

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD

AND

Lee Montessori Public Charter School

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## CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2014 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**PCSB**”) and LEE MONTESSORI PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

### RECITALS

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

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

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

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

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

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

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

### SECTION 1. ESTABLISHMENT OF SCHOOL

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

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

- (i) The School’s statement regarding the mission and goals of the School and the manner in which the school will conduct any district-wide assessments;
- (ii) Proposed Rules and Policies for Governance and Operation of School Corporation [Attachment A];
- (iii) Articles of Incorporation and Bylaws [Attachment B];

- (iv) Procedures to Ensure Health and Safety of Students and Employees [Attachment C];
- (v) Assurance to Seek, Obtain, and Maintain Accreditation [Attachment D];  
and
- (vi) Relationship Between School and Employees [Attachment E].

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

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

## **SECTION 2. EDUCATIONAL PROGRAM**

**2.1** Mission Statement. **A.** The School Corporation shall operate the School in accordance with its mission statement: to create a peaceful, multi-age learning environment for preschool and elementary aged children that fosters the physical, social, emotional and academic growth and development of students and produces life-long learners using the materials and philosophy developed by Maria Montessori and furthered by the Association Montessori Internationale.

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

**2.2** Age-Grade. **A.** Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in ages/grades PK3 through first. In each of the succeeding four (4) Academic Years, the School may provide instruction to students in accordance with Schedule I. "**Academic Year**" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

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

**2.3** Academic Achievement Expectations and Goals. **A.** The School Corporation has selected as its measure of academic achievement expectations for its pre-kindergarten-3 through second grade programming the indicators included in the Early Childhood Performance Management Framework, and has selected for its third through sixth grades the indicators in the Elementary and Middle School Performance Management Framework (each, a "PMF" and collectively, the "PMFs").

- (i) Accordingly, changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights will automatically become part of the measurement of the school's academic achievement expectations. However, if

changes other than those listed above are made to any PMF that School Corporation elects not to accept, the School Corporation shall provide PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

(ii) If at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section. (“**Campus**” is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school, or a combination of the above. These may be in the same facility or different facilities).

**B. Standard for charter review and renewal.** (a) pre-kindergarten-3 through second grade program (“Early Childhood Program”), and its (b) third through sixth grade program (“Elementary/Middle School Program”), will be assessed separately in charter reviews and renewal assessments.

(i) Early Childhood Goals and Expectations. The Early Childhood PMF will be considered to have been adopted by the school in 2014-15 as its goals and student academic achievement expectations for its early childhood program (pre-kindergarten-three through second grade).

For each school year, starting in the 2014-15 school year, and until PCSB determines the performance standards for the Early Childhood PMF tiers, each measure within the Early Childhood PMF will be considered an individual charter goal. The School Corporation will be considered to have met each goal if it meets or exceeds the threshold for each individual measure.

After PCSB establishes EC PMF tiers, for purposes of reviews and renewals, the school will be considered to have met its goals and academic expectations if it meets performance standards to be set by the PCSB Board.

(ii) Elementary/Middle School Goals and Expectations. The school’s elementary/middle school program (third through sixth grade) will be deemed to have met its goals and academic expectations if:

At its five-year review, the School Corporation earns at least 40% of the possible points on the applicable PMF in at least two of the most recent three years of operation.

At its ten-year review, the School Corporation earns at least 50% of the possible points on the applicable PMF in two of the three most recent years and not under 45% of the points in any of the past five years.

**C.** If any of the above targets are not met, PCSB may, at its discretion, determine the campus to have met its goals and academic achievement expectations if it has demonstrated consistent improvement over the course of the most recent five-year period.

**D.** The School Corporation shall be evaluated in accordance with the following mission-specific and/or non-academic goals as set forth in its Petition:

- Each school year, 100% of students referred for evaluation for special education will receive timely evaluations in all areas of suspected disability and appropriate placement as warranted in accordance with the procedures under IDEA and DC Code.
- By the fifth year of operation, Lee Montessori PCS will become recognized by the Association Montessori Internationale, a world-renowned organization founded by Dr. Montessori that upholds her theory and practices.

**E.** The School Corporation shall test every enrolled student in the grades tested by district-wide assessments in core academic subjects (i.e., math, reading, science, and social studies) and report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

**F.** If the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section 2.3. (“**Campus**” is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of the above. These may be in the same facility or different facilities).

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

**2.4 Curriculum. A.** The School Corporation shall design and implement the educational program set forth in its Petition including amendments to the Petition required by PCSB, if any.

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

**2.5 Students with Disabilities. A.** The School Corporation shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), the Americans with Disabilities Act of

1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

**B.** Pursuant to §38-1802.10(c) of the Act, the School Corporation shall elect to be treated as a local educational agency for the purpose of providing services to students with disabilities. The School Corporation shall notify PCSB in writing of any change in election by April 1 prior to any Academic Year in which the change in election shall be effective.

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

**3.1 Location.** **A.** The School shall be located at 200 Douglas Street, Northeast, Washington, D.C. 20002 (the “**School Property**”). PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one (1) month prior to the first day of the School’s first Academic Year. A copy of the information submitted to PCSB pursuant to Attachment F shall be kept on file at the School.

**B.** Unless otherwise approved by PCSB in writing, in the School’s first and second Academic Years of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range. After its second 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 PCSB in the Petition. The PCSB shall approve or deny the request within ninety (90) days of the date of its submission.

**C.** The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to PCSB at least three (3) months prior to its intended relocation. PCSB reserves the right to delay or prohibit the School’s opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in Attachment F at least one (1) month prior to the first day of the School’s operation at the new School Property.

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

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

date of the proposed implementation and may consider any comments of PCSB, staff, and its agents in connection with the proposed changes.

**C.** The School shall maintain an enrollment of no more than 79 students in the first Academic Year and no more than 297 students in subsequent Academic Years substantially in accordance with Schedule I. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three (3) months before the requested change date with (i) evidence that (a) the School Property has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase; (ii) a revised Schedule I; and (iii) such other items as PCSB may request, in accordance with the Act.

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

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

**C.** The School Corporation shall comply with PCSB requirements related to the reporting of any student expulsions or suspensions for longer than five (5) days and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data for each campus separately.

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

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

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

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as the School's facilities;

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

**3.6** Accreditation. **A.** Within five (5) years of its opening, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) of the Act.

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

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

## **SECTION 4. GOVERNANCE**

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

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

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

**B.** Pursuant to §38-1802.04(c)(10) of the Act, the Board of Trustees shall provide PCSB with written a request for approval of any material change(s) to its articles of incorporation or bylaws within three (3) 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 (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of

students currently attending the School, and the majority of whom shall be residents of the District of Columbia.

**4.5 Authority.** Pursuant to §38-1802.05 of the Act, the Board of 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 may charge reasonable fees or other payment for after school programs, field trips, or similar student activities.

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

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

**B.** The School Corporation shall follow the requirements of §38-1802.04(c)(1) of the Act for contracts entered into with a third party for the management of the School, other than the third party designated in its petition (a “**School Management Contract**”). The School Corporation shall submit a written request for approval to PCSB before canceling, terminating, or materially amending, modifying, or supplementing any School Management Contract; however, such a request shall be deemed approved unless PCSB notifies the School Corporation within sixty (60) days of submission of a request for approval that the request has been denied and the reason(s) for denial.

**C.** If a procurement contract having a value equal to or exceeding \$25,000, is awarded by the School Corporation to an affiliated party, the School Corporation will award that contract pursuant to the School Corporation's conflict of interest policies and procedures that include notice to the Board of Trustees of the School Corporation and recusal from discussion and decision of the affiliated party. ("Affiliated Party" means any person who is a member of the Board of Trustees, an entity indirectly controlled, controlled by, or under common control with a member of the Board of Trustees of the Corporation, or such individual who is a member of the immediate family (including parents, spouse, children, siblings) of a member of the Board of Trustees and any trust whose principal beneficiary is a member of the Board of Trustees or such an individual. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management of policies of that entity, whether through the ownership of voting securities or by contract or otherwise.

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

**5.5** [Insurance](#). The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations. This shall include the types of insurance set forth in Attachment I and in no less than the respective coverage and limits set forth therein. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. The Board of Trustees may by written notice amend the insurance coverage required by this Section 5.5 and Attachment I to include such additional insurance coverage that the Board of Trustees determines is reasonably necessary, subject to the availability of such insurance on commercially reasonable terms.

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

**5.7** [Enrollment and Attendance Records](#). **A.** The School Corporation shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Section 7 below.

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

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

## **SECTION 6. PERSONNEL**

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

**6.2 Hiring.** The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten (10) hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School Management Contract. From time to time as established by the School Corporation, the School Corporation shall conduct random background checks on each employee and each person who regularly volunteers at the School more than ten (10) hours a week, but at a minimum once every two (2) years.

## **SECTION 7. REPORTING REQUIREMENTS**

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

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

**7.3 Interim Financial Reports.** Unless otherwise notified by PCSB, the School Corporation shall prepare and submit to PCSB within thirty (30) days after the end of each Interim Period starting with the Interim Period beginning July 1, 2014, (i) the balance sheet of the School Corporation at the end of such Interim Period and the related statements of income and cash flows of the School Corporation for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments; and (ii) notes to the balance sheet describing the financial status of the School Corporation including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period. These reports may include supplemental schedules as required by PCSB. “**Interim Period**” shall mean monthly, and from time to time thereafter, upon written notice by PCSB to the School Corporation, the period designated by PCSB in such notice.

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

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

**7.6 Attendance Data.** No later than fifteen (15) days after the end of each month during the Academic Year and during summer school, if offered, the School Corporation shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for the School using attendance management reporting software identified by PCSB. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit to PCSB distinct and unique attendance data.

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

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

**7.9 Events of Default.** The School Corporation shall promptly report to PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation or the School including: (i) any claim there has been a material breach of any contract that affects the operation of the School; (ii) any claim or notice of

a default under any financing obtained by the School Corporation; and (iii) any claim that the School Corporation has failed to comply with the terms and conditions of any Authorizations required to operate the School. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the School Corporation's intended response.

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

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

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

## **SECTION 8. COMPLIANCE**

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

**8.2 Waiver of Application of Duplicate and Conflicting Provisions.** Pursuant to §38-1802.10(d) of the Act, no provision of any law regarding the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to the School Corporation or PCSB to the extent that the provision duplicates or is inconsistent with the Act.

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

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

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

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

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

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

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

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

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

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

**9.3** Termination. This Agreement shall terminate if the School fails to begin operations by September 15, 2014; if the School fails to secure use of the School Property by August 1, 2014; upon Charter revocation or nonrenewal; or by mutual written agreement of the parties hereto.

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

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

**9.5** Mandatory Dissolution. **A.** In accordance with §38-1802.13a of the Act, the School Corporation shall dissolve if the Charter (i) has been revoked by PCSB; (ii) has not been renewed by PCSB; or (iii) has been voluntarily relinquished by the School Corporation.

In the event of dissolution, PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan for (iv) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (v) discharge the School Corporation's debts; and (vi) distribute any remaining assets in accordance with §29-301.48(3) 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 PCSB in the exercise of any power, right, or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

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

**10.4 [Entire Agreement; Amendments.](#)** This Agreement, together with all the attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

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

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

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

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

**10.10 [Dispute Resolution.](#)** Neither PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB’s ability to revoke,

not renew, or terminate the Charter pursuant to §38-180213 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement.

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

If to PCSB:

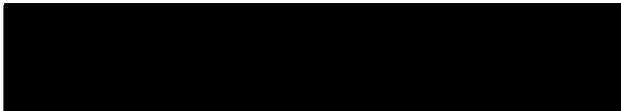
District of Columbia Public Charter School Board  
3333 14<sup>th</sup> St., NW; Suite 210  
Washington, D.C. 20010  
Attention: Scott Pearson, Executive Director  
spears@dcpcsb.org  
Telephone: (202) 328-2660

If to the School Corporation:

Lee Montessori Public Charter School  
1638 R Street NW #300  
Washington, D.C. 20009  
Attention: Chris Pencikowski  
Email: Chris@leemontessori.org  
Telephone: (202) 779-9740

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.

**LEE MONTESSORI PUBLIC CHARTER SCHOOL**



By: Dominique Fortune

Title: Chair, Board of Trustees

Date: June 5, 2014

**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**



Title:

Date:

**SCHEDULE I**

**Maximum Enrollment**

	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
<b>PS</b>	33	33	33	33	33	33	33	33	33	33	33	33	33
<b>PK</b>	17	33	33	33	33	33	33	33	33	33	33	33	33
<b>K</b>	17	17	33	33	33	33	33	33	33	33	33	33	33
<b>1st</b>	12	17	17	33	33	33	33	33	33	33	33	33	33
<b>2nd</b>		12	17	17	33	33	33	33	33	33	33	33	33
<b>3rd</b>			12	17	17	33	33	33	33	33	33	33	33
<b>4th</b>				12	17	17	33	33	33	33	33	33	33
<b>5th</b>					12	17	17	33	33	33	33	33	33
<b>6th</b>						12	17	17	33	33	33	33	33
<b>Total</b>	<b>79</b>	<b>112</b>	<b>145</b>	<b>178</b>	<b>211</b>	<b>244</b>	<b>265</b>	<b>281</b>	<b>297</b>	<b>297</b>	<b>297</b>	<b>297</b>	<b>297</b>

## ATTACHMENTS

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

## **Attachment A: Rules and Policies for Governance and Operation of School Corporation**

### *Board Members*

Every member of the Board of Trustees shall comply with all requirements of DC and federal law regarding the operation of a public charter school in the District of Columbia. The Board of Trustees shall create and comply with policies regarding their rights and responsibilities as members of the Board.

### *Powers and Responsibilities of the Board*

The Board of Trustees is the governing body of the school and as such its responsibilities include, but are not limited to, setting the mission of the school, providing strategic direction, approving the budget and overseeing the financial stability of the school, ensuring compliance with Federal and District of Columbia laws and other regulations, and approving and implementing the Policies and Procedures manual. The Board is responsible for assessing its collective performance and for participating in Board development and training to maintain strong leadership of the school.

The Board shall provide strong leadership for the school by recruiting, hiring and evaluating the performance of the Head of School. The Board will focus primarily on strategic direction, financial management and performance of the Head of School.

**Strategic Direction-** The Board is responsible for setting short term and long term planning goals including meeting student enrollment targets, achieving and maintaining AMI accreditation, and achieving and maintaining performance goals of the Performance Management Framework (PMF).

**Financial management-** The Board will oversee the financial stability of the school by reviewing and approving the annual budget, monitoring monthly financial reports, hiring the audit firm to conduct the annual financial audit, and reviewing/approving the Form 990 prior to filing it with the IRS.

**Leadership-** The Board will recruit, hire, evaluate and if necessary replace the Head of School as well as give him or her the support and direction needed to carry out the mission and goals of the school.

### **Board of Trustees – Conflicts of Interest**

The Board of Trustees shall act in the best interests of Lee Montessori PCS. Board members shall avoid entering into a transaction or arrangement that might benefit the private interest of a member of the Board or might give the appearance of a conflict of interest. The Board is bound by applicable DC and federal laws governing conflict of interest applicable to nonprofit organizations. The Board has a formal Conflict of Interest policy, which can be found in Article VII of the bylaws.

Under this policy, each member of the Board annually signs a statement disclosing any conflicts or potential conflicts and affirming that he/she

- a. Has received a copy of the conflict of interest policy;

- b. Has read and understands the policy;
- c. Agrees to comply with the policy; and
- d. Understands that Lee Montessori PCS is a charitable organization and in order to maintain its federal tax exemption must engage primarily in activities that accomplish one or more of its tax exempt purposes.

These forms will be kept on file at the school.

In accordance with the bylaws, if a member of the Board discloses a conflict of interest, the Board will review it in that member's absence or by a Conflicts Committee, should one be appointed. If the Board determines that a conflict of interest exists, the member disclosing the conflict shall recuse himself from voting on the matter at hand.

**Attachment B: Articles of Incorporation and Bylaws**

Initial File #: N00004665321

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



**CERTIFICATE**

**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:

LEE MONTESSORI PUBLIC CHARTER SCHOOL

**Effective Date:** 1/11/2013

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 1/11/2013 10:08 AM



Vincent C. Gray  
Mayor

Tracking #: IH1zrKLp

Business and Professional Licensing Administration



PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

## **ARTICLES OF INCORPORATION**

*As amended at a meeting of the Board of Trustees on May 21, 2014*

The undersigned incorporator, a natural person 18 years of age or older, in order to a corporate entity under the Washington, District of Columbia Statutes, adopts the following articles of incorporation.

### **ARTICLE I: NAME / REGISTERED OFFICE**

The name of this corporation shall be Lee Montessori Public Charter School, located at 329 Rhode Island Ave. NE, #404, Washington DC 20002.

### **ARTICLE II: PURPOSE**

Lee Montessori PCS is organized under Chapter 4 of Title 29 of the District of Columbia School Reform Act of 1995 and its sole purpose shall be the operation of a public charter school. To this end, the corporation shall at all times be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)3 of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)3 of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

### **ARTICLE III: EXEMPTION REQUIREMENTS**

At all times shall the following operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provisions of this document, the organization shall not carry on any other activities not permitted to be carried on:
  - a. by an organization exempt from federal income tax under section 501(c)3 of the Internal Revenue Code, corresponding sections of any future federal tax code; or
  - b. by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

### **ARTICLE IV: DURATION**

The duration of the corporate existence shall be perpetual.

### **ARTICLE V: MEMBERSHIP / BOARD OF DIRECTORS**

The corporation shall have no members. The management of the affairs of the corporation shall be vested in a Board of Directors, as defined in the corporation's bylaws. No Director shall have any right, title, or interest in or to any property of the corporation.

The number of Directors constituting the first Board of Directors is eleven (11), their names and addresses being as follows:

Austin Brickler	<<Address on File>>
Marimba Johnson-Bright	<<Address on File>>
Willie Davis	<<Address on File>>
Dominique Fortune	<<Address on File>>
Abbey Hairston	<<Address on File>>
Megan Hubbard	<<Address on File>>
Roland Kidd	<<Address on File>>
Susan Klinger	<<Address on File>>
Beverly O'Bryant	<<Address on File>>
Loraine Smedley	<<Address on File>>
Kelly Smith	<<Address on File>>

Members of the first Board of Directors shall serve until the first annual meeting, at which their successors are duly elected and qualified, or removed as provided in the bylaws

#### **ARTICLE VI: PERSONAL LIABILITY**

No officer or Director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the officer, or Director be subject to the payment of the debts or obligations of this corporation.

#### **ARTICLE VII: DISSOLUTION**

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of sections 501(c)3 of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of by the corporation shall be distributed by the District Court of the jurisdiction in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine within the meaning of the above-referenced Internal Revenue Code section.

#### **ARTICLE VIII: INCOPORATOR**

The incorporator of this corporation is Clara S. Smith.

The undersigned incorporator certifies that she executes these articles for the purposes herein stated.

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Clara S. Smith

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May 21, 2014

Date

# BYLAWS

As amended at a meeting of the Board of Trustees on May 21, 2014

## ARTICLE I: PURPOSES

**Section 1.1: Structure.** Lee Montessori Public Charter School (Lee Montessori PCS) is a nonprofit corporation organized under the laws of the District of Columbia Nonprofit Corporation Act, D.C. Code, § 29-501 *et seq.* The Articles of Incorporation were filed December 12, 2012 and the Certificate of Incorporation was issued by the Department of Consumer Regulatory Affairs of the District of Columbia on January 11, 2013.

**Section 1.2: Purposes.** Lee Montessori PCS is organized under Chapter 4 of Title 29 of the District of Columbia School Reform Act of 1995 and its sole purpose shall be the operation of a public charter school. The corporation shall at all times be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)3 of the Internal Revenue Code of 1986, as new enacted or hereinafter amended.

**Section 1.3: Mission.** The mission of Lee Montessori Public Charter School is to foster a lifetime love of learning and cultivate independence among DC school children, using the student-centered Montessori Method, an evidence-based approach to closing the opportunity gap.

## ARTICLE II: OFFICES

Lee Montessori PCS has and shall continuously maintain in the District of Columbia a registered agent and a registered office as required by law. The Board of Trustees in accordance with applicable law may change the registered office from time to time.

## ARTICLE III: BOARD OF TRUSTEES

**Section 3.1: Powers.** The Board of Trustees shall be fiduciaries of Lee Montessori PCS and shall set overall policy for the school. The Board will have decision power on matters related to the operation of the school consistent with its Charter and applicable laws. The Board is responsible for ensuring that Lee Montessori PCS continuously meets the mission stated in its charter.

**Section 3.2: Number.** The Board shall consist of at least nine (9) and no more than fifteen (15) Trustees, of whom two (2) shall be parents of current students and a majority shall reside in the District of Columbia. The number of Trustees may be increased or decreased by resolution of the Board provided that it maintains an odd number of Trustees, that the number is never less than nine (9) or more than fifteen (15), and that no decrease shall have the effect of shortening the term of an incumbent trustee.

**Section 3.3: Qualifications.** Board members shall be sought who meet the following qualifications:

- a. Steadfast commitment to upholding the educational philosophies of Maria Montessori and the Association Montessori Internationale (AMI) and to ensuring that all students are nurtured academically, socially, and emotionally;
- b. Personal beliefs and professional skill sets that will ensure effective governance of the school in accordance with its mission and purposes;
- c. Willingness to accept and support the decisions made in accordance with the bylaws; and
- d. Commitment to giving time, energy, and resources to support and strengthen the school.

Individuals who possess these qualifications will be eligible for nomination to the Board.

**Section 3.4: Election.** The Founding Board shall elect nine (9) of its members to serve as the initial Trustees at the first board meeting following receipt of the charter. Thereafter the governance committee shall

present to the board a slate of potential Trustees and Officers for election to the Board. The slate of Officers shall be presented at the annual meeting of the Board.

**Section 3.5: Term of Office.** The initial Trustees serve staggered terms: four (4) Trustees shall serve for three (3) years, three (3) Trustees shall serve for two (2) years, and two (2) Trustees shall serve for one (1) year. Trustees elected after the first meeting shall serve for three (3) years. A full three-year term shall have been served upon the passage of three (3) annual meetings. After election, the term of a Trustee may not be reduced except as specified in these bylaws. No Trustee shall serve more than two (2) consecutive three-year terms.

**Section 3.6: Rights and Responsibilities.** All Trustees will have equal rights and responsibilities. All Trustees shall serve Lee Montessori PCS with undivided loyalty, duty, and care and shall not endeavor to profit personally from their position on the Board. All Trustees shall be bound by the Policies and Procedures Manual of Lee Montessori PCS.

**Section 3.7: Removal.** Any Trustee may be removed with or without cause by a majority vote of the Trustees at any regular or special meeting of the Board, provided that said vote is included as an item on the agenda prior to the meeting.

**Section 3.8: Resignation.** Any Trustee may resign at any time by written notice to the Chair of the Board. Said resignation will become effective immediately upon receipt by the Chair.

**Section 3.9: Vacancies.** Any vacancy of the Board may be filled by a majority vote of the Board of Trustees at any meeting in which a quorum is present. However, if the number of Trustees then in office is fewer than three (3), the vacancies may be filled by the affirmative vote of a majority 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 of Trustees shall occur in the last quarter of the fiscal year at a date, time, and place fixed by the Board. The annual meeting shall be for the election of Officers and Trustees and for the transaction of such business as may properly come before the Board. There shall be at least five (5) other regular meetings of the Board held each year. Regular meetings will be held at such time and place as determined by the Board. Special meetings may be called at any time by the Chair, the Vice-Chair, or any two (2) Trustees. A majority of the Trustees present, whether or not they constitute a quorum, may adjourn any meeting to another time and place.

**Section 3.11: Rules of Order.** Robert's Rules of Order shall govern the conduct of all meetings of the Board of Trustees except where they may be in conflict with the Bylaws of Lee Montessori PCS.

**Section 3.12: Notice of Meetings.** Notice of the time and place of each meeting of the Board shall be delivered to each Trustee at least two (2) days before the meeting is held. Notice may be by first-class mail, electronic mail, or private carrier, and to the extent possible should include a Written agenda stating all matters upon which action is proposed. A Trustee's attendance at or participation in a meeting waives required notice of the meeting.

**Section 3.13: Quorum and Voting.** Except as otherwise provided by law, a majority of the elected Board members shall constitute a quorum for the transaction of any specified item of business. Except as otherwise provided by law or these Bylaws, if a quorum is present for a vote, the vote of a majority of Trustees present shall be the act of the Board.

**Section 3.14: Committees.** The Board of Trustees shall designate from among its members standing committees consisting of one (1) or more Trustee(s), including Governance, Finance, Student Achievement and Accountability, and Fundraising / Development. The Board Chair shall appoint the chairperson of each

committee with the exceptions of Governance, which shall select its own chair, and Finance, for which the Treasurer shall serve as chair. Standing committees will meet as necessary and shall maintain minutes of each meeting to be filed with the Board Secretary. Standing committees will have only those powers delegated by the Board and in accordance with these Bylaws. Each committee and each committee member shall serve at the pleasure of the Board of Trustees.

**Section 3.15: Governance Committee.** The Governance Committee shall be the standing nominating committee and shall be comprised of three (3) Trustees recommended by the Board Chair and elected by the Board of Trustees at its first or annual meeting. The duties of the Governance Committee will be to:

- a. Evaluate the qualifications of candidates and present a selection of the best candidates for vacant positions on the Board of Trustees;
- b. Present a selection of nominees for Officers to the Board for election;
- c. Recommend candidates to the Board for vacancies that arise outside of the regular nominating process;
- d. Provide ongoing orientation to Trustees; and
- e. Oversee the assessment of current Trustees to ensure optimum performance.

**Section 3.16: Compensation.** Members of the Board of Trustees of Lee Montessori PCS shall serve without any compensation or remuneration.

## **ARTICLE IV: OFFICERS**

**Section 4.1: Number.** The Officers of the Board of Trustees shall consist of a Chair, Vice-Chair, Secretary, and Treasurer. The same person may not hold the offices of Chair and Treasurer. No individual may act in more than one capacity in an instance where the action of two or more Officers is required.

**Section 4.2: Election and Term.** The Governance Committee shall present a slate of nominees for Officer positions to the Board of Trustees. All Officers shall be elected by the Trustees at their annual meeting for a term of one (1) year. An Officer may serve more than one (1) term in the same office, but no more than two (2) consecutive terms in the same. 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.

**Section 4.3: Resignation, Removal, and Vacancy.** An Officer may resign by giving written notice to the Board Chair. Any Officer may be removed, with or without cause, by a majority vote of the Board. A vacancy in any office shall be filled for the unexpired term by a majority vote of the Board.

**Section 4.4: Board Chair.** The Board Chair shall preside at all meetings of the Board of Trustees. Pursuant to the terms of these Bylaws, he or she shall have the power to sign alone in the name of Lee Montessori PCS all contracts authorized either generally or specifically by the Board of Trustees and to execute and deliver other documents and instruments. The Chair shall also have such other powers and perform such other duties as the Board of Trustees may from time to time prescribe. In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair, Secretary, or Treasurer becomes vacant, the Chair shall appoint interim to fill such vacancies until a scheduled meeting of the Board can be held.

**Section 4.5: Vice-Chair.** The Vice-Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair. The Vice-Chair may have such powers and perform such duties as may be delegated thereunto by the Chair or prescribed by the Board of Trustees.

**Section 4.6: Secretary.** The Secretary shall be responsible for recording and maintaining the minutes of all meetings of the Board of Trustees; maintaining minutes recorded by committees of the Board; serving or causing to be served all notices of Lee Montessori PCS; maintaining records (other than financial) of Lee Montessori PCS including the Bylaws and Charter; authenticating the records (other than financial) of Lee

Montessori PCS; and 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. In the event of absence or disability of the Secretary, the Board of Trustees may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.

**Section 4.7: Treasurer.** The Treasurer shall keep or cause to be kept complete and accurate accounting records of Lee Montessori PCS, shall cause to be deposited all moneys and other valuable effects of Lee Montessori PCS in the name of and to the credit of Lee Montessori PCS in such financial institutions as the Board of Trustees may designate, and shall authenticate the financial records of Lee Montessori PCS. The Treasurer shall keep or cause to be kept proper accounting records showing at all times the amount of the funds and other property of Lee Montessori PCS, all of which records shall be open at all times to the inspection of the Board of Trustees. The Treasurer shall submit or cause to be submitted a report of the accounts and financial condition of Lee Montessori PCS at each annual meeting. He or she shall perform all duties incident to the office of Treasurer, and such other duties as shall, from time to time, be assigned by the Board. The Treasurer shall give such security for the faithful performance of his or her duties as the Board may require. The Treasurer shall also serve as the Chair of the Finance Committee.

## **ARTICLE V: STAFF**

**Section 5.1:** The Board of Trustees shall hire a Head of School who will be the chief staff administrator. The Head of School will be responsible for carrying out the work of Lee Montessori PCS in accordance with the policies established from time to time by the Board of Trustees.

**Section 5.2: Policies and Procedures Manual.** The Head of School shall draft and implement Financial Policies, to be reviewed by the Finance Committee and approved by the Board, and an Employee Handbook, to be reviewed by a Special Committee and approved by the Board. The Head of School shall conduct periodic reviews to ensure relevance and continued adherence to best practices.

## **ARTICLE VI: MISCELLANEOUS**

**Section 6.1: Policies and Procedures Manual.** The Board of Trustees shall draft and implement a Policies and Procedures Manual that shall include, among things, a Code of Conduct, a Conflicts of Interest policy, a Confidentiality policy, and Board succession plans. The Manual will follow the guidelines of the National Council of Nonprofits and the Center for Nonprofit Advancement.

**Section 6.2: Checks, Notes and Contracts.** The Board of Trustees is authorized to select such financial institutions as it shall deem proper for the deposit of funds of Lee Montessori PCS. The Head of School, Board Chair, or Board Treasurer shall sign all bills, notes, receipts, acceptances, endorsements and checks of Lee Montessori PCS in an amount up to, and including, \$5000.00. Any two of the aforementioned signatories shall cosign all bills, notes, receipts, acceptances, endorsements and checks of Lee Montessori PCS over \$5000.00.

**Section 6.3: Indemnification.** Lee Montessori PCS may, to the fullest extent permitted by law, indemnify against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, any person (or his or her heirs or assigns) made a party to any action or proceeding by reason of the fact that he or she was a Trustee, Officer, employee or agent of Lee Montessori PCS. There shall be no indemnification in relation to matters as to which the Board finds that the Trustee, Officer, employee, or agent acted in bad faith or engaged in willful misconduct in the performance of a duty to Lee Montessori PCS.

**Section 6.4: Amendments.** These bylaws shall be reviewed at least once every four (4) years and shall be documented as to the date of said review. These bylaws may be amended at any meeting of the Board of Trustees by a majority vote of the Board of Trustees.

**Section 6.5: Policy of Nondiscrimination.** Lee Montessori PCS does not discriminate on the basis of race, color, national origin, ethnic origin, religion, sexual orientation, gender assignment or identification or gender in the administration of its educational policies, admission policies, or any other school administered policies or programs.

## **ARTICLE VII: CONFLICT OF INTEREST**

**Section 7.1: Purpose.** The purpose of the conflict of interest policy is to protect the interests of Lee Montessori PCS when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a member of the Board of Trustees or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws or PCSB policies governing conflict of interest applicable to nonprofit and charitable organizations.

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

- a. Duty to Disclose. In connection with any actual or potential conflict of interest, a Trustee must disclose the existence of the interest and be given the opportunity to disclose all material facts pertaining thereto to the Board of Trustees.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest, all material facts relating thereto, and after any discussion thereof, the interested Trustee shall leave the Board of Trustees meeting while the determination of a conflict of interest is discussed and voted upon. The remaining members of the Board shall decide if a Conflict of interest exists.
- c. Addressing the Conflict of Interest.
  1. The Chair may refer the matter to a Conflicts Committee to investigate alternatives.
  2. After exercising due diligence, the Board shall determine whether Lee Montessori PCS can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  3. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not produce a conflict of interest, the Board of Trustees shall determine whether the transaction or arrangement is in the best interest of Lee Montessori PCS, and whether it is fair and reasonable. In conformity with the above determination, the Board shall decide whether to enter into the transaction or arrangement.
- d. Violations of the Conflict of Interest Policy.
  1. If the Board of Trustees has reasonable cause to believe that a Trustee has failed to disclose actual or possible conflicts of interest, the Board shall inform said Trustee of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose.
  2. If, after hearing the response of the Trustee and after making further investigation as warranted by the circumstances, the Board of Trustees determines that said Trustee has in fact failed to disclose an actual or possible conflict of interest, the Board shall take appropriate disciplinary and corrective action.

**Section 7.3: Annual Statements.** Each member of the Board of Trustees shall annually sign a statement that affirms that such person:

- a. Has received a copy of the Conflict of Interest policy;
- b. Has read and understands the policy;
- c. Has agreed to Comply with the policy; and

- d. Understands that Lee Montessori PCS is a charitable organization and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

**Section 7.4: Periodic Reviews.** To ensure that Lee Montessori PCS operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonably based
- b. Whether partnerships, joint Ventures, and arrangements with management organizations, conform to the written policies of Lee Montessori PCS, are properly recorded, reflect reasonable investment or payments for goods and services, further the stated charitable purposes of Lee Montessori PCS, and do not result in impermissible private benefit or an excess benefit transaction.

## **ARTICLE VIII: DISSOLUTION**

**Section 8.1: Reason for Dissolution.** Lee Montessori shall dissolve if the charter for the charter school has been revoked, has not been renewed, or has been voluntarily relinquished, or upon a two-thirds vote of the Board of Directors.

**Section 8.2: Distribution of Assets.** Notwithstanding Article VII of the Lee Montessori PCS Articles of Incorporation, any assets to be distributed pursuant to a plan of distribution shall be so distributed pursuant to D.C. Code Section 1802.13a of the School Reform Act.

## **Attachment C: Procedures to Ensure Health and Safety of Students and Employees**

Lee Montessori PCS is committed to ensuring the health and safety of students, families, staff, and visitors of the school. As such, as required by Section 2202(11) of the DC School Reform Act (SRA), Lee Montessori PCS will fully comply with all applicable Federal and District of Columbia health and safety regulations and any applicable requirements of the Occupational Safety and Health Administration. Furthermore, as mandated by Section 2204(c)(4) of the SRA, Lee Montessori PCS will each year turn in a report to the DC Public Charter School Board that verifies that the school's facilities comply with the applicable Federal and DC health and safety laws and regulations. Upon request, the report will be made readily available to the public.

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

Lee Montessori PCS will train staff, as appropriate, in First Aid and CPR to ensure the safety of the school's students and staff. The school will also secure and store First Aid kits in locations around the school that are made clear and are easily accessible by staff in the case of an emergency situation. In identifying a school facility, Lee Montessori PCS will look to have a facility that includes a space suitable for a health suite that would accommodate the placement of a nurse from the DC Department of Health (DOH). Lee Montessori PCS has begun to coordinate with Inspired Teaching Demonstration PCS to acquire the on-site placement of a nurse.

Further, in accordance with DC Code Section 38-501 et seq. and applicable requirements of the DOH, Lee Montessori PCS will require evidence of all student-required immunizations and provide information to parents on such requirements clearly and completely.

**Safety.** Lee Montessori PCS, as a Local Educational Agency (LEA) for the purposes of Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Rehabilitation Act), will be subject to the Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) with respect to access. The school will ensure that such requirements are observed in the selection and/or renovation of a leased facility and in the planning and construction of a permanent facility.

Furthermore, Lee Montessori PCS will comply with all requirements of the DC Fire Prevention Code for the purposes of fire safety.

**Attachment D: Assurance to Seek, Obtain, and Maintain Accreditation**

Lee Montessori PCS will seek, obtain, and maintain accreditation from the Association Montessori Internationale, an approved accrediting organization in the District of Columbia.

## **Attachment E: Relationship Between School and Employees**

### Board's Relationship to Teachers and Administrators

The Board will hire, supervise and evaluate the Head of School to ensure that he or she is implementing actions that support the mission of the school according to its charter and meeting or exceeding performance levels. The Head of School is responsible for the day-to-day decision-making related to the school-level operations. School-level staff will work closely with the Board's standing committees as agreed upon by the Board and the Head of School.

2013-2014 EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

I hereby acknowledge that I have received a copy of the 2013-2014 Lee Montessori PCS Employee Handbook. I will read the Handbook within three business days of the date my employment begins and I will ask any questions that I might have concerning it. I acknowledge that I have access to and can obtain a copy of the Handbook for review at any time. I understand and agree that it is my responsibility to familiarize myself with and abide by the policies set forth in the Handbook, and I consent to the provisions and policies described in the Handbook. Furthermore, I understand, in accordance with the Handbook policies, that if I should have questions or concerns regarding my terms of employment or working conditions with Lee Montessori PCS, I should contact the Operations Manager or the Head of School.

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

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

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

I understand and agree to the above.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name

## Attachment F: Pre-Opening Requirements

### Governance and Management

Area of Review	Examples of Acceptable Documentation
The Board of Trustees has been established.	<ul style="list-style-type: none"> <li>Meeting minutes from the most recent board meeting*</li> <li>BOT membership roster*</li> </ul>
Leadership roles have been filled.	<ul style="list-style-type: none"> <li>Organizational Chart with names</li> <li>Contracts, including position description</li> </ul>

### Staffing

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

### Curriculum and Instruction

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

Area of Review	Examples of Acceptable Documentation
	<ul style="list-style-type: none"> <li>• Copy of parent/student/family handbook / resource in which calendar was printed, along with confirmation of receipt (however school tracks that information was given to parent).</li> </ul>
Provisions have been made for assessing and serving students with special needs.	<ul style="list-style-type: none"> <li>• Evidence that needed staff is on board to provide special needs services, or evidence that services have been contracted.</li> <li>• Documentation that contracts for services equal to or exceeding \$25,000 have been reviewed by PCSB.</li> </ul>

### Students and Parents

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

## Operations

Area of Review	Examples of Acceptable Documentation
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <ul style="list-style-type: none"> <li>-system to accurately collect and submit daily attendance</li> <li>-system to accurately collect excused absence documentation</li> <li>-system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable</li> <li>-system to accurately submit discipline incidents</li> <li>-system to accurately submit Compliance documents to PCSB</li> </ul>	<ul style="list-style-type: none"> <li>• Student Information System is in place</li> <li>• Staff member(s) have been trained on ProActive, the school's Student Information System, and Epicenter</li> </ul>
<p>Arrangements have been made for food service.</p>	<ul style="list-style-type: none"> <li>• Food service contract</li> <li>• Documentation that contract equal to or exceeding \$25,000 has been reviewed by PCSB.</li> <li>• Record of Basic Business License (BBL)</li> </ul>
<p>Provisions have been made for health services and immunization, if appropriate.</p>	<ul style="list-style-type: none"> <li>• Evidence that health services and immunizations services are available (school nurse, contract with local health facility, etc.)</li> <li>• Evidence of access to the immunization registry and a mechanism for entering immunization data.</li> </ul>
<p>There are written plans for such life safety procedures as fire drills and emergency evacuation.</p>	<ul style="list-style-type: none"> <li>• Written plans for life safety procedures included in faculty and student handbooks</li> <li>• Fire drill schedule (one drill within the first ten days; and conducted monthly for the remainder of the school year) *</li> </ul>
<p>A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB</p>	<ul style="list-style-type: none"> <li>• Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB</li> </ul>

## Facilities, Furnishings and Equipment

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

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>
Systems are in place for student drop-off and pick-up	<ul style="list-style-type: none"> <li>• Clear plans on file for student drop-off and pick-up before school, during school hours, and after school</li> </ul>
Classroom furniture is available for instruction (or will be)	<ul style="list-style-type: none"> <li>• School admin confirms that classroom furnishings are appropriate for the school's educational model</li> </ul>
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> <li>• School admin confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school</li> </ul>
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> <li>• Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building*</li> </ul>
If needed (e.g., for a school occupying temporary space), parent permission slips are on file.	<ul style="list-style-type: none"> <li>• Parent permission slips</li> </ul>
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> <li>• Certificates of insurance on file at school with coverage in accordance with their charter or meeting the minimum levels recommended*: <ul style="list-style-type: none"> <li>• General Liability - \$1000 per occurrence, \$2000 aggregate</li> <li>• Directors and Officers Liability - \$1000</li> <li>• Educators Legal Liability - \$1000</li> <li>• Umbrella Coverage - \$3000; \$5000 if providing transportation</li> <li>• Property/Lease Insurance - 100 percent of replacement cost</li> <li>• Boiler and Machinery Insurance - \$1000 (if appropriate actual loss sustained )</li> <li>• Auto Liability Insurance - \$1000</li> <li>• Workers Compensation - As required by law</li> </ul> </li> </ul>

*\*Items may be uploaded into Epicenter*

## **Attachment G: Random Selection Process**

Lee Montessori PCS will join the charter schools that are participating in the PCSB's Your Charters, Your Choice initiative and will subscribe to the common application and lottery dates as they are released.

In the event the school is oversubscribed, all applicants will be entered into a lottery, which will be publicly drawn on the common lottery date. Once capacity is reached, remaining applicants will be placed on the waiting list in the order determined by the lottery. A waiting list will be kept in the main office for the entirety of the school year but will only be valid for the current school year. Lee Montessori PCS will grant preference in the enrollment process to the following:

1. Applicant siblings of an applicant accepted during the lottery process;
2. Applicant siblings of currently attending students; and
3. Children of founding group members, up to 10% of enrollment or 20 students, whichever is less.

## Attachment H: Disciplinary Policies

Lee Montessori PCS believes that the basis of discipline is respect for others, respect for oneself, and respect for the school. The Discipline Policy of Lee Montessori PCS will follow the Montessori ideology of Freedom within Limits. Students have the freedom to explore their interests and to develop their own inner discipline, while observing the limits set for behavior based on the needs and well being of the greater school community. In the school community, every freedom is accompanied by a limit to ensure a productive, safe, and peaceful community.

If a student is having difficulty following the rules of the community, the response will be age-appropriate. Personal attention, distraction, substitution and or removal from the situation are typical approaches. If a student disregards the rule of the classroom environment, the teacher seeks the underlying causes in order to help the student understand the inappropriateness of his/her actions and to find a constructive alternative. If such behavior occurs repeatedly, the teacher may request the support of the Head of School or another teacher to observe and offer consultation before the parents are contacted for their support and cooperation.



### Student Discipline Policy Spring 2013

Level 1 - Minor Classroom Disruptions	Chain of Support
<p><b>Involved Parties:</b> Classroom Teacher</p> <p><b>Goal:</b> stop/change the behavior; ensure well-being and learning of all students</p> <p><b>Grounds for</b></p> <ul style="list-style-type: none"> <li>• Documentation, response plan and follow up</li> <li>• Simple, immediate response (ex: grace &amp; courtesy lesson)</li> <li>• Simple reparation (i.e. "You broke it, you fix it")               <ul style="list-style-type: none"> <li>◦ Increased structure and supervision</li> <li>◦ Move the student</li> <li>◦ Take away objects</li> <li>◦ Narrow a student's choices</li> <li>◦ Take a privilege or responsibility away</li> </ul> </li> <li>• In classroom Take-a-Break (a quiet moment alone in a designated area to regain self-control)</li> <li>• Parent communication</li> </ul>	<p>Adult (Teacher, assistant or staff member with student) provides quick grace and courtesy lesson.</p>
Level 2 - Minor Classroom Disruptions (above) that are repetitive in nature or increase in frequency and/or intensity	Chain of Support
<p><b>Involved Parties:</b> Classroom Teacher, Parent/Guardian, Student Support Director, Student Support Team (SST)</p> <p><b>Goal:</b> determine motivations and triggers of problem behaviors; ensure well-being and learning of all students</p> <p><b>Grounds for</b></p> <ul style="list-style-type: none"> <li>• Documentation, response plan and follow up</li> <li>• "Buddy Classroom" Take-a-Break (short, just long enough for student to calm</li> </ul>	<ul style="list-style-type: none"> <li>• Lead supervising adult determines if/when a Buddy</li> <li>• Classroom Take-a-Break is necessary.</li> <li>• If student not calm enough to enter Buddy Classroom Take-a-Break, adult immediately escorts student to Student Support Office.</li> <li>• If student is able to enter Buddy Classroom but behavior escalates while</li> </ul>

<p>student is ready for re-entry to classroom; SSD, Teacher and student will review or form a response plan before reentry.</p> <ul style="list-style-type: none"> <li>Restorative justice community meeting in order for student to reenter the community</li> <li>Parent Communication             <ul style="list-style-type: none"> <li>Parent signature required on Student Support Form</li> </ul> </li> </ul> <p>***If a student reaches level 3 during any special (e.g., kitchen, art, gym, recess), they immediately lose the privilege to return to the special that day.</p>	<ul style="list-style-type: none"> <li>If SSD needs to leave office, office staff will briefly look after any students in the Student Support Office.</li> </ul>
<p><b>Level 4 - Extremely Unsafe or Illegal Behaviors</b></p>	<p><b>Chain of Support</b></p>
<p><b>Involved Parties:</b> Student Support Director, Principal, Head of School, Board of Trustees, Parent/Guardian</p> <p><b>Goal:</b> remove the individual exhibiting problem behavior from others, ensure the safety of our school community</p> <p><b>Grounds for:</b></p> <ul style="list-style-type: none"> <li>Documentation, response plan and follow up</li> <li>Extended out-of-school suspension</li> <li>Referral to IEP Team/BCPS</li> <li>Call to DC Police Department</li> <li>Notification of Board of Directors</li> </ul>	<ul style="list-style-type: none"> <li>Immediate phone call to parent to come to school</li> <li>An immediate call to Principal, Head of School, and/or Student Support Director.</li> <li>Immediately notify Board Chair</li> <li>Response by Principal and/or Student Support Director according to the law and/or district policy.</li> </ul>
<p><b>Immediate referral to school police:</b></p> <ul style="list-style-type: none"> <li>Weapons</li> <li>Sexual assault</li> <li>Assault</li> <li>Illicit drugs</li> </ul>	<p>Same as above plus referral to police.</p>

<p>down)</p> <ul style="list-style-type: none"> <li>o Gives the student and the Teacher space. Students are often able to better collect themselves when they are away from their triggers.</li> <li>o Keeps the teaching momentum going; whole class loses precious learning time when Teacher is dealing with behaviors</li> <li>o Prevents power struggles; stops escalation, preserves relationship with student</li> <li>o Teacher goes to buddy classroom to get student, welcomes them back to classroom and engages student in work</li> <li>o Private Take-a-Break: If behavior continues in buddy classroom or is too severe/disruptive to enter a workspace, student is immediately escorted to Student Support Office.</li> </ul> <ul style="list-style-type: none"> <li>• Teacher-Student Conference – check in later in the day to discuss what happened</li> <li>• Parent communication</li> <li>• Kid Talk</li> <li>• Referral to SST process</li> </ul>	<p>in Buddy Classroom, a dult immediately escorts student to Student Support Office.</p> <ul style="list-style-type: none"> <li>• Whenever a student is escorted to the Student Support Office, s/he will enter via entrance next to teacher's lounge.</li> </ul>
<p><b>Level 3 - Unsafe and/or threatening behavior - student is unable to regain self-control and/or behavior poses a safety risk</b></p>	
<p><b>Involved Parties:</b> Student Support Director, Principal, Head of School, Parent/Guardian</p> <p><b>Goal:</b> Remove the individual exhibiting problem behavior from others, provide consistent and appropriate response; ensure the safety and well-being of the community</p> <p><b>Grounds for:</b></p> <ul style="list-style-type: none"> <li>• Documentation, response plan and follow up</li> <li>• Private Take-a-Break in student support office             <ul style="list-style-type: none"> <li>o Student works in Student Support Office for part of the day</li> <li>o Student stays in Student Support Office all day (in-school suspension)</li> </ul> </li> <li>• In-school suspension</li> <li>• Short-term out-of-school suspension</li> <li>• Parent Conference</li> <li>• SST process</li> <li>• Teacher-Student Conference – Student Support Director will call Teacher when</li> </ul>	<p style="text-align: center;"><b>Chain of Support</b></p> <ul style="list-style-type: none"> <li>• Alert buddy assistant to remove student and escort to Student Support Office.</li> <li>• Whenever a student is escorted to the Student Support Office, s/he will enter via entrance next to teacher's lounge.</li> <li>• Immediately contact Student Support Director.</li> <li>• If Student Support Director unavailable, immediately contact principal.</li> <li>• Assistant stays with student in Student Support Office until hand-off is complete.</li> </ul>

## **Attachment I: Insurance Requirements**

### **Insurance Coverage**

As soon as a charter is granted, Lee Montessori PCS will consult with legal counsel and an insurance broker to obtain an insurance policy that will meet or exceed the requirements outlined by the PCSB:

General Liability	\$1 million per occurrence; \$2 million aggregate
Directors and Officers Liability	\$1 million
Educators Legal Liability	\$1 million
Umbrella	\$3 million
Property/Lease Insurance	100% of replacement cost
Boiler and Machinery Insurance	\$1 million
Auto Liability	\$1 million
Workers Compensation	As required by law

The school will provide the PCSB with a certificate of insurance confirming these policies within 30 days of occupying the facility.

**Attachment J: Key Personnel**

Board Chair - Dominique Fortune

Chris Pencikowski - Head of School

Megan Hubbard - Principal

Austyn Brickler - Acting Operations Manager