

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

**GIRLS GLOBAL ACADEMY** PUBLIC CHARTER SCHOOL

## TABLE OF CONTENTS

|   | Page          |
|---|---------------|
| <b>SECTION 1. ESTABLISHMENT OF SCHOOL.....</b>                    | <b>1</b>      |
| <b>1.1</b> Charter.....   | 1             |
| <b>1.2</b> Effective Date and Term .....                          | 2             |
| <br><b>SECTION 2. EDUCATIONAL PROGRAM .....</b>                   | <br><b>2</b>  |
| <b>2.1</b> Mission Statement.....                                 | 2             |
| <b>2.2</b> Age-Grade.....   | 2             |
| <b>2.3</b> Goals and Academic Achievement Expectations. ....      | 3             |
| <b>2.4</b> Curriculum .....                                       | 5             |
| <b>2.6</b> Students with Disabilities. ....                       | 5             |
| <br><b>SECTION 3. ADMINISTRATION AND OPERATION .....</b>          | <br><b>6</b>  |
| <b>3.1</b> Location.....  | 6             |
| <b>3.2</b> Enrollment. ....                                       | 6             |
| <b>3.3</b> Disciplinary Policies. ....                            | 7             |
| <b>3.4</b> Complaint Resolution Process. ....                     | 7             |
| <b>3.5</b> Operational Control. ....                              | 7             |
| <b>3.6</b> Accreditation. ....                                    | 8             |
| <b>3.7</b> Nonsectarian.....                                      | 8             |
| <br><b>SECTION 4. GOVERNANCE.....</b>                             | <br><b>8</b>  |
| <b>4.1</b> Organization.. ....                                    | 8             |
| <b>4.2</b> Corporate Purpose.. ....                               | 9             |
| <b>4.3</b> Governance.....  | 9             |
| <b>4.4</b> Composition.....                                       | 9             |
| <b>4.5</b> Authority.....   | 9             |
| <br><b>SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING.....</b> | <br><b>9</b>  |
| <b>5.1</b> Financial Management. ....                             | 9             |
| <b>5.2</b> Tuition and Fees.....                                  | 9             |
| <b>5.3</b> Costs.....   | 10            |
| <b>5.4</b> Contracts.....   | 10            |
| <b>5.5</b> Insurance.....   | 11            |
| <b>5.6</b> Tax-Exempt Status.....                                 | 11            |
| <b>5.7</b> Enrollment and Attendance Records.....                 | 11            |
| <b>5.8</b> Board of Trustee Meeting Minutes.....                  | 12            |
| <br><b>SECTION 6. PERSONNEL .....</b>                             | <br><b>12</b> |
| <b>6.1</b> Relationship.....                                      | 12            |
| <b>6.2</b> Hiring. ....   | 12            |

## TABLE OF CONTENTS

(continued)

|  | Page                                |
|--|-------------------------------------|
| <b>SECTION 7. REPORTING REQUIREMENTS.....</b>                                    | 12                                  |
| <b>7.1</b> Annual Reports.....   | 12                                  |
| <b>7.2</b> Audited Financial Statements.....                                     | 12                                  |
| <b>7.3</b> Interim Financial Reports.....  | 13                                  |
| <b>7.4</b> Budget.....   | 13                                  |
| <b>7.5</b> Enrollment Census.....  | 13                                  |
| <b>7.6</b> Attendance Data.....  | 13                                  |
| <b>7.7</b> Key Personnel Changes.....  | 13                                  |
| <b>7.8</b> Authorizations.....   | 14                                  |
| <b>7.9</b> Events of Default.....  | 14                                  |
| <b>7.10</b> Litigation.....  | 14                                  |
| <b>7.11</b> Certificates of Insurance.....                                       | <b>Error! Bookmark not defined.</b> |
| <b>7.12</b> Reports Required by the Act.....                                     | 14                                  |
| <br><b>SECTION 8. COMPLIANCE .....</b>   | <br>14                              |
| <b>8.1</b> Compliance with Applicable Laws.....                                  | 14                                  |
| <b>8.2</b> Waiver of Application of Duplicate and Conflicting Provisions.....    | 14                                  |
| <b>8.3</b> Exemption From Provisions Applicable to DC Public Schools.....        | 15                                  |
| <b>8.4</b> Cooperation.....  | 15                                  |
| <b>8.5</b> Access.....   | 15                                  |
| <b>8.6</b> Notice of Concern.....  | 15                                  |
| <b>8.7</b> Administrative Fee.....   | 15                                  |
| <br><b>SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION .....</b>         | <br>15                              |
| <b>9.1</b> Charter Renewal.....  | 15                                  |
| <b>9.2</b> Charter Revocation.....   | 16                                  |
| <b>9.3</b> Termination.....  | 16                                  |
| <b>9.4</b> Probation and Corrective Action.....                                  | 16                                  |
| <b>9.5</b> Mandatory Dissolution.....  | 17                                  |
| <br><b>SECTION 10. OTHER PROVISIONS .....</b>                                    | <br>17                              |
| <b>10.1</b> Applicable Law.....  | 17                                  |
| <b>10.2</b> Failure or Indulgence Not Waiver; Remedies Cumulative.....           | 17                                  |
| <b>10.3</b> Counterparts and Electronic Signature or Signature by Facsimile..... | 17                                  |
| <b>10.4</b> Entire Agreement; Amendments.....                                    | 18                                  |
| <b>10.5</b> Severability.....  | 18                                  |
| <b>10.6</b> Assignment.....  | 18                                  |
| <b>10.7</b> No Third Party Beneficiary.....                                      | 18                                  |
| <b>10.8</b> Waiver.....  | 18                                  |
| <b>10.9</b> Construction.....  | 18                                  |
| <b>10.10</b> Dispute Resolution.....   | 18                                  |
| <b>10.11</b> Notices.....  | 18                                  |

**TABLE OF DEFINITIONS**

| <b>Definition</b>                   | <b>Page</b> |
|-------------------------------------|-------------|
| Academic Year .....                 | 2           |
| Act.....                            | 1           |
| Agreement.....                      | 1           |
| Annual Report .....                 | 9           |
| Authorizations .....                | 10          |
| Board of Trustees.....              | 1           |
| Budget.....                         | 9           |
| Campus.....                         | 3           |
| Charter .....                       | 1           |
| Corrective Plan.....                | 13          |
| GAAP .....                          | 7           |
| IDEA.....                           | 4           |
| Interested Party.....               | 9           |
| Interim Period.....                 | 9           |
| LEA.....                            | 3           |
| OSSE .....                          | 4           |
| DC PCSB .....                       | 1           |
| Person .....                        | 15          |
| Petition .....                      | 1           |
| PMF .....                           | 2           |
| Proceedings.....                    | 11          |
| School.....                         | 1           |
| School Corporation .....            | 1           |
| School Management Contract.....     | 7           |
| School Management Organization..... | 10          |
| School Property .....               | 4           |
| Written Notice .....                | 13          |

## CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2020 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and GIRLS GLOBAL ACADEMY PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

### RECITALS

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

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

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

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

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

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

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

### SECTION 1. ESTABLISHMENT OF SCHOOL

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 2. EDUCATIONAL PROGRAM**

### **2.1** [Mission Statement](#).

**A.** The School Corporation shall operate the School in accordance with its mission statement: to foster pathways to lead and learn.

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

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

**A.** Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in grade nine. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. "**Academic Year**" or "**School Year**" ("**SY**") shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the

School shall provide instruction to students in grades nine through twelve and serve 450 total students.

### **SCHEDULE I. Maximum Enrollment Schedule**

| <b>Grade</b>     | <b>SY 2020-21</b> | <b>SY 2021-22</b> | <b>SY 2022-23</b> | <b>SY 2023-24</b> | <b>SY 2024-25<br/>and<br/>Beyond</b> |
|------------------|-------------------|-------------------|-------------------|-------------------|--------------------------------------|
| 9                | 90                | 90                | 100               | 110               | 115                                  |
| 10               |                   | 90                | 100               | 110               | 115                                  |
| 11               |                   |                   | 100               | 110               | 115                                  |
| 12               |                   |                   |                   | 95                | 105                                  |
| <b>LEA Total</b> | 90                | 180               | 300               | 425               | 450                                  |

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

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

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

**A.** The School Corporation has selected as its measure of academic achievement expectations for its ninth through twelfth grade programming the indicators listed in the corresponding Performance Management Framework(s) (“**PMF(s)**”).

(i) Changes to the PMF implemented by DC PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights automatically become part of the measurement of the School’s academic achievement expectations. However, if changes other than those listed above are made to any PMF that the School Corporation elects not to accept, the School Corporation shall provide DC PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10). Nothing in this paragraph shall be construed to limit the ability of the School Corporation to submit a petition to DC PCSB for charter revision pursuant to § 38-1802.04(c)(10) to amend its goals and academic achievement expectations in accordance with Section 2.3(D) below.

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

*Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the DC Office of the State Superintendent of Education (“OSSE”). A campus may have a distinct grade span, such as early childhood, elementary, middle, or high school, or a combination of the above. A campus may be in the same facility or different facilities.)

**B. Standard for charter review and renewal.** The School Corporation’s five-year charter review will occur in school year 2024-25; its ten-year charter review will occur in school year 2029-30; and its fifteen-year charter renewal will occur in school year 2034-35. The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

**Fifth-Year Charter Review:** At its fifth-year charter review, obtains an average PMF score for school years 2020-21, 2021-22, 2022-23, and 2023-24 equal to or exceeding 40%.

**Tenth-Year Charter Review:** At its tenth-year charter review, obtains an average PMF score for school years 2024-25, 2025-26, 2026-27, 2027-28, and 2028-29 equal to or exceeding 45%.

**Charter Renewal:** At its fifteen-year charter renewal, obtains an average PMF score for school years 2029-30, 2030-31, 2031-32, 2032-33, and 2033-34 equal to or exceeding 50%.

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

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

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

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

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



recent year is a 3 or above.<sup>3</sup>

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

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

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

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

**2.6** [Students with Disabilities](#).

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

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

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

### **SECTION 3. ADMINISTRATION AND OPERATION**

#### **3.1** [Location.](#)

**A.** The School shall be located at 755 Eighth Street NW, Washington, DC 20001 (the “**School Property**”). DC PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School’s first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

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

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

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

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

**B.** If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to a random selection process and in accordance with the requirements of the Act. The random selection process shall include (1) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (2) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if

spaces become available after the beginning of the Academic Year. The School Corporation has agreed to use My School DC and comply with its rules and policies to ensure a random selection and open enrollment process. However, if at any time the School Corporation chooses not to participate in My School DC, it shall submit to DC PCSB, by August 1 of the school year in which the changes will take effect, a petition for charter revision pursuant to § 38-1802.04(c)(10) containing a description of its proposed random selection process. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

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

### **3.3** [Disciplinary Policies.](#)

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 4. GOVERNANCE**

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

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

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

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

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

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

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

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

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

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

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

**5.4** [Contracts](#).

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **SECTION 6. PERSONNEL**

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

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

## **SECTION 7. REPORTING REQUIREMENTS**

**7.1** [Annual Reports](#). The School Corporation shall deliver to DC PCSB, by a date specified by DC PCSB, an annual report in a format acceptable to DC PCSB which shall include all items required by § 38-1802.04(c)(11)(B) of the Act (the **"Annual Report"**). The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards, indicators, targets, or any other basis for measuring the School's performance as DC PCSB may request. DC PCSB's acceptance of the Annual Report shall not be deemed to indicate agreement with such assessments. The School Corporation shall permit any member of the public to view such report on request.

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



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

**7.3** [Interim Financial Reports](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2020. "**Interim Period**" shall mean monthly, unless the School Corporation receives written notice from DC PCSB, after which it will mean the period designated by DC PCSB in such notice.

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

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

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

**7.7** [Key Personnel Changes](#). The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five business days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in **Attachment H** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

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

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

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

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

## **SECTION 8. COMPLIANCE**

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

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

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

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

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

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

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

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

## **SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION**

**9.1** [Charter Renewal](#). The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to

the terms of the Act. If such renewal is granted by DC PCSB in accordance with the Act, DC PCSB and the School Corporation shall (i) renew this Agreement with amendments satisfactory to DC PCSB and the School Corporation, or (ii) enter into a substitute agreement satisfactory to DC PCSB and the School Corporation.

## **9.2** [Charter Revocation.](#)

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

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

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

**9.3** [Termination.](#) This Agreement shall terminate if the School fails to begin operations by September 1, 2020, upon Charter revocation or nonrenewal, or by mutual written agreement of the parties hereto.

## **9.4** [Probation and Corrective Action.](#)

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

**B.** If DC PCSB elects to place the School or one of the School's campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide DC PCSB a written request for approval five business days prior to taking any of the following actions: (i) waiving any material default under, or material breach of, any School Management Contract; (ii) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (iii) taking any action affecting any material provision of any School Management

Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (iv) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits, or obligations under any such School Management Contract in any material respect.

## **9.5** [Mandatory Dissolution.](#)

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

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

## **SECTION 10. OTHER PROVISIONS**

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

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

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

**10.4** [Entire Agreement; Amendments](#). This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that **Attachments A-E** and **Attachment I** can only be modified or amended through Petition for Charter Revision subject to 1.1(B) and 2.5 of this Agreement, except that **Attachments A, B, and E** require only DC PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

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

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

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

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

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

**10.11** [Notices](#). Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested;

(ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to DC PCSB:

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

If to the School Corporation:

Girls Global Academy Public Charter School  
733 8<sup>th</sup> Street  
Washington, DC 20001  
Attention: Karen Venable-Croft  
Email: [karen@girlsglobalacademy.org](mailto:karen@girlsglobalacademy.org)  
Telephone: (202) 670 - 0401

**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.

**GIRLS GLOBAL ACADEMY PUBLIC  
CHARTER SCHOOL**

DocuSigned by:

*Max Levasseur*

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By: Max Levasseur

Title: Board Chair

Date: 7/1/2020  
Text

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**

*Rick Cruz*

By: Rick Cruz

Title: Board Chair

Date: 07/01/2020



## **ATTACHMENTS**

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

## **ATTACHMENT A**

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

Girl Global Academy Public Charter School's Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. An Executive Director, appointed by the Board of Trustees, is responsible for selecting both the Principal and administrative staff. The Executive Director is an ex officio, non-voting member of the Board of Trustees. There is no management company engaged in the oversight of Girls Global Academy Public Charter School.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect the school's interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, member of a committee with Board-delegated powers, or other individual as designated by law. Trustees and executive leadership of Girls Global Academy Public Charter School will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest. The Board of Trustees will determine whether or not a reported conflict of interest exists and how to proceed. If a Board of Trustees member has a conflict of interest, then they must declare this conflict so that a decision as to whether that member may vote on the particular matter can be made.

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

The Board of Trustees will establish and maintain standing committees included in the bylaws, subject to change consistent to an amendment to the bylaws.

**Amended  
April 27, 2020**

**ARTICLES OF INCORPORATION  
of the  
GIRLS GLOBAL ACADEMY PUBLIC CHARTER SCHOOL**

PREAMBLE: The Girls Global Academy Public Charter School (hereinafter the “Academy” or “GGA”) is incorporated as a domestic nonprofit corporation under the District of Columbia's Nonprofit Corporation Act of 2010 (the “Nonprofit Act”), Title 29, Ch. 4.

FIRST: The name of the nonprofit domestic corporation is Girls Global Academy Public Charter School

SECOND: The period of its duration is perpetual.

THIRD: The purposes for which the Academy is organized are as follows:

A. Girls Global Academy Public Charter School will be an all-girls public charter high school in our nation's capital to provide an all-girls learning environment at the high school level. The corporation is organized exclusively to carry out charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code of 1986 or corresponding section of any future federal tax code. The purpose of the Academy is to operate, advise, and support an all-girls public charter high school in the District of Columbia and to exercise all rights and powers conferred by the laws of the District of Columbia upon nonprofit corporations. The vision of the Academy is to develop leaders that influence change for global benefit. Students will navigate a variety of contexts with confidence and success, matriculate successfully through any post-secondary endeavor of their choosing, serve as lifelong ambassadors for change locally and internationally and practice mindfulness and compassion with self and others. The mission of Girls Global Academy *to foster pathways to lead and learn*. All GGA graduates attain the mindsets, behaviors, competencies and skills to ensure success in college and career through the IB Career Program Pathways in engineering, business or humanities, rigorous IB & AP courses, strong and supportive network of adults and peers, and opportunities for leadership through service-learning and interning.

**The Girls Global Academy promise through the four pillars include:**

**Sisterhood** *Community of girls that supports and celebrates each other*

**Scholarship** *Academically challenging preparation for post-secondary endeavors*

**Service** *Sustained involvement in community development*

**Safety** *A place where girls can just be well*

B. Girls Global academy will be the premier training ground for high school girls in the areas of global citizenship, entrepreneurship and STEM in Washington, DC. Our program ignites female empowerment and develops their confidence to lead and succeed at the local or global level. Integrating academic and experiential learning with best practices in youth development and global education, our curriculum equips young girls with the sense of self that facilitates her ability to engage the world in deeper and more meaningful ways. Our students will never have to ask "when will I ever use this and why do I need to know it". Instead, they will be encouraged to explore how they can connect what they are learning in the classroom to the realities of everyday life as well as to their future aspirations.

FOURTH: The Academy shall not have the authority to issue capital stock.

FIFTH: The Academy shall not have any members.

SIXTH: The number, term and selection of the Board of Trustees shall be provided for in the Bylaws of the Corporation, but the number of trustees shall not be less than three (3) and not more than fifteen (15).

SEVENTH: The internal affairs of the Academy shall be regulated by the Bylaws, and the Board of Trustees shall supervise the management of the business and affairs of the Academy in accordance with its Bylaws. The daily administration and management of the Academy shall be directed by an Executive Director and a Principal who will divide up the administrative and management responsibilities in their respective job descriptions as approved by the Board of Trustees. The compensation for the Executive Director and the Principal shall be consistent with the salary level of Executive Directors leading nonprofit educational institutions in the District while the salary level of the Principal will be consistent with those received by other Directors of Academics at DC Public Charter Schools. The initial Bylaws shall be adopted by the Board of Trustees, and the power to amend or repeal

the Bylaws shall be provided for in the Bylaws and shall be subject to the following:

A. This Academy shall not directly or indirectly engage in any activity:

1. That will prevent this Academy from qualifying (and continuing to qualify) as a corporation described in Section 501(c)(3) of the Code and regulations thereunder;
2. That is prohibited by an organization receiving contributions which are deductible under Section 170(c)(2) of the Code and regulations thereunder; or
3. That would compromise the educational mission of the Academy which is to instruct any individual to improve her capabilities and instruct the public on subjects useful to its students and beneficial to the community.

B. No part of the net earnings of the Academy shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the educational purposes set forth in the THIRD Article hereof.

1. No substantial part of the activities of the Academy shall be the carrying on of propaganda, or otherwise attempting to influence legislation (unless it elects to come under IRS provisions allowing certain lobbying expenditures), and the Academy shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
2. At no time shall the Academy engage in any activities that are unlawful under the laws of the United States, the District of Columbia, or any other jurisdiction where its activities are conducted. At no time shall the Academy operate for the primary purpose of conducting a trade or business that is not related to its exempt educational purpose.
3. In furtherance of the foregoing, and subject to the limitations otherwise set forth in these Articles of Incorporation, the Academy shall have and may exercise all the powers conferred by the laws of the District of Columbia, including all powers necessary and convenient to effect any or all of the aforesaid purposes, and shall have and may exercise additional powers which may be conferred by the Nonprofit Act to an organization organized and operated exclusively for religious, educational, scientific, and charitable purposes, as such terms are defined under Section

501(c)(3) of the Code and the regulations thereunder, including, but not limited to, the authority to:

- a. Accept donations of money or property, whether real or personal, or any interest therein, wherever situated;
- b. Maintain control and discretion over the use of funds received by the Academy;
- c. Monitor the use of funds made available by the Academy to assure that the funds are used in conformity with the intended educational purposes; and
- d. Enter into contracts with public and private entities.

C. If at any time or times the Academy is found to be a private foundation within the meaning of Section 509 of the Code, then during such time or times the Academy shall (1) distribute its income for each taxable year at such time and in such manner as not to subject the Academy to tax under Section 4942 of the Code; (2) not engage in any act of self-dealing, as defined in Section 4941(d) of the Code; (3) not retain any excess business holdings, as defined in Section 4943(c) of the Code; (4) not make any investments in such a manner as to subject the Academy to tax under Section 4944 of the Code; and (5) not make any taxable expenditures as defined in Section 4945(d) of the Code.

D. As noted above in the THIRD Article, the Academy intends to offer a single-sex learning environment that is consistent with the exemption of such secondary public schools from the prohibition of discriminatory admissions policies outlined in Title IX of the Civil Rights Act of 1964. In accordance with the US Department of Education's rules and regulations governing single-sex schools, Section 1681(a)(1) of Title IX provides that non-vocational elementary and secondary schools are exempt. Accordingly, the regulations do not prohibit recipients of federal or public funding from adopting single-sex admissions policies in non-vocational elementary and secondary schools. See 34 CFR 106.15(d). However, the regulations specifically provide that a Local Education Agency may exclude any person from admission to a non-vocational elementary or secondary school on the basis of sex only if such recipient otherwise makes available to such person, pursuant to the same policies and criteria of admission, courses, services, and facilities comparable to each course, service, and facility offered in or through such schools. (34 CFR 106.35(b)). Moreover, a Local Educational Agency may offer a single single-sex school if such an action constitutes remedial or affirmative action. See 34 CFR 106.3. The District of Columbia currently has one all-male high school but no all-female high school options so the opening of the Academy to address that imbalance would also be consistent with the Department of Education's "long standing interpretation, policy, and practice to require that the comparable school must also be single-sex."

<https://www2.ed.gov/about/offices/list/ocr/t9-guidelines-ss.html>

E. The Academy intends to adopt a nondiscriminatory admissions policy with respect to race, ethnicity, religion, national origin, sexual orientation, non-conforming genders, class, language, and disability.

EIGHTH: Upon the dissolution of the Academy, in accordance to §38-1802.13a.(c)(1), GGA will follow the plan to distribute its assets and dispose of all assets remaining.

NINTH: Except as required by law, the incorporators, trustees and officers of the Corporation shall not be liable for any debt, liability or obligation of the Academy. All persons or other entities extending credit to, contracting with, or having a claim against the Academy may only look to the funds and property of the Academy for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or for any money that may otherwise become due or payable to them from the Academy.

TENTH: The Academy shall indemnify any trustee or former trustee or officer of the Academy as provided in the Bylaws. In no case, however, shall the Academy indemnify or reimburse any person for any federal excise taxes imposed on such individual under Chapter 42 of the Code. Further, if at any time or times the Academy is found to be a private foundation within the meaning of Section 509 of the Code, then, during such time or times, no payment shall be made if such payment would constitute an act of self-dealing (as defined in Section 4941(d) of the Code) or a taxable expenditure (as defined in Section 4945(d) of the Code).

ELEVENTH: The Academy reserves the right to amend, change or repeal any provision contained in these Articles of Incorporation or to merge or consolidate the Academy with any other public charter school or nonprofit corporation in the manner now or hereafter prescribed by statute, provided that any such action shall be undertaken exclusively to carry out the objects and purposes for which the Academy is formed, and is carried out in a manner consistent with the requirements of Section 501(c)(3) of the Code.

TWELFTH: The name of the Academy's initial Registered Agent is Sonia R. Jarvis, Esq., Attorney at Law, and the Registered Agent's address is 6416 6th Street, NW, Washington, DC, 20012-2662.

IN WITNESS WHEREOF, the Incorporators have signed these Articles of Incorporation as of this 4th day of March, 2019.

Name of Incorporator  
Address of Incorporator

Karen Venable-Croft  
1433 Rehling Drive, Edgewater MD 21037

X \_\_\_\_\_

Name of Incorporator  
Address of Incorporator

Shayne Swift  
605 Tewkesbury Pl NW, Washington, DC 20012

X \_\_\_\_\_

Signature of Incorporator

Name of Incorporator  
Address of Incorporator

Enjé Brown  
3811 St. Barnabas Rd. #101 Suitland, MD 20746

X \_\_\_\_\_

Signature of Incorporator

- End -





GIRLS  
GLOBAL  

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ACADEMY

Public Charter School

Bylaws

D.C. Domestic Nonprofit Corporation

Public Charter School

## **BYLAWS**

### **ARTICLE I**

#### **STRUCTURE**

##### **Section 1.1 Structure.**

Girls Global Academy Public Charter School (hereinafter "the Academy") is a domestic nonprofit corporation organized under the laws of the District of Columbia Nonprofit Corporation Act, D.C. Code, § 29-501 et. seq. (the "DC Code"). These bylaws are intended to comply with The DC Nonprofit Corporation Act and the DC School Reform Act, Title 38, Subtitle IV, Chapter 18 of the D.C. Code. The Academy's initial Articles of incorporation were filed in the office of the Department of Consumer Regulatory Affairs of the District of Columbia on March 4, 2019.

##### **Section 1.2 Purposes.**

Girls Global Academy Public Charter School is organized and is to be operated exclusively to carry out charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"). The purpose of Girls Global Academy Public Charter School is to operate, advise, and support an all-girls public charter high school in the District of Columbia and to exercise all rights and powers conferred by the laws of the District of Columbia upon nonprofit corporations.

##### **Section 1.3 Mission.**

Girls Global Academy Public Charter School will be an all-girls public charter high school in our nation's capital to provide an all-girls learning environment at the high school level. The vision of the Academy is to develop leaders that influence change for global benefit. Students will navigate a variety of contexts with confidence and success, matriculate successfully through any post-secondary endeavor of their choosing, serve as lifelong ambassadors for change locally and internationally and practice mindfulness and compassion with self and others. The mission of Girls Global Academy is to *foster pathways to lead and learn*. All GGA graduates attain the mindsets, behaviors, competencies and skills to ensure success in college and career through the IB Career Program Pathways in engineering or business, rigorous IB & AP courses, strong and supportive network of adults and peers, and opportunities for leadership through service learning and interning.

**The Girls Global Academy promise through the four pillars include:**

**Sisterhood** *Community of girls that supports and celebrates each other*

**Scholarship** *Academically challenging preparation for post-secondary endeavors*

**Service** *Sustained involvement in community development*

**Safety** *A place where girls can just be well*

Girls Global Academy will be the premier destination for high school girls in the areas of global citizenship, Business and STEM in Washington, DC. Our program ignites female empowerment and develops their confidence to lead and succeed at the local or global level. Integrating academic and experiential learning with best practices in youth development and global education, our curriculum equips young girls with the sense of self that facilitates her ability to engage the world in deeper and more meaningful ways. Our students will never have to ask “when will I ever use this and why do I need to know it”. Instead, they will be encouraged to explore how they can connect what they are learning in the classroom to the realities of everyday life as well as to their future aspirations.

## **ARTICLE II**

### **OFFICES**

#### **Section 2.1 Registered Office and Registered Agent**

The Academy shall have and continuously maintain in the District of Columbia a registered office and a registered agent whose office is said registered office, as required by the Code. The registered office may but need not be identical with the principal office of the Academy in the District of Columbia, and the address of the registered office may be changed from time to time by the Board of Trustees in accordance with applicable law.

## **ARTICLE III**

### **BOARD OF TRUSTEES**

#### **Section 3.1 Powers**

The Board of Trustees shall be fiduciaries of the Academy and shall set overall policy for

the school. The Board may make final decisions on matters related to the operation of the school in consultation with the Academy's Executive Director and Principal, consistent with the charter granted to the school by the District of Columbia, and other applicable laws.

### Section 3.2 Number

The Board shall consist of at least three (3) and no more than fifteen (15) Trustees and maintain an odd number of Trustees for voting purposes. During the initial formation of the Board, the minimum number of Trustees shall not be less than three (3); the Board's formation process will be complete when its number has reached fifteen (15). Thereafter the number of Trustees may be increased or decreased from time to time by resolution of the Board of Trustees, provided that no decrease in the number of Trustees shall have the effect of shortening the term of any incumbent Trustee and provided further that the number of Trustees shall never be less than nine (9). At least two members of the Board will be parents of students attending the Academy and their slots will be counted among the total 15 board members. The two Parent members of the Board will be identified by the Executive Director after the first day of school and the length of their terms will be the same as other regularly elected board members. An Academy student in Grades 11 or 12 may serve as the Student Representative to the Board for a one-year term, not to exceed two terms. A majority of the board of trustees must be residents of the District of Columbia.

### Section 3.3 Qualifications

Board members shall be sought who meet skills, qualifications, and diversity standards set by the Board to be delineated in the Job Description for members of the Board. Such individuals will be eligible for nomination to the Board.

### Section 3.4 Election

The initial Trustees shall be elected at the first meeting of the Board of Trustees immediately following receipt of the Charter. Thereafter, the Academy's governing committee, known as the Governance Committee, shall present to the Board a slate of potential Trustees and Officers for election by the Board of Trustees and the terms for each position. The slate of Officers shall be presented at the first meeting of the Board and at every annual meeting thereafter.

### Section 3.5 Terms of Office

The initial Trustees shall serve staggered terms such that the initial three (3) Trustees shall serve for three (3) years, the next three (3) Trustees shall serve for two (2) years, and any additional Trustees shall serve one (1) year terms. For Trustees after the first

meeting, terms of office shall be for three (3) years from the date of their appointments, or until their successors are seated. A full three-year term shall be considered to have been served upon the passage of three (3) annual meetings. After election, the term of a Trustee may not be reduced, except as specified in these bylaws. No Trustee shall serve more than two (2) consecutive three-year terms absent special circumstances and approved by the Board.

### Section 3.6 Rights and Responsibilities

All Trustees shall have identical rights and responsibilities. All Trustees shall serve the Academy with the highest degree of integrity in discharging their respective undivided duty of care, duty of loyalty, and duty of fidelity of purpose, and shall undertake no enterprise to profit personally from their position with the Academy. All participants in Board work will be bound by the Academy's Code of Conduct, Conflict of Interest, and Confidentiality policy statements.

### Section 3.7 Removal

Any or all of the Trustees may be removed with or without cause by a majority vote of the Trustees then in office at any regular or special meeting of the Board, provided that the agenda for the Board meeting includes the removal of a Trustee or Trustees and has been provided to the Trustees prior to the Board meeting.

### Section 3.8 Resignation

Any Trustee may resign at any time by delivering written notice of his or her resignation to the Board Chair. Such resignation shall become effective upon receipt thereof by the Chair but the acceptance of such resignation shall not be necessary to make it effective. No Trustee may resign where the Board would be left without a duly-elected Trustee.

### Section 3.9 Vacancies

Any newly created seats on the Board and any vacancies on the Board of Trustees, arising at any time and from any cause, may be filled at any meeting of the Board of Trustees by a majority of the Trustees at any meeting in which a quorum is present. However, if the number of Trustees then in office is less than a quorum, the vacancies shall be filled by the affirmative vote of (a) a majority of the Trustees then still in office or (b) a sole remaining Trustee. A Trustee so elected shall serve until the next annual meeting and until his or her successor is elected and seated on the Board.

### Section 3.10 Meetings and Fiscal Year

a. The Annual Meeting of the Board shall occur in the last quarter of the fiscal year at a date, time, and place fixed by the Board, for the election of Officers and Trustees and for

the transaction of such business as may properly come before the meeting. The fiscal year for the Academy will run from July 1st through June 30th of each year. There shall be at least three (3) other regular meetings of the Board held each year. Regular meetings of the Trustees may be held at such time and place as shall from time to time be determined by the Board and the minutes of each board meeting shall be recorded and maintained by the Secretary. Board members who are physically unable to attend a board meeting in person may participate in meetings via conference call or videoconferencing. Special meetings may be called at any time by the Chair, or Vice Chair, or any two (2) Trustees. A majority of the Trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place.

b. As the governing body of an individual D.C. public charter school, the meetings of the Academy's Board of Trustees are not subject to the D.C. Open Meetings Law (see D.C. Code, §2-574(3)(C)). The Board may at its discretion during Board meetings, also discuss and vote on sensitive and confidential matters (such as staff salaries and other personnel matters) in Executive Session and the Secretary shall maintain confidential minutes of any matters decided during Executive Sessions. The amount of time allotted for an Executive Session would appear on the meeting agenda. By participating in the Executive Session, whether in person, by conference call or by video conferencing, the Trustees and Officers agree to maintain the confidentiality of all Executive Sessions in which they are participants.

c. While the Board of Trustees is not required to hold meetings open to the public, the Board recognizes that if its charter is approved, it will be educating D.C. public school students and will have oversight of how public dollars are spent in meeting its mission. As a result, the Board may elect to conduct one or more of its regularly scheduled board meetings as a public meeting with at least a one week's notice to the public.

### Section 3.11 Rules of Order

Except where they may be in conflict with the Bylaws of the Academy, the rules of order in the current edition of Robert's Rules of Order shall govern the conduct of all normally convened meetings.

### Section 3.12 Notice of Meetings

Notice of the time and place of each special meeting of the Board, and, to the extent possible, a written agenda stating all matters upon which action is proposed, shall be delivered to each Trustee by first-class mail, electronic mail, or private carrier, and received at least two (2) days before the special meeting is held. Notice of a meeting need not be given to any Trustee who submits a signed waiver of notice, whether before or after the meeting, to the Academy for inclusion in the meeting minutes, or filing with the

Board records. A Trustee's attendance at or participation in a meeting also waives any required notice to him or her of the meeting unless the Trustee, promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to actions taken at the meeting.

### Section 3.13 Quorum and Voting

Except as otherwise required under DC law, a majority of the entire Board shall constitute a quorum for the transaction of any specified item of business. During the formation period for the Board, at a minimum, one-third of the Board shall constitute a quorum with at least two (2) Trustees present. Except as otherwise provided by law or these Bylaws, the vote of a majority of the Board of Trustees present at the time of a vote, if a quorum is present, at such time shall be an official act of the Board. Should it be necessary due to special circumstances for the Board to meet by conference call or videoconference, all Trustees and Officers participating in such calls agree to maintain the confidentiality of the voting process. Vote tallies taken by these means constitute proper votes under these Bylaws provided a quorum is present. Voting by proxy is not allowed.

### Section 3.14 Committees

- a. The Board of Trustees, by resolution adopted by the Board, may designate from among its members standing committees, each consisting of at least two Trustees. Those committees shall include Governance, Finance, Audit, Development, and Academic Performance. The chairpersons of the four standing committees shall serve on the Executive Committee which is a sub-committee of the standing Governance committee. The Board may designate one or more Trustees as alternate members of any committee, who may replace any absent or disqualified member at any meetings of the committee.
- b. The Chair shall appoint the first chairperson of each committee, except that the Governance Committee shall select its own chairperson. Thereafter, the chairperson of each committee will be subject to a vote at the Annual Meeting. Committee members shall maintain minutes of each meeting and shall file copies of the minutes with the Secretary. Such committees shall have all the powers delegated by the Board except that no committee shall have the power to (1) authorize distributions that were not part of the budget process, (2) approve or recommend to the Board the dissolution, merger, or the sale, pledge or transfer of all or substantially all of the Academy's assets, (3) elect, appoint, or remove Trustees or fill vacancies on the Board or on any of its committees; or (4) adopt, amend, or repeal the Academy's Articles of Incorporation or Bylaws. Each committee member shall serve at the pleasure of the Board of Trustees.

### Section 3.15 Executive Committee

The Executive Committee members are the Board officers and chairpersons of the standing committees, and the Executive Committee is led by the Board Chair. The committee can make decisions on behalf of the whole board when the whole board cannot meet. A decision may be ratified by the full board at the next full board meeting. This committee is also responsible for the annual evaluation of the Executive Director.

#### Section 3.16 Governance Committee

a. There shall be a standing nominating committee, known as the Governance Committee. This committee shall be composed of at least three (3) persons recommended by the Chair and elected by the Board of Trustees at its annual meeting.

b. The duties of the Governance Committee shall be to (1) study the qualifications of candidates and present a slate of the best qualified as nominees for the vacant Trustee positions on the Board, (2) present a slate of nominees for Officers to the Board for election at the annual meeting, (3) recommend candidates to the Board to fill vacancies that arise outside the regular nominating process, (4) provide ongoing orientation to Trustees, (5) ensure Board policies are being observed, (6) oversee a Trustee assessment process to ensure optimum performance, and (7) recommend the appointment of a past Chair to the Board, if necessary, in the interests of continuity.

#### Section 3.17 Finance Committee

The Finance Committee of the Board is responsible for reviewing the Financial Policies and Procedures of the school and proposing them for Board approval. The Finance Committee shall review the Finance Policies and Procedures at least every three annual meetings, and may review them more often as necessary or beneficial.

#### Section 3.18 Compensation

Trustees or members of a Board committee shall not receive any salary, compensation, or honorarium for their services, however Trustees and committee members may receive reimbursement for reasonable out of pocket expenses. From time to time the Chair of the Board may propose to reimburse Trustees for select expenses incurred by them in carrying out their duties as Trustees (for example, approved travel expenses). Said reimbursement shall be approved by the Chair and the Treasurer.

## **ARTICLE IV**

### **OFFICERS**



#### Section 4.1 Number

The Officers of the Academy shall be a Chair, Vice Chair, Secretary, and Treasurer, and such other Officers, if any, as the Board of Trustees may from time to time appoint. Any two or more offices may be held by the same person, except the offices of Chair, Treasurer and Secretary, provided that no individual may act in more than one capacity where action of two or more Officers is required.

#### Section 4.2 Election and Term

The Governance Committee shall present a slate of Officers to the Board of Trustees. All Officers shall be elected by the Trustees at their annual meeting and shall hold office for the term of one (1) year. Each Officer shall continue in office until his or her successor shall have been elected and qualified, or until his or her death, resignation, or removal. A Trustee may serve more than one (1) term in the same office, but no more than two (2) consecutive terms in the same office.

#### Section 4.3 Resignation, Removal and Vacancy

An Officer may resign by giving written notice of his or her resignation to the Board Chair. Any Officer may be removed, with or without cause, by a majority vote of the Board. A vacancy in any office shall be filled for the unexpired term by a majority vote of the Board.

#### Section 4.4 Board Chair

The Board Chair shall preside at all meetings of the Board of Trustees. Pursuant to the terms of these bylaws, she or he shall have the power to sign on behalf of the Academy all contracts authorized either generally or specifically by the Board of Trustees and to execute and deliver other documents and instruments. The Chair shall also have such other powers and perform such other duties as the Board of Trustees may from time to time prescribe. In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair, Secretary, or Treasurer becomes vacant, the Chair shall appoint interim Officers to fill such vacant offices until a scheduled meeting of the Board can be held.

#### Section 4.5 Vice-Chair

The Vice-Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair. The Vice-Chair may have such powers and perform such other duties as from time to time may be delegated by the chair or assigned by the Board.

#### Section 4.6 Secretary

The Secretary shall be responsible for recording and maintaining the minutes of all meetings of the Board of Trustees; maintaining minutes recorded by committees of the Board; serving or causing to be served all notices of the Academy; maintaining records (other than financial) of the Academy such as the bylaws and the charter; authenticating the records (other than financial) of the Academy; and performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to by the Board. In the event of absence or disability of the Secretary, the Board of Trustees may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.

#### **Section 4.7 Treasurer**

The Treasurer shall keep or cause to be kept complete and accurate accounting records of the Academy; shall cause to be deposited all moneys and other valuable effects of the Academy in the name and to the credit of the Academy in such banks and depositories as the Board of Trustees may designate; and shall authenticate the financial records of the Academy. The Treasurer shall keep proper accounting records showing at all times the amount of the funds and other property of the Academy, all of which records shall be open at all times to the inspection of the Board of Trustees. The Treasurer shall submit a report of the accounts and financial condition of the Academy at each annual meeting. The individual shall perform all duties incident to the office of Treasurer, and such other duties as from time to time be assigned by the Board. The Treasurer shall give such security for the faithful performance of his or her duties as the Board may require. The Board shall provide Directors & Officers Insurance to protect board members in the discharge of their lawful duties.

### **ARTICLE V**

#### **STAFF**

##### **Section 5.1 Staff Leadership**

The founders of Girls Global Academy had planned to model a unique model of shared leadership for the Academy. However, in light of the myriad challenges facing a new public charter school that would be the first to offer an all-girls learning environment at the high school level as well as the time needed to consult other education professionals engaged in a shared leadership setting, they have elected to start their administration of the Academy with a more traditional leadership model with the expectation that they will re-visit this issue of shared leadership with the Board after the school has become

established.

a. The Board of Trustees shall have the discretion to hire the senior administrator of the Academy who will oversee the formal establishment of the Academy. This administrator would be the Executive Director of the Academy who shall be responsible for carrying out the work of the Academy in accordance with the policies required by the DC Public Charter School Board as well as any requirements established from time to time by the Board of Trustees. The Executive Director shall be responsible for hiring the Principal and other staff members with administrative responsibilities. The Executive Director and the Principal will have clearly designated duties and responsibilities that will be detailed in their respective job descriptions. They will both be active participants in the administration and management of the inquiry based academic programs and curricula, as well the overall planning, development and oversight of the Academy, including but not limited to academic standards, Teacher schedules and evaluation, student progress reports with respect to graduation, and the physical plant.

b. The Executive Director would serve as an ex officio member of the Board of Trustees with the right to attend all Board meetings, prepare the Board meeting agenda in consultation with the Board Chair, and generally run those meetings. As a general rule, the Executive Director would not be a voting member of the Board but would be responsible for staff hiring decisions. For example, the Executive Director would be able to attend the executive sessions of the Board involving staff except those that would involve direct discussion of the Executive Director's performance and duties.

c. The Executive Director is responsible for hiring and termination of all school employees other than the Executive Director, who is appointed, evaluated, renewed, and—if necessary—terminated by the Board. The Executive Director is required to include Board members on search and interview committees for executive roles, such as the Principal and Director of Finance and Operations. In the event of the termination of an individual in an executive role, the Executive Director is required to consult with the Executive Committee of the Board. In the event of the termination of any other employee, the Executive Director is required to notify the Board.

d. The Executive Director agrees to function according to the Finance Policies and Procedures approved by the Board, and to ensure that all school personnel and practices conform to those same Policies and Procedures.

## **ARTICLE VI**

### **MISCELLANEOUS**

### Section 6.1 Checks, Notes, and Contracts

The Board of Trustees is authorized to select such depositories as it shall deem proper for the funds of the Academy. The Finance Committee of the Board is responsible for reviewing the Financial Policies and Procedures of the school and proposing them for Board approval. The Finance Committee shall review the Finance Policies and Procedures at least every three annual meetings, and may review them more often as necessary or beneficial. The Executive Director agrees to function according to the Finance Policies and Procedures approved by the Board, and to ensure that all school personnel and practices conform to those same Policies and Procedures.

### Section 6.2 Indemnification

The Academy may, to the fullest extent now or hereinafter permitted by law, indemnify against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorney's fees, any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or intestate was a Trustee, Officer, employee, or agent of the Academy. There shall be no indemnification in relation to matters as to which the Board finds that the employee, Officer, Trustee, or agent acted in bad faith or engaged in willful misconduct in the performance of a duty to the Academy. The Board shall obtain a Directors & Officers insurance policy to cover proper actions by Academy Trustees, Officers and staff.

### Section 6.3 Amendments

These Bylaws will be reviewed at least once every four (4) years and shall be documented as to the date of such review. These Bylaws may be amended at any meeting of the Board of Trustees by a majority vote of the entire Board of Trustees.

### Section 6.4 Nondiscriminatory Policy

The Academy shall admit girls of any race, color, national origin, religion and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to DC public school students at the Academy. The Academy shall not discriminate on the basis of race, color, gender identification, national origin, ethnic origin, religious affiliation, disability, or sexual orientation, in the administration of its educational policies, admission policies, scholarship and loan programs, or athletic and other school-administered programs.

### Section 6.5 Dissolution

Pursuant to DC Code §38-1802.13a Girls Global Academy will dissolve if the school's charter has been voluntarily relinquished, the charter is revoked, or the charter is not renewed by the authorizing agency (DC PCSB).

In accordance to §38-1802.13a.(c)(1) GGA will follow the plan to distribute its assets and dispose of all assets remaining.

## **ARTICLE VII**

### **CONFLICTS OF INTEREST**

#### **Section 7.1 Purpose**

The purpose of the conflicts of interest policy is to protect the Academy's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Trustee of the Academy. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

#### **Section 7.2 Procedures.**

a. **Duty to Disclose.** In connection with any actual or possible conflicts of interest, any Trustee, Officer, or member of a committee with Board-delegated powers must disclose the existence of a direct or indirect financial interest and all material facts relating thereto to the Board of Trustees.

b. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the Trustee, Officer, or committee member may be counted in determining the presence of a quorum at a meeting of the trustees.

(1) After exercising due diligence, and before the contract or transaction of conflict is authorized the Board of Trustees shall determine:(i) whether the Academy can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity whose involvement would not give rise to a conflict of interest; (ii) if The Board can authorize the contract or transaction in good faith by an affirmative vote of a majority of disinterested trustees; and (iii) if the contract or transaction is fair to the public charter school as of the time it is authorized.

(2) The minutes of the meeting of the conflicting interest contract or transaction should include the material facts as to the conflicting relationship or interest and as to the contract or transaction and identify and vote of each disinterested trustee who votes

(3) The Board of Trustees shall report any conflicting interest contract or transaction it authorizes to the Public Charter School Board within 3 days of authorization

c. Violations of the Conflicts of Interest Policy.

If the Board of Trustees determines that the member has failed to disclose an actual or possible conflicts of interest documenting the material facts as to the conflicting relationship or interest and as to the contract or transaction it shall take appropriate disciplinary and corrective action and a contract or transaction shall be void or voidable.

Section 7.3 Annual Statements.

Each Trustee, Officer, and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person:

- a. Received of a copy of the conflicts of interest policy;
- b. Read and understands the policy;
- c. Agreed to comply with the policy; and
- d. Will not violate the Academy's Tax Exemption: the Academy is a charitable organization and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7.4 Periodic Reviews.

To ensure that the Academy operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Academy may conduct periodic reviews. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining; and
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Academy's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further its charitable purposes, and do not result in impermissible private benefit or an excess benefit transaction.

Adopted as amended at a meeting of the Board of Trustees for the Girls Global Academy Public Charter School held on the April 27, 2020, by a unanimous vote of the Trustees: Mary E. Blaufuss, Shalini Benson, Max Levasseur, Marilyn Edmunds, Christine Miller, Scott Ganske, Donna Tymus, Maura Dunn, Mary Anna Pendleton, Elaine Harris, Kevin

Bryant, and Maureen Colburn

## **Attachment C**

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

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

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

The school will maintain a health suite that accommodates a nurse from the DC Department of Health. Girls Global Academy PCS will provide required and appropriate health and safety training to its staff, including but not limited to at least two staff members certified in administering medication and annual CPR and First Aid trainings. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations by collecting completed Universal Health Certificates from students and will provide parents with information on such requirements.

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

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



## **Attachment D**

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

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

## **Attachment E**

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

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

#### **RECEIPT OF GIRLS GLOBAL ACADEMY PCS EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)**



#### **Acknowledgement of Receipt of Girls Global Academy Employee Handbook**

I acknowledge that I have received a copy of the Girls Global Academy Employee Handbook ("Handbook"). I understand that I am responsible for reading the Handbook and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the GGA.

I also understand that the purpose of this Handbook is to inform me of GGA's policies and procedures, and it is not a contract of employment. GGA has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I acknowledge that all employment at GGA is at will, and either I or Girls Global Academy can terminate the employment relationship at any time, with or without cause, and with or without notice. This Handbook is applicable to all employees, regardless of their date of hire.

I understand this Employee Handbook refers to current benefit plans maintained by Girls Global Academy and I will refer to the actual plan documents and summary plan descriptions.

If I have any questions about the Handbook I will contact the Operations Team.

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

---

*Signature*

---

*Date*

---

*Please print your full name*

Please sign and date one copy of this notice and return it to Human Resources. Retain a second copy for your reference.

This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time.

Example of excerpt page 7

**This Employee Handbook is not a contract.** Like most schools, Girls Global Academy generally does not offer individual employees formal employment contracts with the GGA. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. All employment at GGA is at will, and either you or Girls Global Academy terminate the employment relationship at any time, with or without cause, and with or without notice. This Handbook is applicable to all employees, regardless of their date of hire.

Example of excerpt page 10

### ***Your Employment Relationship with the GGA***

Girls Global Academy generally does not offer individual employees a formal employment contract with the GGA. Employment is “at will,” meaning that you or the GGA may end your employment at any time for any lawful reason.

**Attachment F****Pre-Opening Visit Checklist (New School) –  
Girls Global Academy Public Charter School**

Reviewer Name:

Review Date:

School Opening Date:

Location:

*\*Items with an asterisk should be uploaded into Epicenter by the time of the pre-open visit.*

**Governance and Management**

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

**Staffing**

| Area of Review   | Examples of Documentation   | Notes/ Verification |
|--|---|---------------------|
| The number of teachers and staff, including special education and/ or EL teachers. | <ul style="list-style-type: none"> <li>Staffing plan</li> <li>Teacher roster</li> </ul> |                     |
| Employee roles and responsibilities have been clearly articulated.                 | <ul style="list-style-type: none"> <li>Staff position descriptions</li> </ul>           |                     |
| Employment policies for full-time and part-time                                    | <ul style="list-style-type: none"> <li>Employee Handbook</li> </ul>                     |                     |

|  |   |  |
|--|---|--|
| staff have been established and are available to teachers and other staff.               | <ul style="list-style-type: none"> <li>Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.)</li> </ul>                     |  |
| There is documentation that initial background checks for all staff have been completed. | <ul style="list-style-type: none"> <li>Background check clearances</li> </ul>   |  |
| Each teacher has been offered a retirement plan.   | <ul style="list-style-type: none"> <li>DC Teacher Retirement Opt In/Opt Out Form, or similar form</li> </ul>  |  |
| Leave of absence forms for former DCPS employees have been processed and are on file.    | <ul style="list-style-type: none"> <li>Leave of absence forms on file and reflect processing through DCPS<sup>1</sup></li> </ul>  |  |
| Plan for when teachers are absent.   | <ul style="list-style-type: none"> <li>Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.)</li> </ul> |  |

### **Curriculum and Instruction**

| <b>Area of Review</b>  | <b>Examples of Documentation</b>   | <b>Notes/ Verification</b> |
|--|--|----------------------------|
| Needed instructional materials and supplies have been procured for classrooms at every grade level.                              | <ul style="list-style-type: none"> <li>Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening</li> </ul> |                            |
| A school calendar and class schedules exist, and provisions have been made for them to be available to every student and family. | <ul style="list-style-type: none"> <li>School calendar—includes 180 instructional days, holidays, PD days, inclement weather</li> </ul>  |                            |

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

|   |  |  |
|---|--|--|
|   | and emergency closure make-up days* <ul style="list-style-type: none"> <li>• Class schedules</li> <li>• Copy of handbook, or resource in which calendar was printed</li> </ul>                     |  |
| Provisions have been made for assessing and serving students with disabilities. | <ul style="list-style-type: none"> <li>• Evidence that needed staff is on board to provide specialized instruction and related services, or evidence that services have been contracted</li> </ul> |  |

### **Students and Parents**

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

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

### **Operations**

| Area of Review  | Examples of Documentation   | Notes/ Verification |
|---|---|---------------------|
| <p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <p>-system to accurately collect and submit</p> | <ul style="list-style-type: none"> <li>• Student Information System is in place</li> <li>• Staff member(s) have been trained on DC PCSB's data systems, the school's Student Information System, and Epicenter</li> </ul> |                     |

|   |   |  |
|---|---|--|
| attendance and discipline;<br>-system to accurately collect excused absence documentation; and<br>-system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable -system to accurately submit Compliance documents to PCSB<br>-system for collecting documentation for federal entitlement programs |   |  |
| Arrangements have been made for food service.   | <ul style="list-style-type: none"> <li>• Food service contract</li> <li>• Record of Basic Business License (BBL)</li> </ul>   |  |
| Provisions have been made for health services and immunization, if appropriate.   | <ul style="list-style-type: none"> <li>• Evidence that health services and immunization services are available (school nurse, contract with local health facility, etc.)</li> <li>• Evidence of access to the immunization registry and a mechanism for entering immunization data</li> </ul> |  |
| There are written plans for such life safety procedures as fire drills and emergency evacuation.  | <ul style="list-style-type: none"> <li>• Written plans for life safety procedures included in faculty/student handbooks.</li> <li>• Fire drill schedule (two within the first ten days; monthly for the remainder of the school year)*</li> </ul>   |  |
| Financials (balance sheet as well as budget forecasting future expenses and revenues) are sufficient that school  | <ul style="list-style-type: none"> <li>• Monthly financial statements provided to PCSB</li> <li>• School Budget*</li> </ul>   |  |



|   |  |  |
|---|--|--|
| will be able to operate throughout the school year. |  |  |
|---|--|--|

### **Facilities, Furnishings and Equipment**

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

|                                 |  |  |
|---------------------------------|--|--|
| on file at the school and PCSB. | in accordance with their charter   |  |
| ADA Compliance                  | <ul style="list-style-type: none"><li>• Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access facility (e.g. elevators, ramps, restrooms, drinking fountains, etc) (This requirement will be verified on site.)</li></ul> |  |

**Overall Notes:**

*Note: This checklist is subject to revision by DC PCSB.*

## Attachment G

### Insurance Requirements

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

| <b>Type</b>                      | <b>Amounts</b>   |
|----------------------------------|--|
| General Liability                | \$1,000,000/occurrence & \$2,000,000 aggregate         |
| Umbrella Coverage                | \$3,000,000  |
| Directors and Officers Liability | \$1,000,000  |
| Educators' Legal Liability       | \$1,000,000  |
| Property Lease Insurance         | \$1,000,000  |
| Workers' Compensation            | \$1,000,000 each accident<br>\$1,000,000 each employee |
| Boiler and Machinery Insurance   | N/A  |
| Auto Liability                   | \$1,000,000  |
| Computer/technology insurance    | \$100,000  |

## **Attachment H**

### **Key Personnel Positions**

Board Chair

Executive Director

Principal

Director of Culture

Director of Finance and Operations

Student Support Services Coordinator

Data Manager

## Attachment I

### Graduation Requirements

#### Girls Global Academy Public Charter School Graduation Requirements

Girls Global Academy Public Charter School ("Girls Global Academy PCS") will meet standard graduation requirements set by District of Columbia Public Schools. Girls Global Academy PCS offers IB, AP, and CTE courses in the students' regular schedule. All Girls Global Academy students will have the same promotion requirements. If a student is recommended for retention, the Success team, led by the College and Career Readiness Counselor, will review and revise the Personalized Learning Plan, meet with the parent/guardian and student, articulate the path forward for credit recovery and include summer school sessions.

Students in Washington, D.C. are required to take at least 2.0 credits of their 24.0 credits in college level or career preparation approved courses to include AP, IB, and CTE courses. Girls Global Academy students will meet the community service requirement of 100 hours through service learning during LEADership academy and out of school service projects. Paid experiences do not count for service learning. Students at Girls Global Academy PCS will participate in a variety of service learning experiences each year they are enrolled.

**Credits:** A minimum of 25.5 credits must be obtained as a student at Girls Global Academy PCS. Please see breakdown below.

#### Girls Global Academy PCS Graduation Requirements

|  |             |
|--|-------------|
|  |             |
| <b>English</b>   | 4 Credits   |
| <b>Mathematics</b>   | 4 Credits   |
| <b>Social Studies</b><br>Include US Government, District of Columbia, US History | 4 Credits   |
| <b>Science</b><br>Includes 3 lab sciences  | 4 Credits   |
| <b>Physical Education and Health</b>   | 1.5 Credits |
| <b>Fine Arts</b><br>(Include .5 Art, .5 Music)                                   | 1 Credit    |
| <b>Pathways and CTE options*</b>   | 2 Credits   |

|  |           |
|--|-----------|
| Include Engineering or Business pathway, Advanced level coursework for CTE Certificate |           |
| <b>World Languages</b>   | 2 Credits |
| <b>Electives</b>   | 3 Credits |
| <b>Service Learning</b>  | 100 hours |
| <b>Total Credit Hours</b>  | 25.5      |

\* Note that while 2 credits of engineering or business are required for graduation, students must earn at least 3 to graduate with a CTE certificate.

Students may apply for a waiver to these graduation requirements, particularly in the event that they are transferring from another school. Waivers will be granted at the administration's discretion, only with significant cause, and preserving as much of the full GGA graduation requirements for each student as possible.

Transfer students may apply for a waiver from Pathways courses. Waivers for Pathways courses will be granted only if completion of the Pathways/CTE courses impedes a student's ability to complete other graduation requirements.

GGA will not grant waivers for 11th grade IB courses. Any transferring 12th grader must be able to transfer at least one IB course credit to meet these graduation requirements.

To meet requirements for a GGA diploma, students must earn at minimum one IB course credit from 11<sup>th</sup> grade and one IB course credit from 12<sup>th</sup> grade.