

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

**LATIN AMERICAN MONTESSORI BILINGUAL PUBLIC CHARTER SCHOOL**

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## CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2018, and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and LATIN AMERICAN MONTESSORI BILINGUAL PUBLIC CHARTER SCHOOL (“**LAMB PCS**”), a District of Columbia nonprofit corporation (the “**School Corporation**”).

### RECITALS

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

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

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

**WHEREAS**, DC PCSB granted a charter to the Board of Trustees of LAMB PCS (“**Board of Trustees**”) for the establishment of a public charter school, effective on September 19, 2003;

**WHEREAS**, the School Corporation submitted a petition to DC PCSB pursuant to § 38-1802.04(c)(10) of the Act to amend its charter to expand its enrollment to include students in middle school and high school, and such petition was conditionally approved by DC PCSB on June 24, 2013 (the “**LAMB Charter Amendment**”);

**WHEREAS**, each of Elsie Whitlow Stokes Community Freedom Public Charter School, Yu Ying Public Charter School, Mundo Verde Public Charter School, and District of Columbia Bilingual Public Charter School (collectively, with the School Corporation, the “**Member Schools**”) also submitted a petition to amend its respective charter to expand its program to include a middle school and a high school on terms and conditions substantially similar to those specified in the LAMB Charter Amendment, and each adopted an identical mission statement, goals, curricula and education philosophy to that specified in the LAMB Charter Amendment for its middle school and high school, and, after an additional public hearing, DC PCSB conditionally approved each such petition on June 24, 2013 (each, together with the LAMB Charter Amendment, a “**Member School Charter Amendment**” and collectively, as amended, the “**Combined School Petition**”);

**WHEREAS**, the Member Schools’ Charter Amendments provide that the Member Schools’ middle school and high school programs (the “**Combined School**”), will be operated by the District of Columbia International School, a District of Columbia nonprofit corporation (“**DCI**” or the “**Combined School Corporation**”);

**WHEREAS**, pursuant to § 38-1802.01(c-1) of the Act, DC PCSB has the authority to approve one joint program for applicants seeking to establish a jointly operated school where two or more public charter schools that have adopted, for the combined program, identical mission statements, goals, curricula and educational philosophy may combine to create a jointly operated middle and high school;

**WHEREAS**, at its July 21, 2014 Board meeting, DC PCSB voted to approve the Combined School as operated by DCI as the one joint program it has the authority to approve, and to treat DCI as a public charter school pursuant to § 38-1802.01(c-1) of the Act (the “**Combined School Approval**”);

**WHEREAS**, pursuant to § 38-1802.12 of the Act, DC PCSB has the authority to approve applications to renew the charters of established public charter schools in the District of Columbia;

**WHEREAS**, the School Corporation submitted an application for charter renewal in accordance with § 38-1802.12 of the Act (“**Application**”) on December 15, 2017;

**WHEREAS**, DC PCSB has (i) determined that the Application satisfies the requirements set forth in § 38-1802.12 of the Act, and (ii) approved the Application subject to the execution of this Agreement by DC PCSB and the School Corporation, thereby renewing the charter of 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, including exclusive control over administration, expenditures, personnel, and instruction methods; and

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

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

## **SECTION 1. CONTINUED OPERATION OF SCHOOL**

### **1.1 Charter.**

**A.** The School Corporation shall continue to operate a public charter school (the “**School**”) in the District of Columbia and shall operate such School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall constitute the School Corporation’s charter (the “**Charter**”) and shall be binding on the School Corporation, the School, and DC PCSB. The School Corporation’s charter shall include elementary grades pre-kindergarten 3 (PK-3) through five and middle and high school grades six through twelve; provided that the middle and high school campus is authorized to be operated solely and jointly with the middle and high school campuses of the other Member Schools by DCI, as detailed in Sections 1.1C and 10.6 of this agreement and in the Amended and Restated DCI Operator Direct Agreement.

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

- (i) The School Corporation’s statement regarding the mission and goals of the School and the manner in which the School will conduct any district-wide assessments [Sections 2.1 and 2.3 below];
- (ii) Proposed Rules and Policies for Governance and Operation of School Corporation [**Attachment A**];
- (iii) Articles of Incorporation and Bylaws [**Attachment B**];
- (iv) Procedures to Ensure Health and Safety of Students and Employees [**Attachment C**];
- (v) Assurance to Seek, Obtain, and Maintain Accreditation [**Attachment D**];  
and
- (vi) Relationship Between School and Employees [**Attachment E**].

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

**C.** Effect of Combined School Approval. By virtue of the Combined School Approval and the Assignment, the middle and high school campus previously authorized to be created by the School Corporation under the operation of DCI is no longer a part of the School Corporation but rather is a part of the Combined School, which is separately existing and operated by DCI. Pursuant to the Combined School Approval and the Assignment, the School Corporation has assigned, transferred, and delegated all of its authority, rights, and responsibilities under the Act with respect to its middle-high school campus to DCI. The Parties further acknowledged that DCI is bound to operate the Combined School in accordance with the Act and a direct agreement between DC PCSB and DCI that recognizes DCI’s possession of the rights, authority, and responsibilities of the middle and high schools of the Member Schools and treats DCI as a public charter school under the Act (“**Amended and Restated DCI Operator Direct Agreement**”). The School Corporation shall have no rights to participate in the operation of DCI or the Combined School (except as may be agreed between DCI and the Member Schools from time to time), nor any responsibility for the obligations of DCI or the operation of the Combined School.

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

## SECTION 2. EDUCATIONAL PROGRAM

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

**A.** The School Corporation shall operate the School in accordance with its mission statement: The School Corporation aims to create a self-directed learning environment in which children build a foundation of knowledge essential for a lifetime of learning while developing bi-literacy in English and Spanish.

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

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

**A.** Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year of renewal, the School shall provide instruction to students in grades PK3 through 5. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic 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 students in grades PK3 through 5 and serve 602 total students.

#### SCHEDULE I. Maximum Enrollment Schedule

	2018-19	2019-20	2020-21	2021-22	2022-23
<b>LEA Total</b>	513	543	556	571	602

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

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

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

**A.** The School Corporation has selected as its measure of academic achievement expectations for its pre-kindergarten (“**PK**”) through grade five programming the indicators listed in the Early Childhood/Elementary School/Middle School (“**PK-8**”) Performance Management Framework (“**PMF**”).

(i) Accordingly, changes to the PMF implemented by DC PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights automatically become part of the measurement of the School’s academic achievement expectations. However, if changes other than those listed above are made to any PMF that the School Corporation elects not to accept, the School Corporation shall provide DC PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

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

**B. Teacher Interaction Score and Additional Measures.** The full description of the PMF is contained in the associated Policy & Technical Guide (“**PMF Guide**”). Pursuant to the PMF Guide, DC PCSB will use a teacher interaction score to assess PK instruction in schools with PK programs as shown in the chart below. If a measure is not included in the School Corporation’s PMF scoring, it will be displayed on the School’s Score Card as an un-tiered measure. The table below includes both the teacher interactive score, which is part of the PMF score, and the additional measures that may be considered as part of review and renewal but are not part of the school’s score.

<b>Domain</b>	<b>Measure/Assessment</b>	<b>Counts in Scoring?</b>
<b>Pre-kindergarten through kindergarten Emotional Support</b>	Classroom Assessment Scoring System (CLASS) Emotional Support Domain scored by an external vendor as designated by the publisher and detailed in the PK-8 PMF Policy & Technical Guide for that given year.	Yes
<b>Pre-kindergarten Classroom Organization</b>	Classroom Assessment Scoring System (CLASS) Classroom Organization Domain scored by an external vendor as designated by the publisher and detailed in the PK-8 PMF Policy & Technical Guide for that given year.	Yes
<b>Pre-kindergarten Instructional Support</b>	Classroom Assessment Scoring System (CLASS) Instructional Support Domain scored by an external vendor as designated by the publisher and detailed in the PK-8 PMF Policy & Technical Guide for that given year.	Yes
<b>Pre-kindergarten Literacy Student Outcomes</b>	<b>Bracken School Readiness Assessment (BSRA-3)</b> as designated by the publisher and detailed in the PK-8 PMF Policy & Technical Guide for that given year	No
<b>Pre-kindergarten Math Student Outcomes</b>	<b>Bracken School Readiness Assessment (BSRA-3)</b> as designated by the publisher and detailed in the PK-8 PMF Policy & Technical Guide for that given year	No

<b>Kindergarten – Second Grade Reading Student Outcomes</b>	<b>Dinamicos del Exito en la Lectura (IDEL)</b> as designated by the publisher and detailed in the PK-8 PMF Policy & Technical Guide for that given year.	No
<b>Kindergarten-Second Grade Math Student Outcomes</b>	<b>Easy Curriculum-Based Measures (easyCBM)</b> as designated by the publisher and detailed in the PK-8 PMF Policy & Technical Guide for that given year.	No

**C. Standard for charter review and renewal.** The School Corporation’s twenty-year charter review will occur in school year 2022-23, its twenty-five-year charter review will occur in school year 2027-28, and its thirty-year charter renewal will occur in school year 2032-33. The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

**Twenty-Year Charter Review:** At its twenty-year charter review, obtains an average PMF score for school years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 equal to or exceeding 50%.

**Twenty-Five-Year Charter Review:** At its twenty-five-year charter review, obtains an average PMF score for school years 2022-23, 2023-24, 2024-25, 2025-26, and 2026-27 equal to or exceeding 50%.

**Thirty-Year Charter Renewal:** At its thirty-year charter renewal, obtains an average PMF score for school years 2027-28, 2028-29, 2029-30, 2030-31, and 2031-32 equal to or exceeding 50%.

**Improvement Provision:** In cases where a School has not achieved the above thresholds, the DC PCSB Board may, at its discretion, determine that a School has met its goals and academic achievement expectations if it has demonstrated consistent improvement on overall PMF scores over the course of the most recent five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of untiered measures.

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

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

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

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

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

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

**SECTION 3. ADMINISTRATION AND OPERATION**

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

**A.** The School is a single campus located at three facilities: 1375 Missouri Avenue, NW, Washington, DC 20011 (“**LAMB Missouri**”), 1800 Perry Street, NE, Washington, DC 20018 (“**LAMB South Dakota**”), 1399 Aspen Street, NW, Washington, DC 20307 (“**LAMB Walter Reed**”) (collectively, the “**School Property**”).

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

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

### 3.2 [Enrollment.](#)

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

**B.** If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process 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 has submitted a description of its current random selection process to DC PCSB (see **Attachment G**) 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.

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

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

**B.** Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall track and report suspensions and expulsions in accordance with the expectations for timely submission, including daily attendance, which is uploaded weekly, and

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

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

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

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

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

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

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

**A.** The School Corporation shall maintain accreditation from an appropriate accrediting agency as set forth in § 38-1802.02(16) of the Act and DC PCSB's *Accreditation Policy*.

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

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

#### **SECTION 4. GOVERNANCE**

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

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

**4.3** Governance.

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

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

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

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

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

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

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

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

**5.4** Contracts.

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

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

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

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

**E.** (i) Pursuant to § 38–1802.04(c)(22) of the Act, any executed agreement for services between a public charter school and a school management organization shall include a provision whereby the school management organization agrees, under the following circumstances, to provide to the public charter school for production to the eligible chartering

authority books, records, papers, and documents related to services the school management organization provided or has agreed to provide to the public charter school:

- (a) The public charter school requests such records from the school management organization; and either
- (b) The annual fee the public charter school agrees to pay to the school management organization or any of its related entities, as defined by section 201(h)(4)(B)-(C) of the Economic Recovery Tax Act of 1981, approved August 13, 1981 (95 Stat. 218; 26 U.S.C. § 168(h)(4)(B)-(C)), is equal to or exceeds 20% of the school's annual revenue; or
- (c) The annual revenue the school management organization expects to derive from District public charter schools will exceed 25% of the school management organization's projected total annual revenue.

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

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

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

**5.6** [Tax-Exempt Status](#). The School Corporation shall maintain tax-exempt status from the federal government and the District of Columbia.

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

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

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

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

## SECTION 6. PERSONNEL

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

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

## SECTION 7. REPORTING REQUIREMENTS

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

7.2 [Audited Financial Statements](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall deliver to DC PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act, and prepared in accordance with GAAP, government auditing standards for financial

audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB.

**7.3** [Interim Financial Reports](#). Pursuant to DC PCSB’s *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2018. “**Interim Period**” shall mean monthly, unless the School Corporation receives written notice from DC PCSB, after which it will mean the period designated by DC PCSB in such notice.

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

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

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

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

**7.8** [Authorizations](#). As part of the Annual Compliance Reporting, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Trustees that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect. If the School Corporation receives notice, whether formal or informal, of any alleged failure to comply with the terms or conditions of any

Authorization, the School Corporation shall provide DC PCSB, within seven business days of receiving such notice, a report detailing the nature and date of such notice and the School Corporation's intended actions in response. "**Authorizations**" shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

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

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

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

## **SECTION 8. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

**A.** Pursuant to § 38-1802.13 of the Act, DC PCSB may revoke the Charter if DC PCSB determines that the School has (i) committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in the Charter, including

violations relating to the education of children with disabilities; or (ii) failed to meet the goals and student academic achievement expectations set forth in the Charter.

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

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

**9.3** [Termination](#). This Agreement shall terminate upon Charter revocation or nonrenewal, or by mutual written agreement of the parties hereto.

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

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

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

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

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

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

## **SECTION 10. OTHER PROVISIONS**

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

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

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

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

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

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

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

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

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

**10.10 Dispute Resolution.** Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without (i) first providing written notice to the other party hereto describing the nature of the dispute; and (ii) thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB’s ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement, or to exercise any other authority pursuant to this Agreement or applicable law.

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

If to DC PCSB:

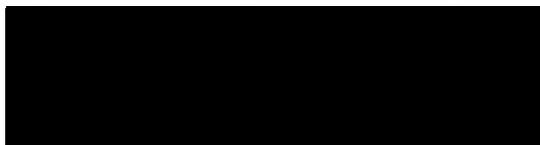
District of Columbia Public Charter School Board  
3333 14<sup>th</sup> St., NW; Suite 210  
Washington, DC 20010  
Attention: Scott Pearson, Executive Director  
Email: spearson@dcpcsb.org  
Telephone: (202) 328-2660

If to the School Corporation:

Latin American Montessori Bilingual Public Charter School  
1375 Missouri Ave., NW  
Washington, DC 20011  
Attention: Sharamaine Williams, Executive Director  
Email: sharamaine@lambpcs.org  
Telephone: (202) 726-6200

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.

**LATIN AMERICAN MONTESSORI  
BILINGUAL PUBLIC CHARTER  
SCHOOL**



Title: Co-Chair, LAMB Board of Directors

Date: 9/12/18

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**



By: Rick Cruz

Title: Board Chair

Date: 9/17/18

## ATTACHMENTS

ATTACHMENT A	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 Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Insurance Requirements
ATTACHMENT I	Key Personnel

## **ATTACHMENT A**

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

The Latin American Montessori Bilingual (LAMB) Public Charter School was founded by the Latin American Youth Center, a non-profit community based organization with more than 30 years' experience in the District of Columbia. LAMB is its own Local Education Agency (LEA) with a unique foci of dual language immersion and Montessori beginning with PK-3, early childhood education and continuing through elementary school fifth grade. This combination of pedagogy is not only attractive to District residents, but to national advocacy organizations and university researchers tasked with specialties in language development, service to English language learners, and early childhood education.

LAMB was established as an independent 501(c)(3) and is guided by an all-volunteer Board of Trustees. The Board is responsible for fiscal and programmatic oversight and viability. LAMB is the only accredited, dual language immersion Montessori public charter school in the District of Columbia and one of a few nationwide. There are multiple factors that make LAMB's specialized services highly attractive to District residents: (1) its free; (2) bilingual; (3) Montessori; (4) diverse student population; (5) stable leadership and excellent administrators and teachers; and (6) assessed as a Tier I school; i.e. quality school with quality programs and positive outcomes.

LAMB has dynamic leadership and staff, all of whom possess training, qualifications, linguistic and cultural competence to perform the duties to which s/he is assigned; and have demonstrated commitment to the LAMB's vision and mission. In designing school administration and governance, LAMB founders believed it to be prudent to create two senior leadership positions: (1) executive director and (2) principal. The principal reports to the executive director who reports to the Board of Directors. Both the Executive Director and the Principal are school co-founders and have been with the school since its inception.

The Executive Director has the primary responsibility for non-academic matters, including legal, financial, fund raising, facilities, community/public relations, and Board of Directors communication among other duties. The Executive Director is charged with ensuring that the school mission is fully implemented and realized and has the final decision-making authority. The Principal focuses on the daily school operations, implementing the academic component including refining the educational goals and objectives

of the school, instructional assessment, staffing, and student and parent relations. In addition to the chief financial officer (staff or contract) and grants coordinator, there will be teams of highly qualified Montessori teachers, special educators, parent engagement coordinators, support staff, specialists such as occupational and speech therapists (staff or contract). There will also be a combination of staff and contract services that will include, but not be limited to legal, technology, special education, food service, and building maintenance services.

In June 2014 the Public Charter School Board unconditionally approved LAMB's amendment request and that of Elsie Whitlow Stokes Community Freedom Public Charter School, Yu Ying Public Charter School, Mundo Verde Public Charter School and District of Columbia Bilingual Public Charter School to create a second campus and expand grade levels through middle/high school via an Operator Agreement with District of Columbia International (DCI) School to operate the middle/high program.

### Governance

A Board of Directors/Trustees will govern LAMB. The Board will consist of between five and eleven Trustees. As the school grows, the Board will create a committee structure. Each Board member will belong to at least one Board Committee. The committees may include:

- The Curriculum/School Performance Committee
- The Finance, Audit and Fundraising Committee
- The Human Resources Committee
- The Executive Committee
- The Governance Committee

In addition, the Board will have the authority to establish such other committee(s) as it deems necessary to carry out the mission of the Charter School.

### **Director/Trustee Selection**

The Board of Trustees will be required by the By-laws to have and maintain a specified representation. As terms of office are completed, the existing board shall appoint qualified persons according to the representation required by the by-laws.

### **Roles and responsibilities of the Board of Trustees.**

The Board of Trustees will:

- Demonstrate fundraising and public relations efforts to benefit the School's programs;
- Develop and implement policy for future direction of the School in accordance with the School's mission and guiding principles with a specific emphasis on the dual language immersion Montessori Method of learning and teaching;
- Receive the proposed expenditures for the upcoming school year from the executive director and chief financial officer
- Approve the annual budget;
- Evaluate the executive director
- Approve nominees for the Board of Trustees; and
- Establish Board committees.

Each Board member agrees to complete and sign a Disclosure of Conflicts of Interest statement prior to accepting his/her position on the Board, and to annually update the disclosure statement. Each member further agrees to comply with the Conflicts of Interest policy adopted by the Board.

### Fiscal Affairs

#### **Budget**

#### **Budgetary Assumptions**

Income: The majority of LAMB's income for school operations will be derived from the DCPS Per Pupil Allocations, add-ons for special education and language learners and facilities allowance.

#### **Funding and Fund Raising**

In addition to the per pupil fee allocation from the DC Government, LAMB will also apply for grant funds. The Federal NCLB program including Title I-IV and IDEA grants provide annual funds which will vary according to the category/classification of students.

LAMB has planned three sources of funding:

- (1) Seeking grants from foundations and corporate giving programs;
- (2) Fund-raising events; and
- (3) Individual and corporate donors.

## **Financial Management**

The Chief Financial Officer and Executive Director will have the primary responsibilities for financial management. The Board of Trustees will provide oversight.

LAMB has a *Satisfactory Record of Integrity and Business Ethics*. The organizational chart is a descriptive view of lines of authority and accountability. Further, an independent auditing firm audits LAMB annually. Among its bankers is the minority bank, Industrial Bank of Washington. LAMB strictly follows accounting and operational controls in compliance with the applicable District licensing and tax laws and regulations.

*Accounting Procedures.* LAMB will maintain an accounting system in accordance with generally accepted accounting principles. LAMB will utilize an independent auditing firm to conduct its annual audit. Currently, LAMB has no due and payable current obligations to the District of Columbia and Federal Governments, including delinquent taxes, Unemployment Insurance and Outstanding Judgments.

*Fiscal Controls and Accountability.* All requests for expenditures will be documented in written form and must be submitted to the School Administrator who approves or disapproves the request. If the Administrator deems it an appropriate expenditure, s/he signs the request and charges the appropriate line item and contract. The request will then be given to the CFO or his/her designee for payment. A check is then cut and forwarded to the Administrator for signing. Two signatures are required for any check ten thousand dollars or more. The Board Chair and Treasurer will have signature authority. All checks will be computer generated, including payroll and expenditures. LAMB may use the services of an independent payroll company such as ADT or Paycheck. Checks will be kept under lock and key and a signee may not produce a check. Checks may not be signed in advance and a written request for expenditure, signed voucher must precede any check disbursement.

## **Provision of Financial/Budget Review**

The Finance and Fundraising Committee of the Board of Trustees will provide financial/budget review. In addition, there will be an annual audit by an independent auditing firm.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**OF**

**LATIN AMERICAN MONTESSORI BILINGUAL PUBLIC CHARTER SCHOOL**

The following Articles of Incorporation have been duly adopted by the Corporation in the manner prescribed by the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT of 2010 (D.C. Code, Title 29, Chapter 4) and in accordance with the Organizational By-Laws:

**FIRST: Name.** The name of the corporation (hereinafter called the “Corporation”) is Latin American Montessori Bilingual Public Charter School, Inc.

**SECOND: Duration.** The period of duration of the Corporation is perpetual or until such time as the Board of Directors shall adopt a resolution recommending that the Corporation be dissolved pursuant to the District of Columbia Nonprofit Corporation Act.

**THIRD: Purposes.** The Corporation is organized and shall be operated exclusively for educational purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and as may be amended from time to time (the “Code”), including, more specifically, to establish, develop, and operate a model Public Charter School for children in Washington, D.C., and to enter into all contracts, leases, or transactions, which are, in whole or in part, related to such activities.

The Corporation shall have all powers and authorities now or hereafter conferred upon nonprofit corporations organized under the laws of the District of Columbia; provided, however, that (i) no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its officers, directors, 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 above, (ii) no substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, and (iii) notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.

**FOURTH: Address.** The address of the principal office of the Corporation is 1375 Missouri Avenue, NW, Washington, DC 20011.

**FIFTH: Registered Agent and Office.** The name of the registered agent and the address of the registered office are Anna Marie Yombo, 1375 Missouri Avenue NW, Washington, DC 20011.

**SIXTH: Members.** The Corporation will have no members.

**SEVENTH: Board of Directors.** The powers of the Corporation shall be vested in a board of directors that shall be called the Corporation’s Board of Directors. The number of members of the Board of Directors may be increased or decreased pursuant to the Bylaws of the Corporation, but shall never be less than the minimum number permitted by District of Columbia law applicable to public

charter schools now or hereafter in effect.

EIGHTH: Amendments to Articles of Incorporation. The Corporation shall have the right to alter, amend, or repeal any provision of these Articles of Incorporation by the affirmative vote of a majority of the members of its Board of Directors.

NINTH: By-Laws. The Board of Director's shall have the power to adopt, amend, or repeal the By-Laws of the Corporation. The By-Laws shall govern the operation of the Corporation unless any By-law conflicts with these Articles of Incorporation, in which case the Articles of Incorporation shall be controlling.

TENTH: Dissolution. Upon the dissolution of the Corporation, the Board of Directors shall, after making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the Board of Directors shall determine.

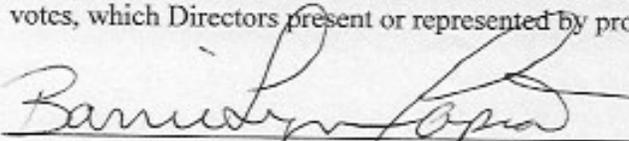
ELEVENTH: Incorporators. At the time of the initial filing, the name and address, including street and number, of each incorporator of the Corporation were as follows:

Oladele G. Dosunmu  
1419 Columbia Road, N.W.  
Washington, DC 20009

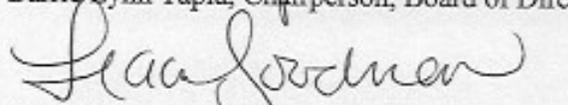
Maria C. Fernandez  
1419 Columbia Road, N.W.  
Washington, DC 20009

Jose Carlos Vera  
1419 Columbia Road, N.W.  
Washington, DC 20009

TWELFTH: Adoption of Amended and Restated Articles. The foregoing amended and restated Articles of Incorporation were adopted at a meeting of the Board of Directors at which a quorum was present, and the Amended and Restated Articles of Incorporation received at least two-thirds of the votes, which Directors present or represented by proxy at such meeting were entitled to cast.

  
Barrie Lynn Tapia, Chairperson, Board of Directors

June 20, 2018  
Date

  
Tracy Goodman, Secretary, Board of Directors

June 20, 2018  
Date

**AMENDED AND RESTATED BYLAWS**

**OF**

**Latin American Montessori Bilingual Public Charter School**

**ARTICLE I**

**Offices**

Section 1.01. The principal office of Latin American Montessori Bilingual Public Charter School (“LAMB-PCS” or “Corporation”) shall be in the District of Columbia. LAMB-PCS may have such other offices either within or without the District of Columbia as the Board of Directors may from time to time determine or as the business of LAMB-PCS may require.

**ARTICLE II**

**Members**

Section 2.01. LAMB-PCS shall have no members.

**ARTICLE III**

**Board of Directors**

Section 3.01. Except as otherwise provided by law or these Bylaws, the Board of Directors shall have exclusive control over the property, funds and affairs of LAMB-PCS.

Section 3.02. The Board of Directors shall consist of no fewer than three (3) Directors. The number of directors may be changed from time to time, provided that the number of directors shall not be reduced so as to shorten the term of any director then in office. The maximum number of directors may not exceed fifteen (15). At least a majority of the Board shall be comprised of residents of the District of Columbia and at least two directors shall be parents of students attending LAMB-PCS.

Section 3.03. A director shall hold office for a term of three (3) years, or until he or she dies, resigns, or is removed by a majority vote of the Directors under Section 3.07 of this Article. Terms shall be staggered so that the terms of approximately one class of the directors expire each year. A director cannot serve more than two consecutive terms on the Board of Directors. Notwithstanding anything contained in these Bylaws to the contrary, each director shall hold office until a successor is elected and qualifies or until that director's earlier resignation, removal or death.

Section 3.04. In order to ensure staggered terms, the directors shall be divided into three classes: Class A, Class B, and Class C. Each class has identical rights and obligations. Each class must have approximately one-third (1/3) of the number of total directors in office and the membership of each class must be as the Board directs. In case of any increase or decrease, from time to time, in the number of directors in each class shall be apportioned as nearly equal as possible. No decrease in the number of directors shall shorten the term of any incumbent Director.

Section 3.05. Whenever a vacancy exists on the Board of Directors, whether by death, resignation or otherwise, the vacancy shall be filled by the vote of the majority of the directors then in office. A director elected to fill a vacancy shall hold office for the remainder of the unexpired term of his or her predecessor in office, subject to the power of removal stated in these Bylaws.

Section 3.06. Any director may resign from office at any time upon giving written notice to the Secretary of the LAMB-PCS. Any such resignation shall take effect at the time it specifies or if the time be not specified, upon receipt, and the acceptance of such resignation, unless required by its terms, shall not be necessary to make such resignation effective.

Section 3.07. A director may be removed at any time, with or without cause, by the affirmative vote of a majority of the directors then in office.

Section 3.08. The Board of Directors shall annually review the Conflict of Interest Policy of LAMB PCS and agree, in writing, to abide by its terms.

#### **ARTICLE IV**

##### **Meetings of the Board of Directors**

Section 4.01. Meetings of the Board of Directors, regular or special, may be held within or without the District of Columbia upon not fewer than five (5) days notice to each director, either personally or by mail, e-mail, or telephone, subject to waiver of notice as provided in the District of Columbia Nonprofit Corporation Act of 2010 (D.C. Code §§ 29-101.01 et seq.). Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. Regular meetings shall be held at least quarterly or more often as established from time to time by resolution of the Board of Directors or as required by the business of LAMB-PCS. Special meetings of the Board of Directors may be called by the Chair or the Executive Director at any time and shall be called by the Chair or the Executive Director upon the written request of a majority of the directors then in office.

Section 4.02. Upon the majority vote of the directors present, the Board of Directors may enter into executive session during a meeting to discuss matters that require confidentiality. If the directors vote to move into executive session, all non-directors must leave the room until the board votes to end executive session. Minutes should state that the directors voted to go into executive session and the reason for doing so. If the executive session results in any official action, such action shall be recorded in the minutes of the meeting during which the executive

session was held.

Section 4.03. A majority of the number of directors then in office shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present there may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4.04. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all the directors eligible to vote thereon. A signature may be effected by an email expressing the following: "I authorize this email to constitute my signature approving the actions in the associated consent document." Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

Section 4.05. Any one or more members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 4.06. At least annually, the Treasurer shall prepare, on behalf of the Board of Directors, the Board's annual report, verified by the Treasurer and Executive Director or a majority of the directors then in office, setting forth (i) the assets and liabilities of the LAMB-PCS as of the end of its fiscal year, (ii) the principal changes in assets and liabilities during its fiscal year, (iii) the revenue or receipts of the LAMB-PCS during the fiscal year and (iv) the expenses or disbursements of the LAMB-PCS during the fiscal year.

**ARTICLE V**

**Committees**

Section 5.01. The Board of Directors, by resolution adopted by a majority of directors then in office, may designate or appoint one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the LAMB-PCS. Other committees not having and exercising the authority of the Board of Directors in the management of the LAMB-PCS may be designated and appointed by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.

**ARTICLE VI**

**Officers**

Section 6.01. The officers of the LAMB-PCS shall be elected by the affirmative vote of a majority of the directors then in office and shall consist of a Chair, a Secretary, and a Treasurer, and may include such other officers and assistant officers as may from time to time be deemed necessary.

Section 6.02. The officers of LAMB-PCS shall be elected annually by the Board of Directors. Unless he/she dies, resigns, or is removed, each officer shall hold office until his/her successor is elected.

Section 6.02. The Board of Directors may require any of the officers or employees of the LAMB-PCS to give bond to the LAMB-PCS with sufficient sureties, conditioned upon the

faithful performance of the duties of their respective offices or employments.

Section 6.03. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the directors then in office. Any vacancy occurring in any office of the LAMB-PCS shall be filled by the Board of Directors. An office may be held by the same individual for two or more consecutive terms.

*The Chair*

Section 6.04. The Chair shall be elected by the Board of Directors and shall be the chief executive officer of the LAMB-PCS. The Chair shall have the power on behalf of the LAMB-PCS to perform all acts and execute all documents to make effective the actions of the Board of Directors. The Chair shall also perform such other duties as may be assigned from time to time by the Board of Directors.

*The Secretary*

Section 6.05. The Secretary shall keep the minutes of all meetings of the Board of Directors. He or she shall give, or cause to be given, such notice of all meetings of the Board of Directors as may be required by these Bylaws and shall perform such other duties as shall be assigned to him or her from time to time by the Board of Directors.

*The Treasurer*

Section 6.06. The Treasurer shall be responsible for, and have general supervision over, all the financial records and finances of the LAMB-PCS. The Treasurer shall render to the Board of Directors of the LAMB-PCS, whenever requested, an account of the financial condition of the LAMB-PCS and, in general, shall perform all the duties incident to the office of Treasurer of a corporation and shall perform such other duties as shall be assigned to him or her from time to time by the Board of Directors.

**ARTICLE VII**

**Compensation of Directors**

Section 7.01. The directors of the LAMB-PCS shall receive no compensation but may be reimbursed for their expenses, if any, incurred in carrying out the purposes of the LAMB-PCS, provided that such reimbursement in no way adversely affects the LAMB-PCS's qualification under section 501(c)(3) of the Code.

**ARTICLE VIII**

**Fiscal Year**

Section 8.01. The fiscal year of the LAMB-PCS shall be from July 1<sup>st</sup> of each year to June 30<sup>th</sup> of the next year.

**ARTICLE IX**

**Amendments**

Section 9.01. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of two-thirds (2/3) of the directors then in office, provided that any such alteration, amendment, repeal or adoption shall be consistent with the requirements of section 501(c)(3) of the Code.

**ARTICLE X**

**Indemnification**

Section 10.01. The Directors of the Corporation shall not be personally liable for its debts, obligations or liabilities. The Corporation shall indemnify any Director or officer, or any former Director or officer, and may indemnify any employee or agent, or any former employee or agent, against expenses incurred in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being, or having been, such Director, officer, employee or agent, to the maximum extent permitted

by law. Such indemnification shall not be exclusive of any other rights to which such person may be entitled under applicable law, the Articles of Incorporation or any bylaw, agreement, vote of the Board, or otherwise.

**ARTICLE XI**

**Contracts, Loans, Checks, and Deposits**

Section 11.01. No loans shall be contracted on behalf of LAMB-PCS and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 11.02. A resolution of the Board of Directors will specify signatories necessary for contracts, checks, drafts and other evidences of indebtedness issued in the name of LAMB-PCS.

Section 11.03. All funds of LAMB-PCS not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 11.04. The Treasurer may accept on behalf of the Corporation any contribution, gift, bequest or device as may be consistent with the established purposes of the Corporation and as may be permitted by any applicable local, state or federal law.

**ARTICLE XII**

**Books and Records**

Section 12.01. LAMB-PCS shall keep correct and complete books and records of account, minutes of the proceedings of its Board and other records as may be necessary or advisable, or required by law at the registered or principal office of the Corporation. All books and records of the Corporation may be inspected by a director for any proper purpose at any

reasonable time, upon reasonable notice to the Secretary of the Corporation.

**ARTICLE XIII**

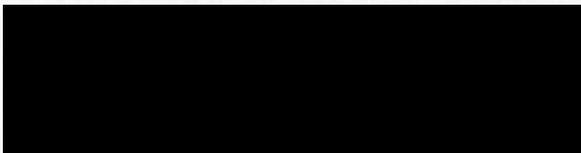
**Dissolution**

Section 13.01. LAMB-PCS will dissolve if the school's charter (1) has been revoked by the authorizing entity, (2) has not been renewed by the authorizing entity, or (3) has voluntarily been relinquished by the charter school.

Section 13.02. Upon dissolution of the school, all assets shall be distributed in accordance with DC Code § 38-1802.13a.

\* \* \* \* \*

These Amended and Restated Bylaws are deemed effective as of June 19, 2018, having been adopted by the affirmative vote of two-thirds (2/3) of the directors in office, and filed with the records of the LAMB-PCS.



Tracy Gooden, Secretary  
LAMB-PCS

*June 20, 2018*

\_\_\_\_\_  
Date

## **Attachment C**

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

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

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

The school will maintain a health suite that accommodates a nurse from the DC Department of Health. LAMB PCS will provide required and appropriate health and safety training to its staff, including at least two staff members certified in administering medication, and annual CPR and First Aid trainings. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations by collecting completed Universal Health Certificates from students and will provide parents with information on such requirements.

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

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

## **Attachment D**

### **Assurances to Maintain Accreditation**

Latin American Montessori Bilingual Public Charter School acknowledges its obligation to maintain accreditation for the school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the District of Columbia Public Charter School Board. D.C. Code § 38-1802.02(16).

## **Attachment E**

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

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

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

##### **RECEIPT**

I acknowledge that I have read and received a copy of LAMB's Employee Handbook, which outlines the policies, practices and employee benefits of LAMB PCS. I understand that the Employee Handbook describes important information about LAMB. If I have any questions about the Handbook or other personnel policy issues, I will consult with my supervisor, the Executive Director, the Principal, or the School Community Outreach and Support Director.

I understand that this edition of the Employee Handbook supersedes all previous verbal or written descriptions of LAMB's personnel policies and procedures and employee benefits. I also understand that the Handbook and its contents are subject to change as needed at any time, with or without prior notification, and that such changes could include new, modified, or discontinued policies

I understand that this Handbook has been prepared for my general information and is not intended to modify any employment contract I may have with LAMB. I understand and agree that, unless I have a written, individual employment contract with LAMB for a specific, fixed term of employment, I am employed "at-will." I have entered into my employment voluntarily and acknowledge that I have no set term or duration of employment. Either LAMB or I may terminate my employment at any time, with or without cause or notice.

Please sign and date this receipt and return it to the HR Coordinator.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Pre-Opening Visit Checklist (New Campus or Facility) –  
LAMB Public Charter School**

***This checklist is to be used by DC PCSB if the school opens an  
additional campus or facility in the future.***

Reviewer Name:  
Review Date:  
School Opening Date:  
Location:

*\*Items should be uploaded into Epicenter*

**Governance and Management**

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
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**

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
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>Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.)</li> </ul>	
There is documentation that background checks for all staff have been	<ul style="list-style-type: none"> <li>Background check clearances*</li> </ul>	

completed (within the past two years)		
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	Notes/ Verification
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> <li>• Copy of parent/student/family handbook, or resource in which calendar was printed</li> </ul>	
Provisions have been made for assessing and serving students with disabilities.	<ul style="list-style-type: none"> <li>• Evidence that needed staff is on board to provide specialized instruction or related services, or evidence that services have been contracted</li> </ul>	

### Students and Parents

Area of Review	Examples of	Notes/ Verification
----------------	-------------	---------------------

	<b>Acceptable Documentation</b>	
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>	
Valid proof of DC residency is on file for each student.	<ul style="list-style-type: none"> <li>• All residency forms from OSSE completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents 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>	

### **Operations**

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Arrangements have been	<ul style="list-style-type: none"> <li>• Food service contract</li> </ul>	

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
made for food service.	<ul style="list-style-type: none"> <li>Record of Basic Business License (BBL) *</li> </ul>	
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> <li>Written plans for life safety procedures included in faculty/student handbooks</li> <li>Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) *</li> </ul>	

### Facilities, Furnishings and Equipment

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.	<ul style="list-style-type: none"> <li>Space meets the needs of the program and number of students to be served</li> </ul>	
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> <li>Plans detailing times and locations for student drop-off and pick-up before school, during school hours, and after school are in place</li> </ul>	
Classroom furniture is available for instruction (or will be).	<ul style="list-style-type: none"> <li>School admin. confirms that classroom furnishings are appropriate for the school's educational model</li> </ul>	
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> <li>School admin. confirms that equipment is installed and is ready (or will be ready) to operate by the first day of</li> </ul>	

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
	school	
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> <li>• Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building*</li> </ul>	
Certificates of insurance 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. *</li> </ul>	
ADA Compliance	<ul style="list-style-type: none"> <li>• Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility (e.g. elevators, ramps, restroom accommodations, drinking fountains, etc). * (This requirement will be verified through Epicenter <u>and</u> on site at the facility.)</li> </ul>	

**Overall Notes:**

**Pre-Opening Visit Checklist (Relocation) – LAMB Public Charter School**

***This checklist is to be used by DC PCSB if the school relocates in the future.***

Reviewer Name:  
 Review Date:  
 School Opening Date:  
 Location:

*\*Items should be uploaded into Epicenter*

**Operations**

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Arrangements have been made for food service.	<ul style="list-style-type: none"> <li>• Food service contract</li> <li>• Record of Basic Business License (BBL)</li> </ul>	
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> <li>• Written plans for life safety procedures included in faculty/student handbooks</li> <li>• Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) *</li> </ul>	

**Facilities, Furnishings and Equipment**

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number	<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>	<b>Notes/ Verification</b>
of students enrolled.		
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> <li>Plans detailing times and locations for student drop-off and pick-up before school, during school hours, and after school are in place</li> </ul>	
Classroom furniture is available for instruction (or will be).	<ul style="list-style-type: none"> <li>School admin. confirms that classroom furnishings are appropriate for the school's educational model</li> </ul>	
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> <li>School 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>	
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*</li> </ul>	

<b>Area of Review</b>	<b>Examples of Acceptable Documentation</b>	<b>Notes/ Verification</b>
ADA Compliance	<ul style="list-style-type: none"> <li>Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility (e.g. elevators, ramps, restroom accommodations, drinking fountains, etc). * (This requirement will be verified through Epicenter <u>and</u> on site at the facility.)</li> </ul>	

**Overall Notes:**

## **Attachment G**

### **Random Selection Process**

#### **Admissions Procedures**

1. To qualify as an applicant, parents interested in enrolling their children must complete and submit an application before the application deadline. Applications can be submitted online or in-person.
2. LAMB will accept completed applications only within the admissions period. Every year, the admissions period is from mid-December to March 1<sup>st</sup>, or the first business day thereafter. LAMB will publicize specific dates each year.
3. If LAMB is under-subscribed at the end of the admissions period, LAMB will continue accepting applications through a rolling admissions process throughout the school year until capacity is reached.
4. If LAMB is over-subscribed at the end of the admissions period, all applications will go into a lottery. In the event that the school receives the same number of applications as available openings, neither the lottery nor a waiting list will be required.

#### **Lottery Procedures**

1. If there are more enrollment applications from students who are residents of the District of Columbia than there are spaces available, students shall be admitted using a random lottery selection process, except that a preference in admission may be given to an applicant who is a sibling of a current student. In accordance with this sibling preference, applicants whose siblings are current students at LAMB will be enrolled prior to the lottery. If there are more siblings of current students than spaces available, then those siblings shall be admitted through a random lottery selection process.
2. If there are any remaining spaces once siblings of current students have been admitted, the lottery will take place. The names of all remaining applicants who have submitted timely applications will be publicly drawn at random until capacity is reached. Preference shall be given to siblings of applicants who are selected during this process, and those siblings shall be assigned the lowest available numbers on the waiting list.

3. Applicants who are not admitted through the initial lottery process will be placed on a waiting list based on the lottery.

4. All applicants submitting applications after the application period has ended on March 1<sup>st</sup>, or the first business day thereafter, will be added to the end of the waiting list in chronological order by date of receipt of the application.

5. The waiting list will be maintained in the main office and will be available for public inspection.

6. The lottery drawing will be announced in advance and will occur in a public forum.

7. After the lottery, families will be notified of their status on the admissions or waiting list.

## Attachment H

### Insurance Requirements

LAMB Public Charter School will carry insurance for the following areas in the minimum stated amounts:

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

**Attachment I**  
**Key Personnel Positions**

Board Chair  
Executive Director  
Chief Financial Officer  
IT Director  
Development Director  
Human Resources/Special Projects  
Safe Schools Parent Liaisons  
Data Coordinator/Interventions  
Special Education Coordinator  
Instructional Coordinators