

Charter Agreement Amendment

EIGHTH AMENDMENT TO THE 2005 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND LATIN AMERICAN YOUTH CENTER'S YOUTHBUILD PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between The Latin American Youth Center's YouthBuild Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**"), and the DC Public Charter School Board (originally "PCSB", hereinafter "**DC PCSB**"; collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on May 25, 2005 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**").

WHEREAS, on April 26, 2010, DC PCSB voted to conditionally approve a petition from the School Corporation to amend its Charter Agreement to increase its enrollment ceiling. The School Corporation did not meet the conditions for the amendment, and the amendment did not go into effect;

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to increase its enrollment ceiling;

WHEREAS, on May 16, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to elect to act as a local education agency for the purpose of providing services to students with disabilities;

WHEREAS, on June 20, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to revise its goals and academic achievement expectations;

WHEREAS, on February 27, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to increase its enrollment ceiling;

WHEREAS, on July 17, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change its location; and

WHEREAS, on September 18, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to revise its goals and academic achievement expectations.

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

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 In all locations where they appear throughout the Charter Agreement, the names "Latin American Youth Center's YouthBuild Public Charter School," "Latin American Youth Center's YouthBuild Public Charter School, Inc.," "LAYC YouthBuild Public Charter School, Inc.," and any other variations thereof are struck and replaced by "YouthBuild DC Public Charter School, Inc."

1.2 Section 2.2 of the Charter Agreement is struck and replaced with the following:

2.2 Age Grade

A. Pursuant to § 38-1802.04(c)(14) of the Act, in School Year 2017-18, the School shall provide instruction to no more than 115 students between the ages of 16 and 24 who are preparing for their GED. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. "**Academic Year**" or "**School Year**" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall provide instruction to 122 students.

SCHEDULE I. Maximum Enrollment Schedule

School Year	2017-18	2018-19 and Beyond
LEA Total	115	122

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

1.3 Section 2.3 of the Charter Agreement is struck and replaced with the following:

2.3 Enrollment

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

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in **Exhibit B** and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random selection process to DC PCSB (see **Exhibit B**) and shall provide notice to DC PCSB if there are material changes made to the current random selection process. The School Corporation shall provide DC PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of DC PCSB staff and its agents in connection with the proposed changes. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

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

1.4 The **Schedule I** attached to the Charter Agreement is struck.

1.5 **Exhibit F** attached to the Charter Agreement is struck and replaced with **Exhibit F** attached to this Amendment.

1.6 **Exhibit G** attached to the Charter Agreement is struck and replaced with **Exhibit G** attached to this Amendment.

SECTION 2. CHARTER AGREEMENT

2.1 **Reservation of Rights**. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 **Continuing Effectiveness**. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

SECTION 3. OTHER PROVISIONS

3.1 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

3.2 Counterparts and Electronic Signature. This Amendment may be signed by the Parties 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 by either of the parties shall have the same effect as original signatures.

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

3.4 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

3.5 No Third-Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "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.

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

3.7 Construction. This Amendment 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.

3.8 Dispute Resolution. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

3.9 Notices. Any notice or other communication 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 of address is delivered) shall be as follows:

If to DC PCSB:

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

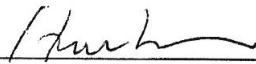
If to the School Corporation:

YouthBuild DC Public Charter School
3220 16th St., NW
Washington, DC 20010
Attention: Alexandra Pardo, Executive Director
alexandra@thetensquaregroup.com
Telephone: (202) 215-0572

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

**YOUTHBUILD DC PUBLIC CHARTER
SCHOOL**

**DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD**

By: 

Steve Lanning

YouthBuild DC PCS Board Chair

Date: 5/17/18

By: 

Rick Cruz

DC PCSB Board Chair

Date: 5/21/2018

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



C E R T I F I C A T E

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

YouthBuild DC Public Charter School INC

Effective Date: 5/21/2018

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 5/21/2018 3:44 PM



Business and Professional Licensing Administration

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: bMrS6t7h

YOUTHBUILD DC
PUBLIC CHARTER SCHOOL, INC.

AMENDED AND RESTATED
BYLAWS

ARTICLE I

Name and Purpose

Section 1. The corporation shall be known as YouthBuild DC Public Charter School. YouthBuild DC Public Charter School (PCS) is organized for the sole purpose of operating a public charter school.

ARTICLE II

Principal Office

The principal office of YouthBuild DC PCS shall be located at 3220 16th Street, NW, Washington, DC, 20010.

ARTICLE III

Board of Trustees

Section 1. Powers and Responsibility. The Board of Trustees shall have exclusive control over the property, funds and affairs of YouthBuild DC PCS. The Board of Trustees shall also exercise all of the powers and authority granted to YouthBuild DC PCS by law.

Section 2. Duties of the Board. The duties of the Board of Trustees are as follows:

- (a) The exercise, either directly or through its officers and committees of any and all powers of YouthBuild DC PCS not prohibited by law;
- (b) The employment of a qualified Head of School to oversee YouthBuild DC PCS' administration and operation;
- (c) The evaluation of the Head of School's performance;

- (d) The establishment of an overall policy for YouthBuild DC PCS;
- (e) The development, in conjunction with the Head of School, of the annual budget of anticipated income and expenditures, and the direction of the preparation of the annual financial audit report;
- (f) The maintenance of written records of attendance and minutes of its meetings, to be available for inspection by the appropriate agents of the District of Columbia; and
- (g) Regular attendance at meetings of the Board of Trustees and meetings of any assigned committee.

Section 3. Number and Qualification. The Board of Trustees shall have an odd number of persons not less than three (3) and not greater than fifteen (15) persons of which:

- (a) A majority shall be residents of the District of Columbia; and
- (b) At least two (2) shall be parents of students enrolled in YouthBuild DC PCS or current students (including recent graduates) over the age of 18 attending YouthBuild DC PCS.

The Head of School of YouthBuild DC PCS shall serve as an *ex-officio*, non-voting member of the Board of Trustees.

Section 4. Election and Term of Trustees. The Board of Trustees shall elect the Trustees at the annual meeting to serve for two-year terms or as needed as vacancies arise. Trustees may serve staggering terms. Student trustees may be elected to shorter terms, as needed. A Trustee may be re-elected for additional terms of office.

Section 5. Removal. At all times the affirmative vote of two-thirds of the Trustees of YouthBuild DC PCS then in office shall have the power to remove, with or without cause, a Trustee of YouthBuild DC PCS.

Section 6. Resignation. Any Trustee may resign from the Board of Trustees at any time. A Trustee who has accumulated three unexcused absences from meetings of

the Board of Trustees or from meetings of any assigned committee in any twelve-month period starting in September can be removed by a vote of Board of Trustees.

Section 7. Chairperson of the Board of Trustees. The Chairperson of the Board of Trustees shall be elected by a majority of the Board of Trustees at its annual meeting to a one-year term and may serve successive one-year terms. The Chairperson shall preside at all meetings of the Board of Trustees and shall have the power on behalf of Youthbuild DC PCS to perform all acts and execute all documents to make effective the actions of the Board of Trustees. The Chairperson shall be the primary representative of the Board of Trustees in cooperating with the Head of School of YouthBuild DC PCS, and shall ensure that the Board of Trustees' orders and resolutions are carried into effect. The Chairperson shall also appoint the members of all committees except the Executive Committee, shall be an ex-officio member of each committee, and shall perform such other duties as may be assigned from time to time by the Board of Trustees. The Chairperson shall report to the full Board at each of its meetings on all matters that require Board consideration and advice.

Section 8. Meetings. The Board of Trustees shall hold at least four regular meetings annually. The annual meeting of the Board of Trustees shall be held in the month of October of each year, or during another month as may be determined by the Board of Trustees, at a time, place and date determined and announced by the Chairperson of the Board of Trustees. The Annual Meeting is the only meeting open to the public, all other meetings are closed, unless otherwise announced by the Chairperson of the Board. The Chairperson, the Head of School, or a majority of the Board of Trustees may call special meetings of the Board of Trustees at any time, and shall be

called by the Chairperson upon request of at least three Trustees, which request shall state the primary purpose or purposes of the meeting and the matters proposed to be acted upon thereat. All meetings of YouthBuild DC PCS shall be held at the principal office of YouthBuild DC PCS in the District of Columbia, or at such other place in the United States as may be designated by the Board of Trustees.

Section 9. Notice of Meetings. Written notice of the time, place and date of all meetings of the Board of Trustees shall be given to each Trustee, in writing, by the Secretary of YouthBuild DC PCS at least five days prior to the date set for annual and regular meetings, and at least two days prior to the date set for all special meetings. All notices either shall be delivered in person, mailed, postage prepaid, to the address of the Trustee shown on YouthBuild DC PCS' records, or sent by facsimile or electronic mail, directly to the Trustee, subject to waiver of notice as provided in the District of Columbia Non-Profit Corporation Act.

Section 10. Teleconference Meetings. Any or all Trustees may participate in a meeting of the Board of Trustees or a committee of the Board of Trustees by means of a telephone conference or by any means of communications by which all persons participating in the meeting are able to hear one another at the same time, and such participation shall constitute presence in person at the meeting.

Section 11. Quorum and Action. At all meetings of the Board of Trustees a majority of the Trustees shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Trustees present at a duly constituted meeting where there is a quorum shall be the act of the Board of Trustees, unless provided otherwise by statute, by the Articles of Incorporation, or by these Bylaws.

Trustees participating in a meeting by means of telephonic conference communication, videoconferencing, or equivalent means, may be counted as present for the purpose of constituting a quorum, so long as all other notice and meeting requirements are either met or duly waived. In the absence of a quorum, the Trustees present, by a majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. When such meeting is reconvened, and a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 12. Action by Written Consent. Any action required or permitted to be taken via unanimous written consent without a meeting of the Board of Trustees may be taken without a meeting, if a consent in writing setting forth such action to be taken is signed by the Board of Trustees, and such consent is filed with the records of YouthBuild DC PCS.

Section 13. Conflict of Interest. The Board of Trustees shall adopt a conflict of interest policy to protect the interests of YouthBuild DC PCS, including when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Trustee of YouthBuild DC PCS or might result in a possible excess benefit transaction. If any Trustee is personally affected by an issue of corporate concern, after discussion and deliberation such Trustee shall refrain from voting or making any recommendation thereon but shall be counted in determining whether a quorum exists. It is the duty of each Trustee to make known when and if any such conflict exists.

Section 14. Non-Discrimination. The Trustees shall seek to ensure that YouthBuild DC PCS complies with all non-discrimination and civil rights statutes and regulations of the District of Columbia and the federal government.

Section 15. Inspection. Every Trustee shall have the right at any reasonable time following reasonable notice to inspect and copy all books, records, and documents of YouthBuild DC PCS to the extent reasonably related to the performance of the Trustee's duties as a Trustee.

ARTICLE IV

Officers

Section 1. Designation, Appointment and Term of Office. The executive officers of YouthBuild DC PCS shall be the Chairperson, a Secretary, and a Treasurer. The Board of Trustees shall elect the officers of YouthBuild DC PCS (through a majority of the quorum) at its annual meeting. The officers shall each be elected to hold office for one year, until resignation or removal, or until their successors have been duly elected and qualify. Any person may hold two or more offices, except that the offices of Treasurer, Secretary, and Chair shall be held by different people.

Section 2. Powers and Duties of Officers. Subject to the control of the Board of Trustees, all officers shall have such authority and shall perform such duties as may be provided in these Bylaws or by resolution of the Board of Trustees. An officer shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of YouthBuild DC PCS.

Section 3. Chairperson. The Chairperson shall preside at all meetings of the Board of Trustees, shall perform all duties customary to that office, and shall oversee all of the affairs of the Corporation in accordance with the policies and directives approved by the Board of Trustees.

Section 4. Secretary. The Secretary of YouthBuild DC PCS shall send appropriate notices for all meetings of the Board of Trustees and shall make and keep accurate minutes of all such meetings and records of other proceedings of YouthBuild DC PCS, regularly distributing such information to the Trustees of YouthBuild DC PCS, and shall execute and attest to such other documents as may be required. The Secretary has the responsibility of being the custodian of the meeting minutes and maintaining and authenticating the records of YouthBuild DC PCS. In general, the Secretary shall perform all the duties incident to the office of Secretary of a corporation and such other duties as may be assigned by the Head of School, the Chairperson, or the Board of Trustees.

Section 5. Treasurer. The Treasurer shall be responsible for, and have general supervision over, all the financial records, finances, funds and securities of YouthBuild DC PCS. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of YouthBuild DC PCS and shall deposit or cause to be deposited all monies and other valuable property of YouthBuild DC PCS in its name and to its credit in such banks or depositories as the Board of Trustees may designate. The Treasurer shall render to the Trustees of YouthBuild DC PCS, whenever requested, an account of the financial condition of YouthBuild DC PCS and, in general, shall perform all the duties incident to the office of Treasurer of a corporation and such

other duties as may be assigned by the Head of School, the Chairperson, or the Board of Trustees.

Section 6. Other Officers. The Board of Trustees may elect or appoint through a majority of the quorum such other officers and assistant officers as they may deem necessary, who shall have authority to perform such duties as from time to time may be prescribed by the Board of Trustees or the Chairperson.

Section 7. Removal of Officers. Any officer may be removed with or without cause at any time by a two-thirds of the Board of Trustees at a meeting convened in whole or in part for that purpose.

Section 8. Vacancies. In case any office of YouthBuild DC PCS becomes vacant by death, resignation, retirement, removal or any other cause, the Board of Trustees may fill such vacancy and the person so selected shall serve until the next annual election.

ARTICLE V

Committees

Section 1. General. The committees of YouthBuild DC PCS shall be an Executive Committee and such other standing or special committees as the Board of Trustees may deem necessary on the advice of the Chairperson or the Head of School. Special committees shall stand discharged upon completion of their designated functions. The Board of Trustees shall determine the size and composition of the committees, standing and special, provided that each shall consist of two or more Trustees and may include only Trustees.

Section 2. Procedures and Authority. For all committees, the Board of Trustees may make provisions for appointment of the committee chair, establish procedures to govern committee activities, and delegate authority within the limits of the law as may be necessary or desirable for the efficient management of the property, affairs, and/or activities of YouthBuild DC PCS. Notwithstanding the foregoing, the sections in Article III of these Bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Trustees apply to committees and their members as well.

Section 3. Executive Committee. The Executive Committee shall consist of not fewer than three Trustees, and shall include the Chairperson who shall serve as committee chairperson. Persons who are not Trustees of YouthBuild DC PCS may be invited to meetings of the Executive Committee, but shall not have a vote at such meetings. The Executive Committee may exercise, as far as provided by law, all powers of the Board of Trustees in intervals between Board meetings provided that no action be taken which is in conflict with the expressed policies of YouthBuild DC PCS. All actions taken by the Executive Committee shall be reported to the Board of Trustees at its next meeting.

ARTICLE VI

Indemnification

Section 1. Definitions. Unless otherwise provided herein, terms used in this section shall have the meanings pursuant to D.C. Code § 29-406.50.

- (c) “Proceeding” shall include any threatened, pending, or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including appeals);
- (d) “Expenses” shall include attorneys’ fees;
- (e) “Liability” shall mean the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding;
- (f) “Party” shall mean an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding; and
- (g) “Official capacity” shall mean:
 - (1) When used with respect to a Trustee, the office of Trustee in a nonprofit corporation; and
 - (2) When used with respect to an officer, the office in a corporation held by the officer.

Section 2. Right to Indemnification. The Board of Trustees, officers and employees shall be indemnified by YouthBuild DC PCS against all Liabilities and Expenses reasonably incurred by him or her arising out of or in connection with any Proceeding, provided he or she (A) acted in good faith; (B) reasonably believed (1) in the case of conduct in an Official Capacity, that the conduct was in the best interests of YouthBuild DC PCS; and (2) in all other cases, that her or his conduct was at least not opposed to the best interests of YouthBuild DC PCS; and (C) in the case of criminal proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that the Trustee, officer or employee did not meet the standard of conduct described in this section.

Section 3. Limitations on Right of Indemnification. YouthBuild DC PCS shall not indemnify a Trustee, officer or employee: (A) in connection with a Proceeding by or in the right of YouthBuild DC PCS, except for reasonable Expenses incurred in connection with the Proceeding, if it is determined that the person has not met the relevant standard of conduct under Section 2 of this Article; (B) in connection with any Proceeding with respect to conduct for which the Trustee, officer or employee was adjudged liable on the basis that the person received a financial benefit to which he or she was not entitled, whether or not involving action in an Official Capacity; or (C) in connection with an adjudication by a court or a body before which the Proceeding was brought where the Trustee, officer or employee was found (i) to be liable to YOUTHBUILD DC PCS by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office or (ii) not to have acted in good faith in the reasonable belief that his or her action was in the best interest of YouthBuild DC PCS.

Section 4. Authorizations and Determinations. Except when a Trustee, officer or employee has been successful in the defense of a Proceeding, whether on the merits or otherwise, indemnification shall be paid only after a determination that the relevant standard of conduct was met, and authorization of making the payment. A determination may be made: (1) if there are two or more disinterested Trustees (as defined in D.C. Code § 29-406.50(3)), by a majority vote of all the disinterested Trustees, a majority of whom will constitute a quorum for that purpose, or by a majority of the members of a committee of two or more disinterested Trustees appointed by such a vote; or (2) by special legal counsel selected in a manner prescribed or if there are fewer

than two disinterested Trustees, selected by the Board of Trustees, in which selection Trustees who do not qualify as disinterested Trustees may participate. YouthBuild DC PCS shall not indemnify a Trustee, officer or employee unless authorized for a specific Proceeding after a determination has been made that indemnification of the Trustee is permissible because the Trustee has met the relevant standard of conduct. Authorization of indemnification must be made in the same manner as the determination that indemnification is permissible.

Section 5. Advance of Expenses. YouthBuild DC PCS may, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable Expenses incurred by any Trustee, officer or employee who is Party to a Proceeding if the person delivers to YouthBuild DC PCS: (A) an affirmation in the form of a record of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the Proceeding involves conduct for which Liability has been eliminated by D.C. Code § 29-406.31(d); and (B) an undertaking in the form of a record to repay any funds advanced if the person is not successful, on the merits or otherwise, in defense of the Proceeding and it is ultimately determined under that the person has not met the relevant standard of conduct. The undertaking required under this subsection must be an unlimited general obligation of the Trustee, officer or employee, but need not be secured and may be accepted without reference to the financial ability of the person to make repayment. Authorization of payments must be approved by the Board of Trustees: (1) if there are two or more disinterested Trustees, by a majority vote of all the disinterested Trustees, a majority of whom will constitute a quorum for that purpose, or by a majority of the members of a committee

of two or more disinterested Trustees appointed by such a vote; or (2) if there are fewer than two disinterested Trustees, by the vote of a majority of Trustees at a meeting with a quorum, in which authorization Trustees who do not qualify as disinterested Trustees may participate.

Section 6. Other Rights and Immunity from Civil Liability. Nothing in this Article shall be construed to abrogate any other rights of indemnification as provided by law or any immunity from civil liability.

Section 7. Insurance. The Board of Trustees may authorize the purchase and maintenance of insurance on behalf of a Trustee, officer or employee against any Liability asserted against or incurred by him or her which arises out of such person's status in such capacity or out of acts taken in such capacity, whether or not YouthBuild DC PCS would have the power to indemnify the person against that Liability under law.

ARTICLE VII

Compensation of Trustees

The Trustees of Youthbuild DC PCS shall receive no compensation but may be reimbursed for their documented reasonable expenses, if any, incurred in the performance of their duties to YouthBuild DC PCS, provided that such reimbursement in no way adversely affects YouthBuild DC PCS' qualification under section 501(c)(3) of the United States Internal Revenue Code.

ARTICLE VIII

Records

Section 1. Recordkeeping. The Secretary or his or her designee shall keep or cause to be kept adequate minutes of all Board meetings and all meetings of committees with Board-delegated powers that shall, at a minimum, contain (i) in general, the names of those in attendance, any resolutions passed, and the outcomes of any votes taken; (ii) with regard to potential conflicts of interest, the names of the persons who disclosed or otherwise were found to have an interest in connection with an actual or possible conflict of interest, the nature of the interest, any action taken to determine whether a conflict of interest was present, and the Board of Trustees' or committee's decision as to whether a conflict of interest in fact existed; and (iii) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings. YouthBuild DC PCS shall maintain and keep as permanent records the following documents: minutes of all meetings of the Board of Trustees; a record of all actions taken by the Trustees without a meeting; and a record of all actions taken by committees of the Board of Trustees on behalf of YouthBuild DC PCS; and appropriate accounting records.

Section 2. Public Disclosure. YouthBuild DC PCS shall keep available for public inspection at the principal office of YouthBuild DC PCS copies of its IRS federal tax-exemption application as filed (including all correspondence with the IRS) and any Form 990 (information tax return) filed within the past three years. Names and identifying information of contributors shall be redacted from publicly available copies of any Form 990. In addition, as deemed necessary by the Board of Trustees or

as required tax code and regulations, YouthBuild DC PCS shall either (i) make such materials widely available to the public, such as by posting on the Internet, or (ii) provide copies of the materials to any member of the public making a request in person during normal business hours or in writing. This public disclosure obligation shall be no broader than required by law and shall not apply, for example, if YouthBuild DC PCS is the target of a campaign of harassment.

ARTICLE IX

Miscellaneous

Section 1. Fiscal Year. The fiscal year of YouthBuild DC PCS shall begin on the first day of July of each year and end on the last day of June.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of YouthBuild DC PCS shall be signed by such officer or officers, agent or agents of YouthBuild DC PCS as shall be designated by the Board of Trustees from time to time by resolution.

Section 3. Annual Report. The Board of Trustees shall annually cause the audited statements of YouthBuild DC PCS for the preceding fiscal year to be made and filed within twenty days thereafter at the principal office of YouthBuild DC PCS.

Section 4. Dissolution. YouthBuild DC PCS shall dissolve if its public school charter has been revoked, has not been renewed by the authorizing entity, or has been voluntarily relinquished. All remaining assets of YouthBuild DC PCS shall be disposed of in strict compliance with the requirements of D.C. Code § 38-1802.13a.

ARTICLE X

Amendments

These Bylaws may be altered, amended or repealed, and the new Bylaws may be adopted, by the affirmative vote of two-thirds (2/3) of the Trustees then in office at any regular or special meeting, provided that such alteration amendment, repeal or adoption shall be consistent with 501(c)(3) of the Internal Revenue Code.

These Amended and Restated Bylaws are deemed effective as of _____, having been adopted by the Board of Trustees dated _____ and filed with the records of YouthBuild DC PCS.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

YouthBuild DC Public Charter School, Inc.

TO:

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS & PROFESSIONAL LICENSING ADMINISTRATION
CORPORATIONS DIVISION
941 NORTH CAPITOL STREET, NE
WASHINGTON, DC 20002

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the NON-PROFIT CORPORATION ACT (D.C. Code, 2011 edition, Title 29, Chapter 4), certify that the Articles of Incorporation are hereby amended and restated to read as follows:

FIRST: NAME. The name of the corporation is YouthBuild DC Public Charter School, Inc.

SECOND: TERM. The period of its duration is perpetual.

THIRD: PURPOSES. The corporation is a non-stock, nonprofit corporation. The corporation's sole purpose shall be to operate a public charter school. Notwithstanding any other provision of these Articles, the corporation is organized to function exclusively as an organization described in section 501(c)(3) of the Code, contributions to which are deductible for federal income tax purposes.

FOURTH: POWERS. In order to facilitate the fulfillment of its purposes, the corporation shall have and may exercise all powers available to corporations under the District of Columbia Nonprofit Corporation Act, as the same now exists or may hereafter be amended. Nothing herein contained shall be deemed to authorize or permit the corporation to carry on any activity, exercise any power or do any act that a corporation formed under the District of Columbia Nonprofit Corporation Act, as the same now exists or may hereafter be amended, may not at the time lawfully carry on or do.

Without limiting the powers the corporation may lawfully exercise, the corporation shall have the power to take and receive funds from the Government of the United States, state and local governments, charitable, educational or other nonprofit organizations (including foundations), profit-making corporations and individuals.

FIFTH: STOCK AND MEMBERSHIP. The corporation shall not have authority to issue any capital stock. The corporation shall be a non-member corporation. The corporation shall have no members.

SIXTH: BOARD OF DIRECTORS. The Board of Directors shall be known as or referred to as a Board of Trustees, and they shall be vested with the management and control as a Board of Directors. Except as otherwise provided by law or in any Bylaw of the corporation the affairs of the corporation shall be managed by said Board of Trustees. The number of trustees and the manner of their election shall be as provided in the Bylaws, provided that the number of trustees shall not be less than three (3).

SEVENTH: INCORPORATORS. The powers of the incorporators terminated upon the initial filing of the Articles. At the time of the initial filing of the Articles, the names and addresses of the incorporators were:

Lori Kaplan
The Latin American Youth Center
1419 Columbia Rd., N.W.
Washington, D.C. 20009

Patricia Bravo
The Latin American Youth Center
1419 Columbia Rd., N.W.
Washington, D.C. 20009

Andrea Morton
The Latin American Youth Center
1419 Columbia Rd., N.W.
Washington, D.C. 20009

EIGHTH: RESTRICTIONS AND LIMITATIONS. (a) The corporation shall not have or exercise any power or authority either expressly, by interpretation or by operation of law, nor shall it directly or indirectly engage in any activity, that would prevent it from qualifying (and continuing to qualify) as a corporation described in section 501(c)(3) of the Code, contributions to which are deductible for Federal income tax purposes.

(b) The corporation shall not be conducted or operated for profit, and no part of the net earnings or assets of the corporation shall inure to the benefit of, or be distributable to, any of its incorporators, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof.

(c) No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation; nor shall it in any manner or to any extent participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

(d) Neither the whole, nor any part or portion, of the net earnings or assets of the corporation shall be used, nor shall the corporation ever be organized or operated, for purposes other than those stated in Article THIRD hereof.

(e) If the corporation shall during any period be treated as a private foundation as defined in section 509(a) of the Code, the corporation shall during any such period:

(1) distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code;

(2) not engage in an act of self-dealing as defined in section 4941(d) of the Code;

(3) not retain any excess business holdings as defined in section 4943(c) of the Code;

(4) not make any investments in such manner as to subject it to tax under section 4944 of the Code; and

(5) not make any taxable expenditures as defined in section 4945(d) of the Code.

NINTH: REGISTERED OFFICE AND AGENT. The address of the registered office of the corporation is:

3220 16th Street NW
Washington, D.C. 20010


The name of the registered agent at the foregoing office is:

Kia Higgins, Director of Operations

TENTH: AMENDMENT. The Board of Trustees shall have the right to amend any provision contained in these Amended and Restated Articles of Incorporation or in the Bylaws of the corporation in the manner now or hereafter provided by law, provided that any such amendment shall be consistent with the requirements of section 501(c)(3) of the Code.

ELEVENTH: LIQUIDATION. In the event of the termination, dissolution or winding up of the corporation in any manner or for any reason whatsoever, its remaining net assets, if any, shall be disposed of in strict compliance with the requirements of D.C. Code §38-1802.13 and shall be distributed exclusively for one or more of the purposes stated in Article THIRD hereof in such manner, or to one or more organizations then described in section 501(c)(3) of the Code, as the Board of Directors shall determine; and none of such property, assets or proceeds shall be distributed to, or divided among, any of the directors or officers of the corporation or any other private individual.

IN WITNESS WHEREOF, the incorporators hereof have signed these Amended and Restated Articles of Incorporation on this 19th day of March, 2018.



Steve Lanning
Chair, Board of Trustees