

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

THE FAMILY PLACE PUBLIC CHARTER SCHOOL

TABLE OF CONTENTS

	Page
SECTION 1. ESTABLISHMENT OF SCHOOL	1
1.1 Charter.....	1
1.2 Effective Date and Term	2
SECTION 2. EDUCATIONAL PROGRAM	2
2.1 Mission Statement.....	2
2.2 Age-Grade.....	2
2.3 Goals and Academic Achievement Expectations.....	3
2.4 Curriculum	6
2.5 Students with Disabilities.....	7
SECTION 3. ADMINISTRATION AND OPERATION	7
3.1 Location.....	7
3.2 Enrollment.....	8
3.3 Disciplinary Policies.....	8
3.4 Complaint Resolution Process.....	9
3.5 Operational Control.....	9
3.6 Accreditation.....	10
3.7 Nonsectarian.....	10
SECTION 4. GOVERNANCE	10
4.1 Organization.....	10
4.2 Corporate Purpose.....	10
4.3 Governance.....	10
4.4 Composition.....	10
4.5 Authority.....	10
SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING	11
5.1 Financial Management.....	11
5.2 Tuition and Fees.....	11
5.3 Costs.....	11
5.4 Contracts.....	11
5.5 Insurance.....	12
5.6 Tax-Exempt Status.....	13
5.7 Enrollment and Attendance Records.....	13
5.8 Board of Trustee Meeting Minutes	13
SECTION 6. PERSONNEL	13
6.1 Relationship.....	13
6.2 Hiring.....	13
SECTION 7. REPORTING REQUIREMENTS	13
7.1 Annual Reports.....	13
7.2 Audited Financial Statements.....	14

TABLE OF CONTENTS
(continued)

		Page
7.3	Interim Financial Reports.....	14
7.4	Budget.....	14
7.5	Enrollment Census.....	14
7.6	Attendance Data.....	14
7.7	Key Personnel Changes.....	14
7.8	Authorizations.....	15
7.9	Events of Default.....	15
7.10	Litigation.....	15
7.11	Certificates of Insurance.....	Error! Bookmark not defined.
7.12	Reports Required by the Act.....	15
SECTION 8.	COMPLIANCE.....	15
8.1	Compliance with Applicable Laws.....	15
8.2	Waiver of Application of Duplicate and Conflicting Provisions.....	15
8.3	Exemption From Provisions Applicable to DC Public Schools.....	16
8.4	Cooperation.....	16
8.5	Access.....	16
8.6	Notice of Concern.....	16
8.7	Administrative Fee.....	16
SECTION 9.	CHARTER RENEWAL, REVOCATION, AND TERMINATION.....	16
9.1	Charter Renewal.....	16
9.2	Charter Revocation.....	17
9.3	Termination.....	17
9.4	Probation and Corrective Action.....	17
9.5	Mandatory Dissolution.....	18
SECTION 10.	OTHER PROVISIONS.....	18
10.1	Applicable Law.....	18
10.2	Failure or Indulgence Not Waiver; Remedies Cumulative.....	18
10.3	Counterparts and Electronic Signature or Signature by Facsimile.....	18
10.4	Entire Agreement; Amendments.....	18
10.5	Severability.....	19
10.6	Assignment.....	19
10.7	No Third Party Beneficiary.....	19
10.8	Waiver.....	19
10.9	Construction.....	19
10.10	Dispute Resolution.....	19
10.11	Notices.....	19

TABLE OF DEFINITIONS

Definition	Page
Academic Year	3
Act	1
Agreement.....	1
Annual Report.....	13
Authorizations.....	15
Board of Trustees.....	1
Budget.....	14
Charter	1
Corrective Plan	17
GAAP	11
IDEA.....	7
Interim Period.....	14
OSSE	6
DC PCSB.....	1
Person	19
Petition.....	1
Proceedings.....	15
School.....	1
School Corporation.....	1
School Management Contract.....	11
School Management Organization.....	12
School Property	7
Written Notice	16

CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of JULY 1, 2018, and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and THE FAMILY PLACE PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

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

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

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

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

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

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter.

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

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

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

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

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

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

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

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

The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall provide DC PCSB a written request for approval 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 years unless renewed, revoked, or terminated in accordance with §§ 38-1802.12 and 1802.13 of the Act and Section 9, respectively, below of this Agreement.

SECTION 2. EDUCATIONAL PROGRAM

2.1 [Mission Statement](#).

A. The School Corporation shall operate the School in accordance with its mission statement:

The mission of The Family Place Public Charter School is to improve the literacy and workplace skills of low-income limited English proficient adults in the District so that they and their family are self-sustaining, employable and engaged in their community.

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

2.2 [Age-Grade](#).

A. Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to 120 students aged 18 and over. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below, or any number of students up to the School’s total enrollment for the given school year as the Board

of Trustees determines reasonable. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall serve 175 total students.

SCHEDULE I. Maximum Enrollment Schedule

Grade	School Year 2018-19	School Year 2019-20	School Year 2020-21	School Year 2021-22	School Year 2022-23 and at Capacity
Adult	120	120	140	140	175
Total	120	120	140	140	175

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

2.3 [Goals and Academic Achievement Expectations.](#)

A. The School Corporation’s goals and academic achievement expectations, to be assessed annually by campus, are as follows:

Notes		
<p>-For all goals, students must meet the definition of “Enrolled” (15 Calendar Day Business Rule) according to the Adult Education Performance Management Framework (“AE PMF”) Policy and Technical Guide for the corresponding program year.</p> <p>- For all goals, a minimum n-size of 10 is required or the goal will be considered “not applicable.”</p>		
Focus Area	Goal	Proposed Business Rules
Child Development Associate Training	1. 60% of students enrolled in the Child Development Associate (CDA) track will complete course.	<p><i>Numerator:</i> Number of students who complete the Child Development Associate (CDA) course by the end of the program year.</p> <p><i>Denominator:</i> Number of students enrolled in the CDA course in the prior program year.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> - For all goals, CDA course completion will be defined as satisfying the Council for Professional Recognition’s professional education and portfolio requirements for CDA Credential eligibility, currently described at the following link: https://www.cdacouncil.org/credentials/faqs/apply-for-cda-faqs. - DC PCSB will begin assessing this goal in SY 2019-20.

<p>Child Development Associate Training</p>	<p>2. 65% of students who complete the CDA course pass the credentialing exam.</p>	<p><i>Numerator:</i> Number of students who pass CDA credentialing exam (students provide proof of this to school) by August 30th</p> <p><i>Denominator:</i> Number of students who completed the CDA course in the prior program year.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> - LEA will be responsible for collecting evidence of CDA credentialing exam passage from the students. - DC PCSB will begin assessing this goal in SY 2020-21. - In order for DC PCSB to assess this goal, at least 70% of the students who complete the CDA course during the prior program year must take the credentialing exam by August 30th. If less than 70% of students complete the credentialing exam, the goal will be considered “not met” for that year.
<p>English as a Second Language (ESL) Classes</p>	<p>3. 63% of students enrolled in ESL pathway who pre- and post-test will advance at least one Educational Functioning Level (EFL) on the Comprehensive Adult Student Assessment Systems (CASAS).</p>	<p><i>Numerator:</i> Number of ESL students who advance at least one EFL level from pre-test to post-test by the end of the program year</p> <p><i>Denominator:</i> Number of students enrolled in ESL program with pre- and post-tests</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> - In order for DC PCSB to assess this goal, at least 60% of ESL program students must both pre- and post-test. If less than 60% of ESL students pre- and post-test, the goal will be considered “not met” for that year. - If a student has a pre-test score at EFL 6, the student will be excluded from this metric.

Foundations of Literacy Class	4. 35% of students enrolled in Foundations of Literacy pathway will advance at least one grade level as measured by the Instituto Nacional para la Educación de los Adultos (INEA) [National Institute for Adult Education] Grade Level Comprehensive Tests.	<p><i>Numerator:</i> Number of students who advance at least one module on the INEA within the program year</p> <p><i>Denominator:</i> Number of students enrolled in the Foundations of Literacy class</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> - Students are identified for the Foundations of Literacy Class through: <ul style="list-style-type: none"> • CASAS placement (students unable to read or write) • Internal ESL teacher referral • Outside program referral - Students may have dual enrollment in the Foundations of Literacy class and the ESL program in order to obtain their INEA Diploma. These students will be counted in both cohorts.
College and Career Readiness	5. 30% of students who are in the labor force but enter the program without a job will obtain employment or enter postsecondary as defined in the PMF Policy and Technical Guide.	<p>This goal will follow the Entered Employment or Entered Postsecondary business rules of the corresponding year for the AE PMF Policy and Technical Guide, with the exception of follow-up for the CDA students, which will occur one year after those students complete the CDA coursework.</p> <p>For example, in Program Year 1 (SY 2018-19), this goal would be measured as:</p> <ul style="list-style-type: none"> - SY 2018-19 ESL Cohort outcomes + SY 2018-19 Foundations Cohort outcomes. <p>In Program Year 2 (2019-20):</p> <ul style="list-style-type: none"> - SY 2018-19 CDA Cohort outcomes + SY 2019-20 ESL Cohort outcomes + SY 2019-20 Foundations Cohort outcomes.
College and Career Readiness	6. 60% of students who enter with a job remain employed in the third quarter after exit or enroll in training or postsecondary programs.	<p>This goal will follow the Retained Employment or Entered Postsecondary business rules of the corresponding year for the AE PMF Policy and Technical Guide, with the exception of follow-up for the CDA students, which will occur one year after those students complete the CDA coursework.</p>
Leading Indicators: Attendance	7. In-seat attendance will be at least 60%.	<p>This goal will follow the Attendance measure business rules in the AE PMF Policy and Technical Guide for the corresponding year.</p>

Retention	8. 60% of enrolled ESL, Foundations of Literacy, and CDA students will both pre-and post-test during the program year (INEA modules, CASAS tests, or CDA portfolio).	<p>Eligibility for this goal will follow the Retention measure business rules in the AE PMF Policy and Technical Guide for the corresponding year.</p> <p><i>Numerator:</i> Number of students who pre- and post-test (INEA modules, CASAS tests, or CDA course completion)</p> <p><i>Denominator:</i> Number of students enrolled in the program year</p> <p><i>Notes:</i> - For CDA program students, either a post-test (CASAS) or a CDA portfolio earned will count toward the numerator.</p>
-----------	--	---

(i) If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by DC PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section. (“**Campus**” is defined by DC PCSB’s *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; a Local Education Agency (“**LEA**”) identifier; and a unique campus-identifier assigned to it by the DC Office of the State Superintendent of Education (“**OSSE**”). A campus may have a distinct grade span, such as early childhood, elementary, middle, or high school, or a combination of the above. A campus may be in the same facility or different facilities.)

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

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

2.4 Curriculum. The School Corporation shall have exclusive control over its instructional methods, consistent with § 38-1802.04(c)(3)(a) of the Act, but the School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change in the School’s mission or goals no later than April 1 prior to the Academic Year in which the modified curriculum will

take effect. The School Corporation shall provide DC PCSB with any materials requested by DC PCSB in connection with the petition for charter revision. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

2.5 Students with Disabilities.

A. The School Corporation shall provide services and accommodations to students with disabilities in accordance with 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 adult students with disabilities.

B. Should the School choose to opt in to providing Free and Appropriate Public Education (“**FAPE**”) under the Individuals with Disabilities Education Act (20 U.S.C. § 1411 *et seq.*) (“**IDEA**”), the School shall submit a revised plan that details how it will comply with IDEA to provide FAPE to students with disabilities in accordance with the Standard for Approval in the most recent Charter Application Guidelines, including but not necessarily limited to the IDEA/Special Education Compliance section.

C. Pursuant to § 38-1802.10(c) of the Act, the School Corporation shall be its own LEA for the purpose of providing services to students with disabilities, should it opt in to providing FAPE under IDEA.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location.

A. The School shall be located at 3309 16th St. NW, Washington, DC 20010 (the “**School Property**”). DC PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School’s first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

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

C. The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation. Such a request for approval shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB reserves the right to delay or prohibit the School’s opening at the new property until the School Corporation has satisfied the pre-

opening requirements listed in **Attachment F**, which should be completed at least one month prior to the first day of the School's operation at the new School Property.

3.2 [Enrollment.](#)

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

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in **Attachment G** and in accordance with the requirements of the Act in § 38-1802.06. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random selection process to DC PCSB (see **Attachment G**) and shall provide notice to DC PCSB if there are material changes made to the current random selection process. The School Corporation shall provide DC PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of DC PCSB staff and its agents in connection with the proposed changes. DC PCSB may observe and monitor the random selection process to the extent permitted by and in accordance with its *Open Enrollment Policy*.

C. The School shall maintain an enrollment substantially in accordance with **Section 2.2** above. The School Corporation shall provide DC PCSB a written request for approval for an increase in the maximum enrollment capacity of the School pursuant to DC PCSB's *Enrollment Ceiling Increase Policy*. The School Corporation will not receive funding for students served in excess of its approved maximum enrollment capacity.

3.3 [Disciplinary Policies.](#)

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

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

3.4 Complaint Resolution Process. Pursuant to § 38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to students within the first ten business day of the beginning of the school year and DC PCSB as part of the Annual Compliance Reporting. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide DC PCSB written notice of any material change to its complaint resolution process at least three months prior to adoption.

3.5 Operational Control.

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

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

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

3.6 [Accreditation.](#)

A. By the end of its first nine years of operation, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in § 38-1802.02(16) of the Act and DC PCSB's *Accreditation Policy*.

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

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

SECTION 4. GOVERNANCE

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

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

4.3 [Governance.](#)

A. The School Corporation shall be governed by a Board of Trustees. The Board of Trustees are fiduciaries of the School and shall operate in accordance with the School Corporation's articles of incorporation and bylaws 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 DC PCSB with a written request for approval of any material change(s) to its articles of incorporation or bylaws within three 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 members and a maximum of fifteen members, at least two of whom shall be adult 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 shall not charge for participation in the School’s credit recovery program any student who is not liable for tuition costs under the Act, should the school operate such a program. The School Corporation may charge reasonable fees or other payment for after school programs, field trips, or similar non-mandatory student activities.

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

5.4 Contracts.

A. Pursuant to § 38-1802.04(c)(1) of the Act, the School Corporation shall provide to DC PCSB, with respect to any procurement contract, as defined by DC PCSB in its *Procurement Contract Submission Policy*, awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding the threshold in the Act, certain documents defined by the policy not later than three business days after the date on which such award is made. The foregoing shall not apply to any contract for the lease or purchase of real property by the School Corporation, any employment contract for a staff member, or any management contract between the School Corporation and a management company designated in its petition. However, the School Corporation shall also submit non-procurement contracts to DC PCSB in accordance with the Policy.

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

C. If a procurement contract to be awarded by the School Corporation is a conflicting interest contract, the School Corporation will award that contract pursuant to DC PCSB’s *Procurement Contract Submission Policy*, the School Corporation’s conflict of interest policies and procedures, and applicable law.

D. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that DC PCSB has no responsibility for the debts or action of the

School Corporation or the School. The School Corporation shall not purport to act as the agent of DC PCSB or the government of the District of Columbia with respect to any contract.

E. (i) Pursuant to § 38–1802.04(c)(22) of the Act, any executed agreement for services between a public charter school and a school management organization shall include a provision whereby the school management organization agrees, under the following circumstances, to provide to the public charter school for production to the eligible chartering authority books, records, papers, and documents related to services the school management organization provided or has agreed to provide to the public charter school:

(a) The public charter school requests such records from the school management organization; and either

(b) The annual fee the public charter school agrees to pay to the school management organization or any of its related entities, as defined by section 201(h)(4)(B)-(C) of the Economic Recovery Tax Act of 1981, approved August 13, 1981 (95 Stat. 218; 26 U.S.C. § 168(h)(4)(B)-(C)), is equal to or exceeds 20% of the school's annual revenue; or

(c) The annual revenue the school management organization expects to derive from District public charter schools will exceed 25% of the school management organization's projected total annual revenue.

(ii) The school management organization shall have the burden of producing records to demonstrate that it does not expect the revenue it derives from District public charter schools to exceed 25% of its projected total annual revenue.

(iii) The term "**school management organization**" means an entity that a public charter school identifies in its charter petition or petition for charter revision with which the public charter school contracts to provide management or oversight services regarding the school's expenditures, administration, personnel, or instructional methods. The term "school management organization" does not include an entity with which a public charter school contracts solely to provide administrative support services, such as: (A) payroll processing or information technology services; (B) academic support services; or (C) temporary management services recommended by the eligible chartering authority to improve the performance of a public charter school.

5.5 [Insurance](#). The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment H**. All insurance companies shall be authorized to do business in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its trustees, directors, officers, employees, and agents as additional insureds. As part of the Annual Compliance Reporting, the Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary (see **Attachment H**), subject to the availability of such insurance on commercially reasonable terms. However, should any insurance coverage expire prior to the Annual Compliance Reporting schedule, within thirty days of expiration the Board of Trustees will provide to DC PCSB either a notice that the Board of Trustees has determined that such coverage is no longer necessary or a certificate of insurance renewal or

revision. Prior to the first year of operation, the School Corporation shall provide proof of insurance pursuant to **Attachment H**.

5.6 [Tax-Exempt Status](#). The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia by the time of the effective date of this Agreement 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 distinct and unique enrollment and attendance records to DC PCSB and in state and federal reports.

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 DC PCSB pursuant to the compliance reporting requirements no later than the end of the next fiscal year quarter after the occurrence of the School Board's meeting.

SECTION 6. PERSONNEL

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

6.2 [Hiring](#). The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten 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 but at a minimum once every two years, the School Corporation shall conduct random background checks on each employee and each person who regularly volunteers at the School more than ten hours a week.

SECTION 7. REPORTING REQUIREMENTS

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

request. The School Corporation shall permit any member of the public to view such report on request.

7.2 [Audited Financial Statements](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall deliver to DC PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act, and prepared in accordance with GAAP, government auditing standards for financial audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB.

7.3 [Interim Financial Reports](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2018. "**Interim Period**" shall mean monthly, unless the School Corporation receives written notice from DC PCSB, after which it will mean the period designated by DC PCSB in such notice, which will be effective for Interim Periods subsequent to that during which the School Corporation received such written notice.

7.4 [Budget](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall submit to DC PCSB, in a format that satisfies DC PCSB requirements, its budget for each succeeding Academic Year. DC PCSB may require additional information from the School Corporation in cases where DC PCSB staff have identified specific financial concerns. DC PCSB may specify the format and categories and information contained in the Budget.

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

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

7.7 [Key Personnel Changes](#). The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five business days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in **Attachment I** (but no later than the time the School Corporation announces such departure

publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

7.8 [Authorizations](#). As part of the Annual Compliance Reporting, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of 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 DC PCSB, within seven business days of receiving such notice, a report detailing the nature and date of such notice and the School Corporation's intended actions in response. "**Authorizations**" shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

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

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

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

SECTION 8. COMPLIANCE

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

8.2 [Waiver of Application of Duplicate and Conflicting Provisions](#). Pursuant to § 38-1802.10(d) of the Act, no provision of any law regarding the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to the School

Corporation or DC PCSB to the extent that the provision duplicates or is inconsistent with the Act.

8.3 [Exemption from Provisions Applicable to DC 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, the Board of Education, the Mayor, or the District of Columbia Council, except as otherwise provided in the Charter or in Subchapter II of Chapter 18 of Title 38 of the Act.

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

8.5 [Access](#). The School Corporation shall grant to DC PCSB, its officers, employees, or agents, access to the School Corporation's property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that DC PCSB may from time to time request, and produce copies of the same, and shall cooperate with DC PCSB, its officers, employees, or agents, including allowing site visits as DC PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with § 38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School or School Corporation.

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

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

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 [Charter Renewal](#). The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to § 38-1802.12 of the Act. If such renewal is granted by DC PCSB in accordance with the Act, DC PCSB and the

School Corporation shall (i) renew this Agreement with amendments satisfactory to DC PCSB and the School Corporation, or (ii) enter into a substitute agreement satisfactory to DC PCSB and the School Corporation.

9.2 [Charter Revocation.](#)

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

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

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

9.3 [Termination.](#) This Agreement shall terminate if the School fails to begin operations by September 4, 2018, upon Charter revocation or nonrenewal, or by mutual written agreement of the parties hereto.

9.4 [Probation and Corrective Action.](#)

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

B. If DC PCSB 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 DC PCSB a written request for approval five business days prior to taking any of the following actions: (i) waiving any material default under, or material breach of, any School Management Contract; (ii) 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; (iii) 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 (iv) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract

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

9.5 Mandatory Dissolution.

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

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

SECTION 10. OTHER PROVISIONS

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

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

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

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

PCSB approval, and not a public hearing. This Agreement and all Attachments hereto 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, and any assignment thereof should be void; provided that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

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

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

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

10.10 [Dispute Resolution](#). Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB’s ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement, or to exercise any other authority pursuant to this Agreement or applicable law.

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

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210

Washington, DC 20010
Attention: Scott Pearson, Executive Director
Email: spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

The Family Place Public Charter School
3309 16th St. NW
Washington, DC 20010
Attention: Haley Wiggins
Email: hwiggins@thefamilyplacedc.org
Telephone: (202) 265-0149

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

**THE FAMILY PLACE PUBLIC
CHARTER SCHOOL**



Title: *Executive Director*

Date: *6/25/18*

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**



Title: *Board Chair*

Date: *6/25/18*

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	Insurance Requirements
ATTACHMENT I	Key Personnel

ATTACHMENT A

Rules and Policies for Governance and Operation of School Corporation

Management and Internal Oversight

The Board of Trustees (the "Board of Trustees") of The Family Place Public Charter School (the "School") is the chief governing body of the School, with ultimate accountability and fiduciary responsibility for the School's charter. The Board of Trustees holds the School's charter in trust for the citizens of the District of Columbia and holds the Key Personnel and the Services Provider (each as defined below) accountable for the School's performance. The Board of Trustees sets the overall policy of the School consistent with local and federal laws. The Board's duties include: (i) monitoring operations of the school; (ii) ensuring that the School complies with provisions of its charter; (iii) overseeing the activities of the Services Provider; (iv) monitoring progress of the School in meeting students' academic achievement expectations and goals specified in its charter; and (v) ensuring that the School is fiscally sound, in accordance with the District of Columbia School Reform Act of 1995, as amended.

The chart below shows the responsibilities of the Board and relationship to the administrative staff and with The Family Place.

	Responsibilities	Relationship to Charter Administrative Staff	Relationship to TFP
Charter Board of Trustees	<p>Provide strategic direction of the Charter School, including administrative structure and relationship with adult students.</p> <p>Develop a succession plan for the Board and administrative staff.</p> <p>Set goals for high learning outcomes, strategic plan and procedures for accountability and compliance.</p> <p>Evaluate School and leadership performance.</p> <p>Set and approve school's budget and financial indicators.</p>	<p>Hold school leadership accountable for meeting the charter school's goals, setting high learner achievement and responsiveness to community input.</p> <p>Conduct annual evaluation of the school leaders' performance for key academic, organizational, and financial indicators.</p> <p>Annually assess the school's effectiveness and stability.</p> <p>Oversee the establishment and maintenance of adequate accounting records and internal control</p>	<p>The Board of Trustees will serve as the governing body of the charter School pursuant to its bylaws and Articles of Incorporation, and in accordance with the District of Columbia School Reform Act of 1995.</p> <p>TFP will provide the following services to TFP PCS: facility/rent, case management, early childhood education, payroll processing, and housekeeping.¹</p>

¹ See Fee-for-Service Agreement

	Create School fiduciary, internal controls, ethical standards, and conflict of interest policies.	<p>procedures to properly safeguard its assets and prevent fraud.</p> <p>Ensure compliance with DC PCSB and Federal laws and regulations and produce timely and accurate financial information.</p>	
--	---	---	--

a. Administrative Structure

The following is the revised **organizational chart of the administrative structure for TFPPCS for the first year.**



The Board relationship to the school’s administrative structure and staff and to parents and students includes the following:

- Hold school leadership accountable for meeting the charter school’s goals, setting high learner achievement and responsiveness to community input.
- Conduct annual evaluation of the school leaders’ performance for key academic, organizational, and financial indicators.
- Annually assess the school’s effectiveness and stability.
- Oversee the establishment and maintenance of adequate accounting records and internal control procedures to properly safeguard its assets and prevent fraud.

- Ensure compliance with DCPCB and Federal laws and regulations and produce timely and accurate financial information.

A **succession plan** for the board members and leadership include the following:

As part of the strategic planning process, one of the priorities of the Board would include creating a written emergency plan for Board and leadership replacement, decision making authority about finance, staffing, facilities and communication with adult learners and the community. This plan would include outreach and communication with adult learners and community; and recruitment of Board members and staff.

b. Performance Management

1. The Board will organize, manage and provide strategic direction for TFPPCS through its five year strategic plan. This process would involve staff, adult learners and community to gain their input and ideas, including the Board governance committee.

All Board members would receive orientation and ongoing training covering roles and responsibilities, educational goal setting and programming, ethics and conflict of interest.

2. The key academic, organizational, and financial indicators for the Board to review the school’s effectiveness and stability are shown below. The Board will review these key indicators of performance annually.

	Indicators	Description
Academic	ESL Achievement Level	This indicator shows how adults have performed at a single point in time on ESL assessments
	ESL Progress over Time	This indicator examines how individual students have improved over time on particular assessments.
	Workplace Readiness	This indicator focuses on adult preparation for post-secondary education, training and workforce participation
	Adult Engagement	This indicator focuses on basic, objective measures of adult engagement in schooling, such as attendance and retention enrollment.
Organizational	Regulatory and Reporting Compliance	Percentage of all required filings that are complete, accurate and on time and absence of violations of any regulatory or reporting requirements
	Leadership Oversight and Evaluation	Clear lines of authority, responsibility, and reporting

	<p>Contract Management and Oversight</p> <p>Public Accountability and Transparency</p> <p>Sustainability</p>	<p>Board monitoring of school leadership performance. Annual evaluation of school leadership performance against established performance expectations</p> <p>Fulfillment of terms of charter contract Effective management and oversight of all service contracts, including any contracts for education/management services.</p> <p>Clear, accurate, regular communication on its academic and operating performance to the public.</p> <p>Board and leadership attention to significant changes in the school’s environment --changes and legislative, regulatory and policy activity</p> <p>Formal annual DCPCSB’s review of performance and improvement against annual targets and long-term academic and operating performance goals</p> <p>Measurable improvement in the school’s academic and operating performance over time, aligned with the school’s performance contract goals</p>
Financial	<p>Adult Enrollment</p> <p>Liquidity</p> <p>Sustainability</p> <p>Occupancy Expense</p> <p>Annual Audit</p>	<p>Actual adult enrollment, per statutorily required reported count(s)/ Budgeted student enrollment Current assets—Current liabilities Total expenses</p> <p>Total unrestricted net assets</p> <p>Average monthly expenses</p> <p>Total occupancy costs (lease or mortgage) Total revenues</p> <p>Absence of material or repeated audit findings in annual audit by qualified independent auditor</p>
Client Satisfaction	<p>Satisfied adults</p> <p>Excess Student and Parent Demand</p>	<p>Percentage of adults who give the school a high (A or B) rating on satisfaction surveys. Re-enrollment ratio: School’s rate of adult learner re-enrollment from year to year, compared to district average and/or the school’s prior-year’s rate</p> <p>School’s Current utilization ratio Enrollment/ Capacity</p>

3. Parents, teachers, community members, and students have had input in decision making in preparing this application and will during the planning year.

The Family Place's staff have consulted with partners and current and former clients on how the proposed charter school might meet their and the community's needs. TFP staff conducted a survey of current clients in January 2017 to determine their biggest barriers to learning and their preferences for additional programs. The biggest barriers they said were lack of childcare, flexibility in class schedules, accessibility and location of the school and ancillary services to deal with personal and family stress. In staff designing the program for the charter school, we have responded to their input. Staff will continue to engage clients and partners in the planning, development, and implementation of the proposed school.

4. The Board will develop informal complaint/grievance policies to comply with federal law and policy, including but not limited to IDEA, Section 504 of the Rehabilitation Act, Titles IV and IX, Title II of the Americans with Disabilities Act, and the Age Discrimination Act.

c. Fiduciary Responsibility

The Board will be responsible for ensuring adequate controls to prevent fraud and ensure that school funds are used and managed appropriately. This includes:

- **Operational Audit:** TFPPCS will conduct systematic and independent evaluation of the school's activities. Financial data may be used, but the primary sources of evidence are the charter school's operational policies, and student achievements and organizational objectives. Internal controls and efficiencies may be evaluated during this type of review.
- **Department Review:** An analysis of the school's administrative functions, to evaluate the adequacy of controls, safeguarding of assets, efficient use of resources, compliance with related laws, regulations, policy and integrity of financial information.
- **Investigative Audit:** This is an audit that takes place as a result of a report of unusual or suspicious activity on the part of an individual.

a) Establishing clear job responsibilities of the staff and board members

The Board will implement the following guidelines of ethical standards and procedures for dealing with conflict of interest:

- The Board will not employ or pay any person who is a close relative of any member of the Board. A "close relative" is defined to be a father, mother,

brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, sister-in-law, or brother-in-law.

Neither the Board collectively nor any member of the Board shall:

- Solicit or accept money, or anything else of value, for services performed within the scope of his or her official duties other than his or her regular compensation, expenses, or other remuneration, unless otherwise authorized by law.
- Offer or accept money, or anything else of value, for or in consideration of obtaining employment, appointment, or promotion with any governmental or advisory agency.
- Offer or accept money or other thing of value for or in consideration of the use of his or her public position to obtain a contract for any person or business with any governmental or advisory agency.
- Use for his or her own economic benefit, or anyone else's, confidential information that is gained by reason of his or her office and that is not available to the public.
- Accept any money, loan, gift, favor, service, or professional or business opportunity that might reasonably tend to influence the performance of official duties. This prohibition does not apply to any political contribution actually used for political campaign or constituent service purposes and reported as required.
- Accept any business or professional opportunity when the Board member knows that there is a reasonable likelihood that the opportunity is being afforded to the member to influence the member in the performance of official duties.
- Accept a gift from a person who has interests that may be substantially affected by the performance of the Board member's official duties under circumstances in which the timing and nature of the gift would cause a reasonable person to question the member's impartiality in the matter affecting the donor.
- Accept gifts, even of negligible value, from sources on a basis so frequent as to raise an appearance of the use of his or her public position for private gain.
- Use, or permit the use of, vehicles, equipment, material, or property owned by the School or the services of employees while on duty, for business or personal reasons not related to official programs or activities.
- No Board member will have a personal interest in (1) any contract with the Board or (2) any contract with any government agency that is subject to the ultimate control of the Board.

TFPPCS will follow generally accepted standards for fiscal management and make a commitment to GAAP principles assures a high standard.

b) Establishing strong financial and accounting procedures, effective internal controls, and policies for managing actual or perceived conflicts of interest.

1. Budget & Finance

The Board assigns responsibility for all purchasing and procurement decisions to the Offsite Chief Financial Officer (CFO) and the Executive Director (ED). The acquisition of supplies, equipment, and services will be centralized, with coordination between the Chief Academic Officer (CAO) and the Chief Compliance Officer (CCO).

The primary factors governing this responsibility for the quality, quantity, and type of procurement or purchase made are that all decisions fall within the approved budget and be consistent with the goals and programs of TFPPCS.

2. School Properties Disposal Procedures

The Board will authorize disposition of obsolete items according to the following priority actions:

- By selling to the highest bidder or whatever other business arrangements is in the best interest of the Charter School.
- By donating, when practical, such items to charitable organizations and schools
- By giving such items to local citizens
- By removal to the dump, or appropriate refuse facility. Sale of real estate will be made by the vote of the electorate of the charter school board at an annual or special meeting, and the revenue derived will be placed in a capital reserve fund to defray costs of future capital expenses. Items purchased with federal funds will be disposed of according to federal guidelines.

3. Cash in School

All monies, collected by school employees and ED shall be handled with good and prudent business procedures. All money collected shall be maintained by pre-numbered receipts, accounted for, and directed to the proper location of deposit. In no case shall more than \$100.00, one hundred dollars, be left overnight in schools, except in safes proved for safekeeping of valuables. All schools shall provide for making bank deposits after regular hours to avoid leaving money in TFPPCS overnight.

4. Expense Reimbursement

School personnel and officials who incur expenses, approved in advance by the Board or its designee, in carrying out their authorized duties may be reimbursed by TFPPCS upon submission of a properly filled out and approved voucher and such supporting receipts as required by the ED. Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense. When official travel by personally owned vehicles has been authorized, mileage payment shall be made at the rate currently approved by the Board. All travel outside Washington, DC must have prior written approval by ED.

5. Salary Deductions

Upon receipt of written authorization, signed by the employee, TFPPCS shall deduct the following:

- Tax sheltered annuities and IRS section 125 authorized plans.
- Payments to the credit union.
- Other deductions approved by the ED. No liens shall be made upon an employee except by a court order. The business office will be given thirty days written notice of the intent to terminate a salary deduction by and employee.

6. Payroll Procedures

All salaries and supplement paid regular staff members, substitute or part-time personnel, and student workers will be paid through the business office of The Family Place, Inc. Proper payroll procedures are depended on staff attendance accounting. The necessary procedures for this will be established by the CFO and ED and carried out by the administrative personnel. Compensation records kept by the business office will reflect and accurate history of the compensation and related benefits accorded each employee.

7. Payment Procedures

It is the policy of TFPPCS that all disbursements made on behalf of TFPPCS shall be processed according to the provisions of TFPPCS's Finance Manual: The ED shall have custody of all monies belonging to TFPPCS and shall pay out the same only upon orders of the Board or upon orders of two (2) or more members empowered by TFPPCS Board as a whole to authorize payments. Payments by the ED shall only be authorized on the basis of the signature of two or more Board members; provided however that, when a payroll manifest is due between board meetings, the ED is authorized to pay on the signature of by the board at the next meeting of the Board.

8. Approval of Purchases

In accordance of policies of the ED, the Board and his/her designees shall have the authority, within the limits of major appropriations of the budget approved by the board, to approve and direct all purchases and expenditures. The ED recommends to the Board transfers from one budgetary appropriation to another as conditions may require.

9. Cooperative Purchasing

The Board authorizes the ED and the CCO to join in cooperative purchasing with other agencies and schools to take advantage of lower prices for bulk purchasing and to reduce the administrative costs involved in bidding whenever it is in the best interest of TFPPCS.

10. Local Purchasing

It shall be the policy of TFPPCS to purchase locally, provided goods of equal quality and at competitive prices are available from local suppliers. The CCO should not feel bound to purchase any item locally that can be secured at a saving to TFPPCS from outside sources, nor shall he/she feel bound to purchase locally unless adequate services and delivery can be given by the local supplier.

11. Petty Cash Accounts

ED shall administer petty cash funds for TFPPCS as follows:

- No purchased will be reimbursed through a petty cash account unless accompanied by a receipt and noted in a petty cash report.
- The petty cash report and accompanying receipts should be turned in at least quarterly to the business office to reimburse the fund.
- When the petty cash is reimbursed the proper account will be charged.
- Money received must be put directly into pretty cash and an accounting of the funds must be made quarterly to the business office. Petty cash is designed for making incidental purchases and should not be used to circumvent the purchase order process.

Petty cash funds may be established for School and special programs in such instances as they will expedite the purchase of minor items and/or provide immediate payment for minor services. Expenditures against these funds must be itemized and documented with receipts, and will be charged to the applicable budget code. The custodian for such accounts at TFPPCS will be the ED.

12. Purchasing Procedures

Purchasing of any normally used supplies or materials, or any furniture or equipment items that are specifically or individually identified in TFPPCS's annual budget, a listing that has been approved for a new building/renovations to existing buildings, or any other School purchasing proposal that has prior approval from the

Board will require additional Board signatures on the financial manifest where the item or items are brought forward.

13. Purchase Orders

The ED and the Board chair are the only School personnel authorized to give final approval and thus sign purchase orders. All purchase orders shall also have the signature of the ED. The signing of the purchase order shall indicate that sufficient budgetary funds are available to make the purchase, that budgetary account number(s) and quantities of item(s) are clearly indicated, and the name of the vendor and address is clearly delineated. All purchases over \$200.00 (two hundred dollars) shall be made on Charter School purchase orders.

14. Contracts

The Chair of the Board will sign any written contract to which TFPPCS may be a party when such contract has been authorized or approved by the Board.

15. Bidding Requirements

Formal bidding procedures will be used for service contracts anticipated to cost less than \$25,000.00, twenty-five thousand dollars. When specifications are needed, they shall be:

1. Prepared by the administration
2. Approved by the Board, or designated subcommittee,
3. Mailed to any identifies potential bidders.

Contracts more than \$25,000 shall be submitted to the DCPCSB for prior approval.

Bidding requirements will include:

All bids shall be submitted in sealed envelopes and plainly marked as indicated in the bid specifications

Bids will be publicly opened and at an announced time, on a specific date. The Board reserves the right to reject any or all bids and to accept that bid which appears in the best interest of TFPPCS. The Board reserves the right to waive any informality in, or reject, any part of a bid. The Board reserves the right to negotiate with the successful bidder. The bidder to who the award is made will be required to enter into written contract or service agreement. A report on small contracts that are let by ED shall be brought to the Board.

As a result of independent audits conducted approximately six months after an internal or external audit report has been issued for the purpose of attesting to the fairness, accuracy, and reliability of financial data, the Board will take corrective

action as required. The Board will establish an audit resolution and oversight committee for.

- Ensuring that a system of cooperative audit resolution and follow-up is documented and in place;
- Ensuring that timely responses are made to all audit recommendations;
- Ensuring follow-up on corrective actions; and
- Resolving disputes regarding audit-related matters.

(c) Conducting reviews of external audits.

There shall be an annual independent audit of TFPPCS's financial records. The Board shall select an auditor, review the auditor's report, and take any needed action to assure that financial management is of a highly accountable public standard. and approving procurement contracts and monitoring the use of public funds.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made as of June 15, 2018, by and between The Family Place, Inc., a District of Columbia nonprofit corporation (“Provider”), and The Family Place Public Charter School, a District of Columbia nonprofit corporation (“Company”).

WITNESSETH:

WHEREAS, Company entered into an agreement with the District of Columbia Public Charter School Board (“PCSB”) effective [•], 2018 (the “Charter School Agreement”);

WHEREAS, pursuant to the Charter School Agreement, PCSB authorized Company to establish a public charter school (the “School”) and to oversee operations of the School, including but not limited to administration, expenditures, hiring personnel and creating and implementing instructional methods, subject to certain conditions and limitations; and

WHEREAS, to satisfy its obligations set forth in the Charter School Agreement, Company now desires to engage Provider to procure certain services described on Appendix A in connection with Company’s operation of the School and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained and of the fees to be paid to Provider as hereinafter set forth, the parties do hereby agree on behalf of themselves and their respective legal successors and assigns, as follows:

1. APPOINTMENT.

1.1. On the terms and subject to the conditions set forth herein, Company hereby engages Provider to provide, and Provider agrees to provide, the services to Company as described on Appendix A (the “Services”), as amended or supplemented from time to time by mutual written agreement by the parties. Company agrees that the foregoing appointment is exclusive and that it will obtain Provider’s written consent prior to engaging any other person or entity in connection with any services that are materially similar to the Services. Furthermore, Company agrees that Provider shall have a right of first refusal to perform Services for any subsequent public charter school established by Company during the term of this Agreement, and shall provide Provider with written notice of its intent to establish any such school at least ninety (90) calendar days prior to such establishment. Nothing in the foregoing shall be construed to limit Provider from offering other services to Company, the School or any other person or entity.

2. TERM AND TERMINATION.

2.1. **TERM:** This Agreement shall commence upon the date hereof and shall continue for an initial term of five (5) years. Thereafter this Agreement will renew automatically for successive one-year terms, unless either party terminates this Agreement with or without cause by delivery of written notice to the other party no less than ninety (90) calendar days prior to the end of the effective term.

2.2. TERMINATION FOR CAUSE:

(a) Either party may terminate this Agreement immediately with cause upon written notice to the other if (A) a court having appropriate jurisdiction enters a decree or order for relief in respect of the other party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, and such case is not dismissed within sixty (60) calendar days, or (B) the other party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

(b) Either party may terminate this Agreement by delivery of ninety (90) calendar days' written notice to the other party, upon the occurrence of any of the following:

(i) The other party fails to hold and maintain any license or permit that is required for such party to carry on its business and perform its obligations and functions;

(ii) The occurrence of a change in law that prevents or materially impacts either party's performance of its obligations under this Agreement or under applicable law;

(iii) Termination of the Charter School Agreement; or

(iv) The other party's failure to qualify for treatment under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(c) Either party may terminate this Agreement by delivery of written notice if the other party breaches any of the material terms of this Agreement, and such party has not cured the default within one-hundred eighty (180) calendar days of receipt of such written notice describing such breach.

2.3. **TERMINATION FOR CONVENIENCE:** The parties may terminate this Agreement for any reason by mutual written agreement of the parties.

3. REPRESENTATIONS AND WARRANTIES.

3.1. Organization, Good Standing and Corporate Power. Company and Provider each hereby represent and warrant to each other that it is a corporation duly organized and validly existing and has all corporate power and authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute and perform its obligations under this Agreement. Company and Provider further represent and warrant to each other that it has taken all necessary action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and that this Agreement has been duly executed and delivered, and constitutes a legal, valid and binding obligation.

3.2. Services. Provider represents and warrants that (i) the Services will be performed in a workmanlike manner in accordance with all industry standards; all applicable laws, rules, regulations; and all applicable obligations of the Company and/or the Provider, as the case may be, to authorities such as PCSB, the District of Columbia Office of the State Superintendent of Education, United States Department of Education, external auditors and any other authorities

and (ii) it has obtained all necessary licenses or other governmental certifications necessary to perform the Services and that such licenses and certifications remain in full force and effect.

4. **AUTHORITY TO SUBCONTRACT.** Provider may subcontract any function or service it is obligated to provide hereunder, subject to Company's prior written consent, which consent shall not be unreasonably withheld; provided, however, that no such subcontract shall relieve or discharge Provider from any obligation or liability under this Agreement.

5. **AUTHORITY OF THE BOARD OF DIRECTORS.**

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

5.2. Pursuant to governing law and consistent with the terms of this Agreement, Company agrees to execute a resolution that authorizes one or more senior representatives or other authorized representatives of Provider to take certain actions on behalf of Company to enable Company to fulfill its obligations in operating the School. Such authority shall be limited by the terms of such resolution and will cover signing and/or execution of specific documents as outlined in the resolution.

6. **ADHERENCE TO ESTABLISHED POLICIES.** Provider agrees to adhere to all policies and procedures, if any, that Company has developed or may develop pursuant to the authority granted to it by the Charter School Agreement. Company shall provide Provider a copy of each such policy or procedure. Furthermore, in the performance of its obligations under this Agreement, Provider agrees to adhere to all other policies and procedures as mutually agreed upon between the parties.

7. **FINANCIAL ARRANGEMENTS.**

7.1. Company shall pay aggregate annual fees in the amount indicated in Appendix A, to Provider for the Services (the "Services Fee"), payable as follows:

(a) The Services Fee shall be payable in twelve (12) equal monthly payments, payable within thirty (30) calendar days after the end of each calendar month, subject to Section 7.1(b) below.

(b) If, in any given month, payment of the Services Fee will likely cause, in the sole reasonable judgment of Company, an undue financial burden on Company, Company may defer such monthly payment, interest free, in whole or in part, until Company determines, in its sole reasonable judgment, that payment of such Services Fee, or any portion thereof, will no longer likely cause an undue financial burden on Company. In such event, Company and Provider agree to discuss reasonable alternatives to find cash to make full payment.

(c) The Services Fee is the only compensation or payment Provider will be entitled to under this Agreement, and the parties hereby agree it is reasonable compensation for

the Services. Notwithstanding the foregoing, the parties agree to review the Services Fee after five (5) years from the date of this Agreement and revise the amount based on mutual agreement.

7.2. Other than as outlined in Section 7.1 above, Provider shall be responsible for all of its own costs and expenses necessary to fulfill its obligations under this Agreement.

8. **INDEPENDENT CONTRACTOR.** It is expressly agreed by the parties that the Provider is not an employee of Company for any purpose whatsoever, including for federal or state tax purposes, but is an independent contractor. Furthermore, no relationship of agency, joint venture or partnership of any form is created by this Agreement.

9. **CONFIDENTIALITY.**

9.1. “Confidential Information” means information disclosed orally, in writing or electronically by the disclosing party to the receiving party relating to the disclosing party or persons with whom that party collaborates, including (i) information regarding school development, outreach and operating plans, budgets, financial statements, contracts, prices, suppliers, funders, student achievement and student demographic data; (ii) information regarding curriculum, operational and information systems and tools and leadership development; (iii) information regarding the skills and compensation of either party’s employees, contractors, and any other service provider; (iv) the existence of any discussions, negotiations, or agreements between either party and any third party; (v) the existence and nature of the Services; and (vi) information previously disclosed by either party and information disclosed going forward.

9.2. Each party acknowledges that it will from time to time receive Confidential Information from the other party that, if disclosed to third parties, might adversely impact such party. Each party acknowledges that it understands that the relationship created hereunder requires confidence and trust between the parties with respect to any Confidential Information which either party learns in connection with this Agreement. At all times, both during the term of this Agreement and after its termination, both parties will keep in confidence and trust all Confidential Information except as required by law. This obligation shall end whenever such information enters the public domain and is no longer confidential through no improper action or inaction by either party. In the event that a party is legally obligated to release Confidential Information, it will provide notice to the other party prior to release in order to provide the other party an opportunity to seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the party will use reasonable efforts to obtain reasonable assurances that such Confidential Information will be accorded confidential treatment.

9.3. Provider will not disclose Confidential Information (either in the form provided or as may be reflected by Provider in any analysis, report, presentation, or other deliverable prepared for Company in the course of performing the Services (each, a “Deliverable”)) to any person other than Provider’s employees, agents, consultants, contractors and subcontractors, if any, who need access to the information for performance by Provider of the Services. Those persons will be subject to, and Provider will be responsible for ensuring that they comply with, the terms of this Agreement. In addition, Provider will not disclose to any third party, or use for other clients or other third parties, any Deliverable, whether or not such Deliverable contains or reflects Confidential Information. Upon termination of this Agreement, Provider shall return to

Company all data furnished by Company for the purpose of providing the Services. If data will be provided through an online platform, Provider shall have controlled access to the data via password, and Provider shall assume full liability for any access violations which may occur.

9.4. Company shall not disclose any Confidential Information of Provider to any person other than Company's employees as may be necessary to discharge Company's obligations hereunder, and Company agrees not to use any such Confidential Information for any purpose other than to discharge its obligations under this Agreement or as required by law.

10. **INDEMNIFICATION.** Each party to this Agreement (in such capacity, the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its respective trustees, officers, employees, agents, contractors, subcontractors, successors and assigns (in such capacity, the "Indemnified Party") against all claims, liabilities, losses, damages and expenses ("Claims") which may arise directly or indirectly from (i) any breach by the Indemnifying Party of any representations and warranties or other obligations under this Agreement; (ii) any willful act or omission by the Indemnifying Party; (iii) any claims by suppliers, creditors, or other persons in a relationship with the Indemnifying Party; or (iv) any claims relating to violations of laws or regulations related to tax, insurance contributions, workers' compensation, licensing or other laws applicable to the Indemnifying Party. Each Indemnified Party shall be obligated to provide reasonable notice to the Indemnifying Party of any matter which gives rise to or could reasonably be expected to give rise to a claim for indemnification hereunder.

11. **INSURANCE.** Provider shall obtain and maintain, at its sole expense, throughout the term of this Agreement, general liability insurance naming Company as an "additional insured" with limits of not less than \$[100,000] for each occurrence, including with respect to injury, death and property damage and furnish Company with a Certificate of Insurance reflecting the same.

12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. The general activities of Company and Provider in operating the School(s) shall be governed by local, state, and federal constitutional, statutory and judicial matters.

13. **SEVERABILITY.** Should any provision of this Agreement prove to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

14. **MODIFICATION OR AMENDMENT.** No amendment, change, or modification to this Agreement shall be valid unless it is in writing and signed by both parties. By mutual agreement, Provider and Company reserve the right to amend this Agreement such that any of the Services as described in Appendix A of this Agreement may be rendered by Company itself instead of Provider, and that any other services, whether currently being provided by Company itself or not yet currently contemplated, may be provided by Provider. The parties shall have the right to negotiate and mutually agree to adjust the Services Fee accordingly if mutually agreed.

15. **ASSIGNMENT.** No party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that Provider may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or to any party acquiring substantially all of Provider's assets.

16. **WAIVER.** No delay or failure on the part of either party in the exercise of any right granted under this Agreement, or available at law or equity, will be construed as a waiver of such right, nor will any single or partial exercise thereof preclude any other party from the exercise thereof. All waivers must be in writing and signed by the party against whom the waiver is to be effective.

17. **EXEMPT PURPOSE AND CONFLICTS OF INTEREST.** This Agreement and the use of all funds received by Company and paid to Provider as the Services Fee shall be consistent with and at no time conflict with the exempt purpose of Company as described in Company's Bylaws or the exempt purpose of Provider as described in Provider's Bylaws. This Agreement will furthermore be performed in compliance with Company's Conflict of Interest Policy.

18. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided herein, no third party is intended, or will be deemed, to be a beneficiary of any provision of this Agreement.

19. **MERGER AND INTEGRATION.** This Agreement and exhibits attached hereto are the final understanding between the parties and supersede all other agreements, negotiations and understandings, oral or written, between the parties involved.

20. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

21. **ADDRESS.** Any notices or other communications required to be given by either party pursuant to this Agreement shall be in writing and will be deemed to have been given when delivered personally or by commercial courier service with tracking capabilities, or when received by certified or registered mail, at the following addresses for the parties:

If to Provider:

The Family Place, Inc.
3309 16th St. NW
Washington, DC 20010
Attn: Lawrence Garr, Board Chair

If to Company:

The Family Place Public Charter School
3309 16th St. NW
Washington, DC 20010
Attn: Michael Barnet, Board Chair

[Signature page follows]

IN WITNESS WHEREOF, Company and Provider have caused this Agreement to be executed as of the day and year first above written.

THE FAMILY PLACE, INC.

**THE FAMILY PLACE PUBLIC
CHARTER SCHOOL**



Lawrence D. Garr, Board Chair

Name and Title

Michael D. Barnet, Ed. D.

Name and Title Board chair

Lawrence D. Garr, Board Chair

Michael D. Barnet, Board Chair

**APPENDIX A
SERVICES**

- A. Provider will engage and employ staff, or enter into agreements with independent contractors, to provide all housekeeping, case management, payroll processing, and childcare services on behalf of Company. All such personnel will be employees or independent contractors of Provider and not of Company, and Provider shall be responsible for all compensation, including tax withholding and reporting, of such staff, case managers and independent contractors.
- B. Provider will supply the Company with all equipment and supplies necessary to provide housekeeping, case management, payroll processing, and childcare services.
- C. Provider will lease to Company the property and facilities located at 3309 16th St. NW, Washington, DC 20010 (the "Property"), pursuant to that certain Lease, dated June 6, 2018, by and between the parties. Company's obligation to pay rent and/or applicable charges for the lease of the Property shall be governed by the terms of the Lease.
- D. The Services Fee for the first year 2018-19 of the Agreement is \$237,331, which includes: (i) \$38,563 for housekeeping services, (ii) \$86,625 for case management services (based on 11 months in year 1), (iii) \$17,000 for payroll processing (3% total gross wages and benefits), and (iv) \$95,143 for childcare services (based on 11 months in year 1).
- E. The Services Fee for the second year 2019-20 of the Agreement shall be \$258,592, or as otherwise agreed to in writing by the parties. For each subsequent year thereafter and until the fifth year 2022-23 of the Agreement, the Services Fee will increase at a rate of 2% per year, except as otherwise agreed to in writing by the parties.

ATTACHMENT B

THE FAMILY PLACE PUBLIC CHARTER SCHOOL
JUNE 6, 2018

(a non-profit corporation)

ARTICLES OF INCORPORATION

THE UNDERSIGNED, acting as incorporator of a corporation under the District of Columbia Nonprofit Corporation Act of 2010 (D.C. Code, Title 29, Chapter 4, as amended), adopt the following Articles of Incorporation:

FIRST: The name of the corporation (which is hereinafter called the “Corporation”) is:

**“The Family Place Public Charter School”
(d/b/a “The Family Place PCS”)**

SECOND: The duration of the Corporation is perpetual.

THIRD: The Corporation is formed to further and promote exclusively charitable purposes. As required by the District of Columbia’s School Reform Act of 1995, the sole purpose of the Corporation is the operation of a public charter school. The Corporation is not organized for the private gain of any person. In furtherance of its exclusively charitable purposes, the Corporation shall have all the general powers enumerated in Section 29-403.02 of the District of Columbia’s Nonprofit Corporation Act of 2010 and Section 38-1802.04 (b) of the District of Columbia’s School Reform Act of 1995, both as now in effect or as either may hereafter be amended, together with the power to solicit grants and contributions for such purposes. However, as used in this section, “charitable purposes” shall be limited to and shall include any purpose within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder (the “Code”).

FOURTH: The present address of the principal office of the Corporation is: 3309 16th Street, NW, Washington D.C., 20010.

FIFTH: The Corporation shall have no members.

SIXTH: The name and address of the current registered agent in the District of Columbia is: Corporation Service Company, 1090 Vermont Avenue, N.W., Washington, D.C., 20005.

SEVENTH: The Corporation is not authorized to issue capital stock.

EIGHTH: The governance and direction of the Corporation shall be vested in a Board of Trustees, which shall bear responsibility for and shall oversee all the activities of the Corporation. The Board of Trustees shall be comprised of an odd number of Trustees of the Corporation, which number shall be not less than three nor more than 15 individuals (excluding any ex officio, advisory and honorary trustees, which shall not have the power to vote), which number will be set forth pursuant to the Bylaws of the Corporation, but shall never be less than

the minimum number specified by the applicable laws of the District of Columbia now or hereafter in force. The Trustees shall meet the requirements specified in the Bylaws and be elected in the manner provided in the Bylaws.

NINTH: The following provisions are hereby adopted for defining, adopting, limiting and regulating the powers of the Corporation and of the Trustees.

(1) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not have any purposes and shall not carry on any other activities (otherwise than as an insubstantial part of its activities) not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501 (c)(3) of the Code or (b) by a corporation to which contributions are deductible under Sections 170(c)(2), and 2055(a)(2) and 2522(a)(2) of the Code.

(2) Upon dissolution of the Corporation, including upon the revocation of, the failure to renew or the voluntary relinquishment of the Corporation's charter, the Board of Trustees shall pay or make provision for the payment of all of the liabilities of the Corporation, and return, transfer or convey all assets that are held by the Corporation upon condition requiring return, transfer or conveyance upon dissolution of the Corporation. All remaining assets of the Corporation shall be disposed of in strict compliance with the requirements of Section 38-1802.13a of the District of Columbia Code, both as now in effect or as may hereafter be amended.

(3) The Corporation shall, to the fullest extent now or hereafter permitted by law, and only to the extent that the Corporation's status as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code is not affected thereby, indemnify any director, officer or employee of the Corporation, any person serving as a member of a committee of the Board of Trustees, or any person who may have served at the written request of the Corporation as a director, officer, trustee or employee of (i) any employee benefits plans of the Corporation, (ii) any other organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and (iii) any subsidiary of the Corporation, whether for profit or not for profit ("Indemnified Party"), against liability, including but not limited to judgments, fines, amounts paid in settlement, reasonable attorneys' fees and related expenses, incurred in the performance of such duties or service or incurred while acting in such capacity or arising out of such person's status as such, provided that such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation, as determined by the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such conduct was unlawful or fraudulent. The Corporation shall also indemnify trustees, directors and officers as required by applicable law. The Corporation

shall have the right to select attorneys and to approve any settlements or legal expenses incurred in connection with any suit, action or proceeding to which this indemnification applies. The foregoing indemnification is subject to the terms and conditions set forth in the Bylaws of the Corporation (as amended from time to time).

(4) To the fullest extent permitted by the District of Columbia statutory or decisional law, as amended or interpreted, no Trustee or officer of this Corporation shall be personally liable to the Corporation for money damages; provided, however, that the foregoing limitation of Trustee and officer liability shall only be to the extent permitted of organizations that are exempt from federal income tax under Section 501(c)(3) of the Code and to which contributions are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code. The private property of the incorporator, Trustees and officers of the Corporation shall not be subject to the payment of the Corporation's debts to any extent whatsoever. No amendment of the articles of incorporation or repeal of any of its provisions shall limit or eliminate the benefits provided to Trustees and officers under this provision with respect to any act or omission that occurred prior to such amendment or repeal.

(5) The Corporation reserves the right from time to time to make any amendments to its articles of incorporation that may now or hereafter be authorized by law. Unless otherwise specified by applicable laws, amendments to the articles of incorporation shall be approved by a majority affirmative vote of current Trustees.

The enumeration and definition of particular powers of the Board of Trustees included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of the charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Trustees under any applicable laws of the District of Columbia now or hereafter in force, except to the extent that the laws of the District of Columbia permit activities that are not permitted under federal law for any organization that is exempt from federal income tax under Section 501(c)(3) of the Code and to which contributions are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code.

TENTH: The name and street address of the incorporator of the Corporation is:

BYLAWS
OF
THE FAMILY PLACE PUBLIC CHARTER SCHOOL
JUNE 6, 2018

TABLE OF CONTENTS

SECTION 1:	GENERAL PROVISIONS	1
1.1.	Articles of Incorporation	1
1.2.	Name	1
1.3.	Purposes	1
1.4.	Fiscal Year	1
1.5.	Offices	1
1.6.	Members	2
SECTION 2:	BOARD OF TRUSTEES	2
2.1.	Powers	2
2.2.	Number of Trustees and Categories	2
2.3.	Terms of Office	3
2.4.	Appointment and Election of Trustees	4
2.5.	Resignation and Removal	4
2.6.	Vacancies	4
SECTION 3:	MEETINGS OF BOARD OF TRUSTEES	5
3.1.	Regular, Special, and Annual Meetings	5
3.2.	Meetings Using Communications Equipment	5
3.3.	Quorum	5
3.4.	Notice of Meetings	6
3.5.	Waiver of Notice	6
3.6.	Action without Meeting	6
3.7.	Validation of Meetings Defectively Called or Noticed	6
3.8.	Executive Session	7
SECTION 4:	COMMITTEES	7
4.1.	Executive Committee	7
4.2.	Other Committees	7
4.3.	Terms of Office	8
4.4.	Committee Chair	8
4.5.	Vacancies	8
4.6.	Quorum	8
4.7.	Rules	8

4.8.	Attendance by Officers and Principal & Executive Director	8
4.9.	Boards of Advisors	8
SECTION 5:	OFFICERS	9
5.1.	Number and Qualifications	9
5.2.	Election and Tenure	9
5.3.	Resignation and Removal	9
5.4.	Chair and Vice Chair(s)	9
5.5.	Principal & Executive Director	10
5.6.	Secretary	10
5.7.	Treasurer	11
5.8.	Vacancies	11
SECTION 6:	COMPENSATION AND PERSONAL LIABILITY	12
6.1.	Compensation	12
6.2.	Personal Liability	12
SECTION 7:	MISCELLANEOUS PROVISIONS	12
7.1.	Execution of Instruments	12
7.2.	Corporate Records and Corporate Seal	12
7.3.	Guarantees and Suretyships	12
7.4.	Gifts	13
7.5.	Non-Discrimination	13
7.6.	Disposition of Assets	13
7.7.	Headings and Titles	13
SECTION 8:	INDEMNIFICATION PROCEDURES	13
8.1.	Advances: Repayment	13
8.2.	Authorization	14
8.3.	Heirs, Executors and Administrators	14
8.4.	Non-Exclusive Rights	14
8.5.	Adverse Amendment	14
8.6.	Agents	15
SECTION 9:	AMENDMENTS	15

BYLAWS OF
THE FAMILY PLACE PUBLIC CHARTER SCHOOL
_____, 2018

Section 1: General Provisions

Section 2: Articles of Incorporation

These bylaws have been adopted pursuant to authority evidenced by the District of Columbia Articles of Incorporation, dated [●]. In the event of any inconsistency between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall be controlling. All references in these Bylaws to the Articles of Incorporation shall mean the Articles of Incorporation, as from time to time amended or amended and restated. These Bylaws are adopted pursuant to the Nonprofit Corporation Act of 2010 of the District of Columbia (District of Columbia Code Section 29-401.01 et. seq.) and the District of Columbia’s School Reform Act of 1995 (District of Columbia Code Section 38-1800.01 et. seq.), both as now in effect or as either may hereafter be amended.

Section 3: Name

The registered name of this corporation is The Family Place Public Charter School (the “Corporation”). The Corporation is authorized to do business under the name “The Family Place PCS” and/or such other names as the Board of Trustees shall approve.

Section 4: Purposes

The Corporation is formed to further and promote exclusively charitable purposes. As required by the District of Columbia’s School Reform Act of 1995, the sole purpose of the Corporation is the operation of a public charter school. The Corporation shall be operated in a manner consistent with the charter granted to the Corporation by the District of Columbia Public Charter School Board.

The Corporation is not organized for profit, and shall not pay dividends or make distributions of any part of its assets, income or profits to its members, Trustees, delegates, members of a designated body or officers. No substantial part of the activities of the Corporation shall be devoted to influencing legislation, nor to participating in any political campaign on behalf of or in opposition to any candidate for public office.

Section 5: Fiscal Year

The Corporation’s fiscal year shall be July 1 through June 30, or such other period as shall be approved by the Board of Trustees.

Section 6: Offices

The principal office of the Corporation for the transaction of its business shall initially be located at 3309 16th Street, NW, Washington, D.C. 20010. The Board of Trustees may change the principal office from one location to another within the District of Columbia. The Corporation may also have offices at such other places, within or outside the District of Columbia, where it is qualified to do business, as its business may require and as the Board of Trustees may from time to time designate.

Section 7: Members

The Corporation shall have no members.

Section 8: Board of Trustees

Section 9: Powers

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

- To purchase or sell real property;
- To pledge, assign, or create liens on or security interests in the real or personal property of the Corporation;
- To determine the overall policy of the Corporation;
- To appoint and remove the Principal or Executive Director of the Corporation;
- To establish Benefits Plan(s) for employees of the Corporation;
- To approve an annual budget for the Corporation; and
- To delegate, from time to time, powers to the Principal or Executive Director in accordance with these Bylaws.

In the event of an emergency, the Board of Trustees shall be authorized to exercise emergency powers pursuant to Section 29-403.03 of the Nonprofit Corporation Act of 2010 of the District of Columbia.

Section 10: Number of Trustees and Categories

The Board of Trustees shall consist of nine individuals in the following three categories:

Category	Number	Summary of Key Qualification for Appointment or Manner of Appointment
Appointed Trustees	3	Appointed by the board of directors of The Family Place, Inc. after recommendation for appointment by the Board of the Corporation
Student Trustees	2	Students attending the charter school operated by the Corporation at the time of their election
Elected Trustees	4	Selected by the Board of the Corporation

A majority of the Trustees shall be residents of the District of Columbia.

The Corporation may have additional ex officio, advisory and honorary Trustees, which shall neither be counted toward the nine Trustees nor shall have the power to vote.

The Principal and Executive Director shall serve as an ex officio member of the Board with the right to attend and participate in all meetings, but shall not have the power to vote.

Any past Chair of the Board, except a Chair that was removed with or without cause, is eligible to serve as an ex officio member of the Board, with rights to attend and participate in Board meetings, for up to three years following the expiration of his/her term as Board Chair, but s/he shall not be counted toward a quorum and shall not have the power to vote. Upon the expiration of any such past Board Chair's ex officio membership on the Board, such individual shall become a lifetime Honorary Trustee of the Corporation.

Section 11: Terms of Office

Appointed Trustees and Elected Trustees shall be elected to terms of up to three years with each such term expiring at an Annual Meeting of the Board. Student Trustees shall be elected to terms of up to one year with each such term expiring at the earlier of the next Annual Meeting of the Board or the next meeting of the Board after s/he is no longer a student enrolled in the charter

school operated by the Corporation. Terms of the Appointed Trustees and Elected Trustees shall be staggered such that the terms of approximately one-third of those Trustees will expire each year. No Appointed Trustee or Elected Trustee may be appointed or elected to a term that would result in more than nine years and four months of continuous service on the Board except that Trustees appointed or elected to the initial Board may serve for up to two additional years to facilitate the initial staggering of the terms of the Trustees. "Continuous service" shall mean service not interrupted by a break of more than one year. No Student Trustee shall be elected to a term that would result in more than three years of service on the Board.

Section 12: Appointment and Election of Trustees

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

- The Appointed Trustees shall be appointed by the board of directors of The Family Place, Inc. after being recommended for appointment by the Board of Trustees of the Corporation.
- The Student Trustees shall be selected as determined by the Board of Trustees of the Corporation.
- The Elected Trustees shall be elected by the Board of Trustees of the Corporation at the Annual Meeting of such Board of Trustees, but they may be elected at any Board meeting to fill vacancies occurring between such Annual Meetings. The candidates, up to the number of Trustees to be elected, receiving the highest number of votes shall be elected.

The Board of Trustees may from time to time appoint to the position of advisory or honorary Trustee such individuals as it may designate for terms of up to one year. Such Trustees may, pursuant to a resolution of the Board, have the right to attend meetings, but they shall not be counted toward a quorum and shall not have the power to vote. The Board, having elected or appointed any such Trustee to the Board, shall also have the power to remove any such Trustee.

Section 13: Resignation and Removal

A Trustee may resign by delivering to the Chair or Vice Chair written notice of his/her resignation. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states. If the Board of Trustees accepts the resignation of a Student Trustee or Elected Trustee intended to take effect at a future time, the Board shall have the power to elect a successor to take office when the resignation shall become effective.

If any Trustee shall fail to attend two consecutive meetings of the Board without excuse and, after having been notified by the Secretary of such failure to attend, shall be absent at the next regular meeting without an excuse for said absence acceptable to the Board, such Trustee shall be deemed to have resigned unless the Board chooses to exercise its discretion to excuse such absence.

Any Trustee may be removed with or without cause only in a meeting of the Board of Trustees, with written notice (pursuant to Section 3.4) of the purpose of the meeting, by a majority vote of the Trustees then holding office.

Section 14: Vacancies

Vacancies of Student Trustees and Elected Trustees, whether occurring by reason of removal of a Trustee or otherwise may be filled by a majority of the remaining Trustees or by a sole remaining Trustee, and each Trustee so elected shall hold office until his or her successor is elected and qualifies. Vacancies of Appointed Trustees shall be filled by individuals appointed by the board of directors of The Family Place, Inc. In the event that the board of directors of The Family Place, Inc., has failed to appoint one or more Appointed Trustees to fill one or more vacancies on the Board of the Corporation for two consecutive meetings of the Board of the Corporation, the vacancies may be filled by a majority of the remaining Trustees of the Corporation or by a sole remaining Trustee of the Corporation, and each Trustee so elected shall hold office unless and until such Trustee is replaced by a Trustee appointed by the board of directors of The Family Place, Inc.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation, or removal of any Trustee, if a Trustee has been declared of unsound mind by an order of a court of competent jurisdiction or has been convicted of a felony, or if the number of Trustees is less than the authorized number of Trustees. No reduction of the number of Trustees shall have the effect of removing any Trustee prior to the expiration of his or her term of office.

Section 15: Meetings of Board of Trustees

Section 16: Regular, Special, and Annual Meetings

Regular meetings of the Board may be held at such times and places as the Board may determine, but at least four times each year. At least one of the regular meetings of the Board each year shall be open to the public and shall be advertised by the Board within the community, in such manner as the Board shall determine. Special meetings may be called by the Chair at any time. Special meetings shall also be called by the Secretary or his/her designee upon written request of one-third of the Trustees then in office who specify in their request the business for which they desire the meeting to be called.

The Board shall designate a regular or special meeting of the Board each year to be the Annual Meeting. The Annual Meeting shall be held during the last 120 days of each fiscal year to elect Trustees and conduct such other business as may come before the Board.

Unless otherwise required or provided by law, the Articles of Incorporation, or these Bylaws, all actions of the Board -- with the exception of amendments to the Articles of Incorporation, as detailed in the Articles of Incorporation, or to these Bylaws -- shall be approved by a majority affirmative vote of the Trustees present and voting, provided that a quorum of the Board of Trustees is in attendance.

Section 17: Meetings Using Communications Equipment

The Board of Trustees may participate in a meeting of the Board by means of a conference telephone, videoconference, or any other means of communication by which all Trustees participating may simultaneously hear one another during the meeting, and participation by such means shall constitute presence in person at a meeting.

Section 18: Quorum

The presence in person, by telephone, or by other electronic means of a majority of the Board of Trustees then in office shall constitute a quorum, but if only a lesser number is present, such lesser number may, without further notice, adjourn a meeting to any later time. At a meeting where a quorum has been present, the departure of Trustees from the meeting shall not deprive the meeting of a quorum so long as a sufficient number of such departing Trustees provide proxies to allow the quorum to be maintained.

Section 19: Notice of Meetings

A notice stating the time and place of the meeting (regular, special, or Annual) shall be sent to each Trustee, not less than five and not more than 15 days prior to the date of the meeting. Such notice may be by mail, e-mail, or fax and shall be sent to the Trustee's usual business address or home address.

A notice or waiver of notice need not specify the purpose of any meeting unless such purpose is:

- i. the amendment or repeal of, or of any provision of, the Articles of Incorporation or these Bylaws; or
- ii. the removal of a Trustee.

Section 20: Waiver of Notice

Whenever notice is required to be given to any Trustee or member of a committee under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing or electronically by any such Trustee or member of a committee, whether before or after any time stated therein, shall be equivalent to the giving of such notice. Such waiver need not specify the purpose or purposes of the meeting. A Trustee's attendance at or participation in a meeting shall waive any required notice to the Trustee of the meeting, unless the Trustee at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or transacting at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 21: Action without Meeting

Subject to the provisions of applicable law, any action required or permitted to be taken by the Board of Trustees or any committee under any provision of law, the Articles of Incorporation, or these Bylaws may be taken without a meeting if all members of the Board or such committee, as

the case may be, shall individually or collectively consent in writing or electronically to such action. Such consent or consents shall be filed with the minutes of the proceedings of the Board or such committee. Such action by written or electronic consent shall have the same force and effect as the unanimous vote of such Trustees. Any certificate or other document filed under any provision of law that relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Trustees or the committee, as the case may be, without a meeting and that the Articles of Incorporation and these Bylaws authorize the Trustees to so act, and such statement shall be prima facie evidence of such authority.

Section 22: Validation of Meetings Defectively Called or Noticed

The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as defined herein, is present and provided that either before or after the meeting each of the Trustees not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 23: Executive Session

At each regular meeting of the Board, the Elected Trustees may meet in executive session, without the presence of the other Trustees, with the Principal & Executive Director, any other officer or legal counsel as the Elected Trustees may request. In such executive sessions, the Elected Trustees may discuss any topic deemed by the Elected Trustees in their sole discretion to require confidentiality, including the compensation or performance of any officer or key personnel. An executive session may be called at any meeting by majority vote of the Elected Trustees present at such meeting.

Section 24: Committees

Section 25: Executive Committee

The Board of Trustees, by a majority vote of its members, may designate two or more of the Trustees as an Executive Committee. Unless otherwise determined by resolution of the Board, such Committee shall have the powers and authority of the Board in the management of the business and affairs of the Corporation, except the power to: amend, alter, restate, or repeal the Articles of Incorporation or these Bylaws; elect, appoint, or remove any member of the Board or of any committee of the board or any officer of the Corporation elected or appointed by the Board; adopt a plan of merger or adopt a plan of consolidation with another corporation; authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorize distributions; authorize the voluntary dissolution of the Corporation; or amend, alter, or repeal any resolution of the Board of Trustees.

The designation and appointment of any such Committee and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed upon the Board or an individual Trustee by law, by the Articles of Incorporation, or by

these Bylaws. By a majority vote of its members, the Board may at any time modify or revoke any or all of the authority of the Executive Committee, increase or decrease (but not below two) the number of its members, and fill vacancies therein from the members of the Board. The Executive Committee shall establish rules and regulations for its meetings and meet at such times as it deems necessary, provided that reasonable notice of all such meetings shall be given to its members, and no act of the Committee shall be valid unless approved by the vote or written consent of a majority of its members. The Committee shall keep regular minutes of its proceedings and report the same to the Board from time to time as the Board may require.

Section 26: Other Committees

The Board of Trustees, by a majority vote of its members, may create other committees, including a Finance Committee, an Audit Committee and a Governance Committee, not having or exercising the authority of the Board in the management of the Corporation, and may designate two or more of the Trustees as members of any such committee. Any committee member may be removed with or without cause only in a meeting of the Board of Trustees, with written notice (pursuant to Section 3.4) of the purpose of the meeting, by a majority vote of the Trustees then holding office. Each such committee shall pursue such purposes and have such powers as the Board of Trustees shall designate, provided that no such committee shall have any greater powers than those permitted to be exercised by the Executive Committee.

Section 27: Terms of Office

Each member of a committee shall continue as such until the next Annual Meeting of the Board of Trustees and until a successor is appointed, unless the committee is sooner terminated, unless such member be removed from such committee, or unless such member ceases to qualify as a member thereof.

Section 28: Committee Chair

One member of each committee shall be appointed chair of the committee by the Board of Trustees.

Section 29: Vacancies

Vacancies in the membership of any committee may be filled in the same manner as provided in the case of the original appointments.

Section 30: Quorum

Unless otherwise provided in the resolution of the Board of Trustees designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which quorum is present shall be the act of the committee.

Section 31: Rules

Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Trustees.

Section 32: Attendance by Officers and Principal & Executive Director

The Chair, any Vice Chair, and Principal & Executive Director shall be entitled to attend and participate in meetings of committees, except that the Principal & Executive Director shall not attend any portion of any meeting during which s/he is being reviewed. Unless also a member of such committee, no such officer shall be entitled to vote at such committee meeting.

Section 33: Boards of Advisors

The Board of Trustees may designate certain persons or groups of persons as advisors of the Corporation or such other title as the Board deems appropriate. Such persons shall serve in an honorary or advisory capacity for such purposes as the Board shall designate, and, except as the Board shall otherwise designate, shall in such capacity have no right to notice of or vote in any meeting, shall not be considered for purposes of a quorum, and shall have no other rights or responsibilities.

Section 34: Officers

Section 35: Number and Qualifications

The officers shall consist of Chair, one or more Vice Chairs, Principal & Executive Director, Secretary, Treasurer, and such other officers as the Board may from time to time deem necessary and convenient. The Corporation may also have, at the discretion of the Board, one or more Senior Vice Presidents, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with Section 5.2. One person may hold two or more offices, except those of Chair, Principal & Executive Director, Treasurer and Secretary.

Section 36: Election and Tenure

All officers of the Corporation shall be elected by a majority vote of the Board, ordinarily at each Annual Meeting but, as appropriate in the Board's discretion, at any meeting of the Board. Each such officer shall hold office until s/he resigns or is removed or is otherwise disqualified to serve, or until his/her successor shall be elected and qualified, whichever occurs first. All officers shall at all times carry out their duties under the direction and the control of the Board of Trustees.

Section 37: Resignation and Removal

Any officer may resign at any time by giving written notice to the Board of Trustees or to the Chair or Secretary of the Corporation or, in the case of an officer who is also an employee of the

Corporation, to the Principal & Executive Director. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any officer may be removed with or without cause by a majority vote of the Trustees then holding office. Any such officer may be removed for cause only after notice to that officer and an opportunity to be heard by the Board. An officer who is also an employee of the Corporation, other than the Principal & Executive Director, may also be removed with or without cause by the Chair.

Section 38: Chair and Vice Chair(s)

The Chair shall, subject to the control of the Board of Trustees, generally supervise and control the affairs of the Corporation. S/he shall perform all duties incident to his/her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Trustees. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, s/he shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Trustees. The Chair shall also call and preside at all meetings of the Board of Trustees and perform such other tasks as are directed by the Board.

The Vice Chair (or, in the event there is more than one, the Vice Chair having served longest on the Board) shall perform the duties of the Chair in the absence of the Chair and shall perform such other duties as are assigned by the Chair or by the Board.

Section 39: Principal & Executive Director

Selection & Evaluation

The Principal & Executive Director shall be appointed by and serve at the pleasure of the Board of Trustees and shall receive such compensation as the Board may direct. The Board of Trustees shall conduct an annual review and evaluation of the Principal & Executive Director.

Duties

The Principal & Executive Director shall carry out the policies established by the Board of Trustees and shall be directly responsible to the Board and the Chair. The Principal & Executive Director shall, within the budget adopted by and under the general direction of the Board, be the administrator and the programmatic leader of the Corporation, with responsibility for coordination of the programmatic and administrative operation of the Corporation and subsidiary activities, if any, sponsored by the Corporation. The Principal & Executive Director shall have general supervision of the business and affairs of the Corporation and shall perform all duties usually performed by the president of a corporation and such other duties as are from time to time assigned by the Board of Trustees, including, without limitation:

- General management of the programmatic and administrative operations of the Corporation.
- Prescribing and directing the standards and the assessment of employee performance.
- Preparing an annual budget for submission to the Treasurer and the Board.
- Employing, evaluating, and discharging staff personnel and prescribing their duties and terms of employment.
- Developing and maintaining personnel policies and practices for the Corporation. Conducting annual reviews of all management and staff personnel who report directly to the Principal & Executive Director.
- Carrying out the policies of the Corporation and other decisions of the Board of Trustees as it may adopt from time to time.
- Anticipating the needs of the Corporation and the community, both short and long term, and interpreting those needs and changes for the Board.
- Reporting at each regular meeting of the Board of Trustees on the activities and financial condition of the Corporation.

Section 40: Secretary

The Secretary shall:

- Certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.
- Record and maintain records of all proceedings of Board meetings in a book or a series of books.
- Attest to all documents of the Board.
- Be custodian of the corporate seal and the record books, papers and documents (except financial records) of the Board.
- Make copies of any records available to any Trustee upon request.
- Provide copies of the minutes of the previous meeting of the Board and the notice and agenda of the following meeting to each Trustee before the beginning of each such following meeting. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him/her from time to time by the Chair or the Board of Trustees.

Section 41: Treasurer

The Treasurer shall:

- Have general oversight of the financial affairs of the Corporation.
- Cause to be kept full accounts of receipts and disbursements in books belonging to the Corporation and deposit all monies in the name and to the credit of the Corporation in such depository as shall be authorized by the Board.
- Render to any Trustee such reports and statements of the transactions and accounts as they may request.

- Borrow money for the purpose of meeting Corporation expenses, give a note or notes therefor, and pledge such securities as may be necessary to secure any such note, when authorized by resolution of the Board of Trustees.
- Chair any Finance Committee established by the Board.
- Prepare, or cause to be prepared, and certify any necessary financial statements.
- Pro-actively report to and seek the review, oversight, and advice of the Corporation's auditors.
- Ensure that the Corporation adheres to the financial policies and procedures adopted by the Corporation.
- Render to the Chair and Trustees, whenever s/he or they may request, an account of any or all of his/her transactions as Treasurer and of the financial condition of the Corporation.
- In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him/her from time to time by the Board of Trustees.

Section 42: Vacancies

Any vacancy caused by death, resignation, removal, disqualification, or otherwise, of the Chair shall be filled by the Board of Trustees for the unexpired portion of the term. Any vacancy caused by death, resignation, removal, disqualification, or otherwise, of any other officer shall be filled by the Chair for the unexpired portion of the term.

Section 43: Compensation and Personal Liability

Section 44: Compensation

No Trustee or officer shall receive any compensation for services rendered as a Trustee or officer. Notwithstanding the foregoing, any Trustee or officer may receive reasonable compensation for services rendered as an employee or contractor of the Corporation and any Trustee or officer may, if authorized by the Board of Trustees, be reimbursed for necessary expenses including travel expenses, reasonably incurred and specifically documented by the Trustee or officer in the performance of duties as a Trustee or officer.

Section 45: Personal Liability

The members of the Board of Trustees and the officers of the Corporation shall not be personally liable for any debt, liability, or obligation of the Corporation. Any and all persons or entities extending credit to, contracting with, or having any claims against the Corporation may look only to the funds and property of the Corporation for the payment of any such contract or claim or for the payment of any debt, damages, judgment or decree, or any money that may otherwise become due or payable to it or them from the Corporation.

Section 46: Miscellaneous Provisions

Section 47: Execution of Instruments

All contracts, deeds, leases, bonds, notes, checks, drafts, and other instruments authorized to be executed by an officer of the Corporation on its behalf shall be signed by one or both of the Principal & Executive Director or the Treasurer except as the Board may generally or in particular cases otherwise determine. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Corporation by two of the Corporation's officers from among the Chair, Vice Chair and Principal & Executive Director, shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument.

Section 48: Corporate Records and Corporate Seal

The records of all meetings of Trustees, the names and addresses of the Trustees and officers of the Corporation, and the originals or attested copies of the Articles of Incorporation and the Bylaws shall be kept in the District of Columbia at the principal office of the Corporation.

The Board of Trustees may adopt, use, and alter a corporate seal. Such seal shall be affixed to all corporate instruments, but failure to affix it shall not affect the validity of any such instrument.

Section 49: Guarantees and Suretyships

The Corporation shall make no contracts of guarantee and suretyship.

Section 50: Gifts

The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation, so long as such acceptance does not jeopardize the Corporation's tax-exempt status or violate any provision of applicable law.

Section 51: Non-Discrimination

This Corporation declares that no candidate for employment shall be discriminated against because of sex, gender identity or expression, sexual orientation, age, race, color, creed, national origin, cultural heritage, religion, political affiliation, matriculation, marital status, family responsibilities, personal appearance, genetic information or disability, or on any other basis prohibited by applicable law.

Section 52: Disposition of Assets

Upon dissolution of the Corporation, the Board of Trustees shall pay or make provision for the payment of all of the liabilities of the Corporation, and return, transfer or convey all assets that are held by the Corporation upon condition requiring return, transfer or conveyance upon dissolution of the Corporation. All remaining assets of the Corporation shall be disposed of in

strict compliance with the requirements of Section 501(c)(3) of the Internal Revenue Code and in accordance with Section 38-1802.13a of the District of Columbia Code, both as now in effect or as may hereinafter be amended.

Section 53: Headings and Titles

The heading and titles in these Bylaws are solely for convenience of reference and shall not be considered in construing or interpreting the Bylaws.

Section 54: Indemnification Procedures

Section 55: Advances: Repayment

Indemnification pursuant to the Articles of Incorporation may, to the extent authorized by the Board in accordance with the procedures set forth in Section 8.3, include payment by the Corporation of expenses, including attorneys' fees, reasonably incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of (a) a written statement signed by the Indemnified Party, as defined in the Articles of Incorporation, setting forth his or her good faith belief that he or she has met the relevant standard of conduct as required by applicable law, or that the proceeding involves conduct for which liability has been eliminated by applicable law; and (b) an undertaking (evidenced by a promissory note or other contractual undertaking) by the Indemnified Party to repay such payment if the Indemnified Party is finally determined not to be entitled to indemnification under this Section 8, which undertaking may be accepted without regard to the financial ability of such Indemnified Party to make repayment.

Section 56: Authorization

Except with regard to any indemnification mandatory under applicable law or ordered by a court, the Corporation shall not indemnify any Indemnified Party or make advances in accordance with Subsection 8.2 unless authorized for a specific proceeding after a determination has been made that indemnification is permissible because the Indemnified Party has met the relevant standard of conduct required by applicable law. The determination shall be made:

Section 57: If there are two or more disinterested Trustees, by a majority vote of all the disinterested Trustees, a majority of whom will constitute a quorum for that purpose, or by a majority of the members of a committee of two or more disinterested Trustees appointed by such a vote;

Section 58: By special legal counsel:

Section 59: Selected in the manner prescribed in paragraph (l) above; or

Section 60: If there are fewer than two disinterested Trustees, selected by the Board of Trustees, in which selection Trustees who do not qualify as disinterested Trustees may participate.

A disinterested Trustee is a Trustee who, at the time of a vote pursuant to this Subsection 8.2 is not a party to the proceeding or a Trustee having a familial, financial, professional, or employment relationship with the Trustee whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Trustee's judgment when voting on the decision being made.

Section 61: Heirs, Executors and Administrators

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of any Indemnified Party.

Section 62: Non-Exclusive Rights

The right of indemnification under this Section 8 shall be in addition to and not exclusive of all other rights to which any person may be entitled. Nothing contained in this Section 8 shall affect any rights to indemnification to which Indemnified Parties and other persons may be entitled by contract or otherwise under law.

Section 63: Adverse Amendment

No amendment or repeal of the provisions of this Section 8 which adversely affects the rights of an Indemnified Party under this Section 8 shall apply to that Indemnified Party with respect to the acts of omissions of such Indemnified Party at any time prior to such amendment or repeal, unless such amendment or repeal was voted for by or was made with the written consent of such Indemnified Party.

Section 64: Agents

To the extent legally permissible and only to the extent that the status of the Corporation as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code is not affected thereby, the Corporation may indemnify any agent of the Corporation to the extent authorized by the Board, in its sole discretion, by the affirmative vote of a majority of the Trustees entitled to vote. The foregoing provisions of this Section 8 shall apply to any indemnification of any such employee or agent.

Section 65: Amendments

The Board of Trustees may amend these Bylaws or the Articles of Incorporation by a majority vote of all the members of the Board at any meeting of the Board, provided that notice of the

proposed change(s) shall have been given before the meeting or such notice is waived by all members of the Board in writing or in any meeting.

CERTIFICATE

I, the duly elected Secretary of The Family Place Public Charter School, hereby certify that the foregoing document is a correct and complete statement of the Bylaws of the said Corporation as of this ____ day of _____, 2018.

[name], Secretary

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

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

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

TFP PCS will provide required and appropriate health and safety training to its staff including annual CPR and First Aid trainings. The school will be equipped with appropriate first aid kits.

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

If TFP PCS serves food, the school will maintain proper licenses from the DC government and applicable agencies therein.

Attachment D

Assurances to Seek, Obtain, and Maintain Accreditation

The Family Place Public Charter School acknowledges its obligation to seek, obtain, and maintain accreditation for the school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the District of Columbia Public Charter School Board. D.C. Code § 38-1802.02(16). The Family Place Public Charter School assures that it will obtain such accreditation by the end of its first nine years of operation.

Attachment E

Relationship Between School and Employees

Staff of The Family Place Public Charter School ("TFP PCS") will be "at will" employees. The following is a sample of the signature page from the TFP PCS Employee Handbook where employees will sign acknowledging receipt of the Handbook and their understanding of their "at-will" status.

RECEIPT OF TFP PCS EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)

At all times the Executive Director serves at the pleasure of the Board. His/her professional performance as an employee shall be evaluated annually by the Board of Trustees.

All employees of The Family Place Public Charter School ("TFP PCS") are employees-at-will. This means that the employee is free to terminate his/her employment at any time and TFP PCS may terminate any employee at any time and for any reason.

This also confirms that I have read and agree to the conditions of the letter of engagement and job description. In addition, I have read in its entirety and understand the contents of The Family Place Public Charter School Personnel Policies and Procedure Manual.

Employee's Signature

Employee's Printed Name

ATTACHMENT F

Pre-Opening Visit Checklist – The Family Place Public Charter School

Reviewer Name:
 Review Date:
 School Opening Date:
 Location:

**Items should be uploaded into Epicenter*

Governance and Management

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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 	
501(c)(3) status is on file at the school.	<ul style="list-style-type: none"> • Documentation from the IRS demonstrating your school has applied for and acquired 501(c)(3) status 	

Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or EL 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 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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* Copies of confirmations of receipt of the Employee Handbook (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 DCPS¹ 	
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	Notes/ Verification
Needed instructional materials and supplies have been procured for 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 	

¹ More information on DCPS Leave of Absence Documentation: <http://dcps.dc.gov/page/dcps-leave-absence>

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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— includes 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days* • Class Schedules • Copy of parent/student/family handbook, or resource in which calendar was printed 	
Provisions have been made for assessing and serving students with disabilities.	<ul style="list-style-type: none"> • Evidence that needed staff is on board to provide specialized instruction and related services, or evidence that services have been contracted 	

Students and Parents

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions).	<ul style="list-style-type: none"> • Copies of parent/student/family handbook, in which the discipline policy is printed, along with evidence that parents have received it * 	
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 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Intake process includes measures to identify students with disabilities and ELs	<ul style="list-style-type: none"> • Description of process for identifying students with disabilities and home language survey (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 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 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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	Notes/ Verification
<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 attendance and discipline; -system to accurately collect excused absence documentation; and -system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable -system to accurately submit Compliance documents to PCSB -system for collecting documentation for federal entitlement programs 	<ul style="list-style-type: none"> Student Information System is in place Staff member(s) have been trained on DC PCSB's data systems, the school's Student Information System, and Epicenter 	
Arrangements have been made for food service.	<ul style="list-style-type: none"> Food service contract Record of Basic Business License (BBL) 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Provisions have been made for health services and immunization, if appropriate.	<ul style="list-style-type: none"> • Evidence that health services and immunization services are available (school nurse, contract with local health facility, etc.) • Evidence of access to the immunization registry and a mechanism for entering immunization data 	
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> • Written plans for life safety procedures included in faculty/student handbooks. • Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) * 	
Financials (balance sheet as well as budget forecasting future expenses and revenues) are sufficient that school will be able to operate throughout the school year.	<ul style="list-style-type: none"> • Monthly financial statements provided to PCSB • School Budget 	

Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> Plans detailing times and locations for student drop-off and pick-up before school, during, and after school, are in place 	
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 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* 	
Certificates of insurance, which meeting at least the minimum levels required by the PCSB, are on file at the school and PCSB.	<ul style="list-style-type: none"> Certificates of insurance on file at school with coverage in accordance with their charter * 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
ADA Compliance	<ul style="list-style-type: none"> Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility (e.g. elevators, ramps, restroom accommodations, drinking fountains, etc). * (This requirement will be verified through Epicenter <u>and</u> on site at the facility.) 	

Overall Notes:

Attachment G

Random Selection Process

1. Policy Statement:

Enrollment at The Family Place Public Charter School ("TFP PCS") is open to all students who are residents of the District of Columbia and non-resident students who fulfill tuition requirements established by the Office of the State Superintendent of Education to the extent of available space.

2. Background:

TFP PCS will open its doors as a charter school in September 2018. The charter for the school was awarded to a non-profit corporation governed by the Board of Trustees of TFP PCS. This Board has fiduciary responsibility for the school and is held accountable for its progress.

3. Overview:

This policy governs the procedures for student admissions at TFP PCS.

4. Policy Guidelines:

Our policy guidelines are set forth to make the admissions process as easy as possible. These guidelines should be followed in order to mitigate any administrative liability.

Open Enrollment

Each year, the Board of Trustees sets the maximum enrollment capacity, not to exceed the maximum set in **Schedule I**, based on space, class sizes, and budgetary concerns. TFP PCS does not limit enrollment on the basis of a student's race, color, religion, national origin, sexual orientation, gender identification, language spoken, intellectual or athletic ability, measures of achievement or aptitude, or status as a student with special needs.

Enrollment Deadlines

TFP PCS will not participate in the MY School DC common lottery. TFP PCS will follow the timeline for enrollment and acceptance established by its Board of Trustees. Enrollment will be year round as space becomes available. In general new enrollments will happen in August, January, and May. Students who apply after June 30th will be considered for enrollment the following school year. Specific enrollment and registration dates will be

publicized on our website. Each prospective student must complete an application which will be submitted to an enrollment lottery if one is required due to receipt of more applications than slots available. Students who are not matched through the lottery will be placed on a waitlist. TFP PCS will fill open seats from its waitlist and contact those applicants at least twice to notify them of the vacancy.

Two-Step Process

TFP PCS will use a two-step enrollment process; in the first step staff will collect only basic information required to determine the student's participation in the admissions lottery. After the student is admitted through the lottery or waitlist, the staff will collect more detailed information necessary to enroll and serve the student.

Acceptance

Acceptance of applications for enrollment is based on the fulfillment of enrollment requirements to the extent that seats are available. Students must provide the following to complete registration:

- Completed admission application;
- Proof of DC residency;
- Driver's license or photo ID;
- Signed attendance agreement form; and
- Placement/appraisal tests.

Attachment H

Insurance Requirements

Upon securing a facility, The Family Place Public Charter School will work with an insurance broker to secure the necessary insurance as determined by the Board of Trustees. The Family Place Public Charter School will carry insurance for the following areas in the minimum stated amounts:

Type	Amounts
General Liability	\$1,000,000/occurrence & \$3,000,000 aggregate
Umbrella Coverage	\$3,000,000
Educator's Liability/Directors and Officers Liability	\$1,000,000/occurrence & \$3,000,000 aggregate
Property Lease Insurance	As contractually required by lease but no less than \$500,000
Workers' Compensation	As required by law.

Attachment I

Key Personnel Positions

Board Chair
Executive Director
Chief Academic Officer
Chief Compliance Officer
Offsite Chief Financial Officer
Registrar