

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

AND

WASHINGTON GLOBAL
PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2015 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and WASHINGTON GLOBAL 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**”), 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, 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, 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 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 trustees of the School Corporation (“**Board of Trustees**”), including exclusive control over administration, expenditures, personnel, and instruction methods; 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. 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 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;

- (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 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 not be required to provide PCSB a petition for a charter revision for any proposed 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 (15) 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: Washington Global Public Charter School (Washington Global) is a community school open to all middle school students in Washington, DC. It utilizes a rigorous, internationally-based academic and cultural curriculum, which integrates project-based learning, service-learning, technology, and language acquisition to develop enterprising and competitive global citizens.

B. The School Corporation shall provide the 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 six through seven. In each of the succeeding 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 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 Academic Achievement and Goals. **A.** The School Corporation has selected as its measure of academic achievement expectations for its sixth through eighth grade programming

the indicators listed in the Elementary/Middle School Performance Management Framework developed by PCSB (each, 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 Corporation’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).

Additionally, the School Corporation has selected two program-specific academic goals in the areas of foreign language and service-learning. The goals state:

Foreign Language

Year One	Year Two	Full Capacity
99% of students will earn credit for at least one foreign language course.	65% of students will have achieved at least Level One proficiency in one foreign language by the eighth grade.	90% of students will have achieved at least Level One proficiency in one foreign language by the eighth grade.

Service- Learning

Year One	Year Two	Full Capacity
90% of students will have engaged in at least one service-learning project and develop and present an independent project based on their service-learning experience that meets all school-based service-learning criteria.	95% of students will have engaged in at least two service-learning projects and develop and present an independent project based on their service-learning experiences that meets all school-based service-learning criteria.	98% of students will have engaged in at least one service-learning project and develop and present an independent project based on their service-learning experiences that meets all school-based service-learning criteria.

B. Standard for charter review and renewal. The School Corporation will be deemed to have met its goals and academic achievement expectations if:

In order to be considered for meeting minimum requirements for a fifth-year charter review, the school will need to have earned at least 40% of the possible PMF points in at least two of the most recent three years in operation to be deemed as having met its goals and student academic achievement expectations during this review. In order to be considered for meeting its goals and student achievement expectations at its tenth-year charter review, the school will need to have earned at least 50% of the possible PMF points in two of the most recent three years and not under 45% in any of the past five. In cases where a school has not achieved this, but has demonstrated consistent improvement over the course of the five years, the PCSB Board may determine to have met its goals and student academic achievement expectations. If a school achieves less than 45% of the possible PMF points on the 2014-2015 PMF, it will not be penalized.

At its charter renewal, 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 that the campus to have met its goals and academic achievement expectations if the School 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 the D.C. Office of the State Superintendent of Education (“OSSE”).

E. The School Corporation shall test every enrolled student in the grades tested by district-wide assessments in core academic subjects (i.e., math, reading, science, and social studies) and report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

F. If the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB 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). A multi-campus school may operate multiple campuses that each offers the same grade span on different facilities. It may also operate different but distinct grade spans, whether in the same or different facilities. Each campus typically has a distinct academic leader and a largely separate staff. Students from one campus may matriculate to another campus automatically with priority over new applicants. If there are insufficient spaces the campus may hold, prior to an external lottery, an internal school lottery for students from other campus. New students apply to each campus through separate applications with each campus holding a separate and distinct lottery process.

G. 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.

2.4 Curriculum. **A.** The School Corporation shall design and implement the educational program set forth in its Petition including amendments to the 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 federal requirements concerning the education of students with disabilities.

B. Pursuant to § 38-1802.10(c) of the Act, the School Corporation has elected to be treated as a local educational agency for the purpose of providing services to students with disabilities. In the event that the School Corporation decides to change its LEA status, it shall notify PCSB in writing at least thirty days prior to the first day of the Academic Year.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location. **A.** The School shall be located at 525 School Street SW, Washington, D.C. 20024 (the “**School Property**”). 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 (1) month prior to the first day of the School’s first Academic Year. A copy of the information submitted to PCSB pursuant to **Attachment F** shall be kept on file at the School.

B. Unless otherwise approved by PCSB in writing, in the School’s first and second Academic Years of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range. After its second 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 PCSB in the Petition. The PCSB shall approve or deny the request within ninety (90) 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 PCSB at least three (3) months prior to its intended relocation. 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 (1) 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 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 110 students in the first Academic Year and no more than 240 students in subsequent Academic Years 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 implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, described in its petition and 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 submission.

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 report any student expulsions or suspensions for longer than five (5) days to PCSB within ten (10) days of the 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 the 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 of this policy 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.

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 public charter school's own name.

3.6 Accreditation. A. Within five (5) years of its opening, 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.

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, 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 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 Trustees shall provide PCSB with written a 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.

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 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 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 its petition

B. The School Corporation shall follow the requirements of § 38-1802.04(c)(10) of the Act for contracts entered into 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 PCSB before canceling, terminating, or materially amending, modifying, or supplementing any School Management Contract; however, such a request 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 affiliated party, the School Corporation will award that contract pursuant to conflict of interest policies and procedures, including PCSB policies, that include notice to the Board of Trustees of the School Corporation and recusal from discussion and decision of the affiliated party. "**Affiliated Party**" means any person who is a member of the Board of Trustees, an entity indirectly controlled, controlled by, or under common control with a member of the Board of Trustees of the Corporation, or such individual who is a member of the immediate family (including parents, spouse, children, siblings) of a member of the Board of Trustees and any trust whose principal beneficiary is a member of the Board of Trustees or such an individual. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management of policies of that entity, whether through the ownership of voting securities or by contract or otherwise.

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 and in no less than the respective 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.

5.6 Tax-Exempt Status. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia within two (2) years from the date hereof and shall maintain such tax-exempt status.

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 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 provide such documents to PCSB, its officer, 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 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 (10) 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 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 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 on request.

7.2 Audited Financial Statements. As soon as available 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 who shall be 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 starting with the Interim Period beginning beginning 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 (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 monthly, and from time to time thereafter, upon written notice by PCSB to the School Corporation, the period 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, a “**Budget**”) for the next succeeding Academic Year. The School Corporation’s initial Budget shall be in accordance with the Budget submitted with its Petition to PCSB. If 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 PCSB. 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. No later than five days after the end of each month during the Academic Year and during summer school, if offered, 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 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) 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 a 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 after 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. "**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 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 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 PCSB apprised of any material developments in such Proceedings. 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 August 15 of each Academic Year, the School Corporation shall deliver to PCSB a 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 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 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 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.

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 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 Trustees, officers, employees, and contractors to, cooperate with PCSB, its staff, and its 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 agents, access to the School’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 agents, including allowing site visits as 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.

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 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 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 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 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 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, PCSB has the authority to propose revocation of the School or 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 10, 2015; if the School fails to secure use of the School Property by August 1, 2015; upon Charter revocation or nonrenewal; 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, or close one or more of the School Corporation's campuses, PCSB may, as an alternative to charter revocation, or campus closure, respectively, where permissible by law, 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) or campus closure, the terms and conditions of probation and the results the School shall achieve to avoid charter revocation or campus closure. 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: (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 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 pursuant to Section 9.2(C).

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) discharge the School Corporation's debts; and (iii) distribute 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 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 and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement. 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 PCSB shall no longer have authority to charter public schools in the District of Columbia, 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 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 the dispute; and (ii) thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act and Sections 9.1, 9.2, and 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) shall be as follows:

If to PCSB:

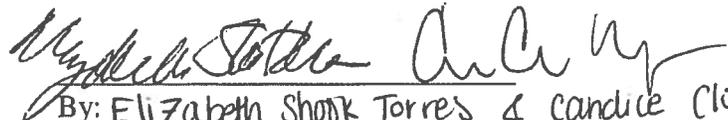
District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spears@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Washington Global Public Charter School
3060 Q St., NW
Washington, D.C. 20007
Attention: Elizabeth Torres, Ed.D.
Email: eltorres@washingtonglobal.org
Telephone: (202) 534-7901

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.

Washington Global PCS


By: Elizabeth Shook Torres & Candice Cross Haney
Title: Director / Principal

Date: 05/18/2015

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**


By: Darren Woodruff

Title: PCSB Board Chair

Date: 05/21/2015

ATTACHMENTS

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	Disciplinary Policies
ATTACHMENT I	Insurance Requirements
ATTACHMENT J	Key Personnel
ATTACHMENT K	Maximum Enrollment Schedule

**Washington Global Public Charter School
Rules and Policies for Governance and Operation
Of the School Corporation**

The Board of Trustees (hereinafter referred to as the “Board”) shall set the policies for Washington Global Public Charter School (“Washington Global”) and have ultimate decision-making authority on and responsibility for all matters related to the administration, operation and maintenance of Washington Global. The day-to-day operations of Washington Global shall be handled by the Principal and Director of Operations, both of whom shall report directly to the Board. All other employees shall be hired by and report to the Director of Operations or the Principal, as detailed in each employee’s employment contract. Washington Global has not entered into a third party contract for the management or operation of the school.

Each Trustee is responsible for reviewing the responsibilities set forth below to support and govern Washington Global. These responsibilities will be provided in writing to each Trustee by the Governance Committee prior each Trustee’s nomination as a candidate to join the Board of Trustees.

Specific Responsibilities Include:

1. Fulfilling fiduciary, legal and ethical obligations to Washington Global
2. Communicating and supporting Washington Global’s mission;
3. Hiring, supporting and evaluating the Principal and Director of the school through a mutually agreed upon evaluation tool;
4. Fulfilling activities set forth by the Chair and assigned sub-committees;
5. Attending Board and sub-Committee meetings in accordance with the Washington Global’s Bylaws. Preparing for meetings by reviewing materials in advance. If unable to attend, notifying the Board Chairperson;
6. Participating in and approving decisions that set Washington Global’s strategic direction. Trustees shall participate in the strategic planning process, approve agreed upon outcomes and assess the plan’s implementation and Washington Global’s progress based on the stated goals and objectives;
7. Ensuring that an annual independent financial audit is conducted that follows generally accepted accounting practices;
8. In addition to Board meetings, being prepared to participate in tasks including, but limited to:
 - attending school-based community events,
 - attending and/or assisting with school fundraising events, and
 - engaging in additional management tasks such as reviewing items proposed for approval;
9. Engaging in an active succession planning process for the Board and School leaders;
10. Supporting Washington Global’s community outreach and fundraising activities.

Washington Global will also fulfill responsibilities to its Trustees. These responsibilities include:

1. Providing orientation to new Trustees.
2. Providing Directors and Officers Liability Insurance/Indemnification.
3. Providing and Enforcing a Conflicts of Interest Policy
4. Providing and Enforcing a Financial Policies Manual

BYLAWS OF
WASHINGTON GLOBAL PUBLIC CHARTER SCHOOL

A District of Columbia nonprofit corporation

Article I
Purposes

Section 1.1 Structure. The Washington Global Public Charter School (hereinafter referred to as the “Corporation”) is a nonprofit corporation incorporated under the laws of the District of Columbia Nonprofit Corporation Act, D.C. Code §§ 29-501 *et seq.* The Corporation’s Articles of Incorporation were filed and the Certificate of Incorporation was issued by the Department of Consumer Regulatory Affairs of the District of Columbia on February 25, 2014 (hereinafter referred to as the “Articles of Incorporation”). These bylaws of the Corporation shall be hereinafter referred to as the “Bylaws”.

Section 1.2 Purposes. The Corporation is organized exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1985, as now enacted or hereinafter amended, and its sole purpose is to establish, administer, operate and maintain a public charter school in the District of Columbia of the United States of America pursuant to D.C. Code §§ 38-1800.101 *et seq.*

Section 1.3 Mission. The Corporation is a community school open to all middle school students in Washington, DC. It utilizes a rigorous, internationally-based academic and cultural curriculum that integrates project-based learning, service-learning, technology, and language acquisition to develop, educate and train enterprising and competitive global citizens.

Article II
Registered Agent and Offices

The Corporation has and shall maintain a registered agent and offices in the District of Columbia as required by applicable law. In accordance with applicable law, the Board of Trustees may change the Corporation’s registered agent and offices.

Article III
Board of Trustees

Section 3.1 Powers. The Board of Trustees (hereinafter referred to as the “Board”) shall be fiduciaries of the Corporation and shall set the policies for the Corporation. The Board shall have the ultimate decision-making authority on all matters related to the administration, operation and maintenance of the Corporation. The Board is responsible for ensuring that the Corporation abides by and meets the mission and responsibilities stated in its charter, charter agreement, and applicable law.

Section 3.2 Number. The composition of the Board shall include at least five (5) and no more than fifteen (15) members (hereinafter referred to as the “Trustees”), provided that the exact number of Trustees shall be determined by resolution of the Board (subject to Section 3.5 below), and the Board shall consist always of an odd number of Trustees. A majority of the Trustees shall reside in the District of Columbia. By October 21, 2015, two (2) of the Trustees shall be parents or guardians of students enrolled in the school.

Section 3.3 Officers. As set forth in more detail in Section 4.1 below, the Board shall also include four (4) officers (hereinafter referred to as the “Officers”), namely the Chairperson, the Vice-Chairperson, the Secretary and the Treasurer.

Section 3.4 Qualifications. All Trustees shall meet the following qualifications:

- a) A strong dedication to ensuring that the mission of the Corporation is carried out;
- b) A high level of professional and personal integrity;
- c) Involvement on other boards and/or professional or community leadership positions/participation;
- d) A commitment to sustaining the school by supporting future fundraising and development efforts;
- e) Proven expertise in a key area (e.g., education, finance or law) and the skills necessary for ensuring that the Corporation achieves its optimal operational and academic capacity; and
- f) Ability to commit the time necessary to support the growth and oversight of the Corporation.

Section 3.5 Election. At the first Board meeting, which shall take place after the authorization of the Corporation’s charter, at least seven (7) members of the Corporation’s founding group shall become Trustees, provided that such Trustees meet the qualifications set forth in Section 3.4 above. A second round of elections of Trustees shall occur by November 30, 2015 and a final round of elections shall occur by December 31, 2015. Thereafter, the Governance Committee (as described below) shall present a slate of potential Trustees and Officers for election to the Board. Trustees and Officers shall be elected by majority vote of the Trustees composing the Board, and shall be elected each year at the Board’s annual meeting.

Section 3.6 Committees. The Board shall consist of five (5) standing committees: Executive Committee, Governance Committee, Finance Committee, Academic Accountability and Student Well-being Committee, and Outreach and Development Committee.

- a) Executive Committee: The Executive Committee shall oversee all business and operational aspects of the Board. This Committee shall also develop and disseminate agendas prior to Board meetings, and engage in and work with the Board Secretary to ensure that all required information is provided to the outside oversight groups (including DC PCSB and OSSE).

- b) Governance Committee: This committee shall ensure that the Board meets its fiduciary and legal duties and responsibilities and remains a high-quality oversight body. Its tasks shall consist of providing an orientation to new Trustees, ensuring adherence to these Bylaws, recommending any changes to these Bylaws for vote by the Board in accordance with Section 8.3, and recruiting and nominating potential Trustees.
- c) Finance Committee: The Finance Committee shall oversee financial practices and policies. Such duties shall consist of reviewing budgets and financial statements, leading the financial audit process, and providing recommendation for approval of the school budget.
- d) Academic Accountability and Student Well-being Committee: The Academic Accountability and Student Well-being Committee shall oversee all academic aspects of the school, such as its accountability plan, successful student achievement and adherence to laws and policies set forth by District of Columbia and U.S. federal entities. Additionally, this Committee shall work with school leaders to develop initiatives that accomplish the academic mission of the school.
- e) Outreach and Development Committee: The Outreach and Development Committee shall lead and oversee all community outreach and fundraising efforts of the school. It shall ensure that current and future fundraising activities are identified and successfully implemented.

The initial Trustees referred to in Section 3.5 shall assume a position on at least one of the Board's five (5) standing committees set forth in Section 3.6. The Board may designate one or more Trustees as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he/she or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.

Section 3.7 Minutes of Full Board and Committee Meetings. Each committee shall keep regular minutes of its meetings and report the same to the Board when required. The full Board shall take minutes of each meeting and submit the minutes to the PCSB.

Section 3.8 Term of Service. Trustees shall serve staggered terms of office. The Trustees who served on the Corporation's founding group and joined the initial Board shall serve a three-year term, Trustees who were selected during the second round shall serve a two-year term, and those Trustees selected during the final round shall serve a one-year term. No Trustee shall serve more than two (2) consecutive three-year terms unless it is otherwise approved by a majority of the Board. After election, the term of a Trustee may not be reduced except as stated in these Bylaws.

Section 3.9 Rights and Responsibilities. All Trustees shall have the rights and responsibilities set forth in the Policies and Procedures Manual of the Corporation and otherwise required by applicable law. No Trustee shall endeavor to profit personally

from his or her membership on the Board. All Trustees shall be bound by the Policies and Procedures Manual of the Corporation.

Section 3.10 Removal. Any Trustee may be removed with or without cause by a majority vote of the Board at any regular or special meeting of the Board where a quorum is present. For the vote to occur, it must be included as an item on the agenda and circulated to all Trustees prior to the meeting.

Section 3.11 Resignation. Any Trustee may resign at any time, provided that such Trustee must submit his or her resignation by written notice to the Board's Chairperson no later than thirty (30) days prior to the proposed effective date of such resignation. Subject to acceptance by the Chairperson, the resignation shall become effective on the date proposed by such resigning Trustee.

Section 3.12 Vacancies. Any Board vacancy by reason of death, resignation, retirement, disqualification, removal from office or otherwise may be filled by a majority vote of the Board at any regular or special meeting of the Board where a quorum is present.

Section 3.13 Meetings. Regular meetings of the Board shall occur six (6) times per year. There shall also be one (1) annual meeting of the Board which shall occur on or about May 15 of each year. In addition, special meetings of the Board may be convened at any time by the Chairperson or by any three (3) other Trustees.

Section 3.14 Actions without Meetings. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all Trustees of the Board or committee, as the case may be, consent thereto in writing, or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.15 Telephonic Meetings. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, the Trustees or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 3.16 Rules of Order. Robert's Rules of Order shall govern the protocol and conduct of all Board meetings unless a particular rule is in conflict with these Bylaws.

Section 3.17 Notice of Meetings. Notice of the time and place of each Board meeting shall be delivered to each Trustee at least seventy-two (72) hours before the meeting. Such notice can be delivered by electronic mail, private courier, facsimile or first-class mail.

Section 3.18 Quorum. A majority of the Trustees then seated shall constitute a quorum for the transaction of business of the Board except as otherwise provided by applicable law, by the Articles of Incorporation, or by these Bylaws. A quorum, once established, shall not be broken by the withdrawal of enough Trustees to leave less than a quorum and the Trustees present may continue to transact business until adjournment. If, however, such quorum shall not be present at any meeting of the Board, a majority of the Trustees then present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Trustee.

Section 3.19 Compensation. Trustees shall not be compensated for their service in the Board.

Section 3.20 Proxy. A Trustee may vote on a matter or an election by proxy vote. The proxy vote must be submitted to Incorporator before the first meeting and Chair prior to each meeting thereafter by email or facsimile.

Articles IV Officers of the Board

Section 4.1 Number. The Chairperson, Vice Chairperson, Secretary and Treasurer shall serve as the Officers of the Board. The same person may not hold more than one office at any given time.

Section 4.2 Chairperson. The Chairperson (hereinafter referred to as the “Chair”) shall sit on the Executive Committee and oversees the structure and agenda of Board meetings. The Chair shall also lead the Board in preparing strategic plans and supporting the development of individual Trustees. Pursuant to the terms of these Bylaws, he or she shall have the power to sign, in the name of the Corporation, all contracts authorized either generally or specifically by the Board of Trustees and to execute and deliver other documents and instruments.

Section 4.3 Vice Chairperson. The Vice Chairperson (hereinafter referred to as the “Vice-Chair”) assists the Chair in all aspects of his or her duties and performs all of the duties of the Chair in the Chair’s absence. He or she shall sit on the Executive Committee.

Section 4.4 Secretary. The Secretary (hereinafter referred to as the “Secretary”) shall provide organizational support to the Board by posting Board agendas on the school’s website, taking all Board minutes at meetings, and possessing a strong familiarity of legal documents. The Secretary also ensures that requested Board information is signed by the

required Board leadership for submission to the DC Public Charter School Board. Additionally, the Secretary shall have a working knowledge of key legal documents, such as these Bylaws and the Articles of Incorporation, and keep copies of those documents.

Section 4.5 Treasurer. The Treasurer (hereinafter referred to as the “Treasurer”) shall sit on the Finance Committee and shall oversee the work of the Finance Committee. The Treasurer shall provide monthly updates to the Chair on budget planning and implementation, financial performance year-to-date, and any other key financial matters, including the audit process.

Section 4.6 Election and Term. After the approval of the Corporation’s charter, Trustees shall vote to elect the four (4) Officers by a majority vote. In all elections thereafter, the Governance Committee shall present a slate of nominees for the four (4) Officer positions to the Board. At each annual meeting, Officers shall be elected by the Trustees for a term of one (1) year. An Officer may not serve more than two (2) consecutive terms in the same office unless it is otherwise approved by a majority of the Board. Each Officer shall continue in office until the completion of his or her term and subsequent replacement by a newly election officer, his or her resignation, removal, or if he or she is deemed unfit to serve by a majority of the Board due to health or other related issues.

Section 4.7 Resignation, and Removal. An Officer may resign by providing written notice to the Chair. If the Chair resigns, he or she shall give notice to the Vice-Chair. Any Officer may be removed with or without his or her consent by a majority vote of the Board.

Section 4.8 Vacancy and Succession. If the Chair position becomes vacant, the Vice-Chair shall assume the duties of the Chair for the remainder of the term with the Secretary assuming key Vice-Chair duties and responsibilities, while continuing to function as the Secretary. If the positions of Secretary or Treasurer become vacant, the Chair shall appoint a Trustee on an interim basis to fill the respective leadership position until a special election is held.

Article V Management

The day-to-day business of the Corporation shall be managed and conducted by a principal (hereinafter referred to as the “Principal”) and a director of operations (hereinafter referred to as the “Director of Operations”). The Principal and the Director of Operations shall be those named in the Corporation’s charter application and are employees of the Corporation, and shall be responsible for carrying out the work of the Corporation in accordance with the policies established by the Board. The Board is responsible for evaluating the Principal and the Director of Operations and, if necessary, dismissing by a super-majority vote, which shall consist of 80% of the total votes of the Board.

Article VI Conflicts of Interest

Section 6.1 Purpose. The purpose of the conflict of interest policy is to protect the interests of the Corporation when a transaction or arrangement arises that might benefit the private interest of a Trustee or may result in a possible excess benefit transaction. This policy is intended to supplement, but not to replace any applicable District of Columbia and/or U.S. federal laws that apply to nonprofit organizations or PCSB policies that apply to public charter schools and govern conflict of interest.

Section 6.2 Procedures. The procedures to be followed in connection with any actual or potential conflict of interest are set forth below.

- a) **Duty to Disclose.** A Trustee must disclose any potential or actual conflict of interest related to financial and/ or other matters of the Corporation. A Trustee must disclose the existence of any financial or other actual or potential conflict of interest and be allowed the opportunity to disclose all material facts related to the Corporation to the Board.
- b) **Determining Whether a Conflict of Interest Exists.** After the disclosure of any potential or actual conflict of interests to the Board, the Board shall decide if a conflict of interest exists in a Board meeting. The interested Trustee shall leave the Board meeting while a decision is discussed and rendered.
- c) **Addressing the Conflict of Interest.**
 1. The Chair may refer the matter to a sub-committee of Trustees to investigate the actual or potential conflict of interest and determine the actions that shall be taken in connection therewith.
 2. After exercising due diligence, the Board shall determine whether the Corporation can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 3. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not produce a conflict of interest, the Board shall determine whether the transaction or arrangement that is under consideration for posing a conflict of interest is in the best interest of the Corporation, and whether it is fair and reasonable. The Board shall then vote according to the voting guidelines set forth in these Bylaws whether to enter into the transaction or arrangement.
- d) **Violations of Conflict of Interest Policy**
 1. If the Board has reasonable cause to believe that a Trustee has failed to disclose actual or potential conflicts of interest, the Board shall inform said Trustee of the basis for such belief and afford him or her the opportunity to explain the alleged failure to disclose.
 2. After hearing the explanation of said Trustee and reasonably investigating the matter as warranted by the circumstances, the Board shall determine whether said Trustee has failed to disclose an actual or potential conflict of interest. The Board shall then take appropriate corrective action.

6.3 Annual Statements. Each Trustee of the Board shall annually sign a statement that affirms that such person:

- a) has received a copy of the Conflict of Interest policy;
- b) has read and understands the policy;
- c) has agreed to comply with the policy; and
- d) understands that the Corporation is a nonprofit, charitable organization and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

6.4 Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its nonprofit, educational and charitable purposes, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following:

- a) a review of compensation arrangements and benefits to ensure that they are reasonable, based on competent survey information and the result of arm's length bargaining; and
- b) a review of whether partnerships, joint ventures, and other arrangements with management organizations conform to the written policies of the Corporation, are properly recorded, reflect reasonable investment or payments for goods and services, further the stated charitable purposes of the Corporation, and do not result in impermissible private benefit or an excess benefit transaction.

Article VII Personal Liability and Indemnification

Section 7.1 Indemnification. The Corporation shall indemnify, or upon written request to the Corporation in advance, to any person acting as a Trustee, Officer, employee or agent of the Corporation all reasonable expenses actually incurred or paid (including attorney fees, judgments, fines, and other amounts paid in settlements) in the defense of any civil or criminal action in which such person may become involved by reason of such person's serving or having served in such capacity at the request of the Corporation. There shall be no indemnification in relation to matters as to which the Board finds that the Trustee, Officer, employee, or agent of the Corporation acted in bad faith or engaged in gross negligence or willful misconduct. The right to indemnification under this Section 7.1 shall be a contract right inuring to the benefit of the Trustees, Officers, employees, and agents of the Corporation and no amendment or repeal of this Section 7.1 shall adversely affect any right of such individuals existing at the time of such amendment or repeal.

Section 7.2 Personal Liability. Except as required by applicable law, the Trustees, Officers, employees and agents of this Corporation shall not be personally liable for any debt, liability, or obligation of the Corporation.

Section 7.3 Insurance. The Corporation shall obtain and maintain adequate liability insurance for its Trustees, Officers, employees and agents with a financially sound and reputable insurance company.

Article VIII Miscellaneous

Section 8.1 Mandatory Dissolution. The Corporation shall adhere to the mandatory dissolution requirements established in Sections § 38-1802.13a of the DC Code. The Board and the management of the Corporation shall undertake all actions reasonably necessary in connection with the implementation of this Section 8.1.

Section 8.2 Checks, Notes, and Contracts. As agents of the Corporation, The Director of Operations and the Principal shall have the authority to sign all bills, notes, receipts, acceptances, endorsements and checks of Corporation in an amount up to, and including \$5,000.00. Two of the aforementioned signatories shall cosign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation over \$5,000.00.

Section 8.3 Policies and Procedures Manual. The Board shall draft and implement a Policies and Procedures Manual. The manual shall follow the guidelines of the National Council of Nonprofits and the Center for Nonprofit Advancement.

Section 8.4 Amendments. These Bylaws may be amended at any meeting of the Board, provided that any such amendments shall be approved by vote of no less than two-thirds (2/3) of the Trustees then in office. These Bylaws should be reviewed once every two (2) years and shall be documented as to the date of said review.

Section 8.5 Policy of Nondiscrimination. The Corporation shall not discriminate on the basis of race, color, national origin, ethnic origin, religion, sexual orientation, gender identification, disability, or gender in the administration of its educational policies, admission policies, or any other school administered policies or programs.

* * *

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

Washington Global Public Charter School (“Washington Global”) is committed to ensuring the health and safety of its students, employees, and other stakeholders within its school community. Therefore, as mandated by DC Code § 38-1802.03(11) of the School Reform Act (“SRA”), Washington Global will comply with all applicable District of Columbia and federal health and safety laws and regulations, and all applicable civil rights laws and regulations. As further required by the SRA (DC Code § 38-1802.4(c)(4)(B)), Washington Global will submit a report to the District of Columbia Public Charter School Board (“PCSB”) that verifies that the school’s facilities are in compliance with applicable District of Columbia and federal laws and regulations. Additionally, Washington Global will ensure that its facilities are accessible to individuals with disabilities as required by Title II of the Americans with Disabilities Act (as amended) and Section 504 of the Rehabilitation Act (as amended Title IV of the Workforce Investment Act).

Specifically, to establish and maintain the health and safety of its students, employees and other stakeholders, Washington Global has taken initiatives that include, but are not limited to:

- Requiring documented evidence of all required student immunizations according to District of Columbia Department of Health (the “DOH”) guidelines;
- Developing a comprehensive school-wide positive behavior intervention and support (SWPBIS) system and student discipline policy;
- Requesting a school nurse from the DOH and establishing a health suite that meets District requirements;
- Developing a plan to ensure that, in addition to the requested nurse, at least two other employees are CPR certified and trained and certified to administer medicine to students;
- Acquiring insurance coverage that meets or exceeds the requirements of PCSB;
- Creating an Employee Handbook that outlines harassment policies and emergency procedures for staff and students;
- Preparing a Student and Family Handbook that contains health and safety procedures;
- Complying with all requirements of the DC Fire Prevention Code;
- Budgeting for a full-time mental health provider;
- Requiring all staff to undergo a comprehensive background check prior to working at the school; and periodic background checks at least once every two years.

Attachment D

Assurance to Seek, Obtain, and Maintain Accreditation

Washington Global PCS will seek, obtain, and maintain accreditation from the Middle States Association of Colleges and Schools within five years. The US. Department of Education recognizes the Middle States Accreditation (MSA) as a reliable agency in determining the quality of education. The MSA provides accountability by comparing schools to widely recognized standards of quality through a transparent process. This accreditation highlights the positive aspects of schools, thus fostering pride throughout the school community.

Attachment E

Relationship Between School and Employees

WORKING AND COMPENSATION

Employment on an At-Will Basis

All employees are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or Washington Global at any time, with or without cause and with or without notice. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the Organization shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

Employee Handbook Receipt

Name _____

Position _____

I hereby acknowledge receipt of my personal copy of the Employee Handbook.

I agree to read the handbook, become familiar with its contents, and abide by the standards, policies, and procedures defined or referenced in this document.

The information in this handbook is subject to change. I understand that changes by Washington Global may supersede, modify, or eliminate the information summarized in this booklet. As Washington Global provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modification to contractual relationships or alterations of at will relationships is intended in this handbook.

I understand that I have an obligation to inform the Principal or Director of any changes in personal information, such as phone number, address, etc. I also accept responsibility for contacting the Principal or Director if I have questions or concerns or need further explanation.

Signature

Attachment F

Attachment F: Pre-opening Requirements

Pre-Opening Visit Checklist – New Charter School

**Items may be uploaded into Epicenter*

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
Arrangements have been made for food service.	<ul style="list-style-type: none"> • Food service contract • Documentation that contract equal to or exceeding \$25,000 has been reviewed by PCSB. • Record of Basic Business License (BBL)
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

Area of Review	Examples of Acceptable Documentation
	nurse, contract with local health facility, etc.) <ul style="list-style-type: none"> 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 the number of students PLUS staff in the building*
If needed (eg. 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 PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> Certificates of insurance on file at school with coverage in accordance with their charter or meeting the minimum levels recommended*: <ul style="list-style-type: none"> General Liability - \$1000 per occurrence, \$2000 aggregate Directors and Officers Liability - \$1000

Area of Review	Examples of Acceptable Documentation
	<ul style="list-style-type: none">• 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

Washington Global will participate in the My School DC common charter school application and lottery system. As such, Washington Global will follow all of the My School DC application and lottery dates. Students will be matched by the My School DC software system to Washington Global according to the number of open seats available at Washington Global. Washington Global will also utilize a centralized waitlist system created and maintained by My School DC to admit students from the waitlist as spaces become available, according to the My School DC policy.

Washington Global will grant preference in the enrollment process to the following in accordance with the School Reform Act:

1. Applicant siblings of an applicant accepted during the lottery process;
2. Applicant siblings of currently attending students; and
3. Children of staff according to newly released policy.

In the event that Washington Global elects to not participate in the My School DC lottery per a recommendation by its Board of Trustees, it shall submit to PCSB a request to amend this charter agreement and provide an amendment describing the random selection lottery managed by Washington Global personnel.

Attachment H

School Culture and Student Disciplinary Policies

School Culture

Washington Global believes that each student has the right and responsibility to achieve his or her educational best. To ensure that this occurs, we will establish a safe and positive environment for students to learn and will hold staff and students to specific expectations.

According to its mission, Washington Global will always:

- Honor individual differences;
- Create a positive, cohesive school community environment;
- Encourage interaction with the community;
- Offer a rigorous, internationally-based curriculum and provide individualized academic support to students.

Washington Global's expectations for students are to:

- Be ready and willing to learn;
- Act responsibly;
- Show self-respect and respect to others;
- Observe and comply with all classroom and school rules.

Washington Global's teachers will always:

- Maintain a positive and safe classroom environment;
- Communicate frequently with families;
- Teach and model positive behaviors;
- Provide rigorous and differentiated lesson plans;
- Maintain a positive working environment;
- Adhere to Washington Global's School-wide Positive Behavior Intervention and Support (SWPBIS) system and student discipline plan.

Washington Global's administrators will always:

- Provide strong, consistent leadership;
- Ensure that students are provided with a rigorous academic curriculum;
- Communicate frequently and proactively with teachers and parents;
- Encourage family support and participation;
- Provide a safe environment;
- Teach and model positive behaviors;

- Foster a supportive learning environment.

Washington Global expects parents to:

- Teach and model positive behaviors;
- Value individual differences;
- Send students to school ready to learn;
- Be active participants in their child's education;
- Openly communicate with school personnel.

Fostering an environment in which students meet their expectations will be reinforced through a system of positive rewards. Washington Global has instituted a School-wide Positive Intervention and Support system that utilizes research-proven methods to promote the school's core values, increase student self-motivation and foster a healthy learning and social environment for students, staff, and parents.

Student Discipline Plan

The goal of Washington Global's Discipline Policy is to promote a fair, harmonious, and safe environment for students, staff, and other stakeholders. The policy promotes student learning through a four-tiered behavior system so that students will not be ejected from classrooms for very minor, infrequent behaviors, but that serious offenses and dealt with in an expedited manner. The policy also promotes collaboration between instructional and school culture staff, administrators, and parents/ guardians to promote a wrap-around, supportive environment. Students will be treated fairly and equitably. Consequences will be administered after a careful assessment of the circumstances of each case, which may include:

- Seriousness of the offense
- Frequency of misconduct
- Student disabilities and individual behavior plans (e.g. FBA and BIP)
- Impact of the misconduct on the school environment

I. Level One Procedures and Related Consequences

Level one offenses include student actions that impede orderly classroom procedures, or interfere with the orderly operation of the school. These are disruptive to a normal teaching situation. Such actions should be handled by the individual classroom teacher, or appropriate staff member, and only rarely require the intervention of the Dean. There should be immediate intervention by the staff member who is supervising the student and observes the actions and the teacher should contact the parent/guardian after each action. Repeated actions of behaviors rarely, but may raise the offense to a higher tier. Classroom teachers are required to maintain a detailed, proper and accurate written

record of the offenses and disciplinary actions and report. If persistent misbehavior continues (two or more actions), the teacher should contact the Dean of Students and parent/guardian about the student's actions. This contact must be noted on the written record and include the date of the parental contact. The teacher/appropriate staff member has the discretion of using any of the disciplinary options/responses available.

Examples of Level One Behaviors	Appropriate Responses
<ul style="list-style-type: none"> • Classroom disturbance (e.g. Talking loudly, getting out of seat without permission, off-task behavior) • Tardy to class without a written excuse • Noncompliance with cafeteria rules • Failure to comply with classroom rules/expectations • Discourtesy • Failure to carry out directives • Defamation of character • Loud, boisterous noise in common areas • Bringing prohibited personal items (that are not dangerous) from home without school permission • Running in classrooms or halls • Pushing, shoving, and/or horseplay • Noncompliance with arrival & dismissal rules • Unexcused class tardiness • Noncompliance with outdoor activity rules • Treating school property with disrespect (that does not cause damage to property) • Noncompliance with computer rules • Unauthorized eating in classrooms/ common areas • Noncompliance with bus/metro rules • Minor insubordination (i.e. that does not cause a classroom disturbance) • Minor teasing that does not include repeated acts of bullying • Inappropriate displays of affection • Other 	<p>If a student chooses to behave in such a way that results in a Level One infraction, the teacher/appropriate staff member will utilize the PowerSchool Classroom Infraction Report (PCIR) to input information about the student's behavior. PCIR will be utilized throughout every level of the discipline policy.</p> <p>Additionally, the teacher/ appropriate staff member will engage in one or more of the following actions:</p> <ul style="list-style-type: none"> • Telephone call from teacher to parents • Personal talk with student • Written communication to parents • Suspension of classroom privileges not related to academics • Parental conference • Special assignment • Note in planner • Time out (in room) • Verbal reprimand • Detention • Seating change • Time out with another teacher • Schedule modification • Loss of extracurricular/ outdoor activity • Behavioral contract • Parent signature on violation notice returned to school • In-School Disciplinary Action (recommended by any administrator) • Other responses deemed appropriate by the administration that fall within

	similar parameters as the above
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II. Level Two Procedures and Related Consequences

Level Two offenses include student actions that are more frequent and tend to disrupt the learning climate of the school or classroom. These infractions, which sometimes result from the continuation/severity of Level One actions, require the intervention of administrative personnel if the execution on Level One options has failed to correct the situation.

To address Level Two offenses, the teacher is required to transmit the referral form to the Dean of Students for disciplinary action with copies of written record of prior offenses and parental contact. The Dean of Students then meets with the student and institutes the most appropriate response and the teacher is informed of the Dean’s action. If the Dean of Students or teacher requests a further conference on the student's problem, a meeting will be held to discuss the issue and an accurate record of the offense and the disciplinary action taken is maintained by the administrator and kept in the student's file.

Examples of Level Two Behaviors	Appropriate Responses
<ul style="list-style-type: none"> • Continued defiance when given directives • Unexcused school tardiness • Cheating/Plagiarism • Lying to authority figures • Theft of personal property (under \$100.00) • Truancy • Minor defacing of school property • Insubordination • Written or oral abusive language (constant) • Disrespectful or obscene language and/or gestures • Inappropriate or disruptive physical contact (Pushing/shoving, horseplay) • Disruptive apparel 	<p>If a student chooses to behave in such a way that results in a Level Two infraction, an Office Discipline Referral (ODR) form will be completed and the student will be referred to the Dean’s Office. If a student’s behavior becomes so defiant that the teacher is unable to conduct class, the Dean’s Office will be notified immediately.</p> <ul style="list-style-type: none"> • Verbal redirection or reprimand • Teacher/ student or administrator/ student conference • Withdraw of extracurricular privileges • In-School disciplinary action • Student-Dean or Principal conference • Referral for Administrative Reflection (AR)¹, or increased number of days in “AR” if student was already

¹ Administrative Reflection (AR): Provides a smaller environment for students to complete work with a certified administrator and/ or teacher and therefore still remain in the school environment.

<ul style="list-style-type: none"> • Noncompliance with dress code/uniform policy • Unauthorized use of portable devices (mp3, iPod, cell phone) • Cutting class • Leaving class or designated location without permission • Falsification of records, excuses, passes, schedules, etc. • Other actions deemed to fit the definition of a Level Two offense by the school administration 	<p>engaged in this process and parent contacted</p> <ul style="list-style-type: none"> • Parent-Dean of Students telephone conference • Referral to counseling services (school or outside) • Parent-Student-Dean of Students conference • Conflict resolution session • Behavioral contract • Detention • Other responses deemed appropriate by the administration that fall within similar parameters as the above <p>The School-wide Positive Behavioral Interventions and Supports (SWPBIS) team will be asked to intervene for those students who continue to exhibit inappropriate behaviors and who are unable to follow school wide expectations and rules. An FBA/BIP will be prepared.</p>
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III. Level Three Procedures and Related Consequences

Level III behaviors include acts directed against persons or property that may endanger the health or safety of others in the school. Additionally, Level Three offenses may, but will rarely result from persistent Level Two student actions that are documented by school administrators.

In response to Level III behaviors, the Dean of Students initiates disciplinary action by notifying the Principal/Director, investigating the infraction that has been reported by a teacher/ other staff member, and conferring with the staff involved. To address the student actions, the Dean of Students meets with the student about the misconduct and determines disciplinary action and notifies the Principal and Director. An administrator will *always* contact the student's parent/guardian to discuss their child's well-being.

Examples of Level Three Behaviors	Appropriate Responses
<ul style="list-style-type: none"> • Destruction of private and/or school property: Infraction depends on degree of damage incurred with parent/guardian responsible for payment. 	<ul style="list-style-type: none"> • Student Dean Conference with parent/guardian • Saturday School • On-site Administrative Reflection (AR) with provision of appropriate

<ul style="list-style-type: none"> • Theft (\$100.00- \$300.00) • Vandalism (above minor defacing of property) • Encouraging or engaging in a demonstration disrupting the normal learning process • Bullying² • Provoking a fight verbally and verbal threats • Indecent exposure • Major insubordination (that severely disrupts classroom environment) • Possession or distribution of obscene materials • Physical abuse: against any student, staff and/or other person not employed by the school* • Leaving school without permission • Unlawful harassment • Possession and/or transmission of objects considered potentially dangerous to the health, safety, and welfare of students and/or school personnel* • Throwing of potentially dangerous objects* • Smoking, any use or possession of tobacco products on school property or during school-sponsored events and activities* • Possession of marijuana or any related illegal or unauthorized drug* • Unsupervised lighting of matches, lighters, or any device with an open flame* • Tampering with fire extinguishers or fire alarms • Sexual harassment • Threatening to fight • Engaging in sexual acts on school premises or at school related 	<p>intervention services AND parent contacted</p> <ul style="list-style-type: none"> • External suspension 1-2 days AND parent contacted • External suspension 2-5 days, parent conference, may warrant recommendation for mental health counseling intervention <i>*denotes more severe Level III offenses that may warrant this response</i> • Calling police (if breaks law) • Other appropriate response by administrator for misbehavior <p>In combination with one or more of the following supportive services:</p> <ul style="list-style-type: none"> • FBA/BIP/ Behavior Contract Development • Referral to SWPBIS team • Referral to outside counseling services • Administrator (Principal/Director or Dean of Students)/student conference
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² Bullying is defined as unwanted, aggressive behavior exhibited by a student(s). The behavior is repeated, or has the potential to be repeated, over time. Bullying includes actions that include, but are not limited to making threats, spreading rumors, attacking someone physically or verbally. It includes these actions conducted on Internet/social media platforms (e.g. cyber-bullying).

<p>functions*</p> <ul style="list-style-type: none"> • Forgery • Gambling • Possession of combustibles • Engaging in behavior that demonstrates gang/neighborhood crew affiliation (displaying clothing or gestures associated with gangs) • Posting or distributing material or literature that is disrespectful, demeaning, humiliating, or damaging to students and/or staff. This includes posting material on internet or sending material electronically (ie. via email, cell phone, social media) • Failure to report to Dean's Office when sent by a staff member • Other student actions deemed to be the equivalent of Level Three offenses by school administration 	
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IV. Level Four Procedures and Related Consequences

Level four acts result in violence to another person or property or which pose a direct threat to the safety of others in the school. These acts are clearly criminal and are so serious that they *always* require administrative actions and/or may require the removal of the student from school (short or long term) and/or the intervention of law enforcement authorities. Level III behaviors that are persistent, especially those marked with a *, could rise to Level IV, but only in rare instances.

To address these actions, the Dean of Students confers with the Principal and Director and investigates and verifies the offense, confers with the staff involved, and meets with the student.

Examples of Level Four Behaviors	Appropriate Responses
<ul style="list-style-type: none"> • Theft (felony >\$300.00) • Arson • Extortion • Vandalism (causing damage to student property) • Bomb threat • Incite to riot • Possession/use/transfer of dangerous weapons* 	<p>Students who engage in Level Four behaviors will immediately be removed from class/common areas with other students to maintain a safe environment. An Office Discipline Referral (ODR) Form will be completed and the student will be referred to the Dean's Office.</p> <ul style="list-style-type: none"> • Suspension:

<ul style="list-style-type: none"> • Assault/battery • Sexual violation/sexual misconduct • Sexual battery* • Serious acts of vandalism • Serious lewd or lascivious acts • Violation of drug and alcohol policy • Threatening an adult • Possession/use/transfer of weapons (gun, knife, blade, mace)* • Selling and/or distribution of drugs/alcohol (automatic 3rd referral consequence) • Participation in boycotts, walkouts, sit-ins • Commission of an off campus felony that has been deemed, by the Dean of Students and Director/Principal, to be detrimental to the learning environment • Discharge of firecrackers on school grounds • Possession of a weapon, or replica or imitation of a weapon (including water guns), according to the requirements of the Gun-Free Schools Act³ * • Possession and/or usage of marijuana and/or any other illegal paraphernalia or any attempt to distribute any of these items • Fighting which creates substantial risk of or results in major* injury • Engaging in any other conduct contrary to the criminal code or ordinances of the District of Columbia and/or community on school premises or at a school function 	<ul style="list-style-type: none"> • External suspension 1-2 days AND parent contacted • External suspension 2-5 days AND parent conference • External suspension 5-9 days only <i>for persistent level four behaviors or those marked with a*</i> • Notification and/or requested intervention of law enforcement agencies • Expulsion (persistent actions denoted with an *, or violations of 20 U.S.C. § 7151) • Other School Leader action <p>In combination with the following supportive measures:</p> <ul style="list-style-type: none"> • Recommendation for Mental Health provider intervention • Saturday School • Development of an FBA/ BIP <p>The School-wide Positive Behavioral Interventions and Supports (SWPBIS) team will be asked to intervene for those students who continue to exhibit inappropriate behaviors and who are unable to follow school wide expectations and rules.</p> <p>(When the school-based investigation determines that a Level Four Infraction has taken place, law enforcement may be notified depending on the severity of the infraction).</p>
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³ Federal law requiring states to have a law in place requiring the Expulsion of a student who is found to have brought a firearm to school, 20 U.S.C. § 7151.

NOTE: Students sent to the Dean's Office via a referral (Level Two or above) will remain in the Dean's Office for at least the remainder of that class period. Teachers will be asked to promptly send class work with the student or via another designated individual.

Attachment I

Insurance Requirements

Washington Global intends to select an insurance policy that provides at least the minimum coverage required by the DC Public Charter Board. Therefore, Washington Global will select an insurance policy that meets or exceeds the following:

- General liability (at least \$1,000,000 per occurrence, \$2,000,000 aggregate)
- Umbrella coverage (at least \$3,000,000; \$5,000,000 if providing transportation)
- Business & personal property (100% of replacement cost)
- Auto/bus liability (at least \$1,000,000)
- Boiler and machinery insurance, if applicable (at least \$1,000,000)
- Computer equipment
- Workers' compensation (as required by law)
- Personal injury liability
- Directors and Officers liability (at least \$1,000,000)
- Educators legal liability (at least \$1,000,000)
- Fidelity Bond

The school will provide the PCSB with a certificate of insurance confirming these policies no later than August 15 of each Academic Year. It will also require proof of adequate insurance coverage from all prospective contractors and retain all insurance certificates on file at the school for appropriate monitoring by the DC Public Charter School Board.

Attachment J

Key Personnel

Washington Global's key initial personnel consist of the following individuals:

Board Chairperson	Teresa R. Curristine, Ph.D.
Principal/ Head of School	Candice C. Haney
Director of Operations/ Head of School	Elizabeth S. Torres, Ed.D.
Board Vice-Chairperson	Alexandra Fielding Wilson

Attachment K

Maximum Enrollment Schedule

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
Sixth	65	70	85	85	70
Seventh	45	65	70	85	85
Eighth		45	65	70	85
Total number of students	110	180	220	240	240