demonstrating the inability to work effectively with other “employees” on tasks, and failure to communicate an absence in advance of work). The contract will provide students with very clear expectations and an understanding of how they can be successful in the class, while also mimicking the environment that students will encounter after they graduate from GEC.

iExcel New Student Orientation

Many adults who have the desire to return to school to earn their high school diploma may not fully realize the level of commitment that is required of them to earn a high school diploma. For many students – especially students who still have dozens of credits they have to attain – setting realistic expectations of how quickly they can progress through to their high school diploma is a critical first step. To illustrate this path, and to introduce students to the ways that GEC is structured, new students go through the iExcel program to learn about the school and what their educational path will be. Students are given the opportunity to ask questions about GEC.

The iExcel orientation introduces students to the culture of the school and its expectations. At the beginning of the student term, this two-day session introduces students to their coaches, performs initial CASAS assessments, and establishes motivation and goal-setting for their time in GEC. The orientation also exposes students to what post-secondary opportunities exist after earning a high school diploma. The iExcel orientation also presents to students the role of their coach.

Building a Positive Learning Environment for All Students

GEC’s curricular approach will support students with unique needs and those at risk of academic failure. For most students, their presence at GEC indicates that they require an additional level of support. Students will be able to engage with material that meets their needs at their level of ability, allowing students below grade level to have a variety of opportunities to catch up. The integrated curricular model permits students to build on their own work and life experiences while simultaneously learning new content. This individualized and mastery-based approach ensures that students develop mastery of concepts and techniques to connect students to future plans.

GEC anticipates that some students will have a native language other than English. School staff will connect English Language Learners (ELLs) with the resources they need to learn and remain engaged in schoolwork. Where possible, some online content will be available for Spanish speakers, and there will be bilingual staff available to assist ELLs to access the resources of the school. GEC will contract with outside providers in order to meet the educational needs of any second-language students who do not speak Spanish. Students with limited English proficiency will benefit from the school's focus on tangible, skills-based coursework. In particular, skills-based training in industry-specific certificate programs will assist ELL students with vocabulary and terminology needed to work in particular industries. Online resources are available in Spanish and other languages as well.

GEC teachers and resource staff will be trained on strategies to identify students with learning disabilities and other challenges. In addition, since many adults struggle with the stigma of a learning disability and will try to hide that information, the identification process will involve each student's coach to provide emotional support. Like other Excel Center students, students in special education will create individualized learning plans to accomplish their learning goals. However, these plans will include more robust analysis of resources to support their learning. Dedicated special education supports are offered until students age out of the special education program at 21. At that time, students may be able to receive additional support through the District's Rehabilitation Services Administration (RSA). GGW has a strong history and institutional knowledge in the process for connecting with RSA. Students with disabilities will be able to access the instructional methods that best suit their abilities, whether online, one-on-one, or within a classroom setting. Accessibility options with on-line curriculum allow students to access the same material as other students and work at their own pace.

Complaint Resolution Policy

In the event that a student believes that GEC has violated a requirement of IDEA or ADA, the student has the right to file a grievance with the School Director or request an impartial due process hearing with the Office of the State Superintendent of Education regarding the students: (1) evaluation; (2) identification; (3) educational program; or (4) placement. Students may take part in the hearings and have an attorney represent them. Generally, students may file a grievance for one of the following reasons:

- Part or all of a service or treatment outlined in the student's IEP or Section 504 Plan is denied;
- A service or treatment that was previously approved is reduced, changed or terminated;
- The school fails to act within approved timeframes; or
- The school fails to provide treatment in a timely matter.

In the event that a student or employee believes that GEC has violated a requirement of Titles IV or IX, he or she may file a claim of discrimination or harassment. Before doing so, a person is encouraged to resolve the matter informally. Any person who is dissatisfied with attempts to informally resolve a grievance or who wishes to directly

seek formal resolution may contact the School Director or Board of Directors to file a formal grievance.

c. Safety, Order, and Student Discipline

Safety and Discipline Philosophy

GEC and its staff will take every reasonable precaution in order to maintain a safe and orderly environment and to protect the health and safety of its students and faculty. In order to maintain a safe and secure environment, all faculty will be made aware of the school's policies, procedures and discipline policies during staff orientation, and all students will be made aware of the same policies and procedures during an intense, two-day student orientation (see the previous section for more information on the iExcel). Staff will also participate in Crisis Prevention Institute (CPI) Training to learn strategies for dealing with and de-escalating a crisis so that it does not lead to violence. Furthermore, the school will employ a full-time security guard to maintain a presence at the school in the event that any disruption to a safe and orderly school environment occurs.

Students will have made a conscious choice and effort to enroll in and attend GEC and to reengage in their education. GEC's philosophy regarding student behavior and discipline is that all students – regardless of race, gender, age, background, ability, or any other factor – have the basic right to an education and the opportunity to earn a high school diploma as well as maintaining their basic health, safety and security. GEC expects that all members of the school community conduct themselves in a manner to uphold and maintain these rights. Students or faculty who engage in behaviors that negatively impact students receiving an education or any individual's health or safety will be dismissed from GEC immediately. This philosophy is consistent with GEC's school model, mission and educational philosophy because it places an emphasis on students and enabling them to overcome any and all barriers in order to achieve a high school diploma.

GEC takes discipline very seriously and views suspensions and expulsions as a "last resort" option to ensure a safe and secure school environment. In order to ensure that the school's suspension and expulsion rates remain low and that they are in-line with relevant averages, the school will implement Progressive Discipline Steps (please see the school discipline policy, in the Additional Required Documents Section). These steps are taken to help ensure that students are well prepared for the workforce after graduation and to ensure that students are provided ample opportunities to adjust their behavior prior to leading to a suspension or expulsion.

Discipline Policy or Discipline Policy Development Timeline

Please see the Additional Required Documents section for GEC's school discipline policy.

d. Professional Development for Teachers, Administrators and Other School Staff

Teacher Development

The School Director ultimately ensures the implementation of the professional development plan and facilitates the professional learning process. The School Director will craft professional development plans, materials and resources based on local school needs as determined by teacher evaluation and student achievement results. Lead teacher(s) at the school will assist the director in facilitating and modeling professional learning experiences and providing feedback as teachers implement novel practices.

GEC will incorporate job-embedded and student-focused professional growth opportunities into all components of professional development, the goal of which is continuous improvement of teaching and learning and increasing student achievement. For example, during year one of school operation, uniform, internal professional development focuses on teachers learning to implement the core instructional strategies essential for meeting the needs of adult high school students. In subsequent years, teacher evaluation results combined with student achievement data will drive the professional development scope and sequence, leading to a professional development plan that includes opportunities for school-wide and individualized professional learning.

In addition to being a critical best practice for effective instruction, GEC's academic philosophy is designed to provide ample supports for professional development to help teachers improve instruction and improve their delivery with GEC's population. Professional development is coordinated across all Excel Centers and is designed to reinforce teacher awareness of Common Core State Standards, and to promote awareness of best practices in education. The site director is responsible for monitoring teacher and staff evaluations, CASAS and academic data and establishing a schedule in which common development may take place.

The School Director is responsible for developing the culture and establishing strong connections with local community career pathways. He/she is responsible for reporting what additional professional development needs to be delivered at a local site.

At the beginning of the new school year, new staff will undergo a two-week orientation. During the ten days of professional development, teachers will work with coaches and experienced instructors of adult high school students to learn about the unique social, cognitive, personal dimensions of the students. Teachers will learn about and model using the gradual release of responsibility instructional strategy, and they become deeply familiar with their curricula, as the 8-week terms demand that teachers understand the curricular demands as well as best practices for content delivery. During the first ten days teachers will learn how to use the student information system and learning management system, school policies, and student behavior expectations. The intensive ten days of professional learning will prepare all teachers and staff for a highly productive first term, with teachers able to implement curriculum using best practice instructional strategies. All professional learning experiences are participant-centered

and provide time for interaction, questions, and the development of strategies and materials that may be immediately implemented in the classroom.

- **Day 1:** Learning about the Adult Student Population & Poverty Simulation
- **Days 2 and 3:** Staff Retreat and Teambuilding
- **Day 4:** Orientation of GEC, Staff and Student Handbooks
- **Day 5:** Tour of GGW and Key Areas; Training on online credit recovery
- **Day 6:** Operational introductions (IT, online testing, staff/student handbooks, transcripts)
- **Day 7:** Coaching Practices, Special Education, and ELL
- **Day 8:** Curriculum Training and Blended Courses
- **Day 9:** Contextualized Learning and Career Pathways
- **Day 10:** Tours of industry partners and Staff Pairing Work

At the beginning of the year, an additional thirteen days are scheduled to allow for additional professional development related to the school curriculum and instructional practices, teacher collaboration and planning, and all staff assisting with the start-up of the school. Additional professional development days are built into the school calendar. Please refer to the school calendar in the Education Plan.

Administrator Development

Once the School Director is hired, he/she will undergo a series of professional development trainings. The School Director will travel to The Excel Centers in Indianapolis and spend an initial 3 days learning about The Excel Center Model. This first training series is meant to provide an overview of the school model, develop an understanding of the mission, vision, and core values of GEC, develop a clear sense of what students needs are, develop a sense of the school culture cultivated within GEC, observe classes to understand the course and classroom structure compared to a traditional school environment, understand the roles of the Lead Teacher and Life Coaches, understand the key supports available to students in GEC, and develop an awareness of the data tools and resources available to schools within The Excel Center Network.

Prior to leaving Indianapolis, the new School Director will meet with staff to debrief from the initial training and develop a list of “next steps” for implementing GEC in Washington DC. The School Director will also be paired with another School Director from one of the existing Excel Centers in Indianapolis. This School Director colleague will act as a mentor to the new School Director. The two Directors will have bi-weekly phone calls to debrief on the progress being made in starting up GEC in DC, and the Indianapolis Director will be able to provide advice and input based on his/her experiences in The Excel Center.

Beyond the initial School Director training, the School Director will visit Indianapolis at least two additional times prior to the start of school. During the second visit, the School Director will attend an iExcel to better understand the school opening process. The School Director will also spend time with Excel Center Network leadership to begin refining GEC’s curriculum, term structure, and master schedule.

During a third and final visit, the School Director will travel to Indianapolis with the Lead Teachers, a life coach, and other select staff. This will enable the school staff to participate in an additional iExcel student orientation and observe how their roles work “in action” at an Excel Center school. Time will also be set aside for the School Director to have additional work sessions with Excel Center Network leadership based on the needs of the School Director.

Developing a recruitment pipeline

GEC strongly believes in investing in its staff in an attempt to provide high-level leadership for GEC, and to prepare for the future. GEI, which founded the first Excel Center, has developed a Technical Leadership Series to help develop a pipeline of teachers, staff and school leaders. The Technical Leadership Series comprises eight training and development sessions, each of which teaches a specific set of imperatives that potential leaders can apply immediately to enhance their current role and prepare them for a next level leadership position. The process of selecting staff to participate in the Technical Leadership Series includes evaluation of performance in the staff member’s current role, performance with accelerated assignments, the desire to grow within the organization, and the ability to balance ambition.

The Technical Leadership Series explores The Excel Center Model and its culture. It provides an academic overview, financial framework, legal implications, and business continuity plans. Experts present an interactive and engaging series of training sessions that take several forms including: case studies where technical elements are applied; dilemmas that will challenge participants to develop a philosophy around an idea and make a decision; and personal evaluation, discussion, and reflection. Participants should be able to quickly identify a problem, collaborate with current Excel Center leaders across the entire Excel Center Network to create a solution, and make changes happen – all with the support of leadership.

The Technical Leadership Series is designed to strengthen and increase technical skills such as innovation, problem solving, and strategic planning under the direction of The Excel Center Network’s leadership. Participants that successfully complete the series will continue their leadership development with personalized mentoring and advanced assignments to accelerate obtained knowledge to application.

Specific professional development related to special education and English language learners

Essential topics of GEC special education and English language instructors’ professional learning plan will include: differentiated instruction, the gradual release of responsibility instructional model, secondary disciplinary literacy, data analysis, and sheltered instruction observation protocol (SIOP) for English Language Learners. As discussed earlier in the Academic Plan, students enter GEC with diverse needs, including their educational background, language minority status, cognitive ability, age, confidence, and motivation. Student success in the educational program requires teachers to plan daily for differentiation in the classroom, meeting student needs while

delivering high-quality, standards-based instruction. Scientifically based research supports the teacher modeling and metacognitive conversations that are central to the gradual release of responsibility model.^{xxxi} Meeting the needs of English Language Learners requires additional training beyond classroom differentiated instruction, and teachers receive training in the sheltered instruction observation protocol, increasing student confidence and language acquisition while learning essential content. All GEC teachers will participate in weekly data analysis meetings during which they will learn data analysis techniques. Curriculum analysis and horizontal and vertical articulation of curriculum and assessments occurs throughout the school year as part of data analysis work.

Integrated into each professional development day are modules that assist staff in teaching students with disabilities and English Language Learners. Additional staff development days will be dedicated to ensuring that all appropriate staff understand all federal laws and regulations related to students with disabilities and English Language Learners. Staff will also participate in breakout sessions related to their content areas and understand how to make accommodations and modifications to lesson plans and instructional methods to best meet the diverse needs of all learners. A Director of Special Education and teachers of record will push into classrooms in order to assist teachers in honing their skills, modifying practices and addressing IEP goals whenever needed. During professional development, teachers will also be trained on the WIDA test and WIDA test standards.

Professional Development with Non-traditional Calendar Structure

Although operating on a year-round schedule could create challenges for designing professional development, challenges are not anticipated in The Excel Center Model. In addition to a total of twenty-three professional development, training, and teacher preparation days prior to the start of school, ten days are scheduled throughout the year for planned professional development. These days will allow staff to hone their skills and build new skills and to support and maintain performance in the school in three key areas: (1) curriculum design and planning, (2) promoting student attendance and retention; and (3) career planning and workforce preparation.

Furthermore, teachers do not hold fixed-time classes on Fridays. That day is reserved for teacher preparation and staff collaboration. There are 36 Fridays scheduled as planning days in GEC's 2016-2017 school calendar, and they are designed for staff to hold meetings, teachers to plan lessons and establish collaborative plans, for Special Education conferences to be held, and for teachers to meet one-on-one with students. Lead teachers and coaches routinely lead data meetings to discuss school-wide, caseload, and individual student results. Because the lead teacher does not teach a full course load, the lead teacher has the time needed to prepare the data for and agendas of these meetings to maximize their effectiveness. The School Director and lead teacher facilitate the instructional improvement meetings, and prepare focused, data driven, highly effective learning experiences for teachers. The School Director and lead teacher push into classrooms during the week and provide feedback to teachers as they implement instructional strategies.

GEC will cultivate leadership and expertise from within. GEC realizes that there are multiple forms of school leadership, and school administrators facilitate the growth of teachers as leaders. Teachers with strong instructional skills who possess leadership capabilities but who wish to remain classroom teachers rather than become administrators may be selected to become lead teachers, maintaining a partial course load but also mentor teachers and lead professional development. Bonus pay tied to teacher evaluation scores and student achievement results as well as a differential pay scale for lead teachers will motivate the teaching staff to commit to continued employment at GEC.

e. Structure of the School Day and Year

Draft School Calendar

For many adult learners, lengthy timeframes needed to progress through an academic program is a major detriment to their lasting success.^{xxxii} GEC's schedule is designed to reinforce educational success by accelerating the pace in which students can earn credits and operating the school year-round with minimal breaks. The school's class schedule will operate on 8-week cycles, using extended teaching times of 90 minutes each, with some courses merging periods together for 3 ¼ hour blocks. This structure gives students the ability to earn credits on a faster pace than in a traditional 15-week semester. Throughout the academic year, if a student withdraws from the school, GEC fills that student's place during the next iExcel at the beginning of the next term. After an 8-week cycle is completed, students will then be assigned into a new schedule with new coursework. Students will be required to attend a minimum of 4 hours each day of classes. GEC will seek a waiver from DC's 6-hour school attendance requirement in order to accommodate the needs of adult learners. GEC's 2016-2017 calendar includes 193 days of instruction. This schedule includes five, 8-week sessions, with new sessions beginning after the prior term ends. GEC does not offer specific Saturday School or summer school programs because the instructional program continues year-round. In the event that the school closes during the school year due to inclement weather and/or emergencies, GEC will add any necessary make-up days to the end of the term.

Because the school serves adults, it will not devote time and resources to facilitating an array of traditional extracurricular programs like sports teams and clubs but will encourage students to create any interest groups they might choose. In addition, most students enrolled in GEC will be 18 years of age and older and will not be under the care of a parent or guardian. As a result, GEC will ordinarily work directly with students instead of communicating with parents.

GEC will operate five periods each day, each consisting of 90 minutes of instruction. Each day of fixed-time instruction provides 450 minutes (7.5 hours) of instructional time available for students. Each week includes 30 hours of fixed-length instruction. On Friday, students participate in self-directed learning. They are able to continue online credit recovery courses, take CASAS examinations, work with a tutor and/or meet with their instructors in one-on-one meetings.

The number of credits that a student can earn during each 8-week term is dependent on whether the student is only attending school for 4 hours each day or is attending full time (6 hours per day). Depending on the student's course load and time spent at school, a student can earn between 2 and 5.5 credits each term. A typical full-time student will earn 2 to 3.5 credits per term. Even if this student enrolls at GEC without any previously earned high school credits, the student will still be able to graduate in two years, or ten 8-week terms.

The School Week

GEC school week includes four days of fixed-time classroom instruction and one day of self-directed student learning. Scheduled fixed-length classes take place Mondays through Thursdays. Fridays are available for teachers and staff to prepare for classes, hold case conferences, staff meetings, and one-on-one tutoring sessions and meetings with students.

Monday through Thursday, the school schedule has classes from 8:00 am until 8:00pm. This extended schedule allows for adults to attend classes when their schedules allow, fitting coursework in alongside work or family responsibilities. A variety of activities will take place in the facility throughout each school day, including classes, one-on-one tutoring, self-directed study, and coaching activities. Resource staff will be available to assist students with particular questions related to their coursework. Schedules will be adjusted at the end of each term: GEC staff will adjust classroom schedules to meet the students' credit needs and their ability to attend classes for each term. Each GEC student will have a unique schedule and a unique course progression. To highlight the variety of ways that different students can access GEC's resources, two sample schedules are included in this section for two students with different life situations.

The Excel Center

2016-2017

School Year Calendar

July 16						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 16						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 16						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 16						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 16						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 16						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 17						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 17						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 17						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 17						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 17						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 17						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- School Day
- iExcel
- PD for Staff
- Students & Staff Off
- First Day of each Term

5 Terms

- 1 Aug 22 - Oct 14
- 2 Oct 24 - Dec 21
- 3 Jan 9 - Feb 24
- 4 Mar 6 - May 5
- 5 May 10 - Jun 30

iExcells

- Aug 15 & 16
- Oct 20 & 21
- Jan 5 & 7
- Feb 27 & 28
- May 8 & 9

Total School Days

193

Total PD Days

10

Total Staff & Student Days Off

18

Calendar Template by Vertex42.com

<http://www.vertex42.com/calendars/school-calendar.html>

Academic Instruction Time Available:

	Fixed-Time Courses:		Resource Area:	
	Hours per day (Mon.-Thurs.)	Hours per week	Hours per day	Hours per week
Offered by the School	540 minutes / 9 hours	2,160 minutes / 36 hours	13.5 hours (Mon.- Fri.); 6 hours (Sat.)	4,130 minutes / 73 hours
Student Average	360 minutes / 6 hours	1,440 minutes / 24 hours	Variable	Variable

On Fridays, students will participate in self-directed learning. They will be able to continue online credit recovery courses, take CASAS examinations, work with a tutor and/or meet with their instructors in one-on-one meetings.

Each day the Resource Area will be open from 8:00am until 8:00pm. The Resource Area will be monitored by licensed instructors and have the support of unlicensed resource staff. Online credit recovery courses will be available to students at all times, so students can continue their education at any time they have available. A staff rotation will be created to ensure that there is always a staff person on duty. Any questions asked to staff (by e-mail or voice mail) outside of working hours will have a response by an instructor or resource staff person the next morning.

Every eight weeks Coaches will ask each of their students if their attendance schedules will likely change in the coming months. Schedulers will adjust the schedules to reflect students' needs and progress.

For parents with children, the child drop-in center will be in the same building and open during the school's hours of operations so parents are close to their children and do not have to travel to a separate location, which could create another potential barrier.

GEC's school week will include four days of fixed-time classroom instruction and one day of self-directed student learning. Scheduled fixed-length classes will take place Mondays through Thursdays. Fridays will be available for teachers and staff to prepare for classes, hold case conferences, staff meetings, and one-on-one tutoring sessions and meetings with students.

Sample Student Calendar I

Period	Monday	Tuesday	Wednesday	Thursday	Friday
Break	Prep	Prep	Prep	Prep	PLATO TUTORING
Period 1	American Studies A	American Studies A	American Studies A	American Studies A	
Break					
Period 2					
Lunch	Lunch	Lunch	Lunch	Lunch	
Period 3	Biology	Biology	Biology	Biology	
Break	Break	Break	Break	Break	

Period 4	Math Lab	Math Lab	Math Lab	Math Lab	
Extended Break	Off	Off	Off	Off	
Period 5					
Break					
Period 6					
Ongoing Student Services:					
Resource Area			Attends 4:00pm - 6:00pm	Attends 4:00pm - 6:00pm	Attends 8:30am-2:00pm
Child Care	Not needed	Not needed	Not Needed	Not needed	Not Needed

This student above attends school from 8:30am until 4:00pm each day. This student's schedule includes classes in American Studies A, Biology and a Math Lab. The student also attends the Resource Area on Wednesday and Thursday evenings, as well as on Fridays.

Sample Student Calendar II

Period	Monday	Tuesday	Wednesday	Thursday	Friday
Break	Off	Off	Off	Off	PLATO TUTORING
Period 1					
Break					
Period 2	Reading Lab	Reading Lab	Reading Lab	Reading Lab	
Lunch		Lunch	Lunch	Lunch	
Period 3	Math Lab	Math Lab	Math Lab	Math Lab	
Break	Off	Off	Off	Off	
Period 4					
Extended Break					
Period 5					
Break					
Period 6	Art Appreciation	Art Appreciation	Art Appreciation	Art Appreciation	
Ongoing Student Services:					
Resource Area	Off	Off	Off	Off	Attends 10:30am - 2:30pm
Child Care	10:30am - 2:30pm	10:30am - 2:30pm	10:30am - 2:30pm	10:30am - 2:30pm	10:30am - 2:30pm

This schedule accommodates a student with a young child who needs to use the Drop-In center for childcare while she attends classes. The parent drops off the child at the Drop-in Center each day. During this time, the student is able to attend basic skills instruction reading and math labs. In the afternoon the student picks up her child from the Drop-in Center and goes to work. At 7:30pm, the student returns to take her last

course of the day – a course on PLATO covering Art Appreciation. Her day ends at 8:45pm.

f. Family Involvement

Due to the age and life circumstances of the target student population (18 and older), it is unlikely that many parents of students will be involved in the school. Students in GEC will have a higher degree of independence than traditional high school students. Many students will no longer live with parents or guardians, and many students may be taking care of their own children. The school has been designed with this in mind. Further, because of student privacy rules under FERPA, all communication will be done with the student who is 18 or over, unless specific written permission is granted by the student to discuss academic progress or share student records with anyone other than the student. In the event a student grants permission to involve his/her family, coaches will often be the first line of communication between the school and families. Excel Center staff and coaches will make every effort to work with parents of younger students in the same focus as traditional high schools.

Coaches communicate school expectations with students as well as academic and non-academic progress and work with students to address any challenges or barriers that may keep them from continuing their education. Coaches will meet with students to understand any issues, including family dynamics affecting student success. Most often, these barriers will relate to providing care for young children of students or connecting students and their families with social support services (food pantries, housing assistance, etc.) within the local community.

Non-English Speakers

In instances where the student has granted permission to communicate with family members but the family members do not speak or read and write in English, the school will utilize the expertise of bilingual staff to communicate with families, or contract with translators, as appropriate.

Communication with Students

School staff will communicate with students regarding school performance. Teachers will also take class time to inform students when school-wide data are available, such as the school's performance on PCSB's Performance Management Framework, OSSE's accountability index, the Equity Report, and the school's annual report. Teachers will present this information to students to ensure that they understand the school's overall performance. Coaches will discuss overall school performance and progress (as well as individual performance and progress) with students.

Informing Students of their Rights

GEC will work to ensure that students and parents (where appropriate) are informed of students rights associated with IDEA, Section 504 of the Rehabilitation Act of 1973, and all other civil rights laws. At the time of enrollment, all students will be provided with a student handbook which clearly outlines GEC's Procedural Safeguards for students with disabilities, including students' rights. A notice of these rights is provided again during

meetings with a student, including case conferences, at a student's initial referral to special education services or evaluation for services, upon the filing of a complaint during the school year, upon the filing of a due process hearing during the school year, and in the event that the school must take disciplinary action that would constitute a change of placement (including removal to an interim alternative educational setting). The information will also be made available on the school's website.

Student Involvement with Non-traditional Calendar Structure

In the event that the school closes during the school year due to inclement weather and/or emergencies, a mass phone call and email will be sent to students. Information regarding school closings will also be posted via public media, including local news stations and radio stations. School closing announcements will also be posted to GEC's website. Students will be encouraged to routinely check the school's website for information regarding cancellations in the event of inclement weather.

g. Community Participation

Community Engagement

GEC will have an advisory group to ensure that GEC is providing a relevant educational program that meets the local community's needs. GEC will reach out to the Advisory Neighborhood Commissioner for the neighborhood in which GEC will be located to ensure he/she is invited to participate in this advisory group. The group will meet quarterly at the school and will be a means by which GEC will communicate with the community. The advisory group will be asked to provide input to GEC on what factors are at play in the local environment, including major economic changes or shocks, changes in the political environment, and any major news that would affect the performance and/or long-term success of the school. Moreover, the advisory group will provide a community voice to the school. Finally, the advisory group will be engaged in the execution of the marketing and recruitment plan to help ensure target enrollments are met.

Community Partnerships

GEC will draw upon GGW's existing network of government, community, business and philanthropic partnerships. At minimum the school will form partnerships with the following entities

The University of the District Columbia Community College (UDC-CC)

GEC will build upon GGW's existing relationship with UDC-CC in several ways. First, it will refer students interested in pursuing a career in the hospitality industry to GGW's hospitality program operated in partnership with UDC-CC. Since 2012, GGW has implemented a hospitality skills training program with UDC-CC and an industry partner called Progressive Partners. This partnership collectively has trained, credentialed, and placed into employment hundreds of District residents in the hospitality arena. Students in this course will have the opportunity to earn the American Hotel and Lodging Institute's START (Skills, Tasks, and Results Training) credential and Customer Service Gold certification and will receive job placement assistance. Individuals interested in

pursuing more advanced education in the hospitality arena can pursue additional courses and an associate's degree at UDC-CC.

GEC will also partner closely with UDC-CC when preparing students for "what's next." UDC-CC has a growing menu of credit and certification programs that are offered at no cost to District residents. Leveraging GGW's partnership and institutional knowledge in working with UDC-CC will help staff of GEC to make strong referrals to the college. A staff member from UDC-CC will be asked to participate in the advisory group to facilitate alignment of the institutions.

YMCA

A core element of The Excel Center model is that child care is made available at the school for students with young children. GEC will issue a request for proposals for an organization to manage a licensed childcare drop in center at GEC. At this time, a letter of interest and budget has been presented by YMCA to operate and staff the drop in center. In accordance with the contract procurement requirements applicable to public charter schools, GEC will, after award of a charter, put out an RFP to seek additional proposals and bids from other childcare providers.

Goodwill of Greater Washington

GEC will leverage its partnership with GGW in several ways. GGW will provide a variety of supports and management services. Additionally, GGW will act as a resource to students by offering students interested in hospitality and tourism with the opportunity to participate in GGW's existing program. Students will be able to participate in GGW's programs for CTE credit while also acquiring industry-recognized credentials and the skills necessary to be successful in their chosen career path. As GGW continues to develop other skills training programs, these new programs will also be made available to students enrolled at GEC.

h. Extracurricular Activities

Extracurricular Activities

Because the school serves adults, it will not devote time and resources to facilitating an array of traditional extracurricular programs like sports teams and clubs. However, GEC will encourage students to take an active role within the school community. Students will be encouraged to form a student council. Furthermore, students will be encouraged to be the change that they would like to see in GEC. The school will do all that it can to empower students to form their own groups with the approval of the School Director. For example, one Excel Center had a number of students interested in pursuing careers within their church community. Another Excel Center had a larger population of single fathers in the school and wanted to create a men's group to discuss some of the issues that they faced as single fathers and being a positive role model for their sons and daughters. In another instance, a group of students wanted to organize a holiday potluck luncheon. The only requirement for students organizing a new event or group is that the event or group must be open to all students.

C. Business Plan

1. Planning and Establishment

a. Profile of Founding Group

Founding Group

GEC's Founding Group consists of 14 individuals, who are well-respected members of the community and experts in their respective fields. The Founding Group's members represent a broad range of expertise that will positively impact the leadership and overall governance of the school. These areas of expertise include organizational leadership, finance, legal, real estate/facilities, and education. Some of these individuals will transition from the Founding Group to GEC's Board of Directors and support staff. This transition will take place upon charter approval. Throughout the planning process, Founding Group members have reviewed, shaped, and guided the formation of GEC to ensure it is well-positioned to be a success in DC.

Organizational Leadership

Catherine Meloy, President and CEO, GGW. *Upon charter approval, Catherine Meloy will become an ex-officio, non-voting member of GEC's Board of Directors and will serve as the President & CEO of GEC.* In 2003 Catherine was selected by the GGW Board of Directors to serve as GGW's President and CEO because she is a proven business leader who could dramatically extend the reach and vitality of the organization and enable it to serve an even broader segment of the disabled and disadvantaged community. Prior to joining GGW, Catherine had a successful 20 year management career in the radio industry. Over the past 10 years, GGW has grown from 350 employees to over 800 and from 6 retail stores to 15. GGW has also measurably strengthened its government contracting presence under the Ability One program, and dramatically expanded its industry sector training and employment services for people with disadvantages and disabilities in the greater Washington, DC region. Catherine's involvement in the greater Washington community includes:

- Board of Directors, Greater Washington Board of Trade
- Board of Directors, Federal City Council
- Board of Directors, DC Chamber of Commerce
- Member of the DC Workforce Investment Council
- Member of the Northern Virginia Workforce Investment Board
- Board of Directors, SourceAmerica
- Board of Directors, MedStar Health

Catherine is a recipient of the Greater Washington Board of Trade's "Leader of the Year Award"; was honored by the Washingtonian Magazine as "Washingtonian of the Year"; was inducted into the American Marketing Association – DC Chapter Hall of Fame and was highlighted as a Most Admired CEO by Smart CEO Magazine for her successful organizational turnaround of GGW. Most recently, Catherine was identified as one of the Washington Business Journal's Power 100 of 2014.

Role in school development, governance and/or operation: Catherine will be the President and CEO of GEC and bear ultimate responsibility for ensuring oversight of and fiduciary of the school's overall operations. She will ensure that the school is meeting all expected timelines and milestones in the school development process.

Colleen Paletta, Vice President of Workforce Development, GGW. Colleen is responsible for the planning, management, and evaluation of all adult job training and employment programs which includes maintenance of GGW's CARF accreditation, development of strategic partnerships and collaborations, and expansion of GGW's adult education and employment programs. Colleen brings 15 years of education and non-profit experience to GGW with most of her experience focused in the District of Columbia workforce development and adult education community. Before assuming leadership of the workforce development division in 2006, Colleen served as the Community Collaboration Coordinator of GGW's previous affiliate WORC (Workforce Organizations Regional Collaboration). Prior to her role at WORC, Colleen held a fellowship at Anacostia High School's Law and Public Service Academy in Washington DC and served as a high school teacher and Director of Community Services at St. Ignatius College Prep in Chicago, Illinois. Colleen holds a Masters in Public Administration from The George Washington University and a Bachelor's in History, Theology, and Faith, Peace and Justice Studies from Boston College.

Role in school development, governance and/or operation: Colleen will be responsible for ensuring the day-to-day execution and management of the contract between GGW and GEC and will coordinate all of the services GGW provides to the school. Colleen will be directly responsible for hiring and managing the School Director.

Brendan Hurley, Chief Marketing Officer, GGW. Brendan is the Chief Marketing Officer for GGW where he is responsible for the non-profit agency's internal and external marketing and communications strategies covering its retail operations, contract services and job training programs. He has been with GGW since October 2003. Prior to GGW, Brendan was the Director of Marketing for Clear Channel Radio in Washington, DC, where he managed the regional corporate brand as well as the marketing departments for two of the company's largest radio stations. In 2002, Brendan won an Achievement in Radio Award producing the Expo for the Cure, in support of the Susan G. Komen Breast Cancer Foundation. The same year he was also a recipient of Clear Channel – Washington Employee of the Year Award for his successful efforts to integrate and leverage multiple station brands and media divisions. Since arriving at GGW, Brendan has rebuilt the organization's brand, generating millions of dollars worth of earned media, and launching the first successful revenue generating social media campaign in GGW history. In 2011, the American Marketing Association designated Brendan the National Nonprofit Marketer of the Year. In 2010, he was recognized as one of the Top 20 Chief Marketing Officers in the Greater Washington/Baltimore region by SmartCEO magazine.

Role in school development, governance and/or operation: Brendan will oversee all marketing and recruitment services provided by GGW during the school's development and operational phases.

Jeff Cole, Chief Information Officer, GGW. Jeff joined GGW in January 2008, bringing with him over 20 years of management and leadership experience. Previously, Jeff

spent 5 years at Capital One, where he was a three-time winner of the prestigious Circle of Excellence award. Jeff was the Business Information Officer for their \$15 billion internet banking business and played a critical role in several large-scale IT infrastructure initiatives. Prior to that, he spent 6 years in the telecommunications industry with MCI and Cable & Wireless, and 11 years in banking with First Virginia Banks, Inc. Jeff has served on the Board of Directors of two local non-profit organizations: The Ashley Fister Cole Foundation and The Hugh Gregory Gallagher Motivational Theater. He is also on the Finance Committee of his church and is a member of Toastmasters International, an organization that promotes the development of communications and leadership skills. Jeff earned a Bachelors of Business Administration degree from The College of William and Mary and Master of Business Administration from George Mason University.

Role in school development, governance and/or operation: Jeff will oversee IT services provided by GGW during the school's development and operational phases.

Janece Kleban, Vice President of Development, GGW. Janece joined GGW in 2012 as the Director of Development and was promoted to Vice President in 2013. She and her team raise sustainable funding in support of GGW's mission from individual, corporate, and foundation partners. She has extensive experience in applying a donor-centered approach to annual, major, capital and planned gift development, grant writing, and strategic planning. Before joining GGW, Janece served as the Development Manager for Goodwill of Orange County (California) where she managed the annual giving and planned giving programs, served as a key staff in the integration of the Benevon Fundraising Model and worked on the implementation of a \$7 million capital campaign. Janece has also provided services as a professional fundraising consultant to local and national non-profits, including: Kids Enjoy Exercise Now (KEEN Greater DC), Abilities!, and Time Banks USA. Janece is a Certified Fund Raising Executive (CFRE) and is actively involved in the Association of Fundraising Professionals' (AFP) Washington, DC chapter. Janece is a native Washingtonian and received her BA in Anthropology from St. Mary's College of Maryland and a Certificate in Fundraising from the University of California, Irvine.

Role in school development, governance and/or operation: Janece will assist the school with all fundraising activities and help to ensure that all of the school's fundraising goals are met.

Kim Reier, Director of Network Development and Advancement, GEI. Kim works with organizations that are interested in starting new schools and operating schools under The Excel Center school model. During her tenure with GEI, she has helped expand The Excel Center from five sites in Central Indiana to 13 sites across the country and growing. She has also assisted other founding school boards through the charter application and school development process and has helped schools receive nearly \$1 million in startup funding.

Role in school development, governance and/or operation: Kim will ensure that all of the licensing and consulting activities GEI contracted to provide for GEC are being carried out and that GEC and its Board's expectations of GEI are being met.

Finance

Rosa Proctor, Chief Financial Officer, GGW. Rosa has been the Chief Financial Officer for GGW since July 2009. She is responsible for the management and oversight of the organization's complete financial operations. Before coming to GGW, Rosa was the Senior Vice President of Finance for the Special Olympics, with direct authority over the Special Olympics budget, accounting and finance. Rosa has also served as the Finance Director – Asia/Americas/Eastern Europe for Teleglobe Corporation, a subsidiary of Bell Canada, where she managed overall accounting and finance support for 35 offshore operations around the world. Prior to that, she spent 13 years with Verizon (formerly Bell Atlantic/NYNEX Corporation) in a number of positions, most recently as Director – Financial Assurance (Asia). Her time at Verizon included a 5-year assignment to Telecom Asia Public Co., Limited, a Verizon strategic partner in-country in Thailand, as Vice President – Liability and SEC Compliance. Rosa, a Certified Public Accountant, received a Masters of Business Administration from Pace University and a Bachelor of Arts from Queens College, City University of New York.

Role in school development, governance and/or operation: Rosa will oversee all financial services provided by GGW during the school's development and operational phases and provides the school with day-to-day financial oversight and reporting.

Legal

Glen S. Howard, (retired) Managing Director, Legal Affairs & General Counsel, The Pew Charitable Trusts. *Upon charter approval, Glen Howard will transition to GEC's governing board as its Chair.* Mr. Howard retired in March, 2013 as Managing Director, Legal Affairs & General Counsel at The Pew Charitable Trusts where he was responsible for advising the organization's board, senior management team, and staff on legal and risk management matters. Immediately prior to joining Pew, he advised foundations, corporations, and nonprofits with respect to strategic philanthropic investment. Previously, he was Senior Vice President and General Counsel at the Fannie Mae Foundation, where he served for 10 years, including as its General Counsel and Chief Operating Officer, Board Secretary, and leader of the Foundation's grant making and programs in Washington, DC. He also serves on the Boards of Directors of Americans for the Arts, Theatre (The Helen Hayes Awards), and GGW (Vice Chair), and he is a member of the Community Advisory Board of the John F. Kennedy Center for the Performing Arts. Previously, he served as President of the United Arts organization of Greater Washington (2000-2007), chaired the September 11th Distribution Fund of Greater Washington, and was co-founder of the Greater Washington Business Philanthropy Summit in 1998, chairing the annual even through 2002. Mr. Howard has also served on several other boards, including Greater DC Cares (which he chaired), Leadership Greater Washington (Class of '98), Greater Washington Board of Trade, Choral Arts Society of Washington, Best Kept Buildings, and the Americans for the Arts

Foundation. He is an inaugural recipient of the Washington Business Journal's "Outstanding Director Award."

Before moving to the nonprofit sector in 1996, Mr. Howard was a partner in the Washington DC office of Sutherland, Asbill & Brennan, providing business and regulatory counsel to Fortune 100 corporations and trade associations. Specializing in energy and antitrust matters, his 20 years of private law practice involved negotiation of complex transactions, strategic planning and implementation, coalition-building and management, and advocacy before federal and state courts, agencies, and legislative bodies. He also served as the firm's Administrative Partner for legal personnel, deputy leader of its Government Regulation Group, and Hiring Partner. Mr. Howard received his BA degree cum laude from Harvard University and his JD degree from the University of Chicago Law School.

Role in school development, governance and/or operation: Glen will provide legal assistance and guidance in setting up and applying for GEC's 501(c)(3) status. As the Board Chair, Mr. Howard will have a prominent role in school governance.

Josh Wallish, General Counsel and Corporate Compliance Officer, GGW. Josh's primary responsibilities with GGW include negotiating and managing contracts, providing employment and other legal advice to the management team, and overseeing and implementing GGW's corporate compliance program. Before joining GGW, Josh worked as a litigation associate and then partner at Varnum, LLP, where he focused on contract disputes, commercial collections and real estate disputes. In 2010, Josh made a move to the Washington DC area and to the non-profit world, working as Grants Manager for GGW. Since 2013, Josh has returned to the practice of law in his current role with GGW. A native of West Michigan, Josh earned his BA in Philosophy from Calvin College in Grand Rapids, Michigan and his law degree from the University of Michigan School of Law. Josh is admitted to practice law in Washington DC, Maryland, Virginia, and Michigan.

Role in school development, governance and/or operation: Josh will provide general counsel and corporate compliance services to GEC during the school's development and operational phases.

Real Estate/Facilities

Betsy Karmin, Partner Morris, Manning & Martin, LLP. *Upon charter approval, Betsy Karmin will transition to GEC's governing board.* Betsy is a partner in the firm's Real Estate Practice where she concentrates on a broad range of commercial real estate transactions, including leasing, financing, restructuring, acquisitions and sales. Betsy represents landlords and tenants in office and retail leasing, including ground leases and multi-floor office leases, as well as lenders and borrowers for complex construction, permanent and mezzanine financing. She also represents a national franchiser in structuring complex air rights and redevelopment projects and has extensive experience in equity investing for institutional investors.

Betsy is the immediate Past President of the Washington, D.C. chapter of Commercial Real Estate Women (CREW). She serves on the board of directors of Woolly Mammoth Theatre Company and on the board of directors of GGW. Betsy is also a member of the Urban Land Institute (ULI) and D.C. Building Industry Association (DCBIA).

Ms. Karmin has contributed extensive hours to providing pro bono legal advice to non-profit clients, including The Helen Hayes Awards, GGW, Act Two Performing Arts, Thrive DC, and Clean Air Action Corporation.

Role in school development, governance and/or operation: Betsy will have a role in the development and governance of GEC. Betsy will provide real estate assistance and expertise in negotiating a lease during the school's development phase. As a Board member, Betsy will have a prominent role in school governance.

Earl Segal, Sr. Vice President, The EZRA Company. Mr. Segal is a senior vice president in the commercial real estate services firm of The Ezra Company. He is a member of the bar of Maryland, the District of Columbia and Virginia and holds real estate broker licenses in those states as well. In addition to his role at GGW, Mr. Segal services on the Boards of Trinity Washington University, the American College of Real Estate Lawyers, and the Institute for Public Affairs and Civic Engagement at Salisbury University. A graduate of Pennsylvania State University, Mr. Segal was awarded its Service to the University Award.

Role in school development, governance and/or operation: Earl will provide assistance in looking for and researching real estate options and identifying viable facilities for GEC.

Education

Scott Bess, President and COO, Goodwill Education Initiatives, Inc. (GEI). Scott has served as Chief Operating Officer for GEI since 2005. During that time, Scott helped design and found the first Excel Center. Under Scott's leadership, GEI has grown in overall enrollment from 120 students to more than 3,000, with community demand for additional Excel Centers on the rise. Scott provides the overall leadership for GEI, which includes over 300 staff, two school models, and a business arm that provides administrative support services to charter schools. Scott has been a teacher, has worked in the information technology field for a Fortune 500 company, and was an independent business owner before working for Goodwill Industries of Central Indiana, Inc. and GEI. Scott also serves as a Senior Vice President at Goodwill Industries of Central Indiana, Inc. and has served for 16 years as a school board member of his local school district.

Role in school development, governance and/or operation: Scott bears ultimate responsibility for ensuring that all of the licensing and consulting activities GEI contracted to provide for GEC are being carried out and that GEC and its Board's expectations of GEI are being met.

Janet Rummel, Chief Academic Officer, GEI. In this role, Janet supports the curriculum development of 13 Excel Centers and the Indianapolis Metropolitan High School. Janet has a Master's of Science in Education and is a doctoral candidate (PhD Curriculum and Instruction, Purdue University). Her professional experience includes years of service as a master teacher as well as administrative leadership roles, both in schools and in the Indiana State Department of Education and the Center for College and Career Readiness. Janet is a national expert in curriculum and provides consulting services to clients across the country. Janet has assisted every Excel Center with ensuring that its curriculum is aligned to state standards. Her experience developing curricula has ultimately led to over 1,000 adults earning their high school diplomas through Excel Centers.

Role in school development, governance and/or operation: Janet will provide GEC with curriculum development and consulting services and provide professional development to school staff as well as consulting and guidance on the school's education and curriculum plan.

Michelle Lucas, Sr. Director of Workforce Development, GW. For over 15 years, Michelle has spearheaded a Commission on Accreditation and Rehabilitation Facilities (CARF) accredited workforce development team to assist individuals with multiple barriers to employment in the Washington Metro area in achieving their education and career goals. During those 15 years, Michelle spent 10 years providing leadership and management to a team of coaches that provided supportive services to Ability One employees, and two years managing Ability One custodial and landscaping contracts to ensure Source America Compliance. Michelle has earned an EdS in Special Education from George Washington University, a Master's in Human Resources Development from Towson University, and an undergraduate degree in Business Administration from UMUC. Currently, Michelle serves on the Maryland Division of Rehabilitation Services Advisory Committee and the Maryland Works Training Advisory Panel. Michelle has been a member of APSE throughout her career in providing Vocational Rehabilitation services, and previously served as co-Vice President of the DC APSE and Secretary for the Maryland APSE Chapter.

Role in school development, governance and/or operation: During the school's development and operational phases, Michelle will provide special education expertise.

b. Planning Process

Planning Process

In the Washington DC area alone, there are nearly 63,000 adults who lack a high school diploma. Only 43% of those who entered ninth grade in the DC area in 2001 graduated. The problem of students not completing high school and not earning a high school diploma remains severe today. In 2008, the graduation rate of public schools in DC was at a staggering low of 43%. Three years later, an estimated 13 public school students from the class of 2011 dropped out of high school every day since the cohort began 9th grade^{xxxiii}.

Without a high school diploma and any postsecondary education, the future of these individuals will more than likely be bleak. An individual who drops out of high school faces a number of challenges that affect his or her current physical, emotional, and financial well-being and future success. High school dropouts have worse health, lower incomes, and fewer job opportunities than the general population who have earned regular high school diplomas.^{xxxiv} In fact, Washington DC's unemployment rate of individuals aged 20-24 is very high at 17%, while the unemployment rate for 16-19 year olds is an even more alarming 50%.^{xxxv} In addition, high school dropouts are more likely to have lower earnings, be recipients of government welfare, and are eight times more likely to be incarcerated than high school graduates.^{xxxvi}

Across the United States, many Goodwills work to address the most challenging social problems faced in their local communities. Since its founding in 1935, GW has attempted to address the most pressing social needs in the District of Columbia. For decades, GW has provided employment opportunities to individuals with few options to gain viable employment elsewhere. Current GW training programs are accredited by CARF (Commission for Accreditation of Rehabilitation Facilities) and licensed by the DC Education Licensure Commission. Most recently, GW implemented the Marriott Marquis Jobs Training Program, which was GW's single biggest mission program in the past ten years. With an investment of two million dollars from Events DC and \$350,000 from the United Way of the National Capital Area, GW recruited and assessed over 3,000 residents, and graduated and referred more than 700 District of Columbia residents for hiring consideration to the Marriott Marquis. This effort was an enormous undertaking over a short amount of time that ultimately resulted in nearly 200 individuals being hired by the Marquis, 81% of whom were still in their jobs after six months. As the Marriott Marquis Jobs Training Program began to wind down this past summer, GW's board challenged the leadership of GW to reflect on key lessons learned from this program and address how GW could and should grow its mission in light of what it learned.

The biggest lesson learned from the program was the startling number of individuals who applied with inadequate reading and numeracy skills and lacking a high school credential. While the program did not require a high school diploma like most skills training programs do, 73% of tested applicants (1,878) scored 8th grade or below in math and, 43% (1,114) scored 8th grade or below in reading. These statistics inspired the leadership team to reflect on this skills gap and how this barrier is preventing individuals from achieving financial stability and, ultimately, economic independence. The team learned there are nearly 63,000 individuals living in DC (10% of the total population) who dropped out of high school and lack a high school diploma. The areas of highest unemployment (Wards 4, 5, 7, 8) also have the highest concentration of individuals lacking a high school credential. Data uncovered also revealed a direct correlation between high unemployment, high rate of individuals lacking a high school credential, and the applicants to its jobs training programs. After speaking with leaders from charter schools and adult education throughout the city, the data uncovered further validated the tremendous need to bridge this skills gap in the city.

The reason not having a high school credential is so threatening to residents is that by 2018 nearly 75% of all jobs in DC will require some post-secondary education. Most employers currently demand, at minimum, a high school credential. A high school diploma is also a requirement to participate in the majority of post-secondary programs. With employment as the key to economic self-sufficiency, GGW began seeking new ways to help individuals lacking a high school credential and adequate numeracy and literacy skills to obtain a living wage paying job and be economically independent.

In reflecting on how to respond to these lessons and facts, GGW leadership researched how this problem is currently being addressed by education and employment programs in the District as well as best practices at other Goodwills. GGW learned there are 11 Adult Public Charter Schools and some local government programs that help residents obtain high school credentials. However, the current supply of programs and organizations is only meeting a small percentage of the total need. This led GGW's leadership team to study an adult public charter school model launched by Goodwill of Central Indiana in 2010 called The Excel Center. The Excel Center model is an evidenced-based education solution that builds upon GGW's existing core competencies, and expands those competencies through an education program that helps individuals obtain a high school diploma.

Through this discovery phase, GGW recognized that it can add the greatest value for individuals it works with and communities where it works if it can help young people and adults who have struggled or failed in other educational settings complete high school and attain a post-secondary degree or other recognized credential. In August 2014, key leaders from GGW visited The Excel Centers in Indianapolis to explore the school model and learn more about its success and impact. After their visit, GGW selected The Excel Center model to address the needs of adults in the Washington DC community because of the positive impact it is proving to have in the communities where they are located. Equally appealing is the fact that The Excel Center model is structured to provide strong academic supports, while also maintaining flexibility to form strong, community-based partnerships to help support the school.

With the support of the founding group, GGW is seeking to open GEC to provide a unique opportunity to address one of the most challenging social problems in the greater Washington DC community: improving the educational attainment of adults who have dropped out of high school. To bring GEC to Washington DC, the founding group has formed a new non-profit corporation, GEC Public Charter School, to hold the charter for GEC.

Notably, the new non-profit corporation will ensure that the leadership of GEC consists of high-quality individuals who can focus exclusively on the academic, operational, and fiscal performance of the school.

GEC will maintain a strong connection with GGW and GGW will provide an array of supports to ensure that GEC is meeting its operational and performance goals, including financial capital and assistance from GGW's talented leadership. To ensure

alignment between these organizations, three (one-third) of the members of GEC's Board will be appointed by the GGW Board.

The DC community will be given multiple opportunities to provide input in the planning of the charter school. One Board of Director's meeting each year will be open to the public, and the dates and times of meetings will be posted in advance. Furthermore, two students will sit on GEC's Board of Directors, ensuring that students have a voice in the overall direction and governance of the school. GEC will also have an advisory group to ensure that GEC is providing a relevant educational program that meets the local community's need. This advisory group will meet quarterly at the school and will be a means by which GEC will communicate with individuals in the community and for the community to inform the school's decision making. The advisory group will be asked to provide input to GEC on what factors are at play in the local environment, including major economic changes or shocks, changes in the political environment, and any major news that would affect the performance and/or long-term success of the school. Moreover, the advisory group will provide a community voice to the school.

2. Governance and Management

a. Board of Directors

Board of Directors – Selection Process

The Board of Directors of GEC will serve as the governing body of GEC. Pursuant to its bylaws and Articles of Incorporation, and in accordance with the District of Columbia School Reform Act of 1995, the governing board of GEC will be composed of nine individuals, but not less than five and no more than 15 individuals (excluding any *ex officio*, advisory and honorary directors), a majority of whom will be DC residents. The voting members of the Board shall consist of nine individuals in the following three categories:

Category	Number	Summary of Key Qualification for Appointment or Manner of Appointment
Appointed Directors	3	Appointed by Board of GGW
Student Directors	2	Students attending the charter school operated by the Corporation at the time of their election
Elected Directors	4	Selected by the Board of the Corporation

The President & Chief Executive Officer of GEC will be an *ex officio*, non-voting member of the board, and will not count toward the nine board members. The Founding Group has identified and obtained the commitments (found in the Board of Trustees Supporting Documents Section) from six of the nine individuals who will serve as initial directors. The three not yet selected Directors consist of one Elected Director and two Student Directors who cannot be selected until, at the earliest, the time the school begins enrollment. Some of these individuals will transition from the Founding Group to GEC's Governing Board. This transition will take place upon charter approval. Board members were selected to ensure expertise in all key substantive areas and to ensure genuine representation of local interests and concerns as required by the School Reform Act and desired by the GEC founding group.

Name	District Resident?	Key Competencies
Glen S. Howard, Board Chair	Yes	Legal, Non-profit leadership, Governance
Carolyn Stennett	Yes	Education, Legal
April Young	No	Finance, Organizational
Betsy Karmin	Yes	Legal, Real Estate
Michelle Gilliard	No	Higher Education, Organizational
Kim Ford	Yes	Higher Education, Organizational

After award of the Charter, pursuant to DC non-profit corporation law (29-402.05), the incorporators of GEC (Glen S. Howard and Catherine Meloy) will elect these six persons and one other person yet to be selected as the initial board of directors. The seven will then hold an initial board meeting to organize.

The President & Chief Executive Officer of GEC will serve as an *ex officio* member of the Board with the right to attend and participate, but not to vote, and will not count toward the nine Directors.

Directors shall be appointed in accordance with the procedures for their categories:

- The Appointed Directors shall be appointed by the Board of GGW.
- The Student Directors shall be selected as determined by the Board of Directors of the Corporation.
- The Elected Directors shall be elected by the Board of Directors of the Corporation.

Board of Directors – Board Organization

The officers shall consist of Chair, one or more Vice Chairs, President & Chief Executive Officer, Secretary, Treasurer, and such other officers as the Board may from time to time deem necessary and convenient. The Corporation may also have, at the discretion of the Board, one or more Senior Vice Presidents, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the Corporation's Bylaws. One person may hold two or more offices, except those of Chair, President, Treasurer and Secretary.

At its organizational meeting, the Board will formally elect its proposed Chair, one or more Vice-Chairs, Secretary and Treasurer, and to establish and appoint members of key committees including Executive, Finance, Audit and Governance. All officers shall at all times carry out their duties under the direction and the control of the Board of Directors.

Financial management for GEC will be overseen by the Board of Directors. The annual budget will be developed each year by the School Director and approved by the Finance Committee, with assistance from GGW's financial leadership as needed. Budget creation and monitoring performance against the budget will be a key oversight lever.

Board members will establish the policies used by the school to conduct operations, including finances, enrollment, program evaluation, evaluating the education service provider, and other operational aspects. The Board will exert its influence directly through the School Director and GGW's VP of Workforce Development in implementing processes and policies and in managing performance.

Board of Directors – Relationship to Educational Service Provider

GEC will have the support of two strong non-profit organizations that provide very different types of expertise that is crucial to the launch of GEC. GGW will provide general administrative support to the GEC. GEI will assist GEC with the start-up operations of the school and ongoing school support. More specifically, GEI will provide support related to the school model, curriculum development and professional development as well as educational support and consultation services for charter school management. GEI provides similar support to nine other Excel Centers throughout Central Indiana as well as The Excel Centers in Austin, Texas; Memphis, Tennessee; and South Bend, Indiana.

There will be a contractual relationship among GEC, GEI and GGW. GEI and GGW have entered into a Licensing and Services Agreement (the "GEI/GGW Agreement") whereby GEI has licensed The Excel Center name and marks to GGW and has agreed to provide the educational support services identified above. GEC and GGW will enter into an Administrative and Business Support Services and Sublicensing Agreement (the "GEC/GGW Agreement") pursuant to which GGW is (a) sublicensing and subcontracting the GEI/GGW Agreement to GEC; and (b) agreeing to provide administrative support services to GEC.

The terms of the GEI/GGW Agreement were drafted and negotiated by GEI and GGW's legal counsel acting on behalf of GGW and GEC. That agreement specifically provides:

Licensee and Licensors agree that no provision of this Agreement shall be construed to interfere with the duty of Licensee's Board of Directors (the "**Board**") to exercise its statutory, contractual, and fiduciary responsibilities in governing Licensee and overseeing the activities of Licensors conducted pursuant to this Agreement.

The Board of GEC will evaluate the effectiveness and value of the curriculum and services that GEI is providing to the school and can terminate the relationship with GEI by modifying or terminating the GEC/GGW Agreement or requesting GGW to modify or terminate the GEI/GGW Agreement. There are no existing or potential conflicts of interest between GGW or GEC and GEI or any affiliated business entities.

GEC/GGW Agreement will require approval of GEC's Board. Members of GEC Board who were appointed by GGW's Board will, pursuant to GEC's Conflict of Interest Policy, recuse themselves from the vote on approval of that agreement. The GEC/GGW Agreement will provide that GEC can terminate the agreement in the event of an uncured breach by GGW.

GEC's Board of Directors is responsible for all high-level decision-making regarding the operation of GEC. GEC's Board will govern the School and shall not relinquish control of the School to any other entity, including GEI or GGW. GEC's Board will oversee and be responsible for school-level policy development and organizational development (such as development and maintenance of community partnerships, parent and partner engagement and other day-to-day matters).

Board of Directors – Succession Planning

Appointed Directors and Elected Directors shall be elected to terms of up to three years with each such term expiring at an Annual Meeting of the Board. Student Directors shall be elected to terms of up to one year with each such term expiring at the earlier of the next Annual Meeting of the Board or the next meeting of the Board after s/he is no longer a student enrolled in GEC. Terms of the Appointed Directors and Elected Directors shall be staggered such that the terms of approximately one-third of those Directors will expire each year. No Appointed Director or Elected Director may be elected to a term that would result in more than nine years and four months of continuous service on the Board except that Directors elected to the initial Board may serve for up to two additional years to facilitate the initial staggering of the terms of the Directors. No Student Director shall be elected to a term that would result in more than three years of service on the Board.

Vacancies of Student Directors and Elected Directors may be filled by a majority vote of the remaining directors or by a sole remaining director, and each director so elected shall hold office until his or her successor is elected and qualifies. Vacancies of Appointed Directors shall be filled by individuals appointed by the Board of GGW. In the event that the Board of GGW has failed to appoint one or more Appointed Directors to fill one or more vacancies among GGW Directors on the Board of GEC for two consecutive meetings of the Board of GEC, the vacancies may be filled by a majority vote of the remaining directors of GEC or by a sole remaining director of GEC, and each director so elected shall hold office unless and until such director is replaced by a director appointed by the Board of GGW.

The Board will ensure that replacement board members bring competencies that are needed to replace those of outgoing board members. GGW staff who are providing management and administrative services pursuant to the GEC/GGW Agreement are the subject of GGW's detailed succession plan. The succession plan for the School Director would be to appoint either a lead teacher or GGW's VP of Workforce Development (who will be serving GEC under the GEC/GGW Agreement) as an interim School Director during the search for a new School Director.

Board of Directors – Accountability for Management

Each member of the board will receive a report of the school's operations on at least a quarterly basis, more frequently if there are challenges that require more careful oversight. Each member of the board's Finance Committee will receive a monthly financial report. The board will provide strategic direction for the operations of the school.

It is a critical role of the Board to evaluate the School Director and hold the School Director accountable for the academic and operational success of the School. The Board will evaluate the success of the School Director as the instructional leader by adopting an evaluation rubric that is used in other Excel Centers in The Excel Center network as well as through the analysis of many key performance indicators, described in the following paragraphs.

The board oversees key student performance metrics. GEC will use a number of indicators to measure progress and to refine instruction and organizational performance, including those indicators outlined in PCSB's Performance Management Framework (please see the Education Plan).

On an ongoing basis, school-wide data indicators will be used to monitor whether the school environment is providing sufficient academic opportunities for the people that come in to the school. School-wide attendance metrics, credit attainment, and CASAS scores are all used to ensure that the school is operating effectively and that there are not any major performance deficiencies. Annual school-wide indicators provide a report of what the community benefit has been for GEC during its time. These annual indicators – the total number of graduates for the given year – provide an ongoing metric of how many individuals have achieved GEC's primary goal of graduating students who have not previously succeeded. The postsecondary enrollment metrics indicate whether students have created plans for continuing their education beyond GEC.

On a term-wide basis, GEC will be evaluated based upon how many individuals are able to complete a high school diploma and how successful they will be in postsecondary education. The longer-term view on success will permit GEC and its staff to determine how graduates fare after leaving the school, and whether they are successful in the next stage of their education and/or career. Students who require significant remediation at the postsecondary level are highly unlikely to continue their education, so this metric of postsecondary completion (and persistence, for those students still in school) serves to evaluate how successful GEC's educational program was at preparing students to be successful in college.

Equally important is the Board holding GGW and GEI accountable for the services they provide to GEC. GEC will evaluate the performance of GGW and GEI, permitting the Board to hold GGW and GEI accountable under the GEC/GGW Agreement. GEC will have continuous communication with GEI. Further, GEC will monitor school performance to determine whether the technical assistance being provided by GEI is having a significant impact on the school's academic and organizational performance.

Board of Directors – Relationship with School Constituencies

It is critical for the Board of GEC to consider the views of school staff, students, parents and community members in setting school policies. At least once per year, the Board of Director's meeting will be open to the public and the dates and times of meetings will be posted in advance. GEC will have an "open door" policy where an aggrieved person can

appeal up the chain of command ultimately to the President & CEO and the chair of the board of GEC.

Board of Directors – Compliance with Nonprofit Corporation Law

GGW's General Counsel, who will be available to GEC under the GEC/GGW Agreement, is familiar with the DC Nonprofit Corporation law and has reviewed GEC's bylaws and articles of incorporation to ensure compliance. Further, he will monitor changes to District of Columbia law and will propose to the board any changes necessary to the Articles of Incorporation, Bylaws, or Board practices to comply with all applicable law.

More specifically, the Bylaws of GEC, which govern the actions of its Board of Directors, are consistent with all requirements of DC Nonprofit Corporation law. The Bylaws specify in Section 2 the number of directors, the process of electing them, the length of their term of service, and processes for resignation and removal, all of which are consistent with the requirements of law (29-406.01-10).

The Bylaws contain in section 3 all legal requirements for meetings of the Board of Directors. They specify the number of meetings that will be held each year, notice that is required to be given to Directors and rules for quorums and voting (29-406.20-25). They also specify, in Section 4, procedures for forming committees, and the limitation on powers of those committees (29-406.25). The Bylaws, in section 5, list categories of officers, provide for the election of officers, and prohibit any one person from holding more than one officer position, in accordance with the requirements of DC Nonprofit Corporation law (29-406.40-44).

They Bylaws contain a prohibition on loans by GEC to Directors and Officers (section 6.1) and a prohibition on guaranteeing the loans of Directors of Officers (section 7.3) in accordance with the requirements of applicable law (29-406.32). The Bylaws provide for the required maintenance of corporate records. The Bylaws provide in section 8 for indemnification of Directors and Officers using language drawn directly from the indemnification provisions of DC Nonprofit Corporation law (29-406.50-58).

GEC Board will approve a Conflict of Interest Policy that is consistent with the conflict of interest requirements of DC Nonprofit Corporation law (29-406.70).

Finally, the Articles of Incorporation of GEC Board contain requirements that the corporation will have no other purpose than the operation of the charter school (Article Third) and will wind up its affairs and dissolve if the charter is revoked or not renewed (Article Second), in accordance with the requirements of the District of Columbia School Reform Act (38-1802.04 and 13a). The Articles of Incorporation also specify (Article Ninth), in accordance with the requirements of the District of Columbia School Reform Act (38-1802.13a), that upon dissolution, any assets of the corporation that remain after payment of all creditors will be transferred to the State Education Office of the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships and

used solely for educational purposes.

Please find Board Member Performance Expectations in the Additional Required Documents Section.

b. Rules and Policies

Board of Directors – Powers and Duties

The governance and direction of GEC shall be vested in the board of directors, which shall bear responsibility for and shall oversee all the activities of GEC. The Board of Directors shall exercise the powers of GEC, control its property, and conduct its affairs, except as otherwise provided by law. The Board shall take active responsibility for the sound and adequate financing of GEC's programs and shall pursue fundraising on an ongoing basis, with the objective of raising operating and capital funds through the solicitation of cash and in-kind gifts and grants. The Board of Directors shall have exclusive power to cause GEC:

- To purchase or sell real property;
- To pledge, assign, or create liens on or security interests in the real or personal property of the Corporation;
- To establish or modify investment policies within PCSB guidelines;
- To determine the overall policy of GEC;
- To appoint and remove the President & Chief Executive Officer of GEC;
- To establish Benefits Plan(s) for employees of GEC;
- To approve an annual budget for GEC; and
- To delegate, from time to time, powers to the President & Chief Executive Officer in accordance with the GEC's Bylaws.

Each Director will act in good faith and in a manner reasonably believed to be in the best interest of GEC.

Each Director is responsible for actively participating in the work of GEC Public Charter School Board of Directors and the life of the school. Each Director is expected to affirm and strive to fulfill the performance expectations outlined below. These expectations are to be clearly articulated prior to any candidate being nominated as a board member. Candidates will be nominated only after s/he has agreed to fulfill these expectations. In addition to the responsibilities below, individual Directors are expected to help each other fulfill the tasks outlined.

Specific responsibilities:

1. To oversee the programmatic and fiscal well-being of the organization, including but not limited to:
 - a. Reviewing and adopting policies and programs that further the mission of the Excel Center;
 - b. Reviewing and approving the annual budget;
 - c. Working with staff to produce the revenue required to meet budgeted goals; and
 - d. Committing to act in accordance with the bylaws and policies of the Excel Center School.

2. To commit to the organization's best interests; to recuse myself in the event of a conflict of interest; and, when representing the Excel Center, to advocate only for those matters that the organization has approved.
3. To monitor student achievement and outcomes.
4. To enhance the Excel Center's public standing by serving as its ambassador, representative, and advocate.
5. To evaluate the President and Chief Executive Office on an ongoing basis.
6. To oversee the Excel Center's strategic direction and participate actively in the development of its strategic plan.
7. To propose potential Board candidates who would further the Excel Center's work.
8. To attend at least two-thirds of the meetings of the Board (normally four two-hour meetings annually); of committees on which serving (periodically for two hours); and special meetings or events.
9. To treat with respect and courtesy all Excel Center constituencies, including students, faculty and staff.
10. To recognize that the Excel Center exists to serve its students and that the faculty and staff are partners with the Board of Directors in carrying out the Excel Center's mission.
11. To make an annual personal financial contribution to the organization (*not including Student Directors*).
12. To notify the Board Chair in writing if unable to fulfill the above obligations.
13. To be willing to submit to a criminal background check required by the D.C. Public Charter School Board.

Board of Directors – Conflicts of Interest

The purpose of GEC's Conflict of Interest Policy is to protect the interests of GEC with respect to any transaction or relationship that *might* benefit the private interest of a GEC Board member, officer, or any other individual with decision making authority with respect to that transaction or arrangement.

The policy specifies that no GEC Board member, officer, or employee shall engage in any outside business or professional activity or employment for compensation that is inconsistent or in conflict with the conscientious performance of his/her GEC duties.

A potential conflict of interests may arise from any situation or activity in which a Center GEC member, officer, or employee may be influenced by considerations that affect him/her professionally or financially in the course of performing work for GEC. This includes *any* circumstance in which doubt may reasonably be cast on an individual's ability to act with total objectivity with regard to GEC's interests.

The presence of a conflict under the policy does not necessarily eliminate an entity from consideration for a transaction or relationship with GEC.

In the event that a conflict arises, the following steps will be taken by the Board to avoid any actual conflicts and to mitigate perceived conflicts:

1. Duty to Disclose

- a. In connection with any actual or potential conflict of interest, an *interested person* who is not a board member must disclose to the Conflict of Interests Committee (which will be composed of GEC's Corporate Compliance Officer and two other high level staff) -- or, if a Board member, to the Board -- the existence of his/her *financial* or *personal interest* and all material facts relating to that interest.
- b. Each GEC Board member, employee, and onsite contractor shall disclose in advance potential conflicts of interest either
 - i. by completing the annual disclosure form attached to this Policy (as the same may be revised from time to time), *and* by timely amending such disclosure form as often as necessary during any year, *and* by providing all such forms to the President (or her/his designee); *or*
 - ii. by notifying the President (or his/her designee) in writing of all information necessary to identify an actual or potential conflict.
- c. For purposes of the policy, the President and/or Compliance Officer shall (i) disclose to the Board any matter requiring Board action and (ii) disclose to the Conflict of Interests Committee all other matters requiring action by the Committee.

2. Determining Whether a Conflict of Interest Exists

- a. If an *interested person* who is not a Board member desires to participate in any decision related to a matter as to which s/he has a potential or actual conflict of interest, the Conflict of Interests Committee shall determine in advance if a conflict in fact exists. Such determination shall be based on the *interested person's* disclosure in advance of the *financial* and/or *personal interest* and, after all material facts have been presented (in writing and/or in person) to the Conflict of Interest Committee. If the Conflict of Interests Committee concludes that a conflict of interest in fact exists, the procedures set forth in Section 3(b) below shall be followed.
- b. If an *interested person* who is a Board member desires to participate in any decision related to a matter as to which s/he has a potential or actual conflict of interest, the Executive Committee shall recommend, and the Board shall determine, whether a conflict of interest exists. The Executive Committee's recommendation and the Board's determination shall be based on the *interested person's* disclosure in advance of the *financial* and/or *personal interest* and, after all material facts have been presented (in writing and/or in person) to the Executive Committee. The Executive Committee shall report its recommendation to the Board, which shall take up the matter in executive session. If the Board concludes that a conflict of interest in fact exists, the procedures set forth in Section 3(b) below shall be followed. A conflict of interest shall be deemed to exist for any Board member who is also a Board member of GGW with regard to any agreement between GEC and GGW.
- c. If an *interested person* recuses him/herself from a matter as to which an actual or potential conflict exists, the Conflict of Interests Committee, the

Executive Committee, or the Board, as appropriate, shall note such recusal and follow the procedures set forth in Section 3(b) below.

- d. In any situation in which a Conflict of Interests Committee member has a potential conflict of interest, that matter shall be reported to the President who will then act in place of such member with respect to that matter. In any situation in which an Executive Committee or other Board member has a potential conflict of interest, the person with the potential conflict of interest shall not participate in the Executive Committee's or the Board's evaluation of whether an actual conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest
 - a. If a determination is made that no conflict of interest exists, the *interested person* may participate in all discussions and decisions related to the matter at issue.
 - b. If a determination is made that a conflict does exist or if the *interested person* voluntarily recuses him/herself from participation in the matter at issue —
 - i. the *interested person* shall not participate in any decision (final or intermediate) with respect to the transaction or arrangement at issue; and
 - ii. any decision that would otherwise have been made by the *interested person* shall instead be made by his/her direct supervisor, *provided, however*, that, if the *interested person* with decision making authority concerning the matter at issue is either the President or the Chairman of the Board, such decision shall instead be made by a majority of the Executive Committee. The foregoing notwithstanding, the decision whether to enter into, terminate or modify any agreement between GEC and GGW shall be made by the Board members who do not have a conflict of interest.
4. Violations of the Conflict of Interest Policy
 - a. If the Conflict of Interests Committee or the Board has reasonable cause to believe that an individual has failed to disclose an actual or potential conflict of interest or has otherwise violated the policy, it shall inform the individual of the basis for such belief and afford such individual an opportunity to explain the alleged violation or failure to disclose.
 - b. If, after hearing the individual's response and making such further investigation as may be warranted in the circumstances, the Conflict of Interests Committee or the Board, as appropriate, determines that the individual has in fact failed to disclose an actual or potential conflict of interest or has otherwise violated the policy, it shall ensure that appropriate disciplinary and corrective action is taken.

Please find the Code of Ethics Statement in the Additional Required Documents Section.

c. Administrative Structure

Administrative Structure

GEC's Board of Directors is responsible for all high-level decision-making regarding the operations of GEC. GEC's Board will act autonomously in maintaining oversight of the school's governance and shall not concede control of the School to any other entity outside of the Board, including GGW or GEI. GEC will oversee and be responsible for school-level policy development and organizational development (such as development and maintenance of community partnerships, parent and partner engagement and other day-to-day matters).

GEC's **Vice President of Workforce Development** will report directly to GEC's President and CEO who will report directly to the GEC Board. The VP of Workforce Development will oversee the School Director, ensuring that the mission and vision of the Board is being carried out in the school and that the school is operating effectively and efficiently.

The **School Director** will manage school operations and make day-to-day instructional and administrative decisions and will be the chief academic officer for GEC. He/she will provide a hands-on approach to leadership in directing, planning, managing, and coordinating the educational goals and vision of the school. In addition, the director will ensure that instructors are applying the school curriculum according to the principles of The Excel Center model and that the school is meeting the desired outcomes. Essential functions include: supervising and managing faculty and staff, creating and maintaining a safe and secure educational environment for all students and managing the fiscal activities of the school. The School Director will work with the leadership of the Board in establishing school goals and objectives.

The leadership team also includes two **lead teachers** who bear both school management and instructional responsibility. One Lead Teacher will also coordinate the student engagement and support functions within the school. He/she will provide hands-on leadership and academic guidance to coaches, teachers and administrative support staff at GEC. He/she will work effectively across the organization to make certain that students are supported in a way that ensures success with both academic and personal goals. Essential functions include: supervising and managing staff, identifying internal and external academically supportive resources, and conducting community outreach.

GEC will have a total of 23 full-time staff positions. Nine of these positions will be devoted to instruction (including the 2 lead teachers), 5 will be devoted to coaching and life skills assistance, 2 will be devoted to career pathways and college transition, and 2 will be devoted to special education and ELL. Additionally, there will be 3 support staff to act as the school's Office Manager, Registrar, and a Student Recruiting Specialist. Additional part-time staff will also be hired, based on school need to act as resource staff as well as Drop-In Center attendants to help staff the Drop-In Center. Please see GEC's organization chart in this section for further details.

Role of the ESP

GEI will provide GEC with assistance in its start-up operations and help ensure the school is operating The Excel Center school model effectively.

The full suite of services that GEI will provide to GEC includes:

New School Planning Assistance

- Provision of materials describing the framework of The Excel Center Model, core principles and design elements
- Assistance with charter school application writing
- Consultation in school building acquisition
- Consultation in recruiting and hiring a high quality School Director

Start-Up Year Assistance

- Assistance in acquisition of technology and curricular materials needed to implement The Excel Center Model
- Assistance in all aspects of planning to open the school
- Assistance and consultation in establishing processes for staff recruitment and hiring
- Assistance and consultation in establishing processes for student enrollment
- Assistance and consultation in establishing a school culture that is aligned to The Excel Center's core elements
- Training staff on how to run an Excel Center according to The Excel Center model and best practices for implementing the model
- Participation in the annual Excel Center conference for school leadership and select teachers
- Ongoing support for school leadership on planning, teacher development, board development and technology development and individually for each teacher on Excel Center core principles and best practices
- Use and distribution of developed Excel Center marketing and promotional materials

Technology Services Provided Pursuant to Data Sharing Agreement

- Access and connections to The Excel Center data warehouse to accurately assess current performance and assist in future planning (one login per educator and administrator)
- Access to dashboard reports to track performance based on data uploaded to the Excel Center data warehouse through School's interoperable information technology
- Access to curriculum resources and lesson plans based on The Excel Center model through its Learning Management System Portal
- Access to additional classroom materials and resources for teachers and administrators based on The Excel Center model through the Portal

Ongoing Services

Curriculum

- Provision of curriculum maps and lesson plans based on The Excel Center model
- Provision of all curricular materials, including course scope and sequence and course progression plans
- Professional development related to implementing the curriculum
- Professional development related to curricular systems (Read 180, System 44, A+ Learning)
- Professional development related to administering assessments
- Professional development related to best instructional strategies and practices for adult learners
- Professional development related to best practices for life coaches and career pathway specialists
- Assistance and training related to student scheduling

Special Education Management

- Pre-opening Consultation – GEI will consult with GEC as it builds resources for its Special Education function. This consultative support will include, but not be limited, to the following: screening of teacher applications, participation in the school's interviews of teacher applicants, evaluation of teacher applicants, and professional development of teachers.

Performance Management

- Data mapping from the school's student information system to The Excel Center Network data warehouse
- Ability merge and cross-tabulate data across multiple data sources for detailed data analysis
- Provision of digital data dashboards for real-time access to school-, classroom- and student-level data
- Training related to using the digital data dashboards
- Access to GEI's Director of Data Services to conduct data review at the school each term
- Provision of ad hoc analysis for further understanding of school-, classroom- and student-level performance
- Professional development related to analyzing data
- Ability to request additional digital dashboards for further performance analysis

The Board of Directors of GEC will require GEI to meet each of the above listed deliverables. In the event that GEI is not meeting this expectation, the Board will immediately notify GGW and GEI, and they will together develop a plan to remain on track. If GEI is not able to provide the services specified, GEC can, modify or terminate the GEC/GGW Agreement and, thereby, modify or terminate its relationship with GEI. Because GEI is providing a model and curriculum and consulting services rather than operating the school, there are not specific numeric outcomes that are required of GEI.

During year one of school operation, the fee paid to GEI will be \$65,000. During year two, the fee will be \$50,000. The fee will be passed through by GGW to GEC. The GEI/GGW Agreement specifies that the fee after year two will be determined by the parties six months before the end of year two. The amount of the fee will be determined by considering the quality of the services that GEI has provided during the first two years, the amount of effort expected to be required of GEI during subsequent years, and the fair value of the services that are expected to be provided.

GEC will receive the following services from GGW pursuant to the GEC/GGW Agreement:

Accounting Services

1. Bookkeeping and financial reporting, including compliance with all statutory reporting requirements for charter schools in the District of Columbia.
2. Procurement of supplies, materials, and services, as requested by GEC.
3. Timely analysis, review and payment of invoices.
4. Billing and collection of amounts owed to GEC by third parties, including the District of Columbia, as well as students, parents and others for after care, extracurricular activities, and similar items.
5. Cash and investment management.
6. Establishment and enforcement of adequate internal accounting controls, including adequate segregation of duties.
7. Employee payroll and related services, including tax withholdings and payments.
8. Establishment and maintenance of corporate banking relationships, accounts, and related documentation, resolutions, depository arrangements, signatory authorizations, and account management services.
9. Procurement of insurance coverages.
10. Development and management of applicable budgets.
11. Other duties as requested by GEC and agreed to by GGW.

Information Technology Services

1. Logical Network Design – Based on curricular needs, design Windows network, including Active Directory structure, and user groups.
2. Physical Network Design – Based on curricular needs and in conjunction with the architects, design physical network configuration, including location of wiring closets, network drop locations, and power needs.
3. Server configuration – Based on curricular needs, configure servers to accommodate file storage, e-mail, and application needs.
4. Client PC configuration – Identify the number of PCs required and determine the appropriate configuration.
5. Design and set up the phone system, including automated attendant and voice mail.
6. Set up all teacher and student network accounts, including web-based communications.
7. Order, receive and set up computer and network hardware.
8. Order, receive and install server application software.
9. Order, receive and install printers, fax machines and phones.

10. Troubleshoot and resolve initial setup issues.
11. Perform routine maintenance on servers and client machines.
12. Provide help desk support for students, teachers and staff, resolving both hardware and software problems.
13. Install and support testing software.

Facilities Maintenance Services

1. Routine housekeeping services (restroom, classroom, common areas).
2. Procurement of janitorial, facilities and housekeeping supplies.
3. Major floor maintenance including tile and carpet maintenance.
4. Minor maintenance operations including door repair, moving miscellaneous furniture, ceiling tile and light fixture bulb replacement.
5. Minor wall and floor surface maintenance.
6. Major and minor HVAC repair.
7. Coordination of other outside service needs, i.e. fire protection system service and repair.
8. Security and parking lot and traffic flow direction.
9. Development and execution of emergency preparedness plans in accordance with applicable laws and regulations.

Human Resources Services

1. Staff recruiting, including employment contract development and administration.
2. Staff training and development programs, including administration of continuing professional education, GEC-specific orientation and training programs, and performance evaluation systems.
3. Benefit plan design, vendor selection/negotiations, and ongoing administration.
4. Compensation design and administration.
5. Human resources policy development and interpretation.
6. Human resources practices, oversight and compliance, including coordination and execution of all required audits.
7. Ad hoc employee relations consulting and coordination with legal counsel as needed.
8. Personnel file maintenance for payroll, employment and benefits. These services shall be integrated with payroll services provided under Exhibit A – Accounting Services.
9. Coordination of professional development efforts, as needed.

Marketing Services

1. Create and manage brand identities, including written and graphic elements. Develop key messages. Develop all printed materials for marketing purposes. Establish graphic standards. Establish a materials review process to ensure consistency and quality of message and presentation.
2. Plan and implement publicity and media relations strategies. Identify targeted media. Identify news stories and “angles.” Serve as the clearinghouse for media contact with operational and administrative staff. CMO of GGW will serve as the official spokesperson for GEC.

3. Create a web presence with contact information. Manage and update content. Establish appropriate links.
4. Integrate all aspects of marketing and development to ensure that all internal and external communications goals are pursued consistently and effectively. Create targeted informational strategies to key stakeholders
5. Plan and implement major special events. Establish checklists to allow GEC staff to plan and implement internal and small external events.
6. Develop processes for and support a student recruitment plan. Support the building of a grassroots referral constituency.
7. Develop materials and provide ongoing support to presentations and events.
8. Develop and support execution of a community outreach process. Coordinate efforts with recruitment.
9. Develop and manage student/parent satisfaction surveys.
10. Evaluate all strategies and compare them to agreed upon objectives. Develop ongoing plans as appropriate.

Development Services

1. Creation of The Case for Support – create the message that will be the basis of all fundraising materials, grant proposals, major gift proposals, and in-kind gift requests.
2. Grant Proposal Writing - research, formulate, draft, and submit all foundation grant proposals, government contract applications, and any other written funding requests. The development staff will work with and make recommendations to GEC regarding the appropriateness, timing, and amount of all requests.
3. Major Gift Solicitation - coordinate and facilitate all major gift proposals to individuals and corporations. This includes determining the amount of the ask, identifying (sometimes in connection with a solicitation committee) the appropriate person or persons to make the ask, preparing proposal materials, coaching solicitors, debriefing solicitors, and following up with donors. GEC staff are encouraged to identify individuals or corporations with resources that are likely to be interested in the mission of GEC.
4. In-Kind Gift Solicitation – act as clearing house for all requests to corporations and individuals for in-kind gifts to the GEC schools.
5. Gift Processing - create and implement the process for recording, tracking, and acknowledging gifts, and maintain a separate database and mailing list for GEC.
6. Solicitation of Gifts Through Direct Mail - conduct any direct mail solicitation of gifts to support GEC.
7. Fund Raising Events - plan and conduct any fundraising events that are mutually identified by GEC and the development staff as timely and appropriate ways to raise dollars and generate interest in the mission of GEC.
8. Evaluation - conduct an annual evaluation of the fundraising efforts, set new goals, and determine strategies for the coming years.

Executive Services

1. GGW shall make its President & CEO available to serve as the Executive Director of GEC.

2. GGW shall make its Vice-President of WFD available to serve as a Vice-President of GEC, providing executive level management services.
3. GGW shall make its General Counsel & Corporate Compliance Officer available to provide legal and compliance services to GEC.

The GEC/GGW Agreement is for the term of GEC's charter. The Agreement will be subject to termination by GEC for a breach that remains uncured after 30 days written notice. Any decision to terminate that Agreement will be made by the disinterested members of GEC's Board, that is, those Directors who are not appointed by GGW.

The management fee that GEC will pay GGW for the services outlined above is based on a bottom up analysis and come to approximately 5% of revenue at steady state. The scope of services and the amount of the management fee will be subject to annual review and modification by GGW and GEC.

Parent, Teacher, Community and Student Involvement in Decision Making

Student satisfaction with the school will be assessed through student surveys. Surveys will be conducted as students begin their final term prior to graduation. Students will be asked about their satisfaction with GEC, their readiness to continue their education, and how effectively the school solved problems for students and their families. The survey will ask them to rate school performance in addressing barriers, and to identify ways that GEC could improve supports for student success. Prior to school opening, GEC staff will meet with groups of potential students to conduct focus groups to better understand the needs of students.

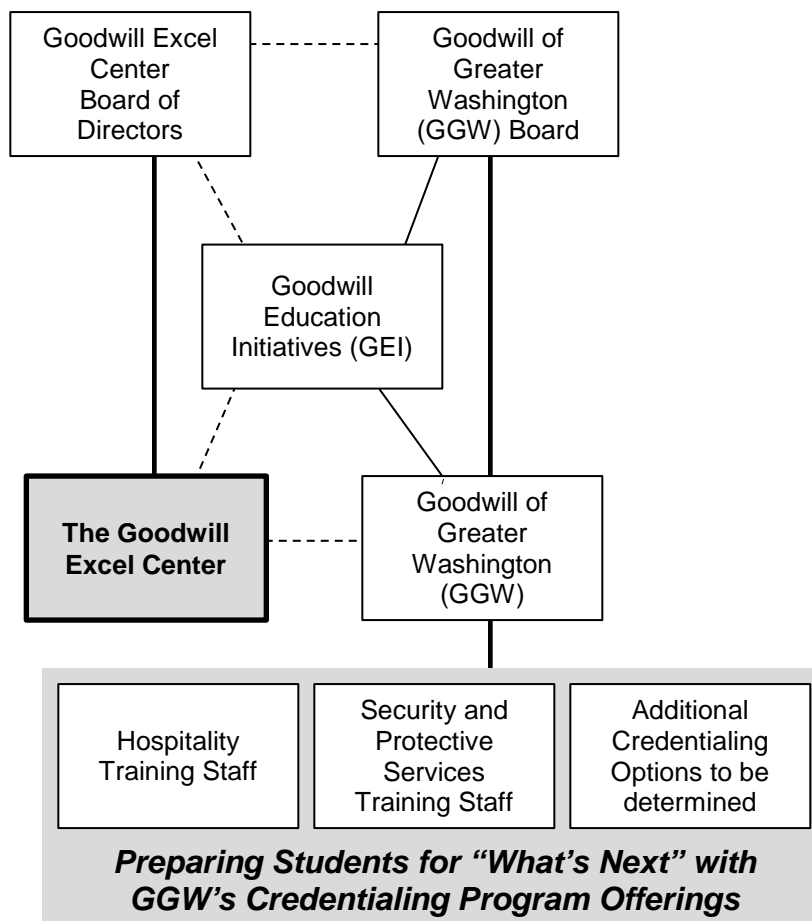
The Board will engage members of the community, including students, to inform school direction and policies. GEC will have an advisory group to ensure that GEC is providing a relevant educational program that meets the local community's need. This advisory group will meet quarterly at the school and will be a means by which GEC will communicate with individuals in the community and for the community to inform the school's decision making. The advisory group will be responsible for providing input to GEC on what factors are at play in the local environment, including major economic changes or shocks, changes in the political environment, and any major news that would affect the performance and/or long-term success of the school. Moreover, advisory groups will provide a community voice to the school.

The advisory group will consist of 8-10 members and include relevant stakeholders in GEC's success, drawing on expertise from postsecondary institutions, community groups, K-12 education, government/public policy, and business. These groups will also include teachers and students (either past or present) to ensure that students have a voice in the feedback of school operations.

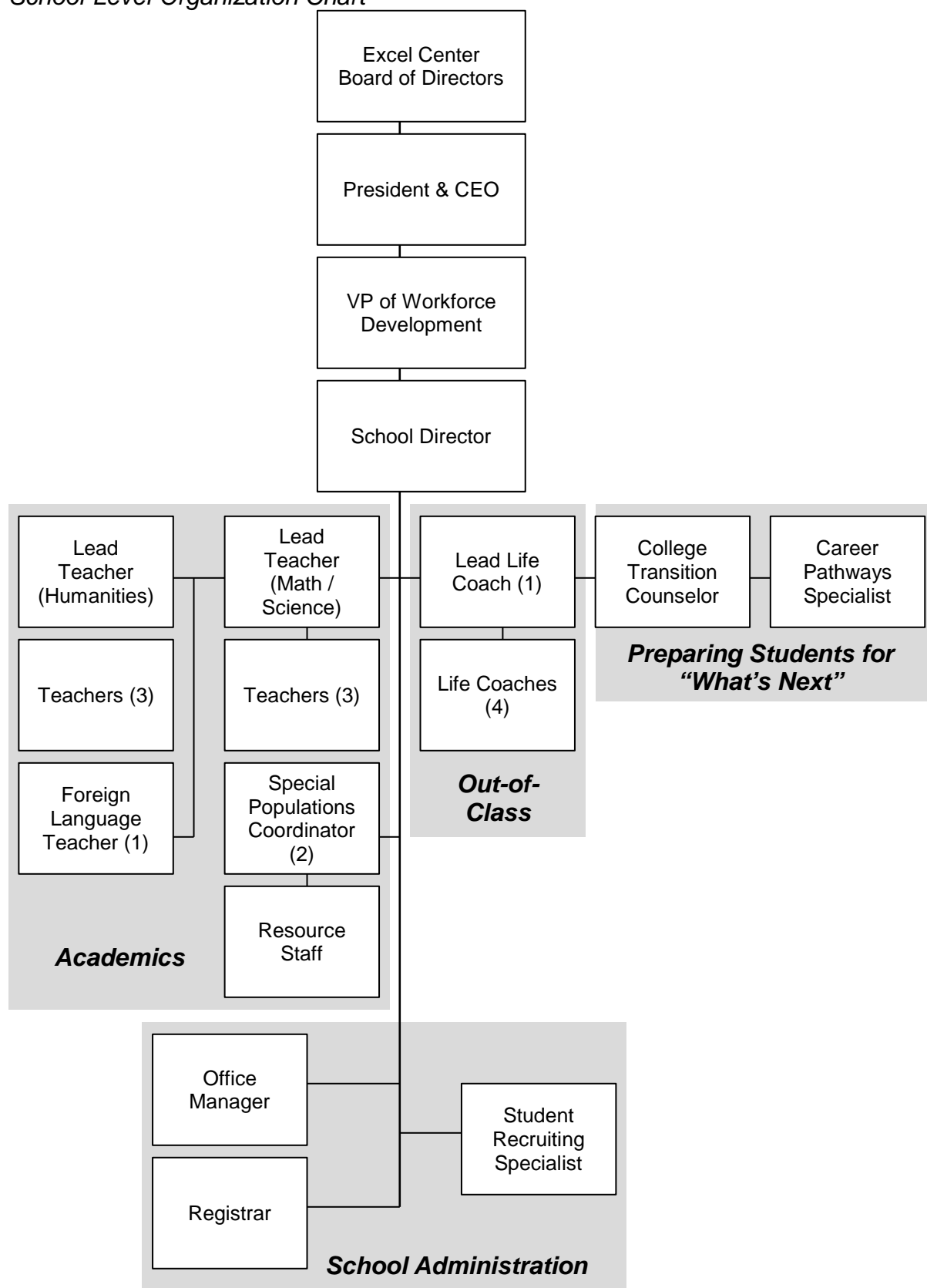
GEC's School Director will be responsible for managing the relationship between the school and the advisory group. He or she will set agendas for each meeting in collaboration with the Board. GEC will also have an open door policy so that any

dissatisfied student or community member may directly contact the CEO or Board Chair to express concerns.

Organization Chart showing relationship between all key business entities



School-Level Organization Chart



3. Finance

a. Anticipated Sources of Funds

GEC's financial plan relies nearly entirely on per pupil funding and federal entitlements. However, GGW will award a grant to GEC to meet cash funding needs during the planning year and year 1. While GEC believes it will receive other grants and contributions to support the program, no private fundraising is included in the budget other than the startup grant from GGW noted above. GEC assumes it will receive the \$735,000 Title Vb Charter School startup grant per OSSE's most recent guidance. Per pupil funding (PPF) and federal funding comprise more than 99% of the budgeted revenue each operating year. GEC plans to use the GGW grant, in addition to Title Vb funds, to support the planning year and first year of operation.

Revenue/Funding Source	Planning	Year 1	Year 2	Year 3	Year 4	Year 5
01. Per Pupil Charter Payments	\$-	\$4,468,528	\$4,905,442	\$5,133,118	\$5,235,781	\$5,340,496
02. Per Pupil Facilities Allowance	\$-	\$998,400	\$1,075,200	\$1,105,920	\$1,105,920	\$1,105,920
03. Federal Entitlements	\$167,222	\$285,458	\$278,568	\$71,605	\$23,828	\$23,828
04. Other Government Funding/Grants	\$-	\$-	\$-	\$-	\$-	\$-
06. Private Grants and Donations	\$340,000	\$-	\$-	\$-	\$-	\$-
07. Activity Fees	\$-	\$-	\$-	\$-	\$-	\$-
08. Loans	\$-	\$-	\$-	\$-	\$-	\$-
09. Other Income	\$-	\$-	\$-	\$-	\$-	\$-

Per Pupil funding – Line 01 Per Pupil Charter Payments and Line 02 Per Pupil Facilities Allowance.

GEC estimates for per pupil funding assume that the base FY15 PPF funding increases 2% annually, consistent with recent history. It is assumed that the \$3,072 per pupil facilities funding allowance in FY15 will remain flat over the full time horizon of the budget. It is also assumed the grade-level, SpEd, LEP/NEP, and At Risk multipliers remain flat and consistent with FY15. These assumptions result in a foundation per pupil payment of \$9,875 in FY17 and \$10,073 in FY18, with a constant per pupil facilities payment of \$3,072.

Below are GEC's enrollment projections for the first five operating years. A key assumption, based on GEI's experience with other Excel Centers, is that approximately 25% of the students will be under the age of 22 and thus eligible for the add-on funding levels. Though GEC believes the percentage of students under 22 will actually be higher, GEC has chosen 25% for fiscal conservatism and, accordingly, funding is assumed for only 25% of the population for LEP/NEP, SpEd, and At Risk students.

GEC assumes it will serve 10% LEP/NEP students, higher than the DC PCS average, and serve a significantly higher portion of special needs students (30%) than the DC PCS average, based on GEI's experience with other Excel Centers. Also, based on GEI's experience at other Excel Centers and the definition for At Risk students, GEC

expects approximately 75% At Risk students. As shown in the table below, GEC expects to receive funding for 2.5%, 7.5%, and 18.75% of GEC's total students for LEP/NEP, SpEd, and At Risk, respectively, after adjusting for the 75% of students who will be older than 21.

GEC's assumed poverty statistics of the students would be similar to the DC PCS population of ~70%. However, given the high portion of students over 21 years old, GEC will not meet the threshold for Title 1 funding (though GEC expects Title 2a and IDEA funding for the students 21 and under). GEC will provide the appropriate services to all LEP/NEP, SpEd, and At Risk students, regardless of age and whether GEC receives the add-on funding for such students.

Grade/Profile	SY16-17	SY17-18	SY18-19	SY19-20	SY20-21	Base Funding multiplier*
9th	82	88	90	90	90	1.220
10th	81	88	90	90	90	1.220
11th	81	87	90	90	90	1.220
12th	81	87	90	90	90	1.220
Level 1	10	11	11	11	11	0.970
Level 2	7	8	8	8	8	1.200
Level 3	5	5	5	5	5	1.970
Level 4	2	2	2	2	2	3.490
LEP/NEP	8	9	9	9	9	0.490
AtRisk	61	66	68	68	68	0.219
Total students	325	350	360	360	360	N/A

*To be clear, GEC has included the Blackman/Jones and Attorneys' fees multipliers in its SpEd funding calculations.

Line 03 Federal Entitlements and Line 04 Other Government Funding/Grants.

Federal entitlements include NCLB and IDEA formulaic funding as well as the Title Vb startup grant. GEC assumed 70% for students in poverty as noted above and used OSSE's most recent guidance memo for Proposed Public Charter Schools, dated January 11, 2013, to estimate Title 1, 2a, and IDEA funding levels for eligible students. As noted above, given the percentage of students that are expected to be under 22, GEC does not expect to meet the threshold to receive Title I funding. However, GEC does expect to receive modest amounts of Title 2a and IDEA 611 program funds. GEC does not plan to receive NSLP funding since no food program will be offered. GEC used the unit information from OSSE shown in the chart below to forecast NCLB/IDEA revenue.

Federal grant program	Amount
Title 1, Part A, per F/R pupil	\$919.80
Title 2, Part A, per-pupil	\$174.41
IDEA, Part B 611, per-pupil	\$201.75
IDEA, Part B 619, per-3-5 YO pupil	\$15.98

Line 06 Private Grants and Donations, and Line 07 Activity Fees.

For the planning year, GEC assumed a \$340,000 grant from GW, which will complement the Title Vb funding, as well as provide liquidity (as Title Vb is operated by OSSE on a reimbursement basis). For purposes of the budget and conservatism, no additional fundraising is assumed in subsequent years; however, GEC believes it will receive additional private grants and contributions. Students will not be charged any fees.

Line 08 Loans and Line 09 Other Income.

Based on the current budget assumptions, GEC does not anticipate obtaining a loan to fund the school operations for the years presented. However, GEC may open a line of credit in the event it has unanticipated, short term liquidity needs. In light of the GW grant and Title Vb grant, GEC does not believe it would need to draw on such a line.

b. Planned Fundraising Efforts

GW has a development division that will provide GEC with fundraising services pursuant to the GEC/GW Agreement. These services may include, but are not limited to the following: creation of the case for support, grant proposal writing, major gift solicitation, in-kind gift solicitation, gift processing, solicitation of gifts through direct mail, and fundraising events. GEC will utilize GW's contacts and funding networks to raise any necessary funds to supplement the per pupil allocation of the charter school. A list of Goodwill's current and well established funders can be found in the Appendices.

c. Anticipated Financial Outlays

GEC has the following contingencies in place to handle issues resulting from timing of funding, as well as overall lower than expected funding.

- **Timing of Funding and/or Lower-Than-Expected Funding:** GW will extend the payment terms of the management fee due under the GEC/GW Agreement, without assessing interest, as necessary, to ensure GEC has adequate financial resources to meet daily operating needs.

In addition, contingency planning will be an integral part of the budget process so that unforeseen events, such as temporary gaps in funding or lower than anticipated financial results and/or lower than expected enrollment, can be addressed in a timely and efficient manner without disrupting the normal operations of the school. Timely, accurate monthly financials will facilitate this process on a day-to-day basis. Development of GEC's 5 year budget included sensitivity analysis around student enrollment expectations. Due to the net income currently reflected in the 5 year budget, and the sensitivity analysis performed, GEC is confident it could sustain a lower student enrollment in the initial years without experiencing significant cash flow shortfalls that could result in a reduction of services.

- **An explanation of the specific financial goals and objectives for the projected five-year budget (e.g., capital improvements, equipment, increased instructional and staffing costs).**

GEC expects to reach scale in Year 3 so the financial goals and objectives for the out-years will be to maintain a surplus every year to ensure a steadily growing net worth that will provide a strong foundation for the school to be in a secure and financially sustainable position for the future. GEC will use those resources to continually improve technology, invest in external courses for the students (e.g., college courses, technical certifications, etc.) and provide additional opportunities for family and community involvement.

Below is a detailed analysis for each of the expense accounts. For most accounts, GEC assumed an inflationary increase, or an inflationary increase with student growth, for years beyond the first year. For example, salaries would increase with inflation, while student supplies would increase with student growth *and* inflation.

EXPENSES		
	Personnel Salaries and Benefits	
15	Principal/Executive Salary	Executive Director = \$124,516
16	Classroom Teachers Salaries Other Teacher Salaries	Total Teacher Salaries = \$736,034 • 8 Classroom teachers = \$72,035 average per teacher This is based on the SY2012 Washington Teachers Union average salary for teachers with either Bachelors + 15 or Bachelors, with 3% increases year over year assumed. • Specialist teachers (2 in Y1 and 3 in Y2): <ul style="list-style-type: none"> ○ Year 1 <ul style="list-style-type: none"> - Foreign Language = \$65,013 - Special Populations Coordinator = \$94,742 ○ Year 2 <ul style="list-style-type: none"> - Addition of 2nd Specialist Populations Coordinator
17	Teacher Aides	Total Teacher Aides Salaries = \$45,117 (1 FTE)
18	Other Education Professionals Salaries	Total Other Education Professionals Salaries = \$372,865 <ul style="list-style-type: none"> • Lead Coach = \$65,000 (1) • Coaches = \$150,000 (3) • College Transition Counselor = \$53,476 (1) • Career Pathways Specialist = \$54,389 (1)

		<ul style="list-style-type: none"> Student Recruitment Specialist = \$50,000 (1)
19	Business/Operations Salaries	Services to be provided by EMO [see detail of EMO fee below].
20	Clerical Salaries	Total = \$111,604 Registrar = \$60,765 and Office Manager = \$50,839
21	Custodial Salaries	Services to be provided by EMO.
22	Other Staff Salaries	None anticipated.
23	Employee Benefits	Total = \$264,286 <ul style="list-style-type: none"> 4% match for retirement plan contributions following one year of service. Assumed that all staff will participate beginning in Year 2. Health plan assumed at 75% employer contribution for single plans = \$92,466 Life & Disability Insurance = \$11,871 Workers' Compensation Insurance = \$5,951 Payroll taxes = \$120,398 Bonuses = \$33,600 From year 2 forward (after retirement plan participation starts), benefits and taxes are at ~20% of salaries.
24	Contracted Staff	Total = \$77,308 <ul style="list-style-type: none"> Substitute teachers = \$15,000 Security personnel outsourced = \$62,308
25	Staff Development Costs	Total = \$30,300 This includes \$750 per staff person for professional development = \$15,750; plus staff recruitment costs (\$7,000), food for teachers (\$7,350) and new staff background verification (\$200).
27	Total Personnel Costs	Year 1 = \$1,762,030. This is 31% of total public funding. (Sum of lines 15 thru 25)
29	Direct Student Costs	
30	Textbooks	Total = \$147,038 Expense for Textbooks in Year 1 includes textbooks (\$16,250) and software for online curriculum such as Scholastic Read (\$75,000), FastMath (\$2,450), World Language (\$10,000), Agile Mind - math curriculum (\$23,000), Plato (\$14,500) and other software (\$5,838).

31	Student Supplies and Materials	Total = \$65,000 Assumed at \$200 per student based on GEI's experience in other Excel centers and DC PCS data.
32	Library and Media Center Materials	Total = \$32,500 Assumed at \$100 per student in Year 1 and \$50 per student in Year 2 due to initial setup investment.
33	Computers and Materials	Total = \$152,570 Purchases include the following: <ul style="list-style-type: none"> • \$54,000 for 60 laptops • \$5,200 for 2 laptop carts • \$4,000 for 8 iPad Air for teachers • \$50,000 for 50 desktop computers • \$30,800 for ceiling mounted overhead projectors • \$2,000 for video conferencing • \$6,570 for server, wireless setup and other infrastructure
34	Other Instructional Equipment	None anticipated
35	Furniture and Classroom Supplies	Total = \$140,000 \$110,000 for student desks and chairs \$21,000 for teacher desks \$9,000 for Science Lab equipment
36	Student Assessment Materials	Total = \$16,250 Estimate is based on \$50 per student
37	Contracted Student Services	Total = \$60,000 Contracted Special Education services to supplement in-house SpEd personnel include, but are not limited to, physical and occupational therapists.
38	Miscellaneous Student Expenses	Total = \$678,903 \$618,028 estimated cost provided by YMCA for full oversight of child care program to include assurance with child care standards, licensing, staff selection and supervision, curriculum development and delivery, parent communication and overall administration of the day-to-day operation of the program from 8am to 8pm. Additional expenses included of \$60,875 for student recruitment - flyers, promotional materials, advertisements.
40	Total Direct Student Costs	Total = \$1,292,261 (Sum of lines 30 thru 38)
42	Occupancy Expenses	

43	Rent	Total = \$538,250 in Year 1; \$965,150 in Year 2 Hypothetical facility of 20,000 square feet at a full service lease rate of \$45/sf with lease commencement April 1 st of the planning year with 8 months free rent. Annual fixed escalation of 2.5% is factored into the estimated base rent and 5% annual increase for operating expenses and taxes.
44	Mortgage Principal Payments	None
45	Mortgage Interest Payments	None
46	Building Maintenance and Repairs	None, as this cost has been built into the full-service lease rate.
47	Renovation/Leasehold Improvements	GEC assumes the landlord will cover most of the build out costs, and are reflected in the lease rate. Additional leasehold improvement costs that GEC expects to incur as follows: \$200,000 in the Planning Year and \$109,500 in Year 1.
48	Utilities	None, as this cost is part of the full-service lease rate.
49	Janitorial Supplies	Total = \$16,250 \$50/student (increasing by inflation), based on an average number PCs in DC spend. Year 1 - 325 x 50 = \$16,250. This includes all paper products required by students and staff, as well as cleaning supplies, materials, hand soap, and the like.
50	Equipment Rental and Maintenance	None
51	Contracted Building Services	Services to be provided by EMO.
53	Total Occupancy Expenses	Total = \$664,000 Fully-loaded cost, assuming 3 months free rent in the planning year and 5 months free rent in year 1 reflected on cash basis per application template. Accrual basis budget developed showing straight line rent expense in accordance with GAAP. (Sum of lines 43 thru 51)
55	Office Expenses	
56	Office Supplies and Materials	Total = \$48,750 Assumed an average of \$150 per student. (This is based on similar schools' expenditures.)
57	Office Furnishings	Total = \$75,970 • \$2,400 = 4 Desktop computers

	and Equipment	<ul style="list-style-type: none"> • \$4,000 = Desks • \$24,000 = 15 Laptops • \$4,000 = 42" Digital display for announcements • \$8,550 = 19 Desk phones • \$33,020 = Chairs, tables, etc. for conference and multi-purpose rooms
58	Office Equipment Rental and Maintenance	\$8,700 for the year based on monthly charge of \$725 for lease of two copiers and maintenance.
59	Telephone/Communications	Total = \$38,120 <ul style="list-style-type: none"> • \$5,600 for the year based on \$467 estimated monthly cost for smart phones, service plan and maintenance agreement. • MPLS Communications Circuit (voice & data) estimated at \$24,000 per year plus DC Net internet circuit 50 MB at \$8,520 per year.
60	Legal, Accounting and Payroll	\$26,250 includes estimated fees for annual audit and tax services of \$20,250 and external payroll processing service provider for \$6,000 (\$500 per month). Legal services will be provided by EMO.
61	Printing and Copying	Total = \$25,000 <ul style="list-style-type: none"> • \$16,800 Estimated copier usage • \$2,500 Printing of school literature and brochures • \$3,500 Letterhead, business cards, etc. • \$2,200 Job application kiosk
62	Postage and Shipping	Estimated at \$3,250 - \$10 per student in Year 1. (This is based on similar schools' expenditures.)
63	Other	Total = \$48,285 <ul style="list-style-type: none"> • Computer support fees estimated at \$13,860 in Year 1 • Student Information System (PowerSchool) estimated Year 1 implementation fee of \$20,000 plus \$6,500 (\$20 per student) plus \$400 per year • \$500 Annual maintenance fee for firewall • \$2,025 Annual maintenance fee for Wi-Fi • \$3,000 Annual maintenance fee for DC Net internet connection • \$2,000 Miscellaneous expense
65	Total Office Expenses	\$274,325 in Year 1 and \$202,103 in Year 2 (Sum of lines 56 thru 63)
67	General Expenses	
68	Insurance	\$25,200 package to secure insurance coverage as

		recommended by DCPCSB.																																												
69	Interest Expense	None																																												
70	Transportation	Total = \$229,500 <ul style="list-style-type: none">• \$225,500 Student transportation stipends• \$4,000 Staff travel non-development																																												
71	Food Service	None																																												
72	Administrative Fee to PCSB	\$57,479 in authorizer fees (1% of non-philanthropic revenue)																																												
73	EMO Management Fee	<p>Total = \$703,195</p> <p>The budgeted EMO fee includes significant student, business/office, and financial support services. All charges will be based on the below percentages of the individual position's base salary plus 22% for estimated benefits. Salary increases year over year are assumed to be 3%. A 5% administrative fee is added to the calculated amount.</p> <table><thead><tr><th></th><th>Portion Allocated to Charter School Planning Year</th><th>Portion Allocated to Charter School Yr 1</th><th>Portion Allocated to Charter School Yrs 2 - 5</th></tr></thead><tbody><tr><td>CEO</td><td>10%</td><td>10%</td><td>10%</td></tr><tr><td>VP of WFD</td><td>75%</td><td>60%</td><td>55%</td></tr><tr><td>Finance</td><td>75%</td><td>75%</td><td>50%</td></tr><tr><td>IT</td><td>50%</td><td>40%</td><td>30%</td></tr><tr><td>HR</td><td>75%</td><td>40%</td><td>25%</td></tr><tr><td>General Counsel</td><td>2%</td><td>1%</td><td>1%</td></tr><tr><td>Marketing</td><td>25%</td><td>15%</td><td>15%</td></tr><tr><td>Development</td><td>50%</td><td>35%</td><td>25%</td></tr><tr><td>Janitorial</td><td>0%</td><td>100%</td><td>100%</td></tr><tr><td>Maintenance Associate (PT)</td><td>0%</td><td>100%</td><td>100%</td></tr></tbody></table> <p>In order to minimize funding gaps during the planning year, the management fee will not be payable to GGW until Year 1. EMO fee for Planning Year, Year 1 and Year 2 is \$353,876, \$349,319 and \$306,797 respectively</p>		Portion Allocated to Charter School Planning Year	Portion Allocated to Charter School Yr 1	Portion Allocated to Charter School Yrs 2 - 5	CEO	10%	10%	10%	VP of WFD	75%	60%	55%	Finance	75%	75%	50%	IT	50%	40%	30%	HR	75%	40%	25%	General Counsel	2%	1%	1%	Marketing	25%	15%	15%	Development	50%	35%	25%	Janitorial	0%	100%	100%	Maintenance Associate (PT)	0%	100%	100%
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Janitorial	0%	100%	100%																																											
Maintenance Associate (PT)	0%	100%	100%																																											
74	Other General Expense	Licensing and services agreement is with GEI via a pass-through from GGW. \$90,000 Fee payable to GGW in Year 1 for licensing and services agreement. Fee for Year 2 is \$50,000; however, the fee for Years 3 through 5 is yet to be negotiated and is reflected in the budget at \$50,000 for this period.																																												
75	Unforeseen Expenses	Contingency amount for unforeseen expenses, based on 1.5% of revenue - \$86,219 in year 1.																																												

76	Total General Expenses	\$1,191,594 for Year 1 and \$778,557 for Year 2. (Sum of lines 68 through 75.)
78	Total Expenses	Year 1 - \$5,184,209 Year 2 - \$4,876,494
81	Excess (or Deficiency) Retained by School	Year 1 Excess = \$567,177 Year 2 Excess = \$1,382,716

d. Financial Management and Accounting

The financial management and internal accounting procedures of GEC, including the fiscal controls that will be put in place to ensure accountability

The GEC/GGW Agreement will include financial management services. GW will maintain GEC's financial records on an accrual basis in accordance with generally accepted accounting principles, as defined by the American Institute of Certified Public Accountants using Microsoft Dynamics Great Plains. With the assistance of GW, the school will establish financial management and internal accounting policies and procedures with strong fiscal controls that facilitate accurate and timely compliance with all required reporting, both internal and external. GW's accounting department includes three Certified Public Accountants who have extensive experience in nonprofit financial management, implementation of financial systems, developing and implementing policies and procedures, accounting for restricted funds and the requirements of A133 audits. The categories to be covered in the financial policies and procedures include, but are not limited to, the following:

<ul style="list-style-type: none"> • Closing/opening investment and bank accounts and identifying signatories 	<ul style="list-style-type: none"> • Setting up lines of credit and borrowing money
<ul style="list-style-type: none"> • Audit procedures and tax preparation 	<ul style="list-style-type: none"> • Budgeting process
<ul style="list-style-type: none"> • Investment policy 	<ul style="list-style-type: none"> • Insurance
<ul style="list-style-type: none"> • Physical controls and asset safeguards 	<ul style="list-style-type: none"> • Payroll system
<ul style="list-style-type: none"> • Day-to-day accounting operations <ul style="list-style-type: none"> - Invoice payment processing - Account reconciliation - Bid solicitation as necessary 	<ul style="list-style-type: none"> • All financial reporting, internal and external

The GEC Board Finance Committee will be responsible for oversight of fiscal integrity and GW will be responsible for implementing controls on a day-to-day basis.

Budgeting Process: The development of the GEC annual budget will be an iterative process that will incorporate input from key stakeholders. A preliminary detailed budget based on initial assumptions, including contingency plans to address unanticipated

events that could have a significant impact on the financial results and/or cash flow of GEC, will be provided to the Board's Finance Committee prior to presentation to the Board for consideration and approval. The approved budget will then be compared to actual and forecasted results on a monthly basis for reporting to the Finance Committee as described under Financial Reporting/Internal below.

Segregation of School Assets and Accounting System: With GW providing business services, GEC will use Microsoft Dynamics Great Plains, an industry standard accounting software program to ensure that proper bookkeeping is maintained and that reports will be provided in the format required by the DCPCSB. All GEC financial transactions and assets will be segregated by utilizing separate bank accounts and separate ledgers or "legal entities" within the GW accounting system.

Internal Financial Controls:

GEC will institute rigorous internal financial controls, as documented in written policies and procedures, to ensure the following:

- Proper segregation of duties
- Authorization and Processing of Disbursements: All disbursements properly authorized and processed in accordance with established policies and procedures
- Banking Arrangements/Reconciliation: GEC will maintain bank accounts in federally insured, non-speculative, commercial bank or credit union accounts.

Financial Reporting – Internal: On behalf of GEC and its Board of Directors, GW will prepare a set of detailed financial statements that will include a Statement of Activities (actual versus budget with explanation of significant variances), Statement of Financial Position, and other key metrics and supplemental information as determined by the Finance Committee and Board of Directors. The monthly financial package will be presented to the Finance Committee on a monthly basis and to the Board of Directors on a quarterly basis. Stringent monthly reporting and oversight will facilitate early identification of potential spending in excess of estimated revenue so that appropriate action, if any, can be taken in a timely and efficient manner in the normal course of operations.

Financial Reporting – External: On behalf of GEC and its Board of Directors, GW will develop an annual financial report and, following Board approval, disseminate it to all appropriate stakeholders.

GEC's cash flow management plan and how it will ensure availability of funds throughout the year

Through rigorous and disciplined monthly reporting and adherence to budget goals, as well as close daily monitoring of cash receipts and anticipated disbursements, GEC

believes that cash flow disruptions will be properly managed to minimize disruptions to the school's operations. The disciplined monthly reporting process comparing actuals to budget provides management and the Finance Committee the opportunity to review and address significant variances to budget and make revisions to future expenditures in a timely manner. In addition, monthly reporting to the Finance Committee will include a cash flow analysis highlighting projected overruns or cash shortfalls in order for appropriate action to be taken in a timely and efficient manner.

How GEC's resources will be segregated from those of GW

GEC will have its own bank account. Additionally, all GEC financial transactions and assets will be segregated by utilizing separate ledgers or "legal entities" within the GW accounting system; an external payroll provider will be engaged to process payroll.

e. Civil Liability and Insurance

GEC will have in place the following insurance, to be adjusted as required to meet any DCPCSB requirements.

General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Directors and Officers Liability	\$1,000,000
Educators Legal Liability	\$1,000,000
Student Accident – Per Student Basis	\$500,000
Umbrella Coverage	\$3,000,000
Property/Lease Insurance	100% of Replacement Cost
Boiler and Machinery Insurance	\$1,000,000 (if appropriate and necessary)
Employer's Practices Liability	\$1,000,000 (included in Directors and Officers policy)
Workers Compensation	As required by law

f. Provision for Audit

In accordance with PCSB regulations and the District of Columbia laws concerning the financial operations of charter schools, GEC will engage an independent CPA firm from PCSB's Approved Auditor List to conduct an annual audit of GEC. At this time, GEC anticipates contracting with Raffa, P.C. as its independent auditor. All audited financials will be provided to the PCSB pursuant to its deadlines and specifications.

4. Facilities

a. Identification of a Site

GEC has not yet identified a location. As indicated above, based on need, GEC is focusing on locations in wards 4, 5, 6 and 7. The following mission-critical space requirements are guiding identifications for space:

- The space must be 18 – 20k square feet with capacity to serve up to 360 students and the full staff

- The space must meet all ADA requirements
- The space must meet all compliance with the Regulatory agency overseeing child development facilities in the District of Columbia
- The space must be within walking distance of a metro stop

Students will ultimately be recruited from all wards of the city. The budget will include transportation stipends to help remove any transportation barriers students may face (after taking into account the reduced fares students would receive pursuant to the School Reform Act), and will help individuals in all wards travel to the school wherever it is ultimately located.

Describe how the school will compete with other schools in securing a facility.

GGW's founding group brings to the table great depth in facility acquisition experience. Catherine Meloy, President & CEO, will lead all facility identification efforts. Catherine has already engaged several individuals who are experts in this field. As stated above, founding member Earl Segal of The EZRA Company has provided assistance in researching real estate options and will continue to be a support in identifying viable facilities for GEC. As of the date of this application, the following sites have been identified as potentially having space available to serve GEC's needs:

- **Ward 2-** 525 School Street, SW, Washington, DC
- **Ward 4-** Sharpe School, 4300 13th Street, NW, Washington, DC
- **Ward 4-** 6856 Eastern Avenue, NW, Washington, DC

Catherine has engaged in facility site explorations with several individuals who are local brokers and real estate developers including Fernando Barrueto, with Colliers International, who works closely with Joe Bruno of Building Hope; Alan Novak, who is developing the Parkside Learning Center; Emily Durso with DCPS; and Earl Segal with the Ezra Group. Through these meetings it is apparent there are several viable locations in Wards 4, 5, 6, and 7.

Following is a tentative timeline that will guide the facility identification process:

Research viable facilities	January – August 2015
Select school facility/complete contract agreement	September 2015
Work with landlord and architect to plan building renovations, if needed	September 2015
Begin facility renovation/construction	October 2015
Set-up network infrastructure	February 2016
Purchase furniture	March 2016

b. Financing for Facilities

GEC expects to lease, rather than purchase, its location and have lease hold improvements included in the per foot cost of rent. Maintaining a conservative budget approach, though, there is a line item of \$200,000 included in the planning year for lease hold improvements should that be required.

c. Building Maintenance

The GGW building maintenance and custodial staff will be charged with ensuring that the identified facilities remain clean, in first rate condition, and compliant with District of Columbia codes, standards and regulations. It is anticipated that general building maintenance on a leased building will be provided by the landlord. Any maintenance contracts or warranties will be maintained for major equipment such as the copier and phone system, will be managed by GGW's Information Technology team. See the GEC/GGW Agreement for specific detail on the services GGW will provide in this area.

D. Operations Plan

1. Student Policies and Procedures

a. Policies and Procedures for Enrollment and Withdrawal of Students

Lottery Plans

GEC will not join My School DC. Students will come to GEC needing a varying number of credits to graduate and will also complete their graduation requirements at various times throughout the school year. As such, after the initial school lottery at the beginning of the school's first year of operation, GEC will accept student applications on a rolling basis, enrolling students when seats become available throughout the school year. GEC is selecting to manage its own application process. GEC's lottery and waitlist procedures are provided below.

Enrollment Policy

Policies and Procedures for Enrollment and Withdrawal

As a public charter school, GEC will accept every District resident who meets any legal requirements and applies to attend the school when a spot is available. However, GEC is structured to fit the academic and life needs of adults earning a high school diploma, and the school encourages individuals who fit that description to apply.

GEC recommends that students that fit the following description apply: age 18 or older and have dropped out of school or are significantly behind their cohort in school. Because GEC is a public charter school that is open to all students, there may be relatively small number of students who apply that do not fit this description.

To enroll in the school, a student must complete an enrollment packet, which includes: name and contact information; demographic information; home language survey; whether the student plans to use the drop-in center for child care; information regarding previous IEP/special education services; and a transcript from the student's last school of attendance. In cases where a student is having difficulty obtaining his/her transcripts, GEC staff will provide assistance to request that information.

Procedures for GEC Enrollment

1. On an ongoing basis, GEC provide information to community groups, potential new students, and other individuals inquiring about enrollment at GEC. The school's office manager and other school staff will answer any questions the inquiring individual has about the school.

2. Potential students will be directed to complete a packet of information, where they submit information regarding enrollment in the school.
3. During an enrollment period, GEC will distribute enrollment packets to potential students. The packets will be distributed one month prior to the first date of iExcel (GEC's new student orientation). Completed packets and transcripts must be received one week prior to the first date of iExcel, on an ongoing basis.
4. GEC staff follow up to ensure student receipt and completion of enrollment materials.
5. GEC staff provide reminder notification (e.g., email, text, phone call) about iExcel dates, transcripts & enrollment packet.
6. Students submit a completed enrollment packet, transcript, and proof of residency. These three items are prerequisite for attendance at iExcel.
7. Students who do not attend and complete iExcel must request to be placed back on the wait list, or on the next list for iExcel enrollment. Students must express interest in order to be returned to the "wait list" and contact GEC prior to the following term.

Waiting List Procedures

During GEC's academic year, some students will leave the school (either by graduating or by withdrawing from the school). When this happens, the student's vacated space in the school is back-filled by students on the waiting list. The waiting list is maintained year-round with students who are wishing to enroll in the school during the next phase of enrollment. Students are queued until the next iExcel orientation takes place.

To accelerate their integration into the school, students on the waiting list are encouraged to fill out the enrollment packet and locate their transcript prior to being notified of an open space. Students will be selected from the waiting list on a first-come, first-served basis.

Lottery

In the first year of operation, if more students apply for the school than can be accommodated, GEC will hold a lottery to determine which students will be enrolled.

The lottery will only include students with a complete enrollment packet. Numbers will be drawn at random and students whose number is selected will be offered the opportunity to enroll at GEC right away. Students whose number is not selected will be added to the waiting list in the order that their number is drawn. GEC will not offer preference slots in its lottery.

Re-Enrollment Policy

Students who withdraw from GEC are able to re-enroll in the school if their life circumstances change. Such students are elevated to the top of the waiting list (so long as they have not been away from the school for longer than a full term) so that they can return to their education, and continue the relationships that they had created while they were at GEC.

Withdrawal Policy

Because most students will be 18 or older, students will not be required to meet compulsory attendance standards and are able to withdraw from GEC at anytime. However, before students withdraw from the school prior to meeting graduation requirements, students will meet with their life coach in order to identify the reasons why a student wishes to withdraw and what further supports and services may be provided to the student in order to keep the student engaged in his or her education. Every attempt will be made to enable all students to remain in school until they have graduated.

Any student who does not show up to school without notice is contacted by his/her life coach to understand why the student is absent. If the student continues to not attend school for up to an entire term, then the student will be withdrawn from the school. Should a student wish to re-enroll at a later day, the school would utilize the re-enrollment policy (please see above).

b. Students with Disabilities

Identification and Compliance

GEC will comply with IDEA Child Find activities for all students who enroll, including identifying and providing appropriate special education services in accordance with applicable DC law and IDEA. GEC will focus on identifying and serving those who qualify as students with disabilities under federal and state criteria. When a student first completes paperwork to enroll in GEC (name, contact information, date of birth, previous schools attended, etc.), students are asked to identify whether or not they have ever received special education services. If a student indicates that he or she has previously received services, then the school's registrar and special education staff will contact the student's previous school(s) to receive copies of the student's IEP. In addition to these preliminary efforts, students are again asked whether they have received special education services during the iExcel. Students will meet with a Teacher of Record (TOR) or other special education staff person to discuss any services that may have been received. Excel Center staff will initiate the child find process for all students who self-identify as needing special education services or who staff feel may have received or be in need of services.

All general education curriculum and school activities will be made available to students receiving special education services, unless otherwise noted in the student's IEP. Students receiving services will spend a majority of their instructional day participating in fixed-length classes alongside the general student population. The remainder of the day they may use supplementary services as indicated in their IEP or Section 504 plan. Based on student need, individualized or one-on-one instruction may also be provided. The instructor-to-student ratio allows for every student (regardless of special education status) to enjoy an increased level of attention from his or her instructor and coach. This allows for placement of every special education student into the least restrictive environment. All classes are inclusionary, and none are comprised solely of special education students; however, the school has the ability to provide more intense individualized services, if necessary.

Because students will all have flexible calendars based upon their unique situation, it will be common to adjust plans to accommodate students with identified eligible disabilities. Staff will work with students to establish what academic schedules are appropriate for their unique needs and make that work. Some students will be able to attend one classroom session and then spend the rest of the day in General Skills Lab where they will work with other students and facilitators. Other students will be eligible to participate in online directed course content, where they can work at their own pace, again with the support of facilitators as needed.

Using Data

Licensed special education staff will write Individual Education Plans (IEPs) for students with special education needs and will be responsible for notifying instructors and coaches of their specialized plan. Students with disabilities will be placed in the least restrictive environment (LRE) possible and will be able to access the accommodations that best suit their abilities, whether online, one-on-one, or within a classroom setting. LRE placement is a case conference committee decision and will be based on the students' present levels of performance (classroom data, standardized testing data and any other relevant factors) and IEP goals. Consideration will always be given to the LRE placements for each student. Due to the structure of GEC, students with disabilities will be afforded small class sizes, preferential seating and access to digital text.

Accessibility options with online curriculum will allow students to access the same learning material as other students and work at their own pace. Special education staff will work with instructors to ensure that students receive appropriate services that will enable them to stay on track to graduate. Students can also access a variety of accommodations based on the needs outlined in their IEPs. In the rare cases in which GEC cannot serve as a student's LRE, the case conference committee will determine a plan to ensure the student's success in an alternative environment. Any determination to change a student's placement is a decision that will be reached by the case conference committee. The decision will be made in instances where a student has a repeated history of being unsuccessful in the current placement and is not making progress toward the goals outlined in the student's IEP. Such alternatives might include a shorter day or using online curriculum with support of a TOR. Each IEP will be created with the individual student in mind, and each student will play an active role in the implementation of his/her IEP. Should the IEP prove ineffective for the student, the case conference committee will reconvene and develop an alternate plan to better provide access to the learning curriculum.

Providing a Continuum of Services

Life coaches will create individualized learning plans to accomplish their learning goals for all GEC students – including those with special education needs. Each student's life coach will help the student manage his/her learning plan and will check in with the student to monitor his/her progress. Students with special education needs will also be supported by an IEP or 504 plan and specialized learning environments structured to fit their unique needs. The TOR is responsible for ensuring that students' IEPs and Section 504 plans are being implemented. Each student will receive individualized

academic and behavioral planning and services in their least restrictive environment. To accommodate the range of students' skill levels, aptitudes and backgrounds, GEC will offer flexible coursework (i.e., 8 week terms, small group instruction, remediation, certification courses, etc.) and individualized attention. GEC's goal is to give each student a realistic and attainable path to educational success and sustainable employment.

Special needs students will have a variety of other services available to them, including:

- Speech and language therapy;
- Occupational therapy;
- Physical therapy;
- A dedicated Teacher of Record: GEC's special education teachers will be licensed as special education providers, and will demonstrate understanding of the unique needs of students with disabilities and special needs. Meeting each student where he or she is, The Teacher of Record (TOR) will meet regularly with students to facilitate their learning and monitor progress against IEP goals and objectives. The TOR will use a student-centered approach to tailor learning/service strategies, and will be expected to employ creativity and innovation in his/her educational approaches. To that end, TORs will receive ongoing professional development related to best instructional practices to use when working with students with disabilities. Strategies may include one-on-one instruction, remediation techniques, self-paced lessons and computer-based tutorials. Behavior modification supports and techniques will also support building social skills and work-related skills to help remove barriers to school performance and job success. Behavior modifications may include coping strategies, social stories, anger management, etc. All accommodations for students with disabilities will be put in place to allow students better access to the general education classroom and curriculum.
- Coaching: Trained and compassionate professionals will be hired as GEC life coaches. These coaches will work with each student to address life barriers and issues that may have caused their decision to drop out of school, and to maximize their potential of being successful in their GEC educational program. The life coaches' goal is to keep students engaged and motivated, and constantly moving toward completion of their credits to earn their high school diploma. They will work with students to identify potential short-term barriers – such as housing, child care, transportation, etc. – as well as long-standing issues, such as a lack of self-confidence. Coaches and TORs will work closely as a team to facilitate learning plans, activities and services for all students, including those with an IEP or Section 504 Plan.
- Transition Services. As they earn their high school diploma, GEC students will be provided the chance to learn social skills and job skills needed for the 21st century workplace. Clearly identified transitional services and activities will play a vital role in each student's IEP plan. The comprehensive transition plan will include educational programming and work-related training that specifically addresses each student's needs as they prepare to become productive members of society. This intentional planning incorporates transition assessments to

identify student interests and aptitudes, and to provide supports that address their post-secondary educational or employment goals. The TOR will also work closely with students to access needed supports and assistance after graduating from GEC, including such services as offered by the District's Rehabilitation Services Administration (RSA). Vocational rehabilitation will provide students with any services the student needs to overcome barriers they may have to employment. Vocational rehabilitation services may include internships, work skill training, college assistance, job placement or even soft skill training. RSA specifically assists individuals with disabilities as they seek employment. Transition services may also include college tours, internship programs, and work skill development, focusing on the individual needs of those with disabilities.

Child Find and RTI

When students have not previously been identified to receive special education services request it, or when staff notice a need due to academic performance, emotional issues, or other outlying factors (on a case by case basis), school staff will refer students for evaluation. GEC will also use its Response to Intervention (RTI) process to better identify students with special needs.

The RTI team will serve as the Section 504 Committee within GEC. Students with disabilities will be discussed during the RTI team meetings that take place each Friday. As previously stated in the academic plan, Fridays are set aside for GEC staff to discuss students who they may be concerned about (for example, if the student is not making academic progress, is demonstrating new or different attitudes or behaviors) or who may not be successful using the formalized RTI process. The committee will develop written Section 504 plans for each student with a disability, stating the nature of the concern, the specific modifications, and the related support services to be provided to an eligible student. These 504 plans will be monitored by coaches and will be distributed by the coach to each instructor who teaches that student. Plans are required to be reviewed on a yearly basis, however a plan can be reviewed and changed at any time if the school, TOR, student, or family deems is necessary.

All GEC staff will be trained on strategies to manage students with behavior problems while promoting an environment of pro-social behavior and reinforcement. A General Education Intervention and RTI team will serve as the backbone for identifying students with learning disabilities, creating a rigorous, relevant curriculum and supporting teachers in differentiating instruction for every learner. This team will consist of the Special Education Coordinator, a Lead Teacher, Instructor, and all Coaches. Staff will assess whether students need special education services through an array of supports, including increased one-on-one instruction, tutoring, and the contracted services (when identified on a student's IEP) including physical therapy, occupational therapy, psychological services and speech-language therapy. Initial placement testing at intake (during iExcel) will identify students' current levels of performance in reading and mathematics. In addition, GEC will request records for incoming students via Child Find to identify any students in need of special education services. For more information about GEC's RTI process, please see GEC's Education Plan.

c. English Language Learners

Identification

English Language Learners (ELL) are first identified during enrollment at GEC. Students will fill out a Home Language Survey during which they will self-disclose what languages are spoken at home other than English. Those students who indicate languages other than English will take the Assessment Services Supporting ELs through Technology Systems (ASSETS) to indicate the degree to which they need assistance in English. ASSETS tests will be taken annually, with re-tests at regular intervals throughout the school year to determine the level of support students require. ELLs' collective data on student growth on CASAS scores, credit attainment and intermediate grades will be used to determine whether the school is providing sufficient supports for English language learners. Teachers whose students include ELLs will additionally employ the Sheltered Instruction Observational Protocol (SIOP). More information on the SIOP Model and how ELLs will receive instruction and academic services is discussed in the Education Plan.

ELL students with Lexile scores below 1000 will be enrolled in Competency English courses and progress through basic English skills instruction as they gain mastery in English education. These students will access System 44, a proven foundational reading program developed by Scholastic. System 44 was selected because it is research based and aligned with the Read 180 program that is used for remedial reading with general education students to help them develop the reading skills necessary to enter into high school-level courses.

GEC will have high expectations for ELL student achievement and continuously monitor ELL student progress (e.g., student work, formal and informal assessments, test results), and systematically adjusts instructional planning based on a wide variety of evidence and data. Teachers will support and learn from each other in a way that recognizes the interdependency of language proficiency and content instruction. GEC will provide professional learning opportunities to increase teachers' capacity to enrich language development and academic concepts and skills.

Communication with non-English speakers

In instances where students do not speak or read and write in English, the school will use bilingual staff to communicate with families, or contract with translators, as appropriate.

2. Human Resource Information

a. Qualifications of Key Leadership and School Staff

Key Leaders

The key members of GEC's Leadership Team include the President & CEO, VP of Workforce Development, School Director, two Lead Teachers and the Special Populations Coordinators. The job descriptions for these positions are below. No staff members, other than the President & CEO (Catherine Meloy) and VP of Workforce Development (Colleen Paletta) have been identified at the time of charter application

submission. Upon charter approval, GEC will set out to identify and hire a qualified School Director.

President & CEO

Scope Summary:

The President and CEO will ensure the overall accountability for GEC and is directly responsible for the school. She will serve as an ex-officio member of the Board of Directors of GEC and ensure the quality execution of the Administrative and Business Support Services Agreement with GGW and licensing agreement with GEI. The President & CEO hires and manages the VP of WFD who hires the School Director who provides daily administrative and operation support to the School Director.

Qualifications

- Eight to ten years' experience gained through responsible management positions within profit or not-for-profit business.
- Excellent communication and interpersonal skills.
- Ability to use tact and diplomacy while dealing with the public.
- Strong management skills-principle and people.
- Demonstrated ability to coordinate a high level of activity under a variety of conditions and constraints.
- Understanding of and ability to implement governance through Code of Ethics business practices throughout the organization.
- Resourceful and well organized.

VP, Workforce Development (WFD)

Scope Summary:

The VP of WFD hires and coordinates the ongoing administrative and operation support services for GEC with the School Director. She builds strategic partnerships with local employers and service providers to support the goals and objectives of GEC. She will support the School Director in annual planning and budget development and will ensure effective information management and evaluation systems to monitor performance and ensure compliance of all activities of GEC.

Qualifications

- Bachelor's degree in education, human services, business or relate field and or a minimum 5 years' experience in a related position. Experience may substitute for degree on a year for year basis.
- Demonstrated business savvy, as evidenced by a successful track record working with business and community leaders to create substantive programming. Extensive experience may substitute for degree.
- Proven program management abilities, as evidenced by prior experience with successful education and workforce development programs.
- Superior program evaluation and information management skills.
- Strong interpersonal skills as evidenced by successfully building and managing diverse coalitions to achieve specific outcomes.

- High degree of motivation, good judgment and self-direction to define processes to achieve program goals.
- Knowledge of workforce development and/or social services.

School Director

Scope Summary:

The Director will be the chief academic officer for GEC and provide a hands on approach to leadership in directing, planning, managing, and coordinating the educational goals and vision of the school. The Director ensures that instructors and school curriculum are applied according to the principles of GEC and that it is meeting the desired outcomes. He/She provides support and leadership to the staff. Essential functions of the Director include: supervising and managing faculty and staff, creating and maintaining a safe and secure educational environment for 300-350 students, and managing the fiscal activities of the school. The position will work with the leadership of GEI in establishing school goals and objectives.

Qualifications:

- Bachelor's degree in relevant field required, Master's degree preferred.
- Current Secondary Administrator's License preferred but not required.
- 5+ years in a school-related leadership role.
- Prior experience managing groups of professionals.
- Strong communicator at a variety of levels. Demonstrates effective presentation skills.
- Solid planning and organizing skills.
- Proficiency in Microsoft Office products; ability to effectively navigate the Internet.
- Ability to gather and analyze data for informed decision making.

Essential Duties and Responsibilities include the following:

- Develops strategies, goals and objectives for the school and manages the implementation of these objectives.
- Participates in the development of overall educational strategies.
- Assists instructors in setting priorities, facilitating meetings and developing their leadership skills.
- Provides leadership to develop new partnerships and/or methodologies in response to the changing needs concerning students, test results and/or Common Core State Standards.
- Represents the school, as appropriate, in community planning and policy making activities.
- Works with the leadership team to ensure appropriate building management coverage for GEC's hours of operation.

Lead Teacher

Scope Summary:

Each Lead Teachers will be responsible for coordinating the student engagement and support functions within the school. He/she will provide hands-on leadership and academic guidance to coaches, teachers and administrative support staff at GEC.

He/she will work effectively across the organization to make certain that students are supported in a way that ensures success with both academic and personal goals. Essential functions will include: supervising and managing staff, identifying internal and external academically supportive resources, and marketing the school to the outside community.

Qualifications:

- Bachelor's degree in relevant field required.
- Current Teaching License required.
- Current Secondary Administrator's License preferred but not required.
- 3-5 years experience managing groups of professionals in a service organization.
- Prior experience in academic settings highly preferred.
- Strong communicator at a variety of levels.
- Demonstrates effective presentation skills.
- Solid planning and organizing skills.
- Proficiency in Microsoft Office products.
- Ability to effectively navigate the Internet.
- Ability to analyze data for informed decision making.

Essential Duties and Responsibilities include the following:

- Participates in the development of overall educational strategies for GEC.
- Develops strategies, goals and objectives for staff.
- Teaches at least one core class.
- Provides work scheduling support and follow up to meet the needs of the students.
- Assists staff in setting priorities, facilitating meetings and developing the staff's leadership skills.
- Identifies, establishes, and maintains relationships with supportive community resources.
- Works effectively across the organization to link ancillary academic services to students.
- Works with the Director to ensure appropriate building management coverage for GEC's hours of operation.
- Works with SIS to provide effective scheduling for students.
- Works with management team on overall administration, planning and coordinating.
- Evaluates instructors using RISE (Respect, Integrity, Service and Excellence) rubric.

Special Populations Coordinator

Scope Summary:

The Special Populations Coordinator will work under the direct supervision the School Director and will supervise all school staff who serve students with special needs and English Language Learners. He/she will employ a student-centered approach effectively tailoring the service delivery strategies to individual students' needs by approaching education with creativity and innovation. The position will work with the instructional

team in meeting the educational objectives and adhering to the Common Core State Standards.

Qualifications:

- Master's Degree in Education with a concentration in Special Education preferred, Bachelor's in Education required.
- 5+ years of special education teaching and leadership experience; experience in working with at-risk and adult students preferred.
- Certification in Special Education.

Essential Duties and Responsibilities include the following:

- Develops and monitors quality implementation of legally compliant procedures.
- Coordinates RTI meetings and ensures IEP and 504 plans are legally compliant.
- Completes all special education reporting requirements.
- Completes all ELL reporting requirements.
- Coordinates all ASSETS testing for ELL students.
- Completes federal and state grant applications, oversees activities in these grants.
- Develops and manages system for securing student records from previous schools and maintaining all student records.
- Coordinates contracted services for special education and 504 students; submits Medicaid reimbursement for students.
- Ensures professional development of all staff.
- Strong reading, writing, math skills.
- Strong communication skills, excellent listener.
- Willingness to develop and refer to community resources.

Job Descriptions of School Staff

Life Coach

Scope Summary:

Each Life Coach will promote continued student engagement in GEC. He/she will have a caseload of approximately 60-75 students and meet individually with students to assist in overcoming barriers to each student's educational progress. Through these problem solving sessions, the Coach will suggest ways in which each student can overcome barriers and continue educational progress. Additional responsibilities include: administering the intake process, assessing life experiences, determining education tracks with instructional staff, and connecting students with supportive services to ensure success. The position will work with the instructional team in meeting the educational objectives and adhering to Common Core State Standards.

Qualifications:

- Minimum of two years experience in mentoring, counseling, advising, or related field.
- Experience working with high school age students in a non-traditional setting and/or in adult education setting highly preferred.
- Superior verbal and written communication skills.
- Strong meeting facilitation skills.

- Bi-lingual in English and Spanish highly preferred.
- Proficiency in Microsoft Office products; ability to effectively navigate the Internet.
- Demonstrated ability to develop relationships at all levels and to relate to a diverse population.
- Valid driver's license, up-to-date auto insurance, and good driving record (Requires occasional local travel/transporting individuals).
- Awareness of community resources.
- Ability to embrace change positively, strong planning and organizing skills, independent, self-manager.
- Must be able to successfully pass a background check.
- Ability to gather and analyze data for informed decision making.

Essential Duties and Responsibilities include the following:

- Leads the intake process to introduce the student to the school and begin outlining his/her educational goals.
- Assesses students' life experiences for possible translation into school credits.
- Assists instructors in developing student's individual learning plans based on intake assessment.
- Becomes part of a reliable alliance and is able to connect emotionally and socially with group members. Provides support and maintains open communication with instructors.
- Manages and monitors students' learning experience to ensure student engagement and accomplishment of learning goals through individual and/or group meetings.
- Identifies and connects students to community resources to remove barriers and support academic and/or personal goals.
- Initiates and maintains contact with key community partners (community agencies, educational institutions and employers) to enhance the menu of support services provided to students.
- Works closely with leadership and instructional staff to support student success.

College Transition Counselor

Scope Summary:

The College Transition Counselor will build relationships, systems and programs to ensure the college acceptance and matriculation of graduates from GEC to college and other post-secondary programs. The College Transition Counselor will provide support for alumni and their families as students transition from GEC to college and/or other post-secondary opportunities (e.g. workforce, apprenticeship program, etc.). The College Transition Counselor will interact with students, their family, graduates/alumni, post-secondary admissions counselors and school staff.

Qualifications:

- Minimum of two years experience working in a secondary or higher education setting and/or career counseling.
- Previous experience with college admissions process.
- Knowledgeable of financial aid process and various scholarships/internships, etc.

- Strong writing and public speaking skills.
- Experience working with community colleges preferred.
- Experience working with a diverse, non-traditional, inner city population in their efforts to achieve higher education and career goals highly preferred.
- High creativity, organizational skills and ability to work independently.
- Must be accessible and present for school events (e.g. Open Houses, Recruitment events, fairs, etc.).
- Proficiency with MS Office Products and the Internet.
- Able to successfully pass background check.
- Valid driver's license, good driving record, and up-to-date automobile insurance.

Essential Duties and Responsibilities include the following:

- Demonstrates commitment to non-traditional students for the long haul by assisting them and their families through the college application process and providing on-going support as they transition out of high school. Creates awareness and appreciation for college and career advancement.
- Provides one-on-one support to students throughout the college preparation process (which includes but is not limited to college search, application, and transition process). Understands and explains the college admissions process to students.
- Conducts workshops on essay writing, interviewing skills, financial aid, resume writing, etc.
- Coordinates college preparation testing for all students (ACT, SAT, and/or Accuplacer).
- Provides information on college fairs, campus visits, scholarships, etc. to current students, teachers and alumni.
- Maintains relationships with alumni through visits, phone contact and ongoing programming.
- Creates and maintains outreach efforts to GEC alumni. Stays in contact with and track graduated students as they pursue their post-secondary options.
- Seeks out internship, apprenticeship, scholarships and career opportunities for current students and alumni.
- Builds relationships and partner with college admission counselors to create open lines of communication and sharing of information.
- Creates awareness and appreciation for college and career advancement.
- Organizes and teaches graduate seminars for each 8 week term partnering with Career Pathways Specialists.

Career Pathways Specialist

Scope Summary:

The Career Pathways Specialist will build relationships, systems, and programs to ensure that each student at GEC graduates with a realistic career plan that is connected to post-secondary education. The Career Pathways Specialist will be instrumental in the implementation of a comprehensive foundational career-development program, which will allow for intentional advisement of students on academic diploma tracks and enrollment in dual credit courses. The Career Pathways Specialist will develop and

facilitate an industry-based advisory board of community partners. The Career Pathways Specialist will interact with students, graduates/alumni, post-secondary admissions counselors, industry professionals and school staff.

Qualifications:

- Minimum of two years experience working in a secondary or higher education setting, and/or career counseling.
- Knowledge of career/vocational theories, career education program development, and community resources/employers.
- Experience in career pathway development is highly desirable.
- Training in guidance or career/technical education is highly desirable.
- Knowledge of area's high growth, high demand jobs.
- Established network of representatives from business and industry.
- Adept utilizing Excel and experience analyzing statistical data.
- Proficiency with MS Office Products and the Internet.
- Familiarity with DC agencies and demonstrated partnership building skills.
- Energetic self-starter, comfortable working in a busy, diverse environment
- Must be accessible and present for school events (e.g. Open Houses, recruitment events, fairs, etc.).
- Valid driver's license, good driving record, and up-to-date automobile insurance.
- Ability to gather and analyze data for informed decision making.

Essential Duties and Responsibilities include the following:

- As directed, develops and designs career pathways for targeted industry driven programs with sequential options including dual enrollment, non-credit and credit certificate programs.
- Works with local industry advisory boards to develop more student exposure to the world of work, including on-the-job opportunities, internships or job shadowing and other experiential learning for career pathways.
- Makes sound recommendations on student placement into internships and job opportunities.
- Develops innovative, career-focused marketing campaign for promoting lifelong learning.
- Conducts, gathers and coordinates developing research and performance measures for credential completion, educational attainment and efforts that bridge educational systems for career path employment.
- Demonstrates a culture of innovation and responsiveness to meet the current workforce development needs of students and businesses.
- Strengthens the links between a career pathways system to align job training and education programs to jobs that are in demand or likely to grow in the immediate future in the local market.
- Researches, gathers and reports current labor market and demographic information examining the current education and workforce system for gaps and alignments.

- Attends and participates in meetings of key stakeholders in education and training, workforce and economic development to develop and strengthen information and resources related to the creation of career pathways.
- Oversees and supports students in all certification classes they attend.
- Organizes and teaches graduate seminars every 8-week term while partnering with the College Transition Counselor.
- Provides developmentally-oriented career and academic advisement through in-class instruction and personal counseling sessions.

Hiring the right individuals is a critical success factor for the new Excel Center. GEC's academic environment will be very appealing to compassionate teachers who want to hold students accountable for their own academic success and give them an extra push, when needed, to help them succeed. Evidence from the Indiana Excel Centers suggests that teachers will appreciate not needing to focus on classroom management and discipline as much as traditional high schools: the school's students have made a choice to return to school, and as a result, the student body will be motivated and focused on learning. Despite this benefit, not all teachers will enjoy GEC: its teachers must also be adaptable and creative, capable of concentrating a semester's worth of work into the school's eight week terms. During times, work may enter into evening hours. Additionally, teachers must be able to commit to working the school's year-round schedule.

GGW's HR staff will be responsible for sourcing and screening candidates for the available positions. In accordance with the requirements of the ESEA, GGW staff will verify the licensing of all of the teaching staff that are presented as candidates.

New staff will be selected after an array of interviews with GEC and peer interviews within The Excel Center Network. Candidates will be asked to complete projects and respond to scenarios based on student and staff situations and data. Candidates will also attend several panel interviews. The team of staff will assess whether that candidate has the required grasp on instruction, fits the organizational culture, and possesses the core competencies of an effective school leader in The Excel Center Model. These core competencies include: (1) emotional intelligence (the candidate remains positive in the face of extreme adversity to work toward effective solutions); (2) developing through coaching (creating an environment of positive feedback, encouraging others to reach farther and higher and to press on toward their goals); (3) managing through motivation (successfully motivates people and organizational units); (4) strategic thinking (develops strategies to integrate organizational strengths into the overall mission and contributes to a strategic thinking and planning process by monitoring and analyzing the environmental landscape); and business acumen (sees the "big picture" – understands how key business drivers relate to each other and work together to produce growth).

The ultimate decision about which candidate to hire is the responsibility for the School Director.

Interim Leaders and Recruitment Plan

GEC will begin recruiting a School Director upon receiving charter approval. Until the time that the School Director is selected, members of the GEC Board and the President & CEO and VP of Workforce Development will provide leadership of the school. Please see Board of Directors Supporting Documents for President & CEO resume and Appendices for VP of Workforce Development resume. To hire a high quality School Director, GEC's primary strategy will be to recruit an individual from The Excel Center network with a track record of success and who has successfully completed The Excel Center's Technical Leadership Series. Please see the Support for Learning section of the Education Plan for more information regarding the Technical Leadership Series.

As a secondary strategy to hiring a high quality School Director, GEC will use more traditional recruitment strategies, outlined in the Support for Learning Section of the Education plan. GEI will provide assistance in screening and interviewing candidates. Final candidates will travel to existing Excel Centers in Indiana to spend a day visiting Excel Centers, learning more about the school model, and interviewing with Excel Center staff to determine whether the candidate is a good fit for GEC. GEC's VP of Workforce Development and Board members will also travel to Indianapolis to observe how the School Director candidate interacts with staff, students, and responds to interview questions. This visit will act as a final interview for selecting the School Director.

Once the School Director is selected, he/she will be paired with a mentor, Brent Freeman, who has a successful track record of opening and operating an Excel Center. The selected School Director will have weekly check-in phone calls with Brent to discuss progress in opening the school and seek advice and feedback regarding any challenges related to opening the school or ongoing operation. Brent's biography is provided, below. Please see the Appendices for Brent's full resume.

Brent Freeman

Brent Freeman currently serves as Regional Director of The Excel Center operated by GEI. He is passionate about working with students from high-poverty communities to empower them towards changing their lives through education. Brent joined The Excel Center as a Special Education Coordinator in 2011 and became a School Director of The Excel Center - Meadows in 2012. As School Director in a notoriously challenging neighborhood of Indianapolis, Brent was able to create a culture of high performance among staff and students. During his tenure as School Director, more students (216 and counting) have graduated from The Excel Center - Meadows than from any other Excel Center. Of those graduates, over 90% have earned college credits or industry certifications and 80% are employed or in college within a year of earning their diploma. One third of Excel Center - Meadows alumni have gone on to college, truly embodying The Excel Center mission by transitioning from high school dropouts to future college graduates. The accomplishments of his students and the way it gives them hope for a better future are what motivates Brent to work toward the continued development of The Excel Center.

Staff Pipeline

Please see the Support for Learning section of the Education Plan (“developing a recruitment pipeline”) for more information regarding the steps that GEC will take to build a pipeline of quality teachers and leaders.

b. Staffing Plan

Teacher Recruitment

Hiring a high quality and highly effective school staff is critical to the success of any school, particularly a new school. Hiring top talent will be a challenge to GEC, particularly in a large market where there are vast educational opportunities for teachers and educational leaders. To overcome this challenge, GEC will employ a number of strategies. These strategies are included in the Support for Learning Section of the Education Plan (anticipated challenges).

Staffing Plan

GEC anticipates having a total of 23 full-time employees during its first year of operation. Please see the chart, below, for a list of anticipated staff.

Position	Number of Staff Per Position
School Director	1
Lead Teacher	2
Teacher	7
Resource Specialist	1
Special Populations Coordinator	2
Life Coach	5
College Transition Counselor	1
Career Pathways Specialist	1
Registrar	1
Office Manager	1
Student Recruitment Specialist	1
TOTAL	23

*All school staff will work with ELLs and students with special needs. The Special Populations Coordinators will coordinate these efforts.

GEC will holds classes for morning, afternoon, and evening sessions, with some students leaving the building each day as new students enter. As a result, the school will never have its full student capacity in classes during any one scheduled period. Consequently, teachers will only be teaching a portion of the student body at a given time. Each class will have an average of 15 students per teacher.

GEC will be very strategic when hiring school staff. Some teachers will be certified ELL teachers and other teachers will have special education certifications. These staff will be selected to serve students and act as Teachers of Record.

Because GEC will operate in 8-week terms, it is critical that staff be organized so that they are able to receive immediate feedback regarding instruction and to make any instructional adjustments immediately. School staff will be organized in a manner to provide teachers with easy access to instructional experts and to streamline the academic program of the school. The School Director will provide overall leadership to GEC. Two lead teachers -- one for humanities subjects and one for math and science -- will act as the academic leaders of GEC and as mentor teachers to other instructional staff. These lead teachers will be experts in curriculum and pedagogy and oversee school instruction and the evaluations of teaching staff. Working in close, small teams, teaching staff will be best prepared to receive immediate feedback on their instructional practices and learn new strategies and techniques to best serve students. Staff will also regularly meet to discuss student data to identify areas that need improvement and to make quick adjustments during the school year.

A small team of life coaches, along with a College Transition Counselor and a Career Pathways Specialist, will also increase communication to ensure that students' academic as well as non-academic needs are being met. On a rotating basis, teams of teachers and coaches will meet regularly. During these meetings, school staff will discuss individual student progress and the struggles that students are facing in the classroom. Teachers will be able to learn whether there are commonalities among a group of students' struggles or if the same student is having similar difficulty or success from class to class. The life coaches will be able to discuss these struggles with students, identify any root causes, and provide guidance and interventions where necessary. Better understanding the needs of each student allows each school staff member to emphasize the school's educational philosophy of "Relationships, Relevance, and Rigor," and make it possible for students to receive the maximum benefit of consistent support from school staff. Please refer to GEC's organizational chart in the Operations Plan.

Teacher Retention

GEC cultivates leadership and expertise from within. GEC realizes that there are multiple forms of school leadership, and school administrators facilitate the growth of teachers as leaders. Teachers with strong instructional skills who possess leadership capabilities but who wish to remain classroom teachers rather than become administrators may be selected to become lead teachers, maintaining a partial course load but also mentor teachers and lead professional development. Bonus pay tied to teacher evaluation scores and student achievement results as well as a differential pay scale for lead teachers will motivate the teaching staff to commit to continued employment at GEC.

GEC will reward high performing teachers via merit increases. Teachers who are identified as highly effective during their annual evaluation will be eligible for a performance-based bonus. Ineffective teachers will not be eligible for pay increases.

In addition to recognizing and rewarding teacher performance, evidence from the Indiana Excel Centers suggests that teachers will appreciate not needing to focus on

classroom management and discipline as much as traditional high schools: the school's students have made a choice to return to school, and as a result, the student body will be motivated and focused on learning.

c. Employment Policies

Salary and Benefits Policies

Recruiting and Hiring

It will be the policy of GEC to hire individuals who are qualified to perform the essential functions of the applicable position with or without a reasonable accommodation. All decisions regarding the recruitment, selection and placement of employees will be made on a non-discriminatory basis, in accordance with District of Columbia and federal law. Every effort will be made to hire staff for positions that best utilize the staff's abilities and in which staff will be able to achieve both personal satisfaction and opportunity for growth. Legal requirements for preferences to District residents will be followed.

New Hire Orientation

The first 90 calendar days after the date of hire will be considered a ***probationary period***. This period will give leaders an opportunity to evaluate the ability with which the employee performs the job. It will also give the employee an opportunity to decide if he/she is satisfied with the job. Attendance and tardiness will also be carefully evaluated during this period.

During the probationary period, no advance notice or particular reason is necessary for the new employee to resign or for GEC to terminate the employee. Upon satisfactory completion of the probationary period, the employee may be classified as a regular employee. However, an employee's successful completion of the probationary period does not affect GEC's policy of at-will employment.

General Separation

Every employee will be free to terminate his or her employment at any time, with or without cause and with or without notice. However, consistent with general business courtesy (and to assist GEC in mitigating the effects of a resignation) employees will be expected and encouraged to provide their supervisor with at least two weeks advance notice of departure. GEC will be free to terminate an employee's employment at any time for any reason with or without notice.

Exit Procedure

When leaving the employment of GEC, GGW's Human Resources Department will make arrangements with the exiting employee for an exit interview. At that time, arrangements will be made for distribution of the final paycheck, termination (or continuation, as required by applicable law) of insurance and other matters related to separation from employment. Issuance of the employee's final paycheck will be made in accordance with District of Columbia and federal law.

Salary Policies

Wage and Salary

A program of wage and salary administration has been developed and will be used by GEC to maintain a just and fair relationship among the wages paid for the various types of work performed. This program will be administered in accordance with District of Columbia and federal law.

It will be GEC's policy to maintain wage levels for its employees that are competitive with those paid for similar work by other employers in this area. The wage program will be reviewed periodically. GEC will treat individual pay rates, raises and salary information as confidential matters between employees and their team leaders.

Beginning salaries will be set based on a number of criteria, including previous experience and market rates. After that, salary increases will be largely based on the performance review but also take into account market factors.

Benefits Policies

Health Insurance

Regular full-time employees will be able to participate in basic benefit programs including medical, dental and vision. GEC will pay 75% of an employee's costs and 50% of the employee's family's cost. Part-time employees will not be eligible for GEC's medical plans, but may participate in a separate dental and vision plan. New employees will be eligible to participate on the first of the month following their date of hire.

Life Insurance

All regular full and part-time employees will be eligible for basic life insurance and Accidental Death and Disability on the first of the month following date of hire. This benefit will be available at no cost to the employee. Supplemental group term life insurance for the employee, spouse, or dependent children will also be available and paid for by the employee through a payroll deduction.

403 (b) Retirement Plan

Employees will be eligible to participate in a retirement plan by making tax deferred contributions up to the federal limits. The plan also provides for a discretionary matching contribution of 4%.

Employer match contributions will be made to the plan on the staff's behalf following completion of the plan eligibility requirements: attainment of age 21 and completion of 1 year and 1000 hours of service. The Plan will also allow for the rollover or transfer of an existing qualified retirement plan account from a prior employer.

Worker's Compensation

GEC will provide Workers' Compensation Insurance at no cost to its employees, in the event an employee becomes injured at work. If an injury is sustained while at work, no matter how minor, it will be required to be reported to the employee's team leader immediately. If medical treatment is necessary, the team leader (or a person with First

Aid Certification) will provide immediate first aid for minor injuries such as small cuts, scrapes, and burns, or will send the employee for emergency medical treatment.

A report must be made immediately of all injuries. Failure by an employee to report an injury may result in disqualification from benefits and/or corrective action. Employees will be made aware that Workers' Compensation benefits are designed to return the injured employee to the workplace as soon as medically possible. As part of the services provided to GEC, GWG will review and monitor all pending Workers' Compensation claims and leaves-of-absence.

Paid Time Off

All GEC employees will receive 128 hours of Paid Time Off (PTO) each July 1, to be used by June 30 of that year. PTO will be permitted to be taken at the supervisor's discretion, other than an emergency or unplanned illness. PTO hours must be used during the year and do not carry forward. Remaining PTO will only be paid out upon separation from GEC if required by applicable law.

Holidays

All permanent full-time employees will enjoy paid holidays, including federal holidays and those based on the school's academic calendar.

Plan to Ensure Salaries and Benefits Are Competitive

GEC understands that in order to attract high quality staff, it will need to ensure that salaries and benefits are competitive with the local job market. With the assistance of GWG, the founding group has researched the salary ranges, as well as typical benefits packages, of the local job market for the staff positions planned at GEC.

Equal Opportunity Employer

GEC is committed to an employment policy prohibiting discriminatory practices in every condition of employment.

It is GEC's full intention to ensure that recruiting efforts are open to a diverse group of candidates; that all aspects of GEC personnel policies, programs, practices, and operations are applied equally to all associates; and that training and the possibility of advancement are open to all wishing to make investments in their careers without regard to race, age, color, religion, gender or expression of gender identity, national origin, political affiliation, disability, matriculation, personal appearance, sexual orientation, family responsibilities, familial status, veteran status, marital status, pregnancy, childbirth, genetic background, or any other legally protected characteristic.

GEC will prohibit any form of harassment, retaliation, intimidation, threats, coercion or discrimination against any associate or applicant who may engage in any of the following protected activities:

- Filing a complaint;
- Assisting with or participating in an investigation, compliance review, hearing or any other related activity particularly with relation to the administration of Section

503 of the Rehabilitation Act of 1973, as amended (section 503) or any other federal, District of Columbia or local law requiring equal opportunity for persons with disabilities;

- Opposing any act or practice made unlawful by Section 503 or its regulations in this part or any other federal, District of Columbia or local law requiring equal opportunity for persons with disabilities; and
- Exercising any other right protected by Section 503 or its implementing regulations.

Drug-Free Workplace Policy

GEC will prohibit the use, possession, distribution, transportation or sale of alcoholic beverages or drugs by associates (other than those prescribed by a physician or sold over-the-counter and that are not illegal under federal law) on its premises at any time or while representing GEC's interest, including driving for business purposes while under the influence of drugs or alcohol.

It will be a violation of GEC's drug-free workplace policy to bring, have possession of, have present in the body, be under the influence of, consume, distribute or attempt to distribute, manufacture, sell, trade, and/or offer to sell drugs illegal under federal law or intoxicants on company premises, property or job site. Prescription and over-the-counter drugs that do not violate federal law will not be prohibited when taken according to a physician's direction. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his or her job. If the use of a medication will compromise the safety of the employee, fellow employees, students or the public, it will be the employee's responsibility to use appropriate procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. GEC will reserve the right to require employees to provide information related to the safety of prescribed medications while the employee is working.

Notification of Drug-Related Convictions

Any employee who is convicted of a criminal drug statute must notify the Human Resources Department in writing within five (5) days of the conviction. *Conviction* means a guilty finding (including a plea of no contest) or imposition of sentences, or both, by any judicial body charged with the responsibility to determine violations of the federal or District of Columbia criminal drug statutes.

Drug Screening

As a condition of employment, GEC will require that employees adhere to this policy. All new hires will be required to pass a drug screening prior to employment. GEC may, at its discretion, require all employees to submit to drug and alcohol testing, by a person or agency designated by GEC at GEC's expense. Such examinations can include, but are not limited to, blood, urine, breath, or other tests for evidence of the presence of alcohol, drugs, perception-altering or other substances in the body. Substances that will be tested for include, but will not be limited to amphetamines, cannabinoids, cocaine,

opiates, phencyclidine (PCP), marijuana, and alcohol for .08 or higher blood alcohol concentration. Employees must not test above .04 or higher blood alcohol concentration.

Any employee who tests positive for illegal drugs and/or alcohol will be disciplined immediately. Marijuana usage, even if prescribed medicinally, is currently a violation of GEC's drug free workplace policy and will remain so unless prohibited by applicable law. An employee will be subject to the same consequences of a positive test if he or she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person, or sends someone else for testing. Refusal to sign the required forms or to cooperate in the testing process in such a way that prevents completion of the test will be treated as a *positive* test.

Searches

If an employee is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. GEC may search school property and personal effects on the school's premises when there is reasonable suspicion that any aspect of this policy has been violated. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases, personal boxes and bags, desks, work stations and vehicles while on GEC property or place of business. A refusal to submit to a reasonable search or alcohol or drug test, or the intentional interference with a search or test, may result in termination of employment.

Reasonable Suspicion

If GEC has reasonable cause to believe that an individual's judgment, coordination or other senses are impaired to the extent that he or she poses a threat to the safety or security of other individuals or property, GEC may refuse to allow the employee to continue to work pending further investigation. In such cases GEC reserves the right to request the employee to submit to drug/alcohol testing.

Consequences

Violation of the drug and alcohol free workplace policy may result in probation, suspension or immediate termination of employment. In the case of applicants, the offer of employment may be withdrawn.

Shared Responsibility

A safe and productive drug and alcohol free workplace is achieved through cooperation and shared responsibility. Both staff and management have important roles to play. Employees are encouraged to be concerned about working in a safe environment, support fellow workers in seeking help and report dangerous behavior to their supervisors. It is the supervisor's responsibility to observe employee performance, investigate reports of dangerous practices, document negative changes and problem performance and counsel employees as to expected performance improvement.

Rights and Benefits of Current DCPS Employees

If GEC hires any employee from the District of Columbia Public Schools, GEC will comply with the DC School Reform Act and all applicable laws and regulations, including the benefits provided to those employees, specifically including paying into such employee's DCPS retirement plan at the specified rate if the employee chooses.

3. Implementation of the Charter

a. Maintenance and Reporting of Academic and Non-Academic Performance Data

Technology Infrastructure and Data Reporting Plan

The collection, analysis, and sharing of data is critical to the success of GEC and its students. Teachers, staff, and leaders will use PowerSchool or another PCSB preferred student information system (SIS) vendor as the school's student information system to collect student data and perform mandatory PCSB, OSSE and Department of Education reporting for the school. The SIS will be managed on a day-to-day basis by GEC's registrar.

Data Entry: Data entry is the responsibility of staff members at GEC. Teachers, coaches, and staff are responsible for collecting and entering student data for the school. During the iExcel intake process, a number of staff may be collecting student demographic information, recording transcripts, and organizing student data. As classes are underway, teachers will record attendance, grades and view transcripts through the SIS. Student performance data on assessments will be uploaded to the SIS, where appropriate, and otherwise manually entered by school staff.

Data Management: Management of data will be the responsibility of GEC's registrar. The registrar will be solely devoted to GEC's operations. The registrar will review the data entered by staff for quality and perform all reporting required by PCSB, OSSE, and the Department of Education. The registrar will monitor the data for completeness and will request changes made by staff at the local level in cases where data are incomplete or entered incorrectly. The registrar will also submit all required reports at the required intervals.

Data Warehouse: As a participant in the nationwide Excel Center network, GEC will receive data services to provide advanced analytics on school performance. The data warehouse used by all schools implementing The Excel Center model will equip GEC with an increased capacity to analyze data and drive instruction to fulfill the school's mission. The Excel Center Network's data warehouse draws upon the data collected within GEC's SIS database, presenting that data via dashboards and ad-hoc reports that provide additional insights to patterns and indicators, and ultimately making it easier for teachers and the School Director to make data-informed adjustments to the school's academic program. The dashboards will provide an easy-to-follow presentation of current performance.

GEC will license the use of this data warehouse from GEI (through the GEC/GGW Agreement). Data from the SIS will be linked to the data warehouse, allowing GEC staff

to use the reporting interface and analytical tools that are provided to all schools that participate in the of the Excel Center Network across the United States. GEI maintains this warehouse in a custom Structured Query Language (SQL) database that selects relevant data from GEC's SIS database. The warehouse uses Tableau Software® to present the data in dashboards, pre-defined and user-defined reports. Tableau Software provides web-based analytics, data visualization via online dashboards, and decision-making tools for businesses, schools, and other organizations. The pre-defined reports will allow GEC staff to view key operational indicators. Staff will be able to create their own reports, including summary-level reports backed with student-level detailed data.

The data warehouse dashboards were designed by GEI teachers and school personnel to meet the specific needs of the school model. These business intelligence tools have been used to save school staff time and resources by eliminating the need for manual calculations and data walls and to improve analysis of key factors that drive academic performance through cross-tab analysis across a multiple of variables (test scores, student demographics, attendance, discipline, etc.). Data analysis within The Excel Centers in Indiana and Texas have been used to identify which students were in danger of not passing classes and assisting teachers and support staff to reallocate resources to ensure that students passed classes.

The School Director is primarily responsible for conducting analysis of student data. He/she will generate reports necessary for leaders to perform ongoing assessments of school performance, highlighting performance across key areas at both school-wide and per-class groupings in the following areas.

- Attendance trends, both between terms and within the term.
- Credit attainments, both in aggregate and on a per-student basis.
- Identifying Students who are at risk of dropping out of school. The data warehouse automatically generates "At Risk" and "Off Track" student categories. Students who are scoring between 75-80% are labeled "At Risk" and require additional tutoring support, and students scoring below 75% of class mastery are labeled "Off Track" and require significant intervention to complete courses.
- Reports of coaching performance, which identify the academic success for the students who fall within a particular life coach's caseload. These indicators include the total credits earned within the caseload, the average class attendance, the number of students on Academic Concerns (as identified as being either "At Risk" or "Off Track" within a given course), and the number of students who have moved off of Academic Concerns.

Additional Data analysis by GEI staff will be available to answer questions related to school performance across the entire Excel Center Network, compare performance across locations, do deep analysis into why certain schools perform better than others or suggest ways to improve performance among special student populations. The summary results of these reports will be shared with every school in the Excel Center Network, giving School Directors insights on where high-performing best practices may be found.

The Excel Center Network will support the training and implementation of the data warehouse for GEC, instructing all teachers in how the data warehouse and Tableau software can be navigated to make data-informed decisions on academic progress, identify student groups who may require alternate instruction, and evaluate the effectiveness of the current curriculum and instructional practices.

b. Major Contracts Planned

Major Contracts Planned

Services Agreement with Education Service Provider and Support Service Provider

There will be a contractual relationship among GEC, GEI and GGW. GEI and GGW have entered into a Licensing and Services Agreement (the “GEI/GGW Agreement”) whereby GEI has licensed The Excel Center name and marks to GGW and has agreed to provide the educational support services identified above. GEC and GGW will enter into an Administrative and Business Support Services and Sublicensing Agreement (the “GEC/GGW Agreement”) pursuant to which GGW is (a) sublicensing and subcontracting the GEI/GGW Agreement to GEC; and (b) agreeing to provide administrative support services to GEC.

The budgeted fee that will be charged by GGW includes significant student, business/office, and financial support services. All charges will be based on the below percentages of the individual position’s base salary plus 22% for estimated benefits. Salary increases year over year are assumed to be 3%. A 5% administrative fee will be added to the calculated amount.

	Portion Allocated to Charter School Planning Year	Portion Allocated to Charter School Yr 1	Portion Allocated to Charter School Yrs 2 - 5
CEO	10%	10%	10%
VP of WFD	75%	60%	55%
Finance	75%	75%	50%
IT	50%	40%	30%
HR	75%	40%	25%
General Counsel	2%	1%	1%
Marketing	25%	15%	15%
Development	50%	35%	25%
Janitorial	0%	100%	100%
Maintenance Associate (PT)	0%	100%	100%

This fee for Planning Year, Year 1 and Year 2 are \$353,876, \$349,319 and \$306,797 respectively.

The cost to GEC of the license and services that will be provided by GEI will be passed through GGW with no additional fee added. \$90,000 will be payable in Year 1; \$50,000 in Year 2. Fees for the remaining years of the term of the services agreement will be negotiated six months before the end of Year 2 of school operations.

Child Care Provider

GEC also expects to enter into a contract with a childcare provider. While YMCA has been identified as a potential vendor, an RFP soliciting multiple proposals will be made. \$618,028 is the estimated cost provided by YMCA for full oversight of child care program to include assurance with child care standards, licensing, staff selection and supervision, curriculum development and delivery, parent communication and overall administration of the day-to-day operation of the program from 8am to 8pm.

Outside Special Education Services Provider

GEC anticipates a potential contract with an outsourced special education services provider to provide physical therapy, occupational therapy, psychological services and speech-language therapy. GEC has budgeted \$60,000 for this expense.

Facility

GEC plans to lease (rather than purchase) space for the school, but has not yet selected the location. GEC is budgeting \$538,250 in lease payments for Year 1 and \$965,150 for Year 2. This is based on a hypothetical facility of 20,000 square feet at a full service lease rate of \$45/sf with lease commencement April 1 of the planning year with 8 months of free rent. Annual fixed escalation of 2.5% is factored into the estimated base rent, and 5% annual increase for operating expenses and taxes. Though GEC assumes the landlord will cover most of the build out costs, and that they will be reflected in the lease rate, GEC has budgeted \$200,000 in the Planning Year and \$109,500 in Year 1 for leasehold improvements.

Contract Procurement Compliance

Any goods or services with a value equal to or exceeding \$25,000 (excluding certain exceptions outlined in D.C. Code § 38-1802.04(c)) shall be purchased in compliance with all applicable laws. GEC will publish a notice of request for proposals in the District of Columbia Register and newspapers not less than seven days prior to the award of a contract. After selecting the contractor, within three days, GEC will send PCSB all bids that it received, the name of the selected contractor, and the reasons for selecting that contractor. From that point, GEC will enter into a contract with the selected contractor not less than 10 days after submitting bid information to PCSB. A purchase order will be required for all purchases and all purchases will be appropriately logged with GGW's accounting department.

c. Services Sought from the District of Columbia Public Schools

Services Sought from DCPS

GEC does not anticipate seeking any services from DC Public Schools. GEC will, however, seek to engage DC Public Schools in a robust partnership and take advantage of any opportunities that will enable GEC and DC Public Schools to collaborate to increase efficiencies and better serve students and their families.

d. Non-Profit Status

GEC was incorporated as a District of Columbia non-profit corporation on February 23,

2015. After award of a charter, GEC will apply with the IRS for 501(c)(3) tax exempt status.

e. Technology Plan

Technology Plan

GEC will provide all technological equipment and services that will be required to implement the school's curriculum. Students and families will not be responsible for obtaining any equipment or technological support. The following include the technological equipment and services that will be required to support GEC:

Network Overview and Capacity

- All computing devices will have wired or wireless network access
- The school will use a Barracuda device for web content filtering
- The school will have an outward-facing website that is maintained by GGW's Marketing Division
- Additional Equipment: Router; Switches; Wireless access points; Battery Backup; Security system; Multifunction Printers
- Protocols- TCP/IP
- Bandwidth- 20mbps

Standard Hardware

- A five-year refresh will be implemented to ensure reliability of devices and assist with budget planning
- Each classroom will contain:
 - Teacher laptop
 - VoIP Phone
 - Mounted or portable projector or interactive whiteboard
- 2 labs will containing:
 - 25-30 student desktop computers
 - Mounted or portable projector or interactive whiteboard
- 2 Carts on Wheels (COWS)
 - 25 laptops each

Additional Hardware

- The leadership team will have iPads and cell phones
- All administration, teacher and staff will have access to networked, multifunction printer/copiers and document cameras
- The school will provide assistive and adaptive technologies for students with exception needs as required by special education IEPs and by request of parents (if applicable) and staff members

Standard Software

- The School will utilize a combination of self-hosted and cloud applications. GGW's IT department will support productivity, testing, SMS, and instructional applications
- The school will adopt Microsoft Office for its email and calendaring

- The school plans to use PowerSchool as its student information system to manage student information, schedules, grades, health records, discipline records, transcripts and attendance

Online Curriculum

- READ 180 (by Scholastic®)
- System 44 (by Scholastic)
- SRI (by Scholastic)
- PLATO (by Edmentum®)
- Ed Options Academy World Language Program (by Edmentum)

Technology will be used to assist administrators, teachers and staff with record keeping, student assessment, parent/teacher/student communications, lesson presentation and data-driven decision-making.

- Technology skills will be integrated throughout the curriculum and at all grade levels
- Effective technology skill acquisition by administrators, teachers and staff requires adequate resources, including equipment, software, training, time and incentives

Professional development will be done both formally and informally. Professional development days are scheduled prior to the start of school and throughout the school year. During these days, teachers will be provided with technology training regarding the use of all hardware, software, and equipment.

Employee Acceptable Use Policy

Network Use

The school will contract with GGW for IT services. GGW maintains a robust communications network to facilitate the efficient flow of information throughout the organization. Employees who require access to the network will be issued a unique user ID and password. Employees should not share their ID and password with others and should change their password on a regular basis (at least every 90 days).

Employees should never use GEC IT resources to engage in any activity that is against GEC policy; violates local, state, or federal laws; is unethical; or violates any of GEC's RISE values. Examples include, but are not limited to, causing a security breach at GGW, GEC or on another network, launching a denial of service attack, knowingly introducing a virus, trojan, or other malicious software, etc.

Employees must avoid actions that can impact the network or the work of others on the network. For example, unless necessary for the performance of their job responsibilities, employees should not access internet sites that provide on-line video or audio streaming (ex. YouTube, Skype) as these activities can degrade the performance of the network for other employees. Employees are prohibited from installing software on GEC equipment without the prior written approval of the IT department. Employees must

immediately alert the IT department if they believe a virus or other malicious software has been introduced into their computer or the network.

All computers on the GEC network are updated periodically with security “patches”, new virus definition files, and other software updates designed to keep the computer and GEC network secure. Employees should log off their computer each day when they leave work and should also re-boot to apply updates whenever prompted to do so.

Employees must ensure that all documents and files are stored on network drives so that they are backed up daily. Files that are necessary for the ongoing business of the organization should not be stored on the C: drive or the “desktop” as these files could be lost in the event of a hardware failure or more easily accessed by unauthorized people if the laptop is lost or stolen. Employees should not upload GEC Confidential Information to any external sites. Also, GEC Confidential Information or any student information should not be stored on employees’ personal computers, GEC issued laptop, mobile phones, or other devices.

Privacy

There should be no assumption of privacy for any information created, viewed, downloaded, or otherwise accessed using GEC IT resources. E-mail and other electronic files and documents can be reviewed at any time by IT or GEC management and can be subpoenaed by outside agencies.

Employees must maintain the confidentiality of personal information about other employees, volunteers, or student that they learn through their essential job functions. This information can include home addresses, social security numbers, birth dates, compensation data, academic performance data, details about a person’s disability or medical history. Employees who work with this sort of information as part of their job must familiarize themselves with any relevant regulations and policies and ensure compliance with those regulations and policies.

Appropriate Internet Use

The internet is a great resource, but should be used solely for school purposes. Employees should never visit web sites that could be considered pornographic or inappropriate, nor should they use GEC IT resources to access sites related to on-line gambling, on-line gaming, hacking, file sharing, or any illegal activity. Employees should also refrain from accessing social media sites (ex. Facebook) that are not directly related to the performance of the employee’s job functions.

All internet activity may be monitored and reviewed by IT and GEC management. When using their work e-mail address, employees must never engage in any conduct likely to reflect poorly on GEC. The use of social media should also adhere to the specific policies and procedures set forth in the school’s Code of Conduct.

Employees may not install, configure, or activate any wireless transmitter, router, or access point on the school’s network without the express approval of the IT department.

Harassment

GEC strives to maintain a workplace which is sensitive to the diversity of its employees and students and is free of harassment. Therefore, GEC prohibits the use of computers, the internet, the e-mail system, the phone system, or any other IT resource in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images and messages is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes.

Laptop Computers

Employees who are issued a laptop computer will be required to sign a Laptop Computer Policy form and will be issued a cable lock, which must be used to keep the laptop secured. Employees are responsible for the laptop itself as well as all of the information contained on the laptop. The IT department and the School Director must be notified within 24 hours if a laptop is lost or stolen.

Mobile Devices

Employees who are issued a mobile phone, smart phone, "air card" or other mobile device will be required to sign a Mobile Device Policy form. These devices are issued for business use and should be kept secured at all times. Employees are responsible for the device itself as well as all of the information contained on it (email, contacts, etc.). The IT department and the School Director must be notified within 24 hours if a mobile device is lost or stolen.

Copyrights and Software Licensing

Employees are expected to abide by the terms of any software license agreements that they accept and must respect all copyrighted materials. GEC prohibits the illegal duplication of software and its related documentation.

Violations

Violation of any aspect of this policy may result in disciplinary action up to and including termination of employment. Any employee who observes a violation of this or any other policy should report the violation to the School Director.

Student Acceptable Use Policy

The purpose of school-provided Internet access is to facilitate communications in support of research and education. Students utilizing school-provided Internet access and electronic resources must first have the permission of and must be supervised by The Excel Center's professional staff.. All students will sign a Student Acceptable Use Policy that addresses prohibited usage, student safety, and provides guidance on usage of school electronic resources.

Data Protection and Recovery Procedures

All data stored on GEC network share drives will be backed up nightly using a cloud-based back-up service. Staff will be instructed to store any important information on the network and not on the local (C:) drive of their computer or laptop. Data created by

students will be the responsibility of the students and will need to be stored in the cloud (ex. Google Drive) or on a personal device.

Data entered into the student information system or other application systems will also be backed up on a nightly basis.

All data which is backed up will be recoverable within twenty-four hours.

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E. Budget and Finance

Budget E.1. Pre-opening Expenses: Year ZERO Budget (Planning Year)

DESCRIPTION		BUDGETED AMOUNTS			
		Column A	Column B	Column C	Column D
		501(c)3 School Applicant	Education Management Organization	Total Revenues by Funding Source	Expenditures as a Percent of Total Public Funding
REVENUES					
1	Per Pupil Charter Payments	\$0		\$0	
2	Per Pupil Facilities Allowance	-		0	
3	Federal Entitlements	167,222		167,222	
4	Other Government Funding/Grants	-		0	
5	Total Public Funding	<u>167,222</u>		<u>167,222</u>	
6	Private Grants and Donations	340,000		340,000	
7	Activity Fees	-		0	
8	Loans	-		0	
9	Other Income (please describe in footnote)	-		0	
10	Total Non-Public Funding	<u>340,000</u>		<u>340,000</u>	
11	EMO Management Fee (= line 73, col. G)			0	
12					
13					
14	TOTAL REVENUES	<u>\$507,222</u>			
EXPENSES					
		501(c)3 School Applicant	Education Management Organization	Combined Total	Expenditures as a Percent of Total Public Funding
<i>Personnel Salaries and Benefits</i>					
15	Principal/Executive Salary	62,258		62,258	37%
16	Teachers Salaries	100,231		100,231	60%
17	Teacher Aides/Assistance Salaries	3,760		3,760	2%
18	Other Education Professionals Salaries	20,833		20,833	12%
19	Business/Operations Salaries	0		-	0%
20	Clerical Salaries	37,201		37,201	22%
21	Custodial Salaries	0		-	0%
22	Other Staff Salaries	0		-	0%
23	Employee Benefits	35,304		35,304	21%
24	Contracted Staff	0		-	0%
25	Staff Development Costs	8,888		8,888	5%
26					0%
27	Subtotal: Personnel Costs	<u>\$268,475</u>	<u>\$0</u>	<u>\$268,475</u>	<u>161%</u>
28					
29	<i>Direct Student Costs</i>				
30	Textbooks	0		-	0%
31	Student Supplies and Materials	0		-	0%
32	Library and Media Center Materials	0		-	0%
33	Computers and Materials	0		-	0%
34	Other Instructional Equipment	0		-	0%
35	Classroom Furnishings and Supplies	0		-	0%
36	Student Assessment Materials	0		-	0%
37	Contracted Student Services	0		-	0%
38	Miscellaneous Student Costs	19,625		19,625	12%
39					0%
40	Subtotal: Direct Student Costs	<u>\$19,625</u>	<u>\$0</u>	<u>\$19,625</u>	<u>12%</u>
41					
42	<i>Occupancy Expenses</i>				
43	Rent	0		-	0%
44	Mortgage Principal Payments	0		-	0%
45	Mortgage Interest Payments	0		-	0%
46	Building Maintenance and Repairs	0		-	0%
47	Renovation/Leasehold Improvements	200,000		200,000	120%
48	Utilities	0		-	0%
49	Janitorial Supplies	0		-	0%
50	Equipment Rental and Maintenance	0		-	0%
51	Contracted Building Services	0		-	0%
52					0%
53	Subtotal: Occupancy Expenses	<u>\$200,000</u>	<u>\$0</u>	<u>\$200,000</u>	<u>120%</u>
54					

Budget E.1. Pre-opening Expenses: Year ZERO Budget (Planning Year)

DESCRIPTION		BUDGETED AMOUNTS			
		Column A	Column B	Column C	Column D
55	Office Expenses				
56	Office Supplies and Materials	0		-	0%
57	Office Furnishings and Equipment	0		-	0%
58	Office Equipment Rental and Maintenance	0		-	0%
59	Telephone/Telecommunications	0		-	0%
60	Legal, Accounting and Payroll Services	0		-	0%
61	Printing and Copying	0		-	0%
62	Postage and Shipping	0		-	0%
63	Other	4,525		4,525	3%
64					0%
65	Subtotal: Office Expenses	<u>\$4,525</u>	<u>\$0</u>	<u>\$4,525</u>	<u>3%</u>
66					
67	General Expenses				
68	Insurance	0		-	0%
69	Interest Expense	0		-	0%
70	Transportation	10,000		10,000	6%
71	Food Service	0		-	0%
72	Administration Fee (to PCSB)	0		-	0%
73	EMO Management Fee	0		-	0%
74	Other General Expense	0		-	0%
75	Unforeseen Expenses	0		-	0%
76	Subtotal: General Expenses	<u>\$10,000</u>	<u>\$0</u>	<u>\$10,000</u>	<u>6%</u>
77					
78	TOTAL EXPENSES	<u>\$502,625</u>	<u></u>	<u></u>	<u></u>
79					
80	EXCESS (OR DEFICIENCY)				
81	Excess (or deficit) retained by school	<u>\$4,597</u>			
82	Excess (or deficit) retained by EMO				
ASSUMPTIONS					
	Student Enrollment	<u>0</u>			
	Facility Size (square footage)	<u>-</u>			
	Average Teacher Salary	<u>80,185</u>			
	Teachers	<u>1.25</u>			
	Student/Teacher Ratio	<u>to 1</u>			

Budget E.1a. Pre-opening Expenses: Monthly Cash Flow Projection - Year ZERO (Planning year)

DESCRIPTION	Pre-Opening	Month 1 July	Month 2 August	Month 3 Sept	Month 4 Oct	Month 5 Nov	Month 6 Dec	Month 7 Jan	Month 8 Feb	Month 9 March	Month 10 April	Month 11 May	Month 12 June	Total
1. Cash on Hand (start of month)		\$0	\$338,053	\$136,107	\$133,049	\$129,769	\$126,490	\$147,099	\$147,060	\$147,021	\$137,682	\$105,457	\$73,233	
2. Cash receipts														
Per Pupil Charter Payments		-	-	-	-	-	-	-	-	-	-	-	-	-
Per Pupil Facilities Allowance		-	-	-	-	-	-	-	-	-	-	-	-	-
Federal Entitlements		-	-	-	-	-	23,889	23,889	23,889	23,889	23,889	23,889	23,889	167,222
Other Government Funding/Grants		-	-	-	-	-	-	-	-	-	-	-	-	-
Grants and Donations		340,000	-	-	-	-	-	-	-	-	-	-	-	340,000
Activities Fees		-	-	-	-	-	-	-	-	-	-	-	-	-
Line of Credit		-	-	-	-	-	-	-	-	-	-	-	-	-
Other Income		-	-	-	-	-	-	-	-	-	-	-	-	-
3. Total Receipts	\$0	\$340,000	\$0	\$0	\$0	\$0	\$23,889	\$23,889	\$23,889	\$23,889	\$23,889	\$23,889	\$23,889	\$507,222
4. Total Cash Available	\$0	\$340,000	\$338,053	\$136,107	\$133,049	\$129,769	\$150,378	\$170,988	\$170,949	\$170,910	\$161,571	\$129,346	\$97,121	\$507,222
5. Expenses														
Personnel Salaries and Benefits														
Principal/Executive Salary		-	-	-	-	-	-	10,376	10,376	10,376	10,376	10,376	10,376	62,258
Teachers Salaries		-	-	-	-	-	-	-	-	-	22,156	22,156	55,918	100,231
Teacher Aides/Assistance Salaries		-	-	-	-	-	-	-	-	-	-	-	3,760	3,760
Other Education Professionals Salaries		1,736	1,736	1,736	1,736	1,736	1,736	1,736	1,736	1,736	1,736	1,736	1,736	20,833
Business/Operations Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-
Clerical Salaries		-	-	-	-	-	-	-	-	9,300	9,300	9,300	9,300	37,201
Custodial Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-
Other Staff Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Benefits		-	-	-	-	-	-	5,884	5,884	5,884	5,884	5,884	5,884	35,304
Contract Staff		-	-	-	-	-	-	-	-	-	-	-	-	-
Staff Development Costs		-	-	-	-	-	-	1,117	1,117	1,117	1,846	1,846	1,846	8,888
Direct Student Costs														
Textbooks		-	-	-	-	-	-	-	-	-	-	-	-	-
Student Supplies and Materials		-	-	-	-	-	-	-	-	-	-	-	-	-
Library and Media Center Materials		-	-	-	-	-	-	-	-	-	-	-	-	-
Computers and Materials		-	-	-	-	-	-	-	-	-	-	-	-	-
Other Instructional Equipment		-	-	-	-	-	-	-	-	-	-	-	-	-
Classroom Furnishings and Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-
Student Assessment Materials		-	-	-	-	-	-	-	-	-	-	-	-	-
Contracted Instructional/Student Services		-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Student Costs		-	-	-	-	-	-	3,271	3,271	3,271	3,271	3,271	3,271	19,625
Office Expenses														
Office Supplies and Materials		-	-	-	-	-	-	-	-	-	-	-	-	-
Office Furnishings and Equipment		-	-	-	-	-	-	-	-	-	-	-	-	-
Office Equipment Rental and Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone/Telecommunications		-	-	-	-	-	-	-	-	-	-	-	-	-
Legal, Accounting and Payroll Services		-	-	-	-	-	-	-	-	-	-	-	-	-
Printing and Copying		-	-	-	-	-	-	-	-	-	-	-	-	-
Postage and Shipping		-	-	-	-	-	-	-	-	-	-	-	-	-
Other		210	210	210	433	433	433	433	433	433	433	433	433	4,525
Occupancy Expenses														
Rent		-	-	-	-	-	-	-	-	-	-	-	-	-
Mortgage Interest Payments		-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance and Repairs		-	-	-	-	-	-	-	-	-	-	-	-	-
Leasehold Improvements		-	200,000	-	-	-	-	-	-	-	-	-	-	200,000
Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-
Contracted Building Services		-	-	-	-	-	-	-	-	-	-	-	-	-
General Expenses														
Insurance		-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Expense		-	-	-	-	-	-	-	-	-	-	-	-	-
Transportation		-	-	1,111	1,111	1,111	1,111	1,111	1,111	1,111	1,111	1,111	-	10,000
Food Service		-	-	-	-	-	-	-	-	-	-	-	-	-
Administration Fee		-	-	-	-	-	-	-	-	-	-	-	-	-
EMO management fee		-	-	-	-	-	-	-	-	-	-	-	-	-
Other General Expense		-	-	-	-	-	-	-	-	-	-	-	-	-
Unforeseen Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-
6. Total Expenses	-	1,947	201,947	3,058	3,280	3,280	3,280	23,928	23,928	33,228	56,113	56,113	92,524	502,625
7. Fund Balance (end of month)	\$0	\$338,053	\$136,107	\$133,049	\$129,769	\$126,490	\$147,099	\$147,060	\$147,021	\$137,682	\$105,457	\$73,233	\$4,597	\$4,597

Budget E.2a. Two-Year Operating Budget Worksheet: Year ONE

DESCRIPTION		BUDGETED AMOUNTS		
		Column A	Column B	Column C
		501(c)3 School Applicant	Education Management Organization	Total Revenues by Funding Source
REVENUES				
1	Per Pupil Charter Payments	\$4,468,528		\$4,468,528
2	Per Pupil Facilities Allowance	998,400		998,400
3	Federal Entitlements	285,458		285,458
4	Other Government Funding/Grants	-		0
5	Total Public Funding	5,752,386		5,752,386
6	Private Grants and Donations	-		0
7	Activity Fees	-		0
8	Loans	-		0
9	Other Income (please describe in footnote)	-		0
10	Total Non-Public Funding	-		0
11	EMO Management Fee (= line 73, col. G)			0
12				
13				
14	TOTAL REVENUES	\$5,752,386		
		501(c)3 School Applicant	Education Management Organization	Combined Total
EXPENSES				
Personnel Salaries and Benefits				
15	Principal/Executive Salary	124,516		124,516
16	Teachers Salaries	736,034		736,034
17	Teacher Aides/Assistance Salaries	45,117		45,117
18	Other Education Professionals Salaries	372,865		372,865
19	Business/Operations Salaries	0		-
20	Clerical Salaries	111,604		111,604
21	Custodial Salaries	0		-
22	Other Staff Salaries	0		-
23	Employee Benefits	264,286		264,286
24	Contracted Staff	77,308		77,308
25	Staff Development Costs	30,300		30,300
26				0%
27	Subtotal: Personnel Costs	\$1,762,030	\$0	\$1,762,030
28				31%
Direct Student Costs				
30	Textbooks	147,038		147,038
31	Student Supplies and Materials	65,000		65,000
32	Library and Media Center Materials	32,500		32,500
33	Computers and Materials	152,570		152,570
34	Other Instructional Equipment	0		-
35	Classroom Furnishings and Supplies	140,000		140,000
36	Student Assessment Materials	16,250		16,250
37	Contracted Student Services	60,000		60,000
38	Miscellaneous Student Costs	678,903		678,903
39				12%
40	Subtotal: Direct Student Costs	\$1,292,261	\$0	\$1,292,261
41				22%
Occupancy Expenses				
43	Rent	538,250		538,250
44	Mortgage Principal Payments	0		-
45	Mortgage Interest Payments	0		-
46	Building Maintenance and Repairs	0		-
47	Renovation/Leasehold Improvements	109,500		109,500
48	Utilities	0		-
49	Janitorial Supplies	16,250		16,250
50	Equipment Rental and Maintenance	0		-
51	Contracted Building Services	0		-
52				0%
53	Subtotal: Occupancy Expenses	\$664,000	\$0	\$664,000
				12%

Budget E.2a. Two-Year Operating Budget Worksheet: Year ONE

DESCRIPTION	BUDGETED AMOUNTS			
	Column A	Column B	Column C	Column D
54				
55 Office Expenses				
56 Office Supplies and Materials	48,750		48,750	1%
57 Office Furnishings and Equipment	75,970		75,970	1%
58 Office Equipment Rental and Maintenance	8,700		8,700	0%
59 Telephone/Telecommunications	38,120		38,120	1%
60 Legal, Accounting and Payroll Services	26,250		26,250	0%
61 Printing and Copying	25,000		25,000	0%
62 Postage and Shipping	3,250		3,250	0%
63 Other	48,285		48,285	1%
64				0%
65 Subtotal: Office Expenses	\$274,325	\$0	\$274,325	5%
66				
67 General Expenses				
68 Insurance	25,200		25,200	0%
69 Interest Expense	0		-	0%
70 Transportation	229,500		229,500	4%
71 Food Service	0		-	0%
72 Administration Fee (to PCSB)	57,479		57,479	1%
73 EMO Management Fee	703,195		703,195	12%
74 Other General Expense	90,000		90,000	2%
75 Unforeseen Expenses	86,219		86,219	1%
76 Subtotal: General Expenses	\$1,191,594	\$0	\$1,191,594	21%
77				
78 TOTAL EXPENSES	\$5,184,209			
79				
80 EXCESS (OR DEFICIENCY)				
81 Excess (or deficit) retained by school	\$568,177			
82 Excess (or deficit) retained by EMO				
ASSUMPTIONS				
Student Enrollment	325			
Facility Size (square footage)	20,000			
Average Teacher Salary	73,603			
Teachers	10			
Student/Teacher Ratio	33 to 1			

Budget E.2b. Two-Year Operating Budget Worksheet: Year TWO

DESCRIPTION		BUDGETED AMOUNTS		
		Column A	Column B	Column C
		501(c)3 School Applicant	Education Management Organization	Total Revenues by Funding Source
REVENUES				
1	Per Pupil Charter Payments	\$4,905,442		\$4,905,442
2	Per Pupil Facilities Allowance	1,075,200		1,075,200
3	Federal Entitlements	278,568		278,568
4	Other Government Funding/Grants	-		0
5	Total Public Funding	6,259,210		6,259,210
6	Private Grants and Donations	-		0
7	Activity Fees	-		0
8	Loans	-		0
9	Other Income (please describe in footnote)	-		0
10	Total Non-Public Funding	-		0
11	EMO Management Fee (= line 73, col. G)			0
12				
13				
14	TOTAL REVENUES	\$6,259,210		
		501(c)3 School Applicant	Education Management Organization	Combined Total
EXPENSES				
Personnel Salaries and Benefits				
15	Principal/Executive Salary	128,252		128,252
16	Teachers Salaries	855,698		855,698
17	Teacher Aides/Assistance Salaries	46,470		46,470
18	Other Education Professionals Salaries	384,051		384,051
19	Business/Operations Salaries	0		-
20	Clerical Salaries	114,952		114,952
21	Custodial Salaries	0		-
22	Other Staff Salaries	0		-
23	Employee Benefits	350,968		350,968
24	Contracted Staff	79,627		79,627
25	Staff Development Costs	32,997		32,997
26				0%
27	Subtotal: Personnel Costs	\$1,993,016	\$0	\$1,993,016
28				
29	Direct Student Costs			
30	Textbooks	77,640		77,640
31	Student Supplies and Materials	72,100		72,100
32	Library and Media Center Materials	17,500		17,500
33	Computers and Materials	5,000		5,000
34	Other Instructional Equipment	0		-
35	Classroom Furnishings and Supplies	0		-
36	Student Assessment Materials	18,025		18,025
37	Contracted Student Services	61,800		61,800
38	Miscellaneous Student Costs	667,579		667,579
39				0%
40	Subtotal: Direct Student Costs	\$919,644	\$0	\$919,644
41				
42	Occupancy Expenses			
43	Rent	965,150		965,150
44	Mortgage Principal Payments	0		-
45	Mortgage Interest Payments	0		-
46	Building Maintenance and Repairs	0		-
47	Renovation/Leasehold Improvements	0		-
48	Utilities	0		-
49	Janitorial Supplies	18,025		18,025
50	Equipment Rental and Maintenance	0		-
51	Contracted Building Services	0		-
52				0%
53	Subtotal: Occupancy Expenses	\$983,175	\$0	\$983,175

Budget E.2b. Two-Year Operating Budget Worksheet: Year TWO

DESCRIPTION		BUDGETED AMOUNTS			
		Column A	Column B	Column C	Column D
54					
55	Office Expenses				
56	Office Supplies and Materials	54,075		54,075	1%
57	Office Furnishings and Equipment	0		-	0%
58	Office Equipment Rental and Maintenance	8,961		8,961	0%
59	Telephone/Telecommunications	39,264		39,264	1%
60	Legal, Accounting and Payroll Services	44,038		44,038	1%
61	Printing and Copying	25,750		25,750	0%
62	Postage and Shipping	3,605		3,605	0%
63	Other	26,411		26,411	0%
64					0%
65	Subtotal: Office Expenses	\$202,103	\$0	\$202,103	3%
66					
67	General Expenses				
68	Insurance	26,208		26,208	0%
69	Interest Expense	0		-	0%
70	Transportation	238,960		238,960	4%
71	Food Service	0		-	0%
72	Administration Fee (to PCSB)	62,637		62,637	1%
73	EMO Management Fee	306,797		306,797	5%
74	Other General Expense	50,000		50,000	1%
75	Unforeseen Expenses	93,955		93,955	2%
76	Subtotal: General Expenses	\$778,557	\$0	\$778,557	12%
77					
78	TOTAL EXPENSES	\$4,876,494			
79					
80	EXCESS (OR DEFICIENCY)				
81	Excess (or deficit) retained by school	\$1,382,716			
82	Excess (or deficit) retained by EMO				
ASSUMPTIONS					
	Student Enrollment	350			
	Facility Size (square footage)	20,000			
	Average Teacher Salary	77,791			
	Teachers	11			
	Student/Teacher Ratio	32 to 1			

Budget E.3 Five-Year Estimated Budget Worksheet

DESCRIPTION	Planning year	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES						
Per Pupil Charter Payments	\$ -	\$ 5,466,928	\$ 5,980,642	\$ 6,239,038	\$ 6,341,701	\$ 6,446,416
Federal Entitlements	167,222	285,458	278,568	71,605	23,828	23,828
Income from Grants and Donations	340,000	-	-	-	-	-
Loans 08. Loans	-	-	-	-	-	-
Activity Fees	-	-	-	-	-	-
Other Income	-	-	-	-	-	-
TOTAL REVENUES	507,222	5,752,386	6,259,210	6,310,644	6,365,528	6,470,244
EXPENSES						
Personnel Salaries and Benefits	268,475	1,762,030	1,993,016	2,121,825	2,187,697	2,255,658
Direct Student Costs	19,625	1,292,261	919,644	949,928	982,666	1,109,586
Occupancy	200,000	664,000	983,175	1,033,296	1,084,719	1,144,359
Office Expenses	4,525	274,325	202,103	212,388	218,538	251,273
General Expenses	10,000	1,191,594	778,557	797,019	817,571	838,726
TOTAL EXPENSES	502,625	5,184,209	4,876,494	5,114,455	5,291,192	5,599,602
EXCESS (OR DEFICIENCY)	\$ 4,597	\$ 568,177	\$ 1,382,716	\$ 1,196,188	\$ 1,074,337	\$ 870,642

Budget E.4. Capital Budget Detail for First Two Operating Years

Details for years one and two	Year 1	Year 2	Notes
35. Classroom Furnishings and Supplies	\$ 140,000	\$ -	
100 at 400 Student Desk (trapezoid tables)	40,000		All year 1
12 at 1750 Teacher Desk	21,000		All year 1
200 at 350 Cachet chairs	70,000		All year 1
Science Lab equipment	9,000		All year 1
Subtotal, student furniture	\$ 140,000	\$ -	
57. Office Furnishings and Equipment	\$ 75,970	\$ -	
4 at 750 Upholstered chairs	3,000		All year 1
8 at 600 Armless vinyl chairs	4,800		All year 1
4 at 380 Tables/common space	1,520		All year 1
28 at 250 Chairs (breakroom)	7,000		All year 1
14 at 350 Table for breakroom	4,900		All year 1
4 at 1000 Desk (Coaches)	4,000		All year 1
1 at 1200 Conference table	1,200		All year 1
8 at 350 Conference table chairs	2,800		All year 1
1 at 2800 Ceiling Mounted Overhead Projectors	2,800		All year 1
Staff break area mix of tables & chairs (lot)	5,000		All year 1
4 at 600 Desktop Computers	2,400		All year 1
15 at 1600 Laptops	24,000		All year 1
1 at 2000 42" Digital Display for Announcements	4,000		All year 1
19 at 450 Desk Phones	8,550		All year 1
Subtotal, student furniture	\$ 75,970	-	
33. Computers and Materials	\$ 152,570	\$ 5,000	
60 at 900 Laptops	54,000		All year 1
2 at 2600 Carts for Laptops	5,200		All year 1
8 at 500 iPad Air for Teachers	4,000		All year 1
8 at 40 Doceri Stylus (one per iPad)	320		All year 1
50 at 1000 Desktop Computers	50,000		All year 1
50 at 25 Headsets	1,250		All year 1
2 at 2800 Ceiling Mounted Overhead Projectors	28,000		All year 1
1 at 2000 Video Conference (distance learning) set-up	2,000		All year 1
1 at 2800 Ceiling Mounted Overhead Projectors	2,800		All year 1
Server(s), wireless, other tech infrastructure (lot)	5,000	5,000	Assume we will incur this in year 2 as well.
Subtotal computers and materials	\$ 152,570	\$ 5,000	
47. Renovation/Leasehold Improvements	\$ 109,500	\$ -	
1 at 10000 16 Camera System	10,000		All year 1 to launch
1 at 4000 Badge Reader Master Control Panel & System	4,000		All year 1 to launch
10 at 250 Badge Readers (assumes 10 access points to cover)	2,500		All year 1 to launch
Front entrance sign	7,500		All year 1 to launch
Pylon Sign & Marquee	12,500		All year 1 to launch
Electrical wiring for signs	3,000		All year 1 to launch
Display cases & displays	6,000		All year 1 to launch
Brand reinforcement signage	2,000		All year 1 to launch
Success story posters/frames	4,500		All year 1 to launch
Room / space designation signage	2,500		All year 1 to launch
PA system	5,000		All year 1 to launch
Interior wiring for internet	50,000		All year 1 to launch
Subtotal classroom computers	\$ 109,500	\$ -	

Budget E.5. Monthly Cash Flow Projection - Year ONE

DESCRIPTION	Pre-Opening	Month 1 July	Month 2 August	Month 3 Sept	Month 4 Oct	Month 5 Nov	Month 6 Dec	Month 7 Jan	Month 8 Feb	Month 9 March	Month 10 April	Month 11 May	Month 12 June	Total
1. Cash on Hand (start of month)		\$4,597	\$1,202,884	\$589,984	\$221,812	\$1,755,077	\$1,063,253	\$752,818	\$1,559,516	\$1,249,082	\$938,647	\$1,520,035	\$856,119	\$4,597
2. Cash receipts														
Per Pupil Charter Payments	-	1,340,558	-	-	1,117,132	-	-	1,117,132	-	-	893,706	-	-	4,468,528
Per Pupil Facilities Allowance	-	299,520	-	-	698,880	-	-	-	-	-	-	-	-	998,400
Federal Entitlements	167,222	23,889	23,889	21,667	24,001	24,001	24,001	24,001	24,001	24,001	24,001	24,001	24,001	285,458
Other Government Funding/Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grants and Donations	340,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Activities Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Line of Credit	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3. Total Receipts	\$507,222	\$1,663,967	\$23,889	\$21,667	\$1,840,013	\$24,001	\$24,001	\$1,141,133	\$24,001	\$24,001	\$917,707	\$24,001	\$24,001	\$5,752,386
4. Total Cash Available	\$507,222	\$1,668,565	\$1,226,772	\$611,650	\$2,061,825	\$1,779,078	\$1,087,254	\$1,893,952	\$1,583,517	\$1,273,083	\$1,856,354	\$1,544,036	\$880,121	\$5,756,983
5. Expenses														
Personnel Salaries and Benefits														
Principal/Executive Salary	62,258	10,376	10,376	10,376	10,376	10,376	10,376	10,376	10,376	10,376	10,376	10,376	10,376	124,516
Teachers Salaries	100,231	61,336	61,336	61,336	61,336	61,336	61,336	61,336	61,336	61,336	61,336	61,336	61,336	736,034
Teacher Aides/Assistance Salaries	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	45,117
Other Education Professionals Salaries	20,833	31,072	31,072	31,072	31,072	31,072	31,072	31,072	31,072	31,072	31,072	31,072	31,072	372,865
Business/Operations Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Clerical Salaries	37,201	9,300	9,300	9,300	9,300	9,300	9,300	9,300	9,300	9,300	9,300	9,300	9,300	111,604
Custodial Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Benefits	35,304	22,024	22,024	22,024	22,024	22,024	22,024	22,024	22,024	22,024	22,024	22,024	22,024	264,286
Contract Staff	-	5,192	5,192	6,859	6,859	6,859	6,859	6,859	6,859	6,859	6,859	6,859	5,192	77,308
Staff Development Costs	8,888	4,325	4,325	4,325	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	30,300
Direct Student Costs														
Textbooks	-	-	147,038	-	-	-	-	-	-	-	-	-	-	147,038
Student Supplies and Materials	-	9,750	13,000	6,500	6,500	6,500	3,250	3,250	3,250	3,250	3,250	3,250	3,250	65,000
Library and Media Center Materials	-	4,875	6,500	3,250	3,250	3,250	1,625	1,625	1,625	1,625	1,625	1,625	1,625	32,500
Computers and Materials	-	50,857	50,857	50,857	-	-	-	-	-	-	-	-	-	152,570
Other Instructional Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Classroom Furnishings and Supplies	-	70,000	70,000	-	-	-	-	-	-	-	-	-	-	140,000
Student Assessment Materials	-	-	-	1,806	1,806	1,806	1,806	1,806	1,806	1,806	1,806	1,806	-	16,250
Contracted Instructional/Student Services	-	-	-	-	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	60,000
Miscellaneous Student Costs	19,625	56,575	56,575	56,575	56,575	56,575	56,575	56,575	56,575	56,575	56,575	56,575	56,575	678,903
Office Expenses														
Office Supplies and Materials	-	7,313	9,750	4,875	4,875	4,875	2,438	2,438	2,438	2,438	2,438	2,438	2,438	48,750
Office Furnishings and Equipment	-	31,710	44,260	-	-	-	-	-	-	-	-	-	-	75,970
Office Equipment Rental and Maintenance	-	725	725	725	725	725	725	725	725	725	725	725	725	8,700
Telephone/Telecommunications	-	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	38,120
Legal, Accounting and Payroll Services	-	2,188	2,188	2,188	2,188	2,188	2,188	2,188	2,188	2,188	2,188	2,188	2,188	26,250
Printing and Copying	-	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000
Postage and Shipping	-	271	271	271	271	271	271	271	271	271	271	271	271	3,250
Other	4,525	167	4,374	4,374	4,374	4,374	4,374	4,374	4,374	4,374	4,374	4,374	4,374	48,285
Occupancy Expenses														
Rent	-	23,967	23,967	23,967	23,967	23,967	58,967	58,967	58,967	58,967	60,850	60,850	60,850	538,250
Mortgage Interest Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance and Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Leasehold Improvements	200,000	36,500	36,500	36,500	-	-	-	-	-	-	-	-	-	109,500
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Supplies	-	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	16,250
Equipment Rental and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contracted Building Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Expenses														
Insurance	-	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	25,200
Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transportation	10,000	-	-	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	25,500	-	229,500
Food Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administration Fee	-	-	-	-	-	57,479	-	-	-	-	-	-	-	57,479
EMO management fee	-	-	-	-	-	351,598	-	-	-	-	-	351,598	-	703,195
Other General Expense	-	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	90,000
Unforeseen Expenses	-	7,185	7,185	7,185	7,185	7,185	7,185	7,185	7,185	7,185	7,185	7,185	7,185	86,219
6. Total Expenses	502,625	465,681	636,789	389,838	306,748	715,826	334,436	334,436	334,436	334,436	336,319	687,917	307,347	5,184,209
7. Fund Balance (end of month)	\$4,597	\$1,202,884	\$589,984	\$221,812	\$1,755,077	\$1,063,253	\$752,818	\$1,559,516	\$1,249,082	\$938,647	\$1,520,035	\$856,119	\$572,774	\$572,774

Budget E.6. Supplemental. Planning and 5-year fully accrual-basis operating budget with cash flow adjustments

Five-Year Forecast , v2.2

3/4/15

The Goodwill Excel Center, Public Charter School

	SY15-16	SY16-17	SY17-18	SY18-19	SY19-20	SY20-21
REVENUE						
04 · State and Local Revenue						
400 · Per-Pupil Operating Revenue	\$ -	\$ 4,468,528	\$ 4,905,442	\$ 5,133,118	\$ 5,235,781	\$ 5,340,496
410 · Per-Pupil Facility Revenue	-	998,400	1,075,200	1,105,920	1,105,920	1,105,920
420 · Other Local Revenue	-	-	-	-	-	-
Total 04 · State and Local Revenue	-	5,466,928	5,980,642	6,239,038	6,341,701	6,446,416
05 · Other Federal Revenue						
500 · Federal Grants	215,000	281,013	283,013	23,828	23,828	23,828
510 · Federal Programs	-	-	-	-	-	-
Total 05 · Other Federal Revenue	215,000	281,013	283,013	23,828	23,828	23,828
06 · Private Revenue						
600 · Private Grants	340,000	-	-	-	-	-
620 · Private Contributions	-	-	-	-	-	-
630 · Activity Fees	-	-	-	-	-	-
640 · School Sales	-	-	-	-	-	-
650 · Additional Revenue	-	-	-	-	-	-
670 · Donated Revenue	-	-	-	-	-	-
Total 06 · Private Revenue	340,000	-	-	-	-	-
TOTAL REVENUE	555,000	5,747,941	6,263,655	6,262,866	6,365,528	6,470,244
ORDINARY EXPENSE						
07 · Staff-Related Expense						
700 · Curricular Salaries	166,249	905,667	1,030,421	1,061,333	1,093,173	1,125,968
710 · Supplemental Service Salaries	58,035	484,469	499,004	567,019	584,029	601,550
720 · Supplemental Program Salaries	-	-	-	-	-	-
730 · Management/Development Salaries	-	-	-	-	-	-
740 · Employee Benefits	15,118	137,937	212,823	229,984	239,116	248,634
750 · Payroll Taxes	20,186	126,349	138,145	146,706	151,107	155,641
760 · Professional Development	2,188	15,750	16,995	18,301	18,850	19,415
770 · Contracted Staff	-	77,308	79,627	82,016	84,476	87,011
780 · Other Staff Expense	16,700	18,550	20,122	20,710	21,316	21,941
Total 07 · Staff-Related Expense	278,475	1,766,030	1,997,136	2,126,068	2,192,068	2,260,160
08 · Occupancy Expense						
800 · Occupancy Rent Expense	129,099	803,994	1,033,194	1,059,094	1,086,194	1,114,594
810 · Occupancy Service Expense	-	16,250	18,025	19,096	19,669	20,259
Total 08 · Occupancy Expense	129,099	820,244	1,051,219	1,078,190	1,105,863	1,134,853
09 · Additional Expense						
900 · Direct Student Expense	19,625	1,225,191	1,149,484	1,187,724	1,222,276	1,257,864
910 · Office Expense	-	123,820	131,655	137,302	141,421	145,663
920 · Business Expense	4,525	860,410	466,090	480,972	494,600	508,638
930 · Business Fees	-	90,000	50,000	50,000	50,000	50,000
940 · Donated Products and Services	-	-	-	-	-	-
990 · Operating Contingency	-	86,219	93,955	93,943	95,483	97,054
Total 09 · Additional Expense	24,150	2,385,639	1,891,183	1,949,941	2,003,780	2,059,219
Total ORDINARY EXPENSE	431,723	4,971,913	4,939,538	5,154,199	5,301,711	5,454,232
NET ORDINARY INCOME	123,277	776,028	1,324,117	1,108,666	1,063,817	1,016,012
11 · Depreciation	-	119,244	131,861	133,577	73,279	116,900
12 · Interest	-	-	-	-	-	-
NET INCOME	123,277	656,784	1,192,256	975,089	990,538	899,112
CASH FLOW ADJUSTMENTS						
Plus Depreciation	-	119,244	131,861	133,577	73,279	116,900
(Incr) / Decr in Accounts Receivable						
(Incr) / Decr in Per-Pupil Receivable	-	-	-	-	-	-
(Incr) / Decr in Other Public Receivable	(47,778)	4,444	(4,444)	47,778	-	-
(Incr) / Decr in Private Receivable	-	-	-	-	-	-
Total (Incr) / Decr in Accounts Receivable	(47,778)	4,444	(4,444)	47,778	-	-

Budget E.6. Supplemental. Planning and 5-year fully accrual-basis operating budget with cash flow adjustments

Five-Year Forecast , v2.2

3/4/15

The Goodwill Excel Center, Public Charter School

	SY15-16	SY16-17	SY17-18	SY18-19	SY19-20	SY20-21
(Incr) / Decr in Other Current Assets						
(Incr) / Decr in Prepaid, Deposits & Advanc	-	-	-	-	-	-
(Incr) / Decr in Intracompany Receiv / (Pay	-	-	-	-	-	-
Total (Incr) / Decr in Other Current Assets	-	-	-	-	-	-
(Incr) / Decr in Net Fixed Assets						
(Incr) / Decr in Operating Net Fixed Assets	-	(368,540)	(5,000)	(5,150)	(10,625)	(135,864)
(Incr) / Decr in Facility Net Fixed Assets	(200,000)	(109,500)	-	-	-	-
Total (Incr) / Decr in Net Fixed Assets	(200,000)	(478,040)	(5,000)	(5,150)	(10,625)	(135,864)
Incr / (Decr) in Current Liabilities						
Incr / (Decr) in Accounts Payable	-	-	-	-	-	-
Incr / (Decr) in Credit Accounts	-	-	-	-	-	-
Incr / (Decr) in Accrued Expenses	129,099	265,744	68,044	44,894	21,144	(9,506)
Incr / (Decr) in Payroll Liabilities	-	-	-	-	-	-
Incr / (Decr) in Unearned Revenue	-	-	-	-	-	-
Incr / (Decr) in Short-Term Debt	-	-	-	-	-	-
Total Incr / (Decr) in Current Liabilities	129,099	265,744	68,044	44,894	21,144	(9,506)
Incr / (Decr) in Long-Term Liabilities	-	-	-	-	-	-
Incr / (Decr) in Restricted Net Assets	-	-	-	-	-	-
TOTAL CASH FLOW ADJUSTMENTS	(118,679)	(88,607)	190,460	221,099	83,798	(28,470)
Beginning Cash Balance	-	4,597	572,774	1,955,490	3,151,678	4,226,015
NET CASH FLOW	4,597	568,177	1,382,716	1,196,188	1,074,337	870,642
END CASH BALANCE	\$ 4,597	\$ 572,774	\$ 1,955,490	\$ 3,151,678	\$ 4,226,015	\$ 5,096,657

Note. This version of the budget maps directly into the required planning year and operating year budget worksheets, as well as the capital budget worksheets. As an accrual-basis budget it shows items such as capital expenditures as uses of cash (with associated depreciation expense and increases in asset accounts), and items such as loans or receipts of pre-payments of summer school PPF as sources of cash with corresponding increases in the liability accounts.

F. Board of Directors Supporting Documents

GLEN S. HOWARD

Glen Howard retired in March 2013 as Managing Director, Legal Affairs & General Counsel at The Pew Charitable Trusts, where he was responsible for advising the organization's board, senior management team, and staff on legal and risk management matters. Immediately prior to joining Pew, he advised foundations, corporations, and nonprofits with respect to strategic philanthropic investment. Previously, he was Senior Vice President & General Counsel at the Fannie Mae Foundation, where he served for 10 years, including as its General Counsel and Chief Operating Officer, Board Secretary, and leader of the Foundation's grantmaking and programs in Washington, D.C.



Mr. Howard chairs the boards of directors of both the Cultural Data Project, a national not-for-profit organization that strengthens the arts and cultural sector by collecting and disseminating comprehensive, high-quality data to support fact-based decision-making, fundraising, and advocacy, and The Goodwill Excel Center Adult Public Charter School in Washington, D.C. Mr. Howard serves also on the boards of directors of Americans for the Arts, Goodwill of Greater Washington (Vice Chair), theatreWashington (The Helen Hayes Awards), and the Americans for the Arts Foundation, and he is a member of the Community Advisory Board of the John F. Kennedy Center for the Performing Arts. Previously, he served as President of the United Arts Organization of Greater Washington (2000-2007), chaired the September 11th Fund Distribution Committee of Greater Washington, and was co-founder of the Greater Washington Business Philanthropy Summit in 1998, chairing the annual event through 2002. Mr. Howard has served also on several other boards, including Greater DC Cares (which he chaired), Leadership Greater Washington (Class of '98), Greater Washington Board of Trade, Choral Arts Society of Washington, and Best Kept Buildings. He was an inaugural recipient of the *Washington Business Journal's* "Outstanding Director Award."

Before moving to the nonprofit sector in 1996, Mr. Howard was a partner in the Washington, D.C. office of Sutherland, Asbill & Brennan, providing business and regulatory counsel to Fortune 100 corporations and trade associations. Specializing in energy and antitrust matters, his 20 years of private law practice involved negotiation of complex transactions, strategic planning and implementation, coalition-building and management, and advocacy before federal and state courts, agencies, and legislative bodies. He also served as the firm's Administrative Partner for legal personnel, deputy leader of its Government Regulation Group, and Hiring Partner.

Mr. Howard received his B.A. degree *cum laude* from Harvard University and his J.D. degree from the University of Chicago Law School, where he was an editor of the law review. After serving as law clerk to Chief U.S. District Judge Newell Edenfield in Atlanta, he joined the Sutherland firm in 1976 and became a partner in 1981.

A veteran concert performer, Mr. Howard is a longtime member (and past President) of the 180-voice Choral Arts Society of Washington, as well as Washington Performing Arts' *Men and Women of the Gospel Choir*. He sings regularly with the National Symphony Orchestra and has performed more than 400 concerts at the Kennedy Center, on 12 CDs (including a Grammy® Award winner), and on many network television and radio broadcasts.



The Goodwill Excel Center Adult Public Charter School Board Member Performance Expectations Agreement

As a member of the Board of Directors of the Goodwill Excel Center Adult Public Charter School ("Excel Center"), I accept the following duties and responsibilities:

1. To oversee the programmatic and fiscal well-being of the organization, including but not limited to:
 - a. Reviewing and adopting policies and programs that further the mission of the Excel Center;
 - b. Reviewing and approving the annual budget;
 - c. Working with staff to produce the revenue required to meet budgeted goals; and
 - d. Committing to act in accordance with the bylaws and policies of the Excel Center School.
2. To commit to the organization's best interests; to recuse myself in the event of a conflict of interest; and, when representing the Excel Center, to advocate only for those matters that the organization has approved.
3. To monitor student achievement and outcomes.
4. To enhance the Excel Center's public standing by serving as its ambassador, representative, and advocate.
5. To evaluate the President and Chief Executive Office on an ongoing basis.
6. To oversee the Excel Center's strategic direction and participate actively in the development of its strategic plan.
7. To propose potential Board candidates who would further the Excel Center's work.
8. To attend at least two-thirds of the meetings of the Board (normally four two-hour meetings annually); of committees on which I serve (periodically for two hours); and special meetings or events.
9. To treat with respect and courtesy all Excel Center constituencies, including students, faculty and staff.



10. To recognize that the Excel Center exists to serve its students and that the faculty and staff are partners with the Board of Directors in carrying out the Excel Center's mission.
11. To make an annual personal financial contribution to the organization.
12. To notify the Board Chair in writing if I am unable to fulfill the above obligations.
13. To be willing to submit to a criminal background check required by the D.C. Public Charter School Board.



Board Member Signature

February 27, 2015

Date

Board Chair Signature

Date

GLEN S. HOWARD
STATEMENT OF INTEREST AND QUALIFICATIONS

As a long-time member of Goodwill of Greater Washington's Board of Directors, I am excited by the opportunity that the Goodwill Excel Center Adult Public Charter School would provide to significantly expand the impact of our mission "to transform lives and communities through the power of education and employment."

I am honored to have been asked to chair the Excel Center's Board, working to serve the tragically high number of District residents who lack a high school diploma and, as a result, the literacy and numeracy skills essential to getting well paying jobs and becoming economically self-sufficient. As a 30-year resident of the District, I am personally committed to help my community's least-served to overcome the obstacles to their achieving the dignity that comes with meaningful work and economic independence.

In addition to my public interest work at The Pew Charitable Trusts and the Fannie Mae Foundation, I have chaired and served on the boards of many local and national nonprofits (listed in my resume). While at the Foundation, I worked on a variety of D.C.-focused initiatives, including those focused on adult literacy, education reform, and homelessness.

I believe that my long and varied professional experience, nonprofit governance expertise, and commitment to the power of quality education all contribute to my qualifications to help lead the Goodwill Excel Center Adult Public Charter School. I look forward to both the challenge and the broad opportunities that this effort presents.

Sincerely,



February 27, 2015

CAROLYN P. STENNETT

Mission-focused, strategic senior executive and attorney with 20+ years of experience directing legal, business, human resources and financial operations for corporate, government, and nonprofit entities.

- **Achieve productivity and efficiency** through oversight of strategy, operations, program initiatives, and business development.
- **Implement organizational systems and develop standards** for the provision of legal services to improve quality, reduce costs and ensure compliance.
- **Turn around underperforming organizations** and bring about operational excellence and performance improvement.
- **Apply passionate, energetic leadership** in developing and supervising engaged, productive, empowered, and motivated teams.

Demonstrate broad strengths in:

Legal Management & Compliance
Strategic Planning & Execution
Staffing & Human Resources
Board & Client Relations
Finance & Grant Administration
Revenue Growth & Cost Savings
Financial Analysis & Budgeting

PROFESSIONAL EXPERIENCE

NATIONAL HEAD START ASSOCIATION (NHSA), Alexandria, VA

2009 – Present

Private, nonprofit organization which is the voice for more than 1 million children, 200,000 staff and 1,600 Head Start grantees in the United States with a combined annual budget of \$8B.

Deputy Director & General Counsel – Recruited by executive director to play key role in transforming the organization into a high-functioning, effective nonprofit.

- **Legal Administration:** Responsible for all legal matters, including the areas of employment law, contracts, general business transactions, ethics and compliance, government relations, litigation management and board governance. Responsible for implementation and oversight of corporate compliance and risk management programs.
- **Human Resources:** Oversee talent acquisition, staffing and retention, leadership development, organizational design and cultural development, employee education and development, compensation and benefits, and employee relations. Established employee education assistance program and developed new performance management program.
- **Fiscal Operations:** Oversee the financial management of the organization including developing long and short range financial plans, monitoring the budget and ensuring sound financial controls are in place.
- **Corporate Secretary:** Advise directors and officers on regulatory and legal compliance. Oversee activities of the board of directors, including development of agenda, calendar and minutes. Maintain key corporate documents and records.

DISTRICT OF COLUMBIA GOVERNMENT, DEPARTMENT OF YOUTH REHABILITATION SERVICES (DYRS), Washington, D.C.

2005 – 2009

District of Columbia juvenile justice agency responsible for the care and supervision of court-involved youth.

Chief Operating Officer – Member of executive team with responsibility for budget and agency operations including human resources, contracts and procurement, risk management and information technology.

- **Operational Leadership:** Responsible for budget oversight and 600 staff across five locations in the Washington Metropolitan Region. Lead the development, administration, and implementation of HR policies, programs, services and employee and labor relations. Redesign internal procurement and financial processes for greater efficiency, accurate tracking and analysis of budget. Initiated development of procurement and inventory management systems.
- **Project Management:** Oversaw design and construction of 83,000 sq. ft., \$45M residential youth facility; completing project on time and within budget.
- **Youth services:** Supported design and implementation of a continuum of community-based placements that allowed youth to receive treatment and supervised services in a structured, homelike environment. Between 2005 and 2009, DYRS reduced the population of committed youth in locked custody by half, closed the large dilapidated 200-bed facility, and replaced it with a new, state of the art facility.

PROFESSIONAL EXPERIENCE CONTINUED**UNITED TECHNOLOGIES CORPORATION (UTC), Hartford, CT****1994 – 2004**

Fortune 50, global manufacturer of high-technology products for the aerospace and building systems industries, and the home of Carrier Corporation, Otis Elevator, and Pratt and Whitney.

- **Assistant General Counsel, Carrier Global Strategy and Business Development (2002 – 2004)** – Responsible for legal matters for global mergers and acquisition and joint venture activities.
- **Interim Director of Legal Affairs, Europe, Middle East, and Africa Operations (2002 – 2004)** – Assumed additional role of managing EMEA legal department responsible for legal matters for 12 manufacturing plants and sales offices in 9 countries.

Negotiated joint venture, technology transfer, shareholders, and stock repurchase agreements with partners in Israel, Egypt, and South Africa. Negotiated license and supply management agreement with Egyptian joint venture for entry in Middle East market. Negotiated restructuring of Israeli joint venture, maintaining relationship with local partner while securing responsibility of sales and marketing of key products.
- **Assistant General Counsel, Carrier North American Operations (2000 – 2002)** – Managed NAO legal department responsible for corporate and commercial transactions, distribution, dealer relations and antitrust matters. Managed customs compliance department responsible for oversight of US customs and international trade issues. Represented corporation in US customs administrative proceedings, classification and determination rulings. Negotiated asset and stock purchase deals for the merger and acquisition of companies in North America. Supported integration strategy for corporate acquisitions, resulting in successful integration of 40+ service companies.
- **Senior Attorney, Carrier Commercial Systems and Services Division (1995 – 1999)** – Provided legal support to sales, service and distribution offices. Responsible for employment law matters and training. Managed contracts department responsible for contract administration for 250 domestic sales, service and distribution offices.
- **Attorney (1994- 1995)**- Provided legal support to the Environmental, Health and Safety department primarily in the area of federal and state environmental regulatory compliance.

EDUCATION

HARVARD UNIVERSITY, KENNEDY SCHOOL OF GOVERNMENT, Cambridge, MA
Master in Public Administration (MPA)

BOSTON COLLEGE LAW SCHOOL, Newton, MA
Juris Doctor (JD)

HOWARD UNIVERSITY, Washington, D.C.
Bachelor of Science (BS), Chemistry

AFFILIATIONS & COMMUNITY LEADERSHIP

United States Supreme Court Bar ~ District of Columbia Bar ~ American Bar Foundation Fellow
Washington Metropolitan Area Corporate Counsel Association

Women's Bar Association Foundation, Treasurer ~ Goodwill Greater Washington, Board Development Chair
Columbia Lighthouse for the Blind ~ The Annie E. Casey Foundation, Campaign for Grade-Level Reading

Nickelodeon Kids and Family Group, Advisory Council ~ Leadership Greater Washington
Washington Board of Trade Executive Networks ~ British-American Project Leadership Fellow

"40 Under 40" Central New York Business Journal ~ Academy of Women Achievers, New York City YWCA

The Goodwill Excel Center Adult Public Charter School Board Member Performance Expectations Agreement

As a member of the Board of Directors of the Goodwill Excel Center Adult Public Charter School ("Excel Center"), I accept the following duties and responsibilities:

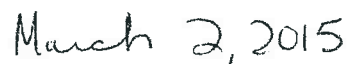
1. To oversee the programmatic and fiscal well-being of the organization, including but not limited to:
 - a. Reviewing and adopting policies and programs that further the mission of the Excel Center;
 - b. Reviewing and approving the annual budget;
 - c. Working with staff to produce the revenue required to meet budgeted goals; and
 - d. Committing to act in accordance with the bylaws and policies of the Excel Center School.
2. To commit to the organization's best interests; to recuse myself in the event of a conflict of interest; and, when representing the Excel Center, to advocate only for those matters that the organization has approved.
3. To monitor student achievement and outcomes.
4. To enhance the Excel Center's public standing by serving as its ambassador, representative, and advocate.
5. To evaluate the President and Chief Executive Office on an ongoing basis.
6. To oversee the Excel Center's strategic direction and participate actively in the development of its strategic plan.
7. To propose potential Board candidates who would further the Excel Center's work.
8. To attend at least two-thirds of the meetings of the Board (normally four two-hour meetings annually); of committees on which I serve (periodically for two hours); and special meetings or events.
9. To treat with respect and courtesy all Excel Center constituencies, including students, faculty and staff.



10. To recognize that the Excel Center exists to serve its students and that the faculty and staff are partners with the Board of Directors in carrying out the Excel Center's mission.
11. To make an annual personal financial contribution to the organization.
12. To notify the Board Chair in writing if I am unable to fulfill the above obligations.
13. To be willing to submit to a criminal background check required by the D.C. Public Charter School Board.



Board Member Signature



Date



Board Chair Signature

March 4, 2015

Date



March 2, 2015

Carolyn Stennett Statement of Interest and Qualifications

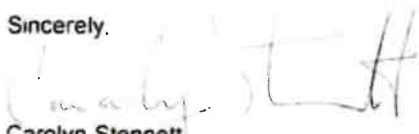
I am submitting this Statement of Interest and Qualifications to serve as a founding board member of the Board of Directors of the Goodwill Excel Center Adult Public Charter School ("Excel Center"). I am excited to serve as a board member because it is an opportunity for me to bring my passion for education equity and the wealth of my diverse experiences in the private, government and nonprofit sectors to improve the life outcomes of the most vulnerable citizens of the District of Columbia.

I have over twenty years of experience managing values-driven organizations and a proven track record of building high performing teams and extensive experience with a broad range of business functions and systems, including strategic planning, budgeting, project management, information systems and human resources.

Education is a fundamental human right for everyone. And yet, there is a great disparity in our schools and education systems. A lack of equal access to high quality education widens the opportunity and achievement gap and put entire communities and populations of citizens at a disadvantage. This is troubling because behind the inequities lay a variety of social consequences that are set in motion when vulnerable students slip through the cracks of our education system; consequences which are dramatic and have lifelong impact on their education attainment, family relationships, employment prospects and the vitality of their communities.

As a board member, I will leverage my extensive experience and passion to further the mission of the Excel Center and strengthen its effectiveness to build sustainable communities and ensure vulnerable adults have access to high quality education opportunities in the District of Columbia.

Sincerely,



Carolyn Stennett



KIM R. FORD

WORK EXPERIENCE

UNIVERSITY OF THE DISTRICT OF COLUMBIA

07/2011 – Present

Workforce Development and Lifelong Learning Division, Dean

08/2012 – Present

The Division of Workforce Development and Lifelong Learning's (WDLL) mission is to reduce unemployment and underemployment in the District of Columbia by enhancing the skills of its residents.

- Provides leadership and direction for all programs related to and associated with workforce development, career and technical education and continuing education.
- Promotes an environment of student success and launched a student success initiative across the Division that builds community, promotes feedback loops and facilitates student transitions. Results include:
 - Increased individual and course completion rates by 15% in just over one year (from 58% to 73%)
 - Produced largest graduating class in the history of the Division with 1,204 graduates (from 553)
 - Won national award for implementing the student success initiative
 - Invited to present at two national conferences on best practices for student completion
- Secures federal, local and private funding to support division. Over \$16M raised in two years, examples include: \$2 million U.S. Department of Commerce Economic Development Administration for expansion of the Ward 5 Bertie Backus campus, a \$2.5 million dollar District of Columbia Government permanent budget enhancement for Division and over \$10 million dollars from the U.S. Department of Labor.
- Builds career pathways in high-demand, high-wage industries that are hiring in the Washington, DC region. These pathways include healthcare, transportation, construction, hospitality and information technology & office administration. Career Pathways are developed using labor market analysis, industry standards and educational frameworks. Responsible for creating stackable credentials including curriculum development, instructional design and articulating non-credit coursework with degree programs.
- Manages over 150 staff and faculty. Successfully re-structured division, which increased productivity and improved morale. Strong support for professional development and actively encourages lifelong learning.
- Develops and maintains partnerships with local, national and private entities including: District of Columbia Public Schools, Office of the State Superintendent of Education, Department of Employment Services, Walmart, Marriott International, Goodwill Industries International and CSX Corporation.
- Established new grants management system that created greater transparency and accountability.

Office of College Readiness, Director

07/2011 – 08/2012

The Office of College Readiness helps students prepare academically and socially for college through early testing, conducting interventions and offering a dual enrollment program where students take actual college courses at the Community College.

- Developed and implemented the C.A.R.E. Program (College Access and Readiness for Everyone), which serves over 1,000 students in 20 DC public and public charter high schools. Secured funding from private corporations to support the C.A.R.E. program.

HOWARD UNIVERSITY
Office of Strategic Planning and External Affairs, Analyst

02/2011 – 07/2011

The Office of Strategic Planning and External Affairs is the unit within the Office of the President responsible for community affairs and government relations at the federal, state and local levels.

- Managed relationships with local, state and federal branches of government to advance the University's strategic interests. Built public and private partnerships to secure funding for research, academic programs, student aid and general University operating initiatives.
- Worked with the Howard University Community Association to help strengthen the University's relationship with its neighbors. Engaged residents, local elected officials, civic associations, churches and businesses to acquire insights that may be useful to inform decision making.

THE WHITE HOUSE
Recovery Implementation Office, Analyst

05/2009 – 10/2010

The Recovery Implementation Office was responsible for implementing the \$787 Billion dollar American Recovery and Reinvestment Act of 2009, which was an unprecedented effort to jumpstart the US economy and save and create millions of jobs.

- Directed working relationships between the Office of the Vice President and eight federal agencies on over \$350 billion dollars of Recovery Act programs. Activities include strategic level planning, tracking and monitoring the disbursement of funds and reporting on the lasting impact of these programs in communities throughout the country.
- Worked closely with operational units of the Executive Office of the President and the Office of Management and Budget (OMB) in the production of Recovery Act status reports for POTUS, VPOTUS, and public dissemination alike. Analytical output used in speeches, press briefings and Recovery Act legacy messaging.
- Liaised to state and local elected officials regarding Recovery Act funding disbursement, performance measurement and other aspects of implementation.
- Coordinated the Saint Elizabeth neighborhood revitalization initiative with ten federal agencies and the District of Columbia. The 170 acre redevelopment will result in the creation of five new neighborhoods and attract close to \$4 billion dollars in investment.

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Policy and Innovation, Analyst

12/2008 -05/2009

The Office of Energy Policy and Innovation implements, promotes and manages the Commission's activities with regard to renewable energy issues, energy efficiency, distributed generation, demand response, greenhouse gas emissions policies, and advanced technologies.

- Led project on plug-in hybrid electric vehicles (PHEVs) and their relationship to the electricity grid. Determined level of PHEV impact over the next 5-10 years.
- Contributed research and analysis to policy statements regarding advanced technologies. Prepared briefing book materials for Integrating Renewable Resources technical conference. Monitored cases in front of the Commission concerning EIS core subject areas.

NISSAN NORTH AMERICA
Advanced Planning and Strategy Department, Specialist

11/2004 – 05/2007

The Advanced Planning & Strategy department creates an optimum product line-up strategy for the Nissan and Infiniti brands and manages the design and implementation of research to gain understanding of consumers and U.S. trends.

- Led advanced planning efforts including the design and execution of research projects vital to the product development process. Managed several advanced technology studies investigating consumer attitudes toward gas electric hybrid, hydrogen and fuel cell engines. Ran ride and drive clinics throughout the United States that directly influenced product decisions.
- Worked on new business unit launching in upcoming years. Conducted in depth analysis of market share opportunities, interviewed potential customer base and outlined the competitive landscape.
- Created benchmark for vehicle segmentation process, which is now the company standard. Presented official segmentation and forecast documents to international counterparts each year. Selected as one of twenty persons globally to participate in Nissan's specialized product planning training in Japan.

EDUCATION

- UNIVERSITY OF PENNSYLVANIA – M.A., Public Administration (December 2008)
- VANDERBILT UNIVERSITY - B.S., International Business (May 2003)

COMMUNITY AND CIVIC ACTIVITIES


DC VOTE, Board Member DC VOTE, Washington, DC	2014 – Present
RAISE DC LEADERSHIP COUNCIL, Member <i>COLLEGE AND CAREER COMPLETION NETWORK, Chair</i> Washington DC's P-20 Initiative, Washington, DC	2013 – Present 2012 – 2013
ACADEMY OF HOPE, Board Member The Academy of Hope Adult Public Charter School, Washington, DC	2012 – Present
UNIVERSITY OF PENNSYLVANIA, Co-Chair Fels 75 th Anniversary Alumni Leadership Council, Philadelphia, PA	2011 – Present
MEMORIAL for JESSE THOMPkins III, Chair of Fundraising The Sidwell Friends School, Washington, DC	May 2009
MEMORIAL for DIETRA L. FORD, Chair of Fundraising Sibley Memorial Hospital, Washington, DC	June 2005

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 - d. Committing to act in accordance with the bylaws and policies of the Excel Center School.
2. To commit to the organization's best interests; to recuse myself in the event of a conflict of interest; and, when representing the Excel Center, to advocate only for those matters that the organization has approved.
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7. To propose potential Board candidates who would further the Excel Center's work.
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9. To treat with respect and courtesy all Excel Center constituencies, including students, faculty and staff.

10. To recognize that the Excel Center exists to serve its students and that the faculty and staff are partners with the Board of Directors in carrying out the Excel Center's mission.
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12. To notify the Board Chair in writing if I am unable to fulfill the above obligations.
13. To be willing to submit to a criminal background check required by the D.C. Public Charter School Board.



Board Member Signature

3/3/2015

Date



Board Chair Signature

March 4, 2015

Date



March 3, 2015

To Whom It May Concern:

Please accept this letter as my Statement of Interest and Qualifications to serve as a founding board member for the Goodwill Excel Center Adult Public Charter School. I am excited about the opportunity to work with the Excel Center to make sure that adult residents of the District of Columbia receive a quality education and an opportunity to participate in the region's economic boom.


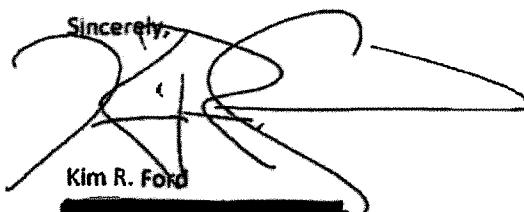
I currently serve as the Dean of Workforce Development and Lifelong Learning at the University of the District of Columbia Community College (UDC-CC). I provide leadership and direction for all programs related to and associated with workforce development, career and technical education and continuing education. Prior to this role, I served as the Director of College Readiness and Community Outreach where I helped establish the CARE Program (College Access and Readiness for Everyone), which serves over 1,000 students in DC public and public charter high schools. The program helps students get college ready through early testing, conducting interventions for students who do not test college ready, and offering a dual enrollment program where students take college courses at the Community College.

As a part of my roles at the UDC Community College, I have also worked closely with Goodwill of Greater Washington in educating and preparing DC residents for careers in the hospitality industry. We partnered on several initiatives including the Marriott Marquis Jobs Training Program that resulted in skills training and employment for hundreds of District residents. The Marriott Marquis Program highlighted the need to improve access to quality programs for adult DC residents so they can achieve a high school credential and increase their skills so they can be competitive in this market.

I believe that my professional experience will be beneficial in ensuring programmatic and financial success for the Goodwill Excel Center. I am a native Washingtonian who cares deeply about my community, so I am absolutely committed to any venture that will provide opportunities for all DC residents. I believe that the Goodwill Excel Center will be an important educational entity for adults in the District of Columbia and I am committed to its success.

Sincerely,

Kim R. Ford



ELIZABETH A. KARMIN

HOME ADDRESS:

[REDACTED]

WORK ADDRESS:

1401 Eye Street, N.W.
Suite 600
Washington, D.C. 20005
(202) 971-4065
bkarmin@mmmlaw.com

CURRENT EMPLOYMENT

Morris, Manning & Martin, LLP, Washington, D.C.
(April 29, 2014 to present)
Partner

My practice at Morris, Manning & Martin, LLP, as well as the other law firms described below, focuses on a broad range of commercial real estate transactions, including leasing, financing, development, restructuring, acquisitions and sales. I represent developers in acquisitions, development and dispositions, landlords and tenants in urban and suburban office building and shopping center leasing, as well as lenders and borrowers in complex construction and permanent financing.

PREVIOUS EMPLOYMENT

DLA Piper LLP (US), Washington, D.C.
(September, 2005 to April 28, 2014)
Partner

AKIN GUMP STRAUSS HAUER & FELD LLP, Washington, D.C.
(February, 2003 – August, 2005)
Senior Counsel

20/20 LASER CENTERS, INC. and TLC LASER EYE CENTERS, INC., Bethesda, MD
(March 1995 - March, 2001)
General Counsel, 20/20 Laser Centers, Inc. (March 1995-January 1997)
Deputy General Counsel, TLC Laser Eye Centers Inc. (January 1997- March 2001)

20/20 Laser Centers, Inc. ("20/20") was a privately owned health care company that established centers providing the laser vision correction procedure. As General Counsel, I was a member of the company's executive management team from the company's start-up phase through the commencement of operations and the development of nine laser eye centers. My responsibilities involved all legal aspects of the company's operations, including stock offerings, financing, employment, litigation, real estate, and intellectual property matters. In January, 1997, I negotiated the acquisition of 20/20 by TLC Laser Eye Centers Inc., a public company based in Toronto, Canada now known as TLC Vision Corporation (Stock Symbol: TLCV)("TLC"). I became Deputy General Counsel of TLC. I was the senior U.S. lawyer and supervised three other lawyers in the U.S. corporate office. During my tenure as Deputy General Counsel, I assisted with two public stock offerings in the U.S., and TLC grew to over 600 employees and 70 centers across North America. In January, 2000, as TLC was negotiating its merger with another company and the closure of its office in the Washington, D.C. area, I transitioned to a part-time position for about a year to assist in the transition to new legal staff.

BID4ASSETS.COM, Silver Spring, MD
General Counsel (March 2000 – December 2000)

While working part-time for TLC, I also worked as part-time General Counsel for Bid4Assets.com, a start-up internet company established by one of the founders of 20/20. I assisted the company in developing its stock option plan and employment agreements, its lease for office space, and other general corporate matters.

SHAW, PITTMAN, POTTS & TROWBRIDGE, Washington, D.C. (April 1988 – February 1995)
Counsel (January 1994 - February 1995)
Associate (April 1988 – January 1994)

HALE AND DORR, Boston, MA
Associate September 1985 – April 1988

EDUCATION

Cornell Law School, Ithaca, NY, J.D. 1985
Editor, *Cornell International Law Journal*

Wesleyan University, Middletown, CT, B.A. 1982

BAR ADMISSION

District of Columbia and Massachusetts (inactive)

HONORS, PUBLICATIONS AND RELATED EXPERIENCE

Selected as one of Washington, DC's "Legal Elite" by *SmartCEO* magazine – December, 2011

Co-Author of the Washington, D.C. Chapter of the *State-by-State Guide to Commercial Real Estate Leases*, Second, Third and Fourth Editions (and soon to be published Fifth Edition), published by Aspen Publishers

2013 President and Former Member of the Board of Directors, Washington, DC Chapter of Commercial Real Estate Women

Member of the Board of Directors and Chair of the Strategic Planning Committee for Goodwill of Greater Washington, a non-profit corporation devoted to obtaining employment for disadvantaged and disabled citizens

Member of the Board of Directors, Woolly Mammoth Theatre Company, a non-profit professional theatre company

Formerly, Vice Chair of the Board of Directors, TheatreWashington, a non-profit corporation dedicated to supporting and promoting theater in Washington, D.C.

Formerly, President of the Board of Directors, Act Two Performing Arts, Inc., a non-profit youth theatre company

Formerly, Co-Publisher of *Washington Theater Review*, a magazine covering theater in the Washington, D.C. area

REFERENCES

Earl Segal, Esq., Senior Vice President, The Ezra Company (formerly a Partner with Akin, Gump, Strauss, Hauer & Feld, LLP), phone: (202) 266-3251. *Additional references available upon request.*

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Board Member Signature

3/4/2015
Date


Board Chair Signature

March 4, 2015
Date



Elizabeth A. Karmin Qualifications and Statement of Interest

March 4, 2015

To Whom it May Concern:

Please accept this letter as my Statement of Interest and Qualifications to serve as a founding board member for the Goodwill Excel Center Public Charter School. As an attorney for over 25 years, I believe my knowledge and expertise will be helpful to ensure that the school complies with legal standards, as well as institutes best practices for governance and financial prudence.

In addition, I have served on the boards of several non-profit organizations over the past 10 years. I have served as the President of the Board for Act Two Performing Arts, Inc., a nonprofit youth theatre company, as well as Vice Chair of TheatreWashington, a nonprofit umbrella organization for professional theatres in the DC area. I currently serve on the boards of Woolly Mammoth Theatre Company as well as Goodwill of Greater Washington.

I believe that my experience as an attorney in the business community, as well as serving on the boards of various non-profit organizations, will help me to ensure that the Goodwill Excel Center Public Charter School is a responsible and successful organization serving its mission to educate adults in the District of Columbia.

I am strongly committed to lending my experience and knowledge to this very important endeavor.

Sincerely,



April Young
Managing Director, Hercules Technology Growth Capital

April Young joined Hercules in 2011 as Managing Director and is based in the company's McLean, VA offices. Hercules is the leading specialty finance company focused on providing senior secured loans to venture capital-backed companies in technology-related markets, including technology, biotechnology, life science, energy and renewable technology industries, at all stages of development. Young brings more than 15 of venture banking experience to her current role, having previously served as Senior Vice President and Managing Director, US for MMVF, a Toronto-based venture debt fund, responsible for developing and implementing that company's expansion strategy in the United States.

Prior to joining MMV, Young was with Comerica Bank for 10 years as Senior Vice President and Managing Director of the Mid-Atlantic Technology and Life Sciences Division. Earlier in her career, she was Executive Director of the Potomac KnowledgeWay Project, and Senior Fellow for Regional Economic Development at George Mason University's Institute for Public Policy. Prior to that, Young was Director of the Virginia Department of Economic Development and also served as Executive Director of the Fairfax County Economic Development Authority during the period when Northern Virginia emerged as a global technology center.

Young holds a Ph.D. in Public Policy and Administration from Saint Louis University and a B.A. and a Masters in Urban and Regional Planning from The George Washington University. She has served as director of many professional organizations including the International Economic Development Council, Mid-Atlantic Venture Association, Northern Virginia Technology Counsel, the Florida Venture Forum, the Association for Corporate Growth, and Greater Philadelphia's PACT. She is a co-founder of Mindshare, an exclusive, invitation-only program for CEOs that for nearly 20 years has provided mentoring, a sense of community and a spirit of innovation in the region to some of the region's hottest early stage companies. Young is also Chairman Emeritus of the Board of Five Talents International, a Christian micro-finance organization as well as Chair of the Audit Committee of Goodwill of Greater Washington. Young has received numerous honors for her involvement in the tech community, including Lifetime Achievement Awards from the Northern Virginia Technology Association and Women in Technology. She has been named to the *Washingtonian's* list of 100 most powerful women as well as one of the magazine's Tech Titans.

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4. To enhance the Excel Center's public standing by serving as its ambassador, representative, and advocate.
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6. To oversee the Excel Center's strategic direction and participate actively in the development of its strategic plan.
7. To propose potential Board candidates who would further the Excel Center's work.
8. To attend at least two-thirds of the meetings of the Board (normally four two-hour meetings annually); of committees on which I serve (periodically for two hours); and special meetings or events.
9. To treat with respect and courtesy all Excel Center constituencies, including students, faculty and staff.



EXCEL
CENTER

10. To recognize that the Excel Center exists to serve its students and that the faculty and staff are partners with the Board of Directors in carrying out the Excel Center's mission.
11. To make an annual personal financial contribution to the organization.
12. To notify the Board Chair in writing if I am unable to fulfill the above obligations.
13. To be willing to submit to a criminal background check required by the D.C. Public Charter School Board.



Board Member Signature



Date



Board Chair Signature

March 4, 2015

Date



EXCEL
CENTER

March 2, 2015

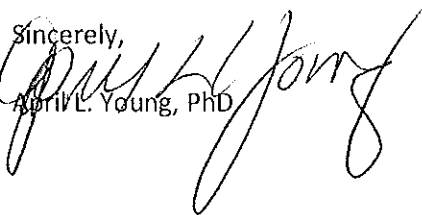
To Whom It May Concern:

Please accept this letter as my Statement of Interest and Qualifications to serve as a founding board member of the Goodwill Excel Public Charter School. I am very excited to be part of this effort and believe I can bring insight into the challenges facing our potential students in joining a 21st century workforce. I have spent much of my career working to create job opportunities for people that have somehow been passed by in the urban economy. While I am not a formal educator, I believe I can assist the Goodwill Excel Public Charter School in developing appropriate educational programs for its students that will lead to employment and career success.

For the past 35 years, I have managed public agencies, non-profit advocacy organizations and charitable institutions with the mission of creating jobs and nurturing that will allow individuals of all ages and educational achievement to fill these jobs. This experience in managing socially motivated organizations with multiple constituencies provides me with insight into the management and organizational development issues the Charter School will likely face. I have served on the Board of Goodwill of Greater Washington for the past nine years and believe the organization is well suited to provide curriculum and support services that will enable District of Columbia residents to thrive in the current economy.

I am also a financial executive and in addition to my current employment, have served as treasurer or audit chair of several non-profit organizations. I believe my financial management skills may also be of use to the initial Charter School Board of Directors. I am committed to bringing my skills, experience and knowledge to this very important undertaking.

Sincerely,

A handwritten signature in black ink, appearing to read 'April L. Young', written over the printed name.

April L. Young, PhD

Catherine A. Meloy

PROFESSIONAL EXPERIENCE

Goodwill of Greater Washington

President and CEO

Washington, DC

(Sept. 2003 – Present)

- Directly responsible for the overall mission and financial success of GGW
- Develops and implements the Strategic Plan as approved by the Board of Directors
- Directs, plans and implements policies and objectives of GGW in accordance with the Board of Directors
- Analyzes operations to evaluate performance of company and staff and to determine areas of cost reduction and program improvement
- Confers with board members, division heads and staff members to establish policies and formulate plans
- Directs activities of business involved with buying and selling investment products and financial services
- Complies with and implements governance standards through Code of Ethics business practices throughout the organization
- Establishes and maintains a professional, trained and motivated staff through effective implementation of performance and career-development programs.
- Supervises the executive level staff including the CFO, COO, Chief Marketing Officer, VP of Retail & Donated Goods, VP of Workforce Development, VP of Development, and the Executive Assistant

Clear Channel Communications

Senior Vice President/General Manager WBIG/WASH-FM

Rockville, MD

(Feb. 1997 – Sept. 2003)

- Responsible for day to day overall operations of two radio stations
- Responsible for sales and sales management of 23 regional Clear Channel stations

WGMS/WTEM/WBIG

General Manager

Rockville, MD

(Feb. 1990 - Feb. 1997)

- Responsible for day to day overall operations of two radio stations
- Instrumental in the launch of Sports Talk 980-WTEEm and Oldies 100-WBIG

EDUCATION

Fontbonne College

St. Louis, MO

PROFESSIONAL EDUCATION AND MEMBERSHIPS

- Board of Directors, Greater Washington Board of Trade (1993-Present)
- Board of Directors, Trinity College (1997-2003)
- Board of Directors, Strathmore Hall (1997-2007)
- Board of Directors, YMCA (1998-2004)
- Board of Directors, Federal City Council (1998-Present)
- Member, Economic Club of Washington, DC (2001-Present)
- Board of Directors, Washington Hospital Center (2003-2007)
- Board of Directors, Northern Virginia Workforce Investment Board (2006-Present)
- Board of Directors, MedStar Health (2007-Present)
- Member, Non-Profit Roundtable (2007-Present)
- Board of Directors, NOVA Workforce Investment Board (2007-Present)
- Board of Directors, DC Chamber of Commerce (2010-Present)
- Board of Directors, DC Workforce Investment Council Board (2010-Present)
- Board of Directors, SourceAmerica (2013-Present)

AWARDS

- Greater Washington Board of Trade Leaders of the Year 2000
- Washingtonian Magazine's Washingtonian of the Year 2000
- AMA Life Time Achievement Award 2008
- SmartCEO's Brava Women Business Achievement Award 2011
- Pivotal Players/Comcast 2012
- Washington Business Journal's Power 100 Award 2014

The Goodwill Excel Center Adult Public Charter School Board Member Performance Expectations Agreement

As a member of the Board of Directors of the Goodwill Excel Center Adult Public Charter School ("Excel Center"), I accept the following duties and responsibilities:

1. To oversee the programmatic and fiscal well-being of the organization, including but not limited to:
 - a. Reviewing and adopting policies and programs that further the mission of the Excel Center;
 - b. Reviewing and approving the annual budget;
 - c. Working with staff to produce the revenue required to meet budgeted goals; and
 - d. Committing to act in accordance with the bylaws and policies of the Excel Center School.
2. To commit to the organization's best interests; to recuse myself in the event of a conflict of interest; and, when representing the Excel Center, to advocate only for those matters that the organization has approved.
3. To monitor student achievement and outcomes.
4. To enhance the Excel Center's public standing by serving as its ambassador, representative, and advocate.
5. To evaluate the President and Chief Executive Office on an ongoing basis.
6. To oversee the Excel Center's strategic direction and participate actively in the development of its strategic plan.
7. To propose potential Board candidates who would further the Excel Center's work.
8. To attend at least two-thirds of the meetings of the Board (normally four two-hour meetings annually); of committees on which I serve (periodically for two hours); and special meetings or events.
9. To treat with respect and courtesy all Excel Center constituencies, including students, faculty and staff.



10. To recognize that the Excel Center's programs exist to serve its students and that the faculty and staff are partners with the Board of Directors in carrying out the mission of the Goodwill Excel Center Adult Public Charter School.
11. To make an annual financial contribution to the organization.
12. To notify the Board Chair in writing if s/he is unable to fulfill the above obligations.
13. To be willing to submit to a criminal background check required by the DC Public Charter School Board.

Chlorine A. Nelson

Board Member Signature

3.3.15

Date

Henry Howard

Board Chair Signature

March 4, 2015

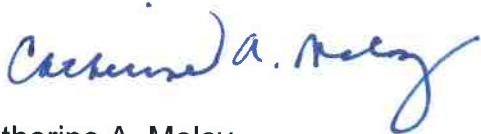
Date

Catherine A. Meloy
Statement of Interest and Qualifications

As a Founding Group member of The Goodwill Excel Center Public Charter School, I have and will continue to contribute my experience and skills in business; in leading a multi-million dollar nonprofit organization over the past ten years; and my knowledge of the educational landscape of DC. Since 2003, I have served as the President & CEO of Goodwill of Greater Washington leading the execution of its mission to transform lives and communities through the power of education and employment. Through Goodwill's training and education of thousands of District residents over this time frame, I have gained an intimate knowledge and understanding of the needs of low-income and low-skilled residents who struggle to both find and maintain employment. A common theme that has emerged consistently each year is the staggering number of adult residents that come to us ill equipped to compete in our labor market as a result of inadequate numeracy and literacy skills and a high school credential.

Motivated to make a deeper and more signification impact in the lives of adult residents in the District, I engaged Goodwill Education Initiatives located in Indianapolis, Indiana that founded and operates the Excel Center schools. My visit to Indianapolis and in depth conversations with staff and students convinced me that the Excel Center school model would be invaluable in addressing the skills gap of adult residents in the District of Columbia. I believe in the Excel Center school model and the potential it has to transform the lives of those adults most in need in DC. I am fully committed to the success of this school and am confident that we will make a significant difference in the lives of those it will serve.

Respectfully,



Catherine A. Meloy

18 Chesapeake Landings
Annapolis, MD 21403

March 1, 2015

MICHELLE D. GILLIARD, Ph.D.

PROFESSIONAL EXPERIENCE

Venture Philanthropy Partners (VPP), Washington, DC

2013 - present

Partner

VPP is a philanthropic organization committed to improving the life outcomes and opportunities of vulnerable children and youth in the National Capital Region. VPP helps nonprofit organizations scale, expand and deepen their impact on low-income children and youth through (a) large-scale multi-year investments that are implemented using venture capital investment principles, or (b) the creation of cross-sector networks that leverage the resources of the social sector, the private sector and government.

Responsibilities – Provide leadership for the Investment Practice Group (IPG) through which VPP's investments are executed, monitored and evaluated. Serve as lead partner on both traditional capacity investments and VPP's Social Innovation Fund initiative, youthCONNECT. Serve on the executive team; and supervise the IPG team.

Walmart Foundation, Washington, D.C./Bentonville, AR

2008 to 2013

Senior Director, Education and Workforce Development

The Walmart Foundation is one of the world's largest corporate foundations and made charitable contributions of \$958.9 million during the fiscal year ending January 31, 2012 in cash and in-kind donations globally; \$872.7 million was donated in the US.

Responsibilities – Provide leadership to the Foundation's national and international giving programs. Assist with designing and implementing the Foundation's philanthropic and corporate giving strategies; designed national giving proposal and report documents; represent the Foundation and company through public speaking engagements including Congressional hearings; oversee the national and international giving budgets (\$50M - \$60M/annually), build and maintain relationships with key constituents to enhance the recognition and impact of the Foundation's activities, internally and externally; member of the Foundation's leadership team; and supervise the national and international giving team of four people located in Bentonville, AR.

- National Giving—Oversee grant-making for education (adolescent literacy, disconnected youth and college success); workforce development and economic empowerment, environmental sustainability, women's economic empowerment, and giving to national organizations representing diverse communities (e.g., African Americans, Latinos, LGBT, Disability, and etc.); Teachers Reward Program and two company scholarship programs.
- International Giving/Walmart's Global Women's Economic Empower Initiative—Oversee grant-making for the Women's Factory Training Program in Bangladesh and India, Latin American and China.

Foundation for Independent Higher Education, Washington, D.C.

2006 to 2008

Vice President for Programs

Responsibilities –Provide leadership to the organization's signature program, *First Opportunity Partners*, an initiative to increase the access and success of underrepresented groups in private higher education. Select additional responsibilities include: manage the National Venture Fund grant program, provide technical assistance to FIHE's 34 state partners and their 650 member institutions; fundraising; scholarship administration, and new program development.

MG Associates, Washington, D.C.

2004 to 2006

Executive Advisor (higher education consultant) - Select examples of work: Organizational Development—designed university-wide program review processes; Research & Evaluation – designed a national research study to assess the needs of key campus leaders seeking to expand study abroad programs at levels consistent with goals of the Lincoln Commission; and Enhancing Student Learning—served as a national Building Engagement and Attainment Among Minority Students (BEAMS) Consultant. Conducted site visits and provided technical assistance and counsel to minority serving institutions to promote student learning.

Sample list of consulting institutions and organizations: California State University-Northridge, College of Notre Dame (MD), Fayetteville State University (NC), Holy Family University (PA), Oakwood College (AL), Prairie View A&M University (TX), NASFA-Association of International Educators, Performa and The Austen Group.

Council of Independent Colleges, Washington, D.C.

1995 to 2004

Vice President for Planning and Evaluation (CIC) (2002 to 2004)

Consortium for the Advancement of Private Higher Education (CAPHE)

Executive Director, CAPHE (1998 to 2004)

Associate Director, CAPHE (July 1997 to December 1997)

Assistant Director, CAPHE (1995 to 1997)

The Council of Independent Colleges is a national association of 500+ independent colleges and universities working together to support institutional leadership, advance institutional excellence, and enhance private higher education's contributions to society.

CAPHE is a 501(c)(3) grant making and technical assistance unit of the Council of Independent Colleges. CAPHE assists corporations and foundations stimulate meaningful reform in private higher education. CAPHE has administered more than \$18 million in grants to approximately 200 independent colleges and universities nationwide for more than 30 corporations and foundations.

Vice President for Planning and Evaluation (CIC) (2002 to 2004)

Responsibilities – Strategic planning; monitor and analyze CIC's membership profile; design national college benchmarking/research initiatives; coordinate collection and use of educational research for advocacy work; design and oversee production of research reports (electronic and print); negotiate, hire and manage contracts with consultants; supervise staff; member of CIC senior management team.

Executive Director, CAPHE (1998 to 2004)

Responsibilities- Managed \$5.5 million in national education grant programs. Raised over \$1.6 million for programs, evaluations, and operating support. Provide leadership and vision to CAPHE and oversee day-to-day management of operations. Develop and manage national advisory board; monitor work of grantees (colleges and universities); evaluate national grant programs; member of CIC senior management team. Programmatic areas of work: student access, student learning, minority student populations, college-community partnerships/civic engagement, faculty development, and non-profit organizational change and development.

Great Lakes Colleges Association, Ann Arbor, MI

1991 to 1995

Program Associate

University of Michigan, Ann Arbor, MI

1994

Consultant, Center for Research on Learning and Teaching

Kenyon College, Gambier, OH 1989 to 1991
Assistant Director of Admissions and Coordinator of Multicultural Recruitment

University of Dayton, Dayton OH 1988
Assistant Director, Interim, John F. Kennedy Memorial Union

EDUCATION

M.I.S., Executive Masters in International Service, American University, 2006
Washington, DC. Concentration: International Development

Ph.D., Higher Education Administration, University of Michigan, Ann Arbor, MI 1996
Concentration: Organizational and Administrative Behavior

M.A., Sociology, Brown University, Providence, RI 1988

B.A., Sociology, University of Dayton, Dayton, OH 1986

SELECTED PROFESSIONAL & COMMUNITY ACTIVITIES

Board and National Committee Memberships

Leadership Greater Washington, Class of 2014

Grace Episcopal Church (Vestry Member), Silver Spring, MD, 2014 - present

Ways to Work (co-chair), National Advisory Committee, 2011 – 2013

Planning Committee, *Promoting College Success: What We Know and What We Should Do*, Grantmakers for Education Briefing, (Washington, DC), May 19-20, 2010.

Advisor for National Foundations, Washington Association of Regional Grantmakers, 2009 - 2013

Board of Directors, Washington Association of Regional Grantmakers, 2008 - 2009

Advisory Board, Center for Student Opportunity, Bethesda, MD, 2007

College Access Working Group, Double The Numbers/DC College Success Foundation, Washington, DC 2007

Board of Directors (chair, treasurer), Edgeworks Dance Theatre, Washington, DC 2003-2014

Board of Directors, Southwest Renaissance Development Corporation, Washington, DC, 2002-2004

Board of Directors, Benedictine College, Atchison, KS, 2000-2004

US Selection Committee, Davies-Jackson Scholarship (St. John's College, Cambridge, England), 2004-present

Grant Review and Advisory Panel, *Improving Research in Postsecondary Education*. Association for Institutional Research/National Science Foundation/National Center for Education Statistics, 2003 – 2006.

National Advisory Board, *Diverse Democracy Project*. Funded by the Office of Educational Research and Improvement, U.S. Department of Education, Dr. Sylvia Hurtado, Principal Investigator, University of Michigan, School of Education, Ann Arbor, 2000 – 2002

Committee Member, Family/School Steering Group, *Partnership for Family Involvement in Education*, U.S. Department of Education, Washington, DC, 1996, 1997

Presenter/Panelist

Presenter, *Creating Opportunities so People Can Live Better*, ACT National Workforce Development Conference (Chicago, IL) April 20, 2011 (*Invited*).

Panelist, *Poverty Alleviation*, Social Impact Exchange Annual Conference (New York, NY) June 17-18, 2010. (*Invited*)

Panelist, *Philanthropy as Social Value Creation*, Forum on Social Value Creation (Executive EMBA Program), Robert H. Smith School of Business, March 6, 2010.

Plenary Speaker, *2009 Annual Conference: Changing the Face of Education*, National College Access Network (San Francisco, CA), September 2009.

Presenter, *The Impact of Peer Mentoring Program: A National Perspective (keynote address)*, Second Annual Making Connections Workshop, Virginia Foundation for Independent Colleges (Charlottesville, VA) October 2007

Presenter, Spring Diversity Forum, Ohio Foundation for Independent Colleges (Ashland, OH) May 2007

Presenter, *Key Indicators Tool: Applying National Comparative Data to Institutional Decision-Making* National Association of Schools, Colleges, and Universities of the United Methodist Church Presidents' Meeting (Santa Fe, NM), July 2004

Presenter, *Making the Case Through Evaluation*, Foundation for Independent Higher Education, National Meeting (Santa Fe, NM), April 2002

Panelist, *Developing and Enhancing Pre-College Academic Programs*, ConnectEd 2000: Engaging A Nation, Co-sponsors: The College Board and The Education Resources Institute (TERI) (San Diego, CA), January 2000

Presenter, *American Private Higher Education*, U.S. Based Training Program, National Association of International Educators (NASFA) (Washington, DC), May 2000, November 1999

Moderator/Panelist, *Building Partnerships to Build Communities*, Office of University Partnerships Regional Conference, U.S. Office of Housing and Urban Development (Providence, RI), March 1999

Moderator, *Achieving Diversity in Higher Education*, Third Annual Conference, Grantmakers for Education (Chicago, IL), October 1999

Presenter, *Toward Understanding the Dilemmas of Multiculturalism on College Campuses: Emerging Research Issues on Multicultural Practice for Students* (S. Hurtado,) Association for the Study of Higher Education (Nashville, TN), October 1996

Presenter, *What Keeps Faculty from Teaching Multiculturally?; Faculty Becoming Self-Directed*, (J. Elliott). Professional and Organizational Development Network in Higher Education, (Portland, OR), October 1994

Presenter, *Planning for College: Making a College Education a Reality*, (K. Malone, Y. Moses). The Minority Student Today Conference (San Antonio, TX), July 1993

Presenter, *A View from the Top: Identifying and Understanding Institutional Factors that Promote Minority Student Diversity in a Liberal Arts Setting (Preliminary Findings)*. The College Board in the Midwest, (Chicago, IL), February 1993

Editor and Reviewer

Guest Editor, "Independent Institutions and Their Urban Missions" *Metropolitan Universities Journal* (Indiana University-Purdue University Indianapolis, IN), 2002

Manuscript Reviewer, *Review of African American Education*, The Frederick D. Patterson Research Institute of the College Fund/UNCF, Fairfax, VA, 1999

General Editor, *Reconciling Institutional Priorities: A Report on CAPHE's Faculty Roles, Faculty Rewards, and Institutional Priorities Grant Program*, (K. Zahorski and R. Cognard), Council of Independent Colleges (Washington, DC), 1999

Consulting Editor, "Early Intervention Programs: Opening the Doors to Higher Education," ASHE/ERIC Report Series, Vol. 25, No. 6, 1997

Facilitator

Facilitator, *The Policy Landscape: Restoring America's Leadership in Higher Education. Promoting College Success: What We Know and What We Should Do*, Grantmakers for Education Briefing, (Washington, DC), May 19, 2010. (*Invited*)

Lead Facilitator, *LeaderShape, Inc.*, Miami University-Session II (Oxford, OH), August 1998

Team Facilitator, *1997 Institute for Emerging Women Leaders*, National Association for Women in Education (College Park, MD), November 1997

Cluster Facilitator, *LeaderShape, Inc.*, Allerton (Springfield, IL), August 1997

Facilitator, *Using the Web: Sources for Faculty and Faculty Development Opportunities*, (E. Mellick), and *Creating a Faculty Development Plan* (B. Stauffer) Heritage College Faculty Days (Toppenish, WA), January 1997

Facilitator and Resource Coordinator, *Course Design and Teaching Workshop* (Multicultural), Great Lakes Colleges Association (Wooster, OH), June 1993, 1994

Honors/Awards/Fellowships

The Bethune-Dubois Institute Inc., Honoree, May 2013

Corporate Affairs Key Leader Program, Walmart, 2009-2010

Walton Institute, Walmart, July 2009

Fellow, Salzburg Seminar Universities Project, 18th Symposium, Universities and Social Transformation, Also served as one of four rapporteurs for the Symposium (Salzburg, Austria), 2001

Melvane D. Hardee Dissertation of the Year Award, *Finalist*, (National Association for Student Personnel Administrators), 1997

Rackham One Term Dissertation Fellowship, University of Michigan (*winter term*) 1995

Rackham Merit Fellowship, University of Michigan, 1992-1995

University of Michigan Minority Fellowship, 1989

Brown University Graduate Fellowship, 1986

Alpha Kappa Delta, International Sociology Honor Society, University of Dayton, 1985

The Goodwill Excel Center Adult Public Charter School Board Member Performance Expectations Agreement

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 - c. Working with staff to produce the revenue required to meet budgeted goals; and
 - d. Committing to act in accordance with the bylaws and policies of the Excel Center School.
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3. To monitor student achievement and outcomes.
4. To enhance the Excel Center's public standing by serving as its ambassador, representative, and advocate.
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10. To recognize that the Excel Center exists to serve its students and that the faculty and staff are partners with the Board of Directors in carrying out the Excel Center's mission.
11. To make an annual personal financial contribution to the organization.
12. To notify the Board Chair in writing if I am unable to fulfill the above obligations.
13. To be willing to submit to a criminal background check required by the D.C. Public Charter School Board.


Board Member Signature


Date



Board Chair Signature

March 4, 2015

Date



Michelle D. Gilliard, Ph. D
Statement of Interest and Qualifications
Goodwill Excel Center Public Charter School Board

To whom it may concern:

Please accept this letter as my Statement of Interest and Qualifications to serve on the founding board of the Goodwill Excel Center Public Charter School. I am honored by the invitation and delighted to have the opportunity to participate in building and supporting a much-needed high-quality educational institution for residents of the District of Columbia.

For more than 25 years, my work has focused on ensuring vulnerable populations have access to educational and career training experiences that are intentionally designed to meet their needs, ensure their success, and enable them to become productive citizens. For 20 years, my work in postsecondary education was focused on helping institutions of higher education fulfill their mission to students and society. In the positions I held, I have worked with senior education leaders (for example, presidents, provosts, vice presidents and faculty) to help them build academic and student development programs, services, and institutional cultures that manifest the success and achievement of all students, with a particular focus on low-income, first-generation and ethnic and racial minority students. From 2008 - 2013, I designed and implemented the national philanthropic strategy on economic opportunity/workforce development; postsecondary education, and other areas of interest for one of the world's largest corporate foundations. This includes designing the \$3M Walmart Washington@Work initiative which provided high-quality workforce development training and job placement for 2,000 DC residents, preparing them for entry level positions with career advancement opportunities. Goodwill of Greater Washington was one of five workforce development providers that were competitively selected to participate in this cross-sector collaborative. Currently, I am a Partner at Venture Philanthropy Partners where I oversee both our traditional capacity building investments (e.g., Apple Tree Institute/Apple Tree Early Learning Public Charter School) and VPP's Social Innovation Fund initiative, youthCONNECT; which we are also replicating in a high school in Prince George's County, MD. As a member of the executive team, I also participate in designing and implementing VPP's strategic vision.

After receiving our charter, I will work with my fellow board members to ensure the Excel Center Public Charter School becomes a fully-enrolled, high-quality educational institution that provides the education and career training that successfully prepares people to obtain and retain good jobs with career advancement opportunities, as well as to pursue additional postsecondary credentials. I believe my doctorate in higher education administration with a concentration in organizational and administrative behavior, combined with more than 25 years of experience building the organizational capacity of educational, nonprofit and workforce development organizations makes me a strong candidate for this board.

Respectfully,



Michelle D. Gilliard, Ph.D.

G. Additional Required Requirements

THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL

(a non-profit corporation)

ARTICLES OF INCORPORATION

THE UNDERSIGNED, acting as incorporators of a corporation under the District of Columbia Nonprofit Corporation Act of 2010, adopt the following Articles of Incorporation:

FIRST: The name of the corporation (which is hereinafter called the "Corporation") is:

“The Goodwill Excel Center, Public Charter School”

SECOND: The duration of the Corporation is perpetual; however, the Corporation shall dissolve if the Corporation’s charter to operate a public charter school has been revoked, has not been renewed, or has been voluntarily relinquished.

THIRD: The Corporation is formed to further and promote exclusively charitable purposes. As required by the District of Columbia’s School Reform Act of 1995, the sole purpose of the Corporation is the operation of a public charter school. The Corporation is not organized for the private gain of any person. In furtherance of its exclusively charitable purposes, the Corporation shall have all the general powers enumerated in Section 29-403.02 of the District of Columbia’s Nonprofit Corporation Act of 2010 and Section 38-1802.04 (b) of the District of Columbia’s School Reform Act of 1995, both as now in effect or as either may hereafter be amended, together with the power to solicit grants and contributions for such purposes. However, as used in this section, "charitable purposes" shall be limited to and shall include any purpose within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder (the “Code”).

FOURTH: The present address of the principal office of the Corporation is: 2200 South Dakota Ave, NE, Washington D.C., 20018.

FIFTH: The Corporation shall have no members.

SIXTH: The name and address of the current registered agent of the Corporation in the District of Columbia is: National Registered Agents, Inc., 1015 15th Street, NW, Suite 1000, Washington, D.C., 20005.

SEVENTH: The Corporation is not authorized to issue capital stock.

EIGHTH: The governance and direction of the Corporation shall be vested in a Board of Directors, which shall bear responsibility for and shall oversee all the activities of the Corporation. The number of Directors of the Corporation shall be not less than five nor more than 15 individuals (excluding any *ex officio*, advisory and honorary directors), which number may be increased or decreased pursuant to the Bylaws of the Corporation, but shall never be less than the greater of five or the minimum number specified by the applicable laws of the District of Columbia now or hereafter in force. The Directors shall meet the requirements specified in the Bylaws and be elected in the manner provided in the Bylaws.

NINTH: The following provisions are hereby adopted for defining, adopting, limiting and regulating the powers of the Corporation and of the Directors.

(1) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. 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 any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not have any purposes and shall not carry on any other activities (otherwise than as an insubstantial part of its activities) not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) by a corporation to which contributions are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code.

(2) Upon dissolution of the Corporation, the Board of Directors shall pay or make provision for the payment of all of the liabilities of the Corporation, and return, transfer or convey all assets that are held by the Corporation upon condition requiring return, transfer or conveyance upon

dissolution of the Corporation. All remaining assets of the Corporation will be transferred to the State Education Office of the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships and used solely for educational purposes.

(3) The Corporation shall, to the fullest extent now or hereafter permitted by law, and only to the extent that the Corporation's status as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code is not affected thereby, indemnify any director, officer or employee of the Corporation, any person serving as a member of a committee of the Board of Directors, or any person who may have served at the written request of the Corporation as a director, officer, trustee or employee of (i) any employee benefits plans of the Corporation, (ii) any other organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and (iii) any subsidiary of the Corporation, whether for profit or not for profit, against liability, including but not limited to judgments, fines, amounts paid in settlement, reasonable attorneys' fees and related expenses, incurred in the performance of such duties or service or incurred while acting in such capacity or arising out of such person's status as such, provided that such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation, as determined by the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such conduct was unlawful or fraudulent. The Corporation shall also indemnify directors and officers as required by applicable law. The Corporation shall have the right to select attorneys and to approve any settlements or legal expenses incurred in connection with any suit, action or proceeding to which this indemnification applies. The foregoing indemnification is subject to the terms and conditions set forth in the Bylaws of the Corporation (as amended from time to time).

(4) To the fullest extent permitted by the District of Columbia statutory or decisional law, as amended or interpreted, no Director or officer of this Corporation shall be personally liable to the Corporation for money damages; provided, however, that the foregoing limitation of Director and officer liability shall only be to the extent permitted of organizations that are exempt from federal income tax under Section 501(c)(3) of the Code and to which contributions are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code. The private property of the incorporators, Directors and officers of the Corporation shall not be subject to the payment of the Corporation's debts to any extent

whatsoever. No amendment of the articles of incorporation of the Corporation or repeal of any of its provisions shall limit or eliminate the benefits provided to Directors and officers under this provision with respect to any act or omission that occurred prior to such amendment or repeal.

(5) The Corporation shall maintain insurance coverage that satisfies all requirements of the District of Columbia statutory or decisional law for Directors of a corporation that is exempt from federal income tax under Section 501(c)(3) of the Code so that the Corporation's Directors are not personally liable, to the full extent permitted by applicable law, for damages that are the result of the acts or omissions of the Corporation's Directors in providing services or performing duties on behalf of the Corporation. Nevertheless, unless the Director is entitled to indemnification under this Article and the Bylaws of the Corporation, a Director shall be liable for damages in any suit in which it is found that the Director did not have immunity under applicable law, to the extent that the judgment for damages is not covered by the Corporation's insurance coverage.

(6) The Corporation reserves the right from time to time to make any amendments to its charter that may now or hereafter be authorized by law.

The enumeration and definition of particular powers of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of the charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under any applicable laws of the District of Columbia now or hereafter in force, except to the extent that the laws of the District of Columbia permit activities that are not permitted under federal law for any organization that is exempt from federal income tax under Section 501(c)(3) of the Code and to which contributions are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code.


TENTH: The name and street address of each incorporator of the Corporation are:

Glen S. Howard, Vice-Chair of Goodwill of Greater Washington
2200 South Dakota Ave, NE
Washington DC 20018

Catherine Meloy, President & CEO of Goodwill of Greater Washington
2200 South Dakota Ave, NE
Washington DC 20018


Glen S. Howard, Incorporator

Date: February 23, 2015


Catherine Meloy, Incorporator

Date: February 23, 2015

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



C E R T I F I C A T E

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

Goodwill Excel Center, Public Charter School, The

Effective Date: 2/23/2015

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 2/27/2015 1:04 PM



Business and Professional Licensing Administration

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: dnT25Lc2

BYLAWS
OF
THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL
_____, 2015

TABLE OF CONTENTS

Section 1: General Provisions	1
1.1 Certificate of Incorporation.....	1
1.2 Name	1
1.3 Purposes	1
1.4 Fiscal Year	1
1.5 Offices.....	1
1.6 Members	2
Section 2: Board of Directors	2
2.1 Powers.....	2
2.2 Number of Directors	2
2.3 Terms of Office.....	3
2.4 Appointment or Election of Directors.....	3
2.5 Resignation and Removal	4
2.6 Vacancies	4
Section 3: Meetings of Board of Directors	5
3.1 Regular, Special, and Annual Meetings.....	5
3.2 Meetings Using Communications Equipment	5
3.3 Quorum	5
3.4 Notice of Meetings.....	5
3.5 Waiver of Notice.....	6
3.6 Action Without Meeting	6
3.7 Validation of Meetings Defectively Called or Noticed.....	6
Section 4: Committees	7
4.1 Executive Committee.....	7
4.2 Other Committees	7
4.3 Terms of Office.....	7
4.4 Committee Chair.....	7
4.5 Vacancies	8
4.6 Quorum	8
4.7 Rules	8
4.8 Attendance by Officers and President & CEO	8
4.9 Boards of Advisors	8

Section 5: Officers	8
5.1 Numbers and Qualifications	8
5.2 Election and Tenure	8
5.3 Resignation and Removal	9
5.4 Chair and Vice Chair(s)	9
5.5 President & Chief Executive Officer	9
5.6 Secretary	10
5.7 Treasurer	10
5.8 Vacancies	11
Section 6: Compensation and Personal Liability	11
6.1 Compensation	11
6.2 Personal Liability	11
Section 7: Miscellaneous Provisions	11
7.1 Execution of Instruments	11
7.2 Corporate Records and Corporate Seal	12
7.3 Guarantees and Suretyships	12
7.4 Gifts	12
7.5 Non-Discrimination	12
7.6 Disposition of Assets	12
7.7 Headings and Titles	12
Section 8: Indemnification	12
8.1 Generally	12
8.2 Advances: Repayment	13
8.3 Authorization	13
8.4 Heirs, Executors and Administrators	14
8.5 Non-Exclusive Rights	14
8.6 Adverse Amendment	14
8.7 Employees and Agents	14
Section 9: Amendments	14

BYLAWS
OF
THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL
_____, 2015

Section 1: General Provisions

1.1 Certificate of Incorporation

These bylaws have been adopted pursuant to authority evidenced by the District of Columbia Articles of Incorporation, dated February 23, 2015. In the event of any inconsistency between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall be controlling. All references in these Bylaws to the Articles of Incorporation shall mean the Articles of Incorporation as from time to time amended or amended and restated. These Bylaws are adopted pursuant to the Nonprofit Corporation Act of 2010 of the District of Columbia (District of Columbia Code Section 29-401.01 *et.seq.*) and the District of Columbia's School Reform Act of 1995 (District of Columbia Code Section 38-1800.01 *et.seq.*), both as now in effect or as either may hereafter be amended.

1.2 Name

The registered name of this corporation is The Goodwill Excel Center, Public Charter School (the "Corporation"). The Corporation is authorized to do business under the name "The Goodwill Excel Center" and/or such other names as the Board of Directors shall approve.

1.3 Purposes

The Corporation is formed to further and promote exclusively charitable purposes. As required by the District of Columbia's School Reform Act of 1995, the sole purpose of the Corporation is the operation of a public charter school. The Corporation shall be operated in a manner consistent with the charter granted to the Corporation by the District of Columbia Public Charter School Board.

The Corporation is not organized for profit, and shall not pay dividends or make distributions of any part of its assets, income or profits to its members, Directors, delegates, members of a designated body or officers. No substantial part of the activities of the Corporation shall be devoted to influencing legislation, nor to participating in any political campaign on behalf of or in opposition to any candidate for public office.

1.4 Fiscal Year

The Corporation's fiscal year shall be July 1 through June 30, or such other period as shall be approved by the Board of Directors.

1.5 Offices

The principal office of the Corporation for the transaction of its business shall initially be located at 2200 South Dakota Avenue, N.E., Washington, D.C. The Board of Directors may change the principal office from one location to another within the District of Columbia. The Corporation may also have offices at such other places, within or outside the District of Columbia, where it is

qualified to do business, as its business may require and as the Board of Directors may from time to time designate.

1.6 Members

The Corporation shall have no members.

Section 2: Board of Directors

2.1 Powers

The governance and direction of the Corporation shall be vested in a board of Directors, which shall bear responsibility for and shall oversee all the activities of the Corporation (the “Board of Directors” or the “Board”). The Board of Directors shall exercise the powers of the Corporation, control its property, and conduct its affairs, except as otherwise provided by law. The Board shall take active responsibility for the sound and adequate financing of the Corporation’s programs and shall pursue fundraising on an ongoing basis, with the objective of raising operating and capital funds through the solicitation of cash and in-kind gifts and grants. The Board of Directors shall have exclusive power to cause the Corporation:

- To purchase or sell real property;
- To pledge, assign, or create liens on or security interests in the real or personal property of the Corporation;
- To establish or modify investment policies;
- To determine the overall policy of the Corporation;
- To appoint and remove the President & Chief Executive Officer of the Corporation;
- To establish Benefits Plan(s) for employees of the Corporation;
- To approve an annual budget for the Corporation; and
- To delegate, from time to time, powers to the President & Chief Executive Officer in accordance with these Bylaws.

In the event of an emergency, the Board of Directors shall be authorized to exercise emergency powers pursuant to Section 29-403.03 of the Nonprofit Corporation Act of 2010 of the District of Columbia.

2.2 Number of Directors and Categories

The Board of Directors shall consist of nine individuals in the following four categories:

Category	Number	Summary of Key Qualification for Appointment or Manner of Appointment
Appointed Directors	3	Appointed by Board of Davis Memorial Goodwill Industries
Student Directors	2	Students attending the charter school operated by the Corporation at the time of their election
Elected Directors	4	Selected by the Board of the Corporation

A majority of the Directors shall be residents of the District of Columbia.

The Corporation may have additional *ex officio*, advisory and honorary Directors that shall not be counted toward the nine Directors.

The President & Chief Executive Officer shall serve as an *ex officio* member of the Board with the right to attend and participate in all meetings..

Any past Chair of the Board is eligible to serve as an *ex officio* member of the Board, with rights to attend and participate in Board meetings, for up to three years following the expiration of his/her term as Board Chair, but s/he shall not be counted toward a quorum and shall not have the power to vote. Upon the expiration of any such past Board Chair's *ex officio* membership on the Board, such individual shall become a lifetime Honorary Director of the Corporation.

2.3 Terms of Office

Appointed Directors and Elected Directors shall be elected to terms of up to three years with each such term expiring at an Annual Meeting of the Board. Student Directors shall be elected to terms of up to one year with each such term expiring at the earlier of the next Annual Meeting of the Board or the next meeting of the Board after s/he is no longer a student enrolled in the charter school operated by the Corporation. Terms of the Appointed Directors and Elected Directors shall be staggered such that the terms of approximately one-third of those Directors will expire each year. No Appointed Director or Elected Director may be elected to a term that would result in more than nine years and four months of continuous service on the Board except that Directors elected to the initial Board may serve for up to two additional years to facilitate the initial staggering of the terms of the Directors. "Continuous service" shall mean service not interrupted by a break of more than one year. No Student Director shall be elected to a term that would result in more than three years of service on the Board.

2.4 Appointment and Election of Directors

Directors shall be appointed in accordance with the procedures for their categories:

- The Appointed Directors shall be appointed by the Board of Directors of Davis Memorial Goodwill Industries.
- The Student Directors shall be selected as determined by the Board of Directors of the Corporation.
- The Elected Directors shall be elected by the Board of Directors of the Corporation at the Annual Meeting of such Board of Directors, but they may be elected at any Board meeting to fill vacancies occurring between such Annual Meetings. The candidates, up to the number of Directors to be elected, receiving the highest number of votes shall be elected.

The Board of Directors may from time to time appoint to the position of advisory or honorary Director such individuals as it may designate for terms of up to one year. Such Directors may, pursuant to a resolution of the Board, have the right to attend meetings, but they shall not be counted toward a quorum and shall not have the power to vote. The Board, having elected or appointed any such Director to the Board, shall also have the power to remove any such Director.

2.5 Resignation and Removal

A Director may resign by delivering to the Chair or Vice Chair written notice of his/her resignation. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states. If the Board of Directors accepts the resignation of a Student Director or Elected Director intended to take effect at a future time, the Board shall have the power to elect a successor to take office when the resignation shall become effective.

If any Director shall fail to attend two consecutive meetings of the Board without excuse and, after having been notified by the Secretary of such failure to attend, shall be absent at the next regular meeting without an excuse for said absence acceptable to the Board, such Director shall be deemed to have resigned unless the Board chooses to exercise its discretion to excuse such absence.

Any Director may be removed with or without cause only in a meeting of the Board of Directors, with written notice (pursuant to Section 3.4) of the purpose of the meeting, by a majority vote of the Directors then holding office.

2.6 Vacancies

Vacancies of Student Directors and Elected Directors, whether occurring by reason of removal of a Director or otherwise, may be filled by a majority of the remaining Directors or by a sole remaining Director, and each Director so elected shall hold office until his or her successor is elected and qualifies. Vacancies of Appointed Directors shall be filled by individuals appointed by the Board of Davis Memorial Goodwill Industries. In the event that the Board of Davis Memorial Goodwill Industries has failed to appoint one or more Appointed Directors to fill one or more vacancies among Goodwill Directors on the Board of the Corporation for two consecutive meetings of the Board of the Corporation, the vacancies may be filled by a majority of the remaining Directors of the Corporation or by a sole remaining Director of the Corporation, and each Director so elected shall hold office unless and until such Director is replaced by a Director appointed by the Board of Davis Memorial Goodwill Industries.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation, or removal of any Director, if a Director has been declared of unsound mind by an order of a court of competent jurisdiction or has been convicted of a felony, or if the number of Directors is less than the authorized number of Directors. No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of his or her term of office.

Section 3: Meetings of Board of Directors

3.1 Regular, Special, and Annual Meetings

Regular meetings of the Board may be held at such times and places as the Board may determine, but at least four times each year. At least one of the regular meetings of the Board each year shall be open to the public and shall be advertised by the Board within the community, in such manner as the Board shall determine. Special meetings may be called by the Chair at any time. Special meetings shall also be called by the Secretary or his/her designee upon written request of one-third of the Directors then in office who specify in their request the business for which they desire the meeting to be called.

The Board shall designate a regular or special meeting of the Board each year to be the Annual Meeting. The Annual Meeting shall be held during the last 120 days of each fiscal year to elect Directors and conduct such other business as may come before the Board.

Unless otherwise required or provided by law, the Articles of Incorporation, or these Bylaws, all actions of the Board -- with the exception of amendments to the Articles of Incorporation or to these Bylaws -- shall be approved by a majority affirmative vote of the Directors present and voting, provided that a quorum of the Board of Directors is in attendance or voting by duly executed and submitted proxy.

3.2 Meetings Using Communications Equipment

The Board of Directors may participate in a meeting of the Board by means of a conference telephone, videoconference, or any other means of communication by which all Directors participating may simultaneously hear one another during the meeting, and participation by such means shall constitute presence in person at a meeting.

3.3 Quorum

The presence in person or by proxy of a majority of the Board of Directors then in office shall constitute a quorum, but if only a lesser number is present, such lesser number may, without further notice, adjourn a meeting to any later time. At a meeting where a quorum has been present, the departure of Directors from the meeting shall not deprive the meeting of a quorum so long as a sufficient number of such departing Directors provide proxies to allow the quorum to be maintained.

3.4 Notice of Meetings

A notice stating the time and place of the meeting (regular, special, or Annual) shall be sent to each Director, not less than five and not more than 15 days prior to the date of the meeting. Such notice may be by mail, e-mail, or fax and shall be sent to the Director's usual business address or home address.

A notice or waiver of notice need not specify the purpose of any meeting unless such purpose is:

- i. the amendment or repeal of, or of any provision of, the Articles of Incorporation or these Bylaws; or
- ii. the removal of a Director.

3.5 Waiver of Notice

Whenever notice is required to be given to any Director or member of a committee under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing or electronically by any such Director or member of a committee, whether before or after any time stated therein, shall be equivalent to the giving of such notice. Such waiver need not specify the purpose or purposes of the meeting. A Director's attendance at or participation in a meeting shall waive any required notice to the Director of the meeting, unless the Director at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or transacting at the meeting and does not thereafter vote for or assent to action taken at the meeting.

3.6 Action without Meeting

Subject to the provisions of applicable law, any action required or permitted to be taken by the Board of Directors or any committee under any provision of law, the Articles of Incorporation, or these Bylaws may be taken without a meeting if all members of the Board or such committee, as the case may be, shall individually or collectively consent in writing or electronically to such action. Such consent or consents shall be filed with the minutes of the proceedings of the Board or such committee. Such action by written or electronic consent shall have the same force and effect as the unanimous vote of such Directors. Any certificate or other document filed under any provision of law that relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors or the committee, as the case may be, without a meeting and that the Articles of Incorporation and these Bylaws authorize the Directors to so act, and such statement shall be *prima facie* evidence of such authority.

3.7 Validation of Meetings Defectively Called or Noticed

The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as defined herein, is present and provided that either before or after the meeting each of the Directors not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4: Committees

4.1 Executive Committee

The Board of Directors, by a majority vote of its members, may designate two or more of the Directors as an Executive Committee. Unless otherwise determined by resolution of the Board, such Committee shall have the powers and authority of the Board in the management of the business and affairs of the Corporation, except the power to: amend, alter, restate, or repeal the Articles of Incorporation or these Bylaws; elect, appoint, or remove any member of the Board or of any committee of the board or any officer of the Corporation elected or appointed by the Board; adopt a plan of merger or adopt a plan of consolidation with another corporation; authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorize distributions; authorize the voluntary dissolution of the Corporation; or amend, alter, or repeal any resolution of the Board of Directors. The designation and appointment of any such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon the Board or an individual Director by law, by the Articles of Incorporation, or by these Bylaws. By a majority vote of its members, the Board may at any time modify or revoke any or all of the authority of the Executive Committee, increase or decrease (but not below two) the number of its members, and fill vacancies therein from the members of the Board. The Executive Committee shall establish rules and regulations for its meetings and meet at such times as it deems necessary, provided that reasonable notice of all such meetings shall be given to its members, and no act of the Committee shall be valid unless approved by the vote or written consent of a majority of its members. The Committee shall keep regular minutes of its proceedings and report the same to the Board from time to time as the Board may require.

4.2 Other Committees

The Board of Directors, by a majority vote of its members, may create other committees, including a Finance Committee, an Audit Committee and a Governance Committee, not having or exercising the authority of the Board in the management of the Corporation, and may designate two or more of the Directors as members of any such committee. Any committee member may be removed with or without cause only in a meeting of the Board of Directors, with written notice (pursuant to Section 3.4) of the purpose of the meeting, by a majority vote of the Directors then holding office. Each such committee shall pursue such purposes and have such powers as the Board of Directors shall designate, provided that no such committee shall have any greater powers than those permitted to be exercised by the Executive Committee.

4.3 Terms of Office

Each member of a committee shall continue as such until the next Annual Meeting of the Board of Directors and until a successor is appointed, unless the committee is sooner terminated, unless such member be removed from such committee, or unless such member ceases to qualify as a member thereof.

4.4 Committee Chair

One member of each committee shall be appointed chair of the committee by the Board of Directors.

4.5 Vacancies

Vacancies in the membership of any committee may be filled in the same manner as provided in the case of the original appointments.

4.6 Quorum

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which quorum is present shall be the act of the committee.

4.7 Rules

Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

4.8 Attendance by Officers and President & Chief Executive Officer

The Chair, any Vice Chair, and President & Chief Executive Officer shall be entitled to attend and participate in meetings of committees, except that the President & Chief Executive Officer shall not attend any portion of any meeting during which s/he is being reviewed. Unless also a member of such committee, no such officer shall be entitled to vote at such committee meeting.

4.9 Boards of Advisors

The Board of Directors may designate certain persons or groups of persons as advisors of the Corporation or such other title as the Board deems appropriate. Such persons shall serve in an honorary or advisory capacity for such purposes as the Board shall designate, and, except as the Board shall otherwise designate, shall in such capacity have no right to notice of or vote in any meeting, shall not be considered for purposes of a quorum, and shall have no other rights or responsibilities.

Section 5: Officers

5.1 Number and Qualifications

The officers shall consist of Chair, one or more Vice Chairs, President & Chief Executive Officer, Secretary, Treasurer, and such other officers as the Board may from time to time deem necessary and convenient. The Corporation may also have, at the discretion of the Board, one or more Senior Vice Presidents, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with Section 5.2. One person may hold two or more offices, except those of Chair, President, Treasurer and Secretary.

5.2 Election and Tenure

All officers of the Corporation shall be elected by a majority vote of the Board, ordinarily at each Annual Meeting but, as appropriate in the Board's discretion, at any meeting of the Board. Each such officer shall hold office until s/he resigns or is removed or is otherwise disqualified to serve, or until his/her successor shall be elected and qualified, whichever occurs first. All officers shall at all times carry out their duties under the direction and the control of the Board of Directors.

5.3 Resignation and Removal

Any officer may resign at any time by giving written notice to the Board of Directors or to the Chair or Secretary of the Corporation or, in the case of an officer who is also an employee of the Corporation, to the President and Chief Executive Officer. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any officer may be removed with or without cause by a majority vote of the Directors then holding office. Any such officer may be removed for cause only after notice to that officer and an opportunity to be heard by the Board. An officer who is also an employee of the Corporation, other than the President & Chief Executive Officer, may also be removed with or without cause by the Chair.

5.4 Chair and Vice Chair(s)

The Chair shall, subject to the control of the Board of Directors, generally supervise and control the affairs of the Corporation. S/he shall perform all duties incident to his/her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, s/he shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors. The Chair shall also call and preside at all meetings of the Board of Directors and perform such other tasks as are directed by the Board.

The Vice Chair (or, in the event there is more than one, the Vice Chair having served longest on the Board) shall perform the duties of the Chair in the absence of the Chair and shall perform such other duties as are assigned by the Chair or by the Board.

5.5 President & Chief Executive Officer

Selection & Evaluation

The President & Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors and shall receive such compensation as the Board may direct. The Board of Directors shall conduct an annual review and evaluation of the President & Chief Executive Officer.

Duties

The President & Chief Executive Officer shall carry out the policies established by the Board of Directors and shall be directly responsible to the Board and the Chair. The President & Chief Executive Officer shall, within the budget adopted by and under the general direction of the Board, be the administrator and the programmatic leader of the Corporation, with responsibility for coordination of the programmatic and administrative operation of the Corporation and subsidiary activities, if any, sponsored by the Corporation. The President & Chief Executive Officer shall have general supervision of the business and affairs of the Corporation and shall perform all duties usually performed by the president of a corporation and such other duties as are from time to time assigned by the Board of Directors, including, without limitation:

- General management of the programmatic and administrative operations of the Corporation.
- Prescribing and directing the standards and the assessment of employee performance.
- Preparing an annual budget for submission to the Treasurer and the Board.
- Employing, evaluating, and discharging staff personnel and prescribing their duties and terms of employment.
- Developing and maintaining personnel policies and practices for the Corporation.
- Conducting annual reviews of all management and staff personnel who report directly to the President & Chief Executive Officer.
- Carrying out the policies of the Corporation and other decisions of the Board of Directors as it may adopt from time to time.
- Anticipating the needs of the Corporation and the community, both short and long term, and interpret those needs and changes for the Board.
- Reporting at each regular meeting of the Board of Directors on the activities and financial condition of the Corporation.

5.6 Secretary

The Secretary shall:

- Certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.
- Record and maintain records of all proceedings of Board meetings in a book or a series of books.
- Attest to all documents of the Board.
- Be custodian of the corporate seal and the record books, papers and documents (except financial records) of the Board.
- Make copies of any records available to any Director upon request.
- Provide copies of the minutes of the previous meeting of the Board and the notice and agenda of the following meeting to each Director before the beginning of each such following meeting.
- See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him/her from time to time by the Chair or the Board of Directors.

5.7 Treasurer

The Treasurer shall:

- Have general oversight of the financial affairs of the Corporation.
- Cause to be kept full accounts of receipts and disbursements in books belonging to the Corporation and deposit all monies in the name and to the credit of the Corporation in such depository as shall be authorized by the Board.
- Render to any Director such reports and statements of the transactions and accounts as they may request.

- Borrow money for the purpose of meeting Corporation expenses, give a note or notes therefor, and pledge such securities as may be necessary to secure any such note, when authorized by resolution of the Board of Directors.
- Chair any Finance Committee established by the Board.
- Prepare, or cause to be prepared, and certify any necessary financial statements.
- Pro-actively report to and seek the review, oversight, and advice of the Corporation's auditors.
- Ensure that the Corporation adheres to the financial policies and procedures adopted by the Corporation.
- Render to the Chair and Directors, whenever s/he or they may request, an account of any or all of his/her transactions as Treasurer and of the financial condition of the Corporation.
- In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him/her from time to time by the Board of Directors.

5.8 Vacancies

Any vacancy caused by death, resignation, removal, disqualification, or otherwise, of the Chair shall be filled by the Board of Directors for the unexpired portion of the term. Any vacancy caused by death, resignation, removal, disqualification, or otherwise, of any other officer shall be filled by the Chair for the unexpired portion of the term.

Section 6: Compensation and Personal Liability

6.1 Compensation

No Director or officer shall receive any compensation for services rendered as a Director or officer. Notwithstanding the foregoing, any Director or officer may receive reasonable compensation for services rendered as an employee or contractor of the Corporation and any Director or officer may, if authorized by the Board of Directors, be reimbursed for necessary expenses including travel expenses, reasonably incurred and specifically documented by the Director or officer in the performance of duties as a Director or officer.

6.2 Personal Liability

The members of the Board of Directors and the officers of the Corporation shall not be personally liable for any debt, liability, or obligation of the Corporation. Any and all persons or entities extending credit to, contracting with, or having any claims against the Corporation may look only to the funds and property of the Corporation for the payment of any such contract or claim or for the payment of any debt, damages, judgment or decree, or any money that may otherwise become due or payable to it or them from the Corporation.

Section 7: Miscellaneous Provisions

7.1 Execution of Instruments

All contracts, deeds, leases, bonds, notes, checks, drafts, and other instruments authorized to be executed by an officer of the Corporation on its behalf shall be signed by one or both of the President & Chief Executive Officer or the Treasurer except as the Board may generally or in particular cases otherwise determine. Any recordable instrument purporting to affect an interest in

real estate, executed in the name of the Corporation by two of the Corporation's officers from among the Chair, Vice Chair and President & Chief Executive Officer, shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument.

7.2 Corporate Records and Corporate Seal

The records of all meetings of Directors, the names and addresses of the Directors and officers of the Corporation, and the originals or attested copies of the Articles of Incorporation and the Bylaws shall be kept in the District of Columbia at the principal office of the Corporation.

The Board of Directors may adopt, use, and alter a corporate seal. Such seal shall be affixed to all corporate instruments, but failure to affix it shall not affect the validity of any such instrument.

7.3 Guarantees and Suretyships

The Corporation shall make no contracts of guarantee and suretyship.

7.4 Gifts

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation, so long as such acceptance does not jeopardize the Corporation's tax-exempt status or violate any provision of applicable law.

7.5 Non-Discrimination

This Corporation declares that no candidate for employment shall be discriminated against because of sex, gender identity or expression, sexual orientation, age, race, color, creed, national origin, cultural heritage, religion, political affiliation, matriculation, marital status, family responsibilities, personal appearance, genetic information or disability, or on any other basis prohibited by applicable law.

7.6 Disposition of Assets

Upon dissolution of the Corporation, the Board of Directors shall pay or make provision for the payment of all of the liabilities of the Corporation, and return, transfer or convey all assets that are held by the Corporation upon condition requiring return, transfer or conveyance upon dissolution of the Corporation. All remaining assets of the Corporation shall be disposed of in strict compliance with the requirements of Section 501(c)(3) of the Internal Revenue Code and will be transferred to the State Education Office of the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships and used solely for educational purposes.

7.7 Headings and Titles

The heading and titles in these Bylaws are solely for convenience of reference and shall not be considered in construing or interpreting the Bylaws.

Section 8: Indemnification

8.1 Generally

The Corporation shall, to the fullest extent now or hereafter permitted by law, and only to the extent that the Corporation's status as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code is not affected thereby, indemnify any Director, officer or employee of the Corporation, any person serving as a member of a committee of the Board of

Directors, or any person who may have served at the written request of the Corporation as a Director, officer, trustee or employee of (i) any employee benefits plans of the Corporation, (ii) any other organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and (iii) any subsidiary of the Corporation, whether for profit or not for profit, against liability, including but not limited to judgments, fines, amounts paid in settlement, reasonable attorneys' fees and related expenses, incurred in the performance of such duties or service or incurred while acting in such capacity or arising out of such person's status as such, provided that such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation, as determined by the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such conduct was unlawful or fraudulent. The Corporation shall also indemnify Directors and officers as required by applicable law. The Corporation shall have the right to select attorneys and to approve any settlements or legal expenses incurred in connection with any suit, action or proceeding to which this indemnification applies.

8.2 Advances: Repayment

Such indemnification may, to the extent authorized by the Board in accordance with the procedures set forth in Section 8.3, include payment by the Corporation of expenses, including attorneys' fees, reasonably incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of (a) a written statement signed by the Indemnified Party setting forth his or her good faith belief that he or she has met the relevant standard of conduct as required by applicable law, or that the proceeding involves conduct for which liability has been eliminated by applicable law; and (b) an undertaking (evidenced by a promissory note or other contractual undertaking) by the Indemnified Party to repay such payment if the Indemnified Party is finally determined not to be entitled to indemnification under this Section 8, which undertaking may be accepted without regard to the financial ability of such Indemnified Party to make repayment.

8.3 Authorization

Except with regard to any indemnification mandatory under applicable law or ordered by a court, the Corporation shall not indemnify any Indemnified Party or make advances in accordance with Subsection 8.2 unless authorized for a specific proceeding after a determination has been made that indemnification is permissible because the Indemnified Party has met the relevant standard of conduct required by applicable law. The determination shall be made:

- (1) If there are two or more disinterested Directors, by a majority vote of all the disinterested Directors, a majority of whom will constitute a quorum for that purpose, or by a majority of the members of a committee of two or more disinterested Directors appointed by such a vote;
- (2) By special legal counsel:
 - (A) Selected in the manner prescribed in paragraph (1) above; or
 - (B) If there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate.

A disinterested Director is a Director who, at the time of a vote pursuant to this Subsection 8.3 is not a party to the proceeding or a Director having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

8.4 Heirs, Executors and Administrators

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of any Indemnified Party.

8.5 Non-Exclusive Rights

The right of indemnification under this Section 8 shall be in addition to and not exclusive of all other rights to which any person may be entitled. Nothing contained in this Section 8 shall affect any rights to indemnification to which Indemnified Parties and other persons may be entitled by contract or otherwise under law.

8.6 Adverse Amendment

No amendment or repeal of the provisions of this Section 8 which adversely affects the rights of an Indemnified Party under this Section 8 shall apply to that Indemnified Party with respect to the acts or omissions of such Indemnified Party at any time prior to such amendment or repeal, unless such amendment or repeal was voted for by or was made with the written consent of such Indemnified Party.

8.7 Employees and Agents

To the extent legally permissible and only to the extent that the status of the Corporation as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code is not affected thereby, the Corporation may indemnify any employee or agent of the Corporation to the extent authorized by the Board, in its sole discretion, by the affirmative vote of a majority of the Directors entitled to vote. The foregoing provisions of this Section 8 shall apply to any indemnification of any such employee or agent.

Section 9: Amendments

The Board of Directors may amend these Bylaws or the Articles of Incorporation by a majority vote of all the members of the Board at any meeting of the Board, provided that notice of the proposed change(s) shall have been given before the meeting or such notice is waived by all members of the Board in writing or in any meeting.

C E R T I F I C A T E

I, the duly elected Secretary of The Goodwill Excel Center, Public Charter School, hereby certify that the foregoing document is a correct and complete statement of the Bylaws of the said Corporation as of this ____ day of _____, 2015.

[name], Secretary

Performance Expectations
The Goodwill Excel Center Adult Public Charter School
Individual Director Performance Expectations

General Responsibilities

Each Director is responsible for actively participating in the work of the Goodwill Excel Center Adult Public Charter School Board of Directors and the life of the school. Each Director is expected to affirm and strive to fulfill the performance expectations outlined below. These expectations are to be clearly articulated prior to nominating any candidate as a board member. The Board will nominate the candidate only after s/he has agreed to fulfill these expectations. In addition to the responsibilities below, individual Directors are expected to help each other fulfill the tasks outlined.

Specific responsibilities:

1. To oversee the programmatic and fiscal well-being of the organization, including but not limited to:
 - a. Reviewing and adopting policies and programs that further the mission of the Excel Center;
 - b. Reviewing and approving the annual budget;
 - c. Working with staff to produce the revenue required to meet budgeted goals; and
 - d. Committing to act in accordance with the bylaws and policies of the Excel Center School.
2. To commit to the organization's best interests; to recuse myself in the event of a conflict of interest; and, when representing the Excel Center, to advocate only for those matters that the organization has approved.
3. To monitor student achievement and outcomes.
4. To enhance the Excel Center's public standing by serving as its ambassador, representative, and advocate.
5. To evaluate the President and Chief Executive Office on an ongoing basis.
6. To oversee the Excel Center's strategic direction and participate actively in the development of its strategic plan.
7. To propose potential Board candidates who would further the Excel Center's work.
8. To attend at least two-thirds of the meetings of the Board (normally four two-hour meetings annually); of committees on which I serve (periodically for two hours); and special meetings or events.

9. To treat with respect and courtesy all Excel Center constituencies, including students, faculty and staff.
10. To recognize that the Excel Center exists to serve its students and that the faculty and staff are partners with the Board of Directors in carrying out the Excel Center's mission.
11. To make an annual personal financial contribution to the organization (except student directors).
12. To notify the Board Chair in writing if I am unable to fulfill the above obligations.
13. To be willing to submit to a criminal background check required by the D.C. Public Charter School Board.

THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL

CODE OF ETHICS

_____, 2015

I. Introduction	2
A. General Principles	2
B. Corporate Compliance Officer and Corporate Compliance Committee	4
C. Conflict of Interests Policy, Whistleblower Policy, and Document Retention Policy	4
II. Entertainment, Gifts, and Contributions	5
A. Soliciting or Receiving Gifts	5
B. Giving Gifts	5
C. Giving Gifts to Government Associates	6
D. Making Political Contributions	7
E. Contributing to Federal, State, Local, and Foreign Elections	7
F. Reimbursements	7
III. Dealing with GEC Confidential Information	8
A. Confidential Business Information	8
B. Confidential Personal Information	8
C. Protecting Proprietary Assets	9
D. Safeguarding Patents, Copyrights, and Other Intellectual Property Rights	10
E. Being Cost Conscious	11
F. Using GEC's Name and Assets; Media and Social Media	11
G. Corporate Opportunities	12
H. Keeping Complete and Accurate Books and Records	12
IV. Contractor Relations	13
A. Gathering Information	13
B. Negotiating and Pricing Contracts	14
C. Charging Costs	14
V. Other Guidelines	15
A. Complying With Anti-discrimination Laws; Dating Persons Served	15
B. Complying With Environmental, Health, and Safety Laws	15
C. Complying With the Rules Against Substance Abuse	15
D. Witnessing Documents	15
E. Participating in Government Investigations or Proceedings	15
F. Communicating About GEC and Others	16
VI. Administering this Code	16
A. Distributing the Code	16
B. Annual Certification	17
C. Conducting an Awareness Program	17
D. Seeking Approval	17
E. Monitoring Compliance	17
1. <i>Complying With the Code and Reporting Violations</i>	17
2. <i>Cooperating with Investigations and Your Duty To Be Candid</i>	18
3. <i>Reporting Violations to the President & CEO and to the Board</i>	18
4. <i>Failure To Report Code Violations or to Cooperate with Investigators</i>	18
5. <i>Actions of Audit Staff</i>	18
F. Disciplinary Action for Violating the Code	19
1. <i>If You Are an Associate</i>	19
2. <i>If You Are a Supervisor or Officer</i>	19
3. <i>Additional Information for Everyone</i>	19
G. Interpreting and Amending the Code's Requirements	20
Definitions	21

I. Introduction

The reputation and success of The Goodwill Excel Center, Public Charter School (“GEC”) depend on the conduct of each of its Associates (defined below) – especially with respect to GEC’s shared values of respect, integrity, service and excellence. Although each Associate makes ethical decisions as an individual, all GEC Associates share a collective responsibility to do the right thing in all matters involving GEC.

To protect not only the high quality of GEC’s work and reputation, but also that its workplace is governed by the highest ethics, professionalism, collegiality, and respect for all persons, each GEC Board member, officer and Associate shall adhere to both the letter and spirit of the following standards. Note that, at GEC, employees are referred to as “Associates”. However, *throughout this document, references to “Associates” include not only employees of GEC, but also Board Members and officers of GEC.*

Complying with the standards of this Code of Conduct will help all GEC Associates to protect GEC and one another from potential liability.

This Code supplements GEC’s personnel policies and other policies that may be published from time to time. In addition, the President & CEO may revise this Code at any time. It is GEC’s property and may not be reprinted without permission from the President & CEO.

This Code reflects general principles to help Associates in making ethical business decisions; it is **not** intended to address every specific situation. Whenever a GEC Associate has a question about the Code or any GEC Policy (such as the Conflict of Interests Policy, Whistleblower Policy¹, Document Retention Policy, etc.) (“Policy”), s/he should ask his/her supervisor and/or contact the General Counsel & Corporate Compliance Officer or Human Resources department or the person identified in such Policy for receiving questions, reports, etc.

Each Associate commits under this Code to be fully familiar with it and other GEC Policies that supplement it; and commits to be accountable for maintaining the highest standards of ethics and professionalism in the workplace. Since the Code and GEC Policies are updated periodically, each Associate should review them regularly.

Any person who violates this Code or other related GEC Policy is subject to remedial and/or disciplinary action (up to and including termination of employment). In addition, some violations may result in referral for civil or criminal prosecution.

A. General Principles

GEC has a strong commitment to uphold the highest standards of ethics. GEC has a duty to conduct its affairs consistent with both the letter and the spirit of the law. In doing so with honesty and integrity, GEC and its Associates strictly comply both (i) with

¹ References in this draft to Whistleblower Policy, Document Retention Policy and Associate Handbook are to documents that are yet to be created.

all laws, rules, and regulations that apply to GEC and (ii) with GEC's own internal policies, procedures, and guidelines.

GEC Associates pledge to follow both the letter and the spirit of the code:

Business Practices:

- A) Associates agree to engage in and promote honest and ethical conduct.
- B) Associates will avoid actual or apparent conflicts of interest.
- C) Associates will comply with applicable laws, rules, and regulations of federal, state, and local governments.
- D) Associates will responsibly use and control all assets, resources, and information in their possession.
- E) Associates will encourage the prompt reporting of any violations of the Code of Conduct or other governing documents.
- F) GEC will use restricted monies for their requested restricted purpose. Associates will be able to account for GEC's activity and show how the funds were used.

Marketing and Communications Activities:

- A) Associates will practice honest, transparent and timely communication to facilitate the free flow of essential information in accord with the public interest.
- B) Associates will ensure that all services are promoted in a manner that promotes respect for GEC Associates and students, as well as sensitivity to cultural values and beliefs.
- C) Associates will protect confidential information. Associates will protect the privacy of other GEC Associates by disclosing information they learn about other GEC Associates through their essential job functions only as permitted or required by law or only with the other Associates' written permission.
- D) Associates will protect the privacy of students and use their stories only with the students' expressed, written permission.
- E) Associates will disseminate accurate information and promptly correct any erroneous communication for which they may be responsible.

Service Delivery:

- A) Associates will maintain the confidentiality of information regarding students. Associates will not discuss confidential information related to students unless related to the Associates' job responsibilities.
- B) Associates will strive to provide quality services at all times.

Associates who are supervisors must ensure that each Associate under his/her supervision knows and understands the requirements of this Code. In addition, supervisors must demonstrate their personal commitment to this Code by their own example, maintaining a workplace environment that encourages open communication about the Code and acting affirmatively (i) to prevent prohibited conduct in which the supervisor **knows or has reason to believe** an Associate plans to engage and (ii) report such conduct when the supervisor **knows or has reason to believe** it has occurred or may occur.

Core Values:

R ~ Respect

I ~ Integrity

S ~ Service

E ~ Excellence

B. Corporate Compliance Officer and Corporate Compliance Committee

To provide that all Associates pay consistent attention to maintaining GEC's ethics and high standards, GEC's General Counsel & Corporate Compliance Officer and Corporate Compliance Committee are charged with (i) monitoring GEC's performance under the Code and (ii) resolving any matter referred to it.

The Corporate Compliance Committee consists of at least three persons appointed from time to time by the President & CEO. The Committee reports directly to the President & CEO and the Compliance Officer.

GEC's Corporate Compliance Officer can be reached at:

(202) 719-1235

2200 South Dakota Avenue, NE
Washington, DC 20018

The GEC "tip line" can be used to leave a confidential message (which may be left anonymously) reporting a violation of GEC's Code of Conduct. The "tip line" is monitored by the General Counsel & Corporate Compliance Officer.

The "tip line" number is: xxx-xxx-xxxx.

C. Conflict of Interests Policy, Whistleblower Policy, and Document Retention Policy

The Conflict of Interest, Whistleblower, and Document Retention Policies, although located elsewhere, are each integral parts of this Code of Conduct.

II. Entertainment, Gifts, and Contributions

To uphold GEC's high standards, Associates must keep all of their activities free from any appearance of favoritism resulting from giving or receiving anything of value outside the transaction itself.

GEC procures supplies, materials, and services based solely on quality, cost, and performance.

In addition, in following this policy, GEC will pay accounts or designated payees only in the country in which they reside, maintain a principal place of business, maintain the branch or subsidiary that sold the goods or provided the services to GEC, or sold the goods or gave the services for which payment is due.

A. Soliciting or Receiving Gifts

Associates must never offer, give, solicit, or receive any form of bribe or kickback. Doing so can be a criminal act.

Associates and members of their families may not request or accept gifts, entertainment, services, travel, lodging, accommodations, or any other form of compensation or personal benefit (other than those with a value of less than \$100) from anyone that does business with GEC. This restriction applies to Associates' family members only to the extent that the gift may reasonably be viewed as attempting to influence the Associate. Associates may not accept monetary gifts in any amount or form under any circumstances.

Acceptance or sponsorship of reasonable business entertainment activities is not considered improper provided such activities are infrequent, do not involve lavish expenditures, take place in a setting that is appropriate to the business at hand, and are customary to the practice of conducting GEC's business.

If, under special circumstances, an Associate believes s/he should be permitted to accept a substantial gift, s/he must have the President & CEO's and the General Counsel & Corporate Compliance Officer's prior written consent before accepting it.

If an Associate finds it impossible or unreasonable to avoid receiving a gift s/he is not permitted to receive under this Code, s/he must (i) immediately disclose to the President & CEO and General Counsel & Corporate Compliance Officer that s/he has received such a gift and (ii) abide by any determination that GEC makes about what the Associate must do with it.

B. Giving Gifts

Associates may not give any gifts, favors, or entertainment on GEC's behalf except small mementos or modest refreshments provided during a GEC-sponsored meeting or event.

C. Giving Gifts to Government Associates

Associates may provide gifts, favors, or entertainment to *government officials* or *government associates* only if they strictly follow these requirements:

- As a general rule, government officials or government associates may **not** accept entertainment, meals, gifts, gratuities, or other things of value from those with whom their departments or agencies do business or over whom they have regulatory authority.
- Although some items may be furnished in certain limited cases, these situations are narrowly defined exceptions and are subject to change. For example, Associates may ordinarily distribute small mementos or provide modest refreshments to government officials and government associates during a GEC-sponsored meeting or event.
- **Associates must consult with the President & CEO or the General Counsel & Corporate Compliance Officer *before* they offer or give *anything* – no matter how small – to any government associate.** Associates must also seek such advice before they offer or make any payment or gift either indirectly to, or for the benefit of, any government official, government associate, or organization in which a government official or government associate is known to have a *financial or business interest*.
- If the entertainment is personal or unrelated to GEC business, an Associate may entertain his/her relatives or friends who work for government agencies. Of course, under these circumstances, GEC will not reimburse the Associate for his/her expenses.
- The law prohibits giving money or valuable items to a foreign official with the intent of influencing that person's government. This restriction also applies to offering or giving money or valuable items to anyone else who will use them to influence foreign officials.
- Thus, Associates must **never** offer, promise, pay, or give anything of value either directly or indirectly to a foreign official, foreign political party, or party official, or any candidate for foreign political office, unless s/he has first been informed in writing by the President & CEO or the General Counsel & Corporate Compliance Officer that s/he may legally do so.

The President & CEO or the General Counsel & Corporate Compliance Officer must approve in writing, in advance, any proposed exception to these rules.

D. Making Political Contributions

An Associate must ***never*** make a *political contribution* on GEC's behalf, including by not using GEC's assets, supplies or name on behalf of a political candidate. If an Associate actively takes part in the political process, s/he must do so on his/her own, at his/her own expense, and during other than regular GEC business hours. Although GEC encourages Associates to take an active role in the political process, GEC will never compensate or reimburse an Associate for any personal contribution that s/he makes or expense s/he incurs. Unpaid leave may not be taken for political activity.

Under this policy, an Associate must never make any direct or indirect expenditures on GEC's behalf, whether the expenditure is in cash, property, or service to a political party, a candidate, or an affiliate of a political party. An Associate may, however, do so on his/her own.

E. Contributing to Federal, State, Local, and Foreign Elections

GEC never contributes, directly or indirectly, to candidates in Federal, state, local, or foreign elections. GEC will never use its funds or assets (including items of value or Associate services) for political contributions in any election.

If an Associate runs for elective office, or if s/he helps others run for office, s/he must not use GEC resources to further the campaign or to support his/her work in appointed or elective positions. Associates must be careful to ensure that GEC is not associated with any of their political activities.

GEC will never compensate or in any way reimburse Associates for any personal political contribution that s/he makes. GEC also will never favor or prejudice an Associate in any condition of employment or promotion as a result of making or failing to make a political contribution or engage in political activity.

F. Reimbursements

If an Associate participates in a conference or other meeting sponsored by any entity which does or seeks to do business with GEC, the Associate may accept reimbursement from that entity for only those expenses that are reasonable under the circumstances and only if s/he has obtained advance written approval from the appropriate GEC person(s) to attend the event and incur the expenses.

III. Dealing with Confidential Information and GEC Assets

A. Confidential Business Information

As a non-profit organization operating in the public interest, certain GEC-related information is available to members of the public on request. GEC is, nonetheless, entitled to maintain the confidentiality of certain Confidential Information (see definition at the end of this Code) which GEC either does not wish or is not yet ready to share with the general public.

When Associates maintain and store Confidential Information, they shall follow these procedures:

- Carefully label Confidential Information
- Give Confidential Information only to GEC Associates who need to know the information to carry out their responsibilities.
- Do not share Confidential Information with any outside organization or person.
- Safely store Confidential Information so that people who are not supposed to have it cannot get to it.
- If a member of the public asks for any Confidential Information, direct the request to the President & CEO or his/her designee.

Any Confidential Information that a third party gives to anyone at GEC is also subject to these restrictions. If an Associate has received Confidential Information from a third party before s/he began to work for GEC, s/he should not disclose it to any GEC Associates.

Information of third parties will not be considered confidential if GEC is not subject to any obligation to maintain the confidentiality of that information. Information of third parties will also not be considered confidential if the information has entered the public domain by means other than GEC personnel's breach of a duty to maintain the confidentiality of the information.

Former GEC Associates remain bound by these rules of confidentiality. After any Associate leaves a job at GEC, regardless of the circumstances of such leaving, s/he may not use – or share with anyone else – Confidential Information learned while employed at GEC. Any breach of this rule may result in legal action.

B. Confidential Personal Information

Access to Confidential Information of Associates and students is restricted to GEC Associates with an appropriate need to know the information. Much of this information is also protected as confidential by law.

All such Confidential Information is to be held in trust and confidence and used only in accordance with applicable law and for approved purposes associated with performing

the responsibilities of the Associate's job. The Confidential Information may not be misused, stored, or processed for inappropriate purposes or disclosed to unauthorized persons.

Associates shall take appropriate steps to maintain the security and confidentiality of the information, whether displayed on the IT system or stored in paper form. Such steps include the safeguarding of system passwords and securing papers and files that contain Confidential Information. Associates should be at least as careful with the personal Confidential Information of others as they are with their own Confidential Information.

If an Associate has any question about whether a proposed recipient of personal Confidential Information is authorized or not, s/he should consult with his/her supervisor.

C. Protecting Proprietary Assets

GEC Associates have a duty to maintain and protect GEC's property. Associates must respect and care for GEC's assets, both tangible and intangible, including:

- GEC's building, office space, and equipment (such as fixtures, furniture, computer hardware, and supplies),
- any equipment that has been given to GEC, including by those doing or seeking to do business with GEC, and
- GEC's other resources (such as contact lists, files, reference materials and reports, computer software, data processing systems, and databases, and any paper or "soft" copies of them).

Associates may not remove any such property from GEC premises except (i) in order to perform responsibilities assigned to them as GEC Associates or (ii) when approved in advance by the President & CEO or a person specifically designated by her/him for this purpose.

To ensure that GEC maintains proper security, Associates must safeguard access to information, systems, and other proprietary assets by following the procedures established by the IT Division, including proper use and protection of passwords and taking other necessary precautions to guard access to GEC information.

Associates must comply with the restrictions on using, copying, or disclosing software and other materials that are owned by third parties and licensed or given to GEC. Unless it is specified in the applicable license agreement, Associates may not copy licensed software. Associates must limit their use of third-party software and other materials to GEC premises (unless the Associate is authorized by the head of the IT department to do otherwise), and Associates may use the software only in connection with GEC business. For purposes of the preceding sentence only, "GEC premises"

encompasses GEC technology resources used outside the office and the use of such resources via any remote access to GEC's network).

GEC's separately-distributed policies on use of technology resources (including computers, email, voice-mail, PDAs, software, and Internet access) are incorporated into this Code. In order to enforce this Code or for any other reasonable purpose, GEC reserves the right to access, monitor, copy, record, or disclose the use of any technology resource it provides to Associates.

D. Safeguarding Patents, Copyrights, and Other Intellectual Property Rights

As between GEC and its Associates and consultants, GEC owns all products that its Associates or consultants develop in connection with their work for GEC. GEC also owns (as between GEC and its Associates and consultants) the copyright, patent, trade secret, or proprietary right to Associates' or consultants' work products relating to or arising from GEC business. Work products include contact lists, designs, procedures, source codes, specifications, databases, software, plans, publications, documents, and other written materials.

To ensure that GEC's rights are fully protected in any work product, Associates must follow these guidelines:

- Unless s/he has permission ahead of time, s/he may not copy or remove from GEC premises any copyrighted software, documents, or other materials.
- Unless s/he obtains permission in advance, s/he may not give such materials to outsiders. Even if s/he receives such permission, the Associate should make sure that the outsiders have signed confidentiality agreements before giving them copies of such materials.
- Associates may not permit a contractor to create software or documents for GEC unless the contractor has signed a contract that determines who owns the copyright and who has other rights to the work product that will be created.
- Safely store the Associate's work product so that people who are not supposed to have it cannot get at it.

During the course of his/her job, an Associate may be required to sign agreements that assign to GEC all rights in the work products relating to or arising from GEC business that an Associate writes, conceives, or works on while s/he is employed by GEC. The Associate must sign such agreements for any work products that s/he develops as a result of his/her job and, if GEC requests, the Associate must help GEC (at GEC's expense) obtain and enforce its rights in any work product. GEC may also require an Associate to make a complete, written disclosure about any work products relating to or arising from GEC business that s/he worked on or thought of while working for GEC, whether s/he worked on them during normal work hours or at other times.

E. Being Cost Conscious

Each Associate is obligated to affirmatively assist in conserving GEC's resources so that GEC can optimize the dollars available to spend in direct pursuit of its mission. This includes (i) using all reasonable efforts to obtain materials and services of appropriate quality at the best possible price and (ii) using GEC resources responsibly, avoiding waste, inefficiency, or extravagance in GEC activities and operations. Associates should be at least as cost-conscious with GEC's resources as they are with their own.

F. Using GEC's Name and Assets; Media and Social Media

Unless an Associate has received prior permission from the President & CEO, s/he may not use GEC's name, logo or trademarks for any commercial purpose and may not use GEC's influence, funds, or other assets in connection with any outside activity. An Associate may not indicate or even imply that any connection exists between GEC and his/her outside commercial activities. In addition, Associates may use electronic means of communication supplied by GEC (such as e-mail and Internet access) only in accordance with the established GEC policies and procedures.

If a newspaper or other media asks to interview an Associate as a spokesperson for GEC, the Associate may not grant the interview unless s/he has received prior approval from the President & CEO or Chief Marketing Officer.

Any blog or other social media site that is managed by a GEC Associate on behalf of GEC, and any external comments or social media postings by a GEC Associate on behalf of GEC, shall be written, managed and/or approved by the Chief Marketing Officer or the President & CEO.

If an Associate writes letters to members of Congress or to political bodies, s/he must not indicate or even imply that s/he is speaking on behalf of GEC. If an Associate does write such letter, s/he may not use any GEC materials or services. (This restriction includes stationery, electronic letterhead, supplies, or mailroom and administrative support services).

In addition, if an Associate writes an article, book, social media posting or other document for publication, s/he should express only personal opinions. An Associate may never represent himself/herself as a spokesperson for GEC. If GEC is a subject of the content the Associate is creating, the Associate must be clear and open about the fact that s/he is an Associate and make it clear that his/her views do not represent those of GEC, fellow associates, members, customers, suppliers or people working on behalf of GEC. If an Associate does publish a blog or post online related to the work s/he does or subjects associated with GEC, s/he must make it clear that s/he is not speaking on behalf of GEC. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of GEC." Prior to publishing any document on GEC's behalf, an Associate must have the prior written approval of the President & CEO or Chief Marketing Officer.

G. Corporate Opportunities

All Board members, officers, and Associates are prohibited from: (1) taking for themselves personally opportunities related to GEC's business; (2) using GEC's property, information, or position for personal gain or for the benefit of family or friends; or (3) competing with GEC for business opportunities, *provided, however*, that this prohibition shall not apply if a determination is properly made that GEC will not pursue the opportunity in question; such determination shall be made (1) by the President & CEO, if disinterested, with respect to officers and Associates or (2) by the Chairman of the Board, if disinterested, with respect to Board members. If the President & CEO or Chairman is *not* disinterested with respect to the transaction in question, the foregoing determination shall be made by a majority of disinterested members of the Board.

H. Keeping Complete and Accurate Books and Records

GEC recognizes that financial reporting and an integrated system of internal controls are key responsibilities of GEC's management. GEC believes that periodic review of its financial status by its Board of Directors is essential and an integral part of its duties. GEC further recognizes that an annual independent examination and assessment of its finances under the supervision of its Board is a key element in maintaining its credibility and ensuring the safeguarding of our assets.

GEC has a responsibility to report at least quarterly to its Finance Committee and Board of Directors with respect to GEC's financial position and results of operations and cash flow in accordance with generally accepted accounting principles.

GEC has an integrated system of internal control, designed to provide reasonable assurances that it will attain: (i) effectiveness and efficiency of operation, including the safeguarding of assets; (ii) preparation of timely and reliable financial statements; and (iii) compliance with applicable laws and regulations.

Certain laws and regulations have established the following recordkeeping requirements that GEC follows:

- All of GEC's financial statements, books, and records must accurately reflect all transactions.
- GEC will promptly and properly record all disbursements and receipts of funds.
- Associates must never establish an undisclosed or unrecorded fund for any purpose.
- Associates must never make false or fictitious statements or entries for any purpose in GEC books and records.

Responsibility for complying with these requirements does not rest solely with GEC's accounting staff. *All* Associates who are involved in approving transactions, supplying

supporting documentation for transactions, or determining account classification of transactions must comply with these requirements.

Violations in this area could bring severe penalties to GEC as well as to Associates.

The President & CEO shall sign Internal Revenue Service Form 990 to attest to the accuracy and completeness of its contents as well as to the accuracy of financial reports utilized during the year and in preparation of the Form 990. The financial statements and Form 990 will not contain any untrue material statements or facts and will not be misleading in their presentation.

The Board of Directors has an Audit Committee that is directly responsible for the appointment, compensation, and oversight of the independent accounting firm GEC employs to conduct its annual audit. GEC's Audit Committee will determine at least every five years whether to issue a request for proposal to select a new independent accounting firm or whether the firm's engagement partner for GEC shall be changed. GEC's Audit Committee has established procedures for the receipt, retention, and treatment of complaints regarding accounting, internal controls, and auditing. The Audit Committee reports at least annually to the full Board of Directors.

GEC engages an independent accounting firm to conduct an annual examination of its financial statements. The independent accounting firm conducts its audit in accordance with generally accepted accounting and auditing standards. The auditors examine GEC's financial statements and internal controls and report to its Audit Committee on their examination and recommendations for changes in the financial statements, reporting practices, or internal controls.

As part of an independent accounting firm's annual audit of GEC's financial statements and its defined contribution and defined benefit plans, the President & CEO, Chief Financial Officer, and other Associates as appropriate shall attest to the auditors that the financial statements pertaining to each entity are materially correct, are in conformity with accounting principles generally accepted in the United States, do not contain any untrue material statements or facts, and are not misleading in their presentation.

IV. Contractor Relations

A. Gathering Information

Having information about existing or potential suppliers and others is often a necessary and valuable asset. Detailed information about practices, plans, and operating methods can affect an entity's successful handling of its business.

However, in dealing with non-public sources, Associates must observe the accepted standards of fair conduct and comply with applicable laws when they gather information about entities doing or seeking to do business with GEC. Accordingly, Associates must not seek information that would violate antitrust laws, court orders, laws that protect

proprietary data, laws that restrict access to information about government procurements, or confidential relationships between employers and Associates.

If an Associate improperly acquires data or acquires data that GEC is legally restricted from having, the Associate may be prosecuted or disrupt GEC's valued relations with its partners, suppliers, and others, and the Associate could cause GEC to be involved in litigation.

B. Negotiating and Pricing Contracts

Associates who negotiate contracts must ensure that GEC complies with all applicable laws, regulations, and provisions of existing contracts, including those that relate to contract pricing and proposal preparation. Associates must ensure that all statements, communications, and representations to those with whom GEC does business are truthful and accurate.

The Truth in Negotiations Act requires contractors who do business with the Federal government to submit current, accurate, and complete cost or pricing data to the government when they negotiate certain contracts. The intent of this law is to ensure that the Federal government has the benefit of all relevant factual information that is available to its contractors. In addition to submitting the data, contractors must explain the significance of important items and be able to certify the accuracy of the data. This requirement is significantly different from the requirements involved with commercial contracting.

C. Charging Costs

Contracts typically specify that the contractor will be reimbursed only for those costs that have been incurred in the performance of, or properly allocated to, a specific contract. Such provisions are routinely included in GEC's contracts with those providing goods or services to GEC. Participating in the mischarging costs is a serious offense and can result in criminal and financial penalties for GEC and the people involved.

GEC will not tolerate falsifying time reports or other cost records. To observe this policy, Associates must properly record all costs and charge to the appropriate accounts. In addition, Associates who are supervisors are held personally responsible for ensuring that Associates' time is recorded promptly and accurately.

Anyone who intentionally falsifies a time report or expense report commits a serious breach of trust and is subject to immediate termination of employment.

V. Other Guidelines

A. Complying With Anti-discrimination Laws; Dating Persons Served

It is GEC's explicit policy to hire, promote, compensate, and develop Associates according to their qualifications, performance, and potential, without discrimination as

required by applicable federal, state, or local law. Associate who are employees of GEC should refer to GEC's Associate Handbook for more information about this policy.

No Associate shall date someone who is currently a student at the charter school.

B. Complying With Environmental, Health, and Safety Laws

Associates shall create and maintain a safe working environment, observe all safety regulations, and exercise maximum care and good judgment. Associates shall take appropriate steps to prevent accidents from occurring and eliminate hazards likely to cause accidents. Should an accident occur, Associates must report it immediately to the Risk and Safety Manager.

GEC takes seriously and obeys the laws that relate to environmental protection, health, and safety, and expects all of its Associates and consultants to obey them as well. Because the rules and regulations that apply in this area are complex, Associates may have specific questions beyond the scope of what can feasibly be addressed in this Code. Associates who have questions should consult GEC's Risk and Safety Manager.

C. Complying With the Rules Against Substance Abuse

GEC prohibits the use, possession, distribution, transportation or sale of alcoholic beverages or drugs by Associates (other than those prescribed by a physician or sold over-the-counter) on its premises at any time or while representing GEC's interest, including driving for business purposes while under the influence of drugs or alcohol. Associate who are employees of GEC should refer to GEC's Associate Handbook for more information about this policy.

D. Witnessing Documents

Associates are not allowed to sign any document as a witness to the signature of any other Associate or any student without authorization from the President & CEO or his/her designee.

E. Participating in Government Investigations or Proceedings

GEC's policy is to cooperate with any appropriate government investigation, while at the same time protecting the legal rights of GEC and its Associates.

GEC is entitled to the safeguards established by law for the benefit of those who are under investigation, including representation of counsel from the very beginning of a proceeding. It is important that GEC's legal rights and the rights of its Associates are protected.

Accordingly, if a government investigator asks an Associate for an interview, seeks information or access to GEC's files, or tells an Associate that GEC or any Associate or consultant is being investigated, the Associate shall tell the investigator that s/he must refer the matter to GEC's General Counsel before participating in any interview. The Associate must then immediately notify GEC's General Counsel about the matter.

Associates should note that this requirement does not apply to routine dealings with the government, such as by GEC's accounting personnel in connection with routine audits.

In keeping with this policy, Associates must **never**

- destroy or alter any GEC documents in anticipation of a request for that document from a government agency or court;
- lie or make any misleading statement to a government investigator; or
- try to cause anyone to give false or misleading information to any government investigator or to destroy or conceal information that a government investigator requests.

An Associates must immediately tell his/her supervisor or GEC's General Counsel/Corporate Compliance Officer if s/he is involved in any other government proceeding (*i.e.*, judicial or legislative, including any administrative or regulatory hearing) as a witness, as an actual or prospective party or target, or for any other reason if the proceeding (i) in any way concerns GEC or a GEC Associate, consultant, or supplier or (ii) may call into question in any way the Associate's character or fitness.

Associates who are supervisors must tell GEC's General Counsel/Corporate Compliance Officer about any reports that they receive concerning these matters.

F. Communicating About GEC and Others

Associates must never make false or misleading remarks, orally or in writing, about GEC, those doing or seeking to do business with GEC, or its Associates.

VI. Administering this Code

A. Distributing the Code

Once each year, every member of the Board and all staff will be provided with a paper or electronic copy of this Code. This Code will be published in the Associate Handbook that is given to all new Associates.

B. Annual Certification

Once each year, every member of the Board and all staff shall sign a statement certifying: (a) they have received the Code; (b) that they have been informed of any

changes to the Code; (c) that they have complied with the Code during the past year, (d) that they will continue to comply with the Code; (e) that they have made all required disclosures; and (f) that they do not know of any unreported violations of the Code.

C. Conducting an Awareness Program

To ensure that all Associates understand and adhere to the Code, informational sessions will be conducted from time to time.

D. Seeking Approval

The Code and Policies require that Associates seek approval before they act in certain situations. In all such situations, the Associate must seek the appropriate review and *written* approval before taking action.

An Associate may act upon oral approval only in extraordinary circumstances when s/he does not have enough time to obtain prior written approval. In such cases, the officer who has the authority to approve the Associate's actions will promptly prepare a written memorandum to confirm that the Associate has approval to act. Officers who give any such written approval or confirmation or who make any determination relating to a request for such approval will forward a copy to the President & CEO and General Counsel & Corporate Compliance Officer.

E. Monitoring Compliance

1. Complying With the Code and Reporting Violations

All Associates share the responsibility to uphold the standards of this Code. Therefore, Associates should be alert to any action or omission in connection with their work that might violate those standards. Associates should affirmatively try to prevent any violation.

If an Associate has any information about any actual or contemplated action or omission that appears to violate the Code, s/he shall promptly report that information in accordance with GEC's Whistleblower Policy.

2. Cooperating with Investigations and Your Duty To Be Candid

After receiving a report of an alleged or potential violation of the Code, the General Counsel & Corporate Compliance Officer or Corporate Compliance Committee will investigate the situation, either directly or indirectly through people either may designate. They will take whatever actions are deemed appropriate to prevent or remedy violations. To prevent recurring violations, they will recommend appropriate corrective and/or disciplinary action to both the offending Associate's supervisor and to the appropriate officer.

GEC Associates have a duty to help GEC enforce both the letter and the spirit of the Code. Each Associate shall cooperate fully if and when called upon to provide information relevant to his/her own or others' compliance with the Code, including but not limited to cooperation with internal or external investigations concerning potential violation of the Code. Associates must be forthcoming with necessary information and must not withhold information from Committee members, from their designees, or from anyone who acts on GEC's behalf, including independent and internal auditors, attorneys, or compliance and security personnel.

3. Reporting Violations to the President & CEO and to the Board

At least once per year, the General Counsel & Corporate Compliance Officer will report to the President & CEO any violations of the Code and the corrective and disciplinary actions taken with respect to such violations. In turn, the President & CEO and the General Counsel & Corporate Compliance Officer will report to the Board of Directors any significant violations.

4. Failure To Report Code Violations or to Cooperate with Investigators

It is a violation of this Code for an Associate to (i) not report a Code violation to the appropriate person(s) or (ii) to not fully cooperate with investigators during an investigation.

5. Actions of Audit Staff

When GEC's internal or outside auditors conduct auditing activities, they will be continually alert to the requirements of the Code. The auditors shall describe any apparent violations of the Code in a confidential written report to the General Counsel & Corporate Compliance Officer.

F. Disciplinary Action for Violating the Code

1. Associates

All Associate (including supervisors and officers) who do not comply with the Code may have disciplinary action taken against them. Depending on the circumstances, GEC may do any or a combination of the following: reprimand the Associate; put the Associate on probation; suspend the Associate; demote the Associate; reduce his/her salary; eliminate or reduce his/her bonus; dismiss the Associate; refer him/her for criminal prosecution; or demand that s/he reimburse GEC for any losses or damages resulting from his/her violation, in accordance with applicable law.

2. Supervisors and Officers

Associates who are supervisors or officers have additional obligations and will be subject to disciplinary action if they know that anyone (i) is considering or plans to engage in conduct prohibited by the Code and do nothing to prevent it or (ii) has engaged in conduct prohibited by the Code and do not report it as required herein.

3. Additional Information for Everyone

In addition to potential disciplinary action by GEC, some Code violations may be serious enough to result in civil or criminal fines and/or imprisonment.

As with all matters involving investigations and discipline, GEC intends to be fair and to treat people with dignity. Associates who are accused of violating the Code will be given fair opportunity to explain their actions before any disciplinary action is taken.

GEC will also take disciplinary action against:

- anyone who deliberately fails to report a Code violation or who deliberately conceals or withholds relevant information about such violation;
- a violator's supervisor(s), to the extent that the circumstances of the violation reflect inadequate supervision or lack of diligence;
- any supervisor who directly or indirectly retaliates against a person who reports a violation of the Code;
- any supervisor who encourages anyone else to retaliate against a person who reports a violation of the Code; and
- anyone who knowingly accuses anyone else of violating the Code, knowing or having good reason to know such accusation to be false when made.

Associate should also note that violations of the Code are not the only basis for taking disciplinary action with respect to Associates. GEC also has certain other policies, procedures, and performance criteria that govern its Associates' actions. Questions

about any of these other policies, procedures, and criteria, should be discussed with the Associate's supervisor, the General Counsel & Corporate Compliance Officer or the Human Resources Department.

G. Interpreting and Amending the Code's Requirements

From time to time, the President & CEO or the General Counsel & Corporate Compliance Officer may issue memoranda that interpret the requirements of the Code or that explain relevant issues that arise under the Code. Such interpretations are deemed to be incorporated by reference in this Code. The President & CEO will approve in substance all amendments to the Code.

Definitions

Some terms used in this Code have specific meanings. When these special terms appear for the first time in the text, they are typically shown in *italics*. Those terms are presented in alphabetical order below:

business with GEC or GEC business – any activity undertaken (i) by or with GEC or on its behalf or (ii) by any individual, nonprofit entity, or for-profit entity working with GEC, employment by GEC or furnishing goods or services to GEC pursuant to contract or otherwise

business associate – any entity or individual with whom an Associate has a business relationship outside GEC, including but not limited to:

- any organization (other than GEC) of which the Associate is an officer or partner or is, directly or indirectly, the beneficial owner of 10% or more of any class of equity securities (a “10% beneficial owner”) and any other partner, officer, or 10% beneficial owner of any such organization; and
- any trust or other estate in which the Associate has a substantial beneficial interest (that is, more than a 10% beneficial interest in the trust’s property or its income) or which the Associate serves as a trustee or in a similar fiduciary capacity

close relative – an individual’s spouse or domestic partner; any parent, child, or sibling (including any father- , mother- , son- , daughter- , brother- , or sister-in-law); any other relative sharing the same residence with the individual

Code – GEC’s Code of Conduct

Committee – GEC’s Corporate Compliance Committee

confidential information or proprietary information –

- deliberations and decisions of GEC’s senior management or Board of Directors
- internal GEC memoranda, including but not limited to electronic communications (such as e-mail)
- policies and operating guidelines, manuals, and directives relating to internal rules, procedures, and practices
- personnel and medical records, compensation information, social security numbers, addresses, birth dates, salary information and other information relating to Associates or students, that is learned by an Associate through their essential job functions
- information about actual or prospective disputes or litigation

- financial and accounting transactions and related information, including but not limited to payments to vendors

Nothing in this Code is intended to or should be interpreted to prevent any GEC Associate from sharing information regarding wages, benefits or other conditions of employment with any other person, unless the Associate is sharing information that the Associate learned through their essential job functions.

consultant – an individual or entity that provides services to GEC as an independent contractor and who is reasonably expected to work at GEC’s offices for more than 60 days in a calendar year or earn more than \$50,000 in fees from GEC in a calendar year.

Consultants include any principal, stockholder, other owner or associate of, or partner in, any such business entity who is significantly involved in helping the entity to provide services to GEC. Lawyers, real estate agents and accountants, however, are not considered to be “consultants” because their professional behavior is covered by their own professional codes of conduct. The Corporate Compliance Officer may make a determination that an individual or business entity is exempt from the provisions of the Code.

copyright – a legal device that provides the owner the right to control how a creative work, such as a book, article, play, sculpture, or software, is used.

A copyright is comprised of a number of exclusive rights, including the right to make copies, authorize others to make copies, make derivative works, sell and market the work, and perform the work.

financial interest or **business interest** – an economic interest, including an interest as an owner, partner, stockholder, or holder of debt

government official or **government associate** – people who act in an official capacity for or on behalf of the United States, any foreign state, or any state, local, or other governmental unit, including any agency or instrument of any agency

intellectual property – intangible or tangible property that can be protected under federal or state law, including copyrightable works, ideas, discoveries, inventions, and trade secrets.

know or **have knowledge of** – with respect to a Code violation, knowing about a violation or having information that would lead a reasonable person to believe that a violation has occurred or is likely to occur

policy – any GEC policy governing the conduct of Board members, officers, Associates, directors, consultants, or contractors, including but not limited to the Conflict of Interests Policy, Whistleblower Policy, Document Retention Policy, etc.

political contribution – any direct or indirect expenditure or contribution in cash, property, or services, given to a political party, any candidate for nomination or election to public office, or any affiliate of a political party or candidate.

Political contributions include giving indirect assistance or support, such as furnishing goods, transportation, or equipment, or purchasing tickets or subscriptions to political fundraising events.

trademark – a word, phrase, logo, symbol, color, sound, or smell used by an organization to identify or brand a product and distinguish it from those of others

Adopted: _____, 2015

School Discipline Policy

The purpose of the Code of Student Conduct is to provide fair and reasonable rules and procedures to promote human development and to ensure that students do not engage in conduct that in any way interferes with the education of The Goodwill Excel Center students. If a student chooses to engage in any of the following behaviors, the student will receive a warning. After multiple warnings, the student may be asked to leave The Goodwill Excel Center campus.

- Respect for building, staff and students
 - Displaying any behavior that is disruptive to the orderly process of classroom instruction
 - Loitering
 - Cursing
 - Smoking near the entrance or within walk ways
 - Littering trash and/or cigarette butts anywhere on campus
- Attendance and Tardiness
 - Failing to attend class without a valid reason
 - Arriving more than 5 minutes late for class without contacting instructor and life coach in advance
 - Persistent tardiness to school or class
 - Leaving the classroom without permission
- Cell Phones
 - Answering phone calls in class
 - Cell phones not on silent/vibrate during class
 - Texting in class
- Dress Code
 - Clothing that reveals the breasts, midriff or butt area

Building Personal Responsibility at The Goodwill Excel Center:

The purpose of disciplinary action at The Goodwill Excel Center is to ensure that both individual students and the school community stay focused on growth and learning. Depending on the nature of the infraction and the student's past performance, any or all of the following consequences may be appropriate:

Student warning, oral or written:

Immediate resolution of the problem or issue is expected.

Participation in Instructional Program:

A student may be expected to: attend a course such as anger management, conflict resolution, peer mediation or stress reduction; participate in group or individual counseling, or attend other programs intended to redirect the student's perceptions and behavior.

Remuneration:

A student may be expected to perform service to correct or repair any damages or harm which may have resulted from the student's behavior.

The hearing officer or designee shall file a written charge with the School Director. If the School Director deems that there are reasonable grounds for expulsion, he or she shall appoint a Hearing Examiner.

Threats and Bodily Harm to Others

Threats, bullying and intimidation will not be tolerated at school or in connection with students, families and staff of The Goodwill Excel Center. Students will be subject to expulsion for verified acts which threaten, bully or intimidate others. Fighting will not be tolerated at school. A student who physically strikes another individual will be subject to expulsion.

Expulsion:

After a proper investigation and hearing, a student may be expelled when his or her behavior renders it appropriate. Poor attendance or repeated offenses can lead to expulsion.

When the school director or designee makes a recommendation for expulsion of students, the school director or designee may suspend the students until the conclusion of expulsion proceedings. This may occur if the school director believes that the students must be suspended immediately to prevent or substantially reduce the risk of:

- Interference with an educational function or school purposes or
- A physical injury to themselves, other students, school employees, or visitors to the school

Expulsion is mandatory for:

- Bringing, using, or possessing a weapon. Expulsion from school for a period of not less than one year shall be mandated for a student who is determined to have brought a firearm to school

Expulsion is recommended for:

- Theft or robbery as defined in DC code
- Commission of an act, which, if committed by an adult, would be first- or second-degree assault as defined in DC code
- The possession of a drug of controlled substance as defined in DC code
- Threats, bullying, and intimidation will not be tolerated at school or in connection with students, families, and staff of The Goodwill Excel Center. Students will be subject to expulsion for verified acts which threaten, bully or intimidate others.
- Fighting will not be tolerated at school. A student who physically strikes another individual will be subject to expulsion.

Progressive Discipline Standard Operating Procedures

Purpose:

- To assist the student in understanding that a performance problem and opportunity for improvement exists
- To assist the student in overcoming performance problems and satisfy Center expectations
- To prepare students for conduct that is expected in the workplace
- To provide students with opportunities for due process in disciplinary actions

Progressive Discipline Steps

Counseling / Restatement of Expectations	Counseling by the coach is the initial step to mentor or modify performance <ul style="list-style-type: none">• Meet with the student and affirm expectations regarding performance.• Discuss the performance deficit or behavioral concern.• Provide a timeline and resources for improvement.• Report consequences for no improvement.• Document in student file.
Verbal Reprimand	After an investigation, follow the procedure outlined above for the counseling process. Discuss previous informal efforts and the current problem. A note should be in the student's file documenting the verbal warning.
Written Reprimand	At this time, the coach or instructor may want to consult the Director. After an investigation, follow the procedure outlined above for the counseling process, with the exception of providing documentation to the staff person in the letter of reprimand. The letter should outline previous informal efforts and the current problem. Tools such as attendance improvement plans, behavior improvement plans and performance improvement plans can be used at this stage. These plans can be used at increments of 30, 60 and 90 days. Send copies of the signed letter and improvement plan to appropriate staff and to the student file. Student may be referred for a hearing after two written reprimands.
Short Suspension (or equivalent)	Fully investigate the concern, followed by discussion with the student. Summarize previous progressive discipline and the current problem, and specify the timeframe for suspension in writing. Identify further discipline and possible termination as a potential consequence for not meeting and maintaining standards for improvement. Provide copies as for the written reprimand. Student must have a hearing before returning to the Center. Record of progressive discipline must be submitted to the panel of staff/students sitting in on the hearing.
Long Suspension (or equivalent)	Fully investigate the concern, followed by discussion with the student. Summarize previous progressive discipline and the

	current problem, and specify the timeframe for suspension in writing Identify further discipline and possible termination as a potential consequence for not meeting and maintaining standards for improvement. Provide copies as for the written reprimand. Student must have a hearing before returning to the Center. Record of progressive discipline must be submitted to the panel of staff/students sitting in on the hearing.
Expulsion	Expulsion may be necessary when discipline is not successful in improving performance. The coach and/or instructor should review the performance history and record of progressive discipline with the Director. Schedule a final meeting to include the coach and/or instructor, director and the student at which a letter of expulsion is provided. All students receiving expulsion will be afforded a due process hearing.

Hearings:

Hearings should consist of two staff. They are responsible for determining guilt or innocence. They make recommendations for retention or expulsion to the Board. They can impose additional consequences/sanctions. The panel of staff/students will provide documentation of the hearing for the student's file. They are to notify the student of decisions made. They are also responsible for explaining the appeal process.

Discipline with Students with Disabilities:

In instances where students are over the age of 21, The Goodwill Excel Center will not need to continue to implement an IEP (which does not serve students over age 21) goals for students who are expelled and will not need to contract services for students who are expelled.

Nevertheless, The Goodwill Excel Center is aware that for students under age 21 who have IEPs, the following procedures will be used:¹

1. "School personnel may remove the student with a disability who violates the code of conduct from his or her current placement to an appropriate interim alternative educational setting (IAES), another setting, or suspension, for not more than 10 consecutive school days to the extent those alternatives are applied to students without disabilities.
2. School personnel may remove the student with a disability who violates the code of conduct from his or her current placement for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a CHANGE OF PLACEMENT.

¹"The Legal Framework for the Child-Centered Special Education Process," retrieved from <http://framework.esc18.net/display/Webforms/ESC18-FW-Summary.aspx?FID=154&DT=T&LID=en>

School personnel may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures that would be applied to students without disabilities, if:

- In the MANIFESTATION DETERMINATION review, the behavior that gave rise to the violation of the code of conduct is determined not to be a manifestation of the student's disability;
- SERVICES DURING PERIODS OF REMOVAL are provided to the student; and
- Notification of a CHANGE OF PLACEMENT is given to the student.

School personnel must provide the students removed to a disciplinary alternative education program with written notice of the school's obligation to provide the student with an opportunity to complete coursework required for graduation that: Includes information regarding all methods available for completing the coursework; and States that the methods available for completing the coursework are available at no cost to the student. School personnel may remove the student to an IAES without regard to whether the behavior is determined to be a manifestation of the student's disability, if: There are SPECIAL CIRCUMSTANCES; and The removal is for not more than 45 school days.”

Students will be removed from the school immediately for the same length of time as a student without an IEP is the expulsion is the result of drugs or bringing a weapon to school.

ADMINISTRATIVE AND BUSINESS SUPPORT SERVICES
AND SUBLICENSE AGREEMENT

THIS AGREEMENT by and between DAVIS MEMORIAL GOODWILL INDUSTRIES d/b/a GOODWILL OF GREATER WASHINGTON a District of Columbia nonprofit corporation (“GGW”), and THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL, an District of Columbia nonprofit corporation (“GEC”), is effective as of _____.

1. **Services.** GGW agrees to provide administrative and business support services to GEC as outlined in Exhibits A through G. Upon termination of this Agreement, GGW shall cease providing the services specified in Exhibits A through G, including but not limited to, (a) cessation of the President & CEO of GGW serving as the President & CEO of GEC; and (b) cessation of the VP, Workforce Development of GGW serving as the VP, Workforce Development (or similar senior leadership position) of GEC.

2. **Sublicense.** GGW and Goodwill Education Initiatives, Inc. (“GEI”) entered into a Licensing and Services Agreement effective November 11, 2014 (the “License”), pursuant to which GEI licensed to GGW certain intellectual property, including trademarks, related to the Excel Center Model for operating an adult charter school. A copy of the License is attached in Exhibit H. GGW hereby sublicenses to GEC the intellectual property included in the License subject to all the terms and conditions of the License. GEC agrees to abide by all of the terms and conditions of the License.

3. **Use of Goodwill Trademark.** GGW has the exclusive rights to use the Goodwill name and associated trademarks (the “Marks”) in GGW’s territory. GEC’s use of the Marks flows from GGW’s involvement in the operation of GEC pursuant to this Agreement. The Marks may only be used as instructed by GGW. In the event of termination of this Agreement, GEC shall immediately cease and desist from using the Marks. GEC acknowledges that all of GEC’s use of the Marks shall inure to the benefit of and be on behalf of GGW and Goodwill

Industries International, Inc., and that nothing in this Agreement shall give GEC any right, title or interest in the Marks.

4. **Payment.** In exchange for the services and sublicense provided by GGW to GEC, GEC shall pay GGW a management fee in the amount specified in Exhibit I. Payment by GEC shall occur no later than 30 days after the invoice date, unless otherwise agreed to by the parties. The scope of services and the amount of the management fee will be subject to annual review and modification by GGW and GEC.

5. **Term.** This Agreement shall begin as of the effective date hereof and shall end on the date that GEC's charter to operate a Public Charter School in the District of Columbia ends, unless earlier terminated.

6. **Termination.** In the event of a material breach of this Agreement by either party, the non-breaching party shall provide written notice of the breach to the breaching party. In the event that the breaching party does not cure or take adequate steps to cure the breach within 30 days of the date of notification, the Agreement shall terminate within 90 days of the date of notification.

GGW may terminate this Agreement at any time in the event of any of the following with respect to which GGW believes, in its sole discretion, that GEC has not taken adequate steps to cure following 30 days written notice from GGW: (a) GEC fails to obtain or maintain insurance of the types and in the amounts reasonably necessary for the operation of a charter school in the District of Columbia; (b) GEC files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or if a receiver is appointed for GEC or for GEC's business; (c) GEC is determined by the GGW board, in its reasonable discretion, to be insolvent; (d) GEC discontinues its operations; or (e) GEC's operations or outcomes are determined by the GGW board, in its reasonable judgment, to be inconsistent with the high standards of quality of GGW and its business.

GEC may terminate this Agreement at any time in the event of any of the following with respect to which GEC believes, in its sole discretion, that GGW has not taken adequate steps to

cure following 30 days written notice from GEC: (a) GGW fails to obtain or maintain insurance of the types and in the amounts reasonably necessary for the operation of its business; (b) GGW files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or if a receiver is appointed for GGW or for GGW's business; or (c) GGW discontinues its operations.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date set forth above.

DAVIS MEMORIAL GOODWILL INDUSTRIES

By: _____

Printed: _____

Its: _____

THE GOODWILL EXCEL CENTER,
PUBLIC CHARTER SCHOOL

By: _____

Printed: _____

Its: _____

EXHIBIT A – ACCOUNTING SERVICES

GGW agrees to provide accounting services to GEC in accordance with all applicable laws and regulations, including those established by the District of Columbia. GGW may, in its discretion, outsource accounting services. In the event third party services are procured by GGW, the costs and expenses of said services shall be passed through to GEC at cost. The accounting services may include, but are not limited to, the following:

1. Bookkeeping and financial reporting, including compliance with all statutory reporting requirements for charter schools in the District of Columbia.
2. Procurement of supplies, materials, and services, as requested by GEC.
3. Timely analysis, review and payment of invoices.
4. Billing and collection of amounts owed to GEC by third parties, including the District of Columbia, as well as students, parents and others for after care, extracurricular activities, and similar items.
5. Cash and investment management.
6. Establishment and enforcement of adequate internal accounting controls, including adequate segregation of duties.
7. Employee payroll and related services, including tax withholdings and payments.
8. Establishment and maintenance of corporate banking relationships, accounts, and related documentation, resolutions, depository arrangements, signatory authorizations, and account management services.
9. Procurement of insurance coverages.
10. Development and management of applicable budgets.
11. Other duties as requested by GEC and agreed to by GGW.

EXHIBIT B – INFORMATION TECHNOLOGY SERVICES

GGW agrees to provide information technology services to GEC in accordance with all applicable laws and regulations. GGW shall, in its discretion, outsource information technology services. In the event third party services are procured by GGW, the costs and expenses of said services shall be passed through to GEC at cost. GGW, in its discretion and upon consultation and agreement with GEC, may provide used equipment to GEC in order to be cost effective. Such equipment includes, but is not limited to, desktop and laptop computers, servers, switches, routers, hubs, cabling, printers, and fax machines. Information technology services may include, but are not limited to the following:

1. Logical Network Design – Based on curricular needs, design Windows network, including Active Directory structure, and user groups.
2. Physical Network Design – Based on curricular needs and in conjunction with the architects, design physical network configuration, including location of wiring closets, network drop locations, and power needs.
3. Server configuration – Based on curricular needs, configure servers to accommodate file storage, e-mail, and application needs.
4. Client PC configuration – Identify the number of PCs required and determine the appropriate configuration.
5. Design and set up the phone system, including automated attendant and voice mail.
6. Set up all teacher and student network accounts, including web-based communications.
7. Order, receive and set up computer and network hardware.
8. Order, receive and install server application software.
9. Order, receive and install printers, fax machines and phones.
10. Troubleshoot and resolve initial setup issues.
11. Perform routine maintenance on servers and client machines.
12. Provide help desk support for students, teachers and staff, resolving both hardware and software problems.
13. Install and support testing software.

EXHIBIT C – FACILITIES MAINTENANCE SERVICES

GGW agrees to provide facilities maintenance services to GEC in accordance with all applicable laws and regulations. GGW may, in its discretion, outsource facilities maintenance services. In the event third party services are procured by GGW, the costs and expenses of said services shall be passed through to GEC at cost. Facilities maintenance services may include, but are not limited to the following:

1. Routine housekeeping services (restroom, classroom, common areas).
2. Procurement of janitorial, facilities and housekeeping supplies.
3. Major floor maintenance including tile and carpet maintenance.
4. Minor maintenance operations including door repair, moving miscellaneous furniture, ceiling tile and light fixture bulb replacement.
5. Minor wall and floor surface maintenance.
6. Major and minor HVAC repair.
7. Coordination of other outside service needs, i.e. fire protection system service and repair.
8. Security and parking lot and traffic flow direction.
9. Development and execution of emergency preparedness plans in accordance with applicable laws and regulations.

EXHIBIT D – HUMAN RESOURCES SERVICES

GGW agrees to provide human resources services to GEC in accordance with all applicable laws and regulations. GGW may, in its discretion, outsource human resources services. In the event third party services are procured by GGW, the costs and expenses of said services shall be passed through to GEC at cost. Human resources services may include, but are not limited to the following:

1. Staff recruiting, including employment contract development and administration.
2. Staff training and development programs, including administration of continuing professional education, GEC-specific orientation and training programs, and performance evaluation systems.
3. Benefit plan design, vendor selection/negotiations, and ongoing administration.
4. Compensation design and administration.
5. Human resources policy development and interpretation.
6. Human resources practices, oversight and compliance, including coordination and execution of all required audits.
7. Ad hoc employee relations consulting and coordination with legal counsel as needed.
8. Personnel file maintenance for payroll, employment and benefits. These services shall be integrated with payroll services provided under Exhibit A – Accounting Services.
9. Coordination of professional development efforts, as needed.

EXHIBIT E – MARKETING SERVICES

GGW agrees to provide marketing services to GEC in accordance with all applicable laws and regulations. GGW may, in its discretion, outsource marketing services. In the event third party services are procured by GGW, the costs and expenses of said services shall be passed through to GEC at cost. Marketing services may include, but are not limited to the following:

1. Create and manage brand identities, including written and graphic elements. Develop key messages. Develop all printed materials for marketing purposes. Establish graphic standards. Establish a materials review process to ensure consistency and quality of message and presentation.
2. Plan and implement publicity and media relations strategies. Identify targeted media. Identify news stories and “angles.” Serve as the clearinghouse for media contact with operational and administrative staff. CMO of GGW will serve as the official spokesperson for GEC.
3. Create a web presence with contact information. Manage and update content. Establish appropriate links.
4. Integrate all aspects of marketing and development to ensure that all internal and external communications goals are pursued consistently and effectively. Create targeted informational strategies to key stakeholders
5. Plan and implement major special events. Establish checklists to allow GEC staff to plan and implement internal and small external events.
6. Develop processes for and support a student recruitment plan. Support the building of a grassroots referral constituency.
7. Develop materials and provide ongoing support to presentations and events.
8. Develop and support execution of a community outreach process. Coordinate efforts with recruitment.
9. Develop and manage student/parent satisfaction surveys.
10. Evaluate all strategies and compare them to agreed upon objectives. Develop ongoing plans as appropriate.

EXHIBIT F – DEVELOPMENT SERVICES

GGW agrees to provide development services to GEC in accordance with all applicable laws and regulations. GGW may, in its discretion, outsource development services. In the event third party services are procured by GGW, the costs and expenses of said services shall be passed through to GEC at cost. Development services may include, but are not limited to the following:

1. **Creation of The Case for Support** – create the message that will be the basis of all fundraising materials, grant proposals, major gift proposals, and in-kind gift requests.
2. **Grant Proposal Writing** - research, formulate, draft, and submit all foundation grant proposals, government contract applications, and any other written funding requests. The development staff will work with and make recommendations to GEC regarding the appropriateness, timing, and amount of all requests.
3. **Major Gift Solicitation** - coordinate and facilitate all major gift proposals to individuals and corporations. This includes determining the amount of the ask, identifying (sometimes in connection with a solicitation committee) the appropriate person or persons to make the ask, preparing proposal materials, coaching solicitors, debriefing solicitors, and following up with donors. GEC staff are encouraged to identify individuals or corporations with resources that are likely to be interested in the mission of GEC.
4. **In-Kind Gift Solicitation** – act as clearing house for all requests to corporations and individuals for in-kind gifts to the GEC schools.
5. **Gift Processing** - create and implement the process for recording, tracking, and acknowledging gifts, and maintain a separate database and mailing list for GEC.
6. **Solicitation of Gifts Through Direct Mail** - conduct any direct mail solicitation of gifts to support GEC.
7. **Fund Raising Events** - plan and conduct any fundraising events that are mutually identified by GEC and the development staff as timely and appropriate ways to raise dollars and generate interest in the mission of GEC.
8. **Evaluation** - conduct an annual evaluation of the fundraising efforts, set new goals, and determine strategies for the coming years.

EXHIBIT G – EXECUTIVE SERVICES

GGW agrees to provide executive services to GEC in accordance with all applicable laws and regulations. Executive services may include, but are not limited to the following:

1. GGW shall make its President & CEO available to serve as the Executive Director of GEC.
2. GGW shall make its Vice-President of WFD available to serve as a Vice-President of GEC, providing executive level management services.
3. GGW shall make its General Counsel & Corporate Compliance Officer available to provide legal and compliance services to GEC.

EXHIBIT H

LICENSING AND SERVICES AGREEMENT

THIS LICENSING AND SERVICES AGREEMENT (this "Agreement") is made and entered into as of November 11, 2014 (the "Effective Date") by and between GOODWILL EDUCATION INITIATIVES, INC., an Indiana non-profit corporation with its principal offices located at 1635 W. Michigan St., Indianapolis, IN 46222 ("Licensor"), and Davis Memorial Goodwill Industries d/b/a Goodwill of Greater Washington a Washington D.C. non-profit corporation with its principal offices located at 2200 South Dakota Ave NE, Washington D.C. 20018 ("Licensee") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Licensee desires to use Licensor's Intellectual Property, Know How, and Services in connection with the Licensee's operation of The Excel Center, an adult school to be located in (locations(s) (the "School") pursuant to the terms of this Agreement; and

WHEREAS, Licensor is able and willing to provide said services as hereinafter set forth, pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

i. "Confidential Information" means all information not generally known to the public, and not readily ascertainable through proper means by outsiders, including without limitation information constituting or comprising trade secrets and other Intellectual Property, private employee information, private student information, this Agreement, Licensed Content, Content Guidelines, or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Confidential Information does not include information (i) previously known by the Licensee, any of its officers, directors, employees, agents or representatives or (ii) disclosed to Licensee by any third person not under a duty not to disclose such information.

ii. "Content Guidelines" shall mean the Excel Center's content guidelines attached hereto as Appendix B, as may be amended or modified from time to time by Licensor.

iii. "Data Sharing Agreement" shall mean the Data Sharing and Access to License Agreement between Licensee and Indiana Network of Independent Schools, LLC attached hereto as Appendix E, as may be amended or modified from time to time by written agreement of Licensee and Indiana Network of Independent Schools, LLC.

iv. "Intellectual Property" shall mean the following subsisting throughout the world: (a) Patents; (b) Trademarks and all goodwill in the Trademarks; (c) copyrights, designs, data and database rights and registrations and applications for registration thereof, including moral rights of authors; (d) inventions, invention disclosures, statutory invention registrations, trade secrets and confidential business information,

Know-How, product processes, procedures and techniques, specifications, research and development information, formulae, financial, marketing and business data, pricing and cost information, business and marketing plans and strategies and customer and supplier lists and information, whether patentable or nonpatentable, whether copyrightable or noncopyrightable and whether or not reduced to practice; and (e) other proprietary rights relating to any of the foregoing.

v. "Know-How" shall mean all proprietary knowledge, information, and expertise, whether or not covered by any patent, patent application or future patent application, copyright, trade secret, other industrial or Intellectual Property rights, or other operation of law, including without limitation ideas, concepts, inventions, discoveries, data, samples, designs, formulas, specifications, procedures, protocols, and testing.

vi. "Licensed Content" shall mean (i) any and all Intellectual Property or Know How that Licensor makes available to Licensee; and (ii) any associated metadata, Intellectual Property or other information specifically included or incorporated in the foregoing. Licensed Content shall include, without limitation, the "EXCEL CENTER" trademark and related Trademarks, as well as curriculum maps, lesson plans, and other materials related to the Excel Center Model.

vii. "Licensing and Services Payment" shall mean the payment of compensation by Licensee for the Services and the Licensed Content pursuant to the schedule in Appendix C.

viii. "Patents" shall mean all patents, all filed or pending patent applications, patent disclosures, utility models, design registrations and certificates of invention and other governmental grants for the protection of inventions or industrial designs, including all related continuations, continuations-in-part, divisionals, reissues and reexaminations and foreign counterparts throughout the world.

ix. "Services" shall mean the services described on Appendix A.

x. "Technology Services" shall mean the Services related to the data warehouse and dashboards described in Section 4 of Appendix A.

xi. "Trademarks" means and includes all trademarks and service marks, trade names, trade dress, logos, symbols, proprietary indicia, Internet domain names, corporate names and doing business designations (and all translations, adaptations, derivations and combinations of the foregoing), whether registered, unregistered and/or under common law, and applications for registration of the foregoing, together with the goodwill associated therewith, throughout the world.

2. REPRESENTATIONS AND WARRANTIES.

i. Organization, Good Standing and Corporate Power. Licensor and Licensee hereby represent and warrant to each other that each is a corporation duly organized and validly existing and has all corporate power and authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute and perform its obligations under this Agreement.

ii. Compliance with Other Instruments and Laws. Licensor and Licensee hereby represent and warrant to each other that each is not in violation or default (a) of any judgment, order, writ or decree of any court or governmental entity, (b) under any agreement, instrument, contract, lease, note, indenture, mortgage or purchase order to which it is a party, or, (c) to its knowledge, of any provision of federal or state statute, rule or regulation materially applicable to it, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), set forth in Title 20 U.S. Code Section 1232(g) and its regulation at Title 34 CFR Part 99 (as amended). Further the Parties each hereby represent and warrant that the execution and performance of this Agreement will not result in any such violation or default, or constitute, with or without the passage of time and giving of notice, either (i) a default under any such judgment, order, writ, decree, agreement, instrument, contract, lease, note, indenture, mortgage or purchase order or (ii) an event which results in the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to it.

iii. Necessary Support. Licensee hereby represents and warrants that it will seek the necessary financial and community support to implement the Excel Center model as provided in this Agreement and that it will seek the necessary permits, licenses, authorizations and governmental approval to operate the School pursuant to the terms of this Agreement.

3. LICENSE GRANT AND RESTRICTIONS.

i. As of the Effective Date, and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-transferable, non-sublicenseable and non-exclusive license to use, reproduce and display the Licensed Content solely in connection with its use of the Excel Center model in the School. The Licensed Content shall only be used in compliance with the Content Guidelines. Licensor reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misuse of its Intellectual Property. Licensor shall fund the costs of prosecuting such claims against third parties for infringement or misuse of its Intellectual Property, and Licensee shall provide reasonable assistance to and cooperate with Licensor in connection therewith as may be necessary. If Licensor elects to initiate any action or proceeding in connection with the Licensed Content, it may do so in its own name alone or may elect to join Licensee as a party. In the event that Licensor joins Licensee as a party, Licensee shall not object to such joinder, provided, however, Licensor shall indemnify and hold Licensee harmless from and against any and all costs, expenses (including reasonable attorneys' fees), and liabilities that Licensee may incur in connection with such action or proceeding.

ii. Licensee expressly agrees and acknowledges that Licensor retains any and all right, title and interest in all of Licensor's Intellectual Property and other rights, including but not limited to the Licensed Content and Licensor's Trademarks and all components thereof, and that Licensee shall never directly or indirectly contest this ownership or the validity of Licensor's Intellectual Property. Licensee shall, at Licensor's expense, assist and cooperate with Licensor to perfect, enforce or acquire Licensor's rights, titles and interests in Licensor's Intellectual Property, and shall, at Licensor's expense, use its best efforts to protect Licensor's Intellectual Property and to report promptly to Licensor any infringement of any of Licensor's Intellectual Property of which it has become aware. The license granted herein is not intended to be (and shall not be construed as) an assignment, and nothing herein confers on

Licensee any right, title or interest in the Licensed Content other than the limited rights of usage in accordance with this Agreement.

iii. Licensee shall at no charge to Licensor provide Licensor with samples, copies or pictures of any and all goods, packaging, documentation, manuals, advertising, marketing or other materials that bear any of the licensed Trademarks or that Licensee intends to use or distribute in connection with the licensed Trademarks. Licensee agrees that the quality of any goods and services with which it uses the licensed Trademarks shall be comparable to the quality of goods and services with which Licensor uses the licensed Trademarks, including but not limited to Licensee's compliance with the Content Guidelines.

iv. In the event that (a) there is a claim or demand made against Licensor or Licensee with respect to any Licensed Content, or (b) there is a determination in any court of competent jurisdiction or by any other governing authority that Licensor lacks any necessary rights to Intellectual Property included in the Licensed Content, or (c) Licensor reasonably believes that it may be unable to obtain or maintain the right to use Intellectual Property included in the Licensed Content, or (d) Licensor reasonably believes that the use of Intellectual Property included in the Licensed Content could subject Licensor or Licensee to a claim for infringement or any other liability, Licensor may notify Licensee in writing that it is terminating or modifying Licensee's right to use the relevant Intellectual Property. In the event of such a notice of termination or modification, Licensee shall be permitted a reasonable period of time, not to exceed thirty (30) days, to comply with such notice. Within thirty (30) days after notification of the termination or modification of the Licensee's right to use any of the Licensed Content, Licensor shall either (a) replace the affected portion of the Licensed Content with new content; or (b) make an appropriate reduction in the Annual Fee. Licensee shall be solely responsible and liable for any claim, demand, penalty or damages arising from its continued use of any Intellectual Property after this period of time and shall indemnify and hold Licensor harmless from and against any and all costs, expenses (including reasonable attorneys' fees), and liabilities that Licensor might incur as a result of such continued use.

4. **ASSIGNMENT OF DERIVATIVE WORKS.** Licensee agrees to assign and hereby assigns to Licensor all Intellectual Property or other rights in any derivative works of, improvements in, or developments of the Licensed Content or other materials Licensor provides to Licensee related to the Excel Center model. Licensee agrees to include work-for-hire and assignment provisions in all employee or independent contractor contracts, and, with regard to employees who do not have an employment contract, to place work-for-hire and assignment provisions in Licensee's employee handbook, requiring individuals with access to the Licensed Content or other materials provided by Licensor related to the Excel Center model to assign all Intellectual Property or other rights in any derivative works of, improvements in, or developments of the Licensed Content or other materials Licensor provides to Licensee related to the Excel Center model to Licensor. Licensee and Licensor expressly agree that all derivative works, improvements and developments related to the Licensed Content or other materials Licensor provides to Licensee related to the Excel Center model that are copyrightable subject matter will be "works made for hire" for the benefit of Licensor under applicable law. Licensee waives any moral or attribution rights in any derivative works of, improvements in, or developments of the

Licensed Content or other materials Licensor provides to Licensee related to the Excel Center model. Licensee waives and/or assigns to Licensor, subject to any right of any governmental entity, all Intellectual Property or other rights to non-student specific data, scores, assessments or other information developed, compiled, collected, transmitted, aggregated or created for the School related to the Excel Center model or the Services described on Appendix A.

5. **SERVICES.** Licensee hereby engages Licensor on the terms and conditions hereinafter set forth to provide the Services to Licensee, and Licensor hereby agrees to provide the Services to Licensee. Licensee agrees and acknowledges that the Technology Services will be provided through Indiana Network of Independent Schools, LLC pursuant to and solely in compliance with the Data Sharing Agreement. Licensee agrees that the foregoing appointment is exclusive and that it will obtain Licensor's written consent prior to engaging any person or entity in connection with any services that are materially similar in any fashion to the Services (which consent may be withheld in the Licensor's sole discretion). Licensee agrees that Licensor shall have a right of first refusal to perform Services for any subsequent schools that use The Excel Center model or any of its Intellectual Property being contemplated by Licensee during the term of this Agreement, and shall provide Licensor with written notice of its intent to operate or manage any additional schools, including the locations, estimated enrollments, anticipated curricula and any other material features of the schools, at least 180 days prior to commencing such operation or management. Nothing in the foregoing shall be construed to limit Licensor from offering other services to Licensee, the School, or any other person or entity. Licensor agrees that during the term of this agreement and any subsequent or related agreements it will not license the Licensed Contents or provide the Services to any other entity operating in Licensee's Goodwill territory without written permission of Licensee. Furthermore, Licensor agrees that at no time will it license the Licensed Contents or provide the Services to any other entity operating in Licensee's Goodwill territory in violation of the Goodwill territory rules.
6. **LICENSEE OBLIGATIONS.**
 - i. Payment. Licensee shall be responsible for making the Licensing and Services Payment as described in Appendix C. If the Licensing and Services Payment is not paid in full within the timeframes established in Appendix C, without limiting Licensor's other remedies under this agreement or at law or in equity, Licensor reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.
 - ii. Operation and Minimum Requirements. Licensee acknowledges that it will be required to provide, at its own expense all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the School except for the materials and resources being provided by Licensor under this Agreement. Licensee will establish, operate and manage the School according to high ethical standards and consistent with the Content Guidelines. Licensee agrees that the School will meet the Content Guidelines and the minimum operating requirements set forth in Appendix D to this Agreement.
 - iii. Cooperation. Licensee shall cooperate with Licensor to ensure the successful implementation of the Excel Center model and use of the Licensed Content. Licensee

shall notify Licensor in writing prior to communicating with current employees or contractors of Licensor regarding potential employment, contracting, or any other business relationship. Licensee shall cooperate with Licensor in any transfer or use of Licensor's employees or contractors. Licensor shall notify Licensee in writing prior to communicating with current employees or contractors of Licensee regarding potential employment, contracting, or any other business relationship. Licensor shall cooperate with Licensee in any transfer or use of Licensee's employees or contractors.

iv. Data Sharing Agreement. Licensee and Indiana Network of Independent Schools, LLC shall execute the Data Sharing Agreement as of the Effective Date. Licensee shall comply with the provisions of the Data Sharing Agreement throughout the term of this Agreement.

v. Data Collection. Licensee shall facilitate the collection of performance information, records, statistics, reports and other data for use in evaluating the effectiveness of the School and other Excel Center schools, supporting grant applications and other financing, and conducting research and academic work. Licensee shall take all steps necessary to comply with applicable privacy, intellectual property and other laws and regulations, including without limitation FERPA, in the collection of any and all performance information, records, statistics, reports and other data and any transmission thereof, including without limitation transmission to Indiana Network of Independent Schools, LLC pursuant to the Data Sharing Agreement. Licensee hereby represents, warrants and covenants that its transmission and use of such performance information, records, statistics, reports and other data outside the scope of the Data Sharing Agreement will not violate any Intellectual Property rights or privacy requirements, including without limitation FERPA. Licensee agrees to indemnify and hold Licensor harmless with respect to any liability arising out of the use of such performance information, records, statistics, reports and other data.

vi. Provision of Materials. Licensee shall provide educational materials it develops related to the Licensed Content or the Excel Center model to Licensor. Licensee shall take all steps necessary to comply with applicable privacy, intellectual property and other laws and regulations in the creation and provision of such materials to Licensor and hereby represents, warrants and covenants that such data will not violate any Intellectual Property rights or privacy requirements. Licensee agrees to indemnify and hold Licensor harmless with respect to any liability arising out of the use of such materials.

7. TERM AND TERMINATION.

i. This Agreement shall be effective as of the Effective Date, continue for an initial term of five years, and automatically renew for additional one-year terms annually thereafter unless notice of non-renewal is provided by one Party to the other Party, no later than 90 days prior to the then current initial or renewal term, and subject to the termination provisions set forth herein. Between 120 and 150 days before the end of the then current initial or renewal term, Licensor shall send Licensee written notice that this Agreement will automatically renew for another year specifying the date on which it will automatically renew. If Licensor fails to send this reminder notice, this Agreement shall automatically renew on a month to month basis

unless written notice of non renewal is provided pursuant to Section 7 (iii) or Section 7 (iv)..

ii. In the event that Licensee's Board of Directors raises objections at its December, 2014 meeting to the concept of Licensee applying to open a charter school, Licensee shall have the right to terminate this Agreement within 30 days of that board meeting upon the payment to Licensor of a \$5,000 fee.

iii. Licensor may terminate this Agreement following its initial five-year term by notifying Licensee in a written notice of non-renewal no later than 90 days prior to the expiration of the initial five year term or any subsequent one-year term. Licensor may terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor with respect to any Licensed Content, at any time in the event of any of the following with respect to which Licensor believes Licensee has not taken adequate steps to cure following 30 days written notice from Licensor: (a) a breach by Licensee of this Agreement, (b) breach of a term or restriction applicable to the Licensed Content or to this Agreement, (c) if Licensee fails to obtain or maintain a sufficient comprehensive general liability insurance policy as defined by the District of Columbia Public Charter School Board, (d) if Licensee ceases to use the Licensed Content, or (e) if Licensee fails to maintain its tax exempt status under Internal Revenue Code 501(c)(3). . Licensee may terminate this Agreement at any time in the event of a breach by Licensor of this Agreement with respect to which Licensee believes Licensor has not taken adequate steps to cure following 30 days written notice from Licensee. Notwithstanding the foregoing, Licensor may immediately terminate this Agreement, including any license granted herein or rights granted by Licensor with respect to any Licensed Content, if Licensee (a) files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or if a receiver is appointed for Licensee or for Licensee's business; (b) discontinues its operations, (c) loses its charter,.

iv. Licensee may terminate this Agreement following its initial five-year term by notifying Licensor in a written notice of non-renewal no later than 90 days prior to the expiration of any subsequent one-year term. [Notwithstanding the foregoing, Licensee may immediately terminate this agreement if Licensee or any of its affiliates no longer maintain a charter for providing educational services in form and relevant substance similar to the Excel Center model.]

v. Upon termination of this Agreement, the license granted hereunder shall terminate immediately and Licensee shall, except as otherwise required by law, within 10 days permanently remove and destroy or otherwise make unavailable for future use all such Licensed Content and return to Licensor any property, including Intellectual Property, belonging to Licensor. No termination of this Agreement shall affect any accrued rights or obligations of either Party as of the effective date of such termination, nor shall it affect any rights or obligations of either Party that are intended by their nature to survive any such termination. In the event the Agreement is terminated by Licensor and Licensee continues to operate the School, the Parties shall negotiate in good faith for an agreement to cover a transition period that will allow Licensee a reasonable opportunity to replace the Licensed Content with content that does not infringe Licensor's rights with respect to the Licensed Content.

8. **SURVIVAL BEYOND TERMINATION.** Notwithstanding any expiration or termination of this Agreement, Licensee shall never directly or indirectly contest this ownership or the validity of Licensor's Intellectual Property and will continue to honor the Confidentiality (Section 12) provisions of this Agreement. For avoidance of doubt, the assignments and waivers in Section 4 of this Agreement are irrevocable and shall not be affected by any expiration or termination of this Agreement.
9. **AUTHORITY TO SUBCONTRACT.** Licensor may subcontract any function or service it is obligated to provide hereunder, provided, however, that no such subcontract shall relieve or discharge Licensor from any obligation or liability under this Agreement.
10. **AUTHORITY OF THE LICENSEE'S BOARD OF DIRECTORS.** Licensee and Licensor agree that no provision of this Agreement shall be construed to interfere with the duty of Licensee's Board of Directors (the "Board") to exercise its statutory, contractual, and fiduciary responsibilities in governing Licensee and overseeing the activities of Licensor conducted pursuant to this Agreement.
11. **INDEPENDENT CONTRACTOR.** The Parties hereto are independent contractors, and nothing in this Agreement shall be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties.
12. **CONFIDENTIALITY.** This Agreement creates a relationship of confidence and trust between the Parties with respect to any Confidential Information, as defined in this Agreement, which either Party learns in connection with this Agreement. Each Party hereby covenants and agrees that, except as expressly permitted by this Agreement or as required by law or the request of a government official, it will not at any time: (i) use Confidential Information of the other Party except as reasonably required to comply with the terms of this Agreement; or (ii) disclose Confidential Information of the other Party to any third party, without the prior written authorization of the other Party. Furthermore, without limiting the foregoing, each Party will at all times protect the other Party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. If either Party becomes legally required to disclose the other Party's Confidential Information, or any part thereof, then that Party will give the other Party prompt notice of such requirement, cooperate with the other Party to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, each Party will be entitled to seek an injunction restraining the other Party from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, that may be available to the affected party. Unless specifically identified for use and distribution outside of the School, all Licensed Content are deemed to be the Confidential Information of Licensor.
13. **LIMITATION OF LIABILITY.** In no event will Licensor's liability to Licensee arising out of or related to this Agreement or the license or the Services provided hereunder, whether based on an action or claim in contract or tort or otherwise, including negligence, strict liability, or warranty, exceed the compensation Licensor receives for the license or the Services provided under this Agreement during the most-recent 12-month period. In no event will Licensor be liable to Licensee for any indirect, incidental, special or consequential damages (including, without limitation, any

damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the license or the Services provided hereunder even if advised of the possibility of such damages.

LICENSOR REPRESENTS AND WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND THAT THE CURRICULUM MEETS THE REQUIREMENTS OF APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION, LICENSOR DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND LICENSOR DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **INDEMNIFICATION.** Notwithstanding the Limitation of Liability above, Licensor agrees to fully indemnify, defend and hold harmless Licensee and its affiliates, employees, agents and their respective successors and assigns from and against any and all losses, claims, assessments, demands, damages, liabilities, obligations, costs and expenses arising from third party claims (including such claims arising under any federal, state or other statutes, regulations, ordinances, or common law, together with reasonable attorneys' fees and costs) (collectively "Losses"), arising from or in connection with (i) breach of this Agreement by Licensor; and/or (ii) violation of any law or third party right by Licensor, including the Licensed Content's infringement of the Intellectual Property rights and/or any other right of any third party. Licensee agrees to fully indemnify, defend and hold harmless Licensor and its affiliates, employees, agents and their respective successors and assigns from and against any and all Losses arising from or in connection with (i) breach of this Agreement or the license by Licensee; and/or (ii) infringement of the Intellectual Property rights of third parties by Licensee other than through use of the Licensed Content.
15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to Indiana conflict of laws principles.
16. **SEVERABILITY.** Should any provision of this Agreement prove to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
17. **MODIFICATION OR AMENDMENT.** No amendment, change, or modification to this Agreement shall be valid unless it is in writing and signed by both Parties.
18. **ASSIGNMENT.** No Party may assign its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided however, that

Licensor may assign this Agreement and its rights and obligations hereunder to any successor to its business by merger or consolidation or to any person or entity acquiring substantially all of Licensor's assets.

19. **MERGER AND INTEGRATION.** This Agreement and exhibits attached hereto are the final understanding between the Parties and supersede all other agreements, negotiations and understandings, oral or written, between the Parties involved.
20. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the Parties.

(signature page to follow)

* * *

IN WITNESS WHEREOF, Licensee and Licensor have caused this Agreement to be executed as of the day and year first above written.

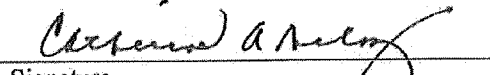
FOR LICENSOR


Signature

Scott Bess
President

11/12/14
Date

FOR LICENSEE


Signature

Catherine Meloy
President/CEO

11/12/14
Date

APPENDIX A: SERVICES

Services include Licensor's monitoring of the implementation of the Licensed Content through the School's educational programs, Head of School and staff, as well as a reasonable amount of assistance in connection with the administration of the School's business affairs, including the following. In all of the Services, Licensor will be not just consulting with Licensee, but will be actively working the process with Licensee.

1. New School Planning Assistance

- Hosted tours for leadership and planning team to existing Excel Center school
- Licensor providing materials describing the framework of the Excel Center model, principles and design elements
- Option to attend Excel Center annual conference with leadership from other schools
- Research DC charter school laws
- Assistance in preparing application for Charter
- Presence at interviews with Charter School Board and meetings prior to approval of Charter (Licensee to pay travel expenses)
- Licensor consultation in selecting School leadership and initial hiring
- Assessing School's proposed technology for compatibility
- Licensor meeting at School to assess commitment and capacity to implement

2. Start-Up Year Assistance (Year 1)

- Assistance in applying for federal startup grant(s)
- Licensor assists Licensee with the planning to open the School
- Licensor continues to consult with Licensee in hiring of Licensee's School leadership and educators
- Licensor assists in set up of Excel Center systems that will provide resources for school operations including working with state data system and mapping fields of state data system to Excel Center data warehouse
- Training on Excel Center systems
- Training on how to run an Excel Center according to the Excel Center model and best practices for implementing the model
- Providing curriculum maps and lesson plans based on the Excel Center model
- Participation in the annual Excel Center conference for School leadership and select teachers (no travel expenses)
- Ongoing support for School leadership on planning, teacher development, board development, and technology development and individually for each teacher on Excel Center practices and system
- Use and distribution of nationally-developed Excel Center marketing and promotional materials

3. Later Years

- Participation in the annual Excel Center conference for School leadership and select teachers (no travel expenses)

- Facilitating acquisition of Excel Center principles and practices, communication among teaching staff around subject, course or other support topics, and support for curriculum development
- Providing additional curriculum maps and lesson plans based on the Excel Center model
- Limited support and training on Excel Center systems
- Use and distribution of nationally-developed Excel Center marketing and promotional materials

4. **Technology Services Provided Pursuant to Data Sharing Agreement**

- Access and connections to and usage of the Excel Center data warehouse to accurately assess current performance and assist in future planning (one login per educator and administrator)
- Access to and usage of dashboard reports to track performance based on data uploaded to the Excel Center data warehouse through School's interoperable information technology
- Access to and usage of curriculum resources and lesson plans based on the Excel Center model
- Access to and usage of additional classroom materials and resources for teachers and administrators based on the Excel Center model

APPENDIX B: CONTENT GUIDELINES

Use of the Licensed Content under this Agreement shall comply with the following guidelines and quality control provisions (as modified from time to time by Licensor in its sole discretion):

1. All use of the Licensed Content licensed under this Agreement shall inure solely to the benefit of, and on behalf of, Licensor and Licensee during the term of this Agreement.
2. Licensee shall not use or apply to register any Intellectual Property that incorporates, includes, is a derivative of, or would tend to dilute any Licensor Intellectual Property without the prior written approval of Licensor. Licensee shall not apply for registration of any Licensor Trademark or for any Trademark or other designation that Licensor believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of any Licensor Trademark, including without limitation, "EXCEL CENTER."
3. Licensee shall not transfer, sublicense or permit any third party the right to use any of the Licensed Content, in whole or in part, without the prior written approval of the Licensor.
4. Licensee shall comply with, and be committed to, Licensor's standards and minimum operating requirements as defined in Appendix D.
5. Licensee agrees that the nature and quality of all educational activities undertaken at the School and in connection with the Licensed Content shall conform to the standards set by Licensor. Licensee agrees that these standards may include performance requirements related to enrollment, retention, credit attainment, state assessment performance, graduation, college and career readiness, school accountability, and other school-specific factors. Licensee agrees that Licensor may require quality control tests and standards of financial viability, and shall have the sole right to determine in its reasonable discretion whether the Licensee's use of the Licensed Content is satisfactory.
6. Licensee shall comply with all applicable laws relating to the implementation, performance, production, promotion or distribution of any products or services related to the School.
7. Licensee shall comply with all applicable laws relating to the privacy of its students' and teachers' data and information, including without limitation FERPA.
8. Licensor or its authorized representatives shall have the right, at any time and from time to time, to visit and inspect the School, and Licensee shall allow Licensor or its authorized representatives to review and observe Licensee's programs, budgets, procedures, operations and all educational activities undertaken at the School and in connection with the Licensed Content.
9. Licensee shall participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by Licensor. This evaluation team

will assess the quality of Licensee's academic program and its compliance with Licensor's standards and philosophy of education as set forth in the Licensed Content.

10. Licensee shall maintain complete records of its activities and allow Licensor or its designee to review and inspect such records to confirm Licensee's compliance with this Agreement.
11. Licensee shall collect and maintain data on the academic achievement level of its students sufficient to allow Licensor to evaluate the progress of these students and the effectiveness of the Licensee's educational activities, including maintaining an accurate and up-to-date record of student and teacher performance with information technology interoperable with and mapped to the Excel Center data warehouse. Said data shall include, but not be limited to, enrollment data, retention data, data on student credit attainment, graduation rates, college and career readiness data, appropriate and timely longitudinal data on the academic achievement level of its students using state-mandated criterion-referenced tests, commercially available standardized tests, and/or other similar assessment tools requested by Licensor, and state school accountability information. Licensee shall promptly record such data and test results in Excel Center systems and provide any and all of the above-referenced data and test results to Licensor upon availability and Licensor's request.
12. Licensee shall record, respond to and resolve any unsatisfactory reviews from the School's charter authorizer, and shall provide Licensor, upon request, with full information and access to documents relating to any such reviews.
13. Licensee shall record, respond to and resolve any complaints by students, teachers, or their representatives regarding all educational activities undertaken at the School and in connection with the Licensed Content, and shall provide Licensor, upon request, with full information and access to documents relating to any such complaints that are, or have been, subject to review by Licensee.
14. Licensee shall submit reasonable and necessary additional information related to all educational activities undertaken at the School and in connection with the Licensed Content to Licensor at its request, unless otherwise prohibited by law.
15. Licensee must promptly seek approval from Licensor for any proposed material change in its programs or educational activities, its use of the Licensed Content, or of any change in its governance.
16. Licensee shall promptly implement and follow school-improvement recommendations from Licensor.

Licensee shall be entitled to operate the School using the name "Goodwill Excel Center" unless doing so would jeopardize a Trademark of Licensor in which case Licensee shall be entitled to operate the School using the name "Excel Center Presented by Goodwill of Greater Washington" or "Excel Center Presented by Goodwill".

If Licensor determines, in its reasonable discretion, that Licensee has failed to comply with any of the above provisions, Licensor may notify Licensee and require it to take corrective and/or remedial action. Such notice and requirement may include any action that Licensor deems reasonably necessary for Licensee to comply with the provisions of this Agreement,

including but not limited to alterations or additions to all educational activities undertaken at the School and in connection with the Licensed Content, including the School's leadership and management structure. With respect to a determination by Licensor that Licensee does not comply with the provisions of this Agreement, Licensor will provide school-improvement recommendations and consultation, including performance goals to be met in the next school term. Upon a subsequent determination by Licensor that Licensee has not taken adequate steps to implement corrective action within two school terms, Licensor may recommend new School leadership or other structural changes to the School. Upon a determination by Licensor that Licensee has not taken adequate steps to implement corrective action within four school terms, Licensor may unilaterally terminate this Agreement.

APPENDIX C: PAYMENT SCHEDULE

Licensee shall pay Licensor Start-up Fees to assist in school opening and Annual Fees for each school year beginning in year 1 during the term of this Agreement as set forth below.

Start-up Fees: A total of \$50,000.

- \$25,000 will be payable within 30 days of the Effective Date of this Agreement
- \$25,000 will be payable within 30 days of the first day of school of the school's first year.

Annual Fees: During Year 1 of school operation, Licensee will pay an annual fee of \$65,000 in twelve equal monthly payments beginning the first month that the school is open for Year 1.

During Year 2 of school operation, Licensee will pay an annual fee of \$50,000 in twelve equal monthly payments beginning the first month that the school is open for Year 2.

If additional services beyond the scope of those listed in Appendix A are requested by Licensee, Licensor, with the prior approval of Licensee, will provide such services at an hourly rate of \$75, plus documented expenses.

Six months before the end of Year 2 of school operations, the Parties shall agree on the fees for the remaining years of the term of this Agreement.

APPENDIX D: MINIMUM OPERATING REQUIREMENTS

In addition to the requirements, representation and warranties contained in the Agreement, Licensee commits to meet the following minimum requirements for implementing the Excel Center model at the School.

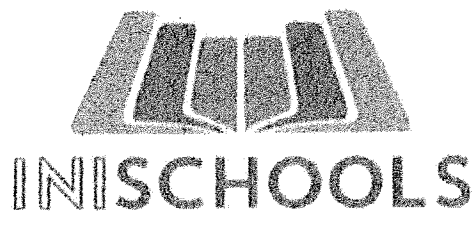
1. Facilities

- School facilities are physically separate from other schools, even if they share a single building. The school facilities must support the unique needs of the Excel Center students.
- School will provide on-site childcare for students who take care of young children, as long as it is feasible to do so in accordance with applicable law.
- The school has classroom space for face-to-face instruction.
- School has fully functioning information technology capable of stably interfacing with the Excel Center systems.
- School has an identified information technology point of contact responsible for implementing the Technology Services and support the School.

2. Instruction

- All courses will be based on the Excel Center model and comply with the Content Guidelines.
- Courses will meet all District of Columbia requirements.
- School will have a full-time school leader with staffing authority.
- School management will conduct regular data reviews to evaluate student performance, program effectiveness, and comparisons with other Excel Center schools.
- School management will rigorously evaluate staff and provide structured feedback to improve the staff's performance, including measures of student learning.
- School will have sufficient teachers and coaches for face-to-face student instruction, maintaining a student:teacher full-time employee ratio of no less than 60:1 and a student:staff full-time employee ratio of no less than 25:1.
- School will provide specific training to teachers and coaches on the Excel Center model.
- School will have a coaching program to identify student barriers and keep students engaged.
- School will provide time, facilities and staff necessary for weekly one-on-one meetings between students and staff.
- School will have a career and college transition center with staff sufficient to support students in career pathways, postsecondary education, and credentialing opportunities.
- School will provide a multi-day orientation for new students to learn about the School, its culture and its expectations.
- School terms will be eight-weeks long with fixed-length courses.

APPENDIX E: DATA ACCESS AGREEMENT



DATA SHARING AND ACCESS TO LICENSE AGREEMENT

This Data Sharing and Access to License Agreement ("Agreement") is entered into between Indiana Network of Independent Schools, LLC ("INISchools") and The Excel Center located in Washington, D.C. ("School"). INISchools and School may hereinafter be referred to as the "Parties."

RECITALS

WHEREAS, Licensee has entered into a Licensing and Services Agreement with Goodwill Education Initiatives, Inc. ("GEI"), the purpose of which is to set forth terms and conditions upon which GEI will assist Licensee with Licensee's operation of the School, with its administration of instruction; INISchools operates under GEI's nonprofit designation and provides services to schools such as School.

WHEREAS, the Parties wish to establish a relationship to increase the ability of School to analyze and interpret data to improve School's educational performance.

WHEREAS, the Family Educational Rights and Privacy Act ("FERPA"), set forth in Title 20 U.S. Code Section 1232(g) and its regulation at Title 34 CFR Part 99 (as amended in 2012), generally prohibits the disclosure of personally identifiable information without consent, subject to certain exceptions;

WHEREAS, the purpose of this Agreement is to share information between the Parties so that the Parties may conduct an evaluation of the State supported education program in a manner consistent with FERPA;

WHEREAS, the nature of School's request and research may include personally identifiable information of individual students;

WHEREAS, School is an "educational agency or institution" as contemplated by 34 CFR §99.31 34 CFR §99.31(a)(6);

WHEREAS, 34 CFR §99.31(a)(6)(i) permits educational agencies or institutions to distribute personally identifiable information to authorized representatives of organizations conducting studies for, or on behalf of, educational agencies or institutions;

WHEREAS, 34 CFR §99.31(a)(6)(v) provides that the term "organization" includes, but is not limited to, Federal, State, and local agencies, and independent organizations;

WHEREAS, INIschools is an "organization," as defined and contemplated by 34 CFR §99.31(a)(6)(v), for the purposes of this study and this Agreement;

WHEREAS, 34 CFR §99.31(a)(6)(iii)(A) requires information to be provided in a format that does not permit personal identification of parents or students by individuals other than employees, officers, or agents of the Parties;

WHEREAS, 34 CFR §99.31(a)(6)(iii)(B) provides that, if any Party that is allowed access to personally identifiable information does not destroy information pursuant to the terms of this Agreement, when no longer needed for the purposes for which the study was conducted, then that Party may be prohibited from access to future personally identifiable information from educational records for at least five (5) years, pursuant to 34 CFR §99.67(c);

WHEREAS, 34 CFR §99.31(a)(6)(iii)(C) requires that School enter into a written agreement with the organization that (1) specifies the purpose, scope, and duration of the study; (2) requires the organization to use the information provided only for the purposes specified in the written agreement; (3) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization; and (4) requires the organization to destroy the information provided pursuant to 34 CFR §99.31(a)(6)(iii)(B);

WHEREAS, School agrees to make information available to INIschools in the following format: file format transfer from School's school information system;

WHEREAS, School seeks to provide INIschools with such data for the purposes of research and evaluation of student attainment and improving School's educational instruction;

WHEREAS, The data provided to INIschools and any personally identifiable information contained therein and listed below, may hereinafter be referred to as the "data." The data requested by INIschools and provided by School is as follows:

All data residing in School's school information system.

WHEREAS, INIschools has entered into a licensing arrangement with Tableau for software to be employed in analyzing the data disclosed to INIschools and, as a condition of said licensing arrangement, must impose upon School terms and conditions of usage that are at least as restrictive as those terms and conditions as those imposed upon INIschools by Tableau.

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall take effect upon signature by the authorized representatives of the Parties, and shall remain in effect for the duration of the Licensing and Services Agreement.

II. RESPONSIBILITIES OF INISCHOOLS

1. INIschools agrees to use the data provided by School to conduct ongoing research to prepare analyses, reports and other information to assist School in improving educational instruction to the students it serves.
2. INIschools shall not commence any additional research or change the scope of research unless authorized in writing by School.
3. Pursuant to and only for the purposes asserted in this Agreement, INIschools agrees not to disclose or redisclose any personally identifiable information obtained, including de-identified information, in a manner that could identify, or reasonably lead to the identification of, an individual student, to any other individual, institution, organization, government, or entity, without the prior written consent of School. This includes data that may not have been provided in a personally identifiable format, but would still permit public identification of students due to small cell sizes (i.e., subgroups of 10 or fewer students). Such information and data elements may only be used in the aggregate or other manner consistent with generally accepted statistical principles that does not permit identification of students.
4. INIschools agrees to establish and maintain secure procedures, networks, and systems to ensure that all data obtained, processed, and/or transmitted under the terms of this Agreement, is stored in a secure facility that prevents further disclosure of data, including the interception, diversion, duplication, or other unauthorized access. Transmission of data must be by secure electronic systems and/or networks. INIschools agrees to establish and maintain secure procedures to ensure that access to the data is restricted to authorized INIschools personnel only.
5. INIschools agrees to maintain an appropriate firewall between all data obtained pursuant to this Agreement and all other data files that INIschools possesses.
6. School may seek to review or seek written assurances from INIschools, and INIschools agrees to permit School access to review or to provide written assurances regarding the use of data transmitted under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the data.
7. INIschools shall promptly, that is, within one (1) business day of learning, report to School any incidents in detail of any personally identifiable information received from School whose confidentiality was breached, released, or is believed to have been breached or released.
8. Pursuant to 34 CFR §99.31(6)(iii)(B), INIschools agrees to destroy all data, including de-identified information, received pursuant to this Agreement when it is no longer needed for the purpose for which it was obtained.
9. INIschools acknowledges that it may be required to submit to an audit of research and related access to records at their respective offices at all reasonable times during this Agreement and for one (1) year after the termination date.

10. INISchools agrees to provide School the following, thirty (30) days before publication: an abstract of conclusions and findings, a complete copy of publication(s), a summary of the data used, and the manner in which the data was used during research.
11. INISchools is required to designate a key person(s) responsible for the administration of this project. If the key person(s) leaves employment during the term of this Agreement, INISchools will provide a written statement as to the basis for this change, an alternative key person(s), and their qualifications for continuing the originally stated purpose.

Nothing in this section shall be construed to prevent INISchools from using the services of others to perform tasks under this Agreement. INISchools shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person(s) or others.

Key person(s) to this Agreement is/are: Jeffrey M. Lozer

III. TERMS OF ACCESS TO LICENSES

1. Subject to the restrictions herein, INISchools grants to School and School accepts a nonassignable, nontransferable, nonsublicensable and nonexclusive right to access one of its Tableau licenses. The following restrictions apply to such usage and the defined terms referenced herein may be found on the Tableau website at <http://mkt.tableausoftware.com/files/eula.pdf>.
2. School shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Tableau Software or Media Elements or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or Media Elements by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (b) distribute, sell, sublicense, rent, lease or use the Software, Media Elements or Sample Code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement; (c) remove any product identification, proprietary, copyright or other notices contained in the Software, Media Elements or Sample Code; (d) modify any part of the Software, Media Elements or Sample Code, create a derivative work of any part of the Software, Media Elements, or Sample Code, or incorporate the Software, Media Elements or Sample Code into or with other software, except to the extent expressly authorized in writing by Tableau; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software, Media Elements or Sample Code; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Tableau in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Tableau or through an Authorized Partner; (g) use the Software to develop a product which is competitive with any Tableau product offerings; (h) use the Software to develop a product that converts any Tableau file format to an alternative report file format used by any

general-purpose report writing, data analysis or report delivery product that is not the property of Tableau; or (i) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing.

3. Notwithstanding anything to the contrary contained herein, except for the limited access to license rights expressly provided herein, Tableau and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Sample Code, Media Elements, and all copies, modifications and derivative works thereof.
4. INIschools PROVIDES NO WARRANTY TO THE SOFTWARE THAT School WILL ACCESS. NEITHER INIschools NOR TABLEAU SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

IV. OWNERSHIP OF DOCUMENTS AND MATERIALS

School retains ownership of data throughout the term of this Agreement. Under no circumstance shall INIschools become owners, proprietors, or custodians of any personally identifiable information provided by School. School represents that it has full right and title to the student information residing on its school information system and that it is solely responsible for the accuracy of the data it enters into its school information system and its other systems which may be accessed by INIschools under the terms of this Agreement. School acknowledges that INIschools may use and aggregate data of School to provide benchmarking analyses to other INIschools clients with the understanding that INIschools will not identify School or that such data is that of School.

INIschools retains all right title and interest in the methods it employs to extract, convert and map data from School's student information system to the INIschools data warehouse and to the INIschools data warehouse and all configurations thereof. INIschools hereby grants to School the right to retrieve its data from the INIschools data warehouse during the term of this Agreement. The right shall be nonassignable, nontransferable and nonsublicensable without INIschools permission, which permission shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, INIschools asserts no right or title to the School's data, which shall remain the property of the School and shall at any time upon the written request of the School be purged from the INIschools data warehouse.

V. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

- A. Notices to School shall be sent to: Catherine Meloy
Goodwill of Greater Washington
2200 South Dakota Ave NE
Washington D.C. 20018
- B. Notices to INISchools shall be sent to: Jeffrey M. Lozer
1635 W. Michigan Street
Indianapolis, IN 46222

Notwithstanding anything in this Agreement to the contrary, the Parties agree to indemnify and defend one another and hold any of the other party's affiliate companies, officers, directors, agents and employees, free and harmless from and against all claims, costs, liabilities, judgments, damages, settlements and expenses (including reasonable attorneys' fees and costs) arising out of or related to a third party's claim based upon the indemnifying party's:

- A. Breach of any of its specific representations made in this Agreement;
- B. Failure to comply in any material respect with any applicable law, statute, ordinance, administrative order, rule or regulation;
- C. Claimed infringement or violation of any U.S. copyright, patent, trademark or other intellectual property right of any third party; or
- D. Failure to maintain the confidentiality of data provided by the other party.

Notwithstanding anything in this Agreement to the contrary, in the event that the data warehouse (including Tableau or any other entity hosting the data) is breached or there is reasonable basis to believe that it has been breached, INISchools shall:

- A. Indemnify, defend and hold harmless School and any of School's officers, directors, agents and employees from and against all claims, costs, liabilities, judgments, damages, fines, penalties, settlements and other expenses (including reasonable attorneys' fees and costs) arising out of or related to a claim or demand by any student of School or governmental entity.
- B. Reimburse School any expenses, including reasonable attorneys' fees, incurred in investigating the breach or complying with any notice requirement imposed by law.
- C. Reimburse School any expenses incurred in establishing a call center or providing credit monitoring services to potentially affected students of School.

As a material inducement for School to enter into this Agreement, INIschools represents and warrants to School that at all times during the term of this Agreement beginning at least 14 days before School begins sending student data to the data warehouse:

- A. INIschools applies all patches to its network on a regular basis, consistent with industry standards.
- B. All social security numbers maintained in the data warehouse are encrypted at all times.
- C. INIschools meets or exceeds all generally accepted standards in its industry for securing personal data.
- D. INIschools will not permit social security numbers or any other personally identifiable information or data of School's students in any form other than aggregate form to be downloaded to, accessed from or otherwise placed upon a laptop computer or removable storage device except as directed in writing by School.

INIschools shall at all times during the term of this Agreement beginning at least 14 days before School begins sending student data to the data warehouse maintain the following insurance:

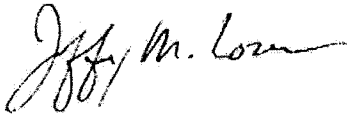
- A. Commercial General Liability including premises-operations, independent contractors, completed operations, broad form property damage, personal injury and blanket contractual liability with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance may be carried under a blanket policy, but must be primary insurance for INIschools.
- B. Umbrella liability with limits not less than \$2,000,000 each occurrence and in the aggregate.
- C. Property insurance to cover INIschools' equipment and supplies.
- D. "Cyber Insurance" including network security liability and broad form privacy liability covering privacy event expenses, privacy regulatory proceedings and network extortion expenses, with limits of liability of not less than \$2,000,000.

The foregoing policies shall include School as an additional insured and contain a provision that coverages afforded under the policies shall not be cancelled, materially changed or not renewed until at least thirty (30) days prior written notice has been given to Customer by Certified Mail, Return Receipt Requested.

Certificates of Insurance showing the required coverage to be in force shall be provided to School 14 days before School begins sending student data to the data warehouse and annually as requested by Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the year and date indicated, with the effective date being the date of the most recent signature.

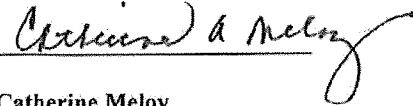
Indiana Network of Independent Schools, LLC

By: 

Jeffrey M. Lozer

Date: 11/12, 2014

Goodwill of Greater Washington

By: 

Catherine Meloy
President/CEO

Date: 11/12/14

EXHIBIT I

Goodwill Excel Center

291-The Goodwill Excel Cente

LICENSING AND SERVICES AGREEMENT

THIS LICENSING AND SERVICES AGREEMENT (this "Agreement") is made and entered into as of November 11, 2014 (the "Effective Date") by and between GOODWILL EDUCATION INITIATIVES, INC., an Indiana non-profit corporation with its principal offices located at 1635 W. Michigan St., Indianapolis, IN 46222 ("Licensor"), and Davis Memorial Goodwill Industries d/b/a Goodwill of Greater Washington a Washington D.C. non-profit corporation with its principal offices located at 2200 South Dakota Ave NE, Washington D.C. 20018 ("Licensee") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Licensee desires to use Licensor's Intellectual Property, Know How, and Services in connection with the Licensee's operation of The Excel Center, an adult school to be located in (location(s) (the "School") pursuant to the terms of this Agreement; and

WHEREAS, Licensor is able and willing to provide said services as hereinafter set forth, pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

i. "Confidential Information" means all information not generally known to the public, and not readily ascertainable through proper means by outsiders, including without limitation information constituting or comprising trade secrets and other Intellectual Property, private employee information, private student information, this Agreement, Licensed Content, Content Guidelines, or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Confidential Information does not include information (i) previously known by the Licensee, any of its officers, directors, employees, agents or representatives or (ii) disclosed to Licensee by any third person not under a duty not to disclose such information.

ii. "Content Guidelines" shall mean the Excel Center's content guidelines attached hereto as Appendix B, as may be amended or modified from time to time by Licensor.

iii. "Data Sharing Agreement" shall mean the Data Sharing and Access to License Agreement between Licensee and Indiana Network of Independent Schools, LLC attached hereto as Appendix E, as may be amended or modified from time to time by written agreement of Licensee and Indiana Network of Independent Schools, LLC.

iv. "Intellectual Property" shall mean the following subsisting throughout the world: (a) Patents; (b) Trademarks and all goodwill in the Trademarks; (c) copyrights, designs, data and database rights and registrations and applications for registration thereof, including moral rights of authors; (d) inventions, invention disclosures, statutory invention registrations, trade secrets and confidential business information,

Know-How, product processes, procedures and techniques, specifications, research and development information, formulae, financial, marketing and business data, pricing and cost information, business and marketing plans and strategies and customer and supplier lists and information, whether patentable or nonpatentable, whether copyrightable or noncopyrightable and whether or not reduced to practice; and (e) other proprietary rights relating to any of the foregoing.

v. “Know-How” shall mean all proprietary knowledge, information, and expertise, whether or not covered by any patent, patent application or future patent application, copyright, trade secret, other industrial or Intellectual Property rights, or other operation of law, including without limitation ideas, concepts, inventions, discoveries, data, samples, designs, formulas, specifications, procedures, protocols, and testing.

vi. “Licensed Content” shall mean (i) any and all Intellectual Property or Know How that Licensor makes available to Licensee; and (ii) any associated metadata, Intellectual Property or other information specifically included or incorporated in the foregoing. Licensed Content shall include, without limitation, the “EXCEL CENTER” trademark and related Trademarks, as well as curriculum maps, lesson plans, and other materials related to the Excel Center Model.

vii. “Licensing and Services Payment” shall mean the payment of compensation by Licensee for the Services and the Licensed Content pursuant to the schedule in Appendix C.

viii. “Patents” shall mean all patents, all filed or pending patent applications, patent disclosures, utility models, design registrations and certificates of invention and other governmental grants for the protection of inventions or industrial designs, including all related continuations, continuations-in-part, divisionals, reissues and reexaminations and foreign counterparts throughout the world.

ix. “Services” shall mean the services described on Appendix A.

x. “Technology Services” shall mean the Services related to the data warehouse and dashboards described in Section 4 of Appendix A.

xi. “Trademarks” means and includes all trademarks and service marks, trade names, trade dress, logos, symbols, proprietary indicia, Internet domain names, corporate names and doing business designations (and all translations, adaptations, derivations and combinations of the foregoing), whether registered, unregistered and/or under common law, and applications for registration of the foregoing, together with the goodwill associated therewith, throughout the world.

2. REPRESENTATIONS AND WARRANTIES.

i. Organization, Good Standing and Corporate Power. Licensor and Licensee hereby represent and warrant to each other that each is a corporation duly organized and validly existing and has all corporate power and authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute and perform its obligations under this Agreement.

ii. Compliance with Other Instruments and Laws. Licensor and Licensee hereby represent and warrant to each other that each is not in violation or default (a) of any judgment, order, writ or decree of any court or governmental entity, (b) under any agreement, instrument, contract, lease, note, indenture, mortgage or purchase order to which it is a party, or, (c) to its knowledge, of any provision of federal or state statute, rule or regulation materially applicable to it, including without limitation the Family Educational Rights and Privacy Act (“FERPA”), set forth in Title 20 U.S. Code Section 1232(g) and its regulation at Title 34 CFR Part 99 (as amended). Further the Parties each hereby represent and warrant that the execution and performance of this Agreement will not result in any such violation or default, or constitute, with or without the passage of time and giving of notice, either (i) a default under any such judgment, order, writ, decree, agreement, instrument, contract, lease, note, indenture, mortgage or purchase order or (ii) an event which results in the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to it.

iii. Necessary Support. Licensee hereby represents and warrants that it will seek the necessary financial and community support to implement the Excel Center model as provided in this Agreement and that it will seek the necessary permits, licenses, authorizations and governmental approval to operate the School pursuant to the terms of this Agreement.

3. LICENSE GRANT AND RESTRICTIONS.

i. As of the Effective Date, and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-transferable, non-sublicenseable and non-exclusive license to use, reproduce and display the Licensed Content solely in connection with its use of the Excel Center model in the School. The Licensed Content shall only be used in compliance with the Content Guidelines. Licensor reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misuse of its Intellectual Property. Licensor shall fund the costs of prosecuting such claims against third parties for infringement or misuse of its Intellectual Property, and Licensee shall provide reasonable assistance to and cooperate with Licensor in connection therewith as may be necessary. If Licensor elects to initiate any action or proceeding in connection with the Licensed Content, it may do so in its own name alone or may elect to join Licensee as a party. In the event that Licensor joins Licensee as a party, Licensee shall not object to such joinder, provided, however, Licensor shall indemnify and hold Licensee harmless from and against any and all costs, expenses (including reasonable attorneys' fees), and liabilities that Licensee may incur in connection with such action or proceeding.

ii. Licensee expressly agrees and acknowledges that Licensor retains any and all right, title and interest in all of Licensor's Intellectual Property and other rights, including but not limited to the Licensed Content and Licensor's Trademarks and all components thereof, and that Licensee shall never directly or indirectly contest this ownership or the validity of Licensor's Intellectual Property. Licensee shall, at Licensor's expense, assist and cooperate with Licensor to perfect, enforce or acquire Licensor's rights, titles and interests in Licensor's Intellectual Property, and shall, at Licensor's expense, use its best efforts to protect Licensor's Intellectual Property and to report promptly to Licensor any infringement of any of Licensor's Intellectual Property of which it has become aware. The license granted herein is not intended to be (and shall not be construed as) an assignment, and nothing herein confers on

Licensee any right, title or interest in the Licensed Content other than the limited rights of usage in accordance with this Agreement.

iii. Licensee shall at no charge to Licensor provide Licensor with samples, copies or pictures of any and all goods, packaging, documentation, manuals, advertising, marketing or other materials that bear any of the licensed Trademarks or that Licensee intends to use or distribute in connection with the licensed Trademarks. Licensee agrees that the quality of any goods and services with which it uses the licensed Trademarks shall be comparable to the quality of goods and services with which Licensor uses the licensed Trademarks, including but not limited to Licensee's compliance with the Content Guidelines.

iv. In the event that (a) there is a claim or demand made against Licensor or Licensee with respect to any Licensed Content, or (b) there is a determination in any court of competent jurisdiction or by any other governing authority that Licensor lacks any necessary rights to Intellectual Property included in the Licensed Content, or (c) Licensor reasonably believes that it may be unable to obtain or maintain the right to use Intellectual Property included in the Licensed Content, or (d) Licensor reasonably believes that the use of Intellectual Property included in the Licensed Content could subject Licensor or Licensee to a claim for infringement or any other liability, Licensor may notify Licensee in writing that it is terminating or modifying Licensee's right to use the relevant Intellectual Property. In the event of such a notice of termination or modification, Licensee shall be permitted a reasonable period of time, not to exceed thirty (30) days, to comply with such notice. Within thirty (30) days after notification of the termination or modification of the Licensee's right to use any of the Licensed Content, Licensor shall either (a) replace the affected portion of the Licensed Content with new content; or (b) make an appropriate reduction in the Annual Fee. Licensee shall be solely responsible and liable for any claim, demand, penalty or damages arising from its continued use of any Intellectual Property after this period of time and shall indemnify and hold Licensor harmless from and against any and all costs, expenses (including reasonable attorneys' fees), and liabilities that Licensor might incur as a result of such continued use.

4. **ASSIGNMENT OF DERIVATIVE WORKS.** Licensee agrees to assign and hereby assigns to Licensor all Intellectual Property or other rights in any derivative works of, improvements in, or developments of the Licensed Content or other materials Licensor provides to Licensee related to the Excel Center model. Licensee agrees to include work-for-hire and assignment provisions in all employee or independent contractor contracts, and, with regard to employees who do not have an employment contract, to place work-for-hire and assignment provisions in Licensee's employee handbook, requiring individuals with access to the Licensed Content or other materials provided by Licensor related to the Excel Center model to assign all Intellectual Property or other rights in any derivative works of, improvements in, or developments of the Licensed Content or other materials Licensor provides to Licensee related to the Excel Center model to Licensor. Licensee and Licensor expressly agree that all derivative works, improvements and developments related to the Licensed Content or other materials Licensor provides to Licensee related to the Excel Center model that are copyrightable subject matter will be "works made for hire" for the benefit of Licensor under applicable law. Licensee waives any moral or attribution rights in any derivative works of, improvements in, or developments of the

Licensed Content or other materials Licensor provides to Licensee related to the Excel Center model. Licensee waives and/or assigns to Licensor, subject to any right of any governmental entity, all Intellectual Property or other rights to non-student specific data, scores, assessments or other information developed, compiled, collected, transmitted, aggregated or created for the School related to the Excel Center model or the Services described on Appendix A.

5. **SERVICES.** Licensee hereby engages Licensor on the terms and conditions hereinafter set forth to provide the Services to Licensee, and Licensor hereby agrees to provide the Services to Licensee. Licensee agrees and acknowledges that the Technology Services will be provided through Indiana Network of Independent Schools, LLC pursuant to and solely in compliance with the Data Sharing Agreement. Licensee agrees that the foregoing appointment is exclusive and that it will obtain Licensor's written consent prior to engaging any person or entity in connection with any services that are materially similar in any fashion to the Services (which consent may be withheld in the Licensor's sole discretion). Licensee agrees that Licensor shall have a right of first refusal to perform Services for any subsequent schools that use The Excel Center model or any of its Intellectual Property being contemplated by Licensee during the term of this Agreement, and shall provide Licensor with written notice of its intent to operate or manage any additional schools, including the locations, estimated enrollments, anticipated curricula and any other material features of the schools, at least 180 days prior to commencing such operation or management. Nothing in the foregoing shall be construed to limit Licensor from offering other services to Licensee, the School, or any other person or entity. Licensor agrees that during the term of this agreement and any subsequent or related agreements it will not license the Licensed Contents or provide the Services to any other entity operating in Licensee's Goodwill territory without written permission of Licensee. Furthermore, Licensor agrees that at no time will it license the Licensed Contents or provide the Services to any other entity operating in Licensee's Goodwill territory in violation of the Goodwill territory rules.

6. **LICENSEE OBLIGATIONS.**

- i. **Payment.** Licensee shall be responsible for making the Licensing and Services Payment as described in Appendix C. If the Licensing and Services Payment is not paid in full within the timeframes established in Appendix C, without limiting Licensor's other remedies under this agreement or at law or in equity, Licensor reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.
- ii. **Operation and Minimum Requirements.** Licensee acknowledges that it will be required to provide, at its own expense all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the School except for the materials and resources being provided by Licensor under this Agreement. Licensee will establish, operate and manage the School according to high ethical standards and consistent with the Content Guidelines. Licensee agrees that the School will meet the Content Guidelines and the minimum operating requirements set forth in Appendix D to this Agreement.
- iii. **Cooperation.** Licensee shall cooperate with Licensor to ensure the successful implementation of the Excel Center model and use of the Licensed Content. Licensee

shall notify Licensor in writing prior to communicating with current employees or contractors of Licensor regarding potential employment, contracting, or any other business relationship. Licensee shall cooperate with Licensor in any transfer or use of Licensor's employees or contractors. Licensor shall notify Licensee in writing prior to communicating with current employees or contractors of Licensee regarding potential employment, contracting, or any other business relationship. Licensor shall cooperate with Licensee in any transfer or use of Licensee's employees or contractors.

iv. Data Sharing Agreement. Licensee and Indiana Network of Independent Schools, LLC shall execute the Data Sharing Agreement as of the Effective Date. Licensee shall comply with the provisions of the Data Sharing Agreement throughout the term of this Agreement.

v. Data Collection. Licensee shall facilitate the collection of performance information, records, statistics, reports and other data for use in evaluating the effectiveness of the School and other Excel Center schools, supporting grant applications and other financing, and conducting research and academic work. Licensee shall take all steps necessary to comply with applicable privacy, intellectual property and other laws and regulations, including without limitation FERPA, in the collection of any and all performance information, records, statistics, reports and other data and any transmission thereof, including without limitation transmission to Indiana Network of Independent Schools, LLC pursuant to the Data Sharing Agreement. Licensee hereby represents, warrants and covenants that its transmission and use of such performance information, records, statistics, reports and other data outside the scope of the Data Sharing Agreement will not violate any Intellectual Property rights or privacy requirements, including without limitation FERPA. Licensee agrees to indemnify and hold Licensor harmless with respect to any liability arising out of the use of such performance information, records, statistics, reports and other data.

vi. Provision of Materials. Licensee shall provide educational materials it develops related to the Licensed Content or the Excel Center model to Licensor. Licensee shall take all steps necessary to comply with applicable privacy, intellectual property and other laws and regulations in the creation and provision of such materials to Licensor and hereby represents, warrants and covenants that such data will not violate any Intellectual Property rights or privacy requirements. Licensee agrees to indemnify and hold Licensor harmless with respect to any liability arising out of the use of such materials.

7. TERM AND TERMINATION.

i. This Agreement shall be effective as of the Effective Date, continue for an initial term of five years, and automatically renew for additional one-year terms annually thereafter unless notice of non-renewal is provided by one Party to the other Party, no later than 90 days prior to the then current initial or renewal term, and subject to the termination provisions set forth herein. Between 120 and 150 days before the end of the then current initial or renewal term, Licensor shall send Licensee written notice that this Agreement will automatically renew for another year specifying the date on which it will automatically renew. If Licensor fails to send this reminder notice, this Agreement shall automatically renew on a month to month basis

unless written notice of non renewal is provided pursuant to Section 7 (iii) or Section 7 (iv)..

ii. In the event that Licensee's Board of Directors raises objections at its December, 2014 meeting to the concept of Licensee applying to open a charter school, Licensee shall have the right to terminate this Agreement within 30 days of that board meeting upon the payment to Licensor of a \$5,000 fee.

iii. Licensor may terminate this Agreement following its initial five-year term by notifying Licensee in a written notice of non-renewal no later than 90 days prior to the expiration of the initial five year term or any subsequent one-year term. Licensor may terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor with respect to any Licensed Content, at any time in the event of any of the following with respect to which Licensor believes Licensee has not taken adequate steps to cure following 30 days written notice from Licensor: (a) a breach by Licensee of this Agreement, (b) breach of a term or restriction applicable to the Licensed Content or to this Agreement, (c) if Licensee fails to obtain or maintain a sufficient comprehensive general liability insurance policy as defined by the District of Columbia Public Charter School Board, (d) if Licensee ceases to use the Licensed Content, or (e) if Licensee fails to maintain its tax exempt status under Internal Revenue Code 501(c)(3). . Licensee may terminate this Agreement at any time in the event of a breach by Licensor of this Agreement with respect to which Licensee believes Licensor has not taken adequate steps to cure following 30 days written notice from Licensee. Notwithstanding the foregoing, Licensor may immediately terminate this Agreement, including any license granted herein or rights granted by Licensor with respect to any Licensed Content, if Licensee (a) files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or if a receiver is appointed for Licensee or for Licensee's business; (b) discontinues its operations, (c) loses its charter,.

iv. Licensee may terminate this Agreement following its initial five-year term by notifying Licensor in a written notice of non-renewal no later than 90 days prior to the expiration of any subsequent one-year term. [Notwithstanding the foregoing, Licensee may immediately terminate this agreement if Licensee or any of its affiliates no longer maintain a charter for providing educational services in form and relevant substance similar to the Excel Center model.]

v. Upon termination of this Agreement, the license granted hereunder shall terminate immediately and Licensee shall, except as otherwise required by law, within 10 days permanently remove and destroy or otherwise make unavailable for future use all such Licensed Content and return to Licensor any property, including Intellectual Property, belonging to Licensor. No termination of this Agreement shall affect any accrued rights or obligations of either Party as of the effective date of such termination, nor shall it affect any rights or obligations of either Party that are intended by their nature to survive any such termination. In the event the Agreement is terminated by Licensor and Licensee continues to operate the School, the Parties shall negotiate in good faith for an agreement to cover a transition period that will allow Licensee a reasonable opportunity to replace the Licensed Content with content that does not infringe Licensor's rights with respect to the Licensed Content.

8. **SURVIVAL BEYOND TERMINATION.** Notwithstanding any expiration or termination of this Agreement, Licensee shall never directly or indirectly contest this ownership or the validity of Licensor's Intellectual Property and will continue to honor the Confidentiality (Section 12) provisions of this Agreement. For avoidance of doubt, the assignments and waivers in Section 4 of this Agreement are irrevocable and shall not be affected by any expiration or termination of this Agreement.
9. **AUTHORITY TO SUBCONTRACT.** Licensor may subcontract any function or service it is obligated to provide hereunder, provided, however, that no such subcontract shall relieve or discharge Licensor from any obligation or liability under this Agreement.
10. **AUTHORITY OF THE LICENSEE'S BOARD OF DIRECTORS.** Licensee and Licensor agree that no provision of this Agreement shall be construed to interfere with the duty of Licensee's Board of Directors (the "**Board**") to exercise its statutory, contractual, and fiduciary responsibilities in governing Licensee and overseeing the activities of Licensor conducted pursuant to this Agreement.
11. **INDEPENDENT CONTRACTOR.** The Parties hereto are independent contractors, and nothing in this Agreement shall be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties.
12. **CONFIDENTIALITY.** This Agreement creates a relationship of confidence and trust between the Parties with respect to any Confidential Information, as defined in this Agreement, which either Party learns in connection with this Agreement. Each Party hereby covenants and agrees that, except as expressly permitted by this Agreement or as required by law or the request of a government official, it will not at any time: (i) use Confidential Information of the other Party except as reasonably required to comply with the terms of this Agreement; or (ii) disclose Confidential Information of the other Party to any third party, without the prior written authorization of the other Party. Furthermore, without limiting the foregoing, each Party will at all times protect the other Party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. If either Party becomes legally required to disclose the other Party's Confidential Information, or any part thereof, then that Party will give the other Party prompt notice of such requirement, cooperate with the other Party to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, each Party will be entitled to seek an injunction restraining the other Party from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, that may be available to the affected party. Unless specifically identified for use and distribution outside of the School, all Licensed Content are deemed to be the Confidential Information of Licensor.
13. **LIMITATION OF LIABILITY.** In no event will Licensor's liability to Licensee arising out of or related to this Agreement or the license or the Services provided hereunder, whether based on an action or claim in contract or tort or otherwise, including negligence, strict liability, or warranty, exceed the compensation Licensor receives for the license or the Services provided under this Agreement during the most-recent 12-month period. In no event will Licensor be liable to Licensee for any indirect, incidental, special or consequential damages (including, without limitation, any

damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the license or the Services provided hereunder even if advised of the possibility of such damages.

LICENSOR REPRESENTS AND WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND THAT THE CURRICULUM MEETS THE REQUIREMENTS OF APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION, LICENSOR DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND LICENSOR DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **INDEMNIFICATION.** Notwithstanding the Limitation of Liability above, Licensor agrees to fully indemnify, defend and hold harmless Licensee and its affiliates, employees, agents and their respective successors and assigns from and against any and all losses, claims, assessments, demands, damages, liabilities, obligations, costs and expenses arising from third party claims (including such claims arising under any federal, state or other statutes, regulations, ordinances, or common law, together with reasonable attorneys' fees and costs) (collectively "Losses"), arising from or in connection with (i) breach of this Agreement by Licensor; and/or (ii) violation of any law or third party right by Licensor, including the Licensed Content's infringement of the Intellectual Property rights and/or any other right of any third party. Licensee agrees to fully indemnify, defend and hold harmless Licensor and its affiliates, employees, agents and their respective successors and assigns from and against any and all Losses arising from or in connection with (i) breach of this Agreement or the license by Licensee; and/or (ii) infringement of the Intellectual Property rights of third parties by Licensee other than through use of the Licensed Content.
15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to Indiana conflict of laws principles.
16. **SEVERABILITY.** Should any provision of this Agreement prove to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
17. **MODIFICATION OR AMENDMENT.** No amendment, change, or modification to this Agreement shall be valid unless it is in writing and signed by both Parties.
18. **ASSIGNMENT.** No Party may assign its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided however, that

Licensor may assign this Agreement and its rights and obligations hereunder to any successor to its business by merger or consolidation or to any person or entity acquiring substantially all of Licensor's assets.

19. **MERGER AND INTEGRATION.** This Agreement and exhibits attached hereto are the final understanding between the Parties and supersede all other agreements, negotiations and understandings, oral or written, between the Parties involved.
20. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the Parties.

(signature page to follow)

* * *

IN WITNESS WHEREOF, Licensee and Licensor have caused this Agreement to be executed as of the day and year first above written.

FOR LICENSOR



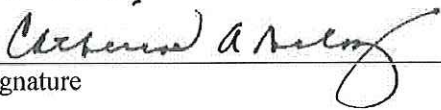
Signature

Scott Bess
President

11/12/14

Date

FOR LICENSEE



Signature

Catherine Meloy
President/CEO

11/12/14

Date

APPENDIX A: SERVICES

Services include Licensor's monitoring of the implementation of the Licensed Content through the School's educational programs, Head of School and staff, as well as a reasonable amount of assistance in connection with the administration of the School's business affairs, including the following. In all of the Services, Licensor will be not just consulting with Licensee, but will be actively working the process with Licensee.

1. New School Planning Assistance

- Hosted tours for leadership and planning team to existing Excel Center school
- Licensor providing materials describing the framework of the Excel Center model, principles and design elements
- Option to attend Excel Center annual conference with leadership from other schools
- Research DC charter school laws
- Assistance in preparing application for Charter
- Presence at interviews with Charter School Board and meetings prior to approval of Charter (Licensee to pay travel expenses)
- Licensor consultation in selecting School leadership and initial hiring
- Assessing School's proposed technology for compatibility
- Licensor meeting at School to assess commitment and capacity to implement

2. Start-Up Year Assistance (Year 1)

- Assistance in applying for federal startup grant(s)
- Licensor assists Licensee with the planning to open the School
- Licensor continues to consult with Licensee in hiring of Licensee's School leadership and educators
- Licensor assists in set up of Excel Center systems that will provide resources for school operations including working with state data system and mapping fields of state data system to Excel Center data warehouse
- Training on Excel Center systems
- Training on how to run an Excel Center according to the Excel Center model and best practices for implementing the model
- Providing curriculum maps and lesson plans based on the Excel Center model
- Participation in the annual Excel Center conference for School leadership and select teachers (no travel expenses)
- Ongoing support for School leadership on planning, teacher development, board development, and technology development and individually for each teacher on Excel Center practices and system
- Use and distribution of nationally-developed Excel Center marketing and promotional materials

3. Later Years

- Participation in the annual Excel Center conference for School leadership and select teachers (no travel expenses)

- Facilitating acquisition of Excel Center principles and practices, communication among teaching staff around subject, course or other support topics, and support for curriculum development
- Providing additional curriculum maps and lesson plans based on the Excel Center model
- Limited support and training on Excel Center systems
- Use and distribution of nationally-developed Excel Center marketing and promotional materials

4. **Technology Services Provided Pursuant to Data Sharing Agreement**

- Access and connections to and usage of the Excel Center data warehouse to accurately assess current performance and assist in future planning (one login per educator and administrator)
- Access to and usage of dashboard reports to track performance based on data uploaded to the Excel Center data warehouse through School's interoperable information technology
- Access to and usage of curriculum resources and lesson plans based on the Excel Center model
- Access to and usage of additional classroom materials and resources for teachers and administrators based on the Excel Center model

APPENDIX B: CONTENT GUIDELINES

Use of the Licensed Content under this Agreement shall comply with the following guidelines and quality control provisions (as modified from time to time by Licensor in its sole discretion):

1. All use of the Licensed Content licensed under this Agreement shall inure solely to the benefit of, and on behalf of, Licensor and Licensee during the term of this Agreement.
2. Licensee shall not use or apply to register any Intellectual Property that incorporates, includes, is a derivative of, or would tend to dilute any Licensor Intellectual Property without the prior written approval of Licensor. Licensee shall not apply for registration of any Licensor Trademark or for any Trademark or other designation that Licensor believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of any Licensor Trademark, including without limitation, "EXCEL CENTER."
3. Licensee shall not transfer, sublicense or permit any third party the right to use any of the Licensed Content, in whole or in part, without the prior written approval of the Licensor.
4. Licensee shall comply with, and be committed to, Licensor's standards and minimum operating requirements as defined in Appendix D.
5. Licensee agrees that the nature and quality of all educational activities undertaken at the School and in connection with the Licensed Content shall conform to the standards set by Licensor. Licensee agrees that these standards may include performance requirements related to enrollment, retention, credit attainment, state assessment performance, graduation, college and career readiness, school accountability, and other school-specific factors. Licensee agrees that Licensor may require quality control tests and standards of financial viability, and shall have the sole right to determine in its reasonable discretion whether the Licensee's use of the Licensed Content is satisfactory.
6. Licensee shall comply with all applicable laws relating to the implementation, performance, production, promotion or distribution of any products or services related to the School.
7. Licensee shall comply will all applicable laws relating to the privacy of its students' and teachers' data and information, including without limitation FERPA.
8. Licensor or its authorized representatives shall have the right, at any time and from time to time, to visit and inspect the School, and Licensee shall allow Licensor or its authorized representatives to review and observe Licensee's programs, budgets, procedures, operations and all educational activities undertaken at the School and in connection with the Licensed Content.
9. Licensee shall participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by Licensor. This evaluation team

will assess the quality of Licensee's academic program and its compliance with Licensor's standards and philosophy of education as set forth in the Licensed Content.

10. Licensee shall maintain complete records of its activities and allow Licensor or its designee to review and inspect such records to confirm Licensee's compliance with this Agreement.
11. Licensee shall collect and maintain data on the academic achievement level of its students sufficient to allow Licensor to evaluate the progress of these students and the effectiveness of the Licensee's educational activities, including maintaining an accurate and up-to-date record of student and teacher performance with information technology interoperable with and mapped to the Excel Center data warehouse. Said data shall include, but not be limited to, enrollment data, retention data, data on student credit attainment, graduation rates, college and career readiness data, appropriate and timely longitudinal data on the academic achievement level of its students using state-mandated criterion-referenced tests, commercially available standardized tests, and/or other similar assessment tools requested by Licensor, and state school accountability information. Licensee shall promptly record such data and test results in Excel Center systems and provide any and all of the above-referenced data and test results to Licensor upon availability and Licensor's request.
12. Licensee shall record, respond to and resolve any unsatisfactory reviews from the School's charter authorizer, and shall provide Licensor, upon request, with full information and access to documents relating to any such reviews.
13. Licensee shall record, respond to and resolve any complaints by students, teachers, or their representatives regarding all educational activities undertaken at the School and in connection with the Licensed Content, and shall provide Licensor, upon request, with full information and access to documents relating to any such complaints that are, or have been, subject to review by Licensee.
14. Licensee shall submit reasonable and necessary additional information related to all educational activities undertaken at the School and in connection with the Licensed Content to Licensor at its request, unless otherwise prohibited by law.
15. Licensee must promptly seek approval from Licensor for any proposed material change in its programs or educational activities, its use of the Licensed Content, or of any change in its governance.
16. Licensee shall promptly implement and follow school-improvement recommendations from Licensor.

Licensee shall be entitled to operate the School using the name "Goodwill Excel Center" unless doing so would jeopardize a Trademark of Licensor in which case Licensee shall be entitled to operate the School using the name "Excel Center Presented by Goodwill of Greater Washington" or "Excel Center Presented by Goodwill".

If Licensor determines, in its reasonable discretion, that Licensee has failed to comply with any of the above provisions, Licensor may notify Licensee and require it to take corrective and/or remedial action. Such notice and requirement may include any action that Licensor deems reasonably necessary for Licensee to comply with the provisions of this Agreement,

including but not limited to alterations or additions to all educational activities undertaken at the School and in connection with the Licensed Content, including the School's leadership and management structure. With respect to a determination by Licensor that Licensee does not comply with the provisions of this Agreement, Licensor will provide school-improvement recommendations and consultation, including performance goals to be met in the next school term. Upon a subsequent determination by Licensor that Licensee has not taken adequate steps to implement corrective action within two school terms, Licensor may recommend new School leadership or other structural changes to the School. Upon a determination by Licensor that Licensee has not taken adequate steps to implement corrective action within four school terms, Licensor may unilaterally terminate this Agreement.

APPENDIX C: PAYMENT SCHEDULE

Licensee shall pay Licensor Start-up Fees to assist in school opening and Annual Fees for each school year beginning in year 1 during the term of this Agreement as set forth below.

Start-up Fees: A total of \$50,000.

- \$25,000 will be payable within 30 days of the Effective Date of this Agreement
- \$25,000 will be payable within 30 days of the first day of school of the school's first year.

Annual Fees: During Year 1 of school operation, Licensee will pay an annual fee of \$65,000 in twelve equal monthly payments beginning the first month that the school is open for Year 1.

During Year 2 of school operation, Licensee will pay an annual fee of \$50,000 in twelve equal monthly payments beginning the first month that the school is open for Year 2.

If additional services beyond the scope of those listed in Appendix A are requested by Licensee, Licensor, with the prior approval of Licensee, will provide such services at an hourly rate of \$75, plus documented expenses.

Six months before the end of Year 2 of school operations, the Parties shall agree on the fees for the remaining years of the term of this Agreement.

APPENDIX D: MINIMUM OPERATING REQUIREMENTS

In addition to the requirements, representation and warranties contained in the Agreement, Licensee commits to meet the following minimum requirements for implementing the Excel Center model at the School.

1. Facilities

- School facilities are physically separate from other schools, even if they share a single building. The school facilities must support the unique needs of the Excel Center students.
- School will provide on-site childcare for students who take care of young children, as long as it is feasible to do so in accordance with applicable law.
- The school has classroom space for face-to-face instruction.
- School has fully functioning information technology capable of stably interfacing with the Excel Center systems.
- School has an identified information technology point of contact responsible for implementing the Technology Services and support the School.

2. Instruction

- All courses will be based on the Excel Center model and comply with the Content Guidelines.
- Courses will meet all District of Columbia requirements.
- School will have a full-time school leader with staffing authority.
- School management will conduct regular data reviews to evaluate student performance, program effectiveness, and comparisons with other Excel Center schools.
- School management will rigorously evaluate staff and provide structured feedback to improve the staff's performance, including measures of student learning.
- School will have sufficient teachers and coaches for face-to-face student instruction, maintaining a student:teacher full-time employee ratio of no less than 60:1 and a student:staff full-time employee ratio of no less than 25:1.
- School will provide specific training to teachers and coaches on the Excel Center model.
- School will have a coaching program to identify student barriers and keep students engaged.
- School will provide time, facilities and staff necessary for weekly one-on-one meetings between students and staff.
- School will have a career and college transition center with staff sufficient to support students in career pathways, postsecondary education, and credentialing opportunities.
- School will provide a multi-day orientation for new students to learn about the School, its culture and its expectations.
- School terms will be eight-weeks long with fixed-length courses.

APPENDIX E: DATA ACCESS AGREEMENT



DATA SHARING AND ACCESS TO LICENSE AGREEMENT

This Data Sharing and Access to License Agreement ("Agreement") is entered into between Indiana Network of Independent Schools, LLC ("INISchools") and The Excel Center located in Washington, D.C. ("School"). INISchools and School may hereinafter be referred to as the "Parties."

RECITALS

WHEREAS, Licensee has entered into a Licensing and Services Agreement with Goodwill Education Initiatives, Inc. ("GEI"), the purpose of which is to set forth terms and conditions upon which GEI will assist Licensee with Licensee's operation of the School, with its administration of instruction; INISchools operates under GEI's nonprofit designation and provides services to schools such as School.

WHEREAS, the Parties wish to establish a relationship to increase the ability of School to analyze and interpret data to improve School's educational performance.

WHEREAS, the Family Educational Rights and Privacy Act ("FERPA"), set forth in Title 20 U.S. Code Section 1232(g) and its regulation at Title 34 CFR Part 99 (as amended in 2012), generally prohibits the disclosure of personally identifiable information without consent, subject to certain exceptions;

WHEREAS, the purpose of this Agreement is to share information between the Parties so that the Parties may conduct an evaluation of the State supported education program in a manner consistent with FERPA;

WHEREAS, the nature of School's request and research may include personally identifiable information of individual students;

WHEREAS, School is an "educational agency or institution" as contemplated by 34 CFR §99.31 34 CFR §99.31(a)(6);

WHEREAS, 34 CFR §99.31(a)(6)(i) permits educational agencies or institutions to distribute personally identifiable information to authorized representatives of organizations conducting studies for, or on behalf of, educational agencies or institutions;

WHEREAS, 34 CFR §99.31(a)(6)(v) provides that the term "organization" includes, but is not limited to, Federal, State, and local agencies, and independent organizations;

WHEREAS, INIschools is an “organization,” as defined and contemplated by 34 CFR §99.31(a)(6)(v), for the purposes of this study and this Agreement;

WHEREAS, 34 CFR §99.31(a)(6)(iii)(A) requires information to be provided in a format that does not permit personal identification of parents or students by individuals other than employees, officers, or agents of the Parties;

WHEREAS, 34 CFR §99.31(a)(6)(iii)(B) provides that, if any Party that is allowed access to personally identifiable information does not destroy information pursuant to the terms of this Agreement, when no longer needed for the purposes for which the study was conducted, then that Party may be prohibited from access to future personally identifiable information from educational records for at least five (5) years, pursuant to 34 CFR §99.67(c);

WHEREAS, 34 CFR §99.31(a)(6)(iii)(C) requires that School enter into a written agreement with the organization that (1) specifies the purpose, scope, and duration of the study; (2) requires the organization to use the information provided only for the purposes specified in the written agreement; (3) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization; and (4) requires the organization to destroy the information provided pursuant to 34 CFR §99.31(a)(6)(iii)(B);

WHEREAS, School agrees to make information available to INIschools in the following format: file format transfer from School’s school information system;

WHEREAS, School seeks to provide INIschools with such data for the purposes of research and evaluation of student attainment and improving School’s educational instruction;

WHEREAS, The data provided to INIschools and any personally identifiable information contained therein and listed below, may hereinafter be referred to as the “data.” The data requested by INIschools and provided by School is as follows:

All data residing in School’s school information system.

WHEREAS, INIschools has entered into a licensing arrangement with Tableau for software to be employed in analyzing the data disclosed to INIschools and, as a condition of said licensing arrangement, must impose upon School terms and conditions of usage that are at least as restrictive as those terms and conditions as those imposed upon INIschools by Tableau.

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall take effect upon signature by the authorized representatives of the Parties, and shall remain in effect for the duration of the Licensing and Services Agreement.

II. RESPONSIBILITIES OF INISCHOOLS

1. INISchools agrees to use the data provided by School to conduct ongoing research to prepare analyses, reports and other information to assist School in improving educational instruction to the students it serves.
2. INISchools shall not commence any additional research or change the scope of research unless authorized in writing by School.
3. Pursuant to and only for the purposes asserted in this Agreement, INISchools agrees not to disclose or redisclose any personally identifiable information obtained, including de-identified information, in a manner that could identify, or reasonably lead to the identification of, an individual student, to any other individual, institution, organization, government, or entity, without the prior written consent of School. This includes data that may not have been provided in a personally identifiable format, but would still permit public identification of students due to small cell sizes (i.e., subgroups of 10 or fewer students). Such information and data elements may only be used in the aggregate or other manner consistent with generally accepted statistical principles that does not permit identification of students.
4. INISchools agrees to establish and maintain secure procedures, networks, and systems to ensure that all data obtained, processed, and/or transmitted under the terms of this Agreement, is stored in a secure facility that prevents further disclosure of data, including the interception, diversion, duplication, or other unauthorized access. Transmission of data must be by secure electronic systems and/or networks. INISchools agrees to establish and maintain secure procedures to ensure that access to the data is restricted to authorized INISchools personnel only.
5. INISchools agrees to maintain an appropriate firewall between all data obtained pursuant to this Agreement and all other data files that INISchools possesses.
6. School may seek to review or seek written assurances from INISchools, and INISchools agrees to permit School access to review or to provide written assurances regarding the use of data transmitted under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the data.
7. INISchools shall promptly, that is, within one (1) business day of learning, report to School any incidents in detail of any personally identifiable information received from School whose confidentiality was breached, released, or is believed to have been breached or released.
8. Pursuant to 34 CFR §99.31(6)(iii)(B), INISchools agrees to destroy all data, including de-identified information, received pursuant to this Agreement when it is no longer needed for the purpose for which it was obtained.
9. INISchools acknowledges that it may be required to submit to an audit of research and related access to records at their respective offices at all reasonable times during this Agreement and for one (1) year after the termination date.

10. INIschools agrees to provide School the following, thirty (30) days before publication: an abstract of conclusions and findings, a complete copy of publication(s), a summary of the data used, and the manner in which the data was used during research.
11. INIschools is required to designate a key person(s) responsible for the administration of this project. If the key person(s) leaves employment during the term of this Agreement, INIschools will provide a written statement as to the basis for this change, an alternative key person(s), and their qualifications for continuing the originally stated purpose.

Nothing in this section shall be construed to prevent INIschools from using the services of others to perform tasks under this Agreement. INIschools shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person(s) or others.

Key person(s) to this Agreement is/are: Jeffrey M. Lozer

III. TERMS OF ACCESS TO LICENSES

1. Subject to the restrictions herein, INIschools grants to School and School accepts a nonassignable, nontransferable, nonsublicensable and nonexclusive right to access one of its Tableau licenses. The following restrictions apply to such usage and the defined terms referenced herein may be found on the Tableau website at <http://mkt.tableausoftware.com/files/eula.pdf>.
2. School shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Tableau Software or Media Elements or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or Media Elements by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (b) distribute, sell, sublicense, rent, lease or use the Software, Media Elements or Sample Code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement; (c) remove any product identification, proprietary, copyright or other notices contained in the Software, Media Elements or Sample Code; (d) modify any part of the Software, Media Elements or Sample Code, create a derivative work of any part of the Software, Media Elements, or Sample Code, or incorporate the Software, Media Elements or Sample Code into or with other software, except to the extent expressly authorized in writing by Tableau; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software, Media Elements or Sample Code; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Tableau in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Tableau or through an Authorized Partner; (g) use the Software to develop a product which is competitive with any Tableau product offerings; (h) use the Software to develop a product that converts any Tableau file format to an alternative report file format used by any

general-purpose report writing, data analysis or report delivery product that is not the property of Tableau; or (i) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing.

3. Notwithstanding anything to the contrary contained herein, except for the limited access to license rights expressly provided herein, Tableau and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Sample Code, Media Elements, and all copies, modifications and derivative works thereof.
4. INIschools PROVIDES NO WARRANTY TO THE SOFTWARE THAT School WILL ACCESS. NEITHER INIschools NOR TABLEAU SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

IV. OWNERSHIP OF DOCUMENTS AND MATERIALS

School retains ownership of data throughout the term of this Agreement. Under no circumstance shall INIschools become owners, proprietors, or custodians of any personally identifiable information provided by School. School represents that it has full right and title to the student information residing on its school information system and that it is solely responsible for the accuracy of the data it enters into its school information system and its other systems which may be accessed by INIschools under the terms of this Agreement. School acknowledges that INIschools may use and aggregate data of School to provide benchmarking analyses to other INIschools clients with the understanding that INIschools will not identify School or that such data is that of School.

INIschools retains all right title and interest in the methods it employs to extract, convert and map data from School's student information system to the INIschools data warehouse and to the INIschools data warehouse and all configurations thereof. INIschools hereby grants to School the right to retrieve its data from the INIschools data warehouse during the term of this Agreement. The right shall be nonassignable, nontransferable and nonsublicensable without INIschools permission, which permission shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, INIschools asserts no right or title to the School's data, which shall remain the property of the School and shall at any time upon the written request of the School be purged from the INIschools data warehouse.

V. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

- A. Notices to School shall be sent to: Catherine Meloy
Goodwill of Greater Washington
2200 South Dakota Ave NE
Washington D.C. 20018
- B. Notices to INISchools shall be sent to: Jeffrey M. Lozer
1635 W. Michigan Street
Indianapolis, IN 46222

Notwithstanding anything in this Agreement to the contrary, the Parties agree to indemnify and defend one another and hold any of the other party's affiliate companies, officers, directors, agents and employees, free and harmless from and against all claims, costs, liabilities, judgments, damages, settlements and expenses (including reasonable attorneys' fees and costs) arising out of or related to a third party's claim based upon the indemnifying party's:

- A. Breach of any of its specific representations made in this Agreement;
- B. Failure to comply in any material respect with any applicable law, statute, ordinance, administrative order, rule or regulation;
- C. Claimed infringement or violation of any U.S. copyright, patent, trademark or other intellectual property right of any third party; or
- D. Failure to maintain the confidentiality of data provided by the other party.

Notwithstanding anything in this Agreement to the contrary, in the event that the data warehouse (including Tableau or any other entity hosting the data) is breached or there is reasonable basis to believe that it has been breached, INISchools shall:

- A. Indemnify, defend and hold harmless School and any of School's officers, directors, agents and employees from and against all claims, costs, liabilities, judgments, damages, fines, penalties, settlements and other expenses (including reasonable attorneys' fees and costs) arising out of or related to a claim or demand by any student of School or governmental entity.
- B. Reimburse School any expenses, including reasonable attorneys' fees, incurred in investigating the breach or complying with any notice requirement imposed by law.
- C. Reimburse School any expenses incurred in establishing a call center or providing credit monitoring services to potentially affected students of School.

As a material inducement for School to enter into this Agreement, INIschools represents and warrants to School that at all times during the term of this Agreement beginning at least 14 days before School begins sending student data to the data warehouse:

- A. INIschools applies all patches to its network on a regular basis, consistent with industry standards.
- B. All social security numbers maintained in the data warehouse are encrypted at all times.
- C. INIschools meets or exceeds all generally accepted standards in its industry for securing personal data.
- D. INIschools will not permit social security numbers or any other personally identifiable information or data of School's students in any form other than aggregate form to be downloaded to, accessed from or otherwise placed upon a laptop computer or removable storage device except as directed in writing by School.

INIschools shall at all times during the term of this Agreement beginning at least 14 days before School begins sending student data to the data warehouse maintain the following insurance:


- A. Commercial General Liability including premises-operations, independent contractors, completed operations, broad form property damage, personal injury and blanket contractual liability with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance may be carried under a blanket policy, but must be primary insurance for INIschools.
- B. Umbrella liability with limits not less than \$2,000,000 each occurrence and in the aggregate.
- C. Property insurance to cover INIschools' equipment and supplies.
- D. "Cyber Insurance" including network security liability and broad form privacy liability covering privacy event expenses, privacy regulatory proceedings and network extortion expenses, with limits of liability of not less than \$2,000,000.

The foregoing policies shall include School as an additional insured and contain a provision that coverages afforded under the policies shall not be cancelled, materially changed or not renewed until at least thirty (30) days prior written notice has been given to Customer by Certified Mail, Return Receipt Requested.

Certificates of Insurance showing the required coverage to be in force shall be provided to School 14 days before School begins sending student data to the data warehouse and annually as requested by Customer.

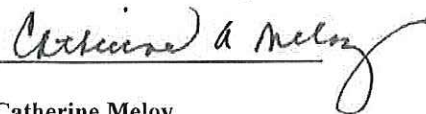
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the year and date indicated, with the effective date being the date of the most recent signature.

Indiana Network of Independent Schools, LLC

By: 
Jeffrey M. Lozer

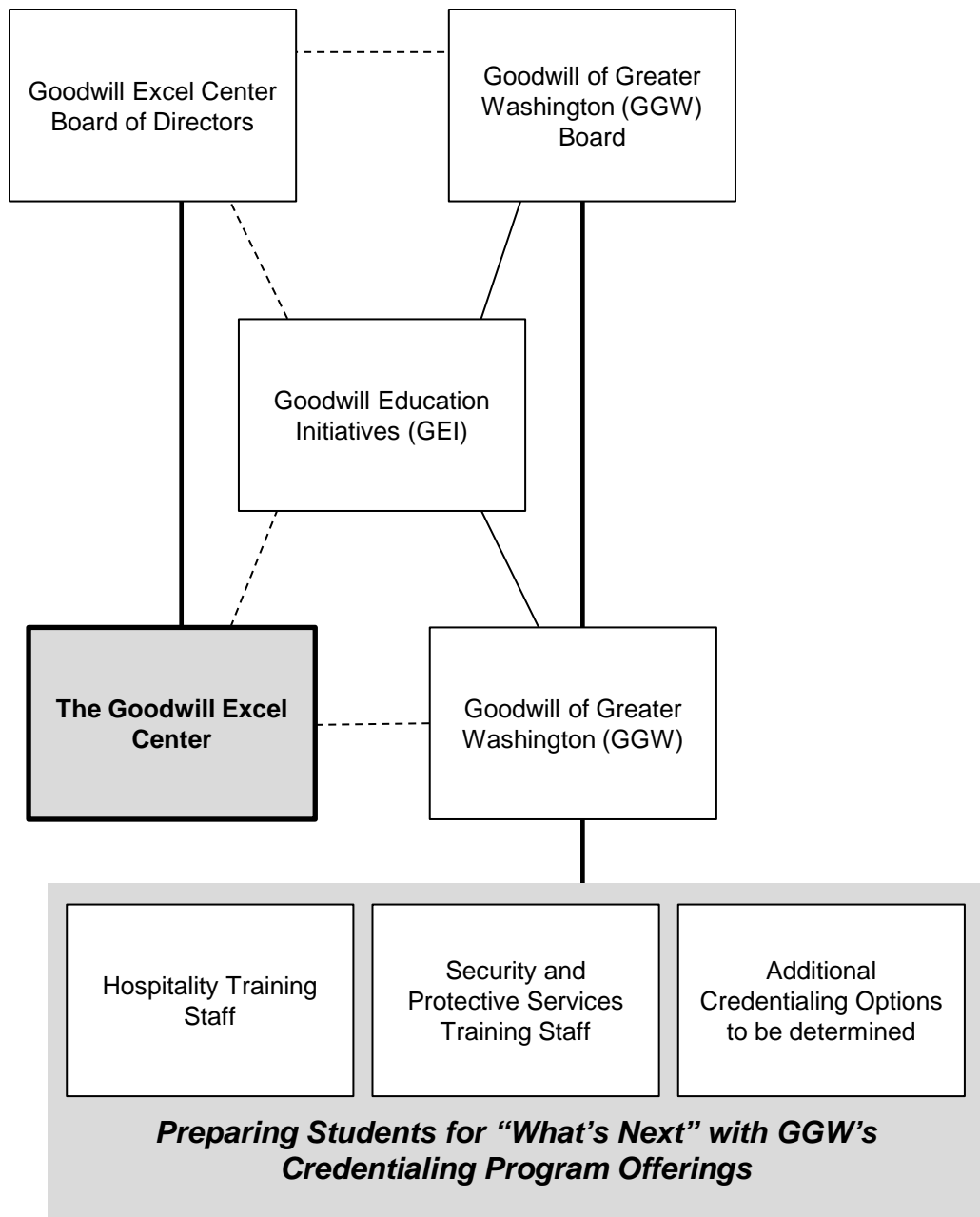
Date: 11/12, 2014

Goodwill of Greater Washington

By: 
Catherine Meloy
President/CEO

Date: 11/12/14

Organizational chart showing relationship among all business entities



10. Assurances Form


As the authorized representative of the applicant, I acknowledge the obligation of the proposed public charter school to comply with the following:

1. Maintain non-profit status under terms stated in the District of Columbia Non-profit Corporation Act prior to receiving a charter. (D.C. Code § 38-1802.04(c)(16).)
2. Seek, obtain, and maintain accreditation for the public charter school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the DC Public Charter School Board. (D.C. Code § 38-1802.02(16).)
3. Remain nonsectarian and not be affiliated with a sectarian school or religious institution. (D.C. Code § 38-1802.04 (c)(15).)
4. Submit an annual audit of financial statements according to Government Auditing Standards, by a Certified Public Accountant listed in the Approved Auditor List for charter schools. (D.C. Code § 38-1802.04(c)(11)(B)(ix).)
5. Offer open enrollment to all students who are residents of the District of Columbia, and use a random selection process when the school receives more applications from students of the District of Columbia than there are spaces available. (D.C. Code § 38-1802.06.)
6. Provide PCSB with student enrollment data required for submission to the Office of the Chief Financial Officer. (D.C. Code § 38-1802.04 (c)(12).)
7. Collect, record, and report attendance, discipline, and enrollment data in compliance with the policies and procedures of PCSB, using the reporting software required by PCSB. (D.C. Code § 38-1802.11(a)(2).)
8. Collect and report academic and non-academic performance consistent with PCSB's data submission policies.
9. Not charge tuition, fees, or other mandatory payments for attendance at the public charter school or for participation in its programs, except to Non-Resident Students or for field trips or similar activities. (D.C. Code § 38-1802.04 (c)(2).)
10. Establish an informal complaint resolution process prior to the first date that the school accepts applications. (D.C. Code § 38-1802.04 (c)(13).)
11. Ensure that all relevant school personnel and Board of Trustee members are capable of executing financial management, governance and management, and other responsibilities as deemed necessary by PCSB. (D.C. Code § 38-1802.02(15).)
12. Provide PCSB access to and the right to examine all records or documents related to the award, as well as any documents and records, including audit findings, needed to determine the performance of the school under the terms of its charter. (D.C. Code § 38-1802.11(a)(2).)

13. Comply with the contract procurement requirements of the D.C. Code § 38-1802.04(c).

14. Comply with the following federal and local laws:

- a. **Health and Safety:** Healthy Schools Act of 2010 (D.C. Code §§ 38-821.01 *et seq.*); federal and local laws regarding background checks for all employees and volunteers working with children and referring students to the Child and Family Services Agency for instances of education neglect and suspected abuse;
- b. **Building Safety:** D.C. Building and Fire Codes (D.C. Code § 5-501 *et seq.*);
- c. **Maintenance and Dissemination of Student Records:** Family Education Rights and Privacy Act (20 U.S.C. § 1232g);
- d. **Certain Requirements of Education Institutions:** Compulsory School Attendance (D.C. Code § 38-201 *et seq.*); Immunization of School Students (D.C. Code § 38-501 *et seq.*); Tuition of Nonresidents (D.C. Code § 31-301 *et seq.*); Non-Profit Corporations (D.C. Code § 29-401 *et seq.*);
- e. **Students with Disabilities:** Subchapter B of the Individuals with Disabilities Education Act (20 U.S.C. § 1411 *et seq.*) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); any and all federal and local laws around providing a free and appropriate public education to all students with disabilities;
- f. **English Language Learners:** all federal and local laws and applicable regulations regarding identifying and serving students who are English language learners;
- g. Title I of the Elementary and Secondary Education Act;
- h. **Civil Rights Statutes and Regulations of the Federal Government and the District of Columbia:** The Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*); and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*); and
- i. **Other:** All other laws deemed applicable by PCSB (D.C. Code § 38-1802.11(a)(1)(B)).

	
Signature of Authorized Certifying Official	
CATHERINE A. MELO	Principal / CEO
Name (Printed)	Title
THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL	3.2.15
Name of Proposed School	Date

Appendices-

Goodwill of Greater Washington Related Information



October 22, 2014

Mr. Jefferson Brechbuhl
Grants Manager
Davis Memorial Goodwill Industries, Inc.
2200 South Dakota Avenue, NE
Washington, DC 20018

Dear Mr. Brechbuhl:

The Education Licensure Commission (“ELC” or “Commission”) approved licensure extension for Davis Memorial Goodwill Industries, Inc., located at 2200 South Dakota Avenue, NE Washington, DC 20018 to continue offering certificate training programs in Hospitality and Customer Service and Security and Protective Services.

The new licensure period is for (2) years, not to exceed March 31, 2016.

Any change to the offerings must be reported by letter, to the Commission and failure to comply with the ELC laws and regulations may result in adverse actions by the Commission.

We would like to remind you that your license renewal application is due in our office no later than January 31, 2016.

Should you have any questions, please contact Ms. Alesia Henry at (202) 724-1379 or via email at alesia.henry@dc.gov.

Sincerely,

Angela H. Lee
Executive Director
DC Education Licensure Commission



THE DISTRICT OF COLUMBIA EDUCATION LICENSURE COMMISSION

Hereby Grants a Certificate of License to
Operate an Institution of Higher Education to


DAVIS MEMORIAL GOODWILL INDUSTRIES, INC.
2200 South Dakota Avenue, NE
Washington, DC 20018

In accordance with the provisions of Title 38, Chapter 13, of the District of Columbia Official Code (D.C. Official Code §38-1301 et seq.), and applicable regulations of the DC Education Licensure Commission, the Education Licensure Commission approves and issues this license to the postsecondary school listed above to offer courses or instruction leading to the award of certificates, diplomas or degrees in the District of Columbia.

Issue Date:
March 6, 2014

Expiration Date:
March 31, 2016

This certificate is valid through the date shown above unless modified by the Commission.



Commissioner Richard J. Roth
Chairman

GGW 2014 Sources of Funding

12/30/2014

<i>Government - Grants and Contracts</i>	Earned	Program Supported
Arlington Community Dev. Fund	\$11,978	Arlington Career Campus
D.C. Food Stamp Employment & Training	\$30,582	Hospitality Program
D.C. Office of Employment Services	\$168,933	Retention Services
D.C. Workforce Investment Council	\$86,100	Hospitality Program
Events D.C. - Marriott Marquis Hotel	\$908,934	Marriott Hospitality Training
Fairfax County	\$62,500	Arlington Career Campus
MD Dept of Rehabilitation Svcs (DORS)	\$28,840	Disability Services
Pell Grants	\$14,729	Security training program
D.C. Rehabilitation Services Agency	\$64,691	Disability Services
D.C. RSA- Project Search - DC Public Schools	\$102,743	Disability Services
D.C. RSA- Project Search -George Wash	\$77,758	Disability Services

Total Government **\$1,557,788**

<i>Private Foundation & Corporate</i>	Received	Program Supported
Arlington Community Foundation	\$3,200	ACC Career Campus -stipends
Bank of America	\$25,000	General Workforce Development
Cafritz Foundation	\$50,000	General WFD; RISE
Capital One	\$140,000	Retail Support
Clark Winchcole	\$7,500	General Workforce Development
Community Foundation of the National Capital Region- City Fund	\$70,000	Hospitality Program
Davelle Clothiers	\$11,575	WFD General
Dulin Goodwill Industries Trust	\$110,000	RISE Program
E*Trade	\$75,000	ACC Career Navigation
Fidelity	\$35,000	CaseWorthy Case Management
Geico	\$5,000	General Workforce Development
HSC Foundation LEAP Awards	\$6,000	Transitioning Youth w/ Disabilities
HSC Foundation- Scholarship Fund	\$14,620	ACC Career Navigation
International Monetary Foundation	\$10,000	General Workforce Development
Meyer Foundation	\$60,000	RISE Program
Richard & Nancy Marriott Fdtn	\$10,000	General Workforce Development
Miller-Wehrle Foundation	\$2,500	General Workforce Development
Philip Graham Fund	\$50,000	ECM Case Management Software
Safeway Foods	\$15,000	General Goodwill Support
SunTrust	\$10,000	RISE Program
United Way Community Impact Grant	\$15,000	Security Training Program
United Way -Marriott support	\$249,238	Marriott Hospitality Program
US Airways	\$10,000	General Goodwill Support
Venable		General Workforce Development
Walmart Washington@ Work Initiative	\$20,000	DC Hospitality Program
Walmart Foundation- State Grant (DC)	\$25,000	Disability Services
Walmart Foundation- State Grant (VA)	\$25,000	Security Training Program
Walter A. Bloedorn Foundation	\$5,000	General Workforce Development
Washington Area Women's Foundation	\$50,000	General Workforce Development
Washington Forrest Foundation	\$10,000	ACC Career Center- stipends
Wells Fargo	\$15,000	ACC Career Center- stipends

Foundation & Corporate Total **\$1,134,633**

Grand Total of External GGW \$2,692,421

Appendices- Other Relevant Resumes

Scott Bess

Experience

2004-present

Goodwill Education Initiatives

Senior Vice President and Chief Operating Officer

- Grew the Indianapolis Metropolitan High School from 75 students to 400 in eight years
- Steered the school through the charter renewal process, resulting in a full seven-year renewal from the Mayor's office
- Directed the creation of the Excel Center, a high school for adults who have dropped out of school
 - Started the school with 300 students and expanded it to 3,000 students at nine sites after three years
- Created the Indiana Network of Indiana Schools, a service organization providing infrastructure needs to traditional, private and charter schools
- Serve on various state-level committees and strategy groups for high school accountability

2002-2004

Goodwill Industries of Central Indiana

Chief Information Officer

- Dramatically improved customer service within the department.
- Developed strategic plan to facilitate Goodwill's Retail growth plans.
- Increased reliability and scalability of all Goodwill technology infrastructures.

1998-2002

The Strategy Group

Senior Partner

- Provided technology and business advice to small- and mid-sized businesses
- Created a business segment focused on schools

1987-1998 Cinergy

Technology Management

- Progressed through multiple levels of technology management, culminating with General Manager of one of Cinergy's three business units
- Led the technology portion of a major corporate re-engineering effort
- Guided the technology integration effort resulting from the merger of Public Service Indiana and Cincinnati Gas and Electric

1983-1987 Beech Grove School Corporation

Teacher and Coach

- Taught Middle School Mathematics and Computer Technology
- Developed Middle School computer curriculum
- Coached Middle School boys' basketball and High School baseball

Education

1979–1983 Purdue University

- B.S. Mathematics and Secondary Education
- Dean's List

2011 – 2012 Marian University

- Turnaround School Leadership Program
- Master's Degree (M.A. Teaching)

Boards

2012 – Present Ivy Tech Community College Central Region Board

2009 – Present EmployIndy Board of Directors

- Serve on Executive Committee

2010 – 2012 College Mentors for Kids Board of Directors

- Served on Executive Committee

1998 – Present Danville Community School Corporation Board

- Serving 4th term as a member
- School corporation consistently rated as a top-performing corporation
- Developed strategic plan for the corporation, including expansion of alternative education

EDUCATION

Doctor of Philosophy, Curriculum and Instruction — Doctoral Candidate

Degree Expected December 2014

Purdue University, West Lafayette, IN

Specialization: Curriculum Studies

Advisor: Nadine E. Dolby

Master of Science in Education — 2006

Indiana University, Bloomington, IN

Program: Educational Leadership

Certification: Indiana Building Level Administrators License

Teacher Certification — 1998

Indiana University Purdue University, Indianapolis, IN

Certification: Indiana State Teachers License

Biology, Grades 5-12

Chemistry, Grades 5-12

Mathematics, Grades 5-12

Bachelor of Arts — 1989

DePauw University, Greencastle, IN

Double Major: Biology & Political Science

RESEARCH INTERESTS

Standards-Based Curriculum and Assessment

Alternative Teacher Certification Programs

Critical Multiculturalism

Urban Education

PROFESSIONAL EXPERIENCE

Chief Academic Officer, Goodwill Education Initiatives and INIschools, Indianapolis, IN

January 2014 – Present

Coordinate all academic services for Goodwill Education Initiatives schools, including Indianapolis

Metropolitan High School and 9 Excel Center locations

Manage Office of the Registrar and Data Quality Specialist for Goodwill Education Initiatives

Lead English Language Development program for Goodwill Education Initiatives

Ensure the implementation of high-quality standards-based curriculum, instruction, and assessments

Provide full scope of academic services on a contract basis to schools nationwide

Director of Curriculum, INISchools, Indianapolis, IN

July 2013 – December 2013

- Conduct curriculum audits and needs analyses
- Develop standards-based curriculum and lead schools in curriculum development
- Develop standards-based assessments and lead schools in assessment development
- Consult in all areas of teacher evaluation and mentoring
- Conduct data-based decision making and train schools in data-based decision making
- Train teachers, administrators, and coaches in high-impact instructional strategies in all curricular areas

Master Teacher, Indianapolis Metropolitan High School, Indianapolis, IN

July 2012 – June 2013

- Leader in the implementation of the TAP teacher evaluation rubric
- Design and deliver weekly professional development in instructional best practice
- Lead data analysis meetings with teachers to create data driven instructional goals
- Ensure alignment of instruction and assessment with standards-based curricula

Vice President, Common Core Services, Center for College and Career Readiness, Oakbrook Terrace, IL

November 2011 – July 2012

- National speaker and professional development coordinator specializing in the alignment of curriculum, instruction, and assessment to college and career readiness outcomes
- Assisted school districts and state departments of education in the transition to and implementation of the Common Core State Standards
- Created Common Core State Standards implementation plans for schools nationally through the use of a customized needs analysis protocol
- Developed Common Core State Standards professional development sessions in partnership with educational service centers and the Indiana Department of Education
- Designed materials, resources, and professional development deployed internationally that promote alignment between curriculum, instruction, and assessment

Assessment Specialist, Indiana Department of Education, Indianapolis, IN

December 2010 – November 2011

- Created state assessments (ISTEP+, ECA, Acuity) in mathematics and science, ensuring alignment to state standards with respect to content and level of rigor
- Co-creator of the Indiana Common Core State Standards Transition Plan; Indiana Common Core State Standards Leadership Team
- Reviewed PARCC assessment resources and provide comment for the State of Indiana
- Co-developer of three online graduate level courses on Common Core State Standards for K-6 Mathematics, in partnership with the American College of Education
- Staff contact for ISTEP+ Online; assist schools and districts as they transition to ISTEP+ Online
- Developed Common Core State Standards professional development sessions in partnership with educational service centers and the Curriculum Institute
- ECA/GQE waiver contact person assisting schools, parents, and students in determining waiver eligibility and process

Senior Consultant, Curriculum Improvement Institute, Oakbrook Terrace, IL

May 2002 – June 2012

- Lead facilitator, Indiana Department of Education Curriculum Mapping Initiative, July 2010
- Co-facilitator, IDOE Curriculum Mapping Workshops, Indiana Educational Service Centers, Fall 2010; created presentation and participant materials
- Presenter at national and regional conferences: Assessment Design; Formative Assessment; Curriculum-Based Assessment; Fair Grading Practices; Standards-Based Grading; Curriculum Mapping; Common Core State Standards; Student Co-constructed Learning Via Learning Management Systems

Worked with over 15,500 educators to date; provide professional development workshops in instruction planning, curriculum mapping, curriculum development, assessment design, and standards-based grading for educators nationwide

Internal Training and Content Specialist, Collaborative Learning, Inc., Oakbrook Terrace, IL

September 2009 - December 2011

- Educated employees regarding curriculum alignment, high-quality instruction, assessment, and standards based grading; trained employees on all aspects of Curriculum Improvement Studio software
- Worked with product development team to define and create content for Instruction Planner, Curriculum Mapper, and StandardsScore products
- Created and delivered professional development sessions regarding curriculum and instruction improvement, assessment design, and standards-based grading

Graduate Coordinator, EDCI 285 Multiculturalism and Education, Department of Curriculum and Instruction, Purdue University, West Lafayette, IN

August 2008 - Present

- Coordinate graduate teaching assistants and curricular materials
- Created and maintain website of multicultural education materials for instructors and students

Teaching Assistant, Department of Curriculum and Instruction, Purdue University, West Lafayette, IN

January 2008 - May 2009

- Taught undergraduate *Multiculturalism and Education* course, EDCI 285

Student Teacher University Supervisor, School of Education, Purdue University, West Lafayette, IN

January 2008 - Present

- Evaluate and document experiences of secondary mathematics student teachers
- Meet with student teachers and their cooperating teachers to discuss pedagogy, resolve issues and provide assist in career search

Multidisciplinary Program Instructional Facilitator, Zionsville Community High School, Zionsville, IN

July 2007 - June 2008

- Coordinated and administered an interdisciplinary, student co-constructed learning environment
- Led teachers from a variety of disciplines in providing credit-bearing coursework to students via online learning opportunities
- Ensured that AP coursework delivered online met College Board requirements
- Worked with IUPUI to provide dual-credit coursework
- Led students in deconstructing state standards to facilitate student understanding of course requirements and assessment opportunities
- Designed and facilitated juried defense for student research presentations
- Monitored and assisted students and teachers to ensure a rigorous standards-based curriculum
- Designed web-based interactive learning experiences via Angel and Blackboard systems; integrated mathematics and science into student research projects
- Maintained budget and coordinated supply orders
- Met with architects and district administrators to plan and design new million-dollar facility

Elementary Science/Technology Program Developer and Teacher, Pleasant View Elementary School, Zionsville, IN

August 2003 - June 2007

- Designed and implemented science and technology curriculum for first through fourth grade students
- Budgeted science fees and coordinated purchasing of materials for all elementary schools in the district
- Designed and led professional development for elementary teachers of science
- Obtained grants to secure hands-on materials for students

Science Department Chair, Zionsville Middle School, Zionsville, IN

August 2000-May 2003

Organized and led department meetings, aligned curriculum with state standards, developed common assessments

Inventoried science textbooks and laboratory materials, budgeted science fees, coordinated textbook orders and laboratory materials and consumables

Middle School Science and Mathematics Teacher, Zionsville Middle School, Zionsville, IN

August 1996 - June 2003

PRESENTATIONS

2014 National Council of Teachers of Mathematics Regional Conference, "Assessing the Standards for Mathematical Practice"

2013 Indiana Association for School Principals, "IDOE Guidance Regarding HEA 1427 Relating to the Common Core State Standards"

2012 Common Core Institute National Conference on College and Career Readiness and Common Core State Standards, "Instructional Practice in a CCSS Classroom: 6-12 Mathematics" and "Instructional Practice in a CCSS Classroom: K-5 Mathematics"

2011 The National Conference on Common Core Standards & Children of Hope, "Understanding the Standards for Mathematical Practice" and "Assessing the Common Core State Standards"

2011 Indiana School Counselor Association Conference, "Indiana Plan for the Transition to the Common Core State Standards"

2011 AdvancEd Indiana Fall Conference, "Curriculum Mapping on the Road to the Common Core State Standards"

2011 Indiana Middle Level Educators Association Conference, Indiana School Counselors Association, Indiana Educational Service Centers, "Indiana Transition Plan for the Implementation of the Common Core State Standards"

2011 National Staff Development Council, Learning Forward, "Implementing a State-Level Curriculum Mapping Initiative"

2011 Curriculum Institute Annual Conference, "Life in Transition: Moving to the Common Core State Standards;" "National Test: What Does it Mean for Us?"

2010-11 Indiana Educational Service Centers, "Indiana Curriculum Mapping Initiative"

2010 Curriculum Improvement Institute Annual Conference, "Making Grades Have Meaning: Assessment Design and Analysis"

2009 Curriculum Improvement Conference, "Curriculum-Based Assessment: Matching Teaching to Assessment"

2008 Indiana Association for the Gifted/Indiana Department of Education Annual Conference, "Meeting SB 408 Requirements Through a Student Co-Constructed Multidisciplinary Curriculum"

2007 Heidi Hayes Jacobs Curriculum Mapping Conference, "Leading With A Common Vision: The Essentials for Planning Your Curriculum Mapping Initiative," and "Using Curriculum Mapping to Build a Standards-Based System of Instruction and Assessment"

2007 Association for Supervision & Curriculum Development Annual Conference, "Working with the 95th Percentile: Mapping the Curriculum for Results"

2005 Hoosier Association for Science Teachers (HASTI), "Meeting the Standards: Designing and Implementing an Elementary Science/Technology 'Specials' Class"

2004 Indiana Computer Educators (ICE) Conference, "Creating District-Wide Technology Education Standards"

AWARDS/GRANTS

\$13,500 Purdue Research Foundation Doctoral Research Grant - Documenting the Experiences of an Alternately Certified Teacher

\$1500 Zionsville Education Foundation Imagine Grant – Attend Association for Supervision and Curriculum Development Annual Conference

\$800 Zionsville Education Foundation Grant – Grow Lab

\$1200 Zionsville Education Foundation Grant – Hands-On Science for Elementary Student

\$500 Zionsville Education Foundation Grant – Summer Math Remediation Material

\$500 D.J. Angus Sciencetech Foundation Grant

\$100,000 Indiana Department of Education Grant – Co-Author – Laptop Computers and Problem Based Learning Training Superintendent's Someone Special Award

D.J. Angus Sciencetech Science Fair Coaching Award - \$500

Scholarship – Sam Rhine Genetics Workshop

IUPUI Outstanding Student Teacher Award

RELATED EXPERIENCE

RAISE Reading Apprenticeship Facilitator, WestEd

July 2013 – Present

Lead professional development sessions in secondary disciplinary literacy

Support 10 schools in their implementation of Reading Apprenticeship disciplinary literacy strategies

Technology Academy Director/Instructor, Zionsville Community Schools, Zionsville, IN

June 1998 - June 2008

Designed course offerings, scheduled all technology professional development for teachers and staff, managed stipends

Planned and led professional development sessions for teachers regarding technology integration, curriculum mapping software, grade book software, Angel online learning management software, high-quality instructional design utilizing Angel and one-to-one initiative

Curriculum Mapping Facilitator, Zionsville Community Schools, Zionsville, IN

2003 - 2008

Led professional development sessions during the school year and summer on curriculum mapping and related software

Leader of Zionsville Community School Corporation's curriculum mapping initiative

Ensured that all corporation curriculum maps were aligned with Indiana Academic Standards and College Board AP requirements

Certified Mentor Teacher

April 2005 - May 2008

Completed state certification April 2005

Experienced as a mentor to beginning secondary science teachers, assisting in portfolio development

Indiana State Teachers Association

2002 - 2008

District Council Representative

Governance Committee

Leadership Subcommittee

Zionsville Educators Association

1996 - 2008

Bargaining Team Member

Executive Council Member

PROFESSIONAL ASSOCIATIONS

National Council of Supervisors of Mathematics
Association for Supervision and Curriculum Development
American Educational Research Association
National Council of Teachers of Mathematics
National Science Teachers Association
National Education Association
Indiana State Teachers Association
Hoosier Association of Science Teachers
Rethinking Schools
Indiana Computer Educators

REFERENCES

Michael J. Rush
Executive Director, Center for College and Career Readiness
15660 Midwest Road
Suite 310
Oakbrook Terrace, IL 60181
(317)590-6665
miker@clihome.com

Dr. Schauna Findlay
Educational Consultant
Former Chief Academic Officer, Goodwill Education Initiatives
1842 Bridgewater Drive
Avon, IN 46123
(317) 495-5931
Schauna.findlay@gmail.com

Ermalene Faulkner
Chief Academic Officer
Muncie Community Schools
2501 North Oakwood Avenue
Muncie, IN 47304
(765)747-5203
efaulkner@muncie.k12.in.us

Dr. Scott Robison
Superintendent
Zionsville Community Schools
900 Mulberry Street
Zionsville, IN 46033
(317)873-8003
srobison@zcs.k12.in.us

Peggy Buchanan
Former Director of Curriculum
Zionsville Community Schools
(765)482-3092
(317)695-6571

Brent J. Freeman

Objective

To serve students in high poverty areas and the community in Educational Leadership, in order to apply my skills in change-oriented leadership, program development, staff dynamics, and producing desired outcomes for students.

Education

Marian University (Indianapolis, IN) GPA: 4.00/4.00 (Anticipated) 2016
Teaching and Learning Leadership Academy, PhD in Educational Leadership
Building Level Administrative License #10078814 (Willing to obtain additional endorsements) Spring 2013

Marian University (Indianapolis, IN) GPA: 4.00/4.00 May 2012
Master of Arts of Teaching, Special Education and Social Studies Indiana State Teacher's License #10070972

Taylor University (Upland, IN) GPA: 3.56/4.00 May 2007
Bachelors of Arts in Sports Management, Minor in Biblical Studies

Relevant Experience

Excel Center, Regional Director (Indianapolis, IN) January 2015 – Present

Excel Center for Adults – Meadows, Director (Indianapolis, IN) January 2012 – Present

- Provide instructional leadership for an urban charter school of over 350 students aged 17-70 years old
- Involved in a team effort that opened a new charter school, recruited & managed an enrollment increase of 50%
- Tripled the amount of students graduating from 2012 to 2014, leading all Excel Centers in graduation rate
- Developed college and career ready culture with 80% of graduates earning career certifications and 30% college credits
- Hosted student training programs for Medical Assisting, Certified Nursing Aide, Phlebotomy Tech, Pharmacy Tech, Early Childhood Education, Forklift Driver, CompTIA A+, Patient Access, Certified Logistics Associate, and more
- Expanded Hire Technology Program for students to prepare for Advanced Manufacturing & Logistics Careers
- Oversee discipline, daily operations, building needs, and day care center on a year round basis
- Lead, serve, and coach staff of 25 full and part time teachers, guidance, administrative, support staff
- Interview and select teachers and other school employees from a diverse pool of talented applicants
- Plan and facilitate professional development activities for all staff with an administrative team
- Teach class and assist in guiding special education department across all Excel Centers

Excel Center for Adults, Assistant to the Director of Special Education (Indianapolis, IN) July 2011 – January 2012

- Lead a group of instructors to remediate students in reading and math who are one to ten grade levels behind
- Interview and select teachers and other school employees from a pool of talented applicants
- Oversaw compliance and services provided to approximately 100 students with special needs
- Developed and implemented Response to Intervention (RTI) Program, Career Pathways for students with disabilities, university partnerships, school-wide TABE assessment, and various other duties
- Contributed to the overall direction of The Excel Centers as a member of the leadership team

The New Teacher Project, Ambassador & Selector (Indianapolis, IN) October 2011 – May 2012

- Interview and select potential Teaching Fellows utilizing rigorous selection model
- Promote and advocate The New Teacher Project among highly skilled candidates for Transition to Teaching
- Nurture and develop relationships with potential Fellows to encourage participation in the program

Arsenal Technical High School, Special Education Teacher (Indianapolis, IN) August 2010 – May 2011

- Instruct self-contained Career Exploration classes for students with Mild Cognitive Disabilities, Emotional Handicaps, Autism Spectrum Disorder, Speech Impairments, Learning Disabilities, and Blind/Low Vision

- Design engaging curriculum around projects and interest-based exploration of careers; three students received mid-year admittance to Vocational Classes, and 93% of students moved closer to their desired career
- Facilitate a variety of Service Learning experiences totaling over 230 student hours for 16 students
- Monitor IEPs to develop differentiated instruction and assist student's transitions into life after high school
- Serve as Teacher of Record (TOR) for students with a variety of Special Needs

Indianapolis Teaching Fellows Program (Indianapolis, IN)

June 2010 – May 2012

- Admitted to a highly selective cohort of recent college graduates and career changers committed to raising student achievement in Indianapolis' highest need schools, including student teaching experience at Broad Ripple High School

Transition Resources Corporation, JAG Career Specialist, Manual High School (Indianapolis, IN)

July 2009 – June 2010

- Delivered lessons to juniors and seniors on activity based curriculum focused on 87 Employability Competencies
- Collaborated with various teachers and counselors for special service projects, Annual Case Reviews, field trips, etc.
- Elicited improvement from underachievers resulting in 13 of 15 seniors graduating & many juniors raising their GPA's
- Practiced effective classroom management that fostered learning and encouraged students to buy into the program
- Taught approximately 10-15 special education students and provided services to enable them to graduate

Camptown Inc., Program Director (Indianapolis, IN)

October 2007 - July 2009

- Planned and led a variety of outdoor adventure programs, including overnight trips, with inner-city youth
- Developed and taught lessons to groups of students about nature, outdoor skills, and life application
- Doubled program's youth served from 500 in 2007, to 1000 in 2008 and to 2009 youth served in 2009
- Designed and expanded Youth Leader Program, a direct youth mentoring program for teens
- Heavily involved in collaborating, marketing, hiring staff, and operations of the non-profit organization

Professional Certifications, Licenses, and Memberships

- Certified Building Level Administrator in the State of Indiana
- Highly-qualified in the State of Indiana to teach Social Studies 6-12 and Special Education Mild Interventions K-12
- Certified by the American Heart Association in CPR, First Aid, and AED
- Certified by Marian University in QPR Suicide Prevention Training
- Formerly held membership in Purdue University's Leadership Development Program for Career & Technical Education Special Educators
- Formerly held membership in the National Career Pathways Network for linking employment to secondary education

Relevant Skills and Accomplishments

- Excellent verbal and written professional communication skills, and proven leadership abilities
- Recipient of Community Service Award from United Northeast Community Development Corporation 2014
- Recognized by The New Teacher Project as a successful Indianapolis Teaching Fellow 2013
- Recipient of "Excellence Award" from Indianapolis Teaching Fellows for dedication to raising student achievement 2010
- Boy Scout as a youth and adult volunteer, including honor of Eagle Scout 1990 - 2009
- Proficient in Spanish due to five years of cumulative Spanish Instruction 1999 - 2006

Volunteer Experience

Redeemer Presbyterian Church

2010 - Present

- Serve as Deacon Assistant on the Service & Mercy Committee
- Coordinated meetings as Community Group leader with a group of families in our neighborhood

The Mind Trust

2012 - 2014

- Participate in education reform round table group

Neighborhood Fellowship (Indianapolis, IN)

2007 - 2010

- Shared Sunday School teaching responsibilities and work with youth and adults at inner-city church
- Volunteered in various capacities at the church and at homes of those in the church family

MANAGEMENT PROFILE

Over 15 years of management and professional experience in the field of workforce development and education. Extensive knowledge of the workforce development community in the Metro Washington region, with particular expertise in partnership development, performance monitoring, grants management, program management and evaluation.

ACCOMPLISHMENTS

GOODWILL OF GREATER WASHINGTON

Vice President, Workforce Development

2006 - Present

- Lead management team of 5 and division of 30+ staff to implement high performing job training and supportive service programs to nearly 3,000 individuals at four job training locations in D.C., MD, and VA.
- Prepare annual division strategic plan and \$2 million+ budget
- Develop annual strategic plan to guide growth of division, focused on expansion of education programs in high growth industries with the business community, public workforce system, community colleges, and community-based organizations and funding community.
- Lead division in continual evaluation and SWOT analysis to ensure workforce development programming meet the needs of the job seekers, business community, and external funders.
- Lead organization through preparation process for CARF (Commission on Accreditation of Rehabilitation Facilities) accreditations which has resulted in three, three year accreditation awards
- Initiated collaborative sector training partnerships with N. Virginia Community College to develop a Security and Protective Services job training program; Green Builders Council and ABC Metro Washington to expand the pre-apprenticeship construction training program to include green training in weatherization, smart meter installation, and green advantage instruction; and the Community College of DC and Progressive Partners to develop a Hospitality job training program.
- Revived Goodwill's Disability Services programming through renewal of contracts with MD and DC public vocational rehabilitation agencies resulting in delivery of intensive placement and training services to 100+ persons with disabilities annually.
- Provided oversight of the Marriott Marquis Jobs Training Program, a 2.35 million dollar program funded by Events DC and United Way of the National Capital Area and resulted in 579 graduates and nearly 200 job placements

Community Collaboration Coordinator

2005 – 2006

- Led Request for Proposal process for a Northern Virginia US DOL Community and Faith-based grant in conjunction with N. VA Workforce Investment Board which included development and marketing of an RFP and assembly of 5 member selection committee. The effort resulted in the identification of 15 non-profit grantees collectively awarded over \$300,000 to implement job training programs.
- Provided grant and program management technical assistance to 15 grantees on how to improve workforce development program delivery, capacity to manage federal dollars and program sustainability.
- Exceeded all DOL grant performance outcome targets and project highlighted as a best practice by the U.S. DOL Center for Community and Faith Based Initiatives.

GEORGE WASHINGTON UNIVERSITY

GWU Anacostia High School Law & Public Service Academy Fellow

2004 - 2005

- Granted full tuition fellowship to coordinate events and activities of the Law & Public Service Academy at Anacostia High School, which included recruitment and supervision of 20+ GWU volunteers.

ST. IGNATIUS COLLEGE PREP

Director, Community Service

2002 - 2003

- Managed a four-person department that coordinated service activities with 30+ Chicago nonprofits.
- Taught Urban Studies, a senior service-learning course; managed 45 seniors at 11 service agencies.
- Organized 11 service trips for 100 students to underprivileged communities in the USA and Guatemala.
- Supervised 140 student tutors daily at a Boys & Girls Club and St. Procopius grammar school.
- Coordinated Freshman Service day event for 330 freshmen to provide a day of service at 35 nonprofits.
- Co-creator of a school-wide (1200 students) diversity conference.

Jesuit Alumni Volunteer (JAV) Teacher

2000 - 2002

- Served in the first two years of JAV-Chicago, a post-graduate volunteer teaching program. Courses taught include: Images of Humanity, Urban Studies, and World Religions.

EDUCATION

M.P.A., Public Administration, George Washington University

B.S., History, Theology, Faith Peace & Justice Studies, Boston College

AWARDS and RECOGNITION

- 2011 Aspen Institute Sector Skills Academy Marano Fellow
- 2006 Recognition from the Northern Virginia Workforce Investment Board "For Outstanding Service with the Northern Virginia Faith & Community Based Grant Initiative".
- 2005 Community Service Award, School of Public Policy & Public Administration, GWU.
- 2003 AmeriCorps Service Education Award, Jesuit Alumni Volunteer Program.

Appendices- Letters of Support

February 4, 2015

Catherine Meloy
President and CEO
Goodwill of Greater Washington
2200 South Dakota, Avenue, NE
Washington, DC 20018

Dear Catherine,

It was a pleasure meeting with you and your team last week. We are pleased to present the proposal for the YMCA Youth Development Center serving Goodwill of Greater Washington. As discussed, please find attached our YMCA draft proposed budget, covering annual operating costs.

The YMCA is excited to offer our professional expertise to Goodwill Inc. to assist in meeting the needs of the adult learners and their dependent children. Child care, often a barrier to continued academic pursuit is a need that Goodwill has committed to with the development of the new charter school for adult learners in need of their high school degree. With a history of quality care and youth development, the YMCA of Metropolitan Washington is a leader in opening and managing high impact programs and services for children, ages 6 weeks and above.

In consultation with Goodwill, the YMCA offers its professional leadership in full oversight of the child care program to include assurance with child care standards, licensing, staff selection and supervision, curriculum development and delivery, parent communication and overall administration and management of the day-to-day operation of the program. Operationally, the YMCA will provide leadership to the following:

- Groundwork development of a full day child development center within the Goodwill charter school in compliance with the District of Columbia Regulatory agency overseeing child development facilities in the District of Columbia.
- Program development for children, ages 6 weeks to 12 years to operate

from 8am to 8pm utilizing a blended activity-rich curriculum that engages and supports the learning benchmarks of children at all levels.

- Hiring, training, supervision and management of a highly qualified, nurturing and caring staff that is committed to the safety and welfare of the children enrolled in the program.
- Facility design and maintenance of a state of the art child friendly environment that promotes a sense of comfort, stimulated learning and value for the children in care.

The YMCA is looking forward to a strong and long-term partnership with Goodwill of Greater Washington. As discussed, I will be your point-of-contact for any questions or additional information. Please do not hesitate to contact me at 202.369.6271 or gene.jones@ymcadc.org.

Sincerely,

Gene T. Jones
Vice President of Operations and Youth Development

Annual Management Fee:

Operating Costs (see attached tab)	\$488,028
Contract Cost	\$120,000

Total	\$608,028
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Additional Start Up Costs:

FF&E Startup Costs	\$25,000
Initial Consulting Startup Costs (Estimate)	\$10,000

<i>Total Start Up Costs</i>	<i>\$35,000</i>
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Operating Budget													
Expense	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Adminstrative Salaries	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	85,000
Program Leaders Wages	22,601	22,601	22,601	22,601	22,601	22,601	22,601	22,601	22,601	22,601	22,601	22,601	271,212
Retirement Plans	2,968	2,968	2,968	2,968	2,968	2,968	2,968	2,968	2,968	2,968	2,968	2,968	35,616
Health Insurance	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Life & Disability Ins	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Unemployment Compensation	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Social Security Taxes	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Workmens Comp. Ins.	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Office Supplies	100	100	100	100	100	100	100	100	100	100	100	100	1,200
General Prog.Supplies	2,500	500	500	500	500	500	500	2,500	500	500	500	500	10,000
Food Costs	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Special On-site activities	200	200	200	200	200	200	200	200	200	200	200	200	2,400
New Equipment	2,500	200	200	200	200	200	200	200	2,500	200	200	200	7,000
IT Equipment Purchase	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Program Leaders/Training	1,000	100	200	200	200	200	200	500	100	100	100	100	3,000
Recruiting Costs	50	50	50	50	50	50	50	50	50	50	50	50	600
	45,002	39,802	39,902	39,902	39,902	39,902	39,902	42,202	42,102	39,802	39,802	39,802	488,028

ASSUMPTIONS

1,500 sq ft of total dedicated childcare space
500 sq ft dedicated to infants to 2 year olds
1,000 sq ft dedicated to 3 yr olds and above

Infant/Toddler Space: (500 sq ft)

- * Requirement of 40 sq ft per child
- * 12 Infant Toddlers (Maximum)

Preschool/School-Age Space: (1,000 sq ft)

- * Requirement of 35 sq ft per child
- * 28 Children (Maximum)

STAFFING MODEL

Administration

Childcare Director	\$50,000
Assistant Childcare Director (also covers shifts when needed)	\$35,000

sub-total	\$85,000
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Infant/Toddler Room

Age	Ratio	Max Size
24-30m	1:4	12

1 lead position x \$14.87 x 13 hrs/day x 5 days/wk x 52 weeks	\$50,261
2 assistant teacher positions x \$10.10 x 13 hrs/day x 5 days/wk x 52 wks	\$68,276

sub-total	\$118,537
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Preschool/School-Age Room

Age	Ratio	Max Size
24-30m	1:4	12
30-3yrs	1:8	16
4-5yrs	1:10	20

1 lead position x \$14.87 x 13 hrs/day x 5 days/wk x 52 weeks	\$50,261
3 assistant teacher positions x \$10.10 x 13hrs/day x 5 days/wk x 52 wks	\$102,414

sub-total	\$152,675
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Total Annual Salaries

\$356,212

***Note that the 13 hours per day covers the shifts, which will include full-time and part-time staff



OFFICE OF THE C.E.O.

Dianna G. Phillips Ph. D.
Chief Executive Officer

March 2, 2105

Catherine Meloy
President and CEO
Goodwill of Greater Washington
2200 South Dakota Avenue, NE, 20018
Washington DC, 20018

Dear Catherine:

The University of the District of Columbia Community College (UDC-CC) is pleased to write this letter in support of the application to the DC Public Charter School Board to establish The Goodwill Excel Center Public Charter School.

The mission of UDC-CC is to provide opportunities for students to obtain the requisite skills of today's workforce and prepares them for the demands of tomorrow. We have worked closely with Goodwill of Greater Washington in educating and preparing residents of the District for careers in the Hospitality industry. Most recently, we partnered to implement the Marriott Marquis Jobs Training Program that resulted in skills training for 579 residents of which nearly 200 were employed by the Marquis. Many of the over 3,000 applicants recruited for this program demonstrated significant skills gap in literacy and numeracy and many lacked a high school credential. Most of the programs at UDC-CC require a high school credential for entry. To improve access to UDC-CC's diverse course offerings, it is critical that residents have access to effective programming that prepares them for a high school credential so they can take advantage of the growing menu of classes and programs offered at UDC-CC

We are committed to working with the staff of the Goodwill Excel Center Public Charter School in the following ways:

- Establish an agreement to allow for the enrollment of individuals who have demonstrated high skill levels on the ACCUPLACER to enroll in dual credit courses.
- Work with staff of the Goodwill Excel Center Public Charter School to help students enroll in established industry based certificate and/or degree programs at UDC-CC.

Again, UDC-CC is extremely pleased to provide this support to the Goodwill Excel Center and we wish you great success in your application approval. We look forward to the potential of expanding our partnership to improve the education, skills, and economic security of the residents of the District of Columbia.

Sincerely,

A handwritten signature in blue ink that reads "Dianna G. Phillips, Ph.D." The signature is written in a cursive style.

Dianna G. Phillips, Ph.D.

Chief Executive Officer

University of the District of Columbia Community College

March 3, 2015

Catherine Meloy
President and Chief Executive Officer
Goodwill of Greater Washington
2200 South Dakota Avenue, NE
Washington, DC 20018



Dear ~~Mrs. Meloy~~ *Catherine*:

I am writing to offer my strong support for the establishment of The Goodwill Excel Center Public Charter School in the District of Columbia to serve adults without a high school diploma.

Events DC and Goodwill of Greater Washington (GGW) worked together during 2013 and 2014 on the Marriott Marquis Jobs Training Program. The program, which Events DC funded as part of our Headquarters Hotel project, validated the fact that a skills gap exists for too many District residents. As the lead partner in a coalition of community agencies contracted to coordinate the recruitment, screening, training and referral of District residents for jobs at the Marriott Marquis Washington, DC, your staff demonstrated a commitment to excellence and the ability to create the quality of programming needed to prepare adult residents to access quality jobs.

GGW's combination of high-quality educational services and an understanding of District residents' needs that comes from decades of service to our community will help create a new educational option for our city. The programs and services of GGW have made a great impact on the District and I have confidence this contribution will continue as GGW works to establish the Goodwill Excel Center Public Charter School.

Sincerely,

A handwritten signature in black ink that reads "Gregory A. O'Dell".

Gregory A. O'Dell
President and Chief Executive Officer

801 Mount Vernon Place, NW
Washington, DC 20001

P 202.249.3000
F 202.249.3255

eventsdc.com

March 3, 2015

Catherine Meloy
President and CEO
Goodwill of Greater Washington
2200 South Dakota Avenue, NE, 20018
Washington DC, 20018

Dear Catherine:

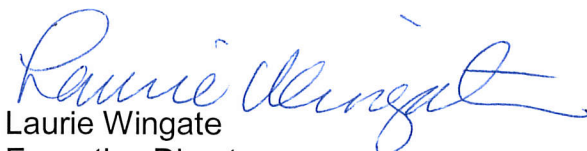
I am offering my personal support for establishment of The Goodwill Excel Center Public Charter School in the District of Columbia.

Raise DC is a cross sector partnership of local stakeholders formed to promote a culture shift from competition over Washington, DC resources to collaboration, in providing every youth with opportunities to succeed from cradle to career. The Goodwill Excel Center Public Charter School's emphasis on high school completion, postsecondary education and career pathways mixed with life coaching and supports such as transportation assistance and child care are critical elements in helping to reengage young adults in the District who have dropped out of high school.

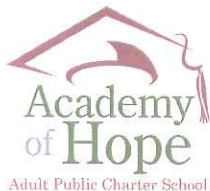
I believe the Excel Center school model will contribute to Raise DC's Disconnected Youth Change Network Goal of expanding opportunities for the 7,000+ D.C. youth ages 16-24 who are out of school and unemployed reconnect with school to obtain their high school diploma. We believe this school model will contribute to Raise DC's Youth Employment Change Network goal of providing diverse opportunities for DC to prepare for a career. Members of Goodwill of Greater Washington's workforce development division have engaged in our work in both of the aforementioned changed networks and I believe their experience and history of providing quality service to the residents of the District will be invaluable assets in launching the school.

I am excited and hopeful that residents in the District of Columbia will have a second chance to return to school to obtain their high school diploma, access market valuable credentials, and access assistance to continue their education at the post-secondary level. I know the need is great from our research at Raise DC and through countless conversations with our partners. Thank you for the opportunity to submit this letter of support and I wish you great success in your approval.

Sincerely,



Laurie Wingate
Executive Director
Raise DC



Excellence in Adult Education Since 1985

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Pivotal Practices Consulting LLC

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Kerry Lenahan
Beaconfire Consulting

Sarah L. Oldmixon
National Skills Coalition

Anshu Sheth
AFL-CIO

Maurice Taylor
Academy of Hope Learner

Jessica Venegas
Community Solutions, Inc.

Sandra Walker
Academy of Hope Learner

Leicester Johnson
Chief Executive Officer
Ex officio

March 2, 2015

Catherine Meloy
President and CEO
Goodwill of Greater Washington
2200 South Dakota Avenue, NE, 20018
Washington DC, 20018

Dear Catherine:

The Academy of Hope Adult Public Charter School is pleased to support the establishment of The Goodwill Excel Center Public Charter School in the District of Columbia for adult residents.

Academy of Hope has been providing adult education services in the District of Columbia since 1985 and is well acquainted with the skills gap and need for quality programming to help residents obtain a high school credential. With nearly 63,000 residents lacking a high school diploma there is a tremendous need for quality schools to meet this incredible need. I am aware of the strong workforce development programming of Goodwill of Greater Washington (GGW) who is supporting the founding of the Goodwill Excel Center PCS. I am also familiar with the Excel Center model and believe that it will bring another quality school option to adults in need of obtaining a high school diploma.

We are delighted to learn that the adult residents of the District of Columbia will have improved opportunity to access another quality education option with the Goodwill Excel Center Public Charter School and wish you great success in your application approval.

Sincerely,

Leicester Johnson
Chief Executive Officer
Academy of Hope Adult Public Charter School

March 5, 2105

Catherine Meloy
President and CEO
Goodwill of Greater Washington
2200 South Dakota Avenue, NE, 20018
Washington DC, 20018

Dear Catherine:

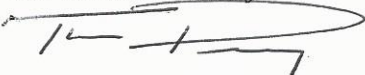
Progressive Partners and Goodwill of Greater Washington have worked deeply in the last three years to increase low-income DC residents' skills level and preparedness to enter and succeed in careers in the hospitality industry. Progressive Partners LLC (UDC-CC) is pleased to write this letter in support of the application to the DC Public Charter School Board to establish The Goodwill Excel Center Public Charter School.

Progressive Partners has over 30 years of hospitality, workforce and talent development experience in service to DC residents, hotel and restaurant workers and other special needs students since 1992. Since 2012, we have worked closely with Goodwill of Greater Washington in educating and preparing residents of the District for careers in the Hospitality industry that has resulted in new employment for hundreds of residents. Most recently, we partnered to implement the Marriott Marquis Jobs Training Program that resulted in skills training completion for 579 residents of which nearly 200 were employed by the Marquis. Many of the over 3,000 applicants recruited for this program demonstrated significant skills gap in literacy and numeracy and many lacked a high school credential. We are committed to working with staff of the Goodwill Excel Center Public Charter School as it prepares to deliver critical education services that will lead to a High School Diploma, a possible career in the Hospitality industry, and ultimately to economic security for the residents of the District of Columbia.

Again, Progressive Partners is extremely pleased to provide support to the establishment of the Goodwill Excel Center Public Charter School and we wish you great success in your application approval. We look forward to the potential of expanding our partnership to improve the education, skills, and economic security of the residents of the District of Columbia at this school.

Sincerely,

Mr. Thomas Penny



Managing Partner
Progressive Partners



Trinity

Office of the President
Trinity Washington University
125 Michigan Avenue NE, Washington, DC 20017
v 202-884-9050 f 202-884-9056
president@trinitydc.edu www.trinitydc.edu

March 2, 2105

Ms. Catherine Meloy
President and CEO
Goodwill of Greater Washington
2200 South Dakota Avenue, NE, 20018
Washington DC, 20018

Dear Catherine:

I am pleased to write to confirm Trinity's full support of the establishment of The Goodwill Excel Center Public Charter School in the District of Columbia.

For more than a century, Trinity College (now known as Trinity Washington University) has been one of the leading academic institutions in Washington. Today, Trinity serves a majority of D.C. residents in five academic schools including our full-time undergraduate women's college, and professional schools in healthcare, education, business and other professional programs. Trinity also conducts the only university degree program east of the river at THEARC. We know full well the educational needs and aspirations of the citizens of D.C. and the Washington region. Trinity's mission seeks to prepare students across the lifespan for the intellectual, ethical and spiritual dimensions of contemporary work, civic and family life.

To succeed in post-secondary education, which is essential for many careers in the Washington regional workforce, individuals must have not only a high school diploma, but also the baseline knowledge and skills necessary to excel in a post-secondary environment. I am confident the Goodwill Excel Center Public Charter School and the array of supports it will provide residents will improve their access in enrolling and being successful at Trinity and other colleges and universities, or postsecondary programs. Trinity is committed to working with the staff at the Goodwill Excel Center Public Charter School to provide access to a high quality post-secondary education and will work to explore and establish dual enrollment programming.

The programs and services of GGW have made a great impact on the residents of the District and I have confidence this impact will continue as Goodwill of Greater Washington works to establish the Goodwill Excel Center Public Charter School.

Sincerely,

Patricia A. McGuire
President