

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2016 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

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

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

WHEREAS, §38-1802.04(c)(3)(A) of the Act gives broad decision-making authority over school operations to the board of Directors of the School Corporation (“**Board of Directors**”), including exclusive control over administration, expenditures, personnel, and instruction methods; and

WHEREAS, DC PCSB and the School Corporation seek to foster a cooperative and responsive relationship;

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

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter.

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

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

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

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

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

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

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

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

The School Corporation shall provide DC PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall provide written request for approval for any changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

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

SECTION 2. EDUCATIONAL PROGRAM

2.1 Mission Statement.

A. The School Corporation shall operate the School in accordance with its mission statement: The mission of the Goodwill Excel Center is to transform adult lives through the power of achieving a high school diploma and accessing post-secondary education and careers in growing, sustainable local industries.

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

2.2 Age-Grade.

A. Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in grades 9 through 12. Students served will be adults but may include minors who are age 14 and higher and have previously dropped out of school. In

each of the succeeding four Academic Years, the School may provide instruction to students in accordance with **Schedule I**. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

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

2.3 Goals and Academic Achievement Expectations.

A. The School Corporation has selected the following as its academic achievement expectations and goals:

Student Achievement

On an annual basis, the school will be held to the following goals and student academic achievement expectations:

1. The annual percent of Goodwill Excel PCS students scoring 3 or above on the state’s high school assessment for math will be no more than three points below the percent of overage, under-credited charter sector students who score 3 or above on the state high school PARCC assessment for math.
2. The annual percent of Goodwill Excel PCS students scoring 4 or above on the state’s high school assessment for math will be no more than three points below the percent of overage, under-credited charter sector students who score 4 or above on the state high school PARCC assessment for math.
3. The annual percent of Goodwill Excel PCS students scoring 3 or above on the state high school PARCC assessment for English Language Arts will be no more than three points below the percent of overage, under-credited charter sector students who score 3 or above on the state high school PARCC assessment for English Language Arts.
4. The annual percent of Goodwill Excel PCS students scoring 4 or above on the state high school PARCC assessment for English Language Arts will be no more than three points below the percent of overage, under-credited charter sector students who score 4 or above on the state high school PARCC assessment for English Language Arts.

Student Progress:

Goal(s)	Business Rules
<p><i>Earning Course Credit</i></p> <ol style="list-style-type: none"> 1. An average of at least 65% of students will earn at least one credit in one of the following 	<p>See Attachment J for information on the courses represented by one credit. Most course requirements for graduation equal one credit, though</p>

<p>academic years, and the annual average of students earning at least one credit will not fall below a 55% in any of the following academic years: SY 2016-17, SY 2017-18, SY 2018-19 and SY 2019-20.</p> <p>2. Starting in SY 2020-21 and every year thereafter, an average of at least 65% of students will earn at least one credit in two of the most recent five academic years preceding charter review or charter renewal, and the annual average of students earning at least one credit will not fall below a 55% in any of the previous five academic years.</p>	<p>there are a small number of half credit courses.</p> <p>To determine the rate for one term:</p> <p>Numerator: The number of students who earn at least one credit in Term X</p> <p>Denominator: Total number of students enrolled in Term X</p> <p>Enrollment is defined as the total number of students who complete the school's orientation and have attended at least one day of the term. DC PCSB may collect the roster of students each term by day four to verify the total number of students that would be included in each term's rate.</p> <hr/> <p>Goal attainment determined by:</p> <p>(# of students earning a credit in Term 1 + # students earning a credit in Term 2 ... + # of students earning a credit in Term 5) / (# of student enrolled in Term 1 + # of student enrolled in Term 2 + ... # of student enrolled in Term 5)</p> <p>Note that this change makes each term weighted by the number of students enrolled and the number of passing scores—so if they had a rough Term 3, they can still get back on top with higher results in Terms 4 and 5.</p>
<p><i>Reading Progress</i></p> <p>1. An average of at least 65% of students enrolled in <i>Read 180</i> will reach their reading growth goals, as indicated by the publisher's guidelines, in one of the following academic years, and the annual average of students</p>	<p>To determine the rate for one term:</p> <p>Numerator: The number of students in Term X who are enrolled in Read 180 who reach their term reading growth goals, as measured by pre and post tests during Term X.</p>

<p>reaching their reading growth goals will not fall below a 50% in any of the following academic years: SY 2016-17, SY 2017-18, SY 2018-19 and SY 2019-20.</p> <p>2. Starting in SY 2020-21 and every year thereafter, an average of at least 85% of students enrolled in <i>Read 180</i> will reach their reading growth goals, as indicated by the publisher's guidelines, in at least two of the most recent five academic years preceding charter review or charter renewal, and the annual average of students reaching their reading growth goals will not fall below a 70% in any of previous five academic years.</p>	<p>Denominator: The total number of students enrolled in the reading intervention program Read 180 in Term X, as indicated by pre and post tests in Term X.</p> <p>This requires at least 50% of the students enrolled in Read 180 to have pre and post -tests. If less than 50% of the students enrolled in Read 180 take pre and post tests, the school will be determined not to have met this goal.</p> <hr/> <p>Goal attainment determined by:</p> <p>(# of students who reach their Read 180 goal in Term 1 + # of students who reach their Read 180 growth goal in Term 2... _ # of students who reach their Read 180 growth goal in Term 5) / (# of student enrolled in Term 1 + # of student enrolled in Term 2 +... # of student enrolled in Term 5)</p>
<p><i>Math Progress</i></p> <p>1. An average of at least 75% of students enrolled in the math intervention programming will reach their mathematic growth goals for the term, following the publisher's guidelines as indicated by the iReady assessment, in one of the following academic years, and the annual average of students reaching their math growth goals for the term will not fall below a 50% in any of the following academic years: SY 2016-17, SY 2017-18, SY 2018-19 and SY 2019-20.</p> <p>2. Starting in SY 2020-21 and every year thereafter, an average of at least 85% of students enrolled in the math intervention programming will reach their mathematic growth goals for the term, following the publisher's guidelines as indicated by the iReady assessment, in one of the most recent</p>	<p>To determine the rate for one term:</p> <p>Numerator: The number of students in Term X who are enrolled in the math intervention who reach their term math growth goals as indicated by iReady pre and post tests.</p> <p>Denominator: The total number of students enrolled in the math intervention program in Term X who take pre and post tests</p> <hr/> <p>This requires at least 50% of the students enrolled in math intervention programming to have pre and post tests. If less than 50% of students enrolled in math intervention</p>

five academic years preceding charter review or charter renewal, and the annual average of students reaching their math growth goals for the term will not fall below a 65% in any of the previous five academic years.	<p>programming have pre and post tests, the school will be determined to have not met this goal.</p> <hr/> <p>Goal attainment determined by:</p> <p>(# of students who reach their iReady math goal in Term 1 + # of students who reach their iReady math growth goal in Term 2... _ # of students who reach their iReady math growth goal in Term 5) / (# of student enrolled in Term 1 + # of student enrolled in Term 2 +... # of student enrolled in Term 5)</p>
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College and Career Readiness

Goal(s)	Business Rules
<p><i>Credentials by the end of program year</i></p> <ol style="list-style-type: none"> 1. By the end of academic school year 2016-17, 60% of the students who have graduated that academic year will have earned at least 3 college credits (through at least one three-credit college level class) or an industry recognized credential during the program year. 2. By the end of academic school year 2017-18, 65% of the students who have graduated that academic year will have earned at least 3 college credits (through at least one three-credit college level class) or an industry recognized credential during the program year. 3. By the end of academic school year 2018-19 and every year thereafter, 70% of the students who have graduated that academic year will have earned at least 3 college credits (through at least one three-credit college level class) or an industry recognized credential during the program year. 	<p>Industry recognized credentials that meet the following criteria will be accepted:</p> <ol style="list-style-type: none"> a. A professional license issued by DC, Maryland or Virginia that is required for entry into a specific occupation as determined by a DC, MD, or VA state licensing agency; b. A certificate from an industry which may consist of entry-level exams as a component of a suite of exams in an industry certification program leading toward full certification (Automotive Service Excellence, (ASE), Microsoft Office Specialist (MOS); c. Credentials required for occupations associated with DC's High Demand Sectors

	<p>and Occupation list published by the DC Workforce Investment Council and any other future approved credential list issued by the District government</p> <p>d. A credential listed on Virginia's Board of Education Approved Industry Certifications, Occupational Competency Assessments, and professional licenses list</p> <p>Numerator: Total number of students who have graduated and who have earned at least three college credits (through at least one three credit college-level class) or have earned an industry-recognized credential as described in the goal during the program year, by the time they have graduated</p> <p>Denominator: Total number of students who have graduated that academic year.</p>
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Gateway Indicators

Goal(s)	Business Rules
<p><i>Graduation</i></p> <ol style="list-style-type: none"> 1. In at least one of the following years, at least 25% of Goodwill Excel PCS's verified enrolled students will graduate by the end of the academic year and the percent of verified enrolled students who graduate by the end of the academic year will not fall below 10% in any of the following years: SY 2017-18, 2018-19, 2019-20. 2. Starting in SY 2020-21 and every year thereafter, at least 25% of verified enrolled students will graduate in at least one of the most recent five years preceding charter review or renewal and the percent of verified 	<p>A Graduate is defined as a student who meets all of GEC PCS's graduation requirements and earns a diploma.</p> <p>Numerator: The total number of students who graduate during the academic year.</p> <p>Denominator: The total number of students enrolled on count day.</p>

enrolled students who graduate will not fall below 20% in any of the previous five years.	
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College and Career Readiness: Employment and Postsecondary Outcomes

Goal(s)	Business Rules
<ol style="list-style-type: none"> 1. By the end of at least one of the following school years, at least 65% of graduates will enroll in college or be employed within 6 months of graduation, as indicated by follow-up surveys with at least a 50% response rate, and at least 50% of graduates annually will enroll in college or be employed within 6 months of graduation, as indicated by follow-up surveys with at least a 50% response rate: SY 2016-17, SY 2017-18, SY 2018-19, SY 2019-20. 2. Starting in SY 2020-21 and every year thereafter, by the end of at least two of the most recent five years preceding charter review or renewal, at least 65% of graduates will enroll in college or be employed within 6 months of graduation as indicated by follow-up surveys with at least a 50% response rate, and at least 60% of graduates annually will enroll in college or be employed within 6 months of graduation, as indicated by follow-up surveys with at least a 50% response rate. 	<p>Start of Follow-Up:</p> <p>1st term after graduation</p> <p>Length of Follow-up:</p> <p>Within 6 months of graduation</p> <hr/> <p>Goal determined by:</p> <p>Of the students that have responded to follow up surveys:</p> <p>Numerator: Students in the denominator that are employed or enrolled in college within the first six months after graduation</p> <p>Denominator: Students who have graduated from the Goodwill Excel PCS program during the academic year.</p>

Leading Indicators:

Goal(s)	Business Rules
<p><i>Attendance</i></p> <ol style="list-style-type: none"> 1. The annual in-seat attendance rate will be 60%. 	<p>This measure will follow the business rules for in-seat attendance for the high school PMF.</p> <p>[# of instructional days present (all students) /# days enrolled (all students)] *100</p>
<p><i>Cumulative Audited Enrollment</i></p> <ol style="list-style-type: none"> 2. The school's annual cumulative audited enrollment rate will not go below 70%. 	

<p><i>Re-Enrollment</i></p> <p>3. During the school year, the average re-enrollment from term to term is 75%, excluding the students who have graduated.</p>	<p>To get the rate for one term (starting in the second term):</p> <p>Numerator: # of students in term I who have not graduated and who have enrolled in term I+1</p> <p>Denominator: # of students in term I who have not graduated</p> <p>In year one (SY 2016-17), the rate will include an average of the re-enrollment rates of term 2, term 3, term 4, and term 5.</p> <p>In year two and beyond (SY 2017-18 and beyond), the rate will include an average of the re-enrollment rates term 1 of the new academic year (re-enrollment calculated from the previous academic year's term 5), term 2 of the new academic year, term 3 of the new academic year, term 4 of the academic year, and term five of the academic year.</p>
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B. If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by DC PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section. (“**Campus**” is defined by DC PCSB’s *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the D.C. Office of the State Superintendent of Education (“**OSSE**”). A campus may have a distinct grade span, such as early childhood, elementary, middle, or high school, or a combination of the above. A campus may be in the same facility or different facilities).

C. Standard for charter review and renewal. In order to be considered as having met its goals and academic achievement expectations, each campus of the School Corporation must meet the goals in Section 2.3A.

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

E. The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by DC PCSB, or the manner in which the School will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

2.4 Curriculum. The School Corporation shall have exclusive control over its instructional methods, consistent with § 38-1802.04(c)(3)(a) of the Act, but the School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change in the School's mission or goals no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. The School Corporation shall provide DC PCSB with any materials requested by DC PCSB in connection with the petition for charter revision. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

2.5 Graduation Requirements. The School Corporation shall implement and hold its students accountable to the graduation requirements approved by DC PCSB, attached hereto as **Attachment J**. The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) for any material changes to graduation requirements no later than April 1 prior to the Academic Year in which the changes to the graduation requirements will take effect. Pursuant to D.C. MUN. REGS. tit. 5-E, § 2203.7(a), DC PCSB grants the School Corporation a waiver from the following academic requirements for graduation: (a) the physical education/health requirement of D.C. MUN. REGS. tit. 5-E, § 2203.3(b); and the 100 hours of volunteer community service requirement of D.C. MUN. REGS. tit. 5-E, § 2203.3(f). Additionally, pursuant to D.C. MUN. REGS. tit. 5-E, § 2203.7(a), the School Corporation is granted a waiver of the Carnegie Unit requirements set forth in D.C. MUN. REGS. tit. 5-E, § 2203.3. The School Corporation may award competency-based units in all subjects, measured by competency-based assessments, which are subject to the oversight of DC PCSB and may require reasonable modifications to ensure a sufficient level of rigor. ("**Assessments**," as used here, are any number of tools used to value or determine whether a student has met the School Corporation's graduation requirements as approved by DC PCSB).

2.6 Students with Disabilities.

A. The School Corporation shall provide services and accommodations to students with disabilities in accordance with Part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), ("**IDEA**") the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

B. Pursuant to § 38-1802.10(c) of the Act, the School Corporation shall be treated as a local educational agency (“LEA”) for the purpose of providing services to students with disabilities.

2.7 Additional Waivers. Pursuant to D.C. MUN. REGS. tit. 5-E, § 2203.7(a), DC PCSB grants the School Corporation the following waivers: (1) a waiver from the requirements of D.C. MUN. REGS. tit. 5-E, § 2100.3 that an instructional day shall be at least six hours in length for students; and (2) a waiver from any requirement to have a gymnasium, cafeteria, or to serve breakfast or lunch.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location.

A. The School shall be located at 1776 G Street NW, Washington, D.C. 20006 (the “**School Property**”). DC PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School’s first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School or its administrative offices provided that they are located in Washington, DC.

B. In the School’s first Academic Year of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range. After its first full Academic Year of operation, the School Corporation may submit a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act to expand into a multi-campus school. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

C. The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation, except that in the case of casualty to the School Property that causes a need for relocation, the School shall provide as much notice as possible but shall not be required to provide three months notice. Such a request for approval shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB reserves the right to delay or prohibit the School’s opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in **Attachment F** at least one month prior to the first day of the School’s operation at the new School Property.

3.2 Enrollment.

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

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in **Attachment G** and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random selection process to DC PCSB (see **Attachment G**) and shall provide notice to DC PCSB if there are material changes made to the current random selection process. The School Corporation shall provide DC PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of DC PCSB staff, and its agents in connection with the proposed changes. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

C. The School shall maintain an enrollment of no more than 325 students in the first Academic Year and no more than 360 students in subsequent Academic Years substantially in accordance with Schedule I. The School Corporation shall provide DC PCSB a written request for approval for an increase in the maximum enrollment of the School pursuant to DC PCSB's *Enrollment Ceiling Increase Policy*.

3.3 Disciplinary Policies.

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

B. Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall track and report suspensions and expulsions in accordance with the expectations for timely submission, including daily attendance, which is uploaded weekly, and discipline data, which is uploaded monthly. The School Corporation shall use the data management reporting software identified by DC PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

3.4 Complaint Resolution Process. Pursuant to § 38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to

students, parents, and DC PCSB as part of the annual compliance reporting. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide DC PCSB written notice of any material change to its complaint resolution process at least three months prior to adoption.

3.5 Operational Control.

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

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

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

3.6 Accreditation.

A. Within five years of the effective date of this agreement, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) of the Act and DC PCSB's *Accreditation Policy*.

B. The School Corporation shall provide DC PCSB with a written request for approval for any proposed changes to the School's accreditation.

3.7 Nonsectarian. The School Corporation and the School shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

SECTION 4. GOVERNANCE

4.1 Organization. The School Corporation is and shall remain a District of Columbia nonprofit corporation in accordance with the District of Columbia Nonprofit Corporation Act, as now and hereafter in effect, or any successor statute.

4.2 Corporate Purpose. The purpose of the School Corporation as set forth in its articles of incorporation shall be limited to the operation of a public charter school pursuant to § 38-1802.04(c)(16) of the Act.

4.3 Governance.

A. The School Corporation shall be governed by a Board of Directors. The Board of Directors are fiduciaries of the School and shall operate in accordance with the School Corporation's articles of incorporation and by-laws consistent with this Agreement and the provisions of the Act and the District of Columbia Nonprofit Corporation Act.

B. Pursuant to § 38-1802.04(c)(10) of the Act, the Board of Directors shall provide DC PCSB with a written request for approval of any material change(s) to its articles of incorporation or bylaws within three months after the effective date of such change.

4.4 Composition. Pursuant to § 38-1802.05 of the Act, the Board of Directors of the School Corporation shall consist of an odd number of members, with a minimum of three members and a maximum of fifteen members, at least two of whom shall be either adults currently attending the School or parents of students currently attending the School, and the majority of whom shall be residents of the District of Columbia. For purposes of this section, "currently attending the School" shall mean the entire school year if the student attends the School for at least one term during the school year; provided that the student's partial year attendance is due to the student's graduation from the School.

4.5 Authority. Pursuant to § 38-1802.05 of the Act, the Board of Directors shall have the final decision-making authority for all matters relating to the operation of the School, consistent with this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Directors from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Directors shall (i) set the overall policy for the School; (ii) be responsible for overseeing the academic and fiscal integrity of the School; and (iii) assure the School's compliance with this Agreement and the Act.

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

5.1 Financial Management. The School Corporation shall operate in accordance with Generally Accepted Accounting Principles ("GAAP") and other generally accepted standards of fiscal management and sound business practices to permit preparation of the audited financial statements required in § 38-1802.04(c)(11) of the Act. The School Corporation's accounting methods shall comply in all instances with any applicable governmental accounting requirements.

5.2 Tuition and Fees. The School Corporation shall not charge tuition to any student, other than a non-resident student in accordance with § 38-1802.06(e) of the Act, unless such student would otherwise be liable for tuition costs under the Act. The School Corporation may charge reasonable fees or other payment for after school programs, field trips, or similar non-mandatory student activities.

5.3 Costs. The School Corporation shall be responsible for all costs associated with operation of the School including the costs of goods, services, and any district-wide assessments or standardized testing required by this Agreement or by applicable law.

5.4 Contracts.

A. Pursuant to § 38-1802.04(c)(1) of the Act, the School Corporation shall provide to DC PCSB, with respect to any procurement contract, as defined by DC PCSB's *Submission of Procurement Contracts and Board of Directors' Meeting Minutes Policy*, awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding the threshold provided in the Act, within the timeframe defined by the policy, certain documents defined by the policy, including: (i) all bids for the contract received by the School Corporation, if any; (ii) the name of the contractor who is awarded the contract; (iii) the rationale for the award of the contract; and (iv) the executed contract. The foregoing shall not apply to any contract for the lease or purchase of real property by the School Corporation, any employment contract for a staff member, or any management contract between the School Corporation and a management company designated in its petition. However, the School Corporation shall also submit non-procurement contracts to DC PCSB in accordance with DC PCSB's *Submission of Procurement Contracts and Board of Directors' Meeting Minutes Policy*.

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

C. Any contract for management of the School between the School Corporation and a school management organization shall include a provision whereby the school management organization agrees, under the following circumstances to provide to the School Corporation for production to DC PCSB, at the request of the School Corporation, books, records, papers, and documents related to the services the school management organization provided or has agreed to provide to the School Corporation where either (A) the annual fee the School Corporation agrees to pay to the school management organization or any of its related entities, as defined by 26 U.S.C. § 168(h)(4)(B)-(C), is equal to or exceeds 20% of the school's annual revenue; or (B) the annual revenue the school management organization expects to derive from District of Columbia public charter schools will exceed 25% of the school management organization's projected total annual revenue. Pursuant to section 8.5 below, the School Corporation agrees to produce to DC PCSB these books, records, papers, and documents at DC PCSB's request.

D. If a procurement contract to be awarded by the School Corporation is a conflicting of interest contract, the School Corporation will award that contract pursuant to DC PCSB's *Submission of Procurement Contracts and Board of Directors' Meeting Minutes Policy*, the School Corporation's conflict of interest policies and procedures, and the law.

E. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that DC PCSB has no responsibility for the debts or action of the School Corporation or the School. The School Corporation shall not purport to act as the agent of DC PCSB or the government of the District of Columbia with respect to any contract.

5.5 Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment H**. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall include the Board of Directors and the School Corporation's directors, officers and employees as insureds. As part of the Annual Compliance Reporting, the Board of Directors shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Directors (see **Attachment H**) to be reasonably necessary, subject to the availability of such insurance on commercially reasonable terms. However, should any insurance coverage expire prior to the Annual Compliance Reporting schedule, within thirty days of expiration the Board of Directors will provide to DC PCSB either a notice that the Board of Directors has determined that such coverage is no longer necessary or a certificate of insurance renewal or revision. Prior to the first year of operation, the School Corporation shall provide proof of insurance pursuant to **Attachment H**.

5.6 Tax-Exempt Status. The School Corporation shall maintain tax-exempt status with the federal government and the District of Columbia.

5.7 Enrollment and Attendance Records.

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

B. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit distinct and unique enrollment and attendance records to DC PCSB and in state and federal reports.

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

SECTION 6. PERSONNEL

6.1 Relationship. All employees hired by the School Corporation shall be employees of the School and, pursuant to § 38.1802.07(c) of the Act, shall not be considered to be an employee of the District of Columbia government for any purpose.

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

SECTION 7. REPORTING REQUIREMENTS

7.1 Annual Reports. The School Corporation shall deliver to DC PCSB, by a date specified by DC PCSB, an annual report in a format acceptable to DC PCSB which shall include all items required by § 38-1802.04(c)(11)(B) of the Act (the “**Annual Report**”). The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards, indicators, targets, or any other basis for measuring the School’s performance as DC PCSB may request. The School Corporation shall permit any member of the public to view such report on request.

7.2 Audited Financial Statements. Pursuant to DC PCSB’s *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall deliver to DC PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act, and prepared in accordance with GAAP, government auditing standards for financial audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB. The School Corporation also agrees to also provide DC PCSB with annual Agreed Upon Procedure (“AUP”) audits for payments from the School Corporation to its school management organization annually, which will reflect among other things that (A) the payments made to the school management organization are made for the performance of the services agreed upon in any contract for management services; (B) the fees for any services that are procured for the benefit of the School Corporation, including but not limited to employee expenses, are passed through to the school management organization to the School Corporation at cost, with no additional fees applied by the management company; and (C) the total cost of services that its school management organization is to provide under any contract for management services that are subcontracted out to third parties and invoiced to the School Corporation does not exceed \$100,000 (indexed for inflation) for any fiscal year of the School Corporation; and (D) if the School Corporation pays for contracted services identified in 7.2(C) above, ensuring that those services and related costs are not duplicative of services provided by the school management organization and covered by the management fee

7.3 Interim Financial Reports. Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2016. "**Interim Period**" shall mean monthly, and from time to time thereafter, upon written notice by DC PCSB to the School Corporation, the period designated by DC PCSB in such notice.

7.4 Budget. Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall submit to DC PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a "**Budget**") for the next succeeding Academic Year. If DC PCSB has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded in writing, the School Corporation may only implement a Budget with the prior written approval of DC PCSB; DC PCSB may specify the format and categories and information contained in the Budget.

7.5 Enrollment Census. Pursuant to § 38-1802.04(c)(12) of the Act, the School Corporation shall provide to OSSE student enrollment data required by OSSE to comply with § 38-204 of the District of Columbia Code. Such report shall be in the format required by OSSE for similar reports from District of Columbia Public Schools, and all counts of students shall be conducted in a manner comparable to that required by OSSE for enrollment counts by District of Columbia Public Schools.

7.6 Attendance Data. Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for the School using attendance management reporting software identified by DC PCSB. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit to DC PCSB distinct and unique attendance data.

7.7 Key Personnel Changes. The chair of the Board of Directors or an officer of the School Corporation shall provide notice within five business days of the chair of the Board of Directors or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Directors, an officer of the School Corporation, or a key personnel as identified by position in **Attachment I** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

7.8 Authorizations. As part of the annual compliance reporting, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Directors that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect. If the School Corporation receives notice, whether formal or informal, of any alleged failure to comply with the terms or conditions of any Authorization, the School Corporation shall provide DC PCSB, within seven business days of

receiving such notice, a report detailing the nature and date of such notice and the School Corporation's intended actions in response. "**Authorizations**" shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

7.9 Events of Default. The School Corporation shall promptly report to DC PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation or the School including: (i) any claim there has been a material breach of any contract that affects the operation of the School; (ii) any claim or notice of a default under any financing obtained by the School Corporation; and (iii) any claim that the School Corporation has failed to comply with the terms and conditions of any Authorizations required to operate the School. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the School Corporation's intended response.

7.10 Litigation. The School Corporation shall promptly report to DC PCSB the institution of any material action, arbitration, government investigation, or other proceeding against the School Corporation or any property thereof (collectively "**Proceedings**") and shall keep DC PCSB apprised of any material developments in such Proceedings.

7.11 Certificates of Insurance. The School Corporation shall deliver to DC PCSB a certificate of insurance with respect to each insurance policy determined to be reasonably necessary by the Board of Directors pursuant to Section 5.5 above. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. The School Corporation shall furnish DC PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above.

7.12 Reports Required by the Act. The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide DC PCSB with a copy of each such report at the time the School Corporation provides the report as required by the Act.

SECTION 8. COMPLIANCE

8.1 Compliance With Applicable Laws. The School Corporation shall operate at all times in accordance with the Act and all other applicable District of Columbia and federal laws subject to the limitations in Sections 8.2 and 8.3 below or from which the School Corporation is not otherwise exempt, and District of Columbia and federal provisions prohibiting discrimination on the basis of disability, age, race, creed, color, gender, national origin, religion, ancestry, sexual orientation, gender identification or expression, marital status, or need for special education services, or other characteristics as proscribed by law.

8.2 Waiver of Application of Duplicate and Conflicting Provisions. Pursuant to § 38-1802.10(d) of the Act, no provision of any law regarding the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to the School Corporation or DC PCSB to the extent that the provision duplicates or is inconsistent with the Act.

8.3 Exemption From Provisions Applicable to D.C. Public Schools. Pursuant to § 38-1802.04(c)(3)(B) of the Act, the School Corporation shall be exempt from District of Columbia statutes, policies, rules, and regulations established for the District of Columbia Public Schools by OSSE, Board of Education, Mayor, or District of Columbia Council, except as otherwise provided in the Charter or in the Act.

8.4 Cooperation. The School Corporation shall, and shall cause its Board of Directors, officers, employees, and contractors to, cooperate with DC PCSB, its staff, and its agents in connection with DC PCSB's obligations to monitor the School Corporation.

8.5 Access. The School Corporation shall grant to DC PCSB, its officers, employees, or agents, access to the School Corporation's hard-copy and electronic property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that DC PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with DC PCSB, its officers, employees, or agents, including allowing site visits as DC PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with § 38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School and School Corporation. The School Corporation agrees to provide to DC PCSB, upon its request, any books, records, papers, and documents related to the services the school management organization has provided or agreed to provide to it pursuant to Section 5.4(c) of this agreement.

8.6 Written Notice. If DC PCSB determines through its oversight of the School Corporation that any condition exists that (i) seriously jeopardizes the continued operation of the School Corporation, the School, or a School's campus; (ii) is substantially likely to satisfy the conditions for charter revocation pursuant to § 38-1802.13 of the Act; and/or (iii) threatens the health, safety, or welfare of students of the School, then DC PCSB may issue a written notice to the School Corporation stating the reasons for its concerns and inquiry. Upon receipt of such notice and upon request of DC PCSB, the School Corporation shall meet with DC PCSB to discuss DC PCSB's concerns and the School Corporation's response to DC PCSB's written notice.

8.7 Administrative Fee. Pursuant to DC PCSB's *Administrative Fee Policy*, the School Corporation shall pay annually to DC PCSB, the maximum amount permitted by the Act to cover the administrative responsibilities of DC PCSB. Notwithstanding the foregoing, DC PCSB shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the fall allocation of its annual Academic Year funding from the government of the District of Columbia by such date provided that the School Corporation pays DC PCSB such fee within five business days of the School Corporation's receipt of such funding.

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 Charter Renewal. The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to the terms of the Act. If such renewal is granted by DC PCSB in accordance with the Act, DC PCSB and the School Corporation shall (i) renew this Agreement with amendments satisfactory to DC PCSB and the

School Corporation; or (ii) enter into a substitute agreement satisfactory to DC PCSB and the School Corporation.

9.2 Charter Revocation.

A. Pursuant to § 38-1802.13 of the Act, DC PCSB may revoke the Charter if DC PCSB determines that the School has (i) committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in the Charter, including violations relating to the education of children with disabilities; or (ii) failed to meet the goals and student academic achievement expectations set forth in the Charter.

B. Pursuant to § 38-1802.13 of the Act, DC PCSB shall revoke the Charter if DC PCSB determines that the School (i) has engaged in a pattern of nonadherence to generally accepted accounting principles; (ii) has engaged in a pattern of fiscal mismanagement; or (iii) is no longer economically viable.

C. If the School Corporation operates two or more campuses under the Charter, DC PCSB has the authority to propose revocation of the School or closure of any of its campus locations pursuant to this Section 9.2.

9.3 Termination. This Agreement shall terminate if the School fails to begin operations by September 15, 2016; upon Charter revocation or nonrenewal; or by mutual written agreement of the parties hereto.

9.4 Probation and Corrective Action.

A. If DC PCSB proposes to revoke the Charter pursuant to § 38-1802.13(a) of the Act, DC PCSB may, as an alternative to charter revocation, place the School or any of the School's campuses on probation and require the School Corporation, in consultation with DC PCSB, to develop and implement a written corrective action plan ("**Corrective Plan**"). The Corrective Plan shall include the reasons that the Charter is subject to revocation under § 38-1802.13(a), the terms and conditions of probation and the results the School shall achieve to avoid charter revocation. Although DC PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require DC PCSB to place the School or any of its campuses on probation or develop a Corrective Plan.

B. If DC PCSB places the School or one of the School's campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide DC PCSB a written request for approval five business days prior to taking any of the following actions: (i) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material

rights, benefits, or obligations under any such School Management Contract in any material respect.

9.5 Mandatory Dissolution.

A. In accordance with § 38-1802.13a of the Act, the School Corporation shall dissolve if the Charter (i) has been revoked by DC PCSB; (ii) has not been renewed by DC PCSB; or (iii) has been voluntarily relinquished by the School Corporation. Mandatory dissolution is only applicable in the case of revocation, non-renewal or voluntary relinquishment of the Charter and is not applicable in the case of a campus closure pursuant to 9.2(C).

B. In the event of dissolution, DC PCSB, in consultation with the Board of Directors of the School Corporation, shall develop and execute a plan for (i) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (ii) discharging the School Corporation's debts; and (iii) distributing any remaining assets in accordance with §29-412.06 and §29-412.07 of the District of Columbia Code and § 38-1802.13a of the Act.

SECTION 10. OTHER PROVISIONS

10.1 Applicable Law. This Agreement and the Charter and the rights and obligations of the parties hereunder shall be governed by, subject to, construed under, and enforced in accordance with, the laws of the District of Columbia, without regard to conflicts of laws principles.

10.2 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of DC PCSB in the exercise of any power, right, or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

10.3 Counterparts and Electronic Signature or Signature by Facsimile. This Agreement and any amendments, attachments, waivers, consents, or supplements in connection herewith may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

10.4 Entire Agreement; Amendments. This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that Attachments A-E and Attachment J can only be modified or amended through Petition for Charter Revision subject to sections 1.1(B) and 2.5 of this Agreement, except that Attachments

A, B, and E require only DC PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

10.6 Assignment. The Charter runs solely and exclusively to the benefit of the School Corporation and shall not be assignable by either party; provided that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

10.7 No Third Party Beneficiary. Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement. “**Person**” shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

10.8 Waiver. No waiver of any breach of this Agreement or the Charter shall be held as a waiver of any other subsequent breach.

10.9 Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party drafted the underlying document.

10.10 Dispute Resolution. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB’s ability to revoke, not renew, or terminate the Charter pursuant to § 38-180213 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement, or to exercise any other authority pursuant to this Agreement or the law.

10.11 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

The Goodwill Excel Center, Public Charter School
2200 South Dakota Ave NE
Washington, D.C. 20018
Attention: Catherine Meloy, President & CEO
Email Catherine.Meloy@dcgoodwill.org
Telephone: (202) 715-2603

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the dates written below.

THE GOODWILL EXCEL CENTER,
PUBLIC CHARTER SCHOOL

Title:

BOARD Chair

Date:

JUNE 20, 2016

Title:

PRESIDENT/CEO

Date:

JUNE 20, 2016

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

By:

Title:

Chair

Date:

6/20/16

ATTACHMENTS

SCHEDULE I	Maximum Enrollment Schedule
ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Insurance Requirements
ATTACHMENT I	Key Personnel
ATTACHMENT J	Graduation Requirements

ATTACHMENT A

Rules and Policies for Governance and Operation of School Corporation

The Goodwill Excel Center, Public Charter School's ("GEC") Board of Directors is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Directors holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Board of Directors Chair is the head of the Board, provided that if the Chair is an Appointed Director, then the Board of Directors shall select one of the Elected Directors to serve as the liaison between the Board of Directors and the DC Public Charter School Board ("DC PCSB") with regards to the management agreement, Davis Memorial Goodwill Industries d/b/a Goodwill of Greater Washington ("GGW"), and the services GGW provides. The President and Chief Executive Officer is an ex-officio, *non voting*, Board of Directors member and reports to the Board. All other employees report to the President and Chief Executive Officer. All employees, including the President and Chief Executive Officer, are employees of the management company, GGW. GGW provides management and administrative support services to GEC.

GEC has entered into a management agreement with GGW.

GEC agrees to amend its management agreement (the "Management Agreement") with GGW no later than September 1, 2016, and provide a copy to DC PCSB pursuant to Section 5.4(B) of this agreement, no later than September 1, 2016. Such amendments shall address the following:

- (1) The GEC board shall annually approve the calculation of the management fee and the services provided by GGW in exchange for the fee;
- (2) Engagement of an auditor to conduct an annual Agreed Upon Procedure ("AUP") audits annually, which will reflect among other things that (A) the payments made to the school management organization are made for the performance of the services agreed upon in any contract for management services; (B) the fees for any services that are procured for the benefit of the School Corporation, including but not limited to employee expenses, are passed through to the school management organization to the School Corporation at cost, with no additional fees applied by the management company; and (C) the total cost of services that GGW is to provide under the management agreement that are subcontracted out to third parties and invoiced to GEC does not exceed \$100,000 (indexed for inflation) for any GEC fiscal year;

(3) If GEC pays for contracted services identified in 2(C) above, ensuring that those services and related costs are not duplicative of services provided by the school management organization and covered by the management fee;

(4) Provision to GEC, at its request, for production to DC PCSB books, records, papers, and documents related to services GGW provided or has agreed to provide to GEC where either (a) if GEC pays 20% or more of its total annual revenue to GGW or any of its related entities or (b) if GGW's annual revenue from DC public charter schools will exceed 25% of GGW's projected total annual revenue;

(5) GEC's right to terminate the Management Agreement if the disinterested directors of the GEC board, in their reasonable judgment, determines that the quality of the management and administrative support services are inconsistent with the high standards of quality of GEC and its business;

(6) Protection of student information as required by the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99; and

(7) GEC's ownership of student records.

The Board of Directors has adopted a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement, which may benefit any Director, officer employee, affiliate, or member of a committee with Board delegated powers. Directors will be asked to sign a conflict of interest disclosure annually. A Director will be considered to have a potential conflict of interest if (a) the Director has existing or potential financial interests that interfere or even have the perception of interfering with the Director's independent unbiased judgment in fulfilling his/her responsibilities to the school, or (b) the Director is aware that a member of his/her family or any organization in which the Director (or a member of his/her family) is an officer, director, employee, member, partner, Director, or controlling stockholder, has an existing or potential financial or other interest and in accordance with DC PCSB's contracting and conflict of interest policies. If a Board of Director member has a conflict of interest then he/she must declare this conflict so that a decision as to whether that member may vote on the particular matter can be made.

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

When the management agreement or any agreement between GEC and GGW comes before the board of GEC, after an opportunity for discussion by all board members, the Elected Directors and Student Directors shall hold an executive session for any further discussion and for any board action regarding the management agreement, including decisions to enter into, terminate, or modify the management agreement and/or any agreement between GEC and GGW. The Meeting Minutes shall specifically reflect the Directors present for such discussions or decisions.

THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL

(a non-profit corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

THE UNDERSIGNED states that she is the Secretary of the Board of Directors of The Goodwill Excel Center, Public Charter School, a District of Columbia non-profit corporation, and that the Articles of Incorporation of this corporation are amended and restated to read as follows:

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 Articles of Incorporation 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.

The foregoing Amended and Restated Articles of Incorporation were adopted by the Board of Directors without the need for member approval because the Corporation has no members.

The Amended and Restated Articles of Incorporation are a restatement that consolidates all amendments into a single record.

Elizabeth A. Karmin, Secretary

Date: June __, 2016

BYLAWS
OF
THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL

June 15, 2015
Amended [date still to be finalized]

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BYLAWS
OF
THE GOODWILL EXCEL CENTER, PUBLIC CHARTER SCHOOL

June 15, 2015
Amended [date still to be finalized]

Section 1: General Provisions

1.1 Certificate of Incorporation

These bylaws have been adopted pursuant to authority evidenced by the District of Columbia Amended and Restated Articles of Incorporation, dated February 23, 2015 and the Amended and Restated Articles of Incorporation, dated June ___, 2016. In the event of any inconsistency between the Amended and Restated Articles of Incorporation and these Bylaws, the Amended and Restated Articles of Incorporation shall be controlling. All references in these Bylaws to the Amended and Restated Articles of Incorporation shall mean the Amended and Restated 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 Goodwill Excel Center Public Charter School ("the 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 three 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	Current students* of the School
Elected Directors	4	Elected by the Board of the Corporation

* A student shall be deemed a “current student” for the entire school year during which the student attends the School for at least one term during the school year provided that the student partial-year attendance is due to the student’s graduation from the School.

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 but not to vote. The President & Chief Executive Officer shall not be counted as one of the nine Directors.

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 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 next Annual Meeting of the Board. 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 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 an election by the majority of the remaining Directors, 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 Appointed 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 Amended and Restated Articles of Incorporation, or these Bylaws, all actions of the Board -- with the exception of amendments to the Amended and Restated 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.

When the management agreement or any agreement between the Corporation and Davis Memorial Goodwill Industries comes before the board of the Corporation, after an opportunity for discussion by all board members, the Elected Directors and Student Directors shall hold an executive session for any further discussion and for any board action regarding the management agreement, including decisions to enter into, terminate or modify the management agreement and/or any agreement between the Corporation and Davis Memorial Goodwill Industries. The Meeting Minutes shall specifically reflect the Directors present for such discussions or decisions.

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 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.

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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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/Board Development 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 the Amended and Restated Articles of Incorporation or rules adopted by the Board of Directors.

4.8 Attendance by Chair and President & Chief Executive Officer

The 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, 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 & 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

The Chair shall, subject to the control of the Board of Directors, generally supervise and control the affairs of the Corporation. If the Chair is an Appointed Director, then the Board of Directors shall select one of the Elected Directors to serve as the liaison between the Board of Directors and the DC Public Charter School Board with regards to the management agreement, Davis Memorial Goodwill Industries, and the services Davis Memorial Goodwill Industries provides. S/he shall perform all duties incident to his/her office and such other duties as may be required by law, by the Amended and Restated 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 Amended and Restated 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 Treasurer shall perform the duties of the Chair in the absence of the Chair. In the absence of both the Chair and the Treasurer, the Secretary shall perform the duties of the Chair.

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 interpreting 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 Amended and Restated 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 Amended and Restated 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, Treasurer 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 Amended and Restated 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

Pursuant to § 38-1802.13a of the District of Columbia Code, if the charter of the Corporation is revoked, non-renewed, or voluntarily relinquished, the Corporation shall dissolve. 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 §38-1802.13a. .

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 of 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 Amended and Restated 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 _____, 2016.

Elizabeth A. Karmin, Secretary

ATTACHMENT C

Procedures to Ensure Health and Safety of Students and Employees

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

GEC will submit all applicable health and safety inspections, take any and all necessary steps to ensure appropriate ventilation and air quality, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulations.

GEC will provide required and appropriate health and safety training to its staff, such as annual CPR and First Aid trainings as well having at least two people trained on medication administration provided by the Department of Health. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations by collecting completed Universal Health Certificates from students who are within the age range that immunizations are required by DC law and regulations, and provide information to adult students and parents of minor students on such requirements.

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

If GEC serves food, the school will maintain proper licenses from the D.C. government and applicable agencies therein.

Attachment D. Assurances to Seek, Obtain, and Maintain Accreditation

The Goodwill Excel Center, Public Charter School ("GEC") acknowledges its obligation to seek, obtain, and maintain accreditation for the school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the District of Columbia Public Charter School Board. (D.C. Code § 38-1802.02(16)). GEC assures that it will obtain such accreditation within five years of the effective date of the agreement.

ATTACHMENT E

Relationship Between School and Employees

Staff of The Goodwill Excel Center, Public Charter School's will be "at will" employees of Davis Memorial Goodwill Industries d/b/a Goodwill of Greater Washington ("GGW"). The following is a sample of the signature page from the GGW employee manual where employees will sign acknowledging receipt of the manual and their understanding of their "at-will" status:

Associate Acknowledgement Form

I acknowledge that I have received a copy of the 2016 Associate Handbook, which outlines policies, procedures, and guidelines related to my employment by GGW at the Goodwill Excel Center. I am aware that it is my responsibility to read and familiarize myself with the contents of this Handbook. Further, I agree to comply with and abide by the policies, procedures and guidelines stated herein, as well as with any revisions made hereafter. I understand that I have an obligation to consult with my supervisor or the Human Resources Department if any aspect of this Handbook is unclear.

I understand that the need may arise, and GGW reserves the right, to revise, supplement or rescind any policies or portion of the Handbook from time to time as deemed appropriate, at its sole discretion, with or without notice. I understand that revised information may supersede, modify or eliminate existing policies, procedures and guidelines.

I understand that this Handbook is neither a legal document nor a contract of employment or warranty of benefits. Neither this Handbook nor any verbal or written communication by a GGW management representative is intended to in any way create an expressed or implied contract of employment or to guarantee my employment for a definite period. I understand that my employment with GGW is at-will, and can be terminated at any time, with or without cause or notice, at the option of either GGW or myself.

Associate's Signature

Date

ATTACHMENT F

Pre-Opening Requirements

Governance and Management

Area of Review	Examples of Acceptable Documentation
The Board of Trustees has been established.	<ul style="list-style-type: none">• Meeting minutes from the most recent board meeting*• BOT membership roster*
Leadership roles have been filled.	<ul style="list-style-type: none">• Organizational Chart with names• Contracts, including position description

Staffing

Area of Review	Examples of Acceptable Documentation
The number of teachers and staff, including special education and/ or ELL teachers	<ul style="list-style-type: none">• Staffing plan• Teacher roster
Employee roles and responsibilities have been clearly articulated	<ul style="list-style-type: none">• Staff position descriptions
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none">• Employee handbook*• Confirmation of Receipt (e.g., form from handbook; staff meeting sign-in; etc.)
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none">• Background check clearances*
Each teacher has been offered a retirement plan.	<ul style="list-style-type: none">• DC Teacher Retirement Opt In/Opt Out Form, or similar form.
Leave of absence forms for former DCPS employees have been processed and are on file.	<ul style="list-style-type: none">• Leave of absence forms on file and reflect processing through DCPS
Plan for when teachers are absent	<ul style="list-style-type: none">• Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.)

Curriculum and Instruction

Area of Review	Examples of Acceptable Documentation
Needed instructional materials and supplies have been procured to classrooms at every grade level.	<ul style="list-style-type: none"> • Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none"> • School calendar—including 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days* • Class Schedules • Copy of parent/student/family handbook / resource in which calendar was printed, along with confirmation of receipt (however school tracks that information was given to parent).
Provisions have been made for assessing and serving students with special needs.	<ul style="list-style-type: none"> • Evidence that needed staff is on board to provide special needs services, or evidence that services have been contracted. • Documentation that contracts for services equal to or exceeding \$25,000 have been reviewed by PCSB.

Students and Parents

Area of Review	Examples of Acceptable Documentation
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions)	<ul style="list-style-type: none"> • Copy of parent/student/family handbook / resource in which the discipline policy is printed, along with confirmation of receipt *
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> • Student rosters/records are on file and accessible to teachers for planning
Intake process includes measures to identify students with special needs.	<ul style="list-style-type: none"> • Description of process for identifying students with special needs (e.g., copy of information in enrollment packet)

Valid proof of DC residency is on file for each student	<ul style="list-style-type: none"> All residency forms from OSSE have been completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted.
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA) Evidence that the records of students with disabilities are kept in a secure location Evidence that parents or adult students have been provided with notice of their rights under FERPA
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> Description of complaint resolution process in employee, parent, and student handbooks.

Operations

Area of Review	Examples of Acceptable Documentation
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <ul style="list-style-type: none"> -system to accurately collect and submit daily attendance -system to accurately collect excused absence documentation -system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable -system to accurately submit discipline incidents -system to accurately submit Compliance documents to PCSB 	<ul style="list-style-type: none"> Student Information System is in place Staff member(s) have been trained on ProActive, the school's Student Information System, and Epicenter

Area of Review	Examples of Acceptable Documentation
Provisions have been made for health services and immunization, if appropriate.	<ul style="list-style-type: none"> • Evidence that health services and immunizations services are available (school nurse, contract with local health facility, etc.) • Evidence of access to the immunization registry and a mechanism for entering immunization data.
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> • Written plans for life safety procedures included in faculty and student handbooks • Fire drill schedule (one drill within the first ten days; and conducted monthly for the remainder of the school year)
A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB	<ul style="list-style-type: none"> • Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB

Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.	<ul style="list-style-type: none"> • Space meets the needs of the program and number of students to be served
Systems are in place for student drop-off and pick-up	<ul style="list-style-type: none"> • Clear plans on file for student drop-off and pick-up before school, during school hours, and after school
Classroom furniture is available for instruction (or will be)	<ul style="list-style-type: none"> • School admin confirms that classroom furnishings are appropriate for the school's educational model
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> • School admin confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> • Certificate of Occupancy on file at school with an occupancy load that is greater or equal to

Area of Review	Examples of Acceptable Documentation
	the number of students PLUS staff in the building
If needed (e.g., for a school occupying temporary space), parent permission slips are on file.	<ul style="list-style-type: none"> • Parent permission slips
Certificates of insurance are on file at the school and DC PCSB, meeting at least the minimum levels sufficient to cover its operations as determined by the Board of Trustees.	<ul style="list-style-type: none"> • Certificates of insurance on file at school and DC PCSB: <ul style="list-style-type: none"> • General Liability - \$1000 per occurrence, \$2000 aggregate • Directors and Officers Liability - \$1000 • Educators Legal Liability - \$1000 • Umbrella Coverage - \$3000; \$5000 if providing transportation • Property/Lease Insurance - 100 percent of replacement cost • Boiler and Machinery Insurance - \$1000 (if appropriate actual loss sustained) • Auto Liability Insurance - \$1000 • Workers Compensation - As required by law

Attachment G

Random Selection Process

Policy Statement:

Enrollment at The Goodwill Excel Center Public Charter School (“GEC”) is open to all students who are residents of the District of Columbia and non-resident students who fulfill tuition requirements established by the Office of the State Superintendent of Education to the extent of available space.

Background:

GEC is located at 1776 G Street, NW, Washington, DC, and will begin classes in August 2016. The charter for the school was awarded to a non-profit corporation governed by the Board of Trustees of GEC. This Board has fiduciary responsibility for the school and is held accountable for its progress.

Overview: This policy governs the protocol for student admissions at GEC.

Policy Guidelines:

Policy guidelines are set forth to make the admissions process as easy as possible.

Open Enrollment

Maximum enrollment capacity is based on facility space and budgetary considerations. GEC does not limit enrollment on the basis of a student’s race, color, religion, national origin, sexual orientation, gender identification, language spoken, intellectual or athletic ability, measures of achievement or aptitude, or status as a student with special needs.

Admissions

Admissions to GEC is open to District residents in pursuit of a high school diploma. GEC will accept complete applications on a rolling basis throughout the calendar year and permit any DC resident in need of a high school diploma to apply. Given the unique model and mission of GEC, students who are overaged, under-credited, and have dropped out of high school will be recruited. Interested students must complete an on-line application or submit a paper application and upload or submit proof of residency, transcripts from their last educational institution (or a zero credit disclosure form), and immunization records to be eligible for admissions.

Once students have completed the application, students will be enrolled into an iExcel (student orientation). iExcel sessions will be held throughout the year. GEC does not put students into the queue to be scheduled for an iExcel until the application is complete and GEC has all required supporting student documents (transcript, etc.). If the student does not have any high school credits, they must sign a zero-credit form. As soon as all of this is complete, the student is scheduled for an iExcel. Once a student has successfully completed iExcel, he or she will be officially enrolled.

Enrollment Deadlines

Prospective students interested in GEC can begin the application process in March 2016.

Random Selection and Wait List

On May 2, 2016, if there are more completed applications than open spaces for the August 2016 iExcel sessions, a lottery will be held to select the students who will be invited to the August 2016 iExcel sessions. All remaining students will be put on a wait list in the order in which their names are drawn in the lottery. The lottery will be held in a public location at a date and time that will be announced. Completed applications received after May 2, 2016 will be added to any wait list in the order in which the completed applications are received. As enrollment continues through the year on a rolling basis, students will be drawn from the waitlist in the order of a prospective student's place on the waitlist, until such time as the waitlist is exhausted, in which case admission will be offered in the order received.

Acceptance:

Acceptance of applications for enrollment is based on the fulfillment of enrollment requirements to the extent that seats are available. As part of a complete application, students must provide the following documentation: Verification of Residency in the District of Columbia, Immunization Records, Transcripts from last secondary school or a zero credit disclosure form. Upon successful completion of the iExcel orientation, students will be officially enrolled.

ATTACHMENT H

Insurance Requirements

The Goodwill Excel Center, Public Charter School ("GEC") will work with an insurance broker to secure the necessary insurance as determined by the Board of Trustees. GEC intends to carry insurance for the following areas in the minimum stated amounts:

Type	Estimated Amount
General Liability	\$1M/\$2M
Umbrella Coverage	\$2M
Directors and Officers Liability	\$1M
Professional Liability	\$1M
Property Lease Insurance	100% of estimated replacement cost of premises improvements and contents
Auto Liability	\$1M
Workers' Compensation	As required by law
Cyber Insurance	\$1M

ATTACHMENT I

Key Personnel Positions

CEO/Head of Schools
Chief of Operating Officer
Chief Financial Officer
Principal
Board Chair



**Goodwill Excel Center Public Charter School
Graduation Requirements**

	GEC Course and Credit Requirements (24 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 and one will be Biology
Social Studies	4 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 .5 credit: DC History
World Languages	2 credits 1 credit: Spanish I; French I; German I; or Mandarin Chinese I 1 credit: Spanish II; French II; German II; or Mandarin Chinese II
Visual/Performing Arts	1 credit .5 credit: Art History Appreciation .5 credit: Music History and Appreciation
CTE – Career Preparation and Electives	5 credit 1 credit: Senior Seminar 1 credit: CTE Pathway Course 3 credits: Students will earn these credits from CTE courses that will allow students to earn an industry recognized certification



Code of Conduct and Discipline Policy

The Goodwill Excel Center is a place where all students have the opportunity to learn within a safe environment. The intent of the Code of Conduct is to ensure students remain focused on growth and learning. The Code seeks to provide fair and reasonable rules and procedures to ensure students do not engage in conduct that in any way harms others or interferes with the education of other Goodwill Excel Center students. While the discipline policy seeks to ensure order, students enrolled in the Goodwill Excel Center can expect to receive prevention and intervention support aimed at mitigating behavior-based disruptions while at school.

Student Behavior Expectations

A culture of respect is critical to the success of The Goodwill Excel Center. Students must demonstrate respect through appropriate actions, words, tone, and body language. All expected behavior is focused on preparing students for success in life and careers. Unacceptable behavior includes any behavior that harms another person or infringes on another student's right to learn. To ensure expectations are clear for all students, a list of conduct violations is listed below along with the possible consequences for each violation. This Code of Conduct applies to conduct on or adjacent to school property or that is directed to students or staff of the school. After enrolling in The Goodwill Excel Center, students are provided a copy of this policy and given an outline of ways each infraction can be prevented, along with expectations around intervention, largely led by the Academic Success Coach and Special Populations Coordinator.

Level 1 Conduct Violations

- Displaying any behavior that is disruptive to the orderly process of classroom instruction or otherwise not appropriate in a professional business environment
- Loitering, including on the sidewalks adjacent to the building and the common areas in the building
- Cursing
- Smoking inside the building or within 50 feet of the building
- Littering trash and/or cigarette butts anywhere inside the building, on the sidewalks adjacent to the building or in the common areas in the building
- Excessive noise inside the building, on the sidewalks adjacent to the building or in the common areas in the building
- Failing to attend class without a valid reason
- Arriving more than 5 minutes late for class without contacting instructor and academic success coach in advance
- Persistent tardiness to school or class
- Leaving the classroom without permission
- Answering cell phone calls in class
- Wearing clothing that reveals breasts, midriff or butt area
- Destroying classroom, school, building or personal property valued at less than \$50

Level 1 Conduct Violations may result in the following: Meeting with an Academic Success Coach, Restatement of Expectations, Verbal Reprimand, or Written Reprimand.

Level 2 Conduct Violations

- Multiple documented level 1 conduct violations
- Destroying classroom, school, building or personal property valued at less than \$500
- Disrespectful words, actions, or gestures toward other students or staff
- Insubordination or repeated refusal to follow instructions given by a staff member or arguing with a staff member
- Gambling
- Inappropriate use of technology
- Engaging in behavior that demonstrates gang/neighborhood crew affiliation (displaying clothing or gestures associated with gangs)
- Committing academic dishonesty/plagiarism

Level 2 Conduct Violations may result in the following: Short suspension of 1 to 5 days.

Level 3 Conduct Violations

- Using, possessing, being under the influence of drugs or alcohol
- Sexual harassment
- Making threats against others
- Fighting or committing assaults
- Engaging in group fighting or in any gang related activity, including intimidating or threatening violence
- Committing false alarms
- Stealing or attempting to steal from the school or any person
- Sexual activity in the building
- Destroying classroom, school, building or personal property valued at more than \$500
- Threats, bullying, and intimidation will not be tolerated at school or in connection with students, families, and staff of The Goodwill Excel Center. Students may be subject to expulsion for verified acts which threaten, bully or intimidate others.

Level 3 Conduct Violations may result in the following: Short suspensions of 3 to 5 days and, based on the severity of the conduct and whether the conduct is part of a pattern, possible recommendation for expulsion.

Level 4 Conduct Violations

- 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 sale or distribution of a drug or controlled substance as defined in DC code
- Possession or use of any weapon

Level 4 Conduct Violations may result in the following: Expulsion may be recommended for all these conduct violations listed above and will be 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. Violations involving weapons or the distribution or sale of drugs and alcohol will lead to DC Metropolitan Police Department involvement.

Any conduct illegal under the laws of the District of Columbia that is not otherwise covered in the Conduct Violations listed above will result in a discipline intervention commensurate with the seriousness of the illegal conduct.

Discipline Review Process

Should a student be responsible for any conduct violation, the incident will be reported to a designated school official. An assigned staff member will investigate as appropriate, which may include meeting with the student and speaking with any other relevant parties, and then as warranted engage in a variety of interventions that are commensurate with the conduct violation. Following is a description of each discipline intervention.

Coaching / Restatement of Expectations	Counseling by an Academic Success Coach is the initial step to mentor or modify conduct. The Coach will discuss the behavioral concern or conduct violation, affirm expectations regarding conduct, and communicate consequences for no improvement. Coaching will be documented in the student's file. Immediate resolution of the problem or issue is expected and coaches will follow-up with the student to ensure consistent success.
Verbal Reprimand	Same as Coaching above. In addition, a note will be in the student's file documenting the verbal warning and the specific steps toward resolution. Immediate resolution of the problem or issue is expected.
Written Reprimand	At this time, a coach may consult the School Director. The conduct violation and expectations will be communicated in a written letter to the student. Tools such as attendance improvement plans, behavior improvement plans and performance improvement plans may be used at this stage with students. 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. All copies of the signed reprimand letter and any relevant plans will be shared with the student and appropriate staff. Immediate resolution of the problem or issue is expected.
Short Suspension (3-5 days)	The Academic Success Coach will investigate the conduct violation and consult with the School Director. The Academic Success Coach will meet with the student to give the student notice of the charge and the information the school has to believe the student engaged in the conduct. The student will be given an opportunity present his/her side of the story and/or an explanation for his/her behavior. If, after hearing the student's statement, the Academic Success Coach determines that a suspension is warranted, the student will be told the timeframe for the suspension. A letter including the length and reason for the suspension will be given to the student (and parents of students under the age of 18). All students (and parents of students under the age of 18) receiving suspension will be afforded the opportunity to appeal (see process in next section). Immediate resolution of the problem or issue is expected

	upon a student's return. While suspended, students will be provided with work and access to teachers and coaches to assist them.
Expulsion	<p>Expulsion may be necessary when any of the above interventions are not successful in improving conduct or if a student commits a level 4 conduct violation. The coach should investigate the matter promptly (ordinarily within 3 days) and review the performance history and record of progressive discipline with the Director. If the decision is made to move forward with expulsion, a hearing shall be scheduled promptly (and ordinarily to occur within 5 days of the decision to move forward with the hearing). Written notice must be provided to the student (or parents of students under the age of 18) at least 1-2 days before the expulsion hearing of the specific grounds for the expulsion, and the nature of the evidence supporting the expulsion. The decision maker at the hearing shall be impartial and shall only consider evidence presented at the hearing. The student shall be permitted to present evidence at the hearing. The decision shall be provided in writing to the student (or parents of students under the age of 18) promptly after the hearing (ordinarily within 2 days after the hearing). All students (and parents of students under the age of 18) receiving expulsion will be afforded the opportunity to appeal (see process in next section).</p> <p>When a staff member makes a recommendation for expulsion of a student, the School Director or designee may suspend the students until the conclusion of the investigation following the procedure for short term suspensions outlined above. This may occur if the School Director or designee believes that the students must be suspended immediately to prevent or substantially reduce the risk of:</p> <ul style="list-style-type: none"> • Interference with an educational function or school purposes or • A physical injury to themselves, other students, school employees, or visitors to the school

Discipline Appeal Process

Students (or parents if a student is under age 18) shall have 2 business days after being notified of a suspension or expulsion to contact the School Director to request a meeting to appeal a suspension or expulsion. The staff hearing the appeal shall be someone who is above, in the supervisory chain of the school, the person who made the suspension or expulsion decision. During the meeting, the student (or parents if a student is under age 18) shall have the right to review the summary of the conduct violations and present their case.

Discipline Process for Students with Disabilities

Students with disabilities that demonstrate level 1, 2, and 3 conduct violations will immediately be referred to the Special Populations Coordinator, where interventions plans will be developed, and implemented. Students with conduct violations that could be direct results of their disabilities will be required to attend a mandatory intervention meeting with their instructors, Academic Success Coach, and Special Populations Coordinator. In instances where students are over the age of 22, The Goodwill Excel Center will not need to continue to implement an IEP (which does not serve students over age 22) goals for students who are expelled and will not need to contract services for students who are expelled.

For students under age 22 who have IEPs, the following procedures will be used:

1. If it is determined by the Special Populations Coordinator, and the student's Academic Success Coach that a student with a documented disability has violated the code of conduct, that student may be removed from his or her current placement to an appropriate interim alternative educational setting (IAES), inside the school, or suspension, for not more than 5 consecutive school days to the extent those alternatives are applied to students without disabilities.
2. A student with a documented disability who violates the code of conduct may be removed from his or her current placement to an appropriate interim alternative educational placement within the school or suspended for not more than 10 school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a CHANGE OF PLACEMENT outside of the school.

If removals do constitute a Change of Placement, a Manifestation Determination shall be made by the IEP team within 10 school days of the removal. A removal of a student with a disability from his or her educational placement is a Change of Placement if:

1. The removal is for more than ten (10) school days in a row; or
2. The student with a disability has been subjected to a series of removals that constitute a pattern because:
 - a. The series of removals total more than ten (10) school days in a school year;
 - b. The student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
 - c. Of such additional factors as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.

Whether a pattern of removals constitutes a Change of Placement is determined on a case-by-case basis by the Goodwill Excel Center and, if challenged, is subject to review through due process and judicial proceedings.

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 student 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 and in the same manner as a student without an IEP if the expulsion is the result of drugs or bringing a weapon to school.

Schedule I. Maximum Enrollment Schedule

Goodwill Excel Center Public Charter School

Goodwill Excel Center PCS reserves the right to adjust the number of students in each grade, while staying within the confines of the total LEA enrollment for each school year.

Grade	2016-17	2017-18	2018-19 and Beyond
PK3	0	0	0
PK4	0	0	0
K	0	0	0
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
9	82	88	90
10	81	88	90
11	81	87	90
12	81	87	90
Adult	0	0	0
LEA Total	325	350	360