

SECOND AMENDED AND RESTATED
CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD

AND

PAUL PUBLIC CHARTER SCHOOL, INC.

TABLE OF CONTENTS

	Page
SECTION 1. CONTINUATION OF SCHOOL.....	2
1.1 Charter.....	2
1.2 Effective Date and Term.....	2
SECTION 2. EDUCATIONAL PROGRAM.....	2
2.1 Mission Statement.....	2
2.2 Grade Levels.....	2
2.3 Goals and Academic Achievement Expectations.....	3
2.4 Curriculum.....	4
2.5 Students with Disabilities.....	4
SECTION 3. ADMINISTRATION AND OPERATION.....	4
3.1 Location.....	4
3.2 Enrollment.....	5
3.3 Disciplinary Policies.....	5
3.4 Complaint Resolution Process.....	6
3.5 Operational Control.....	6
3.6 Accreditation.....	6
3.7 Nonsectarian.....	6
SECTION 4. GOVERNANCE.....	6
4.1 Organization.....	6
4.2 Corporate Purpose.....	6
4.3 Governance.....	7
4.4 Composition.....	7
4.5 Authority.....	7
SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING.....	7
5.1 Financial Management.....	7
5.2 Tuition and Fees.....	7
5.3 Costs.....	7
5.4 Contracts.....	7
5.5 Insurance.....	8
5.6 Tax-Exempt Status.....	8
5.7 Enrollment and Attendance Records.....	8
5.8 Board of Trustee Meeting Minutes.....	9

TABLE OF CONTENTS
(continued)

		Page
SECTION 6.	PERSONNEL	9
6.1	Relationship.....	9
6.2	Hiring	9
SECTION 7.	REPORTING REQUIREMENTS	9
7.1	Annual Reports.....	9
7.2	Audited Financial Statements.....	9
7.3	Interim Financial Reports.....	9
7.4	Budget	10
7.5	Enrollment Census	10
7.6	Attendance Data	10
7.7	Key Personnel Changes.....	10
7.8	Authorizations	10
7.9	Events of Default.....	10
7.10	Litigation	11
7.11	Certificates of Insurance.....	11
7.12	Reports Required by the Act.....	11
SECTION 8.	COMPLIANCE	11
8.1	Compliance With Applicable Laws	11
8.2	Waiver of Application of Duplicate and Conflicting Provisions	11
8.3	Exemption From Provisions Applicable to D.C. Public Schools.....	11
8.4	Cooperation	11
8.5	Access.....	11
8.6	Notice of Concern	12
8.7	Administrative Fee	12
SECTION 9.	CHARTER RENEWAL, REVOCATION, AND TERMINATION.....	12
9.1	Charter Renewal.....	12
9.2	Charter Revocation.....	12
9.3	Termination	12
9.4	Probation and Corrective Action.....	12
9.5	Mandatory Dissolution.....	13
SECTION 10.	OTHER PROVISIONS	13
10.1	Applicable Law	13

TABLE OF CONTENTS
(continued)

	Page
10.2 Failure or Indulgence Not Waiver; Remedies Cumulative	13
10.3 Counterparts and Electronic Signature or Signature by Facsimile	13
10.4 Entire Agreement; Amendments	14
10.5 Severability.....	14
10.6 Assignment.....	14
10.7 No Third Party Beneficiary	14
10.8 Waiver	14
10.9 Construction	14
10.10 Dispute Resolution	14
10.11 Notices.....	14

TABLE OF DEFINITIONS

Definition	Page
Academic Year	4
Act	1
Agreement	1
Amended Charter Agreement.....	1
Annual Report	9
Authorization.....	10
Authorized Grades.....	2
Board of Trustees	1
Budget	10
Campus	3
Charter	2
Corrective Plan	13
DC Code	10
Effective Date.....	1
GAAP	7
High School.....	3
Interested Party.....	8
Interim Period.....	10
Middle School	3
Notice of Concern	12
Original Charter Agreement.....	1
Original Petition	1
OSSE	5
PCSB	1
Person	14
PMF	3
Proceeding	11
Renewal Petition.....	1
School.....	2
School Corporation.....	1
School Management Contract	7
School Property	4

SECOND AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT

This SECOND AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT (this “Agreement”) is effective as of July 1, 2015 (the “Effective Date”) and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“PCSB”) and PAUL PUBLIC CHARTER SCHOOL, INC., 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”), PCSB has authority to charter, monitor, oversee, amend, renew, and/or revoke charters of school corporations, including the School Corporation, in a manner consistent with the letter and intent of the Act;

WHEREAS, pursuant to §38-1802.03 of the Act, PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia and, additionally, §38-1802.04(c)(3)(A) of the Act gives broad decision-making authority over school operations to the board of trustees of the School Corporation (“Board of Trustees”), including exclusive control over administration, expenditures, personnel, and instruction methods;

WHEREAS, the School Corporation submitted a petition in accordance with §38-1802.02 of the Act to establish a public charter school (the “Original Petition”), PCSB determined that the Original Petition satisfied the requirements set forth in Subchapter II of the Act and approved the Original Petition, and PCSB and the School Corporation entered into a charter agreement dated as of May 25, 2000 (the “Original Charter Agreement”);

WHEREAS, the Original Charter Agreement authorized the School Corporation to instruct students in grades seven through nine, the School Corporation subsequently requested authorization from PCSB to additionally instruct students in grades five through six and, at a later date, grades ten through twelve, and PCSB considered each request and has since authorized the School Corporation to instruct students in grades five through twelve;

WHEREAS, the School Corporation separately petitioned PCSB to amend the Original Charter Agreement to adopt the PMFs (as defined below) as the framework for its periodic evaluations by PCSB and, in connection therewith, the School Corporation executed an Amended and Restated Charter School Agreement, dated December 1, 2013, with PCSB (the “Amended Charter Agreement”);

WHEREAS, the School Corporation submitted a petition for renewal of its charter on November 21, 2014 (the “Renewal Petition”) and on December 15, 2014 PCSB (i) determined that the Renewal Petition satisfied the requirements set forth in Subchapter II of the Act and (ii) approved the Renewal Petition, subject to the execution of this Agreement, thereby renewing the charter of the School Corporation for an additional fifteen years as of the Effective Date;

WHEREAS, the School Corporation now seeks to amend the Amended Charter Agreement in connection with its renewal process following fifteen years of operation, and PCSB and the School Corporation desire to execute this Agreement to implement such renewal; and

WHEREAS, 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. CONTINUATION OF SCHOOL

1.1 Charter. A. The School Corporation established a public charter school (the “School”) in the District of Columbia in 2000, has operated such School in accordance with the Original Charter Agreement and the Amended Charter Agreement, and will continue to operate the School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall hereafter constitute the School Corporation’s charter (as amended from time to time, the “Charter”) and shall be binding on the School Corporation, the School, and PCSB.

B. Pursuant to §38-1802.03(h)(2) of the Act, the following sections and attachments 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 as set forth in Section 2.1 and Section 2.3 of this Agreement;

(ii) Rules and Policies for Governance and Operation of School Corporation, attached hereto as Attachment A;

(iii) Articles of Incorporation and Bylaws, attached hereto as Attachment B;

(iv) Procedures to Ensure Health and Safety of Students and Employees, attached hereto as Attachment C;

(v) Assurance to Maintain Accreditation, attached hereto as Attachment D; and

(vi) Relationship Between School and Employees, attached hereto as Attachment E.

The School Corporation shall provide 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), except that the School Corporation shall not be required to provide PCSB a petition for a charter revision for any proposed changes to its Articles of Incorporation or Bylaws or in its accrediting body.

1.2 Effective Date and Term. The Charter shall commence on the Effective Date and shall continue for a term of fifteen (15) years unless renewed, revoked, or terminated in accordance with §38-1802.12 and §38-1802.13 of the Act and Section 9 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, as follows: “The mission of Paul is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders.”

B. The School Corporation shall provide 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 Grade Levels. A. Pursuant to § 38-1802.04(c)(14) of the Act, the School is authorized to provide instruction to students in grades 5 through 12 (collectively, the “Authorized Grades”).

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

2.3 Goals and Academic Achievement Expectations. **A.** The School Corporation has selected as its measure of academic achievement expectations for programming for the Authorized Grades the indicators listed in the Middle School and High School Performance Management Frameworks (each such framework, a “PMF” and, collectively, the “PMFs”).

(i) Accordingly, changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights will automatically become part of the measurement of the School’s academic achievement expectations. However, if changes other than those listed above are made to any PMF that the School Corporation elects not to accept, the School Corporation shall provide PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10) of the Act.

(ii) The School Corporation operates a multi-Campus school. As such, each Campus will be evaluated by PCSB both individually and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section 2.3. (“Campus” is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school, or a combination of the above. These may be in the same facility or different facilities).

B. Standard for charter review and renewal. The school’s fifth through eighth grade program, Paul PCS (the “Middle School”), and its ninth through twelfth grade program, Paul International PCS (the “High School”), will be assessed separately in charter reviews and renewal assessments. The respective programs of each of the Middle School and High School will be deemed to have met its goals and academic achievement expectations if:

(i) At its five-year review (no later than its 20th year of operation), the School Corporation earns at least 55% of the possible points on the applicable PMF in at least two of the most recent three years of operation and not under 45% of the points for any of the past five years.

(ii) At its ten-year review (no later than its 25th year of operation), the School Corporation earns at least 55% of the possible points on the applicable PMF in two of the three most recent years and not under 45% of the points in any of the past five years.

(iii) At its charter renewal (no later than its 30th year of operation), the School Corporation earns at least 55% of the possible PMF points in two of the previous three years and not under 45% of the points for any of the past five years.

C. If any of the above targets are not met, PCSB may, at its discretion, determine the campus to have met its goals and academic achievement expectations if it has demonstrated consistent improvement over the course of the most recent five-year period.

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

E. The School Corporation shall provide 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 basis against which the School will be evaluated by 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. “Academic Year” shall mean the fiscal year of the School Corporation beginning on July 1 and ending on June 30 of the following calendar year.

2.4 Curriculum. A. The School Corporation shall design and implement the educational program set forth in its Original Petition, including amendments to the Original Petition required by PCSB, if any.

B. 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 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 PCSB any materials requested by PCSB in connection with the petition for charter revision. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

2.5 Students with Disabilities. A. The School Corporation shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), 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 mandatory federal requirements concerning the education of students in the Authorized Grades with disabilities.

B. Pursuant to §38-1802.10(c) of the Act, the School Corporation must elect to be treated as either a local educational agency or a District of Columbia Public School for the purpose of providing services to students with disabilities. In view of the foregoing, the School Corporation has in the past and hereby continues to elect to be treated as a District of Columbia Public School in such capacity. In the event that the School Corporation amends its status pursuant to this Section 2.5(B) or applicable law, it shall notify PCSB in writing of its election at least thirty (30) days prior to the first day of the Academic Year. The School Corporation shall notify PCSB in writing of any change in election by April 1 prior to any Academic Year in which the change in election shall be effective.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location. A. The School is located at 5800 8th Street NW, Washington, DC 20011 (the “School Property”).

B. The School Corporation received approval from PCSB to operate an additional Campus on September 17, 2012, and is presently operating as a multi-Campus school. In the event that the School Corporation desires to expand to include any other Campuses, the School Corporation shall submit a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act. 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 PCSB in the Original Petition. PCSB shall approve or deny any such petition within ninety (90) days of the date of its submission.

C. The School shall not operate a Campus at a location other than the School Property unless the School Corporation provides a written request for approval to PCSB at least three (3) months prior to its intended relocation. PCSB reserves the right to delay or prohibit the School’s opening of the

additional Campus until the School Corporation has satisfied the pre-opening requirements listed in Attachment F at least one (1) month prior to the first day of school. The foregoing shall not require the School to request approval for use of other facilities on a temporary basis for the operation of its physical education program during the construction of additional facilities on the School Property.

3.2 Enrollment. **A.** Enrollment in the School shall be open to all students seeking to enter any Authorized Grade being offered by the School 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 the D.C. Office of the State Superintendent of Education (“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 shall provide PCSB with a written request for approval of any material change to the random selection process at least thirty (30) days prior to the date of the proposed implementation and may consider any comments of PCSB, staff, and its agents in connection with the proposed changes.

C. The School shall maintain an enrollment of no more than 875 students, substantially in accordance with Schedule I. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three (3) months before the requested change date with (i) evidence that (a) the School Property has sufficient capacity to accommodate the increased enrollment and (b) the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase, (ii) a revised Schedule I, and (iii) such other items as PCSB may request.

3.3 Disciplinary Policies. **A.** The School Corporation shall continue to implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, included as Attachment H, and shall provide a copy of those policies and procedures to students, parents, and PCSB within the first ten (10) days of the beginning of each Academic Year. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for due process, provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. PCSB shall approve or deny any material changes to such policies and procedures within sixty (60) days of a submission of a request for an amendment by the School Corporation.

B. Pursuant to PCSB’s Attendance and Discipline Data Policy, the School Corporation shall track suspensions and expulsions on a monthly basis using the data management reporting software identified by PCSB. If the School Corporation operates two or more Campuses, the School Corporation shall maintain, track, and report discipline data for each Campus separately.

C. The School Corporation shall, in accordance with PCSB’s stated policies, report any student expulsions or suspensions for longer than five (5) business days to PCSB within ten (10) business days of such expulsion or suspension and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more Campuses, the School Corporation shall report data pursuant to this Section 3.3(C) 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 PCSB. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide PCSB written notice of a material change to its complaint resolution process at least three (3) months prior to adoption thereof.

3.5 Operational Control. **A.** Pursuant to §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 School Corporation or the School’s own name.

3.6 Accreditation. **A.** The School Corporation shall maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) of the Act.

B. The School Corporation shall provide 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 (the “Nonprofit Act”), as now and hereafter in effect, or any successor statute.

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

4.3 Governance. A. The School Corporation shall be governed by a Board of Trustees. The Board of Trustees are fiduciaries of the School Corporation and shall operate the School Corporation in accordance with the School Corporation's Articles of Incorporation and Bylaws, in each case consistent with this Agreement and the provisions of the Act and the Nonprofit Act.

B. Pursuant to §38-1802.04(c)(10) of the Act, the Board of Trustees shall provide PCSB with a written request for approval of any material change(s) to its Articles of Incorporation or Bylaws within three (3) months of the effective date of such change(s).

4.4 Composition. Pursuant to §38-1802.05 of the Act, the Board of Trustees of the School Corporation shall consist of an odd number of members, with a minimum of three (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending the School, and the majority of whom shall be residents of the District of Columbia.

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

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

5.1 Financial Management. The School Corporation shall operate in accordance with Generally Accepted Accounting Principles ("GAAP") and other generally accepted standards of fiscal management and sound business practices to permit preparation of the audited financial statements required pursuant to §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 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 PCSB with respect to any procurement contract awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding \$25,000, not later than three (3) days after the date on which such award is made (i) all bids for the contract received by the School Corporation, if any; (ii) the name of the contractor who is awarded the contract; and (iii) the rationale for the award of the contract. The PCSB may request copies of these procurement contracts to be provided to the PCSB upon request. 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 the Original Petition (the "School Management Contract").

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 the School Management Contract, if any. The School Corporation shall submit a written request for approval to PCSB before canceling, terminating, or materially amending, modifying, or supplementing any School Management Contract. However, such a request by the School Corporation shall be deemed approved unless PCSB notifies the School Corporation within sixty (60) days of submission of a request for approval that the request has been denied and the reason(s) for denial.

C. If a procurement contract having a value equal to or exceeding \$25,000 is awarded by the School Corporation to an Interested Party, the School Corporation will award that contract pursuant to applicable PCSB policies and the School Corporation's conflict of interest policies and procedures, which must include notice to the Board of Trustees and recusal from discussion with and decision by the Interested Party. "Interested Party" means (1) a party who has a close familial relationship with a member of the Board of Trustees, the School's senior executive, or one of the top three highest paid employees of the school; (2) a party that is owned or directly governed (including by maintaining a voting seat on the board thereof) by an individual who is, or who has a close familial relationship with, a member of the Board of Trustees, the School's senior executive, or one of the top three highest paid employees of the school; (3) any individual who is a founder of the School Corporation or formerly served on the Board of Trustees and has been separated from the school for less than ten years; (4) any individual who was formerly a senior executive or one of the top three highest paid employees of the school and has been separated from the school for less than ten years; or (5) any party who is owned, (*i.e.* ownership or control of 5% or greater ownership interest in the party) by the individuals detailed in clause (3) or clause (4) above.

D. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that 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 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. This shall include the types of insurance set forth in Attachment I, with School Corporation required to procure and maintain the coverage and limits set forth therein. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. The Board of Trustees may by written notice amend the insurance coverage required by this Section 5.5 and Attachment I to include such additional insurance coverage that the Board of Trustees determines is reasonably necessary, subject to the availability of such insurance on commercially reasonable terms, and shall provide proof of such insurance coverage annually to PCSB. The School Corporation's current insurance certificate has been submitted to PCSB, and is attached herein as Attachment I.

5.6 Tax-Exempt Status. The School Corporation shall maintain tax-exempt status under federal and District of Columbia laws.

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 and delivery of the data described in Section 7 below.

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

5.8 [Board of Trustee Meeting Minutes](#). The School Corporation shall maintain copies of all minutes of meetings of the Board of Trustees of the School Corporation, including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting, certified by an officer of the School Corporation or a member of the Board of Trustees as to their completeness and accuracy. The School Corporation shall make such minutes available for inspection by PCSB, its officers, employees, or agents upon request.

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 employees of the District of Columbia government for any purpose.

6.2 [Hiring](#). The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten (10) hours a week prior to the commencement of employment or volunteer assignment by such person. 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 determined by the School Corporation, the School Corporation shall conduct random background checks on each employee and each person who regularly volunteers at the School more than ten (10) hours a week, but at a minimum once every two (2) years.

SECTION 7. REPORTING REQUIREMENTS

7.1 [Annual Reports](#). The School Corporation shall deliver to PCSB, by a date specified by PCSB, an annual report in a format acceptable to 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 reasonable basis for measuring the School’s performance as PCSB may request. The School Corporation shall permit any member of the public to view such report upon request.

7.2 [Audited Financial Statements](#). As soon as available in final form but no later than one hundred and twenty (120) days after the end of each Academic Year, the School Corporation shall deliver to PCSB financial statements audited by an independent certified public accountant or accounting firm selected from an approved list developed pursuant to §38-1802.04(c)(11)(B)(ix) of the Act in accordance with GAAP and government auditing standards for financial audits issued by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

7.3 [Interim Financial Reports](#). Unless otherwise notified by PCSB, the School Corporation shall prepare and submit to PCSB, within thirty (30) days after the end of each Interim Period, beginning with the Interim Period that commences on July 1, 2015, (i) the balance sheet of the School Corporation at the end of such Interim Period and the related statements of income and cash flows of the School Corporation for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (ii) notes to the balance sheet describing the financial status of the School Corporation, including contributions, whether monetary or in-kind, in excess of \$500 and fundraising efforts for such Interim Period and for the period from the beginning of the then current Academic Year to the end of

such Interim Period. These reports may include supplemental schedules as required by PCSB. “Interim Period” shall mean quarterly and, from time to time thereafter upon written notice by PCSB to the School Corporation, such other regular period of time as designated by PCSB in such notice.

7.4 Budget. No later than June 1 of each Academic Year, the School Corporation shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, the “Budget”) for the next succeeding Academic Year. If PCSB has previously given written notice to the School Corporation 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 PCSB. PCSB may specify the format, 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 (the “DC Code”). Such data shall be in the format required by OSSE for similar data 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. No later than five (5) days after the end of each month during the Academic Year and during summer school, if offered, the School Corporation shall provide to PCSB 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 PCSB. If the School Corporation operates two or more Campuses under the Charter, each Campus shall maintain and submit to PCSB distinct and unique attendance data.

7.7 Key Personnel Changes. Within five (5) business days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or any one of the key personnel as identified by position in Attachment J (but no later than the time the School Corporation announces such departure publicly), the chair of the Board of Trustees or an officer of the School Corporation shall provide to PCSB notice 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. Within forty-five (45) days following the end of each Academic Year, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Trustees that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect. If the School Corporation receives notice, whether formal or informal, of any alleged failure to comply with the terms or conditions of any Authorization, the School Corporation shall provide PCSB, within seven (7) days of receiving such notice, a report detailing the nature and date of such notice and the School Corporation’s intended actions in response. “Authorization” 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 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 Authorization 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 proposed response to cure such alleged default or breach.

7.10 [Litigation](#). The School Corporation shall promptly report to PCSB the commencement of any material legal action, arbitration, government investigation, or other proceeding adverse to the School Corporation or any property of the School Corporation (each such instance, a "Proceeding") and shall keep PCSB apprised of any material developments with respect to any such Proceeding. No later than February 14 and August 14 of each Academic Year, the School Corporation shall provide PCSB a schedule of all Proceedings involving any alleged liability or claim or, if there has been no change since the last report, a statement to that effect.

7.11 [Certificates of Insurance](#). No later than thirty (30) days after the expiration of the existing insurance policy of the School Corporation, the School Corporation shall deliver to PCSB a new or renewal certificate of insurance with respect to each insurance policy required pursuant to [Section 5.5](#) above and [Attachment I](#). Such certification shall be executed by each insurer providing insurance thereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. The School Corporation shall furnish PCSB with copies of all insurance policies or other evidence of insurance required pursuant to [Section 5.5](#) above and [Attachment I](#) upon request.

7.12 [Reports Required by the Act](#). The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide 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 set forth in [Section 8.2](#) and [Section 8.3](#) below, from which the School Corporation is not otherwise exempt. The School Corporation shall operate at all times in accordance with 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 prescribed 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 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 District of Columbia Public Schools by OSSE, the Board of Education, the Mayor of the District of Columbia, 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 the Board of Trustees, officers, employees, and contractors of the School Corporation, to cooperate with PCSB, its staff, and its designated agents in connection with PCSB's obligations to monitor the School Corporation.

8.5 [Access](#). Upon reasonable notice, the School Corporation shall grant to PCSB, its officers, employees, or designated agents, access to the School Corporation's property, books, records,

operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees, or designated agents, including permitting site visits as PCSB considers necessary or appropriate for the purpose of fulfilling its oversight responsibilities consistent with §38-1802.11(a) of the Act, provided that such review or access will not unreasonably interfere with the operation of the School and School Corporation.

8.6 Notice of Concern. If 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 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 PCSB may issue a written notice to the School Corporation stating the reasons for its concerns and inquiry (“Notice of Concern”). Upon receipt of such Notice of Concern and upon request of PCSB, the School Corporation shall meet with PCSB to discuss PCSB’s concerns and the School Corporation’s response to PCSB’s Notice of Concern.

8.7 Administrative Fee. The School Corporation shall pay annually to PCSB, no later than November 15 of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of PCSB. Notwithstanding the foregoing, 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 PCSB such fee within five (5) 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 PCSB in accordance with the Act, PCSB and the School Corporation shall (i) renew this Agreement, with amendments if necessary, satisfactory to PCSB and the School Corporation or (ii) enter into a substitute agreement satisfactory to PCSB and the School Corporation.

9.2 Charter Revocation. **A.** Pursuant to §38-1802.13 of the Act, PCSB may revoke the Charter if 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, PCSB shall revoke the Charter if PCSB determines that the School (i) has engaged in a pattern of non-adherence 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, PCSB has the authority to propose revocation of the Charter or any of the Campus locations of the School pursuant to this Section 9.2.

9.3 Termination. This Agreement shall terminate upon Charter revocation or non-renewal or by mutual written agreement of the parties hereto.

9.4 Probation and Corrective Action. **A.** If PCSB proposes to revoke the Charter pursuant to §38-1802.13(a) of the Act, 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 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 PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require PCSB to place the School or any of its Campuses on probation or develop a Corrective Plan.

B. If PCSB elects to place the School or one of the School's Campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide PCSB a written request for approval five (5) business days prior to taking any of the following actions: (a) 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 PCSB; (ii) has not been renewed by 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.

B. In the event of dissolution, PCSB, in consultation with the Board of Trustees 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 §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 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, waivers, consents, or supplements hereto or 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. All prior representations, understandings, and agreements are merged herein and superseded by this Agreement, provided that Attachments A-E which constitute the Charter of the School Corporation can only be modified or amended through petition for Charter Revision subject to Section 1.1(B), it being understood that Attachment A, Attachment B, and Attachment E require only PCSB approval, and not a public hearing. This Agreement may be amended or modified only by mutual 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 PCSB shall no longer have the authority to charter or monitor public schools in the District of Columbia, PCSB may assign this Agreement to any successor 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. PCSB may, in its discretion and in accordance with applicable law, waive any deadline or requirement as set forth in this Agreement applicable to the School Corporation, School or each Campus. No waiver of any breach of this Agreement or the Charter shall be held as a waiver of any other or 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 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 such dispute; and (ii) thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve such dispute. Nothing contained herein, however, shall restrict PCSB’s ability to revoke, non-renew, or terminate the Charter pursuant to §38-180213 of the Act and Section 9.1, Section 9.2, and Section 9.3 above of this Agreement.

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):

If to PCSB:

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

If to the School Corporation:

Paul Public Charter School
5800 8th Street NW
Washington, DC 20011
Attention: Jami Dunham, CEO
Email: jdunham@paulcharter.org
Telephone: (202) 291-7499

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.

PAUL PUBLIC CHARTER SCHOOL, INC.

[Redacted Signature]

By: Roberta Colton

Title: Board of Trustees Chair

Date:

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**

[Redacted Signature]

Title: Board Chair

Date: