

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

EUPHEMIA L. HAYNES PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2019 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and EUPHEMIA L. HAYNES PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

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

WHEREAS, DC PCSB granted a charter to the Board of Trustees of Euphemia L. Haynes Public Charter School (“**Board of Trustees**”) for the establishment of a public charter school, effective on May 17, 2004;

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 November 5, 2018;

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 E.L. Haynes Board of Trustees, including exclusive control over administration, expenditures, personnel, and instruction methods as defined by by-laws; 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.

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 material changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall provide DC PCSB a written request for approval for any proposed material changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

1.2 [Effective Date and Term](#). The Charter shall commence on the effective date of this Agreement and shall continue for a term of fifteen years unless renewed, revoked, or terminated in accordance with §§ 38-1802.12 and 38-1802.13 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: Every E.L. Haynes student of every race, socioeconomic status and home language will reach high levels of academic achievement and be prepared to succeed at the college of his or her choice. Every E.L. Haynes student will be adept in mathematical reasoning, will use scientific methods effectively to frame and solve problems, and will develop the lifelong skills needed to be a successful individual, an active community member, and a responsible citizen.

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 prekindergarten-3 (PK3) through twelve. 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 PK through twelve and serve 1,200 total students.

SCHEDULE I. Maximum Enrollment Schedule

	2019-20 and Beyond
LEA Total	1,200

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 prekindergarten through twelfth grade programming the indicators listed in the corresponding Performance Management Framework(s) (“**PMF(s)**”).

(i) Changes to the PMF implemented by DC PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights automatically become part of the measurement of the School’s academic achievement expectations. If DC PCSB makes changes to any PMF, should the School Corporation elect not to accept the change, the School Corporation may petition DC PCSB for a charter revision pursuant to § 38-1802.04(c)(10). Nothing in this paragraph shall be construed to limit the ability of the School to submit a petition to DC PCSB for charter revision pursuant to § 38-1802.04(c)(10) to amend its goals and academic achievement expectations in accordance with Section 2.3(E) below.

(ii) The School Corporation currently operates three campuses. 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; a local education agency (“**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 pre-kindergarten instruction in schools with pre-kindergarten programs. Additionally, the School Corporation shall annually select, administer, and report on literacy and math (and optional social-emotional) assessments for its students in pre-kindergarten through second grade, if applicable. The School Corporation shall only select early childhood assessments for the purposes of the PMF that have been approved by DC PCSB in the PMF Guide for the corresponding year. The School Corporation

will certify annually, in accordance with the schedule and process to be determined by DC PCSB, which early childhood assessments it will administer each year for the purposes of the PMF. If a measure is not included in the School Corporation's PMF scoring according to the PMF Guide for the corresponding year, it will be displayed on the School's Score Card(s) as an un-tiered measure in that year. If the School Corporation fails to administer the previously certified early childhood assessment(s) for the purposes of the PMF for the corresponding year or fails to certify any such assessments, it will receive a score of zero on the corresponding measures on the School's Score Card(s) for that year.

C. Standard for charter review and renewal. The School Corporation's five-year charter review will occur in school year 2023-24 (no later than its 20th year of operation), its ten-year charter review will occur in school year 2028-29 (no later than its 25th year of operation), and its fifteen-year charter renewal will occur in school year 2033-34 (no later than its 30th year of operation). The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

Fifth-Year Charter Review: At its fifth-year charter review, obtains an average PMF score for school years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 equal to or exceeding 50%.

Tenth-Year Charter Review: At its tenth-year charter review, obtains an average PMF score for school years 2023-24, 2024-25, 2025-26, 2026-27, and 2027-28 equal to or exceeding 50%.

Charter Renewal: At its fifteen-year charter renewal, obtains an average PMF score for school years 2028-29, 2029-30, 2030-31, 2031-32, and 2032-33 equal to or exceeding 50%.

Improvement Provision: In cases where a campus has not achieved the above thresholds, the DC PCSB Board may, at its discretion, determine that a campus 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.

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

SECTION 3. ADMINISTRATION AND OPERATION

3.1 [Location.](#)

A. The School shall be located at 3600 Georgia Avenue NW, Washington, DC 20010 and at 4501 Kansas Avenue NW, Washington, DC 20011 (collectively, the “**School Property**”).

B. The School Corporation shall operate a multi-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 or subsequent amendment. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

C. The School Corporation must submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act in order to operate at a location other than the School Property. DC PCSB shall approve or deny the request within 90 days of the date of its submission. If DC PCSB fails to approve or deny the request within 90 days of submission, it shall be deemed approved. Such a request shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition or subsequent amendment, and must be submitted to DC PCSB at least three months prior to the intended relocation. 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 consistent 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 is currently participating in My School DC and agrees to comply with its rules and policies to ensure a random selection and open enrollment process. However, if at any time the School Corporation chooses not to participate in My School DC, it shall submit to DC PCSB, by August 1 of the school year in which the changes will take effect, a petition for charter revision pursuant to § 38-1802.04(c)(10) containing a description of its proposed random selection process. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

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

3.3 [Disciplinary Policies.](#)

A. The School Corporation shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, and shall provide a copy of those policies and procedures to students and parents within the first ten business days of the beginning of the school year, and provide a copy to DC PCSB for its review for compliance with applicable law 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 additional review for compliance with applicable law 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 and Conflict of Interest 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 and Conflict of Interest Policy*, the School Corporation’s conflict of interest policies and procedures, and applicable law.

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

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

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

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

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

(ii) The school management organization shall have the burden of producing records to demonstrate that it does not expect the revenue it

derives from District public charter schools to exceed 25% of its projected total annual revenue.

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

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

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 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 reporting 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, 2019. "**Interim Period**" shall mean quarterly, 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 or key personnel as identified by position in **Attachment H** (but no later than the

time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and, solely in the event of the departure of the Board Chair or Head of School, 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](#). Upon reasonable notice, 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 § 38-1802.13a of the Act.

SECTION 10. OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

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

10.11 [Notices](#). Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a

nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th 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:

Euphemia L. Haynes Public Charter School
3600 Georgia Avenue, NW
Washington, DC 20010
Attention: Hilary Darilek, Chief Executive Officer
Email: hdarilek@elhaynes.org
Telephone: (202) 667-4446

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.

**EUPHEMIA L. HAYNES PUBLIC
CHARTER SCHOOL**



By: Abigail Smith

Title: Chair, E.L. Haynes Board of Trustees

Date: 06.18.2019

**DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL
BOARD**



By: Rick Cruz

Title: Board Chair

Date: 6/25/19

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	Insurance Requirements
ATTACHMENT H	Key Personnel
ATTACHMENT I	Graduation Requirements

Attachment A

Rules and Policies for Governance and Operation of School Corporation

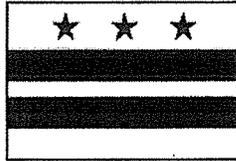
Euphemia L. Haynes Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Chief Executive Officer reports to the Board. There is no management company engaged in the oversight of E.L. Haynes PCS.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect E.L. Haynes PCS's interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, or member of a committee with Board-delegated powers. Trustees and executive leadership of E.L. Haynes PCS will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest. The conflict of interest policy requires that each Trustee review and agree to the policy annually.

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

ATTACHMENT B

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



C E R T I F I C A T E

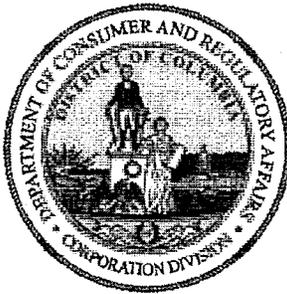
THIS IS TO CERTIFY that the attached is a true and correct copy of the documents for this entity as shown by the records of this office.

EUPHEMIA L. HAYNES PUBLIC CHARTER SCHOOL INC.

Effective Date: 8/14/2003

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 2/15/2012 11:55 AM

Business and Professional Licensing Administration



Handwritten signature of Patricia E. Grays.

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: d2M94HWW

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

232914



CERTIFICATE

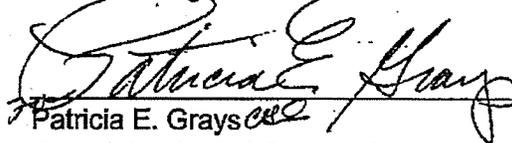
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this **CERTIFICATE OF INCORPORATION** is hereby issued to:

EUPHEMIA L. HAYNES PUBLIC CHARTER SCHOOL, INC.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **14th** day of **August, 2003**.

David Clark
DIRECTOR

John T. Drann
Acting Administrator
Business Regulation Administration

A handwritten signature in cursive script, appearing to read "Patricia E. Gray", written over a horizontal line.

Patricia E. Gray
Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

**ARTICLES OF INCORPORATION
OF
EUPHEMIA L. HAYNES PUBLIC CHARTER SCHOOL, INC.**

We, the undersigned, being natural persons over the age of twenty-one, acting as incorporators of a corporation under the District of Columbia Non-Profit Corporation Act, adopt the following Articles of Incorporation:

FIRST: The name of the corporation is EUPHEMIA L. HAYNES PUBLIC CHARTER SCHOOL CORPORATION (hereinafter referred to as the "Corporation").

SECOND: The period of the Corporation's duration is perpetual.

THIRD: The Corporation is organized and will operate exclusively for the following lawful purposes: educational, charitable, scientific, literary, musical, social, athletic, and promotion of the arts, but only to the extent that such purposes are permitted within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), including the operation of a public charter school. The above-listed purposes for which the Corporation is organized are those necessary and appropriate to carry out its Charter. The Corporation will have all powers granted to it by law to further the above-stated purposes, including those expressly stated in its bylaws.

FOURTH: Persons of any race, religion and of either sex will be entitled to all of the rights and privileges, programs, and activities generally made available to participants in the Corporation, its programs and activities. The Corporation will not discriminate on the basis of race, color, religion, creed, national origin, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language, or academic achievement in administering its policies or programs.

FIFTH: The Corporation will have no members.

SIXTH: No part of the net earnings of the Corporation will be distributed to or inure to the benefit of its Board of Trustees, officers, or other private persons, except that the Corporation will be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD herein. No substantial part of the Corporation's activities will consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation will not campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation will not carry on any activities not permitted to be carried on (1) by an organization exempt from federal income tax under Section 501(c)(3) of the Code, or (2) by an organization, contributions to which are deductible under Section 170(c)(2) of the Code, or (3) by an organization formed pursuant to the Charter.

In the event of dissolution of the Corporation, none of its assets will be distributed except to any organization qualifying as a tax-exempt charitable, educational, or scientific organization under applicable federal revenue statutes.

FILE
AUG 14 2003

SEVENTH: The Board of Trustees of the corporation will be the same as the Board of Trustees described in the bylaws. A statement as to the manner in which Trustees will be elected or selected will be provided by the bylaws of the Corporation.

There will be three (3) trustees of the Corporation, but that number may be changed by amendment to the bylaws. A majority of the trustees will be residents of the District of Columbia and at least two of the trustees will be parents or guardians of children attending the Euphemia L. Haynes Public Charter School. The election or selection of parent/guardian trustees will be conducted on the earliest practicable date after classes at the school have commenced. A simple majority of the number of trustees, as that number may be amended by the bylaws, will constitute a quorum for conducting business. The Board of Trustees may also include any number of ex-officio members who may serve as elected or selected by the Board of Trustees. The initial Board of Trustees of the Corporation, who will serve as trustees until the first annual meeting or until their successors are elected and will qualify are:

Jennifer Niles 1650 Harvard Street, Apt. 708, Washington, DC 20009
Jacquelyn Davis 1745 Q Street, NW, Washington, DC 20009
James H. Shelton, III 469 Florida Avenue, NW, Washington, DC 20001

EIGHTH: The initial registered agent of the Corporation is Jennifer Niles, a resident of the District of Columbia. The initial registered office of the Corporation is c/o Jennifer Niles, 1650 Harvard Street, Apartment 708, Washington, DC 20009.

NINTH: Meetings of the Board of Trustees may be held within or without the District of Columbia as the bylaws of the Corporation provide. The books for the Corporation may be kept (subject to any provision contained in the laws of the District of Columbia and the Charter) inside or outside the District of Columbia at such place as may be designated from time to time by the Board of Trustees or in the bylaws of the Corporation.

TENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in these articles of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the trustees and officers herein are granted subject to this reservation.

ELEVENTH: The name and address of each incorporator of the Corporation is:

Jacquelyn Davis 1745 Q Street, NW, Washington, DC 20009
Jennifer Niles 1650 Harvard Street, Apt. 708, Washington, DC 20009
James H. Shelton, III 469 Florida Avenue, NW, Washington, DC 20001

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation on the 30 day of May 2003.

Jennifer Niles (SEAL)
Jennifer Niles

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA)

ss: 042-70-0563

I hereby certify that on this 30th day of May 2003, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Jennifer Niles, who signed the foregoing documents as an incorporator, and has averred that the statements therein contained are true.

WITNESS, hand and notarial seal this 30th day of May 2003.

[Signature]
Notary Public
My commission expires: 5/31/06

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation on the 30th day of May 2003.

James H. Shelton, III (SEAL)
James H. Shelton, III

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA)

ss:

I hereby certify that on this 30th day of May 2003, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared James H. Shelton, III, who signed the foregoing documents as an incorporator, and has averred that the statements therein contained are true.

WITNESS, hand and notarial seal this 30th day of May 2003.

[Signature]
Notary Public
My commission expires: 5/31/06

**AMENDED AND RESTATED BYLAWS
OF EUPHEMIA L. HAYNES PUBLIC CHARTER SCHOOL**
A District of Columbia Nonprofit Corporation
(Ratified, Approved, and Adopted by the Board of Trustees on
March 21, 2019)

ARTICLE I – General Provisions

Section 1.01 Charter The Corporation shall be operated in a manner consistent with the Charter granted to the Corporation pursuant to DC Code 38-1802.03.

Section 1.02 Registered Office The Corporation shall maintain a registered office within the District of Columbia at such place as the Board of Trustees may designate.

Section 1.03 Other Offices The Corporation may also have offices at such other places both within and without the District of Columbia as the Board of Trustees may from time to time determine or the business of the Corporation may require.

ARTICLE II – Name and Purposes of the Organization

Section 2.01 Name The name of this organization shall be Euphemia L. Haynes Public Charter School, Inc. (hereinafter “the School”).

Section 2.02 Nonprofit Purposes This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 510(c)(3) of the Internal Revenue Code.

Section 2.03 Educational Purposes The purposes of the Corporation are described in the Articles of Incorporation and the Charter Proposal.

ARTICLE III – Board of Trustees

Section 3.01 General Powers The affairs of the Corporation shall be managed by its Board of Trustees in compliance with the law, the Articles of Incorporation, the Charter, and these Bylaws. The Board may delegate the management of the corporation’s activities to any person(s), provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral, or delegation of authority by the Board or anyone acting

under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral, or delegation at any time. All trustees shall have identical rights and responsibilities. All trustees shall serve the School with the highest degree of moral character, duty, loyalty and care, shall undertake no enterprise to profit personally from their position with the School, and shall abide by all applicable School policies and procedures.

Section 3.02 Specific Powers Without prejudice to its general powers set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- a. To select and remove the Chief Executive Officer of the School and to provide counsel on the selection and removal of other senior administrators, for instance, a principal;
- b. To manage and govern the affairs and activities of the School and to make such rules and regulations therefore which are not inconsistent with the law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;
- c. To acquire real property for use as the School's facilities, from public or private sources;
- d. To receive and disburse funds on behalf of the School for Corporate purposes;
- e. To secure appropriate insurance and to make contracts and leases, including agreements to procure or purchase services, equipment, and supplies;
- f. 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;
- g. To solicit and accept any grants or gifts for the School's purposes, provided the School shall not accept any grants or gifts subject to any condition contrary to law or contrary to its Charter;
- h. To sue and be sued in the Corporation's own name; and,
- i. To carry out such other duties as are described in the Charter granted by the eligible chartering authority, including the submission of an annual report on the extent to which the School is meeting its mission and goals.

Section 3.03 Number and Qualifications of Trustees The School shall be governed by a self-perpetuating Board of Trustees consisting of not less than five (5) and not more than fifteen (15), as may be fixed from time to time by resolution of the Board of Trustees, and consisting of an odd number at all times for voting purposes. To effectuate the preceding provision, at any time when the Board is comprised of an even number of trustees, the chair shall designate the most junior non-officer trustee, or one among the most junior non-officer trustees, as a nonvoting trustee until such time as the Board is comprised of an odd number of trustees. The Board of Trustees shall include at least two parents of students attending the School. The majority of Trustees shall be residents of Washington, DC. If a DC resident trustee anticipates relocating outside the District of Columbia or has done so, or the child of a parent trustee is expected to graduate or otherwise leave the School or has done so, and either such action will cause or has caused the Board to be in noncompliance with the parent trustee or DC residency requirements stated herein, then the Board shall take such action as is necessary to prevent such noncompliance from occurring, or to restore compliance as soon as reasonably possible, including accepting the resignation of the trustee involved, or requiring his or her removal from the Board if a resignation is not forthcoming, and electing a successor trustee.

Section 3.04 Election and Term of Trustees As of October 27, 2016, trustees shall be elected for an initial term of three years, and service as a trustee shall be subject to term limits as follows. Trustees shall be eligible for reelection and shall be permitted to serve for two consecutive three-year terms. A trustee who has served for two consecutive three-year terms shall be eligible for reelection and to return to the Board after an absence of at least one year. A trustee's term ordinarily shall start on July 1 and end on June 30. If a trustee joins the Board on a different date, the trustee's first three-year term shall be deemed to start on the following July 1 for purposes of applying the term limits provisions, and shall end on June 30 three years hence. Notwithstanding the term limits provisions stated herein, any trustee's period of service may be extended for good cause, as determined and approved by a majority of other trustees, without requiring amendment of these bylaws. No single term will exceed five years. Such good cause may include, but shall not be limited to, providing for a smooth transition to the term limits provisions stated herein, maintaining a full complement of trustees pending election of successor trustees, maintaining necessary expertise on the Board, and providing continuity of Board leadership. The term applicable to each Trustee shall be specified in the resolution electing the Trustee. A Trustee whose term is expiring may vote with the other Trustees in the election of his or her successor. A Trustee whose term is expiring or has expired in the past shall be eligible to be reelected subject only to the term limits provisions stated herein. The Board may elect or appoint any person who it believes will serve the interests of the School faithfully and effectively. The Chief Executive Officer shall not be a trustee.

Section 3.05 Vacancies, Resignation, and Removal of Trustees Any vacancy occurring in the Board of Trustees and any seat on the Board to be filled by reason of an increase in the number of Trustees may be filled by the affirmative vote of a majority of the Trustees in office, though less than a quorum of the Board of Trustees, or by a sole remaining Trustee. Any Trustee may resign at any time by giving written notice to the Board Chairperson, the Secretary, or the Board. Such notice shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective. Any Trustee may be removed at any time, with or without cause, by a two-thirds vote of all other members of the Board of Trustees.

Section 3.06 Compensation and Expenses The Board of Trustees shall serve in their capacity as Trustees or committee members without compensation. The Trustees may be reimbursed for reasonable expenses, if any, incurred in carrying out the purposes of the School, as long as any such payment is approved in advance by the majority of the Trustees. The Board of Trustees shall have the power and authority, in its discretion, to contract for and to pay Trustees compensation for unusual or special services rendered to the School, provided, that any such compensation shall be reasonable and appropriate to the value of the services rendered by the Trustees, and further provided that any such payment shall be disclosed to the Board of Trustees.

Section 3.07 Conflicts of Interest The Board of Trustees shall adopt a Conflict of Interest Policy to set forth a Trustee's duties to disclose and address any actual or apparent conflict of interest. Each Trustee must review and agree in writing to the policy annually.

Section 3.08 Interested Parties Not more than 49% of the persons serving on the Board may be interested persons. An "interested person" is any director, principal officer, or member of a committee with Board delegated powers who has direct or indirect financial interest in any activities of the School or Corporation. Furthermore, an interested person is (1) any person currently being compensated by, or who is seeking compensation from, the School for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employees, independent contractor or otherwise; or (2) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law of any such person.

Section 3.09 Nonliability of Trustees The trustees shall not be personally liable for the debts, liabilities or other obligations of the School or Corporation.

ARTICLE IV - Board of Trustees Meetings

Section 4.01 Annual and Regular Meetings There shall be an annual meeting of the Board of Trustees which shall be held in the last quarter of the fiscal year

at a date, time and place fixed by the Board, for the election of officers and trustees and for the transaction of such other business as may properly come before the Board at the meeting. In addition to the annual meeting, the Board of Trustees shall meet at least four other times each year, with the specific dates and times to be selected by the Chairperson. Other regular meetings may be held as required. During any meeting of the Board, Trustees may meet in executive session, limited to voting members of the Board of Trustees. The executive session shall be used to protect student, family, or staff confidentiality; to receive legal advice; and for other sensitive matters, including the evaluation, discipline, or compensation of the Chief Executive Officer. The Board of Trustees may invite the Chief Executive Officer and other specific attendees to participate in executive session.

Section 4.02 Special Meetings The majority of Trustees or the Chairperson or the Secretary upon the request of any other trustee may call a special meeting for any purpose at any time.

Section 4.03 Notice of Meeting Written notice of the time, date and place of each meeting of the Trustees shall be given to each Trustee by the Chairperson, or his or her designee, at least forty-eight

(48) hours in advance. Notice of annual and regular meetings need not state specifically the business to be conducted at the meeting. Notice of a special meeting shall be provided by the trustee(s) who call for the meeting and such notice shall state the specific purpose of the special meeting and shall conform to the requirements for notice and waiver of notice set forth in these bylaws. Special meetings of the Board of Trustees may be held without written notice, provided all the Trustees are present or waive notice thereof before or after the meeting in writing or by email that is filed with the records of the meeting.

Section 4.04 Waiver of Notice of Meeting Meetings may be held without notice if all the Trustees are present in person or by proxy, or if notice is waived in writing or by email by those not present, either before or after the meeting.

Section 4.05 Quorum A simple majority of Trustees in office shall constitute a quorum for the transactions of any business. If a quorum is present, a majority vote of Trustees who are present shall be an act of the Board of Trustees, except where the act of a greater number is required by these Bylaws, the Articles of Incorporation or provisions of statute. In the event that an even number of Board or committee members are present during a meeting when a vote is taken, a majority shall mean one-half of the number of persons voting plus one.

Section 4.06 Action Without Meetings and Telephone Meetings Any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by email

and such consent if filed with the minutes of the proceedings of the Board or committee. Members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment provided all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 4.07 Voting Every Trustee has the right to participate in the deliberations and to vote on all issues before the Board, except:

- (1) No Trustee shall discuss or vote on any matter involving (a) a self-dealing transaction,
(b) conflict of interest or (c) indemnification of that Trustee.

ARTICLE V – Officers of the Board

Section 5.01 Officers The officers of the corporation shall be a Chairperson, Vice-Chairperson, Secretary, Treasurer and such other officers as may be elected in accordance with the provisions of this article.

Section 5.02 Election and Term of Office Board members will be elected to office by a majority of the quorum present. Trustees serve in their office for a one-year term. Subject to the term limits provisions contained herein, Trustees may serve in a single office for an unlimited number of terms if elected.

Section 5.03 Resignation and Removal Any officer may resign at any time by giving written notice to the Chairperson, Secretary, or the Board. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified in the notice. Unless stated in the notice, acceptance of a resignation shall not be necessary to make it effective. Any officer elected or appointed by the Board of Trustees may be removed by affirmative vote of a majority of the Trustees in office whenever in its judgment the best interest of the School would be served thereby. Such removal may be executed only after reasonable notice and opportunity to be heard.

Section 5.04 Vacancies A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Trustees for the unexpired portion of the term. In the event of a vacancy in any office other than that of the Chairperson, such vacancy may be filled temporarily by appointment by the Chairperson until such time as the Board shall fill the vacancy. Vacancies occurring in offices appointed at the discretion of the Board may or may not be filled, as the board shall determine.

Section 5.05 Duties of Chairperson Subject to Board control, the Chairperson has general supervision, direction, and control of the affairs of the School, and

such other powers and duties as the Board may prescribe. If present, the Chairperson shall preside over the Board meetings.

Section 5.06 Duties of Vice-Chairperson In the absence of the Chairperson or in the event of the Chairperson's inability to act, the Vice-Chairperson shall perform the duties of the Chairperson and when so acting shall have all the powers of, and be subject to, all the restrictions upon the Chairperson. The Vice-Chairperson shall perform such other duties and have such other powers as the Board or, if authorized by the Board to do so, the Chairperson may from time to time prescribe.

Section 5.07 Duties of Secretary

The Secretary shall:

- a. Keep or cause to be kept, at the School's principal office, or such other place as the Board may direct, a book of minutes of all meetings of the Board and Board Committees either electronic or in hard copy, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings;
- b. Keep or cause to be kept a copy of the School's Articles of Incorporation and bylaws, with amendments;
- c. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
- d. Be custodian of the records and of the seal of the School and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the School. When so affixed, the seal may be attested by the signature of the Secretary. The Board also may give general or specific authority to any other officer to affix the corporate seal and attest thereto. The Secretary also may attest all instruments signed on behalf of the School or Corporation by the Chairperson or Vice-Chairperson;
- e. Exhibit at all reasonable times to any Trustee, or to his/her agent or attorney, on request therefor, the bylaws and the minutes of the proceedings of the Board or committees of the School;
- f. In general, have such other powers and perform such other duties incident to the office of Secretary or as the Board may prescribe, or as may be required by law, by the Articles of Incorporation, or by these bylaws.

Section 5.08 Duties of the Treasurer

The Treasurer shall:

- a. Keep or cause to be kept adequate and correct accounts of the School's properties, receipts and disbursements;
- b. Make the books of account available at all times for inspection of any Trustee;
- c. Deposit or cause to be deposited the School's monies and other valuables in the School's name and to its credit, with the depositories the Board designates;
- d. Disburse or cause to be disbursed the School's funds as the Board directs;
- e. Render to the Chairperson and the Board, as requested but no less frequently than once every fiscal year, an account of the School's financial transactions and financial condition;
- f. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports, and submit or cause to be submitted financial reports, as required, to the charter authority;
- g. Prepare any reports on financial issues required by an agreement on loans, and;
- h. In general, have such other powers and perform such other duties incident to the office of Treasurer or as the Board may prescribe, or as may be required by law, by the Articles of Incorporation, or by these bylaws.

ARTICLE VI – ADMINISTRATIVE OFFICERS

The Chief Executive Officer shall be an officer of the School, shall be appointed by the Board and shall serve at the pleasure of the Board and shall receive such compensation as the Board may direct. The Chief Executive Officer shall be responsible for the effective administration of the School, subject to the authority granted by the Board. The Chief Executive Officer shall conduct general management of all academic and administrative operations of the School. The Chief Executive Officer shall have full authority to prescribe and direct the course of study, the discipline to be observed in the School and the assessment of student performance in consultation with the Board and shall be responsible for

all required reporting to the District of Columbia. The Chief Executive Officer shall employ and discharge all personnel, prescribe their duties and terms of office, shall set their salaries within the minimum and maximum limits established by the Board, and shall ensure that annual reviews are conducted for all personnel.

ARTICLE VII - Committees

Section 6.01 Committees of Trustees The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may establish such committees as are deemed desirable, each of which shall consist of two or more Trustees appointed by the Chairperson, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Trustees, in the management of the School, provided, however, that no such committee shall have any power prohibited by law or the power:

- a. To change the principal office of the school;
- b. To repeal, amend, or authorize the amendment of these Bylaws;
- c. To elect officers required by law or these Bylaws to be elected by the Trustees, to fill vacancies in any such office or to supervise the performance of the Chief Executive Officer;
- d. To change the size of the Board of Trustees or to fill vacancies in the Board of Trustees;
- e. To remove officers or Trustees from office;
- f. To authorize a sale or other disposition of all or substantially all the property and business of the School; or
- g. To authorize the liquidation or dissolution of the School.
- h. To relieve Trustees of their liability;
- i. To delegate to a committee the authority to authorize distributions;
- j. To place something before the members for a vote.

Each member of a committee shall hold office until the next annual meeting of the Board (or until such other time as the Board of Trustees may determine, either in the vote establishing the committee or at the selection of such member) and until such member's successor is elected and qualified, or until such member sooner dies, resigns, is removed, or is replaced by change of membership, or becomes disqualified by ceasing to be a Trustee, or until the committee is sooner abolished by the Board of Trustees.

The Board Chairperson shall appoint the chairperson of each committee. The Board Chairperson shall have authority to appoint as members of any Board committee persons who are not trustees. Committee members shall maintain minutes of each meeting and shall file copies of the minutes with the Secretary. Unless otherwise specified in a resolution of the Board, a majority of the trustee members of a committee shall constitute a quorum for the conduct of business, each trustee member of the committee shall have one vote, and the affirmative vote of a majority of the trustee committee members who are present at any meeting at which there is a quorum shall be an act of the committee. Each committee chairperson shall be responsible for ensuring that all committee members receive adequate advance notice of each committee meeting.

ARTICLE VIII – BOARD OF ADVISORS

The Board of Trustees may appoint individuals to serve as a Board of Advisors to the Board of Trustees. The purpose of the Board of Advisors shall be serve the School in such ways as may be specified by the Board of Trustees, and the Board of Advisors shall have such specific functions and responsibilities as shall be determined by the Board of Trustees. However, the Board of Trustees may not delegate any of its power, authority or functions to the Board of Advisors.

The Chairperson shall appoint members of the Board of Advisors. The Executive Committee shall be consulted prior to each appointment. The full Board of Trustees shall be informed but no vote shall be required. The Board of Advisors shall be comprised primarily of former board members who are able and wish to remain active in the life of the school. The Board of Advisors also may include persons who have not previously served as a trustee, where such persons have expertise or experience of particular interest to the Board of Trustees, and where such persons are able to meet the expectations stated herein for service on the Board of Advisors.

Members of the Board of Advisors in most cases shall be expected to serve on and participate in the activities of at least one Board committee, including attendance at committee meetings. Members of the Board of Advisors shall be invited to attend regularly scheduled Board meetings and all School events to which trustees are invited, but such attendance shall not be required.

Members of the Board of Advisors shall be appointed for two-year terms and shall not be subject to term limits. No limit shall be set on the size of the Board of Advisors, but the intent is to have a Board of Advisors that is manageable in size, smaller than the Board of Trustees, and comprised entirely of members who remain active in the life of the school and are committed to supporting the mission of the school and the work of the trustees. Persons who are not able to

meet the expectations of serving on the Board of Advisors shall not be reappointed.

Members of the Board of Advisors shall not have voting authority on any issue, shall not be entitled to compensation for the performance of their duties as members of the Board of Advisors, but may be reimbursed for expenses incurred in the performance of those duties in the same manner and under the same circumstances as apply to trustees. Members of the Board of Advisors shall be subject to the same conflict of interest provisions that apply to trustees.

ARTICLE VII – Fiscal Year

Section 7.01 The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE VIII – Amendments to Bylaws

Section 8.01 These foregoing bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of two-thirds (2/3) of the Trustees in office, provided that prior notice has been given to all Board Trustees in accordance with the notice provisions set out in Article IV herein.

ARTICLE IX - Internal Revenue Code Requirements

Section 9.01 As a publicly supported corporation organized and operated exclusively for charitable purposes as defined in Section 501(c)(3) of the Internal Revenue Code, the following restrictions and conditions are mandatory:

- a. No part of the net earnings shall inure to the benefit of private persons, except that the School shall be authorized to pay reasonable compensation.
- b. No substantial part of its activities shall consist of attempts to influence legislation by propaganda or otherwise, and the corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public office.
- c. In accordance with the rules set forth in DC Code 38-1802.13a, upon dissolution, the remaining assets of the School shall be disposed of exclusively to organization qualified under Section 501(c)(3) of the Internal Revenue Code.
- d. The corporation will be dissolved if the school's charter has (1) been

revoked by the District of Columbia Public Charter School Board (“PCSB”); (2) not been renewed by PCSB; or (3) has voluntarily been relinquished by the Board.

ARTICLE X – Indemnification

Section 10.01 Authority to Indemnify To the fullest extent permitted by law, the Corporation shall indemnify any present or former Trustee or officer, and may, by resolution of the Board of Trustees, indemnify any employee against expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the individual so indemnified in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to which he or she may be or is a party by reason of having been such Trustee, officer, or employee.

Section 10.02 Expenses of Indemnity Before the final disposition of any action, suit, or proceeding referred to in this Article, the Corporation shall pay the reasonable expenses incurred by any present or former Trustee or officer seeking indemnification in defending a civil or criminal action, suit, or proceeding, upon receipt by the Corporation of an undertaking by or on behalf of such individual to repay such amount if it shall be ultimately determined that he or she is not entitled to such indemnification. Such expenses incurred by employees and agents of the Corporation may also be paid upon such terms and conditions as the Board deems appropriate.

Section 10.03 Scope of Indemnity The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such Trustee, officer or employees may be entitled under any statute, Bylaw, agreement, vote of the Board of Trustees, or otherwise.

Section 10.04 Liability Insurance Except as may be otherwise provided under provisions of law, the Board of Trustees may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a Trustee, officer, employee or other agent of the corporation) against liabilities asserted against or incurred by the agent in such capacity of arising out of the agent’s status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

ARTICLE XI – Other Provisions

Section 11.01 Checks, Notes and Contracts The Board of Trustees shall determine those persons authorized on the Corporation’s behalf to sign checks, drafts or other orders for payment of money; to sign acceptances,

notes, or other evidence of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

Section 11.02 Deposits All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Trustees may select.

Section 11.03 Books and Records The Corporation shall keep at its principal office in the District of Columbia: (1) correct and complete books and records of account, and (2) minutes of the proceedings of the Board of Trustees and any committee having any of the authority of the Board.

Section 11.04 Inspection Rights Every Trustee shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records and

properties of the Corporation as may be required under the Articles of Corporation, other provisions of these Bylaws, and provisions of law.

Article XII – Nondiscrimination

Section 12.01 In accordance with Title VI of the Civil Rights Act of 1964 (“Title VI”), Title IX of the Education Amendments of 1972 (“Title IX”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Age Discrimination Act of 1975 (“The Age Act”), and the District of Columbia Human Rights Act of 1977, applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with E.L. Haynes are hereby notified that E.L. Haynes does not discriminate on the basis of race, color, national origin, sex, age, disability, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, source of income, status as a victim of interfamily offense, or place of residence or business in admission or access to, or treatment or employment in, its programs and activities.

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

Euphemia L. Haynes Public Charter School ("E.L. Haynes 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, E.L. Haynes 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, E.L. Haynes 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.

E.L. Haynes 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. E.L. Haynes 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.

E.L. Haynes 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. E.L. Haynes 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 E.L. Haynes PCS serves food, the school will maintain proper licenses from the DC government and applicable agencies therein.

Attachment D

Assurance to Maintain Accreditation

Euphemia L. Haynes 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 Euphemia L. Haynes Public Charter School (“E.L. Haynes PCS”) will be “at will” employees. The following is a sample of the signature page from the E.L. Haynes PCS Employee Handbook where employees will sign acknowledging receipt of the Handbook and their understanding of their “at-will” status.

I acknowledge that I have received a copy of the Personnel Policy, and I understand that it is my responsibility to read and comply with the policies contained in the Personnel Policy and any revisions made to it. I further acknowledge that the Personnel Policy supersedes all prior oral or written statements by E. L. Haynes Public Charter School concerning its employment policies, guidelines and benefits.

I understand and agree that E. L. Haynes Public Charter School reserves the right to change, modify, or delete any of the information, policies, and benefits described in the Personnel Policy at any time, with or without notice, except to the policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only E. L. Haynes Public Charter School has the ability to adopt any revisions to the policies in this Personnel Policy.

I acknowledge that the Personnel Policy contains E. L. Haynes Public Charter School's Family and Medical Leave policy. I understand that the policy advises me of the steps the company has taken to comply with the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*, and the D.C. Family and Medical Leave Act of 1990, D.C. Code § 32-501, *et seq.*, as well as my rights and obligations under those laws. I also understand that I may contact E. L. Haynes Public Charter School's Chief Executive Officer or Principal for further information about E. L. Haynes Public Charter School's Family and Medical Leave policy.

Furthermore, I understand and agree that this handbook is neither a contract of employment nor a legal document, and my employment with E. L. Haynes Public Charter School is at-will and of no definite duration. **Nothing contained in the Personnel Policy or any oral representations alter the at-will status of this employment relationship.**

I also understand that E. L. Haynes Public Charter School reserves the right to modify or alter my position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification or reassignment. I further understand that no express or implied promise or guarantee with regard to the duration of my employment, wages or benefits is binding upon E. L. Haynes Public Charter School unless made in writing and duly executed by the Board of Trustees of the E. L. Haynes Public Charter School and explicitly and specifically identified as an employment agreement or contract.

The Personnel Policy describes important information about my employment with E. L. Haynes Public Charter School and I understand that if I have any questions regarding any materials contained in, or not answered by, the Personnel Policy, I should consult with the Chief Executive Officer or Principal.

Employee Name (please print): _____

Employee Signature: _____

Date: _____

Attachment F

Pre-Opening Visit Checklist (New Campus or Facility) – E.L. Haynes Public Charter School

Reviewer Name:

Review Date:

School Opening Date:

Location:

**Items should be uploaded into Epicenter*

Governance and Management

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Leadership roles have been filled.	<ul style="list-style-type: none">Organizational Chart with namesContracts, including position description	

Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or ELL teachers.	<ul style="list-style-type: none">Staffing planTeacher roster	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none">Staff position descriptions	
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">Employee Handbook.*Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.)	
There is documentation that background checks for all staff have been completed (within the past two years)	<ul style="list-style-type: none">Background check clearances*	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Plan for when teachers are absent	<ul style="list-style-type: none"> • Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.) 	

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"> • Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening 	
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"> • School calendar— includes 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days* • Class Schedules • Copy of parent/student/family handbook, or resource in which calendar was printed 	
Provisions have been made for assessing and serving students with disabilities.	<ul style="list-style-type: none"> • Evidence that needed staff is on board to provide specialized instruction or related services, or evidence that services have been contracted 	

Students and Parents

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> • Student rosters/records are on file and accessible to teachers for planning 	
Valid proof of DC residency is on file for each student.	<ul style="list-style-type: none"> • 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 	
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> • 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) • Evidence that the records of students with disabilities are kept in a secure location • Evidence that parents or adult students have been provided with notice of their rights under FERPA 	

Operations

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

Facilities, Furnishings and Equipment

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

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
technologies, is installed and ready to operate.	equipment is installed and is ready (or will be ready) to operate by the first day of school	
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> • 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* 	
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"> • Certificates of insurance on file at school with coverage in accordance with their charter. * 	
ADA Compliance	<ul style="list-style-type: none"> • 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.) 	

Overall Notes:

Attachment G

Insurance Requirements

Euphemia L. Haynes Public Charter School will maintain the necessary insurance as determined by the Board of Trustees. Euphemia L. Haynes 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	\$5,000,000
Directors and Officers Liability	\$3,000,000 combined
Educators' Legal Liability	\$3,000,000 combined
Property Lease Insurance	\$3,000,000
Workers' Compensation	500/500/500
Boiler and Machinery Insurance	Replacement Cost
Auto Liability	\$1,000,000 Non-Owned/Hired
Computer/technology insurance	Replacement Cost

Attachment H

Key Personnel Positions

Chair of Board of Trustees

Chief Executive Officer

Chief Academic Officer

Chief Operating Officer

Attachment I

E.L. Haynes Graduation Requirements

Every E.L. Haynes student of every race, socioeconomic status, and home language will reach high levels of academic achievement and be prepared to succeed at the college of his or her choice. Every E.L. Haynes student will be adept at mathematical reasoning, will use scientific methods effectively to frame and solve problems, and will develop the lifelong skills needed to be successful individuals, active community members, and responsible citizens.

The graduation requirements of E.L. Haynes High School are in concert with those maintained by the District of Columbia with additional requirements as established by the E.L. Haynes instructional leadership team. Students must earn at least twenty-four (24) credits to graduate. One-semester classes generally receive 0.5 credit and two semester classes (e.g. English or Math) generally receive 1.0 credit.

The credit distribution is as follows:

Subject Area	Requirements	Total Credits
English	Four (4.0) core credits	4
Math	Four (4.0) core credits including Algebra I, Geometry, and Algebra II ¹	4
Science	Four (4.0) core credits including three (3) lab sciences, including Biology	4
Social Studies	Four (4.0) core credits including World History, U.S. History, D.C. History, and Government	4
Art	One half (.5) credit	.5
Electives	Three and one-half (3.5) credits ²	3.5
Health & Fitness	One and one-half (1.5) credits ³	1.5
Music	One half (.5) credit	.5
World Language	Two (2.0) credits	2
	TOTAL	24

¹ All courses for Mathematics credit must be at least as difficult as Algebra I.

² Credits earned over the minimum in other areas can be applied to the elective requirements.

³ Students who play a team sport can earn up to 0.5 credit toward health/fitness credits for participation in a sport.

In addition to the course requirements, all students are required to successfully complete **one hundred (100) hours** of school-approved community service by graduation. Students must submit documentation of community service to the registrar to be tracked for graduation.

E. L. Haynes Public Charter School

CERTIFICATE OF COMPLETION

Graduation Requirements

Special education students who are *not* working toward a high school diploma may receive a Certificate of Completion upon graduation from high school. The intent of the Certificate of Completion is to award a document to a special education student who completes the public education program as prescribed in their IEP. Students are awarded this certificate as a part of the high school graduation ceremony. No distinction is made between students receiving a diploma versus those receiving a certificate. Students may fully participate in all graduation activities.

E. L. Haynes Public Charter School has established criteria for students to receive a Certificate of Completion. A Certificate of Completion is earned by special education students who have mastered their IEP goals, completed high school coursework, but have not completed the requirements for a standard high school diploma. To earn a Certificate of Completion, students must earn 24.0 credits in specialized courses.

Graduation requirements must be fully delineated in the IEP and mirror the expectations for earning a high school diploma with regard to attendance and credits. These requirements and expectations must be made clear to the student and their parents at the eighth grade annual IEP meeting or within the first month of the ninth grade school year. The decision to allow a student to pursue a standard High School Diploma or a Certificate of Completion may be changed at any time to align with a student's progress. If the student is 20 years old or younger and 5 credits away from completing a standard Team High School Diploma, a Certificate of Completion is not an option. Goals and objectives are documented in the Quarterly Progress Reports. Students working toward a Certificate of Completion have specific graduation requirements in their IEP beginning in their freshman year and continuing through their senior year.

Subject Area	Credits
Electives <i>(students enrolled in general education electives will receive modified course work, grades, and expectations)</i>	5.5
English	4
Health and Physical Education <i>(modified course work, grades, and expectations)</i>	1.5
Math	4
Science	4
Social Studies	4
Transition	1
TOTAL	24