

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD

AND

THE CHILDREN'S GUILD DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2015 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and THE CHILDREN’S GUILD DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

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

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

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

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

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

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter.

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

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

- (i) The School's statement regarding the mission and goals of the School and the manner in which the school will conduct any district-wide assessments;
- (ii) Proposed Rules and Policies for Governance and Operation of School Corporation [**Attachment A**];
- (iii) Articles of Incorporation and Bylaws [**Attachment B**];
- (iv) Procedures to Ensure Health and Safety of Students and Employees [**Attachment C**];
- (v) Assurance to Seek, Obtain, and Maintain Accreditation [**Attachment D**]; and
- (vi) Relationship Between School and Employees [**Attachment E**].

The School Corporation shall provide PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall not be required to provide PCSB a petition for a charter revision for any proposed changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

1.2 Effective Date and Term. The Charter shall commence on the effective date of this Agreement and shall continue for a term of fifteen (15) years unless renewed, revoked, or terminated in accordance with Sections §§ 38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement.

SECTION 2. EDUCATIONAL PROGRAM

2.1 Mission Statement.

A. The School Corporation shall operate the School in accordance with its mission statement: The Children's Guild District of Columbia Public Charter School's mission is to use the philosophy of Transformation Education to prepare special needs and general education students for college, career readiness, and citizenship in their community by developing in them critical thinking and creative problem solving skills, self-discipline and a commitment to serve a cause larger than themselves.

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

2.2 Age-Grade.

A. Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in grades Kindergarten through Eighth Grade. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with Schedule I. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

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

2.3 Academic and Non-Academic Goals

A. The School Corporation has selected the following as its academic achievement expectations and goals:

(i) **To ensure that all students receive the support necessary to meet or exceed the curriculum standards and acquire the life skills necessary to be college and career ready, as evidenced by:**

iReady assessment

- Annually, 50% of students at each grade level will meet or exceed their projected target (as indicated by the publisher) from the fall to spring administration of the iReady reading assessment.
- Annually, 50% of students at each grade level will meet or exceed their projected target (as indicated by the publisher) from the fall to spring administration of the iReady math assessment.
- Annually, 50% of special education students at each grade level will meet or exceed their projected target (as indicated by the publisher) from the fall to spring administration of the iReady reading assessment.
- Annually, 50% of special education students at each grade level will meet or exceed their projected target (as indicated by the publisher) from the fall to spring administration of the iReady math assessment.

State Assessment

- Annually, the percent of special education students in grades 3 through 11 scoring proficient or advanced on the state assessment in reading will exceed the state average for special education students for the reading assessment.

- Annually, the percent of special education students in grades 3 through 11 scoring proficient or advanced on the **alternative** state assessment in reading will exceed the state average for special education students for the reading assessment.
- Annually, the percent of special education students in grades 3 through 11 scoring proficient or advanced on the state assessment in math will exceed the state average for special education students for the math assessment.
- Annually, the percent of special education students in grades 3 through 11 scoring proficient or advanced on the state **alternative** assessment in math will exceed the state average for special education students for the math assessment.
- Annually, the percent of non-special education students in grades 3 through 11 scoring proficient or advanced on the state assessment in reading will meet or exceed the charter sector average for non-special education students for the reading assessment.
- Annually, the percent of non-special education students in grades 3 through 11 scoring proficient or advanced on the state assessment in math will meet or exceed the charter sector average for non-special education students for the math assessment.

College and Career Readiness

- The four year graduation cohort rate for non-disabled students will meet or exceed the state average for non-disabled students.
- 80% of Certificate of Completion students who are aged 18 on the last day of school for the school year will graduate with a certificate of IEP completion by age 21.

The National Center and State Collaborative Alternative Assessment (NCSC)

- Annually, the percent of special education students scoring proficient or advanced on the ELA portion of the NCSC will meet or exceed the state average for special education students at each grade level on the NCSC reading assessment.
- Annually, the percent of special education students scoring proficient or advanced on the Math portion of the NCSC will meet or exceed the state average for special education students at each grade level.

Fountas and Pinnell Reading Assessment

- Annually, 65% of general education students in grades K-8 will meet grade level benchmarks on running records from the fall to the spring.
- Annually, 65% of special education students in grades K-8 will demonstrate growth on running records, from the fall to the spring

Read 180 Intervention

- Annually, as measured in the spring of the school year, 75% of intervention students will meet the projected progress on the Spring administration on Read 180 as determined by the Lexile level in the Fall administration . Note: Student fall Lexile levels determine the projected growth for the year.

Attendance

- Annually, the in-seat attendance rate will meet or exceed 90%.

(ii) **To create a safe, academically and socially-rich environment that enables students to utilize creative expression, be self-disciplined and make learning a life-long process as evidenced by:**

Gallup Student Poll

- Annually, the grandmean of students will meet or exceed the national grandmean on the “Hopeful” domain on a scale of 1 (strongly disagree) to 5 (strongly agree) on the Gallup Student Poll.
- Annually, the grandmean of students will meet or exceed the national grandmean on the “Engagement” domain on a scale of 1 (strongly disagree) to 5 (strongly agree) on the Gallup Student Poll.

Student Discipline

- Annually, the school’s rate for suspensions, long-term suspensions and expulsions will be lower than the rates for the state in the following categories: general education students and special education students.

(iii) **To partner with parents, guardians, and the community as learning resources, as evidenced by:**

The National School Climate Survey for Parents

- Annually, the mean score on (the domains of Connectedness and Engagement will be 4.0 or higher on a scale of 1 (Strongly disagree) to 5 (strongly agree).

B. Standard for charter review and renewal. Each campus of the School Corporation must meet the targets as detailed in section 2.3 above. The School Corporation will be deemed to have met its goals and academic achievement expectations if the targets described above are met.

C. If any of the above goals are not met, PCSB may, at its discretion, determine the campus to have met its goals and academic achievement expectations if it has demonstrated

consistent improvement over the course of the most recent five-year period. The School Corporation shall conduct district wide assessments for its students and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

D. The School Corporation shall test every enrolled student in the grades tested by district-wide assessments in core academic subjects (i.e., math, reading, science, and social studies) and report the scores to PCSB in a timely manner.

E. The School Corporation shall provide PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other basis against which the School will be evaluated by PCSB, or the manner in which the School will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

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

2.5 Students with Disabilities.

A. The School Corporation shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

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

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location.

A. The School shall be located at 2146 24th Place, NE, Washington, D.C. 20018 (the “**School Property**”). PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one (1) month prior to the first day of the School’s first Academic Year. A copy of the information submitted to PCSB pursuant to **Attachment F** shall be kept on file at the School.

B. Campuses. Unless otherwise approved by PCSB in writing: (i) in the School’s first year of operations, the School Corporation shall operate a single campus school, for grades K-8; and (ii) in the School’s second year of operation and thereafter, the School Corporation shall operate a multi-campus school, with one campus for grades K-8, and one campus for grades 9-12, which can only serve grade 9 in the second year of operation. After the second year of operation, the School Corporation may add an additional grade to the high school campus every year thereafter until the high school campus serves grades 9 through 12.

C. The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to PCSB at least three months prior to its intended relocation. PCSB reserves the right to delay or prohibit the School’s opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in Attachment F at least one 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 the D.C. Office of the State Superintendent of Education (“**OSSE**”).

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in Attachment G and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation shall provide PCSB with a written request for approval for of any material change to the random selection process at least thirty (30) days prior to the date of the proposed implementation and may consider any comments of PCSB, staff, and its agents in connection with the proposed changes.

C. The School shall maintain an enrollment of no more than 450 students in the first Academic Year and no more than 850 students in subsequent Academic Years in accordance

with Schedule I. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three (3) months before the requested change date with (i) evidence that (a) the School Property has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase; (ii) a revised Schedule I; and (iii) such other items as PCSB may request.

3.3 Disciplinary Policies.

A. The School Corporation shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, described in its petition and included as Attachment H, and shall provide a copy of those policies and procedures to students, parents, and PCSB within the first ten (10) days of the beginning of each Academic Year. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for due process, provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. The School Corporation agrees to provide PCSB with 60 days written notice prior to the adoption of any material change to its Discipline Policies. PCSB shall approve or deny any material changes to such policies and procedures within sixty (60) days of submission.

B. Pursuant to PCSB's Attendance and Discipline Data Policy, the School Corporation shall track suspensions and expulsions on a monthly basis using the data management reporting software identified by PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

C. The School Corporation shall report any student expulsions or suspensions for longer than five (5) days to PCSB within ten (10) days of the expulsion or suspension and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data for each campus separately.

3.4 Complaint Resolution Process. Pursuant to § 38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to students, parents, and PCSB. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide PCSB written notice of a material change to its complaint resolution process at least three (3) months prior to adoption.

3.5 Operational Control.

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

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

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

3.6 Accreditation.

A. By September 1, 2020, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in § 38-1802.02(16) of the Act.

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

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

SECTION 4. **GOVERNANCE**

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

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

4.3 Governance.

A. The School Corporation shall be governed by a Board of 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 PCSB with written notice of any material change(s) to its articles of incorporation or bylaws within three (3) months after 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 (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending the School, and the majority of whom shall be residents of the District of Columbia.

4.5 Authority. Pursuant to § 38-1802.05 of the Act, the Board of 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 Trustees from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Trustees shall (i) set the overall policy for the School; (ii) be responsible for overseeing the academic and fiscal integrity of the School; and (iii) assure the School's compliance with this Agreement and the Act.

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

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

5.2 Tuition and Fees. The School Corporation shall not charge tuition to any student, other than a non-resident student in accordance with § 38-1802.06(e) of the Act, unless such student would otherwise be liable for tuition costs under the Act. The School Corporation may charge

reasonable fees or other payment for after school programs, field trips, or similar student activities.

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

5.4 Contracts.

A. Pursuant to § 38-1802.04(c)(1) of the Act, the School Corporation shall provide PCSB with respect to any procurement contract awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding \$25,000, not later than three (3) days after the date on which such award is made (i) all bids for the contract received by the School Corporation, if any; (ii) the name of the contractor who is awarded the contract; and (iii) the rationale for the award of the contract. The PCSB may request copies of these procurement contracts to be provided to the PCSB upon request. The foregoing shall not apply to any contract for the lease or purchase of real property by the School Corporation, any employment contract for a staff member, or any management contract between the School Corporation and a management company designated in its petition.

B. The School Corporation shall follow the requirements of § 38-1802.04(c)(10) of the Act for contracts entered into with a third party for the management of the School, other than the third party designated in its petition (a “**School Management Contract**”). The School Corporation shall submit a written request for approval to PCSB before canceling; terminating; or materially amending, modifying, or supplementing any School Management Contract; however, such a request shall be deemed approved unless PCSB notifies the School Corporation within sixty (60) days of submission of a request for approval that the request has been denied and the reason(s) for denial.

C. The School Corporation shall award “interested party contracts” or “conflicting interest contracts,” as those terms are defined in PCSB’s Submission of Procurement Contracts and Board of Trustees Meeting Minutes Policy, effective September 15, 2014, and as amended thereafter, pursuant to such PCSB policy, and in accordance with the School Corporation’s conflict of interest policies and procedures, to the extent that the School Corporation’s policies are not inconsistent with PCSB’s policy.

D. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that PCSB has no responsibility for the debts or action of the School Corporation or the School. The School Corporation shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

5.5 Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations. This shall include the types of insurance set forth in Attachment I and in no less than the respective coverage and limits set forth therein. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as

additional insureds. The Board of Trustees may by written notice amend the insurance coverage required by this Section 5.5 and Attachment I to include such additional insurance coverage that the Board of Trustees determines is reasonably necessary, subject to the availability of such insurance on commercially reasonable terms.

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

5.7 Enrollment and Attendance Records.

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

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

5.8 Board of 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 make such documents available for inspection by PCSB, its officers, employees, or agents upon request.

SECTION 6. PERSONNEL

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

6.2 Hiring. The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten (10) hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School Management Contract. From time to time as established by the School Corporation, the School Corporation shall conduct random background checks on each employee and each person who regularly volunteers at the School more than ten (10) hours a week, but at a minimum once every two years.

SECTION 7. REPORTING REQUIREMENTS

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

7.2 Audited Financial Statements. As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, the School Corporation shall deliver to PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act in accordance with GAAP and government auditing standards for financial audits issued by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

7.3 Interim Financial Reports. Unless otherwise notified by PCSB, the School Corporation shall prepare and submit to PCSB within forty-five (45) days after the end of each Interim Period starting with the Interim Period beginning July 1, 2015 (i) the balance sheet of the School Corporation at the end of such Interim Period and the related statements of income and cash flows of the School Corporation for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (ii) notes to the balance sheet describing the financial status of the School Corporation including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period. These reports may include supplemental schedules as required by PCSB. “**Interim Period**” shall mean monthly, and from time to time thereafter, upon written notice by PCSB to the School Corporation, the period designated by PCSB in such notice.

7.4 Budget. No later than June 1 of each Academic Year, the School Corporation shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a “**Budget**”) for the next succeeding Academic Year. The School Corporation’s initial Budget shall be in accordance with the Budget submitted with its Petition to PCSB. If PCSB has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded in writing, the School Corporation may only implement a Budget with the prior written approval of PCSB. PCSB may specify the format and categories and information contained in the Budget.

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

7.6 Attendance Data. No later than five (5) days after the end of each month during the Academic Year and during summer school, if offered, the School Corporation shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for the School using attendance management reporting software identified by PCSB. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit to PCSB distinct and unique attendance data.

7.7 Key Personnel Changes. Within five (5) days of the chair of the Board of 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 Trustees, an officer of the School Corporation, or a key personnel as identified by position in Attachment J (but no later than the time the School Corporation announces such departure publicly), the chair of the Board of Directors or an officer of the School Corporation shall provide to PCSB notice identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

7.8 Authorizations. Within forty-five (45) days after the end of each Academic Year, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Trustees that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect. If the School Corporation receives notice, whether formal or informal, of any alleged failure to comply with the terms or conditions of any Authorization, the School Corporation shall provide PCSB, within seven (7) days of receiving such notice, a report detailing the nature and date of such notice and the School Corporation's intended actions in response. "**Authorizations**" shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

7.9 Events of Default. The School Corporation shall promptly report to PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation or the School including: (i) any claim there has been a material breach of any contract that affects the operation of the School; (ii) any claim or notice of a default under any financing obtained by the School Corporation; and (iii) any claim that the School Corporation has failed to comply with the terms and conditions of any Authorizations required to

operate the School. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the School Corporation's intended response.

7.10 Litigation. The School Corporation shall promptly report to PCSB the institution of any material action, arbitration, government investigation, or other proceeding against the School Corporation or any property thereof (collectively "**Proceedings**") and shall keep PCSB apprised of any material developments in such Proceedings. No later than February 14 and August 14 of each Academic Year, the School Corporation shall provide PCSB a schedule of all Proceedings involving any alleged liability or claim or, if there has been no change since the last report, a statement to that effect.

7.11 Certificates of Insurance. No later than August 15 of each Academic Year, the School Corporation shall deliver to PCSB a certificate of insurance with respect to each insurance policy required pursuant to Section 5.5 above and Attachment I. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. The School Corporation shall furnish PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above and Attachment I upon request.

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

SECTION 8. COMPLIANCE

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

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

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

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

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

8.7 Administrative Fee. The School Corporation shall pay annually to PCSB, no later than November 15 of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of PCSB. Notwithstanding the foregoing, PCSB shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the fall allocation of its annual Academic Year funding from the government of the District of Columbia by such date provided that the School Corporation pays PCSB such fee within five (5) business days of the School Corporation's receipt of such funding.

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 Charter Renewal. The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to the terms of the Act. If such renewal is granted by PCSB in accordance with the Act, PCSB and the School Corporation shall (i) renew this Agreement with amendments satisfactory to PCSB and the School Corporation; or (ii) enter into a substitute agreement satisfactory to PCSB and the School Corporation.

9.2 Charter Revocation.

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

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

C. If the School Corporation operates two or more campuses under the Charter, PCSB has the authority to propose revocation of the Charter 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 8, 2015; upon Charter revocation or nonrenewal; or by mutual written agreement of the parties hereto.

9.4 Probation and Corrective Action.

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

B. If PCSB elects to place the School or one of the School's campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide PCSB a written request for approval five (5) business days prior to taking any of the following actions: (i) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract

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

9.5 Mandatory Dissolution.

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

B. In the event of dissolution, PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan for (i) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (ii) discharge the School Corporation's debts; and (iii) distribute any remaining assets in accordance with § 38-1802.13a of the Act.

SECTION 10. OTHER PROVISIONS

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

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

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

10.4 Entire Agreement; Amendments. This Agreement, together with all the attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement, provided

that Attachments A-E which constitute the School Corporation's Charter can only be modified or amended through Petition for Charter Revision subject to 1.1(B) of this agreement, except that Attachments A, B, and E require only 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 PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

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

10.8 Waiver. No waiver of any breach of this Agreement or the Charter shall be held as a waiver of any 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 PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement.

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

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

If to PCSB:

District of Columbia Public Charter School Board

3333 14th St., NW; Suite 210

Washington, D.C. 20010

Attention: Scott Pearson, Executive Director

spearson@dcpcsb.org

Telephone: (202) 328-2660

If to the School Corporation:

The Children's Guild

6802 McClean Blvd.

Baltimore, Maryland 21234

Attention: Andrew L. Ross, President and CEO

Email: ross@childrensguild.org

Telephone: (410) 444-3800

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.

SCHOOL CORPORATION



By: Andrew L. Ross, President and CEO

Date: 3/23/15

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**



By: Darren Woodruff, Ph.D.

Title: Board Chair

Date: 4/15/15

SCHEDULE I**Maximum Enrollment Schedule****The Children's Guild DC Campus****Enrollment Matrix – All Campuses**

Grade	Academic Year 2015-16	Academic Year 2016-17	Academic Year 2017-18	Academic Year 2018-19	Academic Year 2019-20	Academic Year 2020-21	Academic Year 2021-22	Academic Year 2022-23	Academic Years 2023-30
Pre-School	-	-	-	-	-	-	-	-	-
Pre-Kindergarten (Pre-K)	-	-	-	-	-	-	-	-	-
Kindergarten	25	25	25	25	25	25	25	25	25
Grade 1	25	25	25	25	25	25	25	25	25
Grade 2	25	25	25	25	25	25	25	25	25
Grade 3	25	25	25	25	25	25	25	25	25
Grade 4	50	50	50	50	50	50	50	50	50
Grade 5	75	75	75	75	75	75	75	75	75
Ungraded ES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grade 6	75	75	75	75	75	75	75	75	75
Grade 7	75	75	75	75	75	75	75	75	75
Grade 8	75	75	75	75	75	75	75	75	75
Ungraded MS/ JHS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grade 9	-	100	100	100	100	100	100	100	100
Grade 10	-	-	100	100	100	100	100	100	100

Grade 11	-	-	-	100	100	100	100	100	100
Grade 12	-	-	-	-	100	100	100	100	100
Ungraded SHS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Alternative	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Special Ed Schools	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Adult	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LEA Total	450	550	650	750	850	850	850	850	850
Projected % - Special Needs	60%	63%	65%	66%	67%	67%	67%	67%	67%
Projected % - ELL	6%	6%	6%	6%	6%	6%	6%	6%	6%
# Campuses*	1	1	1	2	2	2	2	2	2

ATTACHMENT A

Proposed Rules and Policies for Governance and Operation of School Corporation

As required by the District of Columbia Public Charter School Reform Act, the School Corporation will have an autonomous Board of Trustees (the Board). The Board of The Children's Guild District of Columbia Public Charter School, Ltd. (CGDC) will oversee the financial affairs, and assess the effectiveness of academic outcomes and its instructional approach. Board members will represent the sectors of business, accounting, finance, facility management, not-for-profit management, special education, general education, the arts, community residents, and community. One of the parents would represent the parents who have children attending the school with special needs. The other parent would represent parents of children who have accelerated learning and regular education needs. The Board will consist of not less than 3 members or no more than 15. The majority of the members will be District of Columbia residents.

Structure

The board will meet quarterly and will elect a chair, vice chair, secretary and treasurer. The board will operate with the following standing committees: Finance and Facilities, Planning and Assessment, and the Executive Committee. The Finance Committee will oversee the financial operations and the grounds, the building, equipment and human resources. It will also oversee the annual audit. The planning and assessment committee will oversee the implementation of the charter; the strategic plan; academic achievement; the effectiveness of the educational management organization, human resources and participate in the principal's performance review. The Executive Committee will be responsible for board recruitment, evaluating the board members performance and will be responsible for conducting board business during the interim of the quarterly board meetings.

Responsibilities

The board's primary objective is to ensure that the charter school makes a real and valued difference in the academic, social and emotional lives of the students and fulfills the commitments set forth in its charter. In addition, the board is responsible for:

- establishing policy;
- creating, updating and maintaining the school's vision and mission statement;
- determining its programs and services;
- approving the strategic plan;
- ensuring the school is operating in a fiscally-sustainable way;
- evaluating the effectiveness of the academic program on an ongoing basis;
- holding executive sessions to discuss crises (as needed), and;

- conducting the principal's performance review and salary determination.

The board will accomplish these duties by monitoring operations, guiding and approving the annual budget, creating and overseeing the implementation of the strategic plan, establishing the salaries and benefits of the employees, creating policies that guide the operation of the school and approving major grants and contracts. Members of the Board are expected to prepare for and attend board meetings and are responsible for: approving policies and decisions, recruiting and electing board members, fundraising, promoting, and advocating for the charter school.

The key power of the board is to hire, evaluate and (if necessary) terminate the Educational Management Organization (EMO). It also has final authority over hiring the school's principal and acting on grievances against any employee of CGDC that cannot be resolved to the employee's satisfaction by the principal or the EMO. The EMO is responsible for evaluating and, if necessary, terminating the principal with the input and collaboration of the board. The board will serve as a governing board and have no direct authority or responsibility over any employee, parent or student associated with the school. Their only direct authority is their responsibility of hiring, evaluating and firing the EMO.

The board is also responsible for ensuring that the charter school functions in a financially prudent and ethical manner and creates and sustains a future focus that assures the charter school's relevance to the students, their families and the District.

Ethics

The ethics that guide the behavior of the board of directors address the importance of the school board member upholding and enforcing: laws; rules and regulations of the DC Public Charter School Board; decisions based on the welfare of the students; a focus on governance not management; the importance of recognizing that decision making rests in the board not in individual directors; the duty to maintain confidentiality pertaining to the school, students and families; the duty to appoint a highly qualified EMO; the duty to refer complaints to the EMO; and enforcing the duty to support and protect school personnel in the proper performance of their duties. These ethics required of the CGDC board member are spelled out in The Children's Guild District of Columbia Public Charter School, Ltd.'s Code of Ethics. The process for defining, disclosing, and determining a conflict of interest, as well as the procedure for addressing conflicts of interest of members of the board, executives of the EMO, or employees is detailed in The Children's Guild District of Columbia Public Charter School, Ltd.'s Conflict of Interest Policy.

Terms

Each member of the board will be assigned a class that indicates the start and the end of their board term and there will be three classes to assure all board terms will not all conclude in any one year. The officers of the board that are voting members of the board will serve two year

terms and be voted to office by the members of the board at its annual meeting. The board chair will have the right to appoint committee chairs and the members of each committee.

Policies

Additional rules and policies will be further detailed in the Board of Trustees Manual that will be developed during the planning year. The Board Manual will include rules and policies concerning: legal documents (e.g., charter by-laws); strategic plans (e.g., Accountability Plan, Resource Development Plan, Financial Management Plan); membership organization and operation (e.g., job descriptions, performance expectations, committee descriptions, calendar, agendas, minutes, Founder/Executive Director reports); finance and resource development (e.g., fiscal policies, budget, audits); public and community relations; school code of conduct (e.g., discipline policies, Board's appeal hearing processes); and human resources and personnel (e.g., guidelines for hiring and evaluations of the principal, personnel, and school staff and student policies including grievance policies).

EMO

The Children's Guild, Inc. will serve as the Educational Management Organization (EMO), and will serve at the pleasure of the board. The duties of the EMO will be put forth in the management contract, as will the duration of the contract, the fee for providing the service, the understanding of how the EMO will be evaluated, the relationship of the EMO to the board and its employees, the process for remedying complaints or dissatisfaction with service provided by the EMO and the process for terminating the agreement by each party. The President and CEO of The Children's Guild, Inc. will report to the board. The Children's Guild, Inc.'s Vice President and Chief Operating officer of Schools shall supervise the principal and serve as the liaison between the needs of the school and the services of the management company and between the DC Public Charter School Board and the school. The principal will work for the EMO but final authority for approving the hiring of the principal and the salary and benefits paid to the principal and members of the faculty rests with the board. The board will also be responsible for hearing appeals of staff grievances against the principal and the EMO and making the final decision to resolve the grievance according to The Children's Guild District of Columbia Public Charter School, Ltd.'s Grievance Procedure. The board will have input into the principal's yearly performance review and retention. The EMO will have final authority over the content of the performance review document provided to the principal. The decision to retain or terminate the principal rests with the EMO. The principal will have final authority to hire, evaluate and terminate the employees of the charter school.

ATTACHMENT B
Articles of Incorporation and Bylaws

BYLAWS
OF
THE CHILDREN’S GUILD DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL, LTD.
(A District of Columbia Nonprofit Corporation)

ARTICLE I. NAME

The name of the corporation shall be The Children’s Guild District of Columbia Public Charter School, Ltd. (the “School Corporation”).

ARTICLE II. DIRECTORS

Section 1. General Powers.

The business and affairs of the School Corporation shall be managed under the direction of its Board of Directors (the “Board of Directors” or the “Board”) consisting initially of those individuals named in the Articles of Incorporation. In addition to the powers expressly conferred upon them by these Bylaws, the Board of Directors may exercise all the powers of the School Corporation. From time to time, the Board of Directors may delegate to officers of the School Corporation such powers and duties as it may see fit in addition to those specifically provided in these Bylaws. The Board of Directors is generally responsible for approving the hiring of the principal, having input into the principal’s performance review, fundraising, charter advocacy, and community outreach.

Section 2. Composition, Election and Tenure.

The Board shall elect the individuals to serve as directors of the School Corporation. At all times, a majority of the directors of the School Corporation shall be residents of the District of Columbia.

Directors shall be divided into three classes so that the terms of directors are staggered and approximately one-third of the directors’ terms shall expire each year. Each director shall serve for a term of (3) years, provided that terms of initial directors may be abbreviated in order to implement staggered terms. Each director shall serve until a successor shall be appointed and qualify. Directors may be re-elected and serve up to three (3) consecutive terms.

In addition to the foregoing, two directors (the two “Parent Directors”) shall be elected by the Board from among a list of candidates compiled and presented to the Board by the Parent Teacher Association (the “PTA”). Each candidate appearing on the list compiled and presented to the Board by the PTA shall be a parent or legal guardian of one or more students currently-enrolled in the public charter school operated by the School Corporation (the “School”). A Parent Director’s term will automatically terminate when his or her child is no longer enrolled.

At all times at least two voting directors of The Children’s Guild, Inc. (the “EMO Directors”) shall be directors of The Children’s Guild, Ltd., (the School Corporation) provided, however, that the EMO Directors shall not make up a majority of the directors of the Board of The Children’s Guild, Ltd., (the School Corporation).

The individual holding the offices of President of The Children’s Guild, Inc. and President of the School Corporation shall serve as an ex-officio non-voting member of the Board of Directors. This individual shall be in addition to the EMO Directors.

The Board of Directors shall keep minutes of its meetings and a full account of its transactions as described in Section 8 of this Article of the School Corporation’s Bylaws. The number of directors may be increased or decreased, but shall never be less than three (3) or greater than fifteen (15). Except where specified otherwise, all references in the Articles of Incorporation and these Bylaws to “directors” shall be deemed to refer collectively to (i) the directors appointed by the Board (ii) the Parent Directors, and (iii) the EMO Directors.

Section 3. Regular Meetings.

The Board of Directors shall hold quarterly meetings, on a date and at a time and place to be determined by the Chairperson or the directors. Other regular meetings shall be held monthly on such dates and at such times as may be designated from time to time by the Chairperson or by the directors.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairperson or by any two directors.

Section 5. Place of Meetings.

The Board of Directors may hold its regular and special meetings at such place within or without the District of Columbia as it may from time to time determine. In the absence of such determination, regular and special meetings of the Board of Directors shall be held at the principal business office of the School Corporation.

Section 6. Notice.

Notice of the place, date and time of every regular and special meeting shall be given to each director:

(a) By notice in writing, mailed postage prepaid, not later than the third day before the day set for the meeting and addressed to the director's last known post office address according to the records of the School Corporation;

(b) By electronic or telephonic communication or by notice in writing delivered personally or left at the director's residence or usual place of business not later than the second day before the day set for the meeting.

No notice of the time, place or purpose of any meeting need be given to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice or who attends the meeting.

Section 7. Quorum.

A majority of the Board of Directors duly appointed at the time of the meeting shall constitute a quorum for the transaction of business at every meeting. If, at any meeting, there is less than a quorum present, a majority of those present may choose to adjourn the meeting and reschedule the meeting for a different date within 30 days of the original meeting, and no further notice for such reconvened meeting shall be necessary other than by announcement at the adjourned meeting. At any such reconvened meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called. Except as otherwise provided in the Articles of Incorporation or these Bylaws, the action of a majority of the directors present at a meeting at which a quorum is present shall be the action of the Board of Directors.

Section 8. Minutes.

As soon as practicable after any meeting of the Board of Directors, the Secretary or such other individual as designated by the Board shall prepare and retain written minutes of such meeting. The minutes shall reflect each item that the Board considered; the action taken by the Board on each item; and a list of each vote that was recorded.

Section 9. Vacancies.

The Board shall fill any vacancy occurring among the directors. A vacancy in the position of a Parent Director shall be filled by the Board from among a list of candidates compiled and presented by the PTA. The list shall consist of parents with children currently enrolled at the public charter school operated by the School Corporation. A director appointed to fill a vacancy among the directors shall serve for the unexpired term of the predecessor in office.

Section 10. Resignation and Removal.

A director may resign at any time by notifying the Chairperson or Secretary of the School Corporation in writing, specifying the effective date of the resignation. If no effective date is specified, the resignation shall take effect at the time tendered. Subject to Article I, Section 2 of these Bylaws, at any meeting of the directors called for the purpose, the directors may, with or without cause, propose to remove any director, by vote of a majority of the other directors. If the Board approves the director's removal, the Board may appoint another in place of the person so removed to serve for the remainder of the term. A resignation in the position of a Parent Director shall be filled by the Board from among a list of candidates compiled and presented by the PTA. The list shall consist of parents with children currently enrolled at the public charter school operated by the School Corporation.

Section 11. Compensation.

Directors shall receive no compensation for their services as such but may, by resolution of the Board of Directors, be allowed reimbursement for their expenses actually and reasonably incurred on behalf of the School Corporation.

Section 12. Action without Meeting.

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a unanimous consent which sets forth the action is given in writing or by electronic transmission by each director and such is filed in paper or electronic form with the minutes of proceedings of the Board of Directors.

Section 13. Telephone Conference.

Members of the Board of Directors or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meetings can hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

ARTICLE III. OFFICERS

Section 1. In General.

The officers of the School Corporation shall consist of a Chairperson of the Board of Directors (the "Chairperson"); so many Vice-Chairpersons of the Board of Directors ("Vice-Chairpersons") as the Board shall elect, and, if more than one are elected, with one being designated as First Vice-Chairperson; President; one or more Vice-Presidents; Secretary; Treasurer; and such Assistant Secretaries and Assistant Treasurers as the Board shall elect. Any two offices, except those of (1) Chairperson and Vice-Chairperson; (2) President and Vice-

President; or (3) President and Treasurer, may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity when such instrument is required to be executed, acknowledged, or verified by any two or more officers.

With the exception of the President and CEO of The Children's Guild, Inc., all officers of the School Corporation shall be appointed by the Board and shall serve for a term of two (2) years and until their successors shall be appointed and qualify. The individual holding the office of the President and CEO of the Educational Management Organization from time to time shall serve as the President and CEO of the School Corporation; and such individual shall serve as the President and CEO of the School Corporation for so long as he/she shall also hold the office of President and CEO of the Educational Management Organization. The Chairperson and each Vice-Chairperson shall be chosen from among the directors. Other officers may be, but are not required to be chosen from the directors. The Board of Directors may from time to time appoint such other agents and employees with such powers and duties as the Board may deem proper.

Section 2. Chairperson.

The Chairperson shall preside at all meetings of the School Corporation and at all meetings of the Board of Directors and shall be an ex-officio member of all committees of the Board of Directors, except as the Board of Directors shall otherwise designate. The Chairperson shall not be an employee of the School Corporation.

Section 3. Vice-Chairperson(s).

In the absence of the Chairperson or in the event of his or her inability or refusal to act, the Vice-Chairperson (or, in the event there be more than one Vice-Chairperson, the Vice-Chairpersons in the order of their election or designated seniority) shall perform the duties of the Chairperson, and when so acting, shall have and may exercise all the powers of the Chairperson. Any Vice-Chairperson shall perform such other duties as from time to time may be assigned by the Chairperson or by the Board of Directors. Each Vice-Chairperson shall be a member of the Board of Directors and shall not be an employee of the School Corporation.

Section 4. President.

The President and CEO of The Children's Guild, Inc. hired by the Board of Directors shall be the President and CEO of the School Corporation and an ex-officio non-voting member of the Board of Directors. The President and CEO shall have general management and direction of the activities of the School Corporation and all powers ordinarily exercised by the President and CEO of a School Corporation; shall have authority to employ an administrator or other persons at salaries fixed by resolution of the Board of Directors to assist in the general management and direction of the activities of the School Corporation; and shall have authority to sign and execute, in the name of the School Corporation, all deeds, mortgages, bonds, contracts, or other instruments to be executed on the School Corporation's behalf.

Section 5. Vice-President(s).

In the absence of the President and CEO or in the event of his or her inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in the order of their election or designated seniority) shall perform the duties of the President and, when so acting, shall have and may exercise all the powers of the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the Chairperson or by the Board of Directors.

Section 6. Secretary.

The Secretary shall keep minutes of the meetings of the Board of Directors, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the corporate records and of the seal of the School Corporation, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the Chairperson or by the Board of Directors.

Section 7. Treasurer.

The Treasurer shall have charge and custody of all funds and securities of the School Corporation, receive and give receipts for monies due to the School Corporation, and deposit all such monies in the name of the School Corporation in such banks or other depositories as shall from time to time be selected by the Board of Directors. In general, the Treasurer shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Chairperson or by the Board of Directors.

Section 8. Assistant Officers.

Each Assistant Secretary and Assistant Treasurer (if any) shall hold office for such period and shall have such authority and perform such duties as the Board of Directors may prescribe.

Section 9. Compensation.

Officers who are employees of the School Corporation may receive reasonable compensation for their services as employees, as determined by resolution of the Board of Directors. Officers who are not employees of the School Corporation shall not receive compensation for their services as such. Notwithstanding the above, all officers may, by resolution of the Board of Directors, be allowed reimbursement for their expenses actually and reasonably incurred on behalf of the School Corporation.

Section 10. Resignation and Removal.

An officer may resign at any time by notifying the Chairperson or the Secretary in writing, specifying the effective date of the resignation. If no effective date is specified, the

resignation shall take effect at the time tendered. The Board shall have the power to remove any officer with or without cause. The Board may authorize any officer to remove subordinate officers.

Section 11. Vacancies.

The Board shall have the power to fill a vacancy occurring in any officership.

ARTICLE IV. COMMITTEES

Section 1. Executive Committee.

The School Corporation shall have an Executive Committee, which committee, shall to the extent provided in said resolution, have and exercise the authority of the Board of Directors in the management of the School Corporation between meetings of the Board, and shall be considered a committee of the Board of Directors (“Committee of the Board”). The Executive Committee shall also exercise general oversight over the other committees. The Board of Directors, by resolution adopted by a majority of the Directors in office at the time such action is taken, may also create other Committees of the Board which shall exercise such powers of the Board of Directors as delegated in said resolution, provided that neither the Executive Committee nor any other Committee of the Board may be delegated the power to: (1) authorize distributions; (2) fill vacancies on the Board of Directors or any Committee of the Board; (3) adopt, amend, or repeal bylaws, or (4) approve or propose to the Board any action that is required to be taken by members under the District of Columbia Nonprofit Corporation Act (the “Act”). The delegation of authority to the Executive Committee or a Committee of the Board shall not operate to relieve the Board of Directors, or individual Director, of any responsibility imposed upon them by law. The Executive Committee and any Committee of the Board, if formed, must consist exclusively of one (1) or more Directors approved by a majority of the Board of Directors in office when the Director is appointed to such committee. Provisions on the call of meetings, notice of meetings, action without meeting, and waiver of notice of meetings applicable to meetings of the Board of Directors are also applicable to meetings of Committees of the Board. The Executive Committee will be responsible for general governance matters, including nominating and recruiting members of the Board of Directors, evaluating current members of the Board of Directors and evaluating the Board itself.

Section 2. Other Advisory Committees.

Other committees not having and exercising the authority of the Board of Directors in the management of the School Corporation (“Advisory Committees”) may be designated in these Bylaws or by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolutions, the President shall appoint the members of such committees, and members of such committees need not be Directors.

Section 3. Finance and Facilities Committee.

The Finance Committee shall be a standing Advisory Committee of the Board of Directors. The committee shall exercise general oversight of the financial operations of the School Corporation; review the annual audited financials and other financial documents of the School Corporation; and report to the Board of Directors with regard to its findings. The committee shall exercise oversight with regard to the proper maintenance, repair, and replacement of the School Corporation's grounds, facilities, buildings, and equipment.

Section 4. Planning and Assessment Committee.

The Planning and Assessment Committee shall be a standing Advisory Committee of the Board of Directors. The committee shall provide guidance and supervision to help ensure that the School is achieving its targeted objectives. The committee will assess academic performance and recommend academic policy changes to the Board of Directors, as needed. The committee will assess the consistency and quality of the School's instructional approach. The committee will monitor the School Corporation and the School to ensure that they are compliant with the policies and regulations for operating a public charter school and for meeting the needs of students designated to receive special education. The committee will evaluate any grievances and also evaluate the management company's performance. The committee shall also exercise oversight of all issues related to the School's personnel, including but not limited to staffing needs, performance evaluations, and discipline.

Section 5. Term of Office.

Each member of every committee shall continue in office at the pleasure of the Board of Directors.

Section 6. Committee Chair.

One member of each committee shall be appointed Committee Chair by the Chairperson.

Section 7. Quorum.

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

Section 8. Rules.

Each committee may adopt rules for its own governance not inconsistent with the Articles of Incorporation, with these Bylaws, with rules adopted by the Board of Directors, or with any applicable law of the District of Columbia.

ARTICLE V. MANDATORY DISSOLUTION

In the event of the liquidation, dissolution or winding up of the Corporation in any manner or for any reason whatever, all of the assets of the Corporation after the payment of the obligations and liabilities of the Corporation shall be transferred to one or more domestic corporations or associations as may be selected by the Corporation's directors, provided further, however, that any transferee corporation shall qualify under the provisions of Sections 501(c)(3), 170(c), and 2055(a) of the Code.

ARTICLE VI. CONTRACTS, CHECKS, DEPOSITS AND GIFTS

Section 1. Contracts.

The Board of Directors may authorize any officer(s) or agent(s) of the School Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School Corporation, and such authority may be general or specific.

Section 2. Checks, Drafts, Etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the School Corporation shall be signed by such officer(s) or agent(s) of the School Corporation, and in such manner, as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits.

All funds of the School Corporation shall be deposited from time to time to the credit of the School Corporation in such banks or other depositories as the Board of Directors may select.

Section 4. Gifts.

The Board of Directors may accept on behalf of the School Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the School Corporation.

ARTICLE VII. SUNDRY PROVISIONS

Section 1. Fiscal Year.

The fiscal year of the School Corporation shall be the year ending on June 30th unless some other fiscal year be specified by resolution of the Board of Directors.

Section 2. Indemnification.

To the fullest extent permitted by the Act, the School Corporation shall indemnify and hold harmless each officer and director of the School Corporation against any and all liabilities, costs and expenses (including attorneys' fees and expenses) reasonably incurred by him or her or on his or her behalf in connection with any proceeding to which he or she may be a party by reason of his or her being or having been an officer or director of the School Corporation. Such indemnity shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, or otherwise. Such indemnity shall inure to the benefit of the heirs, executors, or administrators of each officer and director. The School Corporation may purchase liability insurance for the indemnity specified above to the fullest extent as determined from time to time by the Board of Directors of the School Corporation. If so purchased, as required by the Act, such liability insurance shall provide a minimum limit of coverage of not less than \$200,000 per individual claim and \$500,000 per total claims that arise from the same occurrence, or such other amount as provided by the Act.

Section 3. Books and Records.

The School Corporation shall keep correct and complete books and records of account and shall also keep as permanent records: (i) minutes of all meetings of the Board of Directors; (ii) records of all actions taken without a meeting by the Board of Directors or the Board; (iii) records of all actions taken by a Board Committee on behalf of the School Corporation. The School Corporation also shall keep at its principal office (i) the School Corporation's Articles of Incorporation, (ii) these Bylaws, (iii) minutes and other permanent records described above for the last three years; (iv) all official communication in the form of a record to the Board generally within the past three years, including financial statements furnished to the Board in the last three years; (v) a list of the names and business addresses of the School Corporation's current Directors and Officers; and (vi) the most recent biennial report filed by the School Corporation with the District of Columbia.

[The rest of this page is intentionally blank.]

Section 4. Amendments to Bylaws.

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted by the Board of Directors at any regular meeting or at any special meeting called for that purpose.

Adopted by the School Corporation on _____, 2015.

ATTACHMENT C

Procedures to Ensure Health and Safety of Students and Employees

Health: Our facilities will comply with all applicable health and safety laws and regulations of the District and the Federal government. We will comply with all Americans with Disabilities Act (ADA) requirements to ensure that students and staff with disabilities can access our facility and will ensure that all reasonable measures are taken to ensure the safety of our students and staff. We will submit reports to PCSB as required, showing that the charter school's facilities comply with applicable health and safety laws and regulations.

Safety: We will comply with the District of Columbia's Fire Prevention Code and make our facility available for inspection by D.C. Department of Consumer and Regulatory Affairs and Fire and Emergency Medical Services officials. The Children's Guild District of Columbia Public Charter School (CGDCPCS) will provide training to staff and students; develop fire evacuation and safety plans; and plan and execute fire and emergency drills in accordance with all such requirements. Emergency routes will be mapped and posted in each room and fire drills will be performed regularly. Emergency plans will be shared with relevant agencies in the city.

As mandated by Section §38-1802.04(c)(4)(B) of the DC School Reform Act, each year CGDCPCS 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 District of Columbia and the federal government. The report will be open to the public and, upon request, the report will be made readily available.

ATTACHMENT D

Assurance to Seek, Obtain, and Maintain Accreditation

The Children's Guild District of Columbia Public Charter School will seek, obtain, and maintain accreditation from an approved accrediting organization in the District of Columbia, not later than September 1, 2020.

ATTACHMENT E

Relationship Between School and Employees

From the Children's Guild's Employee Handbook: "Employment with the Children's Guild is "at-will". Either the employee or the Children's Guild may terminate the employment relationship at any time or for any reason. Moreover, nothing in this handbook or in any policy constitutes an express or implied contract of employment or warranty of benefits. No one has authority to modify this at-will relationship or enter into any employment contract. The only exception is if the Guild President elects to modify the at-will relationship or employment contract."

ATTACHMENT F

Pre-opening Requirements

The Children's Guild will utilize the Pre-opening checklist provided by PCSB:

Pre-Opening Visit Checklist – The Children's Guild District of Columbia 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 Directors has been established.	<ul style="list-style-type: none">Meeting minutes from the most recent board meeting*BOD membership roster*	
Leadership roles have been filled.	<ul style="list-style-type: none">Organizational Chart with namesContracts, including position description	

Staffing

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

Curriculum and Instruction

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

Students and Parents

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

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> • Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA) • Evidence that the records of students with disabilities are kept in a secure location • Evidence that parents or adult students have been provided with notice of their rights under FERPA 	
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> • Description of complaint resolution process in employee, parent, and student handbooks * 	

Operations

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Systems are in place to accurately collect and submit attendance and discipline data, and Compliance	<ul style="list-style-type: none"> • Student Information System is in place • Staff member(s) have been trained on 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
<p>documents, including the following:</p> <ul style="list-style-type: none"> -system to accurately collect and submit attendance and discipline; -system to accurately collect excused absence documentation; and -system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable -system to accurately submit Compliance documents to PCSB 	<p>ProActive, the school's Student Information System, and Epicenter</p>	
<p>Arrangements have been made for food service.</p>	<ul style="list-style-type: none"> • Food service contract • Record of Basic Business License (BBL) * 	
<p>Provisions have been made for health services and immunization, if appropriate.</p>	<ul style="list-style-type: none"> • Evidence that health services and immunization services are available (school nurse, contract with local health facility, etc.) • Evidence of access to the immunization registry and a mechanism for entering immunization data 	
<p>There are written plans for such life safety procedures as</p>	<ul style="list-style-type: none"> • Written plans for life safety procedures included in 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
fire drills and emergency evacuation.	<p>faculty/student handbooks.</p> <ul style="list-style-type: none"> Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) * 	
A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB.	<ul style="list-style-type: none"> Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB 	

Facilities, Furnishings and Equipment

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.	<ul style="list-style-type: none"> Space meets the needs of the program and number of students to be served 	

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

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
<p>Certificates of insurance, which meeting at least the minimum levels required by the PCSB, are on file at the school and PCSB.</p>	<ul style="list-style-type: none"> • Certificates of insurance on file at school with coverage in accordance with their charter or meeting the minimum levels recommended here:* <p>-<u>General Liability</u>- \$1000 per occurrence, \$2000 aggregate</p> <p>-<u>Directors and Officers Liability</u> - \$1000</p> <p>-<u>Educators Legal Liability</u> - \$1000</p> <p>-<u>Umbrella Coverage</u> - \$3000; \$5000 if providing transportation</p> <p>-<u>Property/Lease Insurance</u> - 100 percent of replacement cost</p> <p>-<u>Boiler and Machinery Insurance</u> - \$1000 (if appropriate actual loss sustained)</p> <p>-<u>Auto Liability Insurance</u> - \$1000</p> <p>-<u>Workers Compensation</u> - As required by law</p>	

Overall Notes:

ATTACHMENT G

Random Selection Process

The Children's Guild will participate in the MySchool DC lottery. The My School DC lottery is designed to match students with the schools they want most, and maximize the number of students who are matched. The matching algorithm is the computer program that runs the lottery. It is a deferred acceptance model that was developed specifically for My School DC by the Institute for Innovation in Public School Choice (IIPSC) and is based on the Nobel Prize-winning work of economist Al Roth of Stanford University. IIPSC also developed the lottery algorithms for New Orleans and Denver and is currently working with Philadelphia and Newark.

The two most important things to know about the algorithm are:

1. Students who rank schools on their application according to their true choices have the best chance of being matched to the schools they most want to attend.
2. Students who apply early get no advantage in the matching process.
3. There is no preference according to specific student geographic or demographic characteristics under current DC law.

For all schools except DCPS specialized high schools, the algorithm follows this process.

The matching algorithm assigns each student a random lottery number and attempts to match each student with his or her first choice first, then his or her second choice, and so on. A student's ranking of schools (the order a student puts schools on his or her application) is critical because the matching algorithm attempts to match each student with his or her first choice first, then his or her second choice, and so on. However, when the matching algorithm is comparing two students who have applied to the same school, the decision is based on two criteria: (1) each student's preferences at that school (e.g., sibling preference); and (2) if there is no difference in preferences, each student's randomly assigned lottery number. The students' rankings of the schools are not a factor at that point in the process. This is why the system is strategy-proof — and why students are best served by ranking schools according to their true choices (the school they most want to attend first, then their second choice, and so on).

Each student is waitlisted at every school he or she ranked higher than the school to which they were matched. (It is possible for a student to be waitlisted at every school on his or her list if they are not matched.) Siblings who apply to the same schools also are waitlisted at any school where one of their siblings is matched.

ATTACHMENT H

Disciplinary Policies

The Children's Guild

Policy & Procedure Manual

Title: Discipline

Policy Number: 04-02-04

Page(s): 6

Initiated By: Kelly Spanoghe, Dir, Education

Barbara Steinle, Dir, Clinical Svcs

Approved By: Executive Management

Policy:

The teaching of discipline shall be directed toward helping students take responsibility for themselves, become capable decision-makers, become self-directed learners and promote the social and moral development of the child. Individualized approaches to the teaching of self-discipline will be tailored to the specific developmental level of the child.

Definitions:

Team--The team includes a special education teacher, classroom teaching assistant, tutor, school counselor, related services providers, nurse, fidelity and instructional coaches, and the youth life educators where appropriate.

Direct Care Personnel--Any staff member who provides a direct service to the student (i.e., teacher, teacher assistant, school counselor, related service provider, and tutor, youth life educator, etc.).

Rationales and Procedures:

1. Why Does The Children's Guild Teach Self-Discipline Rather Than Obedience, and Why Obedience Doesn't Work

Rationale:

Discipline comes from the Latin word meaning, "to teach". We are trying to teach children to reach the goal of self-discipline; that is, to take responsibility for the action they choose, not to act on

impulse alone, and to assess probable consequences of several courses of action before making a decision. Obedience is defined as the ability to carry out or yield to command, authority, or instruction. Traditional models of education are based on curriculums of control. The educator establishes the rules and the student must obey the rules of the classroom, so that the teacher can move through the lesson plan in an orderly fashion. These models are designed more to instruct than to teach. This system takes the pleasure, ownership, and competency out of the learning process for students. In essence the rule centered educational environment states, "Do what I tell you, or here's exactly what I'll do to you." (Kohn 1996)

The traditional view of behavior in regard to education states that a system of rewards and punishments is necessary to gain control of children. This view is based on two assumptions. The first assumption is that children cannot learn without being controlled by an adult and second, "if the teacher isn't in control of the classroom, the most likely result is chaos" (Kohn 1996). Unfortunately, these assumptions foster the idea that adults have to be enforcers or class cops. This approach limits the social and moral development of a child because it assumes that children cannot learn to take responsibly for themselves unless they are punished or rewarded. Even if an educator has a group of students "under control" the likelihood is that when the adult is not with them, the group of students will not behave because they have not developed the skills to do so in other contexts. "If the goal is to create self-discipline in children then having students define the meaning of rules is the best way to help students become thoughtful decision makers." (Kohn, 1996)

Procedure:

1. Staff are always physically and visually present in the learning environment to provide supervision and guidance to students in their development of socially appropriate patterns of behavior, self-expression, and coping mechanisms. Staff will develop a repertoire of behavioral interventions that promote those skills in their students. Such interventions will include: modeling, positive enforcement, choices, consequences, incentives (if developmentally appropriate), and therapeutic discussions as dictated by the student's developmental level.
2. Staff responses to inappropriate behavior will include the implementation of natural and logical consequences as dictated by the situation. Alternative behavior choices and their impact will be explored and processed with the student, thereby enabling him/her to make productive decisions.
3. Staff will develop intrinsic motivation in their students through the use of positive social recognition (praise, positive enforcement, academic achievement).
4. Staff responses to students' behavior will be individualized to meet the developmental needs of the student and within the context of each unique situation.

5. In resolving problematic behaviors in the classroom, staff will review situations by considering the context within which the behavior(s) occurred. This includes such contextual components as:
 - A. The words, actions and reactions of staff in the environment and how these may have contributed to the problem.
 - B. Explore underlying, unresolved relationship issues and generate strategies for resolution.
 - C. Identify unmet needs of the student(s) and how these contributed to the problem.
 - D. Identify skills needing further development and handicapping conditions on manifested behaviors.
6. When a student engages in unsafe behavior, and as a last resort, physical intervention(s) will be utilized to ensure the safety of the student, others and property.

2. How Do We Develop a Climate That Fosters Student Achievement?

In 1997, the Individuals with Disabilities Education Act (IDEA) was amended to include a recommendation for implementing Positive Behavioral Interventions and Supports (PBIS) as a form of intervention for behavioral issues that impact learning. PBIS is a systems approach to discipline that examines the four subsystems; school-wide, individual student, classroom, and nonclassroom that comprise the totality of a school. The interaction of these four systems creates a climate for learning. “The goals of school-wide systems are to define, teach, and support appropriate behavior that establishes a culture of competence within schools. When a competent culture is established, the students are more likely to support appropriate behavior and discourage inappropriate behavior by their peers.” (Sugai, 1999).

PBIS is a systematic way of implementing school-wide systems of teaching, acknowledging and rewarding appropriate behavior to all students in the school. The procedures to implement a positive behavior support program include:

1. Behavioral expectations are defined in a small number of clearly defined behavioral expectations
2. Behavioral expectations are taught and practiced throughout the school day
3. Appropriate behaviors are acknowledged through various forms: tokens, rewards, praise, recognition

4. Behavioral errors are corrected proactively by providing information on what behavior was unacceptable and how to prevent future situations.

3. How Do We Promote the Social and Moral Development of the Child?

Rationale:

Just as there are physical stages of development for children, there are also stages of social and moral development (Kolberg, 1981). These stages demonstrate how a child should go from selfishness to selflessness. To effectively move the child through these stages in the educational setting, three factors should be considered. First, the development of self-discipline within the student must be in sync with the child's predominant level of moral development. This requires the staff member to not only assess and intervene with the child at the child's current level of moral development, but the staff member must then implement individualized strategies to move the child to higher levels of moral development. The IEP is the mechanism by which a long-termed individualized plan is created to move the student through these levels of moral development. The second factor is that interventions must also be in sync with the child's emotional and cognitive abilities. Lastly, classroom communities must be established. For it is through connection and communication with others that a child has the opportunity to work cooperatively, while developing pro-social behaviors.

Procedures:

In order to determine each student's level of moral development and the best procedure(s) for facilitating continued growth, teams will complete a functional behavior assessment on each student to include:

- A. A functional behavioral assessment and behavior intervention plan will be developed specific to the targeted behavior impacting student engagement in the learning process
- B. Monthly thematic units to assist in facilitating the development of character education and moral development traits through implementation of daily lessons, social skills training and group therapy.

4. How Can Most Student "Misbehavior" Be Eliminated Through Good Instruction?

Rationale:

One of the most successful interventions in reducing acting out behavior is effective teaching. Therefore, if children are acting out, or "misbehaving", the educator must first look at the quality,

technique, and coherence of their instruction. In this view, acting out is not a symptom of illness, but of poor instruction. This approach demands the educator to ask the question, "What do children need?" as opposed to "How do I get them to do what I want?" (Kohn, 1996). Our policy requires educators to transform the traditional teacher centered, lecture driven, and rote deskwork to multi-dimensional, hands-on, active, and cooperative methods of teaching that engage verbal, tactile, visual, and auditory senses. The curriculum is integrated and relates ideas and knowledge across subject areas. By challenging students in an engaged, creative, and meaningful process of learning, the educator channels the student's energies from acting out to involved learner.

Procedure:

Classroom teams will develop and implement daily lesson plans that include a creative, hands-on instructional delivery system.

Development of effective lessons will include:

1. Determining and accessing prior knowledge of the students to begin concept development.
2. Incorporating instructional modifications based on the needs of the students.
3. Developing lesson plans inclusive of an anticipatory set, direct instruction, guided practice, independent practice.
4. Student engagement in creative, hands-on activities.
5. Implementing differentiated learning strategies to address varied student levels of performance within the classroom setting.
6. Assessment of concept attainment.

5. How Do Students Learn Self-Responsibility?

Rationale:

Students learn self-responsibility by being active participants in the problem-solving process. This involves acknowledging responsibility for their own behavior and accepting natural and logical consequences. Students are expected to maintain appropriate behavior, demonstrate effective coping and decision-making skills not only in the classroom, but at home and in the community as well. Opportunities for learning and developing necessary skills and strategies for problem solving are presented in a structured classroom environment. Through this process, students are able to make informed decisions and appropriate choices. Discipline is regarded as a learning experience that promotes individual growth emotionally, academically and behaviorally.

Procedure:

The team will facilitate the development of a classroom environment by assisting students in developing behavior expectations and goals.

The team will engage students in discussion and exploration of the decision-making process, and provide opportunities for implementation.

PBIS matrix to guide the team in fostering commitment and responsibility.

Teams will conduct Team Primacy meetings to address development of communication and social skills, enhance problem-solving skills, examine the impact of behavior for self and others and apply natural and logical consequences for inappropriate behavior.

6. How Do We Make The Mindset Switch From The Product/Market Perspective To The Journey Perspective?

Rationale:

Educators must examine their own assumptions and transform their own beliefs regarding discipline and how it is used in teaching. Many of today's educational systems are designed with the market mentality. During the Industrial revolution, the market perspective dominated American views and policies. This perspective focused on the end product and the marketplace. If you produced more of the product, the faster you were rewarded. If you failed to produce or did not produce at the rate and quality expected, the market was unwavering and unsympathetic in its deliberation of punishment and economic sanctioning. It was during the Industrial Revolution that many of our school systems were developed. Learning was seen as a product. Children were given concrete standards and were rewarded for achieving those standards. Consequently, they were punished if they did not meet the standards, i.e., not allowed to participate in sports, clubs, trips, or even in educational areas in which the child excelled. In contrast, the journey mindset focuses on why and how the process works to achieve the end product. The journey mindset does not ignore the end product, but includes both the product and the process. If educators believe that learning is a process, then it is imperative for students to make decisions regarding this process and understand how it applies to them. To achieve this goal an educator must create a classroom where conflict is valued, and seen as an opportunity for learning, because conflict provides teachable moments. For example, "The constructive classroom, is one in which the process matters at least as much as the product. The wrestling with dilemmas, the clash of ideas, and the need to take others' needs into account-these are more meaningful than any list of rules or guidelines that may ultimately result." (Kohn 1996) This new understanding of discipline alters educators' attitudes from control to discovery, moving them from the market mindset to the journey mindset.

Procedure:

Strategies may include:

7. Student role-playing alternative behavior
8. Student making restitution for destructive or hurtful action(s)
9. Class meeting to explore ways of preventing similar problems in the future
10. Student Government Association
11. Classroom teams will teach alternative, appropriate social skills weekly. Students will role-play steps to facilitate incorporating these skills into their behavioral repertoire.
12. Peer mediation and conflict resolution methods will be taught and implemented regularly with the students.

7. Student Expectations:

Student expectations for behavior are determined by the developmental level of individual students and consist of the following:

- Initiate and complete all assigned classwork in a timely manner, to be determined by the special education teacher, as an active, cooperative participant.
- Follow all directions and demonstrate active listening skills.
- Be respectful of others by displaying effective social skills. Students will not disrupt others, should ask for assistance when needed, and ignore others' inappropriate behavior.
- Students should always maintain safety towards themselves and others.
- Students will acknowledge responsibility for their own behavior, engage in the problem-solving process as needed and accept natural and logical consequences for misbehavior.
- Students will demonstrate expected behaviors as identified on the Positive Behavior Supports and Intervention matrix. Specific behaviors will be identified, taught and reinforced for each location on the matrix (hallway, bathroom, cafeteria, bus).

References

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- Kohn, A. (1996). Beyond Discipline. Alexandria, VA.: ASCD.
- Maher, P. (1996). Let Me Learn.
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- Nelsen, J., Lott, L. and Glenn, S. (1993). Positive Discipline in the Classroom. Rockland, CA: Prima Publishing.

ATTACHMENT I
Insurance Requirements

See attached letter.



March 19th, 2015

Children's Guild, Inc.
Steve Baldwin, Executive V.P. and C.F.O.
6802 McClean Blvd.
Baltimore, MD. 21234

Re: D.C. Charter School (proposed)

Dear Steve:

In accordance with your request, please be advised that Selective Insurance Company and Philadelphia Insurance Company have both advised that they will provide the necessary insurance for the proposed D.C. Charter School that The Children's Guild anticipates starting at some future date.

Type	Estimated Amount (Minimum)
General Liability	\$1 million/incident, \$2 million aggregate
Umbrella Coverage	At least \$3 million, \$5 million if providing transportation
Directors and Officers Liability	\$1 million
Educators' Legal Liability	\$1 million
Property Lease Insurance	100% of replacement cost
Boiler and Machinery Insurance	\$1 million
Auto Liability	\$1 million
Workers' Compensation	As required by law
Computer/technology insurance	TBD

Final placement of the insurance will follow the best offer of terms and conditions for the insurance. Should you require additional information, please advise us accordingly.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jerry B. Partlow', is written over a circular stamp or seal.

Jerry B. Partlow

JBP/YP

Phone (540) 665-8387
(540) 667-4980
(888) 925-4378
Fax: (540) 667-3321

2333 N. Frederick Pike (22603)
P.O. Box 2900
Winchester, VA 22604
www.partlowinsurance.com

Jerry B. Partlow, CEO
Michael D. Partlow, President
Brian S. Partlow, Vice President
John M. Markwood, Vice President
David E. Partlow, Vice President

ATTACHMENT J

Key Personnel

Principal.....Hillary Anne Garner

Dean of Academics.....Bryan Daniels

Student Support Center Coordinator.....James McDowell