

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

DC WILDFLOWER PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2022 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and DC WILDFLOWER 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 serve a larger, universal purpose in eliminating racial and social discrimination and hierarchy – and offer an intimate liberatory educational experience. We believe intentionally small, community embedded, teacher-led Montessori learning environments will accelerate the journey for students of the global majority to be and feel safe, seen and heard. DCWPCS is where students' identities are affirmed, and their genius unleashed."

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 no more than 25 students in grades prekindergarten-3 (“**PK3**”) and prekindergarten-4 (“**PK4**”). In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic Year**” or “**School Year**” (“**SY**”) shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall provide instruction to students in grades PK3 through five and serve 225 total students across six sites.

(i) The School's maximum enrollment is contingent upon the number of school sites in operation. The School may not enroll more students than allotted for the number of sites in operation for a given year. The School may not open additional sites except in accordance with Section 3.1B below.

SCHEDULE I. Maximum Enrollment Schedule

<i>Number of Sites in Operation</i>	1	2	3	4	5	6
Total Enrollment Ceiling	48	100	150	180	207	225

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 grade PK3 through five programming the indicators listed in the Early Childhood/Elementary School/Middle School (PK-8) Performance Management Framework (“**PMF**”).

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

(ii) The School Corporation currently operates one campus. If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated individually by DC PCSB using the measurement of academic achievement expectations and goals outlined in this Section. (“**Campus**” is defined by DC PCSB’s *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the DC Office of the State Superintendent of Education (“**OSSE**”). A campus may have a distinct grade span, such as early childhood, elementary, middle, or high school, or a combination of the above. A campus may be in the same facility or different facilities.)

B. Standard for charter review and renewal. The School Corporation’s five-year charter review will occur in school year 2026-27; its ten-year charter review will occur in school year 2031-32; and its fifteen-year charter renewal will occur in school year 2036-37. 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 2022-23, 2023-24, 2024-25, and 2025-26 equal to or exceeding 40%.

Tenth-Year Charter Review: At its tenth-year charter review, obtains an average PMF score for school years 2026-27, 2027-28, 2028-29, 2029-30, and 2030-31 equal to or exceeding 45%.

Charter Renewal: At its fifteen-year charter renewal, obtains an average PMF score for school years 2031-32, 2032-33, 2033-34, 2034-35, and 2035-36 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.¹ 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 rating² on

¹ 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.”

² DC PCSB reserves the right to remove the STAR rating from consideration if material changes are

OSSE's School Transparency and Report (STAR) framework for the most recent year is a 3 or above.³

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.

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

2.4 Curriculum. The School Corporation shall have exclusive control over its instructional methods, consistent with § 38-1802.04(c)(3)(a) of the Act, but the School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change in the School's mission or goals no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. The School Corporation shall provide DC PCSB with any materials requested by DC PCSB in

made to the framework.

³ 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.

connection with the petition for charter revision. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

2.5 [Students with Disabilities.](#)

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

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

Section 3. ADMINISTRATION AND OPERATION

3.1 [Location.](#)

A. The School shall be located at 913 55th Street NE, Washington, DC 20019 (the "**School Property**"). DC PCSB reserves the right to delay or prohibit the School's opening until the School Corporation has satisfied each of the pre-opening items listed in DC PCSB's most recent site visit checklist at least one month prior to the first day of the School's first Academic Year. A copy of the information submitted to DC PCSB pursuant to this paragraph shall be kept on file at the School.

B. Beginning in SY 2023-24, the School Corporation shall be authorized to open and operate up to two additional sites per year, at different locations, for grades PK3 through fifth. The limitation of no more than two sites per year shall include a previously authorized site that has been delayed in accordance with Section 3.1(C). This authorization shall extend up to a maximum of six total sites operated by the School Corporation, including the initial site opened in the first year of operation. In order to be authorized to open an additional site or sites, the School Corporation must meet the following conditions as of the specific dates listed below, with a final authorization date (the "**Authorization Date**") of February 1, the year in which the authorization is granted, which shall be at least one school year prior to the school year in which the additional site or sites is/are scheduled to open:

(i) As of September 1 of the school year prior to the school year in which the additional site or sites is/are scheduled to open, the School Corporation must notify DC PCSB in writing of its intent to seek authorization to open an additional site or sites the following school year. This notification must specify whether the School Corporation intends to open one additional site or two additional sites; provided that, the School Corporation may only open two additional sites within the enrollment ceilings outlined in Schedule I. From the date of this notification through the Authorization Date, the School Corporation will provide DC PCSB with regular updates on its progress toward satisfying each condition listed below.

(ii) As of the Authorization Date, the School Corporation must be in satisfactory financial health, unless there are nonrecurring mitigating factors as may be determined at the sole discretion of DC PCSB, meaning it has not:

(a) had one or more Key Financial Indicators below the established lower range on the most recent Financial Analysis Report (FAR),

(b) received a qualified, adverse, or disclaimer of opinion in its latest independent auditor's report,

(c) had a significant or unusual unfavorable variance between its budget and its year-to-date financial statements, or

(d) warranted elevated financial oversight based on review of its interim financial statements and most recent FAR during the twelve months prior to the application to open a new site.

(iii) As of November 30, of the school year prior to the school year in which the additional site or sites is/are scheduled to be opened, the School Corporation must submit the following three budgets, which must demonstrate, to DC PCSB's satisfaction, that opening the new site(s) will not endanger the School Corporation's economic viability. The School Corporation will submit updated budgets to DC PCSB prior to the Authorization Date upon DC PCSB's request.

(a) Current Case – Assumes that the proposed new site or sites is/are not opened.

(b) Base Case – Assumes that the proposed new site or sites is/are opened.

(c) Contingency Case – Assumes that the proposed new site or sites is/are opened, but more conservative enrollment and expense assumptions are reflected.

(d) Unless otherwise specified in writing by DC PCSB, each of the above budgets shall contain at least the same level of detail that exists in the latest Annual DC PCSB Budget template; be provided in an Excel file; be presented annually for the five-year period beginning with the first year of operations of the proposed new site(s); reflect the School Corporation's actual financial position through September 30; and be accompanied by sufficient details of occupancy cost and usable square footage lease and a purchase plan for each site.

(iv) As of the Authorization Date, the School Corporation must ensure community engagement is incorporated during the site development process and provide evidence to DC PCSB of such engagement in the form of

letters of support, meeting records, community surveys, and similar documentation.

(v) As of December 1 of the school year prior to the year in which the additional site or sites is/are scheduled to be opened, a teacher-leader for each new site must be identified.

(vi) As of the Authorization Date, the School Corporation must submit to DC PCSB a fully executed lease or purchase agreement for each new site's facility.

(vii) In addition to the conditions listed above, DC PCSB and the School Corporation will mutually agree upon additional conditions to be added into the charter agreement following school year 2023-24. These additional conditions will include performance on the School Corporation's charter goals and/or DC PCSB's accountability framework, enrollment and demand metrics, and the School Corporation is not financially dependent on funding from the Wildflower Foundation. Such conditions will be in effect before the approval of any new sites in school year 2024-25 and beyond, and will remain in effect.

C. The School Corporation is not obligated to open a new site each school year and may delay opening an authorized site without forfeiting the authorization. The School Corporation must notify DC PCSB of its intent to open a previously authorized new site by September 1 of the school year prior to the school year in which the new site is scheduled to open.

D. 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.

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

3.2 [Enrollment.](#)

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

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has agreed to use My School DC and comply with its rules and policies to ensure a random selection and open enrollment process. However, if at any time the School Corporation chooses not to participate in My School DC, it shall submit to DC PCSB, by August 1 of the school year in which the changes will take effect, a petition for charter revision pursuant to § 38-1802.04(c)(10) containing a description of its proposed random selection process. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

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

3.3 [Disciplinary Policies.](#)

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

B. Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall track and report suspensions and expulsions in accordance

with the expectations for timely submission, including daily attendance, which is uploaded weekly, and discipline data, which is uploaded monthly. The School Corporation shall use the data management reporting software identified by DC PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

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

3.5 [Operational Control](#).

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

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

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

3.6 [Accreditation](#).

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

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

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

Section 4. GOVERNANCE

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

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

4.3 [Governance](#).

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

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

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

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

Section 5. FINANCIAL OPERATION AND RECORD KEEPING

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

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

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

5.4 [Contracts](#).

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

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

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

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

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

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

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

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

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

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

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

insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary (see **Attachment F**), subject to the availability of such insurance on commercially reasonable terms. However, should any insurance coverage expire prior to the Annual Compliance Reporting schedule, within thirty days of expiration the Board of Trustees will provide to DC PCSB either a notice that the Board of Trustees has determined that such coverage is no longer necessary or a certificate of insurance renewal or revision. Prior to the first year of operation, the School Corporation shall provide proof of insurance pursuant to **Attachment F**.

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

5.7 [Enrollment and Attendance Records](#).

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

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

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

Section 6. PERSONNEL

6.1 [Relationship](#). All employees hired by the School Corporation shall be employees of the School and, pursuant to § 38-1802.07(c) of the Act, shall not be considered to be employees of the District of Columbia government for any purpose.

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

Section 7. REPORTING REQUIREMENTS

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

7.2 [Audited Financial Statements](#). Pursuant to DC PCSB’s *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall deliver to DC PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act, and prepared in accordance with GAAP, government auditing standards for financial audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB.

7.3 [Interim Financial Reports](#). Pursuant to DC PCSB’s *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2022. **“Interim Period”** shall mean monthly, unless the School Corporation receives written notice from DC PCSB, after which it will mean the period designated by DC PCSB in such notice.

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

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

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

each campus shall maintain and submit to DC PCSB distinct and unique attendance data.

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

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

7.9 [Events of Default](#). The School Corporation shall promptly report to DC PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation or the School including: any claim there has been a material breach of any contract that affects the operation of the School, any claim or notice of a default under any financing obtained by the School Corporation, and 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, 2022, upon Charter revocation or nonrenewal, or by mutual written agreement of the parties hereto.

9.4 [Probation and Corrective Action](#).

A. If DC PCSB proposes to revoke the Charter pursuant to § 38-1802.13(a) of the Act, DC PCSB may, as an alternative to charter revocation, place the School or any of the School's campuses on probation and require the School Corporation, in consultation with DC PCSB, to develop and implement a written corrective action plan ("**Corrective Plan**"). The Corrective Plan shall include the reasons that the Charter is subject to revocation under § 38-1802.13(a), the terms and conditions of

probation, and the results the School shall achieve to avoid charter revocation. Although DC PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require DC PCSB to place the School or any of its campuses on probation or develop a Corrective Plan.

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

9.5 [Mandatory Dissolution.](#)

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

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

Section 10. OTHER PROVISIONS

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

10.2 [Failure or Indulgence Not Waiver; Remedies Cumulative.](#) No failure or delay on the part of DC PCSB in the exercise of any power, right, or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other

power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

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

10.4 [Entire Agreement; Amendments](#). This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that **Attachments A-E** can only be modified or amended through Petition for Charter Revision subject to 1.1(B) 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 14th St., NW; Suite 210
Washington, DC 20010
Attention: Michelle Walker-Davis, Executive Director
Email: mwalkerdavis@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

DC Wildflower Public Charter School
913 55th Street NE
Washington, DC 20019
Attention: Rachel Kimboko, Executive Director
Email: rachel.kimboko@dcwildflowerpcs.org
Telephone: (202) 996-8371

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.

DC WILDFLOWER PUBLIC CHARTER SCHOOL



By: Neil Campbell _____

Title: Board Chair

Date: 04/22/2022

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD



By: Lea Crusey

Title: Board Chair

Date:

ATTACHMENTS

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

Attachment A

Rules and Policies for Governance and Operation of School Corporation

DC Wildflower Public Charter School's Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act.

The Executive Director of Stakeholder Engagement is held accountable by the Board of Directors. The Board will get input from the Executive Director of Stakeholder Engagement and two Teacher Leader Board Representatives before making decisions that would affect them. Teacher Leader Board Representatives and the Executive Director of Stakeholder Engagement provide the voting members of the Board varied depth and breadth of perspective, which impact the Board's ability to govern a non-hierarchical system most effectively.

The two Teacher Leaders and the Executive Director of Stakeholder Engagement hold non-voting roles on the Board. The operations staff, Learning Specialists, and Social Worker are hired and held accountable by the Executive Director of Stakeholder Engagement. Teacher Assistants are hired and held accountable by Teacher Leaders.

The Board of Trustees contracts with The Wildflower Foundation ("TWF") on an annual basis and can continue or dissolve the Services and Charter Affiliation Agreement and Statement of Work. It is an at-will relationship and no TWF staff will serve as a voting member on the Board of Trustees. TWF does not serve as the school's management organization and there is no management organization involved in the operation of the school.

The Board uses a committee structure to organize its work and responsibilities. Standing committees include the following: Executive Committee, School Performance & Equity Reflection, Finance & Facilities, Community and Resource Engagement, and Governance.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect DC Wildflower Public Charter School's interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, member of a committee with Board-delegated powers, or any other individual designated by law. Trustees and executive leadership of DC

Wildflower Public Charter School will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest.

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

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

Attachment B

DC WILDFLOWER PUBLIC CHARTER SCHOOL Bylaws Updated January 28, 2021

ARTICLE I STRUCTURE

Section 1.1. Structure DC Wildflower Public Charter School, Inc. (hereinafter DCWPCS) is a nonprofit corporation organized under the laws of the District of Columbia Nonprofit Corporation Act, D.C. Code, § 29-501 et. seq. (the "Code"). The Articles of Incorporation of DC Wildflower Public Charter School (as amended from time to time, the "Articles of Incorporation") were filed in the office of the Department of Consumer Regulatory Affairs of the District of Columbia on April 8, 2020.

Section 1.2. Purposes. DC Wildflower Public Charter School is organized and is to be operated exclusively to carry out charitable and educational purposes, more specifically to establish a public Montessori charter school in the District of Columbia, 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"), and in furtherance of that purpose, exercise all rights and powers conferred by the laws of the District of Columbia upon nonprofit corporations.

Section 1.3 Mission. The mission of DC Wildflower Public Charter School (DCWPCS) is to serve a larger, universal purpose in eliminating racial and social discrimination and hierarchy – and offer an intimate liberatory educational experience. We believe intentionally small, community embedded, teacher-led Montessori learning environments will accelerate the journey for students of the global majority to be and feel safe, seen and heard. DCWPCS is where students' identities are affirmed and their genius unleashed!

ARTICLE II OFFICES

Section 2.1. Registered Office and Registered Agent. DCWPCS 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 DCWPCS in the District

of Columbia, and the address of the registered office may be changed from time to time by the Board in accordance with applicable law.

ARTICLE III BOARD OF TRUSTEES

Section 3.1. Powers. The Board shall be fiduciaries of DCWPCS and shall set overall policy for the school. The Board may make final decisions on matters related to the operation of the school, consistent with the charter granted to the school, and other applicable law.

Section 3.2. Number. The Board shall consist of at least seven (7) and no more than fifteen (15) Trustees. The board will maintain an odd number of Trustees for voting purposes. Thereafter the number of Trustees may be increased or decreased from time to time by resolution of the Board, 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 seven (7).

Section 3.3. Qualifications. Board Trustees shall be sought who have the capacity, meet quality, qualifications and diversity standards set by the Board delineated in the Job Description of a Trustee. 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, immediately following receipt of the charter. Thereafter, the DCWPCS nominating committee, known as the Governance Committee, shall present to the Board a slate of potential Trustees and Officers for election by the Board. The slate of Officers shall be presented at the annual meeting of the Board.

Section 3.4.1 Governance Structure. The Ongoing Board must be comprised of: (i) a DC Resident majority, (ii) Maintain an odd number of voting Board members; (iii) include at least two parent or legal guardian board members with students at the school (iv) Ex officio non-voting members will include the Executive Director of Stakeholder Engagement and at least two Teacher Leader representatives.

Section 3.5. Term of Office. Terms for office shall be for three (3) years from the date of their appointments, or until their successors are seated. After election, the term of a Trustee may not be reduced, except as specified in these bylaws, and the terms for the initial Trustees shall be staggered. No Trustee shall serve more than two (2) consecutive

three-year terms. Sections 4.4 and 4.5 outline the transition of Vice-Chair to the position of Chair.

Section 3.6. Rights and Responsibilities. All Trustees shall have identical rights and Responsibilities as outlined in the DCWPCS Board Agreement. All Trustees shall serve DCWPCS with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with DCWPCS . All participants in Board work are bound by DCWPCS '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 official action 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.

Section 3.8. Resignation. Any Trustee may resign at any time by delivering written notice of his or her resignation to the Board. 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 vacancies of the Board, arising at any time and from any cause, may be filled at any meeting of the Trustees by a majority vote of the Trustees then in office. A Trustee so elected shall serve until the next annual meeting and until his or her successor is elected and qualified.

Section 3.10. Meetings. The annual meeting of the Board shall take place once a 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.

There shall be at least ten (10) other regular meetings of the Board held each year held in person or virtual conference. Regular meetings of the Trustees may be held at such time and place as shall from time to time be determined by the Board. Special meetings may be called at any time by any Trustee. By official action of the Trustees present, whether or not a quorum is present, the Board may adjourn any meeting to another time and place.

Section 3.11. DCWPCS shall define in board policy the rule of order, which may be revised and adopted by official action of the Board.

Section 3.12. Notice of Special Meetings. In accordance with The District of Columbia Open Meetings Act, notice of the time and place of each special meeting of the Board shall be made public, 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 seven (7) 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 DC Wildflower Public Charter School 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 action taken at the meeting.

Section 3.13. Quorum and Voting. Except as otherwise provided by law, a majority of the Board shall constitute a quorum for the transaction of any specified item of business. Except as otherwise provided by law or these Bylaws, DCWPCS shall define in board policy the rule of order which will define what constitutes an official action of the Board. Such policy may be revised by official action of the Board.

Section 3.14. Committees. The Board, by resolution adopted by the Board, may designate from among its members standing committees, each consisting of one (1) or more Trustees. The Board may designate one or more Trustees as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

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 (a) authorize distributions, (b) approve or recommend to the Board the dissolution, merger, or the sale, pledge or transfer of all or substantially all of DC Wildflower Public Charter School 's assets, (c) elect, appoint, or remove Trustees or fill vacancies on the Board or on any of its committees; or (d) adopt, amend, or repeal DC Wildflower Public Charter School 's Articles of Incorporation or Bylaws. Each committee and each member of each committee shall serve at the pleasure of the Board.

Section 3.15. Governance Committee. There shall be a standing nominating committee, known as the Governance Committee. This committee shall be composed of three (3) persons elected by the Board at its annual meeting. The duties of the Governance

Committee shall be to recommend candidates to the Board to fill vacancies that arise outside the regular nominating process.

Section 3.16. Finance and Facilities Committee. There shall be a standing committee, known as the Finance and Facilities Committee. This committee shall be composed of three (3) persons elected by the Board at its annual meeting. The duties of the Finance Committee shall be to review and validate annual budget, recommend the selection of an auditor and meet with auditor prior to the full board review and approval of the annual audit, serve as an ongoing resource and advisor to staff on financial issues and oversight, including vendor selection and contracts.

Section 3.17. Compensation. Trustees of a Board committee shall not receive any salary, compensation, or honorarium for their services. The Chair of the Board may propose to reimburse Trustees for reasonable expenses incurred by carrying out their duties as Trustees.

ARTICLE IV OFFICERS

Section 4.1. Number. The Officers of DC Wildflower Public Charter School shall be a Chair, Vice Chair, Secretary, and Treasurer, and such other Officers, if any, as the Trustees may from time to time appoint. Each office shall be held by a different Trustee.

Section 4.2. Election and Term. The Governance committee shall present a slate of Officers to the Board two times per year. Officers may be elected by the Trustees at their annual meeting and shall hold office for the term of three (3) years. 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 official action of the Board. A vacancy in any office shall be filled for the unexpired term by official action of the Board.

Section 4.4. Board Chair. Pursuant to the terms of these bylaws, he or she shall have the power to sign alone in the name of DC Wildflower Public Charter School all contracts authorized either generally or specifically by the Board 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 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 for elections.

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 including presiding at any meeting when the Chair is absent. The Vice-Chair may have such powers and perform such duties as may be delegated thereunto by the Chair or prescribed by the Board. The Vice-Chair transitions to Chair for the unexpired portion of the Chair's term. The intent is that the Board will select a current Board member with no less than one (1) year experience to assume the Chair role for at least one (1) term.

Section 4.6. Secretary. The Secretary shall be responsible for performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board, including, but not limited to, recording and maintaining the minutes of all meetings of the Board and maintaining records (including financial records when the Treasurer provides the Secretary such records) of DC Wildflower Public Charter School such as the bylaws and the charter. In the event of absence or disability of the Secretary, the Board may elect an interim Secretary to perform the duties of the Secretary during such absence or disability.

Section 4.7. Treasurer. The Treasurer shall perform all duties incident to the office of Treasurer and shall hold the Chair position of the Finance and Facilities Committee and such other duties as shall from time to time be assigned by the Board. The Treasurer shall keep proper accounting records showing at all times the amount of the funds and other property of DC Wildflower Public Charter School, all of which records shall be open at all times to the inspection of the Board.

ARTICLE V STAFF

Section 5.1 Staff. The Board shall have the discretion to hire an Executive Director of Stakeholder Engagement, who shall be responsible for carrying out the work of DC Wildflower Public Charter School in accordance with the policies established from time to time by the Board.

ARTICLE VI MISCELLANEOUS

Section 6.1. Dissolution

The charter school corporation will dissolve if the school's charter: (1) Has been revoked by the authorizing entity (DC PCSB); (2) Has not been renewed by the authorizing entity; or (3) Has voluntarily been relinquished by the charter school. All remaining assets of the School Corporation shall be disposed of in strict compliance with the requirements of § 38-1802.13a.

Section 6.2. Checks, Notes, and Contracts. The Executive Director of Stakeholder Engagement may sign on behalf of DC Wildflower Public Charter School, individually or together with the Board Chair, Secretary, or Treasurer or any other proper officer of DC Wildflower Public Charter School thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or the Bylaws to some other officer or agent of DC Wildflower Public Charter School, or shall be required by the law to be otherwise signed or executed. Subject to DC Wildflower Public Charter School's conflict of interest policies as the same shall be adopted from time-to-time, the Board authorizes the Executive Director of Stakeholder Engagement to sign such contracts as the Executive Director of Stakeholder Engagement determines in his/her discretion to be consistent with the Charter, the budget, the purposes and powers of DC Wildflower Public Charter School and in the best interests of the DC Wildflower Public Charter School, without specific approval of the Board, involving expenditures or commitments not exceeding \$25,000 or of a term of more than 12 months (unless terminable by the DC Wildflower Public Charter School without penalty).

Section 6.3. Indemnification. DC Wildflower Public Charter School 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 DC Wildflower Public Charter School. 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 DC Wildflower Public Charter School.

Section 6.4. Amendments. These bylaws will be reviewed at least once every two (2) years and shall be documented as to the date of such review. These bylaws may be amended at any meeting of the Board by official action. The Articles of Incorporation will be reviewed at least once every two (2) years and shall be documented as to the date of such review. The Articles Incorporation may be amended at any meeting of the Board by official action of the Board of Trustees.

**ARTICLES OF INCORPORATION
OF
DC WILDFLOWER PUBLIC CHARTER SCHOOL**

The undersigned, for the purpose of organizing a nonprofit corporation under the District of Columbia Nonprofit Corporation Act of 2010, as amended, adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of this corporation is "DC Wildflower Public Charter School."

ARTICLE II

PURPOSES AND POWERS

This corporation is organized and shall be operated exclusively for charitable, religious, educational, and scientific purposes within the meaning of Sections 170(c)(2), 501(c)(3), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Within the framework and limitations of the foregoing, the specific primary purpose of this corporation is to operate a Montessori school consistent with the design principles of The Wildflower Foundation, a Minnesota nonprofit corporation described in Section 501(c)(3) of the Code dedicated to creating spaces for learning that support children, parents and teachers on their unfolding journey toward fulfilling their potential.

For such purposes, and all others necessary, proper, useful, incidental, or advantageous thereto, this corporation shall have and may exercise all powers that are afforded to this corporation by the District of Columbia Nonprofit Corporation Act of 2010 and by any future laws amendatory thereof and supplementary thereto; provided, however, that this corporation shall not carry on any activity not permitted to be carried on by a corporation that is exempt from federal income tax under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code or by a corporation that is described in, and contributions to which are deductible for federal income and estate tax purposes under, Sections 170(c) and 2055(a) of the Code.

All references in these Articles of Incorporation to a particular section of the Code shall include the corresponding provisions of any future federal tax law.

ARTICLE III

PROHIBITED ACTIVITIES

No part of the net income or earnings of or contributions to this corporation shall, directly or indirectly, inure to the benefit of any person having a personal and private interest in the activities of the corporation, but this corporation may pay reasonable compensation for services rendered to this corporation in furtherance of its purposes set forth in Article II hereof. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, except pursuant to an election under, and as permitted by, Section 501(h) of the Code, and this corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE IV

NONDISCRIMINATION POLICY

This corporation shall not discriminate, on the basis of race, color, national or ethnic origin, creed, religion, sex or gender, disability, age, marital status, sexual orientation, or status with regard to public assistance. Without limiting the generality of the foregoing, this corporation shall admit students of any race, color, national and ethnic origin to the school and to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. Further, this corporation shall not discriminate, on the basis of race, color, national and ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other programs administered by this corporation.

ARTICLE V

REGISTERED OFFICE

The registered office of this corporation is located at 600 New Hampshire Avenue NW, 9th floor, in Washington, DC 2003, and its registered agent at that address is Maia Blankenship, Partner at the Wildflower Foundation.

ARTICLE VI

INCORPORATOR

The name and address of the incorporator, who is an adult natural person, is:
Name: Maia Blankenship
Address: 600 New Hampshire Avenue NW, 9th floor, in Washington, DC 2003

ARTICLE VII

NO MEMBERS

This corporation shall not have members.

ARTICLE VIII

DIRECTORS

The management and direction of the business and affairs of this corporation shall be vested in a Board of Directors. The number, qualifications, terms of office, method of selection or election, powers, authority, and duties of the directors of this corporation, the time, place and manner of their meetings, and such other provisions with respect to them as are not inconsistent with the express provisions of these Articles of Incorporation shall be as specified in or prescribed pursuant to the Bylaws of this corporation.

ARTICLE IX

NO LIABILITY

No director, officer, committee member, employee or agent of this corporation shall be personally liable for the payment of any debts, liabilities or obligations of this corporation of any nature whatsoever, nor shall any of the property of any director, officer, committee member, employee or agent be subject to the payment of the debts, obligations or liabilities of this corporation to any extent whatsoever.

ARTICLE X

DISSOLUTION

This corporation may be dissolved in accordance with the laws of the District of Columbia. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

ARTICLE XI

ACTION WITHOUT MEETING

Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if each director signs a consent in the form of a record describing the action to be taken and delivers it to the corporation. Action taken under this section shall be the act of the board of directors when one or more consents signed by all the directors are delivered to the

corporation. The consent may specify the time at which the action taken in the consent is to be effective. A director's consent may be withdrawn by a revocation in the form of a record signed by the director and delivered to the corporation prior to delivery to the corporation of unrevoked consents signed by all the directors. A consent signed under this section has the effect of action taken at a meeting of the board of directors and may be described as such in any document.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of March in the year 2020.

Signature of Incorporator: .



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Printed Name of Incorporator: Maia A. Blankenship

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



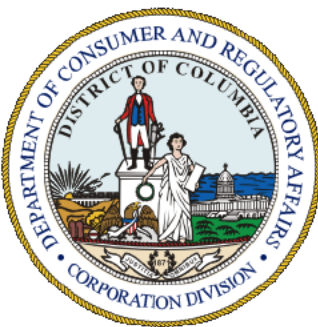
C E R T I F I C A T E

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

DC Wildflower Public Charter School

Effective Date: 4/8/2020

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 4/8/2020 10:29 AM



Business and Professional Licensing Administration



JOSEF G. GASIMOV
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: mshm9gxT

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

DC Wildflower Public Charter School ("DC Wildflower 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, DC Wildflower 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, DC Wildflower 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.

DC Wildflower 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. DC Wildflower 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.

DC Wildflower 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. DC Wildflower 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 DC Wildflower 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

DC Wildflower 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). DC Wildflower 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 DC Wildflower Public Charter School ("DC Wildflower PCS") will be "at will" employees. The following is a sample of the language from the DC Wildflower PCS Offer Letter template where employees will sign acknowledging their understanding of their "at-will" status.

DC WILDFLOWER PCS EMPLOYEE OFFER LETTER TEMPLATE (EMPLOYEE COPY)

As a reminder, all employees of DC Wildflower Public Charter School are employed "at-will"; therefore, the staff retain the right to leave at their discretion just as DC Wildflower Public Charter School retains the right to terminate their employment at any time, with or without cause or notice. As a condition of employment with DC Wildflower Public Charter School and by signing below, you further agree to adhere to the terms and conditions set forth by our employment regulation policies (such as clearance of background and/or reference checks).

Attachment F

Insurance Requirements

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

Type	Amounts
General Liability	\$1,000,000/occurrence & \$2,000,000 aggregate
Umbrella Coverage	\$3,000,000
Directors and Officers Liability	\$1,000,000
Educators' Legal Liability	\$1,000,000
Property Lease Insurance	As contractually required by the lease but no less than \$500,000
Workers' Compensation	As required by law.
Boiler and Machinery Insurance	If applicable.
Auto Liability	If applicable.
Computer/technology insurance	Replacement cost.

Attachment G

Key Personnel Positions

Board Chair

Executive Director of Stakeholder Engagement (Head of School & Principal)

Operations Partner (Chief Operating Officer)

Teacher Leader (English Learner Coordinator & SPeD Endorsement)

Student Support Partner (Special Education Coordinator)