

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

YOUTHBUILD DC PUBLIC CHARTER SCHOOL, INC.

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## CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2020 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and YOUTHBUILD DC PUBLIC CHARTER SCHOOL, INC., 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 YouthBuild DC Public Charter School, Inc. (“**Board of Trustees**”) for the establishment of a public charter school, effective on May 25, 2005;

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

**WHEREAS**, the School Corporation submitted an application for charter renewal in accordance with § 38-1802.12 of the Act (“**Application**”) on December 16, 2019;

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

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

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

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

## **SECTION 1. 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 changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall provide DC PCSB a written request for approval for any proposed material changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

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

## **SECTION 2. EDUCATIONAL PROGRAM**

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

**A.** The School Corporation shall operate the School in accordance with its mission statement: YouthBuild Public Charter School (YBPCS) is an alternative high school for young people seeking to transform their lives by re-engaging in their education in a non-traditional school environment. YBPCS prepares students for postsecondary education and the workplace by offering, in English and Spanish, academic, vocational and workforce development programs. YBPCS believes that service to the community is an essential part of the transformative process. Therefore, students serve their community through volunteer projects and by creating housing for low-income residents in the Washington, DC metropolitan area.

**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 122 students between the ages of 16 and 24 who are preparing for their GED. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. "**Academic Year**" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall serve 122 total students.

#### **SCHEDULE I. Maximum Enrollment Schedule**

<b>School Year</b>	<b>2019-20 and Beyond</b>
LEA Total	122

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

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

**A.** The School Corporation's goals and academic achievement expectations, to be assessed annually by campus, are as follows:

For SY 2020-21 and beyond, each year, the school will:

1. 50% of Pre and Post Test ABE and ESL students' scores will increase by one or more National Reporting System - Educational Functioning Levels by the end of the program year.
2. 65% (+/- 2 percentage points) of test takers who earn a "Likely to Pass" on the GED Ready exam in a subject area will earn a passing score on the GED Exam in that subject area.
3. The percent of exiting students who enter employment or enter post-secondary education, first quarter after exit will be at least 48.8%.
4. The percent of exiting students who retain employment or enter post-secondary education, third quarter after exit will be at least 59.3%.
5. The in-seat attendance (ISA) rate for YouthBuild DC PCS will be at least 62.8%.
6. The YouthBuild DC PCS persistence rate will meet or exceed 60.0% each year.

**Metrics and Business Rules.** The following metrics and business rules will be used to calculate whether the School Corporation has met its goals and academic achievement expectations.

SY 2020-21 and Beyond Goals	Metric	Business Rules
1. 50% of Pre and Post Test ABE and ESL students' scores will increase by one or more National Reporting System ("NRS") Educational	<p><b>Numerator</b> # of student scores in math and/or reading improving by one or more NRS Educational Functioning Levels (EFL)</p> <p><b>Denominator</b> Total number of pre- and post-tests of CASAS scores in English</p>	- Only scores for students who take the CASAS pre-test and post-test are included in the calculation for CASAS scores with the exception being students who take and pass the GED subject test in that area (see below).



SY 2020-21 and Beyond Goals	Metric	Business Rules
<p>Functioning Levels ("EFL") by the end of the program year.<sup>1</sup></p>	<p>Language Arts ("ELA") and math</p> <p><b>Plus</b></p> <p><b>Numerator</b> # of student scores in ESL improving by one or more EFLs as measured by the TABE Class E</p> <p><b>Denominator</b> Total number of ESL pre &amp; post-tests as measured by the TABE Class-E</p> <p><b>*100</b></p>	<ul style="list-style-type: none"> <li>- Only scores for students who take the pre- and post-ESL test are included in the calculation for ESL scores</li> <li>- The participation rate for the pretest for this goal must be 85% of the official school enrollment. If the school does not have at least an 85% participation rate, this goal will be deemed unmet.</li> </ul> <p><i>Per PMF business rule change</i></p> <p>Students are counted as meeting the student progress metric when:</p> <ul style="list-style-type: none"> <li>- Their post-test ABE or ESL EFL is greater than their pre-test ABE or ESL EFL, OR</li> <li>- They pass the GED Subject test during the program year and they do not post-test after passing said GED subject test.</li> </ul>

<sup>1</sup> YouthBuild DC PCS will renegotiate this goal with DC PCSB staff when one full school year of baseline data is available and in accordance with DC PCSB's [Charter Amendments for Revised Goals and Academic Achievement Expectations](#).

SY 2020-21 and Beyond Goals	Metric	Business Rules
<p>2. 65% (+/- 2 percentage points) of GED Ready test takers who earn a “Likely to Pass” on the General Educational Development (“GED”) Ready exam in a subject area will earn a passing score on the GED Exam in that subject area.</p>	<p><b>Numerator:</b> The number of passing GED scores in reading, math, Social Studies or Science in the program year regardless of whether the student was enrolled at YouthBuild PCS at the time of taking the exam during that program year.</p> <p><b>Denominator:</b> The number of scores in the “Likely to Pass” range for reading, math, Social Studies or Science.</p> <p><b>*100</b></p>	<ul style="list-style-type: none"> <li>- Each student’s score only counts once for each subject area.</li> <li>- Each student only counts in the program year for which he/she took the GED Ready Exam at YouthBuild PCS.</li> <li>- A score will only be counted if it is at the GED “Likely to Pass” range as specified by the GED for each subject area.</li> <li>- A student may count for one subject area only (e.g. Student X may have a GED Ready “Likely to Pass” score for mathematics and a passing score on the GED for mathematics. Student X does not have a “Likely to Pass” score on the GED Ready for Language Arts. Student X mathematics score counts in the numerator and denominator).</li> <li>- Students may re-take the GED more than once to earn a passing score in the numerator.</li> <li>- Students who do not have a GED Ready “Likely to Pass” score</li> </ul>

SY 2020-21 and Beyond Goals	Metric	Business Rules
		and a GED score in a subject will not be included in the numerator or denominator
<p>3. The percent of exiting students who enter employment or enter post-secondary education, first quarter after exit will be at least 48.8%.</p> <p>This represents the Tier 1 cut-off for this measure based on the 2015-16 Adult Education PMF business rules.</p>		<p>This goal will follow the AE PMF business rules in the PMF Technical Guide and Policy for the given year. The school agrees to use the most recent business rule as per the Guide.</p>

SY 2020-21 and Beyond Goals	Metric	Business Rules
<p>4. The percent of exiting students who retain employment or enter post-secondary education, third quarter after exit will be at least 59.3%.</p> <p>This represents the Tier 1 cut-off for this measure based on the 2015-16 Adult Education PMF business rules.</p>		<p>This goal will follow the AE PMF business rules in the PMF Technical Guide and Policy for the given year. The school agrees to use the most recent business rule as per the Guide.</p>
<p>5. The in-seat attendance (ISA) rate for YouthBuild DC PCS will be at least 62.8%.</p> <p>This represents the Tier 1 cut-off for this measure based on the 2015-16 Adult Education PMF business rules.</p>		<p>This goal will follow the AE PMF business rules in the PMF Technical Guide and Policy for the given year. The school agrees to use the most recent business rule as per the Guide.</p>
<p>6. The YouthBuild DC PCS persistence rate will meet or exceed 60.0% each year.</p>		<p>This goal is subject to the AE PMF business rules in the PMF Technical Guide and Policy for the given year. The school agrees to use the most recent business rule as per the Guide.</p>

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

**B.** If applicable, 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.

**C.** 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, if applicable, in accordance with DC PCSB’s *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* and no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

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

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

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

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

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

### 3.1 [Location.](#)

**A.** The School shall be located at 3220 16<sup>th</sup> Street NW, Washington, DC 20010 (the “**School Property**”).

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

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

### 3.2 [Enrollment.](#)

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

School Corporation shall determine whether each student resides in the District of Columbia according to guidelines established by OSSE.

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

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

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

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

**B.** Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall track and report suspensions and expulsions in accordance with the expectations for timely submission, including daily attendance, which is uploaded weekly, and discipline data, which is uploaded monthly. The School Corporation shall use the data management reporting software identified by DC PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

**3.4** [Complaint Resolution Process](#). Pursuant to § 38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to students 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, adult students currently attending the School, including recent graduates, and the majority of whom shall be residents of the District of Columbia.

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

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

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

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

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

**5.4** [Contracts](#).

**A.** Pursuant to § 38-1802.04(c)(1) of the Act, the School Corporation shall provide to DC PCSB, with respect to any procurement contract, as defined by DC PCSB in its *Procurement Contract Submission Policy*, awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding the threshold in the Act, certain documents defined by the

policy not later than three business days after the date on which such award is made. The foregoing shall not apply to any contract for the lease or purchase of real property by the School Corporation, any employment contract for a staff member, or any management contract between the School Corporation and a management company designated in its petition. However, the School Corporation shall also submit non-procurement contracts to DC PCSB in accordance with the Policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 6. PERSONNEL**

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

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

## **SECTION 7. REPORTING REQUIREMENTS**

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

PCSB may request. The School Corporation shall permit any member of the public to view such report on request.

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

**7.3** [Interim Financial Reports](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2020. "**Interim Period**" shall mean monthly, unless the School Corporation receives written notice from DC PCSB, after which it will mean the period designated by DC PCSB in such notice.

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

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

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

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

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

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

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

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



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

## **SECTION 8. COMPLIANCE**

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

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

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

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

**8.5** [Access](#). The School Corporation shall grant to DC PCSB, its officers, employees, or agents, access to the School Corporation's property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that DC PCSB may from time to time request, and produce copies of the same, and shall cooperate with DC PCSB, its officers, employees, or agents, including allowing site visits as DC PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with § 38-1802.11(a) of the Act, provided that the review or access



will not unreasonably interfere with the operation of the School and School Corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 10. OTHER PROVISIONS**

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

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

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

**10.4** [Entire Agreement; Amendments](#). This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein

and superseded by this Agreement; provided that **Attachments A-E** can only be modified or amended through Petition for Charter Revision subject to 1.1(B) and 2.5 of this Agreement, except that **Attachments A, B, and E** require only DC PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

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

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

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

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

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

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

If to DC PCSB:

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


If to the School Corporation:

YouthBuild DC Public Charter School, Inc.  
3220 16<sup>th</sup> Street NW  
Washington, DC 20010  
Attention: Claire Libert, Interim Head of School  
Email: [claire.libert@youthbuildpcs.org](mailto:claire.libert@youthbuildpcs.org)  
Telephone: (202) 319-0141

**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.

**YOUTHBUILD DC PUBLIC CHARTER  
SCHOOL, INC.**

DocuSigned by:


  
B3F6E6DC5C35487...

By: Steve Lanning

Title: Board Chair

Date: 6/23/2020

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**

  
By: Rick Cruz

Title: Board Chair

Date: 07/07/2020

## **ATTACHMENTS**

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

## **ATTACHMENT A**

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

YouthBuild DC Public Charter School, Inc.'s Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance.

The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Head of School is an ex-officio, non-voting Board of Trustees member and reports to the Board. All other employees report to the Head of School. There is no management company engaged in the oversight of YouthBuild DC Public Charter School, Inc.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect YouthBuild DC Public Charter School, Inc.'s interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, member of a committee with Board-delegated powers, or other individual as designated by law. Trustees and executive leadership of YouthBuild DC Public Charter School, Inc. will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest. If any Trustee is personally affected by an issue of corporate concern, after discussion and deliberation such Trustee shall refrain from voting or making any recommendation thereon but shall be counted in determining whether a quorum exists. It is the duty of each Trustee to make known when and if any such conflict exists.

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.



**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
**OF**

**YouthBuild DC Public Charter School, Inc.**

TO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

Kia Higgins, Director of Operations

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

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

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

  
\_\_\_\_\_  
Steve Lanning  
Chair, Board of Trustees

YOUTHBUILD DC  
PUBLIC CHARTER SCHOOL, INC.

AMENDED AND RESTATED  
BYLAWS

ARTICLE I

Name and Purpose

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

ARTICLE II

Principal Office

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

ARTICLE III

Board of Trustees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### ARTICLE IV

##### Officers

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

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

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

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

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

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

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

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

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

## ARTICLE V

### Committees

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

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

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

## ARTICLE VI

### Indemnification

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### Compensation of Trustees

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

## ARTICLE VIII

### Records



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

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

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

## ARTICLE IX

### Miscellaneous

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

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

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

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

## ARTICLE X

Amendments

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

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

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## **Attachment C**

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

YouthBuild DC Public Charter School, Inc. ("YouthBuild DC 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, YouthBuild DC 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, YouthBuild DC PCS will submit reporting to the District of Columbia Public Charter School Board ("DC PCSB") that verifies the school's facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia.

YouthBuild DC 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.

YouthBuild DC PCS will provide required and appropriate health and safety training to its staff, including but not limited to at least two staff members certified in administering medication, and annual CPR and First Aid trainings. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations from students and will provide parents or adult students with information on such requirements per local guidelines for students for minor and adult students.

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

## **Attachment D**

### **Assurance to Maintain Accreditation**

YouthBuild DC Public Charter School, Inc. acknowledges its obligation to maintain accreditation for the school from at least one of the accrediting bodies listed in the District of Columbia School Reform Act or a body otherwise approved by the District of Columbia Public Charter School Board. D.C. Code § 38-1802.02(16). YouthBuild DC Public Charter School, Inc. assures that it will maintain such accreditation in accordance with the District of Columbia Public Charter School Board's *Accreditation Policy*.

## **Attachment E**

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

Staff of YouthBuild DC Public Charter School, Inc. ("YouthBuild DC PCS") will be "at will" employees. The following is a sample of the signature page from the YouthBuild DC PCS Employee Handbook where employees will sign acknowledging receipt of the Handbook and their understanding of their "at-will" status.

### **RECEIPT OF YOUTHBUILD DC PUBLIC CHARTER SCHOOL, INC. EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)**

#### **Receipt and Acknowledgement of YouthBuild DC PCS's Employee Handbook**

I have received and read a copy of the YouthBuild DC PCS Employee Handbook. I understand that this Employee Handbook supersedes all prior employee handbooks, and that the policies and benefits described in the Employee Handbook are subject to change at any time at the sole discretion of YouthBuild DC PCS.

I understand and accept that this Employee Handbook is not a contract of employment and that nothing contained in this Employee Handbook creates or may be construed as creating anything other than an employment at-will relationship.

Please sign and date this receipt and return it to the Director of Operations.

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

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

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



## Attachment F

### Pre-Opening Visit Checklist (New Campus or Facility) – YouthBuild DC Public Charter School, Inc.

(In the event the school will open a New Campus or Facility, Attachment F must be satisfied.)

Reviewer Name:

Review Date:

School Opening Date:

Location:

*\*Items with an asterisk should be uploaded into Epicenter by the time of the pre-open visit.*

#### Governance and Management

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

#### Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or ELL teachers.	<ul style="list-style-type: none"> <li>Staffing plan</li> <li>Teacher roster</li> </ul>	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none"> <li>Staff position descriptions</li> </ul>	
Employment policies for full-time and part-time staff have been established and are	<ul style="list-style-type: none"> <li>Employee Handbook.</li> <li>Copies of confirmations of receipt of the Employee Handbook</li> </ul>	





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

### Curriculum and Instruction

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



Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Provisions have been made for assessing and serving students with disabilities.	<ul style="list-style-type: none"> <li>Evidence that needed staff is on board to provide specialized instruction or related services, or evidence that services have been contracted</li> </ul>	

### Students and Parents

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Preliminary class rosters are available to teachers for planning	<ul style="list-style-type: none"> <li>Student rosters/records are on file and accessible to teachers for planning</li> </ul>	
Valid proof of DC residency is on file for each student.	<ul style="list-style-type: none"> <li>All residency forms from OSSE completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted</li> </ul>	
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> <li>Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records (Includes a Safeguard of Student Information Policy)</li> </ul>	



Area of Review	Examples of Acceptable Documentation	Notes/ Verification
	<p>that aligns with FERPA)</p> <ul style="list-style-type: none"> <li>• Evidence that the records of students with disabilities are kept in a secure location</li> <li>• Evidence that parents or adult students have been provided with notice of their rights under FERPA</li> </ul>	

### Operations

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

### Facilities, Furnishings and Equipment

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



Area of Review	Examples of Acceptable Documentation	Notes/ Verification
program and the number of students enrolled.		
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> <li>Plans detailing times and locations for student drop-off and pick-up before school, during school hours, and after school are in place</li> </ul>	
Classroom furniture is available for instruction (or will be) .	<ul style="list-style-type: none"> <li>School admin. confirms that classroom furnishings are appropriate for the school's educational model</li> </ul>	
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> <li>School admin. confirms that equipment is installed and is ready (or will be ready) to operate by the first day of school</li> </ul>	
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> <li>Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building</li> </ul>	
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the PCSB.	<ul style="list-style-type: none"> <li>Certificates of insurance on file at school with coverage in accordance with their charter.</li> </ul>	



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

**Overall Notes:**

*Note: This checklist is subject to revision by DC PCSB.*

## **Attachment G**

### **Random Selection Process**

#### **1. Policy Statement:**

Enrollment at YouthBuild DC Public Charter School, Inc. ("YouthBuild DC PCS") is open to all students who are residents of the District of Columbia, as further limited below, and non-resident students who fulfill tuition requirements established by the Office of the State Superintendent of Education to the extent of available space.

#### **2. Background:**

YouthBuild DC PCS is located at 3220 16<sup>th</sup> Street NW, Washington, DC 20010. The charter for the school was awarded to a non-profit corporation governed by the Board of Trustees of YouthBuild DC PCS. This Board has fiduciary responsibility for the school and is held accountable for its progress.

#### **3. Overview:**

This policy governs the protocol for student admissions at YouthBuild DC PCS.

#### **4. Policy Guidelines:**

Our policy guidelines are set forth to make the admissions process as easy as possible. These guidelines should be followed in order to mitigate any administrative liability.

#### **Open Enrollment**

Each year, the Board of Trustees sets the maximum enrollment capacity, not to exceed the maximum set in Schedule I, based on space, class sizes, and budgetary concerns. YouthBuild DC PCS does not limit enrollment on the basis of a student's race, color, religion, national origin, sexual orientation, gender identification, language spoken, intellectual or athletic ability, measures of achievement or aptitude, or status as a student with special needs.

#### **Admissions**

YouthBuild DC PCS will enroll any student of appropriate age that resides in the District of Columbia provided there is space available within the age group in question. To enroll, individuals must be 16-24 years of age, be a

resident of the District of Columbia, and have not already earned a high school diploma or equivalent. Individuals must apply through filling out a Program Interest Form and submitting it to YouthBuild DC PCS online, by mail, or in person.

To enroll, all applicants will be required to provide all necessary personal documentation prior to enrollment, to include:

1. Application form
2. Proof of DC Residency
3. Proof of Age
4. Proof of current immunizations

Minor students will also need to submit Department of Health forms.

Proof of age can be satisfied with one of the following:

- Birth Certificate
- DC Driver's/non Driver's License
- Passport
- Valid Military or Government ID
- Baptism Certificate

Proof of residency can be satisfied with one of the following:

- A pay stub or tax withholding statement within the last 45 days showing the student's, parent or legal guardian's name and address
- Official documentation of financial assistance from the Government of the District of Columbia within the past 12 months
- Supplemental Social Security Income annual benefits notification issued to the person enrolling the student indicating their current address
- Military housing orders and residency verification letter or DEERS statement
- Proof that the child is a ward of the District of Columbia

Or in the absence of the items listed above, proof of residency can be satisfied with **two** of the following items. The address and name on each of the items below must be the same.

- Unexpired DC Motor Vehicle Registration
- An unexpired lease or rental agreement with receipts for payment or canceled checks for payment of rent within the last 2 months
- An unexpired DC Motor Vehicle Operator's permit or official government issued ID
- One utility bill (ONLY gas, electric, or water bills are acceptable) with the name of the person enrolling the student, with a current DC home

address, and receipt of payment or cancelled check for payment of the bill within the last 2 months.

Vaccination records must include tuberculosis/PPD test results.

### **Enrollment Deadlines**

The school sets annual enrollment periods which are listed on the school's website. Students may only enroll during these enrollment periods.

Enrollment deadlines are specified annually based on the enrollment period.

A student is enrolled at YouthBuild DC PCS when s/he has provided all enrollment documentation (including residency requirements), completed all required in-take documentation, and has attended classes for a minimum of three consecutive days. Notwithstanding, students may begin to attend classes while they secure necessary documentation for up to 10 school days prior to October 5 of each year (students must have all necessary documentation provided by October 5). Students who attend classes prior to completing all necessary documentation are NOT enrolled at YouthBuild DC PCS. Incoming students must attend all Mental Toughness (orientation) in advance of being fully enrolled.

### **Random Selection and Wait List**

If there are more prospective students than there are openings available in the school, then YouthBuild DC PCS will use a lottery to determine which of those applicants are enrolled. Applicants not selected in the lottery will be placed on a wait list in the order they are drawn.

### **Acceptance**

Acceptance of applications for enrollment is based on the fulfillment of enrollment requirements to the extent that seats are available.



## Attachment H

### Insurance Requirements

YouthBuild DC Public Charter School, Inc. will work with an insurance broker to maintain the necessary insurance as determined by the Board of Trustees. YouthBuild DC Public Charter School, Inc. will carry insurance for the following areas in the minimum stated amounts:

Type	Amounts
General Liability	\$1,000,000/occurrence & \$3,000,000 aggregate
Umbrella Coverage	\$4,000,000
Directors and Officers Liability	\$1,000,000/occurrence & \$3,000,000 aggregate
Educators' Legal Liability	\$1,000,000/occurrence & \$3,000,000 aggregate
Property Lease Insurance	\$200,000
Workers' Compensation	\$1,000,000
Boiler and Machinery Insurance	N/A
Auto Liability, including non-owned and uninsured motorist	\$1,000,000
Computer/technology insurance	\$200,000 for theft and \$1,000,000 for cyber

## **Attachment I**

### **Key Personnel Positions**

Board Chair

Head of School

Chief Operating Officer

Director of Data and Operations

Special Education Coordinator