

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

**GLOBAL CITIZENS PUBLIC CHARTER SCHOOL**

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## CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2021 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and GLOBAL CITIZENS PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

### RECITALS

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

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

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

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

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

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

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

### SECTION 1. ESTABLISHMENT OF SCHOOL

#### 1.1 [Charter](#).

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

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

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

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

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

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

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

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

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

**1.2** [Effective Date and Term](#). The Charter shall commence on the effective date of this Agreement and shall continue for a term of fifteen years unless renewed, revoked, or terminated in accordance with §§ 38-1802.12 and 1802.13 of the Act and Section 9 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: “To inspire and prepare the next generation of global citizens. We will do this by supporting students, ages 3-11, to reach their full academic and leadership potential in a nurturing learning environment. We will immerse them in the Mandarin and Spanish languages, promote the value of diversity, and equip them with the knowledge, skills, and mindsets they need to contribute to a better world.”

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

### **2.2** [Age-Grade](#).

**A.** Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in grades prekindergarten-3 (“PK3”) and prekindergarten-4 (“PK4”). In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic Year**” or “**School Year**” (“SY”) 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 five and serve 400 total students.

**SCHEDULE I. Maximum Enrollment Schedule**

<b>Grade</b>	<b>SY 2021-22</b>	<b>SY 2022-23</b>	<b>SY 2023-24</b>	<b>SY 2024-25</b>	<b>SY 2025-26</b>	<b>SY 2026-27</b>	<b>SY 2027-28 and Beyond</b>
PK3	50	50	50	50	50	50	50
PK4	50	50	50	50	50	50	50
K		50	50	50	50	50	50
1			50	50	50	50	50
2				50	50	50	50
3					50	50	50
4						50	50
5							50
<b>LEA Total</b>	<b>100</b>	<b>150</b>	<b>200</b>	<b>250</b>	<b>300</b>	<b>350</b>	<b>400</b>

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 through fifth grade programming the indicators 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). Nothing in this paragraph shall be construed to limit the ability of the School Corporation to submit a petition to DC PCSB for charter revision pursuant to § 38-1802.04(c)(10) to amend its goals and academic achievement expectations in accordance with Section 2.3(D) below.

(ii) The School Corporation currently operates one campus. If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated 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. Standard for charter review and renewal.** The School Corporation’s five-year charter review will occur in school year 2025-26; its ten-year charter review will occur in school year 2030-31; and its fifteen-year charter renewal will occur in school year 2035-36. The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

**Fifth-Year Charter Review:** At its fifth-year charter review, obtains an average PMF score for school years 2021-22, 2022-23, 2023-24, and 2024-25 equal to or exceeding 40%.

**Tenth-Year Charter Review:** At its tenth-year charter review, obtains an average PMF score for school years 2025-26, 2026-27, 2027-28, 2028-29, and 2029-30 equal to or exceeding 45%.

**Charter Renewal:** At its fifteen-year charter renewal, obtains an average PMF score for school years 2030-31, 2031-32, 2032-33, 2033-34, and 2034-35 equal to or exceeding 50%.

In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has met either or both of the following:

**Improvement Provision:** The School Corporation has demonstrated consistent improvement on overall PMF scores during the most recent three years of the review period.<sup>1</sup> In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

**Demonstrated Promise Provision:** At charter renewal, the school has earned a PMF score equal to or exceeding 50 in the most recent year of the PMF (the last year of the review period); OR the school’s rating<sup>2</sup> on OSSE’s School Transparency and Report (STAR) framework for the most recent year is a 3 or above.<sup>3</sup>

**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*

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<sup>1</sup> For any year within the review period that DC PCSB issues no PMF score or tier, this year will not be included in the improvement provision for purposes of determining “the most recent three years.”

<sup>2</sup> DC PCSB reserves the right to remove the STAR rating from consideration if material changes are made to the framework.

<sup>3</sup> By adopting this policy, the school confirms that it will allow DC PCSB to obtain and utilize embargoed STAR data from OSSE as early as possible to determine if this provision has been met. The school agrees to cooperate fully with DC PCSB and OSSE to facilitate DC PCSB’s access to and use of all STAR data, including embargoed or otherwise confidential data.

and no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

**E. 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 instruction in schools with prekindergarten programs. Additionally, the School Corporation shall annually select, administer, and report on literacy and math (and optional social-emotional) assessments for its students in pre-kindergarten through second grade, if applicable. The School Corporation shall only select early childhood assessments for the purposes of the PMF that have been approved by DC PCSB in the PMF Guide for the corresponding year. The School Corporation will certify annually, in accordance with the schedule and process to be determined by DC PCSB, which early childhood assessments it will administer each year for the purposes of the PMF. If a measure is not included in the School Corporation's PMF scoring according to the PMF Guide for the corresponding year, it will be displayed on the School's Score Card(s) as an un-tiered measure in that year. If the School Corporation fails to administer the previously certified early childhood assessment(s) for the purposes of the PMF for the corresponding year or fails to certify any such assessments, it will receive a score of zero on the corresponding measures on the School's Score Card(s) for that year.

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

**2.5 Students with Disabilities.**

**A.** The School Corporation shall provide services and accommodations to students with disabilities in accordance with 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 shall be located at 4095 Minnesota Avenue, NE, Washington, DC 20019 (the "**School Property**"). DC PCSB reserves the right to delay or prohibit the School's opening until the School Corporation has satisfied each of the pre-opening items listed in DC PCSB's most recent site visit checklist at least one month prior to the first day of the School's first Academic Year. A copy of the information submitted to DC PCSB pursuant to this paragraph shall be kept on file at the School.

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

**C.** The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation. Such a request for approval shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition or subsequent amendment. DC PCSB reserves the right to delay or prohibit the School's opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in DC PCSB's most recent site visit checklist, which should be completed at least one month prior to the first day of the School's operation at the new School Property.

### **3.2** [Enrollment.](#)

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

**B.** If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process 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 My School DC 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 My School DC, 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 implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, and shall

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

**3.5** [Operational Control](#).

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

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

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

(viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and

(ix) to sue and be sued in the public charter school's own name.

### **3.6** [Accreditation](#).

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

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

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

## **SECTION 4. GOVERNANCE**

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

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

### **4.3** [Governance](#).

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

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

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

**4.5** [Authority](#). Pursuant to § 38-1802.05 of the Act, the Board of Trustees shall have the final decision-making authority for all matters relating to the operation of the School, consistent with this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Trustees from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Trustees shall (i) set the overall policy for the School, (ii) be responsible for

overseeing the academic and fiscal integrity of the School, and (iii) assure the School's compliance with this Agreement and the Act.

## SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

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

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

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

**5.4** Contracts.

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

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

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

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

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

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

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

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

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

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

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

**5.5 Insurance.** The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment F**. All insurance companies shall be authorized to do business in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. As part of the Annual Compliance Reporting, the Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary (see **Attachment F**), 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 F**.

**5.6** [Tax-Exempt Status](#). The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia by the time of the effective date of this Agreement and shall maintain such tax-exempt status.

**5.7** [Enrollment and Attendance Records](#).

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

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

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

## **SECTION 6. PERSONNEL**

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

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

## **SECTION 7. REPORTING REQUIREMENTS**

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

**7.2** [Audited Financial Statements](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall deliver to DC PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an

approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act, and prepared in accordance with GAAP, government auditing standards for financial audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB.

**7.3** [Interim Financial Reports](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2021. "**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 G** (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 School Corporation's property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that DC PCSB may from time to time request, and produce copies of the same, and shall cooperate with DC PCSB, its officers, employees, or agents, including allowing site visits as DC PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent

with § 38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School 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 if the School fails to begin operations by September 1, 2021, 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 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), except that **Attachments A, B, and E** require only DC PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

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

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

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

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

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

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

If to DC PCSB:

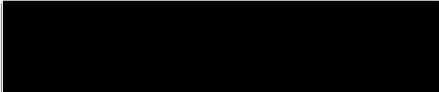
District of Columbia Public Charter School Board  
3333 14<sup>th</sup> St., NW; Suite 210  
Washington, DC 20010  
Attention: Michelle J. Walker-Davis, Executive Director  
Email: [mwalkerdavis@dcpcsb.org](mailto:mwalkerdavis@dcpcsb.org)  
Telephone: (202) 328-2660

If to the School Corporation:

Global Citizens Public Charter School  
4095 Minnesota Avenue, NE  
Washington, DC 20019  
Attention: Natalie Smith, Head of School/CEO  
Email: [natalie@globalcitizensschool.org](mailto:natalie@globalcitizensschool.org)  
Telephone: (202) 262-2341

**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.

**GLOBAL CITIZENS PUBLIC CHARTER SCHOOL**

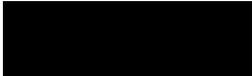


\_\_\_\_\_  
By: Taura Smalls

Title: Board Chair

Date: March 31, 2021

**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**



\_\_\_\_\_  
By: Rick Cruz Title:

Board Chair

Date: 06/21/2021

**ATTACHMENTS**

ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Key Personnel

## **ATTACHMENT A**

### **Rules and Policies for Governance and Operation of School Corporation**

Global Citizens Public Charter School's Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Head of School will provide overall leadership for the organization, while the Director of Operations will oversee all school functions related to non-academic operations, human resources, extended learning, and finance, allowing the principal to focus on instruction. The Board of Trustees will provide fiduciary oversight, as well as select, support, and evaluate and directly supervise the Head of School. There is no management organization involved in the operation of Global Citizens Public Charter School.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect Global Citizens Public Charter School's interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, member of a committee with Board-delegated powers, or other individual designated by law. Trustees and executive leadership of Global Citizens Public Charter School will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest.

If a Board of Trustees member has a conflict of interest, then they must declare this conflict so that a decision as to whether that member may vote on the particular matter can be made.

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

**BY-LAWS**  
**OF**  
**GLOBAL CITIZENS PUBLIC CHARTER SCHOOL**

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**ARTICLE I**  
**PURPOSES, OPERATION**

1.1. Purposes. The purposes of Global Citizens Public Charter School (the “Corporation”) shall be as set forth in the Corporation’s Articles of Incorporation.

1.2. Mission and Vision. The Corporation may adopt a mission statement and a vision statement consistent with its stated charitable purposes and charter agreement.

1.3. Restrictions. The activities of the Corporation shall be limited to the exclusive purposes permitted for tax-exempt status under Internal Revenue Code Section 501(c)(3).

**ARTICLE II**  
**OFFICES**

2.1. Principal Office. The principal office of the Corporation shall be located in the District of Columbia. The Corporation may have such other offices, either within or without the District of Columbia, as the Board may designate from time to time.

2.2. Registered Office. The registered office of the Corporation may be, but need not be, identical with the Corporation’s principal office in the District of Columbia, and the Corporation’s Board of Trustees (the “Board of Trustees” or “Board”, with each member a “Trustee”) may from time to time change the address of the registered office to any location within the District of Columbia.

**ARTICLE III**  
**MEMBERS**

The Corporation shall have no members.

**ARTICLE IV**  
**BOARD OF TRUSTEES**

4.1. General Powers and Responsibilities. The affairs of the Corporation shall be managed by the Board. The Board shall have control over the property, funds and affairs of the Corporation. The Board shall also exercise all of the powers and authorities granted to the Corporation by law, and shall exercise those powers and authorities solely in accordance with the purposes for which the Corporation is organized. The Board of Trustees’ duties and responsibilities include, but are not limited to:

- (a) Approval of the purchase, sale, or lease of real property by the Corporation;
- (b) Approval to pledge, assign, or create liens on or security interests in the real or personal property of the Corporation;

- (c) Supervisory oversight of personnel actions (including hiring, discipline and dismissal, subject to Trustee recusal for any actions involving such Trustee);
- (d) Approval of all changes to the charter agreement to be submitted in accordance with applicable law;
- (e) Participation, as necessary, in dispute resolution for the Corporation;
- (f) Monitoring the performance of the school operated by the Corporation and taking necessary actions to ensure that the school remains true to the Corporation's mission and charter;
- (g) Monitoring the fiscal solvency of the Corporation;
- (h) Participating in and monitoring, as necessary, any fiscal audits of the Corporation;
- (i) Participating in any training for Trustees regarding governance matters, strategic planning, or other corporate matters; and
- (j) Increasing public awareness of the Corporation's activities.

4.2. Number, Qualification, Tenure, Manner of Election and Qualifications.

(a) *Number.* The Board shall have an odd number of voting Trustees comprised of at least three (3), but no more than fifteen (15) Trustees. Three (3) initial voting Trustees ("Initial Trustees") shall be appointed by the incorporator of the Corporation. A majority of the Trustees shall be residents of the District of Columbia. If and when the Corporation commences operating a public charter school in the District of Columbia, the Board shall appoint two (2) parents who reside in the District of Columbia to serve as additional Trustees (the "Parent Trustees") serving alongside the Initial Trustees. At least two (2) Parent Trustees shall remain on the Board of Trustees so long as the Corporation operates a public charter school in the District of Columbia. The Founder of the Corporation ("Founder") shall be a Trustee and maintain a voting membership on the Board holding no more than one committee chair position. The Founder shall be a Trustee and maintain a voting membership on the Board holding no more than one committee chair position. The Founder shall be subject to the same applicable rules and requirements as other Trustees, including abstention from voting on any matters in which a conflict of interest exists.

(b) *Elections.* Except for the Founder and the Initial Trustees appointed by the incorporator of the Corporation and the Parent Trustees appointed by the Board, Trustees shall be elected annually by the Board.

(c) *Terms.* At the first meeting of the Board, the Initial Trustees of the Corporation shall each be assigned a three (3) year initial term. Upon the appointment of Trustees (including Parent Trustees), Trustees shall each be assigned a three (3) year initial term. Trustees shall take office immediately following the close of the annual meeting at which they were elected. Each Trustee shall serve for the term to which he or she is elected until his or her successor has been elected, or until his or her death, or until he or she shall resign or shall have been removed in the manner provided in Section 4.8. No Elected Trustee shall serve more than four (4) consecutive terms, unless approved by the Board. Trustees also may serve staggered terms, in order to help to balance continuity with new perspective. If the terms of Elected Trustees are staggered, the terms shall be fixed, so that the terms of one third (1/3) of such Trustees (as nearly as possible) expire at the close of each year.

(d) *Qualifications.* A majority of Trustees must be residents of the District of Columbia. In considering a potential Trustee, the following factors about a person may be considered, plus any other lawful factors deemed relevant: experience working with charter schools; real estate expertise; legal expertise; financial expertise; fundraising ability; significant involvement in communities served by the Corporation; subject and professional development knowledge in literacy, math, Spanish or Mandarin; and, for potential Parent Trustees, a capacity to take a leadership role in the governance of the Corporation.

4.3. Meetings.

(a) *Regular and Annual Meetings.* The Board may provide, by resolution, the time and place for the holding of regular meetings, including the annual meeting. The Board shall meet no less than four (4) times per full calendar year, as prorated for partial years. The Board shall designate one regular meeting each year to be the annual meeting, at which the Board may elect Trustees and conduct such other business as may come before the Board.

(b) *Special Meetings.* Special meetings of the Board may be called by or at the request of the Chair or Vice Chair of the Board of Trustees, or any two Trustees upon notice given as provided in Section 4.5. The person or persons calling such meetings may fix any time or place for holding any special meeting of the Board called by them in accordance with the Open Meetings Act (“OMA”).

(c) *Access.* Trustees may attend and participate in meetings by electronic means as provided in Section 4.4, below.

4.4. Electronic Meetings. The Trustees of the Corporation may participate in meetings of the Board by, or such meetings may be conducted through the use of telephone, instant messaging, video-conference, or any other means of communication by which any of the following occurs:

(a) All participants may simultaneously hear or read each other’s communications during the meeting, or

(b) All communication during the meeting is immediately transmitted to each participant and each participant is able to immediately send messages to all other participants.

A Trustee participating in a meeting by any means authorized in this Section 4.4 shall be deemed to be present in person at the meeting.

4.5. Notice.

(a) *Notice to Board of Trustees.* Except as otherwise provided by law, whenever notice of any meeting or other item must be given to Trustees, such notice shall be given at least five (5) calendar days in advance of the meeting or item requiring notice in writing and hand delivered, mailed postage prepaid, sent by email or facsimile, or sent by Federal Express or other commercial courier service, fees prepaid, to such address as the Trustee may have from time to time specified by written notice to the Secretary of the Corporation or, in the absence of any such specification, at such address of such Trustee as may be determined with reasonable diligence. Hand-delivered notices and notices sent by email or facsimile shall be deemed given on the day they are so delivered or sent. Notices given by mail or by courier delivery shall be deemed given two (2) business days after they are deposited in the mail or delivered to the courier service, as the case may be. Trustees may waive notice of any meeting pursuant to Section 12.1. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

(b) *Public Notice.* The Board of Trustees shall post the annual schedule of Board meetings on the Global Citizens website and keep it up to date. The Board of Trustees shall also post the annual schedule physically at the school, in a location readily accessible to the public. The Board of Trustees calling a meeting that includes a quorum of board members must post notification of that meeting no less than 48 hours or two (2) business days (whichever is greater) physically at the school, in a location readily accessible to the public, and online on Global Citizens' website, [www.globalcitizensschool.org](http://www.globalcitizensschool.org). The meeting notice will include the date, time, location (which may be a virtual platform), and planned agenda. For closed sessions, the public notice shall include a closed session statement, the OMA exception citation, and a brief description of the matter. For emergency meetings, the public shall be notified when the Board of Trustees is notified.

4.6. Quorum. Except as otherwise provided by applicable law, a majority of the Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board, but such quorum shall never be less than two (2) Trustees. If less than such quorum is present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

4.7. Manner of Acting. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by these By-Laws or by law.

4.8. Removal and Resignation of Trustee. Any Trustee may be removed from office with or without cause by the affirmative vote of two-thirds (2/3) of the Trustees then in office who are present and voting at a meeting of the Board at which a quorum is present. A Trustee may resign from the Board at any time by delivering a written notification of resignation to the Board of Trustees or the Chair of the Board of Trustees of the Corporation, which shall be effective as of the date that such notice is received by the Board of Trustees or the Chair of the Board of Trustees or as of such other date as may be specified in such notice, as applicable.

4.9. Vacancies. Any vacancy occurring in the Board may be filled by the Board.

4.10. Compensation. Trustees of the Corporation may serve without compensation. However, Trustees may receive reasonable compensation for services rendered as an employee or contractor of the Corporation which are necessary to carry out the exempt purposes of the Corporation, so long as such compensation is authorized by the Board. Any engagement of a Trustee to provide services to the Corporation shall be in compliance with the Conflict of Interest Policy of the Corporation. The Conflict of Interest Policy may be amended by the Board from time to time. In addition, Trustees may receive reimbursement for reasonable expenses incurred in connection with Corporation matters if such reimbursement is not excessive and is authorized by the Board.

4.11. Presumption of Assent. A Trustee who is present at a meeting of the Board at which action is taken on any matter shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent in the manner specified for the giving of notices in Section 4.5 to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

4.12. Informal Action. Any action required to be taken at a meeting of the Board, or any other action which may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by all of the Trustees then serving on the Board, provided all Trustees receive notice of the text of the written consent and of its effective date and time. Any such consent signed by all of the Trustees has the same effect as a vote by such Trustees taken at a duly convened meeting of the Board at which a quorum is present. If a written action is taken by less than all Trustees pursuant to this Section 4.12, notice will be provided to all Trustees of the text of the written consent and of its effective date and time, except that failure to provide such notice does not invalidate the action taken by the written consent. For purposes of this Section 4.12, "in writing" includes a communication that is transmitted or received by electronic means, and "signed" includes an electronic signature.

## **ARTICLE V OFFICERS**

5.1. Principal Officers. The principal Officers of the Corporation (“Officers”) shall be a Chair, a Vice Chair, a Secretary, a Treasurer, and a Chief Executive Officer, each of whom shall be elected by the Board pursuant to these By-Laws (except for the initial Chief Executive Officer, Secretary and Treasurer of the Corporation). Such other Officers and assistant Officers as may be deemed necessary may be elected or appointed by the Board. Any two (2) or more offices may be held by the same person, except the offices of Chair, Secretary, and Treasurer.

5.2. Election and Terms of Office. The Board of Trustees shall elect the Chair, Vice Chair, Secretary, Treasurer, and any other officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or a Special Meeting called for that purpose, except that officers appointed to fill vacancies shall be elected as vacancies occur. Once elected, each Officer shall hold office until his or her successor shall have been elected by the Board of Trustees or until his or her death or until he or she shall resign or shall have been removed as provided in Section 5.3 or for such term as the Board of Trustees considers appropriate.

5.3. Removal and Resignation of Officer. Any Officer may be removed from office, either with or without cause, by the affirmative vote of a majority of Trustees then in office. An Officer may resign at any time by delivering a written resignation to the Board of Trustees or the Chair of the Board of Trustees, which shall be effective as of the date that such notice is received by the Board of Trustees or the Chair of the Board of Trustees or as of such other date as may be specified in such notice, as applicable.

5.4. Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Trustees, by action at any regular or special meeting of the Board or by unanimous written consent of the Board.

5.5. Chair. The Chair shall be the chief presiding officer of the Board of Trustees and shall perform all acts and execute all documents to make effective the actions of the Board of Trustees. The Chair shall also perform such other duties as may be assigned to him or her from time to time by the Board of Trustees. The Chair shall preside at all meetings of the Board of Trustees. The Chair is an ex-officio member of all standing committees of the Board of Trustees.

5.6. Vice Chair. The Vice Chair shall have such power and perform such duties as may be assigned by the Chair or the Board of Trustees. The Vice Chair shall in the absence or disability of the Chair or at the Chair’s request, perform the duties and exercise the powers of the Chair.

5.7. Secretary. The Secretary (or an Assistant Secretary if requested by the Board of Trustees) shall: (a) keep any minutes of the Board of Trustees’ meetings in one or more books provided for that purpose; (b) see that all notices are duly given by law; (c) serve as custodian of the corporate books and records of the Corporation; and (d) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board of Trustees or by the Chair of the Board of Trustees. The Secretary shall perform such other duties and have such other powers as the Board of Trustees may from time to time prescribe.

5.8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds, securities, and financial records of the Corporation; (b) shall render to the Board of Trustees, and to the Chair upon request, a statement of the financial condition of the Corporation and of all his or her transactions as Treasurer; (c) shall ensure that an annual financial statement audit is conducted; and (d) in

general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Trustees or by the Chair of the Board of Trustees. The Treasurer shall send or cause to be given to the Board of Trustees any financial statements or reports that are required or requested to be made by law, by these By-Laws, or by the Board of Trustees.

5.9. Chief Executive Officer. The Chief Executive Officer (“CEO”) shall be the Corporation’s chief administrator and consistent with the policies established by the Board of Trustees, shall be responsible for the daily operations of the Corporation, the hiring of teachers and other school personnel, the admission of students, and the development of the curriculum. The CEO shall be a non-voting member of the Board and of all standing committees of the Board, except that a CEO who is also the Founder shall be a voting member, subject to the limitations in Section 4.2. If the CEO is temporarily absent from the Corporation, but is able and available to act, he or she may in consultation with the Chair of the Board of Trustees designate someone on the staff or faculty to respond to issues on the campus on behalf of the CEO. The Board shall, in the absence or disability of the CEO, appoint an Acting CEO to perform the duties and exercise the powers of the CEO and to perform such additional duties as the Board of Trustees shall decide. Except as otherwise provided by law or by written contract with the CEO, the CEO may be removed with or without cause at any time upon recommendation by two-thirds (2/3) majority of the Trustees then in office. The CEO shall be paid such salary as shall be fixed for such period or periods as deemed in the best interests of the Corporation by the Board of Trustees.

5.10. Compensation of Officers. Officers of the Corporation shall serve without compensation. However, Officers may receive reasonable compensation for services rendered as an employee or contractor of the Corporation which are necessary to carry out the exempt purposes of the Corporation, so long as such compensation is authorized by the Board of Trustees. Any engagement of an Officer to provide services to the Corporation shall be in compliance with the Conflict of Interest Policy. In addition, Officers may receive reimbursement for reasonable expenses incurred in connection with Corporation matters if such reimbursement is not excessive and is authorized by the Board of Trustees.

## **ARTICLE VI COMMITTEES OF THE BOARD OF TRUSTEES**

6.1. Committees, Generally. All matters to come before the Board of Trustees shall be considered first by the appropriate committee. Any problem, concern, grievance, or other matter referred to a committee shall be considered by such committee which shall consult with such interested parties as the committee deems appropriate. A committee to which any matter has been referred shall report on such matter to the Board of Trustees and, to the extent appropriate, make recommendations with respect thereto. Except as specifically provided by the Board of Trustees, each committee’s powers are advisory to the Board of Trustees. Committees shall keep regular minutes of their proceedings, cause them to be filed with the corporate records, and report the same to the Board of Trustees. Each committee shall make such reports to the Board of Trustees of its activities as the Board of Trustees may request. The designation of a committee or committees and the delegation thereto of any Board authority will not operate to relieve the Board of Trustees, or any member thereof, of any responsibility imposed upon it or him or her by law. Committee members shall not have the power to: (1) authorize distributions; (2) fill vacancies on the Board of Trustees or Committees of the Board; and (3) adopt, amend, or repeal By-Laws.

6.2. Standing Committees. The Board of Trustees shall establish and maintain the following “Standing Committees”: Governance Committee, Finance Committee, and Academic Committee.

6.3. Ad Hoc Committees. The Board of Trustees may from time to time establish one or more “Ad Hoc Committees” with such names, powers, and functions as may be determined from time to time by the Board of Trustees.

6.4. Committee Members. New members of committees shall be elected annually by the Board of Trustees by majority vote. Vacancies in the membership of any committee shall be subject to full board approval. Unless otherwise provided in these Bylaws, the membership of committees shall not be restricted to Trustees; membership may be drawn from the administration, faculty, parent body and community at large, as appropriate, but a minimum of three (3) Trustees must sit on each committee. Except as otherwise provided in these Bylaws or by the Board of Trustees, the Chair of each committee shall be chosen by the Chair of the Board of Trustees from among the Trustee members of the committee.

6.5. Governance Committee. The Governance Committee shall oversee the work of the Board, including compliance with these By-Laws, funders, and DC charter school law. The Governance Committee shall be responsible for periodically revisiting the By-Laws and recommending appropriate changes for vote by the Board of Trustees. The Governance Committee develops, as necessary, a process for leadership succession; evaluates and makes recommendations about the role, responsibilities, and expectations of the CEO as well as his or her compensation and terms of employment; evaluates and makes recommendations about the roles and responsibilities of the Board of Trustees; reviews governance policy and practice; and evaluates and makes recommendations about the Board of Trustees’ composition, organization, and committee structure. The Governance Committee is responsible for regular strategic planning and leads planning efforts related to growth and/or expansion. The Governance Committee shall plan the Board’s annual self-evaluation and evaluate the ability of the Board of Trustees and its members in terms of specific skills, interests, and diversity. The Governance Committee shall also canvas the community at large for potential candidates for vacancies on the Board of Trustees. The Governance Committee shall interview potential candidates, guide them through the application process, and make recommendations to the Board of Trustees with respect to various candidates and, in appropriate circumstances, the creation of additional positions for Elected Trustees. The Governance Committee shall be responsible for presenting a slate of candidates for election as new members and officers of the Board of Trustees, and orients newly chosen Trustees yearly.

6.6. Finance Committee. The Treasurer shall be the Chair of the Finance Committee. The Finance Committee shall be responsible for strategic financial and facilities planning. It also oversees the preparation of budgets, financial reports, and is responsible for supervising the management of the Corporation’s finances, including notifying the Board of Trustees of deviations from the approved budget. The Finance Committee shall review, prioritize, and recommend budgetary and other actions in order to maintain and enhance all facilities, including purchases, additions, upgrades, and maintenance and may delegate this responsibility to an ad-hoc facilities sub-committee as needed. The Finance Committee shall be responsible for recommending to the Board the engagement of independent external auditors and the evaluation of the performance of such auditors. The Finance Committee shall review, analyze, and recommend for approval the annual financial statement audit, delegating the responsibility to a separate audit committee as applicable. On a periodic basis, the Committee shall review investment policies, objectives, and performance, as well as policies related to insurance, employee compensation and benefits, and other business operations.

6.7. Academic Committee. The Academic Committee shall be responsible for evaluating whether the Corporation is adhering to its Charter and achieving its mission and goals. The Academic Committee shall work with the CEO to define excellent school performance, set annual goals, and monitor student progress against rigorous academic standards. The Academic Committee shall

occasionally meet with instructional staff to analyze assessment data. The Academic Committee shall provide regular reports to the Board of Trustees, including evaluating student achievement.

## **ARTICLE VII POLICIES**

7.1. Conflict of Interest Policy. The Board shall adopt a conflict of interest policy upon such terms and conditions as the Board from time to time considers appropriate (the “Conflict of Interest Policy”).

7.2. Non-Discrimination Policy. The Board shall adopt a non-discrimination policy upon such terms and conditions as the Board from time to time considers appropriate (the “Non-Discrimination Policy”).

7.3. Other Policies. The Board may adopt other policies and procedures for the Corporation as consistent with the Articles of Incorporation, these By-Laws, and the Corporation’s charter agreement.

## **ARTICLE VIII INDEMNIFICATION**

8.1. Statutory Mandatory Indemnification. The Corporation shall indemnify its Trustees and Officers against any and all liabilities in a manner consistent with Title 29, Chapter 4, as amended of the District of Columbia Code, and advance any and all reasonable expenses, incurred by them in any proceeding to which any Trustee or Officer is a party because such Trustee or Officer is a Trustee or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents acting within the scope of their duties as such to the same extent as Trustees or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such person may be entitled under any written agreement, Board resolution, or otherwise.

8.2. Additional Indemnification.

(a) The Corporation may also indemnify a Trustee, Officer or employee who is a party to a proceeding because he or she is or was a Trustee, Officer or employee against liability incurred in the proceeding if the individual: (1) acted in good faith; (2) reasonably believed: (A) in the case of conduct in an official capacity, that the conduct was in the best interests of the Corporation; and (B) in all other cases, that the individual’s conduct was at least not opposed to the best interests of the Corporation; and (3) in the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful;

(b) Any such determination shall be made in accordance with the District of Columbia Code (1) by a majority vote of the Disinterested Trustees, a majority of whom will constitute a quorum for that purpose; (2) by a majority of the members of a committee of two or more Disinterested Trustees appointed by such a vote; (3) if there are no Disinterested Trustees, by special legal counsel selected in the manner prescribed in the District of Columbia Code, provided that the special legal counsel determines that indemnification is permissible because the officer or Trustee has met the relevant standard of conduct in these By-Laws and the District of Columbia Code; or (4) by a court of competent jurisdiction.

(c) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent is not, in itself, determinative that the officer, Trustee or employee did not meet the standard of conduct contained in this Section 8.2.

(d) Unless ordered by a court of competent jurisdiction, the Corporation may not indemnify a Trustee, Officer or employee if such indemnification is otherwise prohibited by law.

(e) With respect to any matter disposed of by a settlement or compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such settlement or compromise payment is approved (1) by a majority vote of the Disinterested Trustees, a majority of whom will constitute a quorum for that purpose; (2) by a majority of the members of a committee of two or more Disinterested Trustees appointed by such a vote; (3) if there are no Disinterested Trustees, by the special legal counsel selected in the manner prescribed in the District of Columbia Code, provided that the special legal counsel determines that indemnification is permissible because the Trustee, Officer or employee has met the relevant standard of conduct in these By-Laws and the District of Columbia Code; or (4) by a court of competent jurisdiction.

8.3. Advancement of Expenses. The Corporation may advance funds to pay for or reimburse the reasonable expenses incurred by an individual who is a party to a proceeding because he or she was a Trustee or Officer if the individual delivers to the Corporation (1) a written statement signed by the individual setting forth his or her good faith belief that he or she has met the relevant standard of conduct described in these By-Laws and the District of Columbia Code and (2) an undertaking in the form of an unlimited general obligation to repay any funds advanced if the individual is not entitled to indemnification under these By-Laws or mandatory indemnification under the District of Columbia Code. Such authorization shall be conducted in the same manner as specified in Section 8.2(b).

8.4. Selection of Counsel. The Corporation shall have the right to select attorneys and to approve any legal expenses incurred in connection with any suit, action or proceeding to which this indemnification applies. Unless the Corporation waives such right, the Corporation shall not be required to indemnify any Trustee, Officer or employee for expenses of counsel not selected by the Corporation.

8.5. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of any other provision of this Article VIII or of these By-Laws.

8.6. Non-Exclusive Right. The indemnification provided by these By-Laws shall not be deemed exclusive of any other rights which a Trustee, Officer or employee may have under any agreement with the Corporation or otherwise.

8.7. Definitions. For purposes of this Article VIII the terms, "Disinterested Trustee," "Trustee," and "Officer" shall have such meanings as provided in the District of Columbia Code.

8.8. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer or employee of the Corporation, or is or was serving at the request of the Corporation as a Trustee, Officer, or employee of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VIII.

**ARTICLE IX  
MANAGEMENT, EMPLOYEES**

The Board of Trustees shall directly supervise the CEO. The Board shall hold the CEO accountable for the school leadership and staff under his or her management. The Board shall work with the CEO to set goals for the Organization and shall evaluate the performance of the CEO and the Corporation based on the progress made towards achieving those goals.

**ARTICLE X  
CONTRACTS, CHECKS, DEPOSITS, GIFTS, REPORTS AND STATEMENTS**

10.1. Contracts. The Board may authorize any Officer or Officers, agent or agents of the Corporation, in addition to the Officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable monetarily for any purpose or in any amount.

10.2. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as is from time to time determined by resolution of the Board. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Treasurer then in office.

10.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

10.4. Gifts. 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, so long as such acceptance does not jeopardize the Corporation's tax-exempt status or violate any provision of applicable law.

10.5. Books, Accounts and Reports. The Corporation shall keep or cause to be kept correct and complete books and records of accounts and also keep minutes of the proceedings of the Board of Trustees and its committees. The Corporation shall keep other records, such as student records, as required by law. The Corporation shall cause to be filed the necessary reports, tax returns or other documents as may be required by law on its own behalf.

10.6. Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Trustees, or as a separate document if no annual report is issued, the Corporation shall, within one-hundred twenty (120) days after the end of the Corporation's fiscal year, cause to be delivered to each Trustee a statement of any transactions or indemnifications as follows:

(a) Any transaction in which the Corporation was a party and in which an "interested person" (as defined in the Conflict of Interest Policy) had a direct or indirect material financial interest if the transaction, or several transactions with the same interested person in the aggregate, involved more than Fifty Thousand Dollars (\$50,000);

(b) The statement shall include: a brief description of the transaction or indemnification; the names of the interested persons involved; the interested persons' relationship to the Corporation; and the nature of their interest.

## **ARTICLE XI AMENDMENT**

These By-Laws and the Corporation's Articles of Incorporation may be amended or repealed only by consent of a majority of the Trustees then in office. No amendment shall change any provisions of these By-Laws to make such provisions inconsistent with the charter agreement or the Corporation's Articles of Incorporation.

## **ARTICLE XII MISCELLANEOUS**

12.1. Waiver of Notice. Whenever any notice or waiver is required to be given under the provisions of District of Columbia law, or under the provisions of the Corporation's Articles of Incorporation or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a member of the Board or any other person at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Board or other such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

12.2. Founder. The Founder of the Corporation shall serve as a voting member of the Board of Trustees until she resigns or is removed per Section 4.8.

12.3. Tax Status. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these By-Laws or by the Officers or Board of this Corporation which would not be permitted to be taken by an organization described in Internal Revenue Code Section 501(c)(3).

12.4. Fiscal Year. The fiscal year of the Corporation shall be July 1 through June 30, or such other period as shall be approved by the Board.

12.5. Conflict of Laws. These By-Laws are intended to be consistent with, and shall be construed under, the laws of the District of Columbia without regard to conflicts of laws provisions.

12.6. Internal Revenue Code. All references to sections of the "Internal Revenue Code" shall be considered to be references to sections of the Internal Revenue Code of 1986, as from time to time amended, to the corresponding provisions of any similar tax law subsequently enacted and to all regulations issued under such sections and provisions.

12.7. Charter Agreement. References to the "charter agreement" refer to any approved charter authority with the District of Columbia Public Charter School Board. These By-laws are intended to be consistent with the Corporation's authority under such charter agreement, and these By-Laws and any policies and procedures adopted by the Board, or upon its authorization, shall be interpreted and construed accordingly.

12.8. Dissolution. Upon dissolution of the Corporation, including upon the revocation of, the failure to renew or the voluntary relinquishment of the Corporation's charter, the Board of Directors shall pay or make provision for the payment of all of the liabilities of the Corporation, and return, transfer or convey all assets that are held by the Corporation upon condition requiring return, transfer or conveyance upon dissolution of the Corporation. All remaining assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section

501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code or shall be distributed to the federal government, or to a state or local government, for a public purpose. In addition, all remaining assets of the Corporation shall be disposed of in strict compliance with the requirements of Section 38-1802.13a of the DC Code, both as now in effect or as may hereafter be amended.



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
CORPORATIONS DIVISION



**C E R T I F I C A T E**

**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF AMENDMENT*** is hereby issued to:

Global Citizens Public Charter School

**Effective Date:** 3/4/2020

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 3/10/2020 4:22 PM

Business and Professional Licensing Administration



JOSEF G. GASIMOV  
Acting Superintendent of Corporations  
Corporations Division

Muriel Bowser  
Mayor

Tracking #: V51Unb8A

## **AMENDED AND RESTATED ARTICLES OF INCORPORATION**

*of*

### **GLOBAL CITIZENS PUBLIC CHARTER SCHOOL**

The undersigned Chief Executive Officer of the Global Citizens Public Charter School (the “Corporation”), a District of Columbia nonprofit corporation incorporated under Title 29, Chapter 4 and Title 38, Chapter 18 of the District of Columbia Code, as amended (the “DC Code”), does hereby certify as follows:

1. The following Amended and Restated Articles of Incorporation of the Corporation (the “Articles”) amend, restate and supersede in their entirety the Articles of Incorporation previously approved for use by the Corporation; and
2. These Articles have been duly approved by the board of directors of the Corporation (the “Board of Directors”) in the manner required by Title 29, Chapter 4 of the DC Code.

#### **ARTICLE I—NAME**

The name of the Corporation is “Global Citizens Public Charter School”.

#### **ARTICLE II—CREATION AND DURATION**

The Corporation is created as a nonprofit corporation under Title 29, Chapter 4 and Title 38, Chapter 18 of the DC Code. The period of duration of the Corporation is perpetual.

#### **ARTICLE III—PURPOSES**

The Corporation is a nonprofit organization organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), or the corresponding provision of any subsequent federal tax law.

The Corporation’s purpose is to prepare and inspire the next generation of leaders to achieve academic excellence and reach their full potential in a nurturing learning environment that offers Mandarin and Spanish language immersion, promotes the value of diversity, and equips all children with the knowledge, skills, and mindsets they need to contribute to a better world as global citizens.

#### **ARTICLE IV—POWERS**

In furtherance of its exclusively charitable purposes, the Corporation shall have all the general powers enumerated in Section 29-403.02 and Section 38-1802.04(b) of the DC Code, both as now in effect or as either may hereafter be amended, together with the power to solicit grants and contributions for such purposes. Such powers shall be exercised only in fulfillment of the purposes of the Corporation set forth herein.

#### **ARTICLE V—PRINCIPAL OFFICE AND REGISTERED AGENT**

The address of the Corporation’s principal office in the District of Columbia is 600 New Hampshire Avenue, NW, 9<sup>th</sup> Floor, Washington, DC 20037. Natalie Smith, the Chief Executive Officer of the Corporation, serves as the registered agent for the Corporation at the principal office.

## **ARTICLE VI—STOCK**

The Corporation has no authority to issue capital stock.

## **ARTICLE VII—MEMBERS**

The Corporation has no “members” and is a “nonmembership corporation”, as such terms are defined by Title 29, Chapter 4 of the DC Code.

## **ARTICLE VIII—BOARD OF DIRECTORS**

The affairs of the Corporation shall be managed and conducted by its Board of Directors, and the Corporation shall have at least three directors at all times and may have more. The qualifications, election, number, tenure, powers, and duties of the members of the Board of Directors shall be as provided in the Corporation’s Bylaws.

No member of the Board of Directors or officer of the Corporation shall be personally liable for the payment of the debts, obligations or other liabilities of the Corporation except as such director or officer may be liable by reason of his/her own conduct or acts. All persons or other entities extending credit to, contracting with, or having a claim against, the Corporation may only look to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or for any money that may otherwise become due or payable to them from the Corporation.

## **ARTICLE IX—INDEMNIFICATION**

To the fullest extent now or hereafter permitted by Title 29, Chapter 4 of the DC Code, the Corporation shall indemnify any director or officer who is a party to a proceeding because he or she is or was a director or officer of the Corporation against liability incurred in the proceeding other than liability for:

1. Receipt of a financial benefit to which the director or officer is not entitled;
2. An intentional infliction of harm on the Corporation;
3. An intentional violation of criminal law;
4. An unlawful distribution in violation of any provision of Title 29, Chapter 4 of the DC Code; or
5. A proceeding by or in the right of the Corporation.

## **ARTICLE X—RESTRICTIONS**

No part of the funds of the Corporation shall ever inure to the benefit of, or be distributable to any director or officer or other private persons. No substantial part of the activities of the Corporation shall ever be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. No officer, director, or employee of the Corporation shall receive or be lawfully entitled to receive any pecuniary profit from the operations and activities of the Corporation, except reimbursement of

reasonable out-of-pocket expenditures and reasonable compensation for reasonable services actually rendered to or on behalf of the Corporation.

**ARTICLE XI—TAX STATUS**

It is intended that the Corporation shall have the status of an organization (i) which is exempt from federal income tax under Internal Revenue Code Section 501(c)(3); (ii) to which contributions are deductible for federal income tax purposes under Internal Revenue Code Section 170(c)(2); (iii) to which bequests are deductible for federal estate tax purposes under Internal Revenue Code Section 2055(a)(2); and (iv) to which gifts are deductible for federal gift tax purposes under Internal Revenue Code Section 2522(a)(2). These Articles shall be construed, and all authority and activities of the Corporation shall be limited, accordingly.

**ARTICLE XII—AMENDMENT**

These Articles may only be amended by a majority vote of the Board of Directors.

**ARTICLE XIII—DISSOLUTION**

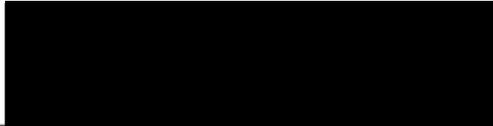
Upon dissolution of the Corporation, including upon the revocation of, the failure to renew or the voluntary relinquishment of the Corporation’s charter, the Board of Directors shall pay or make provision for the payment of all of the liabilities of the Corporation, and return, transfer or convey all assets that are held by the Corporation upon condition requiring return, transfer or conveyance upon dissolution of the Corporation. All remaining assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

**ARTICLE XIV—INCORPORATOR**

The name and address of the incorporator, who is older than eighteen years, is:

Dr. Natalie Smith  
600 New Hampshire Avenue, NW, 9<sup>th</sup> Floor  
Washington, DC 20037

IN WITNESS WHEREOF, these Articles have been executed by its Founder and Chief Executive Officer this 2 day of March, 2020.

  
\_\_\_\_\_  
Dr. Natalie Smith, Founder and Chief Executive Officer

**ARTICLES OF INCORPORATION**  
*of*  
**GLOBAL CITIZENS PUBLIC CHARTER SCHOOL**

For the purpose of forming a corporation under the District of Columbia Nonprofit Corporation Act of 2010, as amended, and the District of Columbia School Reform Act of 1995, as amended, the undersigned executes the following Articles of Incorporation (the “Articles”).

**ARTICLE I—NAME**

The name of the corporation is “Global Citizens Public Charter School” (hereinafter referred to as the “Corporation”).

**ARTICLE II—CREATION AND DURATION**

The Corporation is created as a nonprofit corporation under Title 29, Chapter 4 and Title 38, Chapter 18 of the District of Columbia Code, as amended (the “DC Code”). The period of duration of the Corporation is perpetual.

**ARTICLE III—PURPOSES**

The Corporation is a nonprofit organization organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), or the corresponding provision of any subsequent federal tax law.

The Corporation’s purpose is to prepare and inspire the next generation of leaders to achieve academic excellence and reach their full potential in a nurturing learning environment that offers Mandarin and Spanish language immersion, promotes the value of diversity, and equips all children with the knowledge, skills, and mindsets they need to contribute to a better world as global citizens.

**ARTICLE IV—POWERS**

In furtherance of its exclusively charitable purposes, the Corporation shall have all the general powers enumerated in Section 29-403.02 and Section 38-1802.04(b) of the DC Code, both as now in effect or as either may hereafter be amended, together with the power to solicit grants and contributions for such purposes. Such powers shall be exercised only in fulfillment of the purposes of the Corporation set forth herein.

**ARTICLE V—PRINCIPAL OFFICE AND REGISTERED AGENT**

The address of the Corporation’s principal office in the District of Columbia is 600 New Hampshire Avenue, NW, 9<sup>th</sup> Floor, Washington, DC 20037. Natalie Smith, the Chief Executive Officer of the Corporation, serves as the registered agent for the Corporation at the principal office.

**ARTICLE VI—STOCK**

The Corporation has no authority to issue capital stock.

**ARTICLE VII—MEMBERS**

The Corporation has no “members” and is a “nonmembership corporation”, as such terms are defined by Title 29, Chapter 4 of the DC Code.

### **ARTICLE VIII—BOARD OF DIRECTORS**

The affairs of the Corporation shall be managed and conducted by its board of directors (the “Board of Directors”), and the Corporation shall have at least three directors at all times and may have more. The qualifications, election, number, tenure, powers, and duties of the members of the Board of Directors shall be as provided in the Corporation’s Bylaws.

No member of the Board of Directors or officer of the Corporation shall be personally liable for the payment of the debts, obligations or other liabilities of the Corporation except as such director or officer may be liable by reason of his/her own conduct or acts. All persons or other entities extending credit to, contracting with, or having a claim against, the Corporation may only look to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or for any money that may otherwise become due or payable to them from the Corporation.

### **ARTICLE IX—INDEMNIFICATION**

To the fullest extent now or hereafter permitted by Title 29, Chapter 4 of the DC Code, the Corporation shall indemnify any director or officer who is a party to a proceeding because he or she is or was a director or officer of the Corporation against liability incurred in the proceeding other than liability for:

1. Receipt of a financial benefit to which the director or officer is not entitled;
2. An intentional infliction of harm on the Corporation;
3. An intentional violation of criminal law;
4. An unlawful distribution in violation of any provision of Title 29, Chapter 4 of the DC Code; or
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It is intended that the Corporation shall have the status of an organization (i) which is exempt from federal income tax under Internal Revenue Code Section 501(c)(3); (ii) to which contributions are deductible for federal income tax purposes under Internal Revenue Code Section 170(c)(2); (iii) to which

bequests are deductible for federal estate tax purposes under Internal Revenue Code Section 2055(a)(2); and (iv) to which gifts are deductible for federal gift tax purposes under Internal Revenue Code Section 2522(a)(2). These Articles shall be construed, and all authority and activities of the Corporation shall be limited, accordingly.

**ARTICLE XII—AMENDMENT**

These Articles may only be amended by a majority vote of the Board of Directors.

**ARTICLE XIII—DISSOLUTION**

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

**ARTICLE XIV—INCORPORATOR**

The name and address of the incorporator, who is older than eighteen years, is:

Dr. Natalie Smith  
600 New Hampshire Avenue, NW, 9<sup>th</sup> Floor  
Washington, DC 20037

**IN WITNESS WHEREOF**, these Articles have been executed by its Founder and Chief Executive Officer this 5 day of November, 2019.



\_\_\_\_\_  
Dr. Natalie Smith, Founder and Chief Executive Officer

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
CORPORATIONS DIVISION



**C E R T I F I C A T E**

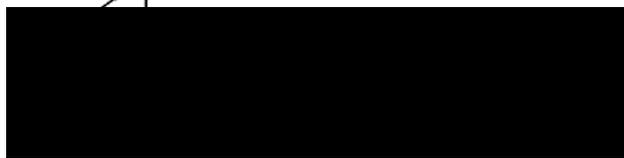
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF INCORPORATION*** is hereby issued to:

Global Citizens Public Charter School

**Effective Date:** 11/5/2019

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 11/5/2019 12:57 PM

Business and Professional Licensing Administration



PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Muriel Bowser  
Mayor

Tracking #: P2rSVb8V

## **Attachment C**

### **Procedures to Ensure Health and Safety of Students and Employees**

Global Citizens Public Charter School (“GC 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, GC 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, GC PCS will submit reporting 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.

GC 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. GC PCS will provide required and appropriate health and safety training to its staff, including but not limited to 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.

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

## **Attachment D**

### **Assurances to Seek, Obtain, and Maintain Accreditation**

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

## Attachment E

### Relationship Between School and Employees

Staff of Global Citizens Public Charter School will be “at will” employees. The following is a sample of the signature page from the Global Citizens Public Charter School Employee Handbook where employees will sign acknowledging receipt of the Handbook and their understanding of their “at-will” status.

#### RECEIPT OF GLOBAL CITIZENS PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)



I hereby acknowledge that I have received a copy of the Global Citizens PCS Employee Handbook (“Handbook”). I will read the Handbook prior to signing my offer letter, and I will ask any questions that I might have concerning it. I acknowledge that I have access to and can obtain a copy of the Handbook for review at any time. I understand and agree that it is my responsibility to review and abide by all policies and procedures set forth in the Handbook, and I consent to the provisions and policies described in the Handbook, as well as other policies and procedures of Global Citizens PCS. Furthermore, I understand, in accordance with the Handbook policies, that if I should have questions or concerns regarding my terms of employment or working conditions with Global Citizens PCS, I should contact the Director of Operations or the Head of School.

I understand and agree that my employment with Global Citizens PCS is at-will and is not guaranteed. I understand that my employment can be terminated or changed, with or without notice and with or without cause, at any time, by either me or Global Citizens PCS. Additionally, by signing at the bottom, I understand that the provisions of any employee handbooks, manuals, and any and all other written statements of or regarding personnel policies, practices, or procedures, that are or may be issued by Global Citizens PCS, do not, and shall not, constitute an express or implied contract of employment, and they create no vested rights; and that any such provisions may be changed, revised, modified, suspended, canceled, or rescinded by Global Citizens PCS at any time without notice, as they constitute guidelines only and may be modified in the sole and absolute discretion of Global Citizens PCS. I also understand that Global Citizens PCS has the right to change any provision of this Handbook at any time and that my signature binds me to any changes that are made, and I understand that any amendment of the Handbook made at any time will always govern and supersede prior versions.

I give consent to Global Citizens PCS to photograph, videotape, and use my name in connection with its activities and to reproduce such images or make available such names to promote, publicize, or explain Global Citizens PCS and its activities. This includes the right, without limitation, to make available or to publish such images and names in newsletters or in public relations/promotional materials, such as marketing and admissions publications, advertisements, fundraising materials, and any other Global Citizens PCS-related publications. This also includes external publications and other media not under the control of Global Citizens PCS. These images and names may appear in any of a variety of formats and

media now available or that may be available in the future, including, but not limited to, print, broadcast, videotape, and electronic/online media.

I acknowledge and understand that I am required, as a condition of employment, to immediately report to the Head of School any criminal conviction, guilty pleas, no contest/*nolo contendere* plea, probation before judgment disposition, and/or not criminally responsible disposition in connection with criminal charges brought against me. I am also required, as a condition of employment, to immediately report to the Head of School any pending charges against me that have not yet reached a final disposition.

I understand and agree to the above.

_____ Employee Signature	_____ Date
_____ Printed Name	_____ Employer Representative

## Attachment F

### Insurance Requirements

Upon securing a facility, Global Citizens Public Charter School will work with an insurance broker to secure the necessary insurance as determined by the Board of Trustees. Global Citizens 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	If applicable.
Auto Liability	If applicable.
Computer/technology insurance	Replacement cost.

## **Attachment G**

### **Key Personnel Positions**

Board Chair

Head of School

Principal

Chief Operating Officer

Chief Financial Officer

Special Education Coordinator

Data Manager