

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

**WASHINGTON LEADERSHIP ACADEMY PUBLIC CHARTER SCHOOL**

## TABLE OF CONTENTS

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

# TABLE OF CONTENTS

## (continued)

	Page
7.2 Audited Financial Statements .....	11
7.3 Interim Financial Reports.....	11
7.4 Budget.....	11
7.5 Enrollment Census .....	11
7.6 Attendance Data.....	11
7.7 Key Personnel Changes .....	11
7.8 Authorizations.....	12
7.9 Events of Default .....	12
7.10 Litigation.....	12
7.11 Certificates of Insurance .....	12
7.12 Reports Required by the Act.....	12
 Section 8. COMPLIANCE .....	 12
8.1 Compliance With Applicable Laws .....	12
8.2 Waiver of Application of Duplicate and Conflicting Provisions .....	13
8.3 Exemption From Provisions Applicable to D.C. Public Schools .....	13
8.4 Cooperation.....	13
8.5 Access .....	13
8.6 Notice of Concern .....	13
8.7 Administrative Fee.....	13
 Section 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION .....	 14
9.1 Charter Renewal.....	14
9.2 Charter Revocation .....	14
9.3 Termination.....	14
9.4 Probation and Corrective Action.....	14
9.5 Mandatory Dissolution.....	15
 Section 10. OTHER PROVISIONS .....	 15
10.1 Applicable Law .....	15
10.2 Failure or Indulgence Not Waiver; Remedies Cumulative .....	15
10.3 Counterparts and Electronic Signature or Signature by Facsimile .....	15
10.4 Entire Agreement; Amendments.....	16
10.5 Severability .....	16
10.6 Assignment .....	16
10.7 No Third Party Beneficiary.....	16
10.8 Waiver.....	16
10.9 Construction.....	16
10.10 Dispute Resolution.....	16
10.11 Notices .....	16

## TABLE OF DEFINITIONS

Definition	Page
Academic Year .....	2
Act .....	1
Agreement .....	1
Annual Report .....	10
Authorizations .....	12
Board of Directors .....	1
Budget .....	11
Campus.....	3
Charter .....	1
Corrective Plan .....	14
DC PCSB.....	1
GAAP .....	8
HS PMF .....	3
IDEA .....	4
Interim Period .....	11
LEA.....	5
OSSE .....	3
Person .....	16
Petition.....	1
Proceedings.....	12
School.....	1
School Corporation.....	1
School Management Contract.....	9
School Property .....	5

## CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2016 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and WASHINGTON LEADERSHIP ACADEMY PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

### RECITALS

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

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

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

**WHEREAS**, DC PCSB has determined (i) that the Petition satisfies the requirements set forth in Subchapter II of the Act; and (ii) approved the Petition subject to the execution of this Agreement by 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 directors of the School Corporation (“**Board of Directors**”), 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'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 written request for approval for any 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 Sections §§38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement.

## **SECTION 2. EDUCATIONAL PROGRAM**

### **2.1** Mission Statement.

**A.** The School Corporation shall operate the School in accordance with its mission statement: The mission of Washington Leadership Academy is to prepare Washington, D.C. scholars with the knowledge, skills, and habits required for success in college and lives of public leadership.

**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 9 and in each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I. "Academic**

**Year”** shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

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

### **2.3** Goals and Academic Achievement Expectations.

**A.** The School Corporation has selected as its measure of academic achievement expectations for its 9th-12th grade programming the High School Performance Management Framework (“**HS PMF**”).

(i) Accordingly, changes to the HS 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 will automatically become part of the measurement of the school’s academic achievement expectations. However, if changes other than those listed above are made to the HS PMF that the School Corporation elects not to accept, the School Corporation shall provide DC PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

(ii) If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by DC PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section. (“**Campus**” is defined by DC PCSB’s *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the D.C. 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 will be deemed to have met its goals and academic achievement expectations if:

**Fifth-Year Charter Review:** At its fifth-year charter review, the School Corporation will need to have earned at least 40% of the possible PMF points in at least two of the most recent three years in operation to be deemed as having met its goals and student academic achievement expectations during this review.

**Tenth-Year Charter Review:** At its tenth-year charter review, the School Corporation will need to have:

- earned at least 50% of the possible PMF points in two of the most recent three years; and
- earned at least 45% in any four of the previous five years.

**Charter Renewal:** The School Corporation will need to have:

- earned at least 55% of the possible PMF points in two of the most recent three years; and
- earned at least 45% in four of the previous five years.

**C.** Improvement Provision: In cases where a school has not achieved the above threshold, DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF scores over the five-year period.

**D.** 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.

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

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

**2.5 Graduation Requirements.** The School Corporation shall implement and hold its students accountable to the graduation requirements approved by DC PCSB, attached hereto as **Attachment J**. The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) for any material changes to graduation requirements no later than April 1 prior to the Academic Year in which the changes to the graduation requirements will take effect.

## **2.6 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 treated as a local educational agency (“LEA”) for the purpose of providing services to students with disabilities.

### SECTION 3. ADMINISTRATION AND OPERATION

#### 3.1 Location.

**A.** The School shall be co-located at 3015 4th St NE, Washington, DC 20017 (the “**School Property**”) with Lee Montessori Public Charter School. DC PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School’s first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

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

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

#### 3.2 Enrollment.

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

**B.** If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in **Attachment G** and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random

selection process to DC PCSB (**see Attachment G**) and shall provide notice to DC PCSB if there are material changes made to the current random selection process. The School Corporation shall provide DC PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of DC PCSB staff, and its agents in connection with the proposed changes. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

**C.** The School shall maintain an enrollment of no more than 105 students in the first Academic Year, no more than 210 students in the second Academic Year, no more than 315 students in the third Academic Year, and no more than 420 students in subsequent Academic Years 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*.

### **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 is 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.**     Within five years of the effective date of this Agreement, 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 Directors. The Board of Directors are fiduciaries of the School and shall operate in accordance with the School Corporation's articles of incorporation and by-laws consistent with this Agreement and the provisions of the Act and the District of Columbia Nonprofit Corporation Act.

**B.** Pursuant to § 38-1802.04(c)(10) of the Act, the Board of Directors 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 Directors 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 Directors 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 Directors from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Directors shall (i) set the overall policy for the School; (ii) be responsible for overseeing the academic and fiscal integrity of the School; and (iii) assure the School's compliance with this Agreement and the Act.

## **SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING**

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

**5.2** Tuition and Fees. The School Corporation shall not charge tuition to any student, other than a non-resident student in accordance with § 38-1802.06(e) of the Act, unless such student would otherwise be liable for tuition costs under the Act. The School Corporation may charge reasonable fees or other payment for after school programs, field trips, or similar student non-mandatory 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 *Submission of Procurement Contracts and Board of Directors' Meeting Minutes 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, within the timeframe defined by the policy, certain documents defined by the policy, including: (i) all bids for the contract received by the School Corporation, if any; (ii) the name of the contractor who is awarded the contract; and (iii) the rationale for the award of the contract. DC PCSB may request copies of these procurement contracts to be provided to DC PCSB. 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 DC PCSB's *Submission of Procurement Contracts and Board of Directors' Meeting Minutes 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, other than the third party designated in its petition (a "**School Management Contract**"). The School Corporation shall submit a written request for approval to DC PCSB before canceling; terminating; or materially amending, modifying, or supplementing any contract entered into 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 *Submission of Procurement Contracts and Board of Directors' Meeting Minutes 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.

5.5 Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment H**. All insurance companies shall be authorized to do business in the District of Columbia. All insurance policies shall be endorsed to name the Board of Directors and its directors, officers, employees, and agents as additional insureds. As part of the Annual Compliance Reporting, the Board of Directors shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Directors (see **Attachment H**) to be reasonably necessary, 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 Directors will provide to DC PCSB either a notice that the Board of Directors has determined that such coverage is no longer necessary or a certificate of insurance renewal or revision. Prior to the first year of operation, the School Corporation shall provide proof of insurance pursuant to **Attachment H**.

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

**5.7** Enrollment and Attendance Records.

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

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

**5.8** Board of Directors Meeting Minutes. The School Corporation shall maintain copies of all minutes of meetings of the Board of Directors of the School Corporation, including any actions of the Board of Directors 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 Directors 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 an employee of the District of Columbia government for any purpose.

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

## **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, and within the timeframe defined by the policy, 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, 2016. "**Interim Period**" shall mean monthly, and from time to time thereafter, upon written notice by DC PCSB to the School Corporation, 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, and within the timeframe defined by the policy, the School Corporation shall submit to DC PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a "**Budget**") for the next succeeding Academic Year. The School Corporation's initial Budget shall be in accordance with the Budget submitted with its Petition to DC PCSB. If DC PCSB has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded in writing, the School Corporation may only implement a Budget with the prior written approval of DC PCSB; 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*, and within the timeframe defined by the 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 Directors or an officer of the School Corporation shall provide notice within five business days of the chair of the Board of Directors 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 Directors, an officer of the School Corporation, or a key personnel as identified by position in

**Attachment I** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

**7.8** Authorizations. As part of the annual compliance reporting, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Directors 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** Certificates of Insurance. The School Corporation shall deliver to DC PCSB a certificate of insurance with respect to each insurance policy determined to be reasonably necessary by the Board of Directors pursuant to Section 5.5 above. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. The School Corporation shall furnish DC PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above.

**7.12** 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 D.C. Public Schools. Pursuant to § 38-1802.04(c)(3)(B) of the Act, the School Corporation shall be exempt from District of Columbia statutes, policies, rules, and regulations established for the District of Columbia Public Schools by OSSE, Board of Education, Mayor, or District of Columbia Council, except as otherwise provided in the Charter or in the Act.

**8.4** Cooperation. The School Corporation shall, and shall cause its Board of Directors, 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 hard-copy and electronic 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 allow copies to be made 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*, and within the timeframe defined by the policy, the School Corporation shall pay annually to DC PCSB, the maximum amount permitted by the Act 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 15, 2016; 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; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits, or obligations under any such School Management Contract in any material respect.

#### **9.5**     Mandatory Dissolution.

**A.**     In accordance with § 38-1802.13a of the Act, the School Corporation shall dissolve if the Charter (i) has been revoked by 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 Directors of the School Corporation, shall develop and execute a plan for (i) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (ii) discharging the School Corporation's debts; and (iii) distributing any remaining assets in accordance with §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 and Attachment J can only be modified or amended through Petition for Charter Revision subject to 1.1(B) and 2.5 of this agreement, except that Attachments A, B, and E require only DC PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

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

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

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

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

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

**10.11** Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid,

return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to DC PCSB:

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

If to the School Corporation:

Washington Leadership Academy  
3015 4th Street NE  
Washington DC 20017  
Attention: Stacy Kane, Executive Director  
Email: skane@wlapcs.org  
Telephone: (513) 476-1780

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

**WASHINGTON LEADERSHIP  
ACADEMY PUBLIC CHARTER SCHOOL**

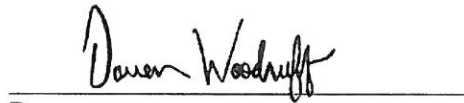


By:

Title: BOARD CHAIR

Date: 6/20/16

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**



By: Darren Woodruff

Title: DC PCSB Board Chair

Date: 6/20/2016

## **ATTACHMENTS**

SCHEDULE I	Maximum Enrollment Schedule
ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Insurance Requirements
ATTACHMENT I	Key Personnel
ATTACHMENT J	Graduation Requirements



## ATTACHMENT A

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

Washington Leadership Academy PCS's Board of Directors is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Directors 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; approving the Executive Director's compensation; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Executive Director is an ex-officio, *non voting*, Board of Directors member and reports to the Board. All other employees report to the Executive Director. There will not be an Education Service Provider or Charter Management Organization engaged in the oversight or management of Washington Leadership Academy PCS unless the Board of Directors submits to DC PCSB a written request for approval to enter into a contract for management services pursuant to section 5.4B of the Charter Agreement.

The Board of Directors has adopted a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement, which may benefit any Director, officer, employee, affiliate, or member of a committee with Board-delegated powers. Directors will be asked to sign the conflict of interest policy annually. A Director will be considered to have a conflict of interest if (a) the Director has existing or potential financial interests that interfere or even have the perception of interfering with the Director's independent unbiased judgment in fulfilling his/her responsibilities to the school, or (b) the Director is aware that a member of his/her family or any organization in which the Director (or a member of his/her family) is an officer, director, employee, member, partner, Director, or controlling stockholder, has an existing or potential financial or other interest and in accordance with PCSB's contracting and conflict of interest policies. If a Board of Director member has a conflict of interest then he/she must declare this conflict so that a decision can be made as to whether that member may vote on the particular matter.

The Board of Directors, 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.



**DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS**  
**District of Columbia Government**  
**Corporations Division**

**Articles of Amendment of Domestic Nonprofit Corporation**  
**Form DNP-2, Version 3, April 2013**

**Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the domestic filing entity listed below hereby applies for a Certificate of Amendment and for that purpose submits the statement below.**

1. Corporation Name.  
Washington Leadership Academy Public Charter School

2. The text of each amendment adopted.

The Articles of Incorporation should be amended to reflect the following changes enacted by the Board of Directors:

1. The name of the organization is Washington Leadership Academy Public Charter School (amended from Washington Leadership Academy).
2. The address of the Registered Agent is 3015 4th Street NE, Washington DC 20017.
3. The EIN of Washington Leadership Academy Public Charter School is 47-4595801.
4. Citizenship First is no longer associated with Washington Leadership Academy Public Charter School and is not an incorporator.

3. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment.

4. The date of each amendment's adoption.  
2/13/2014 1:52:52 PM

5. Amendment has been adopted in the following manner.  
The amendment was adopted by the incorporators or by the board of directors or designated body, as the case may be, and that member approval was not required.

**If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;**

Name of the Governor or Authorized Person	Date	Signature
Anastasia Kane	6/22/2016 9:19:26 AM	ESIGNED

Mail all forms and required payment to:  
Department of Consumer and Regulatory Affairs  
Corporations Division  
PO Box 92300  
Washington, DC 20090  
Phone: (202) 442-4400

**Corporate Online Services Information:**  
Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dcrs.dc.gov>, create a profile, access the online services main page and proceed. Online filers must pay by using a credit card.

Please check [dcra.dc.gov](http://dcra.dc.gov) to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registration."

**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:

Washington Leadership Academy Public Charter School

**Effective Date:** 6/21/2016

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 6/22/2016 9:19 AM



Business and Professional Licensing Administration

---

PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Muriel Bowser  
Mayor

Tracking #: C6SeRb15

**BY-LAWS**  
**WASHINGTON LEADERSHIP ACADEMY**  
**PUBLIC CHARTER SCHOOL**  
(an Education Corporation)

**ARTICLE I Name and Office**

Section 1.01. Name. The name of the education corporation is Washington Leadership Academy Public Charter School (the “*Washington Leadership Academy*”). Washington Leadership Academy is a nonprofit corporation organized under the laws of the District of Columbia Nonprofit Corporation Act of 2010, as amended (D.C. Code Title 29 Chapter 4) (the “*Act*”). The Articles of Incorporation of Washington Leadership Academy (as amended from time to time, the “*Articles of Incorporation*”) were filed in the office of the Department of Consumer Regulatory Affairs of the District of Columbia on February 20, 2014.

Section 1.02. Office. Washington Leadership Academy shall have and continuously maintain in the District of Columbia a registered office, and if required, a registered agent whose office is said registered office, as required by the Act. This registered office may, but need not be identical with the principal office of Washington Leadership Academy in the District of Columbia, and the address of the registered office may be changed from time to time by the Board (as defined below) in accordance with applicable law.

**ARTICLE II Members**

Section 2.01. The Washington Leadership Academy will not have members.

Section 2.02. Rights and Obligations. The Directors (as defined below) shall have all rights and obligations otherwise vested in members of a membership corporation.

**ARTICLE III Nonprofit Status**

Section 3.01. The Washington Leadership Academy has been incorporated as a nonprofit corporation under the Act.

Section 3.02. Purpose. Washington Leadership Academy is organized and shall at all times be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended, or the corresponding provisions of any future United States federal tax law (the “Code”). In particular, the Washington Leadership Academy is formed for the following purposes (a) to operate, advise, and support a public charter school in the District of Columbia and to exercise all rights and powers conferred by the laws of the District of Columbia upon nonprofit corporations; (b) to solicit, receive, and accept donations, gifts, bequests, grants, income and other things of value; and (c) to engage in any other lawful act or activity for which corporations may be organized under the Act that are incidental to the foregoing purposes or may be otherwise necessary or appropriate to more fully accomplish the foregoing purposes of the Washington Legal Academy that are not inconsistent with its qualification under Code Section 501(c)(3), except for express limitations, if any, contained in the Articles of Incorporation.

Section 3.03. Mission. The mission of Washington Leadership Academy is to prepare Washington, D.C. scholars with the knowledge, skills, and habits required for success in college and lives of public leadership.

Section 3.04. Non-Discriminatory Policy. Washington Leadership Academy seeks diversity in its student/parent body, faculty, staff and administration. Washington Leadership Academy shall not discriminate on the basis of race, color, religion, national or ethnic origin, sex, age, disability, marital status, gender identification, sexual orientation or affectional preference, or any other category protected by law, including any characteristics prohibited by the District of Columbia Human Rights Act of 1977, as amended, in its educational policies, employment practices and all other school administered procedures and programs.

#### ARTICLE IV EXISTENCE

Section 4.01 The existence of the Washington Leadership Academy shall be perpetual unless dissolved in accordance with these Bylaws and the Articles of Incorporation.

#### ARTICLE V Board of Directors

Section 5.01. General Powers and Duties. The Board of Directors (the “**Board**”) shall be fiduciaries of and shall govern the operations and affairs of Washington Leadership Academy, which shall determine matters of policy in accordance with the provisions of the Articles of Incorporation, these Bylaws (these “**Bylaws**”) and the Act. The Board may delegate the management of the activities of the Corporation to any person or persons, management company or committee however composed; provided, that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. In exercising its powers and duties, the Board shall establish and maintain policies and procedures for the operation of Washington Leadership Academy and shall oversee that such policies and procedures are carried out by the Executive Director (as defined below) and the school administration. The Board shall have primary responsibility for seeing that Washington Leadership Academy is provided with the financial and other resources that the Board deems appropriate for its proper operation.

Section 5.02. Number of Directors. The Board shall fix the number of directors (each, a “**Director**”) of Washington Leadership Academy, which shall maintain an odd number of Directors for voting purposes and shall consist of not less than five (5) nor more than fifteen (15) Directors, the majority of whom will be District of Columbia residents and two (2) of whom will be parents of current students. The Directors shall be elected (such Directors, the “**Elected Directors**”) pursuant to the provisions of Section 5.04 of these Bylaws. The number of Directors may be increased or decreased from time to time by resolution of the Board, *provided* that the number of Directors shall never be less than five (5) or greater than fifteen (15).

Section 5.03. Term of Office. Unless otherwise provided by the Board at the time a Director is elected, the term of office of each Directors shall be a period of three (3) calendar years; provided that, each of the initial Directors shall be designated into three classes, with one third

(1/3) of the Directors in each class, having terms expiring on the first, second and third anniversary of their election. No Director shall serve more than three (3) consecutive, three-year terms, unless the Board designates otherwise. The Elected Directors shall be divided into classes for the purpose of staggering their terms of office. The terms of Directors shall be fixed so such that the terms of one third (1/3) of such Directors (as nearly as possible) expire at the close of each year.

#### Section 5.04. Election of Directors.

(a) Nomination. Prior to July 1 in each academic year and at such other times as there may be vacancies among the Elected Directors, whether by expiration of the term of office, death, resignation, removal or an increase in the number of Elected Directors, the Governance Committee (as defined below) shall nominate candidates for the vacancies which it recommends be filled and shall specify the number of such vacancies which are to be filled by the Annual Election of Directors pursuant to subsection (b) and the number which are to be filled by the Board pursuant to subsection (c) at an Annual or Regular Meeting or at such other time as may be appropriate.

(b) Annual Election of Directors. At an Annual Meeting, or any subsequent Regular or Special Meeting, the Annual Election of Directors shall be held. The Board shall vote on the candidates nominated by the Governance Committee pursuant to subsection (a) to fill vacancies in the Board, and each candidate shall be elected by the vote of a majority of the Board.

(c) Vacancies. If any of the Elected Directors shall die, resign, refuse to act or be removed from the Board, or if an Elected Director's term of office shall expire, the vacancy or vacancies created thereby shall be filled by the vote of a majority of the Board acting upon recommendation of the Governance Committee. Any Director so chosen shall have all of the rights and powers of an Elected Director and shall serve for the balance of the unexpired term of the Elected Director whom he or she replaces. Upon recommendation by the Governance Committee, the Board may create positions for additional Elected Directors for such term as the Board shall determine. Any vacancy among the Elected Directors created by increasing the number thereof shall be filled by vote of a majority of the Board. Upon a two-thirds (2/3) vote, the Board acting upon the recommendation of the Governance Committee may abolish a vacant Director seat; provided that the total number of Directors may not be less than that required by law or by Section 5.02 of these Bylaws.

(d) A Director must vote in person for any election of Directors at the Annual Election of Directors under subsection (b) and for any other such Board election of Directors under Section 5.04(c).

Section 5.05. Meetings of the Board. The Board may transact any business permitted by these Bylaws at an Annual, Regular or Special Meeting as provided below. Notice of all Board meetings, including Annual, Regular and Special Meetings, shall be given to the public in a manner consistent with the Open Meeting Law.

(a) Annual Meeting. Unless otherwise provided by the Board, the “Annual Meeting” of the Board shall be held in June of each year.

(b) Regular Meeting. The Board may provide for the holding of “Regular Meetings” and may fix the time and place of such meetings. Regular Meetings shall be held at least three (3) times per year in addition to the Annual Meeting.

(c) Special Meetings. “Special Meetings” of the Board shall be called by the Chair or a Vice Chair of the Board, at such time and place as may be specified in the respective notice or waivers of notice thereof. A Special Meeting may be called at any time by the Chair or a Vice Chair and must be called promptly upon receipt of a written or electronic request to call a Special Meeting from a majority of the Board. There shall be two classes of Special Meetings of the Board:

(1) Special Meetings, to be held in executive session, to consider matters with respect to employees (e.g., to evaluate the performance or to set the salary of the Executive Director), which shall not be attended by the Executive Director as a Director unless requested to attend by the Board.

(2) Special Meetings to consider any other matter which may be attended by the Executive Director.

(d) Notice. Notice of the time and place of an Annual or Regular Meeting shall be given to each Director by email at least ten (10) days before the meeting. Notice of the time and place of a Special Meeting shall be given to each Director by email not less than five (5) days before the meeting. Oral or telephonic notices of meetings shall not be permitted. Neither the business to be transacted nor the purpose of any Regular or Special Meeting need be specified in the notice or waiver of notice of the meeting, unless otherwise specified in the Bylaws or required by law. Unless otherwise required by statute, notice of any meeting need not be given to any director who executes and submits to Washington Leadership Academy (either before or after the holding of such meeting) a waiver of notice of such meeting. Any such waiver shall be filed with the minutes of the meeting. A Director’s attendance at or participation in a meeting also waives any required notice to him or her of the meeting unless the Director, promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Unless otherwise required by statute, notice of any adjourned meeting need not be given.

#### Section 5.06. Conflicts of Interest.

(a) The Board affirms that the Directors, officers, administrators, faculty and employees of Washington Leadership Academy Public Charter School have an obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of Washington Leadership Academy Public Charter School. They shall make effort to avoid placing themselves in positions in which their personal interests are, or may be, in conflict with the interests of Washington Leadership Academy Public Charter School.

(b) The Board shall adopt, and may amend at any time in its sole discretion, a Conflict of Interest Policy, consistent with federal and District of Columbia law and DC PCSB policy. The Board also may adopt, and amend at any time in its sole discretion, such other policies as the Board determines are consistent with best governance practices for the

Corporation. All Directors, officers, members of a committee of the Board, executive staff, employees, contractors and volunteers shall abide by, are subject to and/or protected by such policies, as the case may be, at all times.

(c) Any duality of interest, conflict of interest or potential conflict of interest on the part of any Director, officer or employee shall be disclosed and made a matter of record at such time and in such manner as may be prescribed by the Conflict of Interest Policy and in any subsequent action of the Board. Any Director having such a duality of interest, conflict of interest, or potential conflict of interest on any matter shall not vote or use his or her personal influence on the matter, and such director shall not be included in determining a quorum for any meeting of the Board, or a committee thereof, at which an action related to such matter is proposed to be taken. The minutes of any such meeting shall reflect the disclosure by such Director, his or her abstention from voting and the presence or absence of a quorum without including such Director. Any such Director may, nevertheless, briefly state his or her position on the matter and may answer pertinent questions of other directors.

(d) Each Director, officer and employee shall complete a personal disclosure statement prior to commencing service for the Corporation and on at least an annual basis thereafter. Disclosure statements shall take such form and contain such information as may be required by the Conflict of Interest Policy and in any subsequent action of the Board and shall be filed with the Executive Director and the Secretary or, with respect to disclosure statements filed by Directors, solely with the Secretary.

Section 5.07. Quorum and Manner of Acting. At all meetings of the Board, a majority of the whole Board then in office shall constitute a quorum for the transaction of business. Except as otherwise provided by statute or by these Bylaws, the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the Directors present at the time and place of meeting (or one Director, if less than three (3) are present) may adjourn the meeting until a quorum shall be present.

Section 5.08. Action by Consent. Any action required or permitted to be taken at any meeting of the Board, or of any committee, may be taken without a meeting, if unanimous written consent is signed by each Director of the Board or each member of such committee, as the case may be. Such written consents shall be filed with the minutes of the proceedings of the Board or a committee, as the case may be.

Section 5.09. Meetings Held Other Than in Person. Directors of the Board or members of any committee may participate in a meeting of the Board or committee, as the case may be, by means of conference telephone or video chat system or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence at the meeting for purposes of establishing and quorum and voting.

Section 5.10. Resignations. Any Director may resign at any time by delivering written notice of such resignation to the Board or the Chair of the Board. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof. If any Director shall fail to attend three (3) consecutive meetings without an excuse accepted as satisfactory by the Chair of the Board, he or she shall be deemed to have resigned, and the vacancy shall be filled.

Section 5.11. Removal or Suspension. Any Director may be removed or suspended from office with or without the assignment of cause by a majority of the Directors on the Board. A vote for removal may occur at any meeting of the Board convened in compliance with these Bylaws. No Director shall be removed without being provided with at least seven (7) days notice of the proposed removal and a copy of the complaint. If in the opinion of a majority of the whole Board such complaint shall have been sustained, the accused Director may be removed or suspended from office, provided that at least one week's previous notice of the proposed action shall have been given to the accused and to each Director.

Section 5.12. Compensation of Director and Officers. Directors, as such, shall not receive any salary for their services as Directors. Nothing in these Bylaws shall be construed to preclude any Director or officer from serving Washington Leadership Academy in any other capacity and receiving reimbursement of a Director's actual and necessary expenses while conducting corporation business, as approved by the Board of Director.

Section 5.13. Evaluations. Evaluations of the Executive Director shall be conducted by the Governance Committee. On-going informal assessments of the Executive Director and the Board shall be conducted on an as-needed basis as determined by the Governance Committee.

#### ARTICLE VI Committees

Section 6.01. Standing Committees. The Board shall establish and maintain the following "Standing Committees": Executive Committee, Governance Committee, Finance Committee, Development Committee, Community and Family Communications Committee and Academic Accountability Committee.

Section 6.02. Ad Hoc Committees. The Board 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.

Section 6.03. Committee Members; Chair. Members of committees shall be appointed by the Chair of the Board, subject to the approval of a majority of the Directors then serving. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Unless otherwise provided in these Bylaws, the membership of committees shall not be restricted to Directors but may be drawn from the administration, faculty, parent body and community at large, as appropriate. Except as otherwise provided in these Bylaws or by the Board, the Chair of each committee shall be chosen by the Chair of the Board from among the Director members of the committee.

Section 6.04. General Powers and Responsibilities of Committees. All matters to come before the Board shall be considered first by the appropriate committee if deemed that such appropriate committee exists or Ad Hoc Committee is established. 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 and, to the extent appropriate, make

recommendations with respect thereto. Except as specifically provided by the Board, each committee's powers are advisory to the Board.

Section 6.05. Committee Reports. Each Standing Committee shall make periodic reports to the Board. Whenever appropriate and possible, a written report of any committee meeting or a summary thereof shall be made available in advance of the Board's meeting at which the report is to be presented.

Section 6.06. Executive Committee. The Executive Committee shall consist of no less than three (3) members, including the Chair, one or more Vice Chair and any Officers as may be designated by the Board. The Chair of the Board shall be the Chair of the Executive Committee. The Executive Committee shall be responsible for setting the policy agenda, coordinating committee agendas, and setting the agenda for the Board. The Board may delegate authority for the Executive Committee to operate in place of the Board, subject to any restrictions the Board may place on such authority, during those times when the Board does not or cannot meet. The Executive Committee shall not have the power to take any action that is limited to the Board by law. Any action taken by the Executive Committee may be subject to ratification by the Board. A member of the Executive Committee shall record the minutes of each meeting and include a report on any actions taken. Such member shall forward the minutes to the Secretary and the Secretary shall distribute the minutes of such meetings to the full Board.

Section 6.07. Governance Committee. The Governance Committee shall be composed of at least three (3) persons. The Governance Committee shall be responsible for (a) evaluating and making recommendations about the role, responsibilities and expectations of the present and future Executive Director (or other title for school leader as changed from time to time); (b) developing, as necessary, a process for leadership succession; (c) evaluating and making recommendations about the role and responsibilities of the Board; (d) reviewing governance policy and practice; (e) ensuring that policies and practices are being observed; and (f) evaluating and making recommendations about the Board's composition, organization and committee structure. The Governance Committee shall evaluate the ability of the Board and its members in terms of specific skills, qualifications, interests, and diversity. The Committee shall also canvass the community at large for potential candidates for vacancies on the Board that arise both within and outside of the regular nominating process. It shall interview potential candidates, guide them through the application process, and make recommendations to the Board with respect to various candidates and, in appropriate circumstances, the creation of additional positions for Directors. The Governance Committee shall be responsible for presenting a slate of candidates for election as officers of the Board and the orientation of newly chosen Directors.

Section 6.08. Finance Committee. The Finance Committee shall be composed of at least three persons, elected by the Board. The Treasurer shall be the Chair of the Finance Committee. The Finance Committee shall be responsible for (a) overseeing the preparation of, reviewing and recommending changes to the annual Washington Leadership Academy budget; (b) submitting the annual Washington Leadership Academy budget to the Board for review; (c) reviewing, discussing and presenting financial reports to the Board for review; and (d) supervising the management of Washington Leadership Academy's finances, including notifying the Board of significant deviations from the approved budget. The Finance Committee oversee the annual

audit process, including appointing the auditor and receiving the auditor's reports, and shall review, analyze and recommend for approval the annual audit to the Board. On a periodic basis, the Finance Committee shall monitor, review investment policies, objectives, and financial performance of Washington Leadership Academy and shall recommend changes to such policies as deemed appropriate or necessary.

## ARTICLE VII Officers

Section 7.01. Titles. The officers of the Washington Leadership Academy shall be the Chair, Vice Chair, a Secretary, a Treasurer, an Executive Director and such other officers as may be appointed by the Board in accordance with these Bylaws. All officers may, but need not be, members of the Board. However, the Executive Director is an ex-officio, nonvoting member of the board. A person may hold more than one office in the Washington Leadership Academy but may not serve concurrently as Executive Director and either Treasurer or Secretary of the Washington Leadership Academy. The Board may elect or appoint such other officers as may be deemed necessary or appropriate.

Section 7.02. The Chair. The Chair shall be the chief presiding officer of the Board. The Chair shall preside at all meetings of the Board and the Executive Committee, if he or she is present. The Chair shall also have such powers and perform such other duties as may be assigned to him or her from time to time by the Board. In the event that the position of the Vice Chair shall become vacant, the Chair shall appoint interim member to fill such vacant position until a scheduled meeting of the Board can be held.

Section 7.03. Vice Chairs. The Vice Chair shall have such power and perform such duties as may be assigned by the Chair or the Board. The Vice Chair (or if there shall be more than one, the Vice Chair designated by the Chair or the Board) 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.

Section 7.04. The Secretary. The Secretary shall keep records of Washington Leadership Academy, be responsible for recording and maintaining the minutes of the meetings of the Board, make available and distribute minutes of the previous meeting to the Board, serve or cause to be served all notices to the Board, and in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him or her by the Board, the Chair or the Executive Director.

Section 7.05. The Treasurer. The Treasurer shall ensure that there is timely and adequate management of financial resources and reporting to enable the Board to monitor Washington Leadership Academy's financial resources. The Treasurer shall have general oversight of all money and securities of Washington Leadership Academy and from time to time shall render to the Board, the Chair and the Executive Director, upon request, a statement of the financial condition of Washington Leadership Academy and of all of his or her transactions as Treasurer. The Treasurer shall serve as a member and chair of the Finance Committee. In general, the Treasurer should perform all 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, the Chair or the Executive Director.

Section 7.06 Election and Tenure of Officers. The Board shall elect the officers, who shall be elected for terms not to exceed three (3) years. An officer may be re-elected for additional terms. The Board may remove any officer at any time, with or without cause. The Board may fill a vacancy that occurs in any office for the unexpired portion of the term. Any officer may resign at any time by giving written notice to the Board. Unless otherwise specified in the written notice, the resignation shall be effective upon delivery to the Washington Leadership Academy.

Section 7.07. Vacancies. Vacancies in any office arising from any cause may be filled by the Board at any regular or special meeting of the Board or by unanimous written consent of the Board.

Section 7.08. Agents and Employees. The Board may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such person's contract rights, if any, and the appointment of such person shall not itself create contract rights. The Board may delegate to any officer or officers of the Washington Leadership Academy the power to appoint agents or employees, prescribe the duties of such agents or employees, and terminate such persons at any time, with or without cause.

#### ARTICLE VIII Dissolution

Section 8.01. Limits on Distributions. No part of the net earnings of the Washington Leadership Academy shall inure to the benefit of, or be distributable to, any Director or officer of the Washington Leadership Academy Corporation or any private person; *provided, however*, that the Washington Leadership Academy shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation, reimburse reasonable expenses, and to make payments, contributions, and distributions solely in furtherance of the purposes set forth in Article III.

Section 8.02. Limits on Activities. No substantial part of the activities of the Washington Leadership Academy shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 8.03. Special Limitations When Treated as a Private Foundation. During such period(s), of time as the Washington Leadership Academy is treated as a "private foundation" pursuant to Code Section 509, if any, the directors must distribute the Corporation's income at such time and in such manner so as not to subject the Washington Leadership Academy to tax under Code Section 4942, and the Washington Leadership Academy is prohibited from engaging in any self-dealing as defined in Code Section 4941(d), from retaining any excess business holdings as defined in Code Section 4943(c) which would subject the Washington Leadership Academy to tax under Code Section 4943, from making any investments or otherwise acquiring or retaining any assets so as to subject the Washington Leadership Academy to tax under Code Section 4944, and from making any taxable expenditures as defined in Code Section 4945(d).

Section 8.04. No Actions Contrary to Tax Exempt Status. Notwithstanding any other provision of these Articles of Incorporation, the Washington Leadership Academy shall not directly or indirectly carry on any activity that would prevent it from obtaining exemption from Federal income taxation as a corporation described in Code Section 501(c)(3) or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under Code Sections 170(c)(2), 2055(a)(2) and 2522(a)(2).

Section 8.05. Events of Dissolution or Liquidation. In the event of dissolution or final liquidation of the Washington Leadership Academy, all of the remaining assets and property of the Washington Leadership Academy shall, after paying or making provision for the payment of all of the liabilities and obligations of the Washington Leadership Academy and for necessary expenses thereof, be distributed as the Board shall determine for one or more exempt purposes within the meaning of Code Section 501(c)(3), provided such purposes are consistent with Article III, including to such organization(s) organized and operated exclusively for charitable or educational purposes as shall at that time qualify as exempt under Code Section 501(c)(3). Should Washington Leadership Academy's charter be revoked, non-renewed, or relinquished, the corporation will dissolve pursuant to § 38-180.13a of the District of Columbia Code. In the event of dissolution, the Board of Directors will develop a plan to return assets to OSSE in accordance D.C. Code §§ 38-1802.04(c)(16), 38-1802.13a.(c)(1).

#### ARTICLE IX Miscellaneous Matters

Section 9.01. Checks, Drafts, Etc. The Board of shall determine by resolution who shall be authorized from time to time on the Washington Leadership Academy's behalf (a) to sign checks, drafts or other orders for payment of money; (b) to sign acceptances, notes or other evidences of indebtedness; (c) to enter into contracts; or (d) to execute and deliver other documents and instruments; *provided*, that the Executive Director shall have such authority. All funds of the Washington Leadership Academy shall be deposited to the credit of the Washington Leadership Academy in banks, trust companies or other depositories that are selected by the Board, or if the Board delegates such power to any officer(s), then by such officer(s).

Section 9.02. Fiscal Year. The fiscal year of Washington Leadership Academy shall begin on the first day of July in each year and shall end on the thirtieth day of the following June.

Section 9.03. Indemnification. Washington Leadership Academy may, to the fullest extent permitted by applicable law, at the time of adoption of these Bylaws or thereafter, indemnify against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorney's fees, any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or intestate was a Director, officer, employee, or agent of Washington Leadership Academy. There shall be no automatic indemnification in relation to matter as to which the Board finds that the Director, officer, employee, or agent acted in bad faith or engaged in willful misconduct in the performance of a duty. No amendment to these Bylaws or repeal of any of its provisions shall limit or eliminate the benefits provided to the Directors, officers, employees or agents of Washington Leadership Academy under this provision with respect to any act or omission prior to such amendment or repeal. The rights to indemnification and advancement of expenses conferred by this Section 9.02 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to

be a Director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

Section 9.04. Amendments. These Bylaws may be amended at any meeting of the Board by a majority vote of the Directors serving on the Board.

Section 9.05. Gender and Number. In these Bylaws, where the context admits, words in the masculine gender include the feminine and neutral genders, words in the singular include the plural and words in the plural include the singular.

Section 9.06. Severability. If any provision or provisions of these Bylaws shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of these Bylaws shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of these Bylaws (including, without limitation, each such portion of Bylaws containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

## **ATTACHMENT C**

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

Washington Leadership Academy 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, Washington Leadership Academy PCS will fully comply with all applicable federal and District of Columbia health and safety regulations and any applicable requirements of the Occupational Safety and Health Administration. Each year, Washington Leadership Academy PCS will submit a report to the District of Columbia Public Charter School Board 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.

Washington Leadership Academy PCS will submit all applicable health and safety inspections, 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 regulations.

The school will strive to maintain a health suite that accommodates a nurse from the DC Department of Health if possible given facility constraints. Washington Leadership Academy PCS will provide required and appropriate health and safety training to its staff, such as annual CPR and First Aid trainings, as well as having at least two people trained on medication administration provided by Department of Health (DOH).. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations and lead testing by collecting completed Universal Health Certificates from the students and provide information to parents on such requirements.

Washington Leadership Academy PCS complies with the DC Code as it pertains to facility safety and other requirements, including compliance of facilities with the American with Disabilities Act and the DC Fire Prevention Code. All buildings are accessible to children and adults with disabilities. Washington Leadership Academy 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.

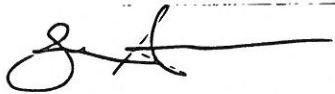
Washington Leadership Academy maintains that if Washington Leadership Academy PCS serves food, the school will maintain proper licenses from the D.C. government and applicable departments therein.

### **Attachment D. Assurances to Seek, Obtain, and Maintain Accreditation**

Washington Leadership Academy Public Charter School acknowledges its obligation to seek, obtain, and maintain accreditation for the school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the District of Columbia Public Charter School Board. (D.C. Code § 38-1802.02(16)). Stacy Kane, Executive Director, and Seth Andrew, Chair of the Board, assure that it will obtain such accreditation within five years of the effective date of this agreement.

A handwritten signature in black ink, appearing to read "Stacy Kane", written in a cursive style.

Stacy Kane  
Executive Director, Washington Leadership Academy

A handwritten signature in black ink, appearing to read "Seth Andrew", written in a cursive style.

Seth Andrew  
Board Chair, Washington Leadership Academy

## **ATTACHMENT E**

### **Relationship Between School and Employees**

This attachment simply needs to specify whether the school's employees will be "at will" employees or contract employees. Schools generally submit the signature page from the employee manual where employees sign acknowledging receipt of the manual and their understanding of their "at-will" or contract status.

### SIGNATURE PAGE

All employees of Washington Leadership Academy PCS are employed at will. As an at-will employee, you are free to resign at any time. Similarly, while leadership will strive to ensure that working at the school is a warm environment where staff are supported and treated as professionals, Washington Leadership Academy PCS is free to terminate the employment relationship at any time, with or without cause or advance notice. While other policies in this Handbook may be changed without notice, the at-will employment relationship may be changed only in a written agreement for that express purpose and signed by the Executive Director and Board of Trustees.

Please sign to confirm that as an employee of Washington Leadership Academy, you understand that you are employed at will.

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

## Pre-Opening Visit Checklist – Washington Leadership Academy Public Charter School

Reviewer Name:

Review Date:

School Opening Date:

Location:

*\*Items should be uploaded into Epicenter*

### Governance and Management

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The Board of Trustees has been established.	<ul style="list-style-type: none"><li>Meeting minutes from the most recent board meeting*</li><li>BOT membership roster*</li></ul>	
Leadership roles have been filled.	<ul style="list-style-type: none"><li>Organizational Chart with names</li><li>Contracts, including position description</li></ul>	
501(c)(3) status is on file at the school.	<ul style="list-style-type: none"><li>Documentation from the IRS demonstrating your school has applied at least 8 months before school opening for the 501(c)(3) status</li></ul>	

### Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or ELL teachers.	<ul style="list-style-type: none"><li>Staffing plan</li><li>Teacher roster</li></ul>	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none"><li>Staff position descriptions</li></ul>	
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"><li>Employee Handbook*</li><li>Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.)</li></ul>	
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none"><li>Background check clearances</li></ul>	
Each teacher has been offered a retirement plan.	<ul style="list-style-type: none"><li>DC Teacher Retirement Opt In/Opt Out Form, or similar form</li></ul>	
Leave of absence forms for former DCPS employees have been processed and are on file.	<ul style="list-style-type: none"><li>Leave of absence forms on file and reflect processing through DCPS</li></ul>	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Plan for when teachers are absent.	<ul style="list-style-type: none"> <li>• Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.)</li> </ul>	

### Curriculum and Instruction

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Needed instructional materials and supplies have been procured for classrooms at every grade level.	<ul style="list-style-type: none"> <li>• Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening</li> </ul>	
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none"> <li>• School calendar—including 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days*</li> <li>• Class Schedules</li> <li>• Copy of parent/student/family handbook, or resource in which calendar was printed</li> </ul>	
Provisions have been made for assessing and serving students with disabilities.	<ul style="list-style-type: none"> <li>• Evidence that needed staff is on board to provide specialized instruction or related services, or evidence that services have been contracted</li> </ul>	

## Students and Parents

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions).	<ul style="list-style-type: none"> <li>• Copies of parent/student/family handbook, in which the discipline policy is printed, along with evidence that parents have received it *</li> </ul>	
Preliminary class rosters are available to teachers for planning.	<ul style="list-style-type: none"> <li>• Student rosters/records are on file and accessible to teachers for planning</li> </ul>	
Intake process includes measures to identify students with disabilities.	<ul style="list-style-type: none"> <li>• Description of process for identifying students with disabilities (e.g., copy of information in enrollment packet)</li> </ul>	
Valid proof of DC residency is on file for each student.	<ul style="list-style-type: none"> <li>• All residency forms from OSSE completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted</li> </ul>	
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> <li>• Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA)</li> <li>• Evidence that the records of students with disabilities are kept in a secure location</li> <li>• Evidence that parents or adult students have been provided with notice of their rights under FERPA</li> </ul>	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> <li>Description of complaint resolution process in employee, parent, and student handbooks *</li> </ul>	

### Operations

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <p>-system to accurately collect and submit attendance and discipline;          -system to accurately collect excused absence documentation; and          -system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable -system to accurately submit Compliance documents to PCSB</p>	<ul style="list-style-type: none"> <li>Student Information System is in place</li> <li>Staff member(s) have been trained on ProActive, the school's Student Information System, and Epicenter</li> </ul>	
Arrangements have been made for food service.	<ul style="list-style-type: none"> <li>Food service contract</li> <li>Record of Basic Business License (BBL)</li> </ul>	
Provisions have been made for health services and immunization, if appropriate.	<ul style="list-style-type: none"> <li>Evidence that health services and immunization services are available (school nurse, contract with local health facility, etc.)</li> <li>Evidence of access to the immunization registry and a mechanism for entering immunization data</li> </ul>	
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> <li>Written plans for life safety procedures included in faculty/student handbooks.</li> <li>Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) *</li> </ul>	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB.	<ul style="list-style-type: none"> <li>Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB</li> </ul>	
Financials (balance sheet as well as budget forecasting future expenses and revenues) are sufficient that school will be able to operate throughout the school year.	<ul style="list-style-type: none"> <li>Monthly financial statements provided to PCSB</li> <li>School Budget</li> </ul>	

### Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.	<ul style="list-style-type: none"> <li>Space meets the needs of the program and number of students to be served</li> </ul>	
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> <li>Plans detailing times and locations for student drop-off and pick-up before school, during, and after school, are in place</li> </ul>	
Classroom furniture is available for instruction (or will be).	<ul style="list-style-type: none"> <li>School admin. confirms that classroom furnishings are appropriate for the school's educational model</li> </ul>	
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> <li>School admin. confirms that equipment is installed and will be ready to operate by the first day of school</li> </ul>	
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> <li>Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building*</li> </ul>	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Certificates of insurance, which meeting at least the minimum levels required by the PCSB, are on file at the school and PCSB.	<ul style="list-style-type: none"> <li>• Certificates of insurance on file at school with coverage in accordance with their charter</li> </ul>	
ADA Compliance	<ul style="list-style-type: none"> <li>• Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility (e.g. elevators, ramps, restroom accommodations, drinking fountains, etc). * (This requirement will be verified through Epicenter <u>and</u> on site at the facility.)</li> </ul>	

**Overall Notes:**

## Addendum

Additional Pre-Opening Requirements, per June 20, 2016 Board Meeting Approval Vote, for Washington Leadership Academy PCS (“WLA”).

Area of Review	Notes/ Verification
(1) A delivery management plan has been completed by WLA and is in place to ensure that deliveries and other service vehicles are not arriving before 7:00 AM and do not park on the private roads or otherwise interfere with the resident traffic within Chancellor’s Row;	
(2) WLA provides evidence that the driveway widening plan off 4 <sup>th</sup> Street was properly engineered and provides a copy of all necessary documentation obtained to ensure safe ingress and egress of school traffic. Examples include, but are not limited to, city approval(s) of the plans and city permit(s) for the construction.	
(3) A plan is in place to employ workers to ensure safe passage of students to and from the metro stations, which would limit the potential impact of increased student pedestrian traffic on all relevant neighborhoods;	
(4) The designated entrances for students, parents, and associated traffic are clearly marked;	
(5) WLA provided assurance that students, staff, and visitors will not use any of the private property of Chancellor's Row for congregating, recreating, etc. without agreement from Chancellor’s Row residents; and	
(6) A written policy is in place for WLA to address grievances and ensure that enforcement of items 1; 3; 4; and 5 above occurs.	

## **Attachment G**

### **Random Selection Process**

#### **1. Policy Statement:**

Enrollment at Washington Leadership Academy Public Charter School is open to all students who are residents of the District of Columbia and non-resident students who fulfill tuition requirements established by the Office of the State Superintendent of Education to the extent of available space.

#### **2. Background:**

The charter for the school was unanimously awarded to a non-profit corporation governed by the Board of Directors of Washington Leadership Academy. This Board has fiduciary responsibility for the school and is held accountable for its progress.

#### **3. Overview:**

This policy governs the protocol for student admissions at Washington Leadership Academy Public Charter School.

#### **4. Policy Guidelines:**

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

#### **Open Enrollment**

Each year, the Board of Directors sets the maximum enrollment capacity by grade level based on space, class sizes, and budgetary concerns consistent with Schedule I attached to the Charter Agreement. Washington Leadership Academy Public Charter School does not limit enrollment on the basis of a student's race, color, religion, national origin, sexual orientation, gender identification, language spoken, intellectual or athletic ability, measures of achievement of aptitude, or status as a student with special needs. An enrollment preference for siblings, children of staff, and children of founding board members may be granted. Other preferences may be granted in the future to the extent they are permitted by law and DC PCSB policy.

#### **Application Forms**

Beginning December 14th of each year, application forms for the upcoming school year are made available using the MySchoolDC online portal ([www.myschooldc.org](http://www.myschooldc.org)). The MySchoolDC timeline is below.

The My School DC post-lottery application period begins on February 2nd for 9-12 grade applicants. Prior to April 1st, only applicants who did not submit a lottery application may apply

to additional schools using the post-lottery application. Beginning April 1st, there is no restriction as to who can apply.

Post-lottery applications will be added automatically to the bottom of Washington Leadership Academy's waitlist in the order they are received and below applicants who applied and were waitlisted through the lottery. The only exception to this is for applicants that qualify for any legal lottery preference WLA chooses to grant.

## **High School**

Admissions to Washington Leadership Academy Public Charter School is open to all current 8th grade students. Students must apply through the MySchoolDC website as listed above, or through the independent application process after the MySchool DC lottery has closed.

## **Enrollment Deadlines**

Below is the timeline for enrollment and acceptance into Washington Leadership Academy in conjunction with MySchoolDC Lottery:

Applications will be accepted until the established numbers of enrolled students have been met. Should the number of applications received by the deadline exceed the number of available openings, a lottery must be held for admission (conducted by MySchoolDC). Applications not accepted during the lottery process or in excess of the maximum enrollment available for any grade level will be placed on a waitlist, managed by MySchoolDC.

<b>December 14th</b>	Lottery opens
<b>January 31st</b>	Intent to return forms due
<b>February 1st</b>	HS application closes
<b>May 2nd</b>	Enrollment deadline
<b>June 30</b>	Registration forms due
<b>October 5th</b>	Attendance audit

## **5. Acceptance:**

Acceptance of applications for enrollment is based on the fulfillment of enrollment by grade level. After a student is enrolled, parents must provide the following documentation when completing registration:

- a) **Verification of Residency in the District of Columbia**
- b) **Immunization Records**

Current students who have turned in a completed Intent to Return form before the applicable deadline will need to deliver the documentation described above during registration. Current students who have not completed registration by June 30 may lose their space and are not guaranteed admission based on enrollment after that date. Any parent or guardian who does not intend to re-enroll his or her child at Washington Leadership Academy is asked to properly withdraw him or her from the School before June 30 to alleviate administrative burden on the School.

**6. Additional Documents Requested:**

In order to best support students, administration requests the following documents prior to the school year starting: final report card from previous school(s), standardized test scores, and Individual Education Plans (IEP), if applicable (used for course placement, not as a criteria for acceptance).

## ATTACHMENT H

### Insurance Requirements

On securing the facility for the school, Washington Leadership Academy will work with an insurance broker to secure the necessary insurance as determined by the Board of Directors. Washington Leadership Academy will carry insurance for the following areas in the minimum stated amounts:

Type	Estimated Amount
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
Boiler and Machinery Insurance	If applicable.
Auto Liability	If applicable.
Workers' Compensation	Statutory limits as required by law.
Computer/technology insurance	Replacement cost.

## **ATTACHMENT I**

### **Key Personnel Positions**

**Executive Director**  
**Principal**  
**Board Chair**

**ATTACHMENT J**

**GRADUATION REQUIREMENTS**

<b>COURSES</b>	<b>CREDIT(S)</b>
<b>English</b>	4.0
<b>Mathematics</b> (including Algebra I, Geometry, Algebra II and an upper level math course)	4.0
<b>Science</b> (including Biology and 2 lab sciences)	4.0
<b>Social Studies</b> (including World History 1&2, DC History, U.S. Government, and U.S. History)	4.0
<b>Leadership Education and Development (“LEAD”)</b>	2.0
<b>Computer Science</b>	2.0
<b>Internship Program</b>	1.0
<b>Senior Capstone Project</b>	1.0
<b>World Languages</b>	2.0
<b>Art</b>	0.5
<b>Music</b>	0.5
<b>Physical Education and Health</b>	1.5
<b>Total</b>	<b>26.5</b>

- Transfer Students entering WLA after the 9th-grade year may be exempted from LEAD and Computer Science requirements as long as the student has a minimum of 24 credits overall.
- Students will be required to complete a minimum of **100 hours of community service** either met through their internship experience, capstone experience (unless experiences are paid) or arranged events for students

## **WASHINGTON LEADERSHIP ACADEMY DISCIPLINE POLICY**

Joy, safety, and the wellbeing of students, is fundamental to the success of WLA. Washington Leadership Academy (WLA) maintains a discipline policy for distributing logical consequences for behaviors that disrupt the positive and productive learning environment beyond the notes system or for students receiving excessive notes outlined in the School Culture Framework. The culture at WLA is positive and supportive, and created to ensure that all students can learn and grow towards goals of college success and lives of public leadership. Please see WLA's school culture framework for substantial descriptions of how WLA focuses on and encourages outstanding student habits and behavior.

### **Discipline: Disruptions and Consequences By Level**

Washington Leadership Academy has divided consequences for different types of behaviors into different levels of severity and consequence. WLA staff maintain ultimate discretion on which consequences are selected for each behavior. WLA staff may take mitigating and aggravating factors into account when making any and all disciplinary decisions. Behaviors are tracked using a behavior tracking system.

Below is a description of school-related disciplinary offenses for which a student may be subject to detention, in-school suspension, or in rare cases, out-of-school suspension or expulsion. A school-related disciplinary offense refers to the violation of this code occurring:

- While the student is on school grounds or school-related transportation;
- During a school-sponsored activity; or
- During events sufficiently linked to school.

#### **Level 1: Minor disruptions of WLA's college- and career-ready culture**

Level 1 disruptions by students prevent other students from learning and growing that extend beyond the notes system employed throughout the school by teachers and staff. The maximum consequence for Level 1 disruptions is generally detention. Detention is a logical consequence for Level 1 disruptions because students who engage in Level 1 disruptions are taking positive learning time away from themselves and others, and detention takes free time away from the disrupting student. If students commit multiple of these disruptions in the same day or week, they may be subject to Level 2 consequences.

#### Level 1 disruptions include, but are not limited to:

- Disrespecting a fellow student, WLA staff, or any other member of the school community
- Disrespecting school property
- Frequently violating the dress code
- Arriving late to school or class
- Chewing gum or eating in class
- Disrupting class
- Frequently being unprepared for class
- Failing to return school documents signed
- Missing homework due dates as decided upon by the teacher
- Violating student technology policy or abuse of online learning platforms in a minor way as described in the school's student use policy
- Violating hallway expectations
- Failing to walk on school-designated pedestrian walkways to and from school
- Exhibiting other behaviors as determined by WLA staff to be Level 1 disruptions

## **Level 2: Frequent minor disruptions or more severe disruptions to the WLA college- and career-ready culture**

Level 2 behaviors are behaviors that disrupt student learning either by extending beyond minor disruptions or by repeating minor disruptions. Students making Level 2 disruptions may receive consequences ranging from a maximum consequence of out-of-school suspension in the most severe circumstances, but are likely to receive detentions, reductions of in-school privileges, or other consequences determined by the WLA staff. In certain cases, the school may work with the offending student, parent, and teachers to create a behavioral improvement plan that is put in place with long-term consequences until agreed-upon outcomes are met. In some cases, students causing Level 2 disruptions will also meet with WLA staff to help determine the origins of the behaviors and discuss ways to improve.

### Level 2 disruptions include, but are not limited to:

- Disrupting, in an extreme way, in class, school, on school-related transportation, or during a school-sponsored activity
- Lying to WLA staff
- Using racist, bigoted, sexist, or otherwise offensive language **not directed** at a staff member or student
- Refusing to respond to WLA staff\* (including, but not limited to, refusal to respond to directions, walking away from or disengaging a staff member during conversation, refusal to identify oneself to school personnel)
- Initiating physical contact that causes a disruption, depicts violence, or places students in a state of discomfort
- Using or possessing tobacco products
- Throwing projectiles of any kind
- Misusing of hallway passes, student bathrooms, or personal facilities
- Intentionally persisting in disrupting the classroom even after teacher correction
- Violating student technology policy or abuse of online learning platforms in a major way as described in the school's student use policy
- Intentional and direct disregard for a teacher's direction
- Failing to show-up for assigned office hours, detention, or any other arrangements made by WLA staff
- Causing disruptions on the way to and from school including littering or vandalism
- Exhibiting other behaviors as determined by WLA staff to be Level 2 disruptions

\*Students are expected to respond to school staff, students, and visitors in a way that embraces the school's values. Behaviors considered to be in breach of WLA values include, but are not limited to, the following: rolling of the eyes, making inappropriate remarks or sounds, challenging staff directives with disregard for the school's system for self-advocacy, using slights or demeaning comments or gestures towards fellow students, or staff members. Such disrespect will not be allowed and consequences according to the above schedule will follow this behavior.

**Level 3: Major misbehavior that endangers the WLA community** If a student commits one of the infractions listed below, the student may receive an in- or in rare cases, an out-of-school suspension. Before the student's return to class, the student, his or her parent or guardian, and the student's classroom teacher, Principal or other school leader, must meet in order to address the student's behavior and develop a plan for improvement and potential restoration of the harm done. Infractions include:

### Level 3 major misbehavior includes, but is not limited to:

- Severely disrespecting a fellow student, WLA staff member, school transportation provider, visitor, or other community member

- Severely disrespecting school property
- Using or possessing over-the-counter medication inappropriately
- Damaging, destroying, or stealing personal or school property or attempting to do so
- Committing sexual, racial, or any other form of harassment or intimidation
- Using abusive, vulgar, or profane language or treatment
- Making verbal or physical threats, empty or otherwise
- Fighting, pushing, shoving, or other unwanted physical contact
- Setting off false alarms or calling in groundless threats
- Departing, without permission, from class, floor, building, or school-sponsored activity
- Using the building facilities in an unauthorized manner
- Forging documents or signatures in any way, including parental signatures
- Cheating or plagiarizing, or copying anyone else's work (including the use of language translation sites and term paper sites on the internet)
- Fundamentally and/or repeatedly disregarding school policies and procedures
- First time possession of marijuana or alcohol
- Exhibiting other behaviors as determined by WLA staff to be Level 3 disruptions

**Level 4: Severe student misconduct** WLA obligates itself to the protection and safety of its students, staff, and community members. Under this obligation there are occasions when the school will have to use heightened levels of consequences to ensure student safety. Listed below are Level 4 behavioral outcomes that, in some cases will result in expulsion or long-term suspension and in some cases, might legally require suspension or expulsion. Furthermore, in compliance with D.C. and Federal Law, these circumstances might include or require the aid of local law enforcement.

Level 4 severe student misconduct includes, but is not limited to:

- Any student who is found on school premises or at school-sponsored or school-related events, including athletic games, in possession of a dangerous weapon, including, but not limited to, a gun or a knife; or a controlled substance, including, but not limited to, illegal narcotics of any kind
- Any student who assaults any educational staff on school premises or at school-sponsored or school-related events, including athletic games, may be subject to expulsion from the school
- Any student who threatens or attempts to instigate the of assault of a staff member or threat of violence at the school through the use of a weapon, bomb, or facsimile
- Repeated or excessive out-of-school suspensions
- Repeated and fundamental disregard of school policies and procedures
- Assault against fellow students or other members of the school community who are not considered educational personnel
- Destruction or attempted destruction of school property including arson
- Possession of alcohol or drugs on school premises or at a school-sponsored or school-related events, second or more offence
- Other behavior as determined by WLA staff to be Level 4 misconduct

### ***Explanation of Discipline Related Policies and Protocols***

**Lunch Detention:** Students may be assigned lunch detention during the school day which is an isolated lunch served in the presence of the Dean of Students or other staff member. Students will be notified of their detention prior to the time it is expected to be served. Students failing to show up for detention or otherwise intentionally avoiding detention will receive secondary consequences which may include in-school suspension, revocation of privileges, or longer term detention assignments.

**Revocation of Privileges:** Students from time to time may be removed from certain privileges or events (field trips, during school celebrations, reward trips, dances, etc) as planned by the school's Dean of Students or other staff members. Students will be notified prior to the event of requirement for earning

access to certain events or rewards. Students may also be removed from clubs or sporting events.. In some circumstances, students may be placed on a long-term removal from privileges as arranged by the Dean of Students or School Leadership Team.

**After School Detention:** Students may be required to serve detention for one or more hours after school. In these cases students the Dean of Students will notify the student and attempt to notify the student's parent at least 24-hours prior to the assignment. Parents are expected to make any arrangements necessary for the pick-up of students. Alternative arrangements cannot be made for the day the detention is assigned.

**Suspensions and Expulsions:** Suspensions are intended to provide opportunities time for reflection, restitution, or correction of disciplinary outcomes. In some cases, suspensions are matters of school safety and the mitigation of disruptions or threats to the joyous culture the school seeks to obtain. For that matter, suspensions from the school will come with specific actions for restitution such as meetings with the Principal, students, parents, faculty members or community members involved with the affiliated incident. Furthermore, suspensions may come with research assignments, service work, or other ancillary restitutions as agreed upon by the student, teacher, and parent/guardians. Each level of school suspension differs from the other and will be used with varying number of days depending on the incident and as prescribed by the school's Principal.

**In-School Suspension:** to maintain a safe and orderly environment, sometimes students need to be removed from the classroom, but not the school. At other times, the student has exhibited behavior so antithetical to a positive learning environment that he/she needs time away from other students to stop disrupting them. In-school suspensions will be supervised and the student will use the time productively, working on his/her mastery-based assignments or using digitally based instructional tools to continue learning. WLA's model allows for students who are removed from the classroom to continue engaging in their learning materials. When students are assigned in-school suspension they are additionally suspended from club or sport participation or in some cases school enrichment events scheduled during those days.

**Short-Term Suspension:** unless a student presents a danger or risk of substantial disruption to the educational process, the student shall receive the following prior to suspension of one to ten days:

Oral or written notice of the charges;

If the student denies the charges, an oral or written explanation of the evidence against him/her; and an opportunity to present his/her version of the relevant facts.

In the case of danger or a risk of substantial disruption, this process will occur immediately after rather than before the suspension.

**Short-Term Suspension Appeals:** A parent or guardian may make a written request to the school Principal to appeal a short-term suspension within one school day of receiving notification of the suspension. The Principal will generally schedule the Appeal Hearing within two school days of receiving the written request. The student may be represented at the hearing only by parents or guardians and one additional adult. The hearing will be conducted by the Principal. The hearing shall be closed to the public and may include the presentation of evidence, testimony, and questioning of those present. The hearing will not be recorded verbatim by stenographic, tape, or other means. The Principal will normally notify the parent or guardian of the decision within one school day of the Appeal Hearing. If the suspension is overturned, the cumulative record of the student and any other school-maintained records will reflect that conclusion. If a parent or guardian fails to appear for a scheduled appeal hearing, the right to appeal is waived, and the original disciplinary decision will stand.

If the suspension is upheld and the parent or guardian wants to continue the appeal process, the parent or guardian should make a written request to the Board of Directors, stating why the suspension should be reversed or modified within two school days of being notified of the Principal Appeal Hearing decision. The Board of Directors will generally schedule the Appeal Hearing within two school days of receiving the written request. The student may be represented at the hearing only by parents or guardians and one additional adult. The hearing will be conducted by members of the Board of Directors. The hearing shall be closed to the public and may include the presentation of evidence, testimony, and questioning of those present. The hearing will not be recorded verbatim by stenographic, tape, or other means. The Board of Directors will normally notify the parent or guardian of the decision within one school day of the Appeal Hearing. If the suspension is overturned, the cumulative record of the student and any other school-maintained records will reflect that conclusion. If the Board of Directors upholds the suspension, the suspension shall be imposed, and such decision will be final. If a parent or guardian fails to appear for a scheduled appeal hearing, the right to appeal is waived, and the original disciplinary decision will stand.

**Student Work During Suspensions:** During suspensions students will be provided with support to complete ongoing assignments from their classes. Teachers will coordinate with students and other applicable parties to determine the expectations for each of these assignments based on the teacher's upcoming assignments, due dates, and other pertinent learning materials. It is the responsibility of the student to request for assignments and learning materials as well as arrange for the completion of assignments at home. In some cases teachers may allow for students to or recover work during appropriate times of the day upon the student's return to school.

**Expulsion or Long-Term Suspension:** for Level 4 student misbehavior students may be assigned a long-term suspension totaling more than 10 days. In some cases considered extreme enough by the Principal students may be expelled from the which results in the student's permanent removal from the enrollment at the school. The Principal has the authority, and in some cases obligation to suspend and/or expel students in the following four circumstances:

- Student possession of dangerous weapon;
- Student possession of controlled substance;
- Student assault of educational personnel; or
- Student charged with or convicted of a felony.

for expulsion or suspension longer than ten days students may participate in a disciplinary hearing the student shall receive:

- a. Written notice of the charges;
- b. The right to be represented by a lawyer or advocate (at the student's expense);
- c. Adequate time to prepare for the hearing;
- d. A reasonably prompt, written decision including specific grounds for the decision.

**The role of the Principal and Board of Directors in Suspension and/or Expulsion:** The Principal will consider mitigating and aggravating circumstances for each suspension or expulsion decision and will weigh additional factors as necessary.

All decisions by the Principal regarding suspension or expulsion of a student for any of the above-cited reason(s) are subject to review by a Discipline Review Committee or the Board of Directors. Expulsion for all offenses except for the four listed above, *must* involve review the recommendation by the Board of Directors. Expulsion shall be defined as permanent exclusion from Washington Leadership Academy Charter School. Upon receipt of the expulsion decision from the Principal and Discipline Review Committee, the Board of Directors will consider the expulsion of a student. In addition to any other procedures approved by the Directors, the following conditions may apply:

- The Principal may commence an expulsion proceeding before the Directors by providing the Board with notice of the reasons for the expulsion.
- Prior to any decision by the Directors to uphold the expulsion of the student, the student will be provided with written notice of the following:
  - a. Charges and a statement of the evidence;
  - b. Date, time, and place of a hearing overseen by the school's Discipline Review Committee;
  - c. Notice of the right, timeline, and method to request a hearing to:
    - i. Be represented by legal counsel (at the student's/parent's own expense)
    - ii. Present additional or new evidence not already presented or reflected in the record.
- A student and/or parent, upon request, will have the right to review the student's records in accordance with applicable law.
- The decision by the Discipline Review Committee will be in writing and the controlling facts upon which the decision is made will be stated in sufficient detail to inform the parties of the reasons for the decision.

The purpose of the Board's consideration of the expulsion is to ensure that the school followed the proper procedures and legal requirements in making its decision, not to retry the facts of the case.

**Process and Conditions for Discipline Hearings:** A Three person team of WLA staff members will comprise the Discipline Review Committee to review recommendations made by the Principal for long-term suspensions or expulsions. The Discipline Review Committee serves as a panel for impartial decision making in disciplinary reviews. If a student violation in question includes a member of the Discipline Review Committee in the incident, an ad-hoc Committee member may be added to the committee and the committee member involved in the incident removed. Discipline Hearings are closed to the public. During the hearing, a school administrator(s) will carry out the following procedures:

1. A statement of the Disciplinary violation and overview of the Discipline Hearing procedures.
2. An explanation and review of the evidence or facts for which potential expulsion or long-term suspension is being considered. If video footage is available of the incident, the panel will view the footage.
3. The student may present any information that he/she wants to the Disciplinary Committee to consider. The panel may ask questions regarding the matter to anyone present at the hearing. An advocate may speak on the student's behalf. The student has the right not to speak on his/her own behalf. Neither the school's representative at the hearing nor the student nor his/her representative(s) will be given the opportunity for cross-examination during the hearing.
5. Within 24 hours of the conclusion of the hearing, the panel will make a recommendation regarding the consequence. The panel's recommendation will be effective immediately.
6. The student/family will be informed of the decision by phone within 48 hours of the conclusion of the hearing and written notification will be mailed within three (3) school days of the decision. This notice will contain information regarding appeal procedures.
7. If a parent/guardian does not request a hearing, or fails to attend the hearing at the scheduled date, time, and place, the right to a hearing will be waived. Therefore, the school will proceed with its determination regarding the proposed infraction and the ruling of the Disciplinary Committee.

The findings from the hearing will be approved and take effect immediately. Appeals will not be accepted by students who do not appear at the initial hearing. In making its decision, the Disciplinary Committee will review evidence presented at the hearing, any statements heard on behalf of the school or student, the WLA Cultural Framework, and prior conduct and/or academic performance, if applicable

**Discipline Panel Hearing Appeals:** Any student who is suspended for 10 days or more or expelled has the right to appeal the decision in writing to the Chairperson of Washington Leadership Academy's Board of Directors within five (5) school days of the written notice of expulsion being issued. An appeal panel will be formed by the Board Chair and include 3 Board members. The following process and conditions shall be implemented for all appeals:

1. An appeal hearing date will be set within seven (7) school days of the receipt of the appeal request.
2. The appeal hearing date will occur within thirty (30) calendar days from the date of the hearing being set.
3. The student may be represented by his/her parent/guardian and one additional advocate.
4. The student has the right to speak on his/her behalf at the Appeal Hearing. The student may choose not to speak at the Appeal Hearing.
5. The student may not return to WLA and participate in school activities while an appeal is pending.
6. Appeal hearings are closed to the public.
7. If a parent/guardian fails to appear at the Appeal Hearing the right to appeal is waived, and the original disciplinary decision will stand.

**In making its decision, the three-member Appeal Panel will:**

1. Review all evidence and documentation from the Discipline Hearing and any supporting documentation;
2. Review any statements heard at the Disciplinary Committee on behalf of the school or student;
3. Review the WLA Cultural Framework including the Student Code of Conduct;;
4. Review the student's prior conduct and/or academic performance;
5. The panel may ask questions regarding the matter to anyone present at the hearing. One advocate may speak on the student's behalf. The student has the right not to speak on his/her own behalf.

Neither the school's representative at the hearing nor the student nor his/her representative(s) will be given the opportunity for cross-examination during the hearing. If the expulsion is overturned, the cumulative record of the student and any other school maintained records will reflect that conclusion. If

the Appeal Panel upholds the expulsion, the expulsion shall be imposed, and such decision will be final. Decisions made by the Appeal Panel will be final.

**Protocol for Returning to the School Community from Suspension:** When a student returns from suspension out of school the student must meet first with the Principal and Dean of Students to discuss how that student will be reintroduced to the school community and remaining portions of the student's consequences (prolonged in-school suspension, revocation of privileges, etc.) The Dean of Students and Principal will likewise ensure that any restorative assignments made on behalf of the suspension are discussed and planned to be met.

**Student Restraint:** The WLA notes system and discipline policy clearly outlines consequences for student misconduct. These procedures do not allow for corporal punishment and corporal punishment of students is prohibited. School personnel can use reasonable force as is necessary to protect students, other persons, and themselves from an assault by a student. When such an assault has occurred, a Principal shall file a detailed report of such with the school board. All personnel authorized to administer any forms of restraint shall be trained annually in accordance with Department of Education guidelines.

**With Respect to Special Needs Students:** Federal and state law provide certain procedural rights and protections relating to discipline of students who have been identified under such laws as having special needs based upon a disability. WLA will adhere to these rights and protections. Pursuant to 34 CFR 300.530(e) if a student is to be suspended for up to 10 days a manifestation meeting will be held to review the student's Individual Education Plan and determine if the incident was a manifestation of their disability. If it is determined that the student's behavior was a manifestation of the student's disability, the student will have consequences consistent with 34 CFR §300.530(f), including return of the student to the educational placement as appropriate. If it is determined that the student's behavior was not a manifestation of his/her disability, the situation will be reviewed to determine disciplinary action in accordance with the policies that adhere to the pertinent disciplinary level. If a student with a disability is suspended, WLA provide supplemental instruction consistent with 34 CFR §300.530(d) with the exception of extenuating circumstances outlined in 34 CFR §300.530(g).

**Felonies and Arrests:** The Principal has the authority to suspend or expel a student who has been charged with a felony if the Principal determines that the student's continued presence would have a detrimental effect on the general welfare of the school.

**Notification of Student Records to Local Education Agencies:** If a student who has been expelled applies for admission to another school or school district, the superintendent of the school district to which the application is made may request and shall receive from the Principal a written statement of the reasons for said expulsion.

## Schedule I. Maximum Enrollment Schedule

### Washington Leadership Academy Public Charter School

*Washington Leadership Academy PCS reserves the right to adjust the number of students in each grade, while staying within the confines of the total LEA enrollment for each school year.*

<b>Grade</b>	<b>2016-17 and Every Subsequent Year in Which the School Corporation Serves Students in Grade 9</b>	<b>2017-18 or Every Year in Which the School Corporation Serves Students in Grades 9-10</b>	<b>2018-19 or Every Year in Which the School Corporation Serves Students in Grades 9-11</b>	<b>2019-20 or Every Year in Which the School Corporation Serves Students in Grades 9-12</b>	<b>2020-21 or Every Year in Which the School Corporation Serves Students in Grades 9-12</b>
PK3	0	0	0	0	0
PK4	0	0	0	0	0
K	0	0	0	0	0
1	0	0	0	0	0
2	0	0	0	0	0
3	0	0	0	0	0
4	0	0	0	0	0
5	0	0	0	0	0
6	0	0	0	0	0
7	0	0	0	0	0
8	0	0	0	0	0
9	105	105	105	105	105
10	0	105	105	105	105
11	0	0	105	105	105
12	0	0	0	105	105
Adult	0	0	0	0	0
<b>LEA Total</b>	105	210	315	420	420