

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

EAGLE ACADEMY PUBLIC CHARTER SCHOOL

TABLE OF CONTENTS

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

TABLE OF CONTENTS
(continued)

		Page
7.3	Interim Financial Reports.....	12
7.4	Budget.....	13
7.5	Enrollment Census.....	13
7.6	Attendance Data.....	13
7.7	Key Personnel Changes.....	13
7.8	Authorizations.....	13
7.9	Events of Default.....	14
7.10	Litigation.....	14
7.11	Certificates of Insurance.....	Error! Bookmark not defined.
7.12	Reports Required by the Act.....	14
SECTION 8.	COMPLIANCE	14
8.1	Compliance with Applicable Laws.....	14
8.2	Waiver of Application of Duplicate and Conflicting Provisions.....	14
8.3	Exemption From Provisions Applicable to DC Public Schools.....	14
8.4	Cooperation.....	14
8.5	Access.....	14
8.6	Notice of Concern.....	15
8.7	Administrative Fee.....	15
SECTION 9.	CHARTER RENEWAL, REVOCATION, AND TERMINATION	15
9.1	Charter Renewal.....	15
9.2	Charter Revocation.....	15
9.3	Termination.....	16
9.4	Probation and Corrective Action.....	16
9.5	Mandatory Dissolution.....	16
SECTION 10.	OTHER PROVISIONS	16
10.1	Applicable Law.....	17
10.2	Failure or Indulgence Not Waiver; Remedies Cumulative.....	17
10.3	Counterparts and Electronic Signature or Signature by Facsimile.....	17
10.4	Entire Agreement; Amendments.....	17
10.5	Severability.....	17
10.6	Assignment.....	17
10.7	No Third Party Beneficiary.....	17
10.8	Waiver.....	18
10.9	Construction.....	18
10.10	Dispute Resolution.....	18
10.11	Notices.....	18

TABLE OF DEFINITIONS

Definition	Page
Academic Year	2
Act.....	1
Agreement	1
Annual Report.....	9
Authorizations.....	10
Board of Trustees	1
Budget	9
Charter.....	1
Corrective Plan	13
GAAP	7
IDEA.....	4
Interested Party.....	9
Interim Period.....	9
OSSE.....	4
DC PCSB.....	1
Person.....	15
Petition	1
PMF.....	2
Proceedings.....	11
School.....	1
School Corporation	1
School Management Contract.....	7
School Management Organization	10
School Property.....	4
Written Notice	13

CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL 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 EAGLE ACADEMY 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 granted a charter to the Board of Trustees of Eagle Academy (“**Board of Trustees**”) for the establishment of a public charter school, effective on August 18, 2003;

WHEREAS, pursuant to § 38-1802.12 of the Act, DC PCSB has the authority to approve applications to renew the charters of established public charter schools in the District of Columbia;

WHEREAS, the School Corporation submitted an application for charter renewal in accordance with § 38-1802.12 of the Act (“**Application**”) on October 13, 2017;

WHEREAS, DC PCSB has (i) determined that the Application satisfies the requirements set forth in § 38-1802.12 of the Act, and (ii) approved the Application subject to the execution of this Agreement by DC PCSB and the School Corporation, thereby renewing the charter of the School Corporation;

WHEREAS, § 38-1802.04(c)(3)(A) of the Act gives broad decision-making authority over school operations to the School Corporation, 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. CONTINUED OPERATION OF SCHOOL

1.1 [Charter](#).

A. The School Corporation shall continue to operate 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 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 material changes to its Articles of Incorporation or Bylaws, and written notice of which approved accrediting agency the School Corporation as selected for any 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 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: Eagle Academy Public Charter School’s mission is to build the foundation for a promising future for all students in a rich, robust learning environment that fosters creativity and

problem-solving abilities, emphasizing cognitive, social and emotional growth by engaging children as active learners in an inclusive learning environment.

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 of renewal, the School shall provide instruction to students in grades pre-kindergarten 3 (“PK3”) through third. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall provide instruction to students in grades PK3 through third and serve 920 total students.

SCHEDULE I. Maximum Enrollment Schedule

Grades	SY 2018-19 and Beyond
PK3 – 3	920

The School Corporation reserves the right to adjust the number of students in each grade, while staying within the confines of the total local educational agency (“LEA”) enrollment for each school year.

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

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

A. The School Corporation has selected as its measure of academic achievement expectations for its PK3 to third grade programming the measures listed in the Early Childhood/Elementary School/Middle School (PK-8) Performance Management Framework (“**PMF**”).

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

(ii) The School Corporation currently operates two campuses under the Charter. If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses, each campus will be evaluated individually by DC PCSB using the measurement of academic achievement expectations and goals outlined in this Section.

(“**Campus**” is defined by DC PCSB’s *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the 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. Teacher Interaction Score and Additional Measures. The full description of the PMF is contained in the associated Policy & Technical Guide (“PMF Guide”). Pursuant to the PMF Guide, DC PCSB will use a teacher interaction score to assess prekindergarten (“PK”) instruction in schools with PK programs as shown in the chart below. If a measure is not included in the School Corporation’s PMF scoring, it will be displayed on the School’s Score Card as an un-tiered measure. The table below includes both the teacher interactive score, which is part of the PMF score, and the additional measures that may be considered as part of review and renewal but are not part of the school’s score.

Domain	Measure/Assessment	Counts in PMF Score?
Pre-kindergarten Emotional Support	Classroom Assessment Scoring System (CLASS) Emotional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Classroom Organization	Classroom Assessment Scoring System (CLASS) Classroom Organization Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Instructional Support	Classroom Assessment Scoring System (CLASS) Instructional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Literacy Student Outcomes	Teaching Strategies GOLD as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
Pre-kindergarten Math Student Outcomes	Teaching Strategies GOLD as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
Pre-kindergarten Social Emotional Student Outcomes	Teaching Strategies GOLD as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
Kindergarten-Second Grade Reading Student	NWEA MAP assessment as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes

Outcomes		
Kindergarten-Second Grade Math Student Outcomes	NWEA MAP assessment as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes

C. Standard for charter review and renewal. The School Corporation’s twenty-year charter review will occur in school year 2022-23, its twenty-five-year charter review will occur in school year 2027-28, and its thirty-year charter renewal will occur in school year 2032-33. The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

Twenty-Year Charter Review: At its twenty-year charter review, obtains an average PMF score for school years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 equal to or exceeding 50%.

Twenty-Five-Year Charter Review: At its twenty-five-year charter review, obtains an average PMF score for school years 2022-23, 2023-24, 2024-25, 2025-26, and 2026-27 equal to or exceeding 50%.

Thirty-Year Charter Renewal: At its thirty-year charter renewal, obtains an average PMF score for school years 2027-28, 2028-29, 2029-30, 2030-31, and 2031-32 equal to or exceeding 50%.

Improvement Provision: In cases where a School has not achieved the above thresholds, the DC PCSB Board may, at its discretion, determine that a School has met its goals and academic achievement expectations if it has demonstrated consistent improvement on overall PMF scores over the course of the most recent five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of untiered measures.

C. 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.

D. 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, 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 requires a material change in the School’s approved 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 Part B of the Individuals with Disabilities Education Act (20 U.S.C. § 1411 *et seq.*) (“**IDEA**”), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. § 794), and any other federal requirements concerning the education of students with disabilities.

B. Pursuant to § 38-1802.10(c) of the Act, the School Corporation shall be its own LEA for the purpose of providing services to students with disabilities.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 [Location.](#)

A. The School Corporation shall operate two campuses. The Eagle Academy PCS at Congress Heights (“Congress Heights Campus”) shall be located at 3400 Wheeler Road, SE Washington, D.C. 20032, and the Eagle Academy at Capitol Riverfront (“Capitol Riverfront Campus”) (together, “the **School Properties**”) shall be located at 1017 New Jersey Avenue Southeast, Washington, D.C. 20003, through SY 2018-2019. Effective SY 2019-2020, the School Corporation will rename the Capitol Riverfront Campus to Eagle Academy PCS at Fairlawn (“Fairlawn Campus”), and shall be located at 2345 R Street SE, Washington, D.C.

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 and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has agreed to use DC’s city-wide common lottery, overseen by the Common Lottery Board, and comply with its rules and policies to ensure a random selection and open enrollment process. However, if at any time the School Corporation chooses not to

participate in DC's city-wide common lottery, it shall submit to DC PCSB, by August 1 of the school year in which the changes will take effect, a petition for charter revision pursuant to § 38-1802.04(c)(10) containing a description of its proposed random selection process. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

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

3.3 [Disciplinary Policies](#).

A. The School Corporation shall publish and implement its student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, and shall provide a copy of those policies and procedures to students and parents within the first ten business days of the beginning of the school year, and provide a copy to DC PCSB for its approval as part of the Annual Compliance Reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction and federal laws and regulations governing the discipline and placement of students with disabilities. However, the School Corporation agrees to provide DC PCSB with written notification 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, parents, and DC PCSB as part of the Annual Compliance Reporting. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide DC PCSB written notice of any material change to its complaint resolution process at least 45 days 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:

to adopt a name and a corporate seal, but only if the name selected includes the words “public charter school”;

to acquire real property for use as the public charter school’s facilities, from public or private sources;

to receive and disburse funds for public charter school purposes;

subject to § 38-1802.04(c)(1) of the Act, to secure appropriate insurance and to make contracts and leases, including agreements to procure or purchase services, equipment, and supplies;

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;

to solicit and accept any grants or gifts for public charter school purposes, if the public charter school:

(i) does not accept any grants or gifts subject to any condition contrary to law or contrary to its charter; and

(ii) maintains for financial reporting purposes separate accounts for grants or gifts;

to be responsible for the public charter school’s operation, including preparation of a budget and personnel matters; and

to sue and be sued in the public charter school’s own name.

3.6 [Accreditation.](#)

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

B. The School Corporation shall provide DC PCSB with a written notice of which approved accrediting agency the School Corporation has selected for any 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 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 parents of students currently attending the School, and the majority of whom shall be residents of the District of Columbia.

4.5 Authority. Pursuant to § 38-1802.05 of the Act, the Board of Trustees shall be fiduciaries of the school, shall set overall policy for the School, and may make final decisions on matters related 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 lawfully delegating decision-making authority to officers, employees, and agents of the School Corporation.

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.

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 (such contracts, “**Bid-Out Contracts**”), 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 Bid-Out 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 standard policies covering the risks and persons typically covered by such policies in other District charter schools. 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 maintain tax-exempt status from the federal government and the District of Columbia.

5.7 [Enrollment and Attendance Records](#).

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

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

5.8 [Board of 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 reasonably 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.

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 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 extent permitted by law, upon reasonable notice, 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 any review or access will not unreasonably interfere with the operation of the School and 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 the terms of the Act. If such renewal is granted by DC PCSB in accordance with the Act, DC PCSB and the School Corporation shall (i) renew this Agreement with amendments satisfactory to DC PCSB and the School Corporation, or (ii) enter into a substitute agreement satisfactory to DC PCSB and the School Corporation.

9.2 [Charter Revocation](#).

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

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

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

9.3 Termination. This Agreement shall terminate 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 9.2(C).

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 or the School Corporation 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) and 2.5 of this Agreement, except that **Attachments A, B, and E** require only DC PCSB approval, and not a public hearing, and except that nothing in this Agreement shall prevent the School Corporation from amending the employee handbook excerpt set forth in **Attachment E** without any approval so long as such amendment does not eliminate the at-will nature of employment. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

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

10.7 [No Third Party Beneficiary](#). Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement. “**Person**” shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts,

business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

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

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

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

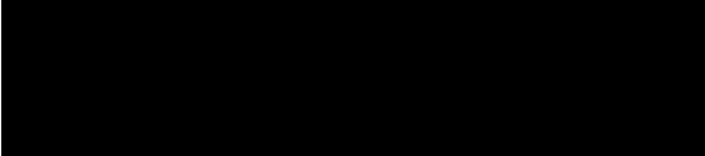
District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, DC 20010
Attention: Scott Pearson, Executive Director
Email: spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Eagle Academy PCS
100 M Street SE
6th Floor
Washington, DC 20024
Attention: Joe Smith
Email: jsmith@eagleacademypcs.org
Telephone: (202) 554-8505

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.

EAGLE ACADEMY PUBLIC CHARTER SCHOOL

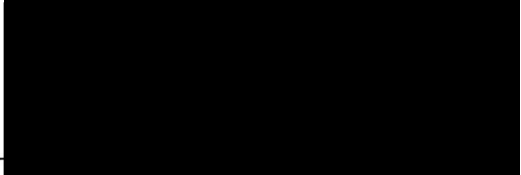


By: *Joel M. Smith*

Title: *CEO*

Date: *6/13/18*

**DISTRICT OF COLUMBIA PUBLIC CHARTER
SCHOOL BOARD**



By: Rick Cruz

Title: Board Chair

Date: 6/26/2018

ATTACHMENTS

ATTACHMENT A	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 Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Insurance Requirements
ATTACHMENT H	Key Personnel

ATTACHMENT A

Rules and Policies for Governance and Operation of School Corporation

Eagle Academy Public Charter School (Eagle PCS) Board of Trustees (Board) is the chief oversight body of the organization, with ultimate fiduciary responsibility for the school's charter. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Board accomplishes these goals and duties by direct oversight of the Chief Executive Officer (CEO) of Eagle PCS. The CEO is the chief executive officer of the Corporation and has such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation, including carrying into effect all directions and resolutions of the Board. All other officers of the corporation and employees report to the CEO. There is no management company engaged in the oversight of Eagle PCS. The Board, by resolution adopted by a Majority Vote, may appoint one or more committees, each of which shall consist of at least one Trustee, and all the members of which must be Trustees.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect Eagle PCS's interest when it is contemplating any transaction or arrangement which may benefit any former or current trustee, director, officer, key leader, employee, affiliate, or member of a committee with Board-delegated powers, a founder, or a family member of any of the individuals stated above; an entity in which any of the individuals above serves as a member of the board of directors or has a financial interest; or an entity identified as submitting a petition to establish Eagle PCS. Trustees and executive leadership of Eagle PCS will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest not already disclosed. Upon election to the Board, every Trustee shall sign a Conflict of Interest Policy Agreement. No Trustee may vote upon a matter coming before the Board in which the Trustee has a conflict of interest. Immediately upon becoming aware that such a conflict may exist, a Trustee must disclose the existence of the potential conflict to the Board. If a Board of Trustees member has a conflict of interest, then he/she must inform the Board of the conflict and its nature so that a decision as to whether that member may vote on the particular matter can be made.

The Board of Trustees, or designated Committee, will make conflict of interest decisions in compliance with local and federal laws and DC PCSB policies.

**ARTICLES OF INCORPORATION OF EAGLE
ACADEMY PUBLIC CHARTER SCHOOL
(Conformed as of January 7, 2016)**

FIRST: The name of the Corporation is Eagle Academy Public Charter School (the "Corporation").

SECOND: The period of duration of the corporation is perpetual.

THIRD: The Corporation is organized and shall be operated exclusively for educational and charitable purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended ("the Code"), including, without limitation, for the purpose of establishing and operating a Public Charter School.

In furtherance thereof, the Corporation may receive property by gift, devise or bequest, invest and reinvest the same, and apply the income and principal thereof, as the Board of Trustees may from time to time determine, either directly or through contributions to any charitable organization or organizations, exclusively for educational or charitable purposes, and engage in any lawful act or activity for which corporations may be organized under the District of Columbia Nonprofit Corporation Act.

In furtherance of its exclusively educational and charitable corporate purposes, the Corporation shall have all the general powers enumerated in §29-505 of the District of Columbia Nonprofit Corporation Act as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

FOURTH: The Corporation shall not have members.

FIFTH: The Board of Directors of the Corporation shall also serve as the Corporation's "Board of Trustees" as required by D.C. Code § 38-1802.05, and may be known as and called the "Board of Trustees," and the Directors may also be referred to as "trustees."

SIXTH: Provisions for the regulation of the internal affairs of the Corporation, including provisions for distribution of assets, dissolution or final liquidation, are as follows:

A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any trustee or officer of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof.

B. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise permitted by §501(h) of the Code, and in any corresponding laws of the District of Columbia), and the Corporation shall not participate in or intervene (including the publishing or distribution of statements concerning) any political campaign on behalf of (or in opposition to) any candidate for public office.

C. During such period, or periods, of time as the Corporation is treated as a "private foundation" pursuant to §509(a) of the Code, the trustees will distribute the Corporation's income at such time and in such manner so as not to subject the Corporation to tax under §4942 of the Code, and the Corporation will not engage in any act of self-dealing (as defined in §4941(d) of the Code), will not retain any excess business holdings (as defined in §14943(c) of the Code) which would subject the Corporation to tax under §4943 of the Code, will not make any investments or otherwise acquire assets in such manner so as to subject the Corporation to tax under §4944 of the Code, or retain any assets which would subject the Corporation to tax under §4944 of the Code if the trustees have acquired such assets, or make any taxable expenditures (as defined in §4945(d) of the Code).

D. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not directly or indirectly carry on any activity which would prevent it from obtaining exemption from Federal income taxation as a corporation described in §501(c)(3) of the Code or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation contributions to which are deductible under § 170(c)(2) of the Code.

E. The Corporation shall dissolve if the charter for the Corporation has been revoked, has not been renewed, or has been voluntarily relinquished; and any assets shall be distributed pursuant to a plan in accordance with the requirements of § 38-1802.13a of the Charter Act.

SEVENTH: The address, including street and number, of the initial registered office of the Corporation is 1725 Lyman Pl, NE, Washington DC 20002, and the name of its initial registered agent at such address is Cassandra S. Williams-Pinkney.

EIGHTH: The number of Trustees constituting the initial Board of Trustees is five, and the names and addresses including street and number, of the persons who are to as the initial Trustees until the first annual meeting or until their successors are elected and qualify are as follows:

Shonn Gillkes 4203 Fort Dupont Terrace, SE Washington, DC 20007

Davene White 2041 Georgia Avenue, NW Washington, DC 20060
Paul Baldassari 2929 M Street, NW Washington, DC 20007
Peg Mastal 1025 Connecticut Avenue, NW Washington, DC 20036
Cassandra
Williams-Pinkney 1725 Lyman Pl, NE Washington, DC 20002

NINTH: The name and address, including street and number, of each incorporator is as follows:

Cassandra
Williams-Pinkney 1725 Lyman Pl, NE Washington, DC 20002
Davene White 2041 Georgia Avenue, NW Washington, DC 20060
Paul Baldassari 2929 M Street, NW Washington, DC 20007

**AMENDED AND RESTATED BYLAWS
Of
EAGLE ACADEMY PUBLIC CHARTER SCHOOL
(A District of Columbia Nonprofit Corporation)**

Capitalized terms used in these Bylaws shall have the meanings assigned to them in these Bylaws unless otherwise expressly indicated. These Bylaws supersede any prior Bylaws of the Corporation in whatever form passed by the Board, and shall be the sole instrument governing the affairs of the Corporation.

Article I - General Provisions

Section 1.01. Operation in Compliance with Laws. Eagle Academy Public Charter School (the “Corporation”) shall operate in a manner consistent with the Charter granted to the Corporation (the “Charter”) pursuant to District of Columbia (“DC”) School Reform Act, D.C. Code § 38-1800.01 *et seq.* (the “Charter Act”), the Charter Act, the regulations of the DC Public Charter School Board (the “DCPCSB”) applicable to the Corporation, the Corporation’s Articles of Incorporation, the DC Nonprofit Corporations Act, D.C. Code § 29-401.01 *et seq.* (the “NPC Act”), and the requirements applicable to an IRS 501 (c)(3) entity. The Corporation shall have the duties and powers set forth in the Charter Act.

Section 1.02. Registered Office. The Corporation shall maintain a registered office within DC at such place as the Board may from time to time designate.

Section 1.03. Other Offices. The Corporation may maintain additional offices within or without DC as the Board may designate or as the Chief Executive Officer shall determine.

Article II - Board of Directors

Section 2.01. Power of Board. Except as otherwise provided in these Bylaws, all corporate powers shall be exercised under the authority of the Board of Directors of the Corporation (the “Board,” and each of its directors, a “Director”), and the activities and affairs of the Corporation shall be managed under the direction, and subject to the oversight, of the Board in accordance with these Bylaws. The Board shall also serve as the Corporation’s “Board of Trustees” as required by the Charter Act and the Charter, and may be known as and called the “Board of Trustees” even when acting as the Board, and the Directors may also be referred to as “trustees” (each such director, a “Trustee”); and the term of a Director as a Trustee shall be the same as, and start and end concurrently with the Director’s term as a Director. Persons eligible to become Directors include any teacher or staff member employed by the Corporation, any parent of any

student at any of the Corporation's schools, or any other natural person so long as such person meets the qualifications for Directors expressly set forth in these Bylaws.

Section 2.02. Number of Directors. The Board shall consist of at least three (3) but no more than fifteen (15) Directors, with the fixed number of directors always being an odd number. Non-voting *ex officio* directors shall not be counted towards the number of, and shall not be, deemed Directors. The Board shall consist of seven (7) Directors; provided, however, that the Board may increase or decrease its number by vote of at least two-thirds of the number of Directors then in office (such two-thirds vote, A 'Super-Majority Vote'), but not above or below the limits specified in the previous sentence.

Section 2.03. Residency Requirement. In accordance with the Charter Act, a majority of the Directors must reside in DC. In the event that a majority of the Directors no longer reside in the District of Columbia, the Chairman, or in the Chairman's absence, the Vice Chairman, or should both fail to do so, the Chief Executive Officer, shall as soon as practicable call a special meeting of the Board, at which the Board shall hear recommendations from the Chief Executive Officer as to which non-resident Directors should be removed from the Board to comply with the requirements of this Section 2.03, and at which the Board shall immediately remove, by a vote of a majority of those directors present at a meeting at which a greater of one-third the total number of Directors then in office or three Directors are present, not counting the Director(s) being considered for removal (who also may not vote on the matter of such Director's removal), sufficient non-resident Directors such that their replacement by persons residing in DC shall result in the Board complying with the requirements of this Section 2.03; provided, however, that non-resident Directors whose term of office expires in the then calendar year shall be so removed first. Should the Board fail at such meeting to so remove a sufficient number of Directors to meet the residency requirement, the Chief Executive Officer immediately after such meeting shall succeed to the power to effect the removals necessary to do so. The vacancies created by such removal(s) shall be filled in accordance with Section 2.05 of these Bylaws.

Section 2.04. Parent Directors. Two (2) of the total authorized number of Directors shall be parents or guardian representatives (the "Parent Directors") each of at least one child properly enrolled at one of the Corporation's charter public schools (an "Academy"). The Parent Directors shall be elected by majority vote of those Directors present in person or as otherwise permitted by these Bylaws at a meeting at which a quorum is present (such a majority vote at such a meeting at which a such a quorum is present, a "Majority Vote") from the slate of person(s) nominated by the Chief Executive Officer to serve as Parent Directors. Should the Board fail to so elect such Parent Directors at the meeting at which such slate of candidates is proposed, the Chief Executive Officer shall immediately after such meeting succeed to the power to appoint the parent Directors. Parent Directors while serving on the Board must have children properly enrolled in an Academy and must be residents of DC. Should either of the foregoing

conditions no longer be met by a Parent Director, the Parent Director shall be automatically removed and the replacement Parent Director elected or appointed in accordance with this Section 2.04.

Section 2.05. Election and Term of Directors. (a) The Chief Executive Officer, while serving as Chief Executive Officer, shall automatically be elected to and serve on the Board as an elected Director, and may only be removed pursuant to Section 2.07(e). All other Directors shall serve for terms of one year; provided, however that a Director shall continue to serve despite the expiration of such term until the Director's successor is elected (except as provided in the next sentence). Other than a Director who is also the Chief Executive Officer of the Corporation, a Director may not serve more than five consecutive years and a Director shall automatically be removed from the Board at the end of the Director's sixth such year. Directors may, but need not be officers or employees of the Corporation. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

(b) Replacements for Directors whose terms are expiring or have expired or whose position has otherwise become vacant, and Directors for directorships created by increasing the number of directors, shall be elected by Majority Vote from the slate of candidates provided to the Board by the Chief Executive Officer with the advice of and in consultation with the Board.

(c) The Corporation shall run background checks on each candidate proposed to be elected as a Director. No candidate may have a criminal record showing a conviction for a felony or a plea of no contest to a felony charge or shall have been charged with any conduct related to child abuse, domestic violence, sexual misconduct involving a minor, or criminal fraud.

(d) No Director shall receive any compensation for serving as a Director.

Section 2.06. Chairperson and Vice-Chairperson. The Board shall elect from among its Directors (other than the Director who is also the CEO), by Majority Vote, a Director to serve as chairperson of the Board (the "Chair"), whose duty it will be to preside at all meetings of the Board and assume such other duties as may be designated by the Board, and a Vice-Chair, to serve as Chair in the absence of the Chair and to assume such other duties as may be designated by the Chair. The Chair shall prepare the agenda for all meetings of the Board and provide them to the Secretary of the Corporation for distribution to the Directors not later than three (3) days prior to each Board meeting, preside at all meetings of the Board, coordinate the business and actions of the Board, and represent the Board at external meetings. The Chair and Vice-Chair shall serve until the earlier of the expiration of his or her term on the Board or until their replacements are elected by Majority Vote.

Section 2.07. Resignation and Removal of Directors. (a) Except as may otherwise be required by law, a Director, other than the Chief Executive Officer, may resign at any time for any or no reason by giving written notice to the Chair, the Board or the Chief Executive Officer. Such

resignation shall take effect at the time specified in the notice, or if not so specified, at the time such resignation is first submitted.

(b) A Director, other than the Chief Executive Officer, may be removed for any or no reason by a Majority Vote that includes the vote of the Chief Executive Officer, excluding the Director being considered for removal, who also shall not vote on the matter.

(c) A Director, other than the Chief Executive Officer may be removed for cause by a vote of a majority of those Directors then in office (an "Absolute Majority") that includes the vote of the Chief Executive Officer, excluding the Director being considered for removal, who also shall not vote on the matter. For purposes of this subsection (c), "cause" shall mean a Director's, as determined in the sole opinion of the Directors voting for such removal, with their being absolutely no recourse against the Corporation or any of its officers, employees, or Directors by the Director being removed as a result of such removal: (1) commission of fraud (including but not limited to any acts of embezzlement or misappropriation of funds) upon anyone; (2) material dereliction of fiduciary obligation; (3) being charged with or conviction of a felony or a criminal act involving moral turpitude, or entering a plea of guilty or nolo contendere to any such charge; or (4) a Director, in the sole opinion of the other Directors voting for such removal, having become mentally unable to perform the Director's duties, or, by reason of continuing to serve as a Director, in such opinion, potentially causing harm to the Corporation's condition, financial stability, or reputation.

(d) A Director, other than the Chief Executive Officer, who fails to attend two consecutive Board meetings is automatically removed from the Board, but the Board by an Absolute Majority may reinstate such Director but only at the next following meeting of the Board.

(e) Upon the removal of any officer or termination of any employee of the Corporation from the office or employment as the case may be, if such officer or employee is serving as a Director, the officer or employee shall then also be automatically removed as a Director and as a director of any affiliates of the Corporation. Upon the removal of the CEO as CEO of the Corporation, the CEO shall then also be automatically removed as a Director and as a director of any affiliates of the Corporation.

(f) Upon any vote of the Directors for which a tie occurs by reason of the number of Directors voting or then entitled to vote, the Chief Executive Officer shall have the tie-breaking vote.

Section 2.08. Meetings of the Board. (a) Regular meetings of the Board may be held on not less than five (5) days' prior written notice to all Directors at such time and place within DC as the Chair may determine from time to time, and the Board shall meet at least four (4) times in any 12-month period. All written notices to Directors required by these Bylaws may be given by facsimile or email, and each Director shall maintain in the records of the Board a working email address which the Director regularly checks. In addition, any two Directors or the Chief Executive Officer may call a special meeting of the Board upon not less than three (3) days' prior

written notice to all Directors. Notice of any regular or special meeting of the Board shall also be given to the Chief Executive Officer and the Chief Operating Officer, if any. The Board may decide, by Majority Vote, to hold any regular meeting of the Board outside the District of Columbia. The Board may establish by Absolute Majority reasonable and non-discriminatory rules of procedure governing the conduct of its and its committees' meetings.

(b) A Director may waive notice of a meeting by written waiver. A Director's attendance at any meeting shall constitute waiver of notice of such meeting, except where such attendance is solely for the purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

Section 2.09. Quorum and Action by the Board. Unless a greater proportion is required by law or elsewhere in these Bylaws or in the Articles of Incorporation of the Corporation, a majority of the number of Directors then in office shall constitute a quorum for the transaction of business at a meeting, and all acts of the Board shall require a Majority Vote.

Section 2.10. Remote Participations in Meetings. Any or all Directors may participate in a meeting of the Board or a committee of the Board by any means of communication through which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at the meeting. Meetings of the Board may be held entirely via teleconference or video conference.

Section 2.11. Action by Unanimous Consent. Any action required or permitted to be taken by the Board or any committee of the Board may be taken without a meeting if all Directors or all committee members of such committee consent in writing, which consent may be provided by email or facsimile, to the adoption of a resolution authorizing the action, and such consents are filed with the minutes of proceedings of the Board or the committee.

Section 2.12. Board Committees. The Board, by resolution adopted by a Majority Vote, may appoint one or more committees (a "Committee"), each of which shall consist of at least one Director, and all the members of which must be Directors, with such functions and duties as the Board resolves. A Committee may be given, and where given, exercise, the powers of the Board, provided, however, that a Committee may not (a) authorize distributions; (b) remove, elect or appoint Directors or officers or fill vacancies on the Board or on any of its committees; (c) adopt, amend, or repeal these Bylaws or the Corporation's Articles of Incorporation, or (d) undertake any action which pursuant to these Bylaws requires greater than a Majority Vote. The Board may appoint one or more Directors as alternate members of any Committee to replace any absent or disqualified Committee member during the member's absence or disqualification. Members of a Board committee may be removed, and committees may be disbanded, in the same manner that committees are appointed and its members are appointed.

Section 2.13. Advisory Committees. The Board may also elect or appoint such advisory committees (which may include individuals who are not Directors) as the Board may deem appropriate. Advisory committees shall not be a committee of the Board and shall not have authority to act on behalf of the Board or in any way to bind the Corporation to any contract or other obligation.

Article III - Officers

Section 3.01. Officers. (a) The Board, by Majority Vote, shall appoint the following officers of the Corporation: a Chief Executive Officer. Any one person may hold multiple officer positions.

(b) Retirement of Executive Director Officer Position. In memory of Cassandra Pinkney, co-founder and former Executive Director of the Corporation, the position of Executive Director is permanently retired so that Ms. Pinkney's spirit and vision shall always remain a part of the school.

(c) The Chief Executive Officer shall be the chief executive officer of the Corporation and shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation, including carrying into effect all directions and resolutions of the Board. The Chief Executive Officer may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the Corporation, may cause the seal to be affixed thereto, and may execute all other contracts and instruments for and in the name of the Corporation and otherwise bind the Corporation. The Chief Executive Officer shall report directly to the Board. The Chief Executive Officer shall have the power to employ, remove and suspend all agents, officers, and employees not appointed by the Board pursuant to these Bylaws, to determine the duties and responsibilities of such persons, to create such titles, including, without limitation, a Chief Operating Officer, Vice-Presidents and other officers, for such persons as the Chief Executive Officer may deem desirable to enable them to execute their duties and responsibilities, and to fix and change the compensation of such persons. The Chief Executive Officer may delegate the powers of the office to other officers or employees of the Corporation. The Chief Executive Officer shall report to the Board, and the Board shall manage the affairs of the Corporation through its oversight and supervision of the Chief Executive Officer, and not through oversight and supervision of any other officer or employee of the Corporation, all of whom shall be under the direct or indirect oversight and supervision of the Chief Executive Officer as set forth in these Bylaws.

(d) The Chief Financial Officer shall perform all the powers and duties of the office of the chief financial officer and in general have overall supervision of the financial operations of the Corporation, including acting as Treasurer for the Corporation, and including, without limitation, being responsible for all the funds and securities of the Corporation, the deposit of all moneys and other valuables to the credit of the Corporation in depositories of the Corporation, borrowings and compliance with the provisions of all indentures, agreements and instruments

governing such borrowings to which the Corporation is a party, and the disbursement of funds of the Corporation and the investment of its funds. The Chief Financial Officer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as may be designated by the Chief Executive Officer. The Chief Financial Officer shall report to and be subject to the direction of the Chief Executive Officer.

(e) The Secretary, with the assistance of an Assistant Secretary, if any, shall record and maintain records of all proceedings of the Board in books kept for that purpose and shall give such notices of meetings of the Board as are required by the Charter, these Bylaws or by law. The Secretary or Assistant Secretary shall also conduct, report and archive records of all Board meetings and all communiques that relate to Board business with external organizations. The Secretary shall have charge of the books, records and papers of the Corporation and shall see that the reports, statements and other documents required by law to be kept and filed are properly kept and filed; and, in general, shall perform all of the duties incident to the office of Secretary. The Secretary shall report to, be subject to the direction of, and be appointed by the Chief Executive Officer. In the absence of the Secretary and Assistant Secretary from any meeting of the Board, the person presiding at the meeting shall designate another person present to perform the duties of the Secretary.

(f) Subject to maintaining the Corporation's compliance with Section 1.01 of these Bylaws, the Chief Executive Officer shall only be required to obtain approval of the Board by Majority Vote for the following matters that are considered material to the Corporation, provided, however, that no such approval shall be required where approval was already given in an estimated budget approved by the Board: (i) the hiring of any employee whose annual base salary exceeds the then annual base salary of the Chief Executive Officer; (ii) any sale, lease, mortgage, pledge or other disposition of a material part of the Corporation's assets outside the ordinary course of business that would materially and adversely impact its ongoing operations; (iii) any actions outside the ordinary course of business of the Corporation that would be likely to have a material adverse effect on its ongoing operations; (iv) any single transaction or series of related transactions that commits or obligates the Corporation for more than 5% of its then annual budget; (v) any new borrowing or new financing by the Corporation (not counting amounts being refinanced) for amounts in excess of 5% of the Corporation's then annual budget; (vi) the purchase of any real property, or the lease of any real property requiring gross base rental payments of more than 2% of the Corporation's then annual budget in any one year; (vi) contracts or transactions as to which a conflict of interest as described in Section 5.05(a) of these Bylaws exists; and (vii) the annual estimated budget to be submitted to the DC Public Charter School Board.

Section 3.02. Term of Office and Removal. (a) Each officer shall hold office until his or her successor has been appointed and qualified or until such officer has been removed or resigned.

(b) Upon the vote of a Super-Majority, the Board may remove any officer appointed by the Board pursuant to these Bylaws whenever in its judgment the best interest of the Corporation

will be served thereby; provided, however, that removal of such officer shall be without prejudice to such officer's contractual employment-related rights, if any. The appointment of an officer shall not of itself create any contractual employment-related rights.

(c) Upon the termination of any officer's employment with the Corporation, the officer shall also then be automatically removed as an officer of the Corporation and of any of its affiliates.

Section 3.03. Compensation of Officers. Compensation and terms of employment for officers of the Corporation appointed by the Board shall be determined by Majority Vote or approved as part of the annual estimated budget.

Article IV - Indemnification

Section 4.01. Indemnification. To the fullest extent permitted by law, including the requirement to advance funds, the Corporation shall provide indemnification to (a) any present or former Director, (b) any present or former officer of the Corporation, to the same extent as if a Director as permitted by law, including, without limitation, the requirement to advance funds, and (c) any person who may have served at the Corporation's request as a Director or officer of another corporation; and any such indemnification shall be against any losses, damages, costs, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the individual so indemnified in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to which he or she may be or is made a party or part of by reason of being or having been such a Director or officer. The Corporation may, by resolution of the Board passed by a Majority Vote, indemnify, to the extent set forth in such resolution, any employee or former employee in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to which he or she may be or is made a party by reason of being or having been such an employee. Further, nothing herein contained shall be deemed to restrict the right of the Corporation to indemnify the directors, officers or any agents or employees of the Corporation in such cases as it deems appropriate even though not specifically provided for in this Article so long as such indemnification is permitted by the NPC Act. Notwithstanding anything to the contrary in these Bylaws, no Director, officer or employee shall be so indemnified by the Corporation with respect to any claim, etc., which is settled or compromised unless such settlement or compromise has been approved by the Board by Majority Vote.

Section 4.02. Not Exclusive. The indemnification provided by this Article shall not be deemed to exclude any other rights to which such Director, officer, or employee may be entitled under any statute, Bylaw, agreement, vote of the Board, or otherwise.

Section 4.03. Insurance. The Corporation shall carry reasonable insurance coverage, such reasonableness to be determined by Majority Vote, covering the acts and omissions of the Directors, officers, employees or agents

Section 4.04. Limitations. Notwithstanding the foregoing, in no case shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended ("the Code"). Further, if at any time the Corporation is deemed to be a private foundation within the meaning of § 509 of the Code then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in § 494 I(d) or § 4945(d), respectively, of the Code.

Article V - Miscellaneous

Section 5.01. Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each year or on such other date as the Board may determine.

Section 5.02. Corporate Seal. The corporate seal of the Corporation shall be in such form as the Board may determine.

Section 5.03. Checks, Notes and Contracts. The Chief Executive Officer shall have the power, including the power to delegate any such power to other officers or employees of the Corporation, on the Corporation's behalf, to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments; provided that no such contract or transaction shall be entered into by or on behalf of the Corporation if such contract or transaction is prohibited by law or would result in the denial of the tax exemption under either Section 503 or Section 507 of the Internal Revenue Code of 1986 and its regulations as they now exist or as they may be amended, from time to time; and provided, further, that the Chief Executive Officer alone may fully or partially take away such power from any such person.

Section 5.04. Funds of the Corporation. (a) Voluntary contributions to support the activities and programs of the Corporation shall be solicited and received in the name of the Corporation. The Board 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.

(b) The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board, without being restricted to the class of investments which a trustee is or may be permitted by law to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a

prohibited transaction or would result in the denial of the tax exemption under Section 503 or Section 507 of the Internal Revenue Code of 1986 and its Regulations as they now exist or as they may be amended, from time to time.

(c) If any provision of these Bylaws is inconsistent with a provision of the NPC Act, the Charter, the Charter Act or of the Articles of Incorporation, in order of priority, the provision of the Charter Act, the Charter, the NPC Act and the Articles of Incorporation, as the case may be, shall govern. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and all cases, rules and regulations thereunder. If any provision of these Bylaws is inconsistent with the requirements of said Section 501(c)(3), such be automatically deemed to be amended so as to be and to the extent required to be consistent with such requirements.

(d) No Director, officer, or employee of or member of a committee of or person connected with the Corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board; and no such person(s) shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. All members of the Board and officers of the Corporation shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, then remaining in the hands of the Board shall be distributed in such amounts as the Board may determine or as may be determined by a court of competent jurisdiction upon application of the Board, exclusively to charitable, religious, scientific, testing for public safety, literary, or educational organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 and its regulations as they now exist or as they may be amended, from time to time, and in accordance with the Corporation's Articles of Incorporation and these Bylaws.

Section 5.05. Conflicts. The Corporation shall at all times have a conflicts of interest policy consistent with applicable law (including the Fiscal Transparency Act).

Section 5.06. Loans to Directors and Officers. (a) The Corporation shall not lend money to or guarantee the obligation of a director or officer of the corporation.

(b) This section 5.06 shall not apply to: (1) an advance to pay reimbursable expenses reasonably expected to be incurred by a director or officer; (2) an advance to pay premiums on life insurance if the advance is secured by the cash value of the policy; (3) advances pursuant Article IV of these Bylaws; (4) loans or advances pursuant to employee benefit plans; (5) a loan secured by the principal residence of an officer; or (6) a loan to pay relocation expenses of an officer.

(c) The fact that a loan or guarantee is made in violation of this section shall not affect the borrower's liability on the loan.

Section 5.07. Books and Records. The Corporation shall keep, either electronically or in hard copy, at its registered or principal office in DC: (1) correct and complete books and records of account, and (2) minutes of the proceedings of the Board and any committee having any of the authority of the Board.

Section 5.08. Amendment of Articles and Bylaws. The Articles of the Corporation may be amended by a Supermajority Vote, and these Bylaws of the Corporation may be amended only by vote of at least three-quarters of the Directors then in office.

Section 5.09. Dissolution. The Corporation shall dissolve if the charter for the Corporation has been revoked, has not been renewed, or has been voluntarily relinquished, and any assets shall be distributed, pursuant to a plan in accordance with the requirements of § 38-1802.13a of the Charter Act.

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

Eagle Academy Public Charter School ("Eagle 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, Eagle 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, Eagle 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.

Eagle 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.

The school will maintain a health suite that accommodates a nurse from the DC Department of Health. Eagle PCS will provide required and appropriate health and safety training to its staff, including at least two staff members certified in administering medication, and annual CPR and First Aid trainings. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations by collecting completed Universal Health Certificates from students and will provide parents with information on such requirements.

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

Attachment D

Assurances to Maintain Accreditation

Eagle Academy Public Charter School acknowledges its obligation to 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 pursuant to D.C. Code § 38-1802.02(16).

Acknowledgment and Receipt

The employee handbook describes important information about Eagle Academy Public Charter School, and I understand that I should consult the Director of Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with Eagle Academy Public Charter School voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Eagle Academy Public Charter School can terminate the relationship "At-Will", with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the Chief Executive Officer of Eagle Academy Public Charter School or his/her appointed representative of the company, no manager, supervisor, or representative of Eagle Academy Public Charter School has any authority to make or enter into any employment agreement with a potential or existing employee. Only the Chief Executive Officer of the company has the authority to make any such agreement and then only in writing signed by the Chief Executive Officer and witnessed by the Director of Human Resources of Eagle Academy Public Charter School.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Eagle Academy Public Charter School. By briefing, distributing or publishing this handbook, the Company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Eagle Academy Public Charter School and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Chief Executive Officer or his/her appointed representative of Eagle Academy Public Charter School has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create; a promise or representation of continued employment and that employment at Eagle Academy Public Charter School is employment at-will, which may be terminated at the will of either Eagle Academy Public Charter School or myself.

I have been briefed and or received and directed to the published online handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

Attachment E

Relationship Between School and Employees

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

SEE ATTACHED PAGE FROM EMPLOYEE MANUAL

**Pre-Opening Visit Checklist (New Campus or Facility) –
Eagle Academy Public Charter School**

***This checklist is to be used by DC PCSB if the school opens an
additional campus or facility in the future.***

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
Leadership roles have been filled.	<ul style="list-style-type: none"> Organizational Chart with names Contracts, including position description 	

Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or ELL teachers.	<ul style="list-style-type: none"> Staffing plan Teacher roster 	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none"> Staff position descriptions 	
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"> Employee Handbook. * Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.) 	
There is documentation that background checks for all staff have been	<ul style="list-style-type: none"> Background check clearances* 	

completed (within the past two years)		
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 to classrooms at every grade level.	<ul style="list-style-type: none"> • Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening 	
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none"> • School calendar— 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 or related services, or evidence that services have been contracted 	

Students and Parents

Area of Review	Examples of	Notes/ Verification
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	Acceptable Documentation	
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 	
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 	

Operations

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Arrangements have been	<ul style="list-style-type: none"> • Food service contract 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
made for food service.	<ul style="list-style-type: none"> Record of Basic Business License (BBL) * 	
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) * 	

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 	
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 school hours, 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 is ready (or will be ready) to operate by the first day of 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
A Certificate of Occupancy is on file at the school.	<p style="text-align: center;">school</p> <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 are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> • Certificates of insurance on file at school with coverage in accordance with their charter. * 	
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:

Pre-Opening Visit Checklist (Relocation) – Eagle Academy Public Charter School

This checklist is to be used by DC PCSB if the school relocates in the future.

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

**Items should be uploaded into Epicenter*

Operations

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Arrangements have been made for food service.	<ul style="list-style-type: none"> • Food service contract • Record of Basic Business License (BBL) 	
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) * 	

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	<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
of students enrolled.		
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 school hours, 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 is ready (or will be ready) to operate by the first day of school 	
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building* 	
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> Certificates of insurance on file at school with coverage in accordance with their charter* 	

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

Insurance Requirements

Eagle Academy Public Charter School will carry insurance for the following areas in the minimum stated amounts:

Type	Amounts
General Liability	\$1,000,000/occurrence & \$2,000,000 aggregate
Umbrella Coverage	\$3,000,000
Directors and Officers Liability	\$1,000,000
Educators' Legal Liability	\$1,000,000
Property Lease Insurance	As contractually required by the lease but no less than \$500,000
Workers' Compensation	As required by law.
Boiler and Machinery Insurance	Not applicable.
Auto Liability	\$1,000,000
Computer/technology insurance	Replacement cost.

Attachment H
Key Personnel Positions

Chair of Board of Trustees

Chief Executive Officer

Chief Financial Officer

Chief Operating Officer

Special Education Director

Research, Innovation and Accountability Director (Data Manager)