

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

BRIDGES PUBLIC CHARTER SCHOOL

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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 BRIDGES PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

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

WHEREAS, DC PCSB granted a charter to the Board of Trustees of Bridges Public Charter School (“**Board of Trustees**”) for the establishment of a public charter school, effective on June 8, 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 October 4, 2019;

WHEREAS, DC PCSB has (i) determined that the Application satisfies the requirements set forth in § 38-1802.12 of the Act, and (ii) approved the Application subject to the execution of this Agreement by DC PCSB and the School Corporation, thereby renewing the charter of the School Corporation;

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

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

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

Section 1. CONTINUED OPERATION OF SCHOOL

1.1 [Charter.](#)

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

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: To provide an exemplary, individualized early childhood and elementary educational program that includes students with special needs. Our developmentally appropriate, family and child-centered educational approach will nurture students to expand their developmental skills, in order to build a foundation for life-long learning.

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

2.2 [Age-Grade](#).

A. Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year of renewal, the School shall provide instruction to students in grades prekindergarten-3 (“PK3”) through fifth. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall provide instruction to students in grades PK3 through fifth and serve 464 total students.

SCHEDULE I. Maximum Enrollment Schedule

| | 2019-20 and Beyond |
|------------------|---------------------------|
| LEA Total | 464 |

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

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

A. The School Corporation has selected as its measure of academic achievement expectations for its PK3 through fifth grade programming the

indicators listed in the corresponding Performance Management Framework(s) ("**PMF(s)**").

(i) Changes to the PMF implemented by DC PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights automatically become part of the measurement of the School's academic achievement expectations. However, if changes other than those listed above are made to any PMF that the School Corporation elects not to accept, the School Corporation shall provide DC PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10). Nothing in this paragraph shall be construed to limit the ability of the School to submit a petition to DC PCSB for charter revision pursuant to § 38-1802.04(c)(10) to amend its goals and academic achievement expectations in accordance with Section 2.3(D) below.

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

B. Standard for charter review and renewal. The School Corporation's five-year charter review will occur in school year 2024-25 (no later than its 20th year of operation), its ten-year charter review will occur in school year 2029-30 (no later than its 25th year of operation), and its fifteen-year charter renewal will occur in school year 2034-35 (no later than its 30th year of operation). The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

Fifth-Year Charter Review: At its fifth-year charter review, obtains an average PMF score for school years 2020-21, 2021-22, 2022-23, and 2023-24 equal to or exceeding 50%.

Tenth-Year Charter Review: At its tenth-year charter review, obtains an

average PMF score for school years 2024-25, 2025-26, 2026-27, 2027-28, and 2028-29 equal to or exceeding 50%.

Charter Renewal: At its fifteen-year charter renewal, obtains an average PMF score for school years 2029-30, 2030-31, 2031-32, 2032-33, and 2033-34 equal to or exceeding 50%.

In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has met either or both of the following:

Improvement Provision: The School Corporation has demonstrated consistent improvement on overall PMF scores during the most recent three years of the review period.¹ In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

Demonstrated Promise Provision: At charter renewal, the school has earned a PMF score equal to or exceeding 50 in the most recent year of the PMF (the last year of the review period); OR the school's rating² on OSSE's School Transparency and Report (STAR) framework for the most recent year is a 3 or above.³

C. 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.

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

¹ For any year within the review period that DC PCSB issues no PMF score or tier, this year will not be included in the improvement provision for purposes of determining "the most recent three years."

² DC PCSB reserves the right to remove the STAR rating from consideration if material changes are made to the framework.

³ By adopting this policy, the school confirms that it will allow DC PCSB to obtain and utilize embargoed STAR data from OSSE as early as possible to determine if this provision has been met. The school agrees to cooperate fully with DC PCSB and OSSE to facilitate DC PCSB's access to and use of all STAR data, including embargoed or otherwise confidential data.

which the proposed changes will be implemented. Notwithstanding the foregoing, the School Corporation may submit such a petition no later than July 31, 2020, for changes to the School's academic achievement expectations and/or goals that will be implemented in school year 2020-21.

E. Teacher interaction score and additional measures. The full description of the PMF is contained in the associated Policy & Technical Guide ("**PMF Guide**"). Pursuant to the PMF Guide, DC PCSB will use a teacher interaction score to assess pre-kindergarten instruction in schools with prekindergarten programs. Additionally, the School Corporation shall annually select, administer, and report on literacy and math (and optional social emotional) assessments for its students in pre-kindergarten through second grade, if applicable. The School Corporation shall only select early childhood assessments for the purposes of the PMF that have been approved by DC PCSB in the PMF Guide for the corresponding year. The School Corporation will certify annually, in accordance with the schedule and process to be determined by DC PCSB, which early childhood assessments it will administer each year for the purposes of the PMF. If a measure is not included in the School Corporation's PMF scoring according to the PMF Guide for the corresponding year, it will be displayed on the School's Score Card(s) as an untiered measure in that year. If the School Corporation fails to administer the previously certified early childhood assessment(s) for the purposes of the PMF for the corresponding year or fails to certify any such assessments, it will receive a score of zero on the corresponding measures on the School's Score Card(s) for that year.

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 100 Gallatin Street NE, Washington, DC 20011 (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 or subsequent amendment. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

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

3.2 [Enrollment.](#)

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

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such

Academic Year, the School Corporation shall select students pursuant to the random selection process and in accordance with the requirements of the Act. The random selection process shall include an annual deadline for enrollment applications that is fair and set in advance of the deadline; and a process for selecting students for each Academic Year if applications submitted by the deadline exceed available spaces, and if spaces become available after the beginning of the Academic Year. The School Corporation has agreed to use My School DC and comply with its rules and policies to ensure a random selection and open enrollment process. However, if at any time the School Corporation chooses not to participate in My School DC, it shall submit to DC PCSB, by August 1 of the school year in which the changes will take effect, a petition for charter revision pursuant to § 38-1802.04(c)(10) containing a description of its proposed random selection process. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

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

D. Pursuant to § 38-1802.06(c-1) of the Act, the School Corporation may grant a preference in admission to an applicant with an Individualized Education Program ("**IEP**") or an applicant in a disability category pursuant to IDEA.

3.3 [Disciplinary Policies.](#)

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

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

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

3.5 [Operational Control](#).

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

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

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

(viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and

(ix) to sue and be sued in the public charter school's own name.

3.6 [Accreditation](#).

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

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

3.7 [Nonsectarian](#). The School Corporation and the School shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

Section 4. GOVERNANCE

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

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

4.3 [Governance](#).

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

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

4.4 [Composition](#). Pursuant to § 38-1802.05 of the Act, the Board of Trustees of the School Corporation shall consist of an odd number of members, with a minimum of three members and a maximum of fifteen members, at least

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

4.5 [Authority](#). Pursuant to § 38-1802.05 of the Act, the Board of Trustees shall have the final decision-making authority for all matters relating to the operation of the School, consistent with this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Trustees from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Trustees shall set the overall policy for the School, be responsible for overseeing the academic and fiscal integrity of the School, and 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 G**. All insurance companies shall be authorized to do business in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. As part of the Annual Compliance Reporting, the Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary (see **Attachment G**), subject to the availability of such insurance on commercially reasonable terms. However, should any insurance coverage expire prior to the Annual Compliance Reporting schedule, within thirty days of expiration the Board of Trustees will provide to DC PCSB either a notice that the Board of Trustees has determined that such coverage is no longer necessary or a certificate of insurance renewal or revision. Prior to the first year of operation, the School Corporation shall provide proof of insurance pursuant to **Attachment G**.

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 H** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and 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: any claim there has been a material breach of any contract that affects the operation of the School, any claim or notice of a default under any financing obtained by the School Corporation, and 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 seriously jeopardizes the continued operation of the School Corporation, the School, or a School's campus; is substantially likely to satisfy the conditions for charter revocation pursuant to § 38-1802.13 of the Act; and/or 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 renew this Agreement with amendments satisfactory to DC PCSB and the School Corporation, or 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 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 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 has engaged in a pattern of nonadherence to generally accepted accounting principles, has engaged in a pattern of fiscal mismanagement, or 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 has been revoked by DC PCSB, has not been renewed by DC PCSB, or has been voluntarily relinquished by the School Corporation. Mandatory dissolution is only applicable in the case of revocation, non-renewal, or voluntary relinquishment of the Charter and is not applicable in the case of a campus closure pursuant to 9.2(C).

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

Section 10. OTHER PROVISIONS

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

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

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

10.4 [Entire Agreement; Amendments](#). This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all

prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that **Attachments A-E** 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 first providing written notice to the other party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB’s ability to revoke, not renew, or terminate the Charter pursuant to § 38-180213 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 sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; delivered by hand (with written confirmation of receipt); or received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to DC PCSB:

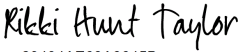
District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, DC 20010
Attention: Scott Pearson, Executive Director
Email: spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Bridges Public Charter School
100 Gallatin Street NE
Washington, DC 20011
Attention: Olivia Smith, Head of School
Email: osmith@bridgespcs.org
Telephone: (202) 545 - 0515

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.

SCHOOL CORPORATION

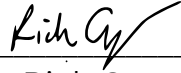
DocuSigned by:

29494AE63A8645B...

By: Rikki Hunt Taylor

Title: Vice Chair

Date: 7/15/2020

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**


By: Rick Cruz

Title: Board Chair

Date: 07/20/2020

ATTACHMENTS

| | |
|--------------|---|
| ATTACHMENT A | Rules and Policies for Governance and Operation of School Corporation |
| ATTACHMENT B | Articles of Incorporation and Bylaws |
| ATTACHMENT C | Procedures to Ensure Health and Safety of Students and Employees |
| ATTACHMENT D | Assurance to Maintain Accreditation |
| ATTACHMENT E | Relationship Between School and Employees |
| ATTACHMENT F | Pre-opening Requirements |
| ATTACHMENT G | Insurance Requirements |
| ATTACHMENT H | Key Personnel |

ATTACHMENT A

Rules and Policies for Governance and Operation of School Corporation

Bridges Public Charter School's Board of Trustees (the "Board") is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board 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 Board is responsible for the selection, compensation, and if necessary dismissal of the executive staff, and to ensure regular evaluations of the executive's performance. There is no management company engaged in the oversight of Bridges Public Charter School.

The Board has adopted a conflict of interest policy, consistent with applicable law, to protect Bridges Public Charter School'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 any other individual designated by law. Trustees and executive leadership of Bridges Public Charter School will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest.

The Board, 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.

BYLAWS
OF
BRIDGES PUBIC CHARTER SCHOOL
(a District of Columbia Nonprofit Corporation)

ARTICLE I

Offices and Registered Agent

Section I.1 *Name.* The name of the corporation is Bridges Public Charter School (the "Corporation").

Section I.2 *Location.* The principal office of the Corporation shall be located within or without the District of Columbia at such place as the Board of Trustees shall from time to time designate. The Corporation may maintain additional offices at such other places within or without the District of Columbia as the Board of Trustees may designate.

Section I.3 *Registered Office and Agent.* The Corporation shall have, and continuously maintain in the District of Columbia, a registered office and a registered agent whose office is located in such registered office. The registered office may be, but need not be, located in the principal office of the Corporation. The address of the registered office may from time to time be changed by the Board of Trustees. The person designated to be the Registered Agent may from time to time be changed by the Board of Trustees.

ARTICLE II

Purposes of the Corporation

Section II.1 *Purposes.* The Corporation is organized for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986. The Corporation may also engage in all activities which may lawfully be carried on by a corporation formed under the District of Columbia Nonprofit Corporation Act and which are not inconsistent with the Corporation's qualifications as an organization described in Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code.

ARTICLE III

Members

Section III.1 *No Members.* The Corporation shall have no members.

Section III.2 *Honorary Titles.* The Board of Trustees may from time to time establish honorary titles for persons who may make contributions to the Corporation. Such titles may include the word "member," but inclusion of such term shall not give any such person legal rights as a "member" of the Corporation under the District of Columbia law.

ARTICLE IV

Board of Trustees

Section IV.1 Power of the Board. The business and affairs of the Corporation shall be managed under the direction of the Board of Trustees. All powers of the Corporation may be exercised by or under authority of the Board. Only persons who subscribe to the missions, goals and purposes of the Corporation and meet the requirements of § 38-1802.05 of the District of Columbia School Reform Act of 1995 are eligible to serve on the Board.

Section IV.2 Number of Trustees. The number of trustees constituting the entire Board of Trustees shall be not less than three (3) nor more than fifteen (15) and shall be an odd number. The number of trustees may be increased or decreased by the affirmative vote of a majority of the entire Board of Trustees. No decrease in the number of trustees shall affect the tenure of office of any incumbent trustee. To the extent applicable law requires an amendment of the Bylaws to change the number of directors, any action by the Board to increase or decrease the number of directors shall be deemed an amendment to the Bylaws.

Section IV.3 Election and Term of Trustees. The initial Board of Trustees shall be comprised of those trustees named in the Articles of Incorporation. At each annual meeting of the Board of Trustees thereafter, the trustees then in office shall elect trustees, each trustee to hold office for a term of two-years. If a trustee's term expires, a successor has not been elected, and the trusteeship was not eliminated by a reduction in the number of trustees, the trustee shall continue to serve until the trustee's successor is selected or the Board eliminates the trusteeship by reducing the number of trustees.

Trustees shall be elected by a majority vote of the Board of Trustees. Each trustee shall be entitled to one vote for each vacancy. Cumulative voting is prohibited. If the number of candidates who receive majority votes exceeds the number of vacancies, those candidates with the most votes shall be elected.

At each annual meeting of the Board of Trustees, the trustees then in office shall elect a Chairperson to hold office for a term ending at the next annual meeting. The Chairperson shall preside at all meetings of the Board of Trustees and shall perform all duties customary to that office. The Chairperson shall also have such powers and duties as may from time to time be assigned to the Chairperson by the Board of Trustees. The Chairperson shall not serve as an officer of the Corporation and shall not serve more than three consecutive terms.

At each annual meeting of the Board of Trustees, the trustees then in office shall elect a Vice Chairperson to hold office for a term ending at the next annual meeting. The Vice Chairperson shall, in the absence of the Chairperson, preside at all meetings of the Board of Trustees and shall perform all duties of the Chairperson. The Vice Chair shall not serve more than three consecutive terms.

Section IV.4 Vacancies. Vacancies in the Board of Trustees, including vacancies resulting from an increase in the number of trustees, may be filled at any annual, regular or special meeting of the Board of Trustees by an affirmative vote of a majority of the directors

then in office though less than a quorum of the Board. A trustee elected to fill a vacancy shall serve for the remainder of the term of the vacant position or until his or her successor is elected.

Section IV.5 Removal of Trustees. A trustee may be removed with or without cause at any time by affirmative vote of two-thirds of the entire Board of Trustees at a meeting of the Board of Trustees called expressly for that purpose or at a regularly-scheduled meeting at which the proposed removal of the trustee is expressly noticed.

Section IV.6 Resignation. Except as otherwise required by law, a trustee may resign at any time upon written notice to the Board, President or Secretary. Such resignation shall take effect at the later time specified in the notice or the date the notice is delivered to the Secretary. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

Section IV.7 Quorum of Trustees and Action by the Board. Unless a greater proportion is required by law or by the Articles of Incorporation, a majority of the trustees in office shall constitute a quorum for the transaction of business. Except as otherwise provided by law or by the Articles of Incorporation or these Bylaws, the action of a majority of the trustees present at a meeting at which a quorum is present shall be the action of the Board.

Section IV.8 Meetings of the Board. Meetings of the Board shall be conducted in accordance with §§ 29-406.20 through 29-406.25 of the District of Columbia Nonprofit Corporation Act of 2010.

An annual meeting of the Board of Trustees shall be held each year at such time and place as shall be fixed by the Board of Trustees for the election of officers and trustees and for the transaction of such other business as may properly come before the meeting. A mid-year meeting of the Board of Trustees shall be held each year at such time and place as shall be fixed by the Board of Trustees.

Regular meetings of the Board shall be held at such times as may be fixed by the Board. Special meetings of the Board may be held at any time whenever called by the Chairperson of the Board, the President or any two trustees.

Meetings of the Board of Trustees may be held at any place in or out of the District of Columbia as may be fixed in the notice of meeting for regular or special meetings. The Board shall meet at least quarterly.

A notice, or waiver of notice, need not state the business to be transacted or the purpose of any regular or special meeting of the Board of Trustees. The Board of Trustees shall by resolution establish procedures for providing notice of meetings of the Board of Trustees.

Notice of a meeting of the Board of Trustees need not be given to any trustee who signs a waiver of the notice that is filed with the records of the meeting or is present at the meeting.

Section IV.9 Informal Action by Trustees; Meetings by Conference Telephone. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if all directors consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the directors shall be filed with the minutes of the proceedings of the Board.

Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any or all directors may participate in a meeting of the Board or a committee of the Board by means of conference telephone or by any means of communications by which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at the meeting.

Section IV.10 Compensation of Trustees. The Corporation shall not pay any compensation to trustees for services rendered to the Corporation as trustees, except that trustees may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts as approved by a majority of the entire Board.

ARTICLE V

Committees

Section V.1 Board Committees. The Board of Trustees, by resolution adopted by a majority of trustees in office, may appoint from among its members one or more standing committees, each consisting of one or more trustees in accordance with D.C. Code § 29-406.25, and delegate to these committees to the extent provided in the resolutions any of the powers of the Board, except the power to (i) authorize distributions (ii) adopt, amend, or repeal the Bylaws, (iii) elect trustees, (iv) increase or decrease the size of the Board of Trustees, or (v) approve any merger of the Corporation with or into another entity. The appointment of any committee and the delegation of authority to it, shall not relieve the Board of Trustees of its obligations.

Section V.2 Committee Rules. Unless the Board of Trustees otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of a contrary provision by the Board of Trustees or in rules adopted by such committee, a majority of the entire authorized number of members of each committee shall constitute a quorum for the transaction of a business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and each committee shall otherwise conduct its business in the same manner as the Board of Trustees conducts its business under Article IV of these Bylaws.

Members of a committee of the Board may participate in a meeting of the committee by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means constitutes presence in person at the meeting.

Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of such committee may be taken without a meeting if a written unanimous consent which sets forth the action taken is (i) signed by each member of the committee and (ii) filed with the minutes of proceedings of such committee.

Section V.3 Service of Committees. Each committee of the Board of Trustees shall serve at the pleasure of the Board.

Section V.4 Records. To the extent required by the resolution authorizing the formation of a committee or if a committee is exercising the management authority of the Board

of Trustees, minutes shall be kept of each meeting of each committee. Copies of the minutes of each such meeting shall be filed with the corporate records and supplied to each Trustee.

ARTICLE VI

Officers, Agents and Employees

Section VI.1 Officers. The Board of Trustees shall elect or appoint a President, a Secretary, and a Treasurer, and it may, if it so determines, elect or appoint such other officers and may give them such further designation or alternate titles as it desires. Any two or more offices except those of President, Treasurer, and Secretary may be held by the same person. Neither the President nor the Vice President may serve concurrently as Chairperson of the Board of Trustees. The Secretary and the Treasurer shall serve in those capacities on the Board of Trustees.

Section VI.2 Term of Office and Removal. Each officer shall hold office for the term, not exceeding two years, for which he or she is elected and until his or her successor has been elected and qualified. Unless otherwise provided in a resolution of the Board of Trustees, all officers shall be elected at the annual meeting of the Board. Any officer may be removed by the Board of Trustees if in the judgment of the Board, the best interests of the Corporation will be served. Such removal will be without prejudice to contractual rights. The election of an officer shall not itself create contractual rights.

Section VI.3 Resignation. Any officer may resign at any time by giving written notice to the Corporation. Unless otherwise specified in the written notice, the resignation shall be effective upon delivery to the Corporation.

Section VI.4 Powers and Duties of Officers. Subject to the control of the Board of Trustees, all officers as between themselves and the Corporation shall have such authority and perform such duties in the management of the Corporation as may be provided by the Board, and, to the extent not to be provided, as generally pertain to their respective offices.

(a) *President.* The President is appointed by the Board of Trustees and shall serve as the chief executive officer of the Corporation. The President shall supervise and direct the day to day business and affairs of the corporation. The President under the direction of the Board of Trustees shall implement and administer organizational policies and programs and oversee administrative functions. The President shall perform all duties customary to that office and such other tasks as directed by the Board of Trustees.

(b) *Vice President.* The Vice President is appointed by the Board of Trustees. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Trustees may from time to time prescribe by standing or special resolution, or as the President may from time to time provide, subject to the powers and the supervision of the Board of Trustees.

(c) Secretary. The Secretary shall be responsible for keeping an accurate record, or minutes, of the proceedings of all meetings of the Board of Trustees, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Corporation, if any; and shall have authority to affix the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Trustees may give general authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by his signature.

(d) Treasurer. The Treasurer shall have the custody of, and be responsible for, all funds and securities of the Corporation. The Treasurer shall supervise the deposit of such funds, shall supervise the keeping and maintaining of complete and accurate accounts of the Corporation's properties and business transactions, shall render reports and accountings as required, and shall discharge such other duties as pertain to the office or as prescribed by the Board of Trustees. The Treasurer shall upon request exhibit the books and accounts to the Board of Trustees, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board of Trustees, and such other duties as shall from time to time be assigned by the Board of Trustees. The Treasurer shall, if required by the Board of Trustees, give such bond or security for the faithful performance of duties as the Board of Trustees may require and for which he shall be reimbursed.

Section VI.5 Agents and Employees. The Board of Trustees may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board of Trustees may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such person's contract rights, if any, and the appointment of such person shall not itself create contract rights.

Section VI.6 Compensation of Officers, Agents and Employees. The Corporation may pay compensation in reasonable amounts to officers for services rendered, such amounts to be fixed by a majority of the entire Board of Trustees.

The Corporation may pay compensation in reasonable amounts to agents and employees for services rendered, such amount to be fixed by the Board or, if the Board delegates power to any officer or officers, then by such officer or officers.

The Board may require officers, agents or employees to give security for the faithful performance of their duties.

Section VI.7 Ad Hoc Committee Members. The Board of Trustees may appoint ad hoc committee members to serve on standing committees and ad hoc committees. Ad hoc committee members assist the board and committees in carrying out their work by providing expertise and advice in identifying areas of need. Appointment is dependent on length of time required to address specific need(s). Ad hoc committee members are expected to participate in designated committee meetings and board meetings, as appropriate, and are non-voting members. The majority of committee members must approve the inclusion of the ad hoc committee member.

ARTICLE VII

Miscellaneous

Section VII.1 Fiscal Year. The fiscal year of the Corporation shall be July 1st to June 30th.

Section VII.2 Corporate Seal. The corporate seal shall be circular in form, shall have the name of the Corporation inscribed thereon and shall contain the words “Corporate Seal” and “District of Columbia” and the year the Corporation was formed in the center, or shall be in such form as may be approved from time to time by the Board of Trustees.

Section VII.3 Checks, Notes, Contracts. The Board of Trustees shall determine who shall be authorized from time to time on the Corporation’s behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

Section VII.4 Books and Records. The Corporation shall keep at its principal office in the District of Columbia (or, if it does not have a principal office in the District, its registered office) correct and complete books and records of account, the activities and transactions of the Corporation, minutes of the proceedings of the Board of Trustees and any committee of the Corporation, and a current list of trustees and officers of the Corporation and their residence addresses. Any of the books, minutes and records of the Corporation may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section VII.5 Amendment of Articles of Incorporation and Bylaws. The Articles of Incorporation of the Corporation may be adopted, amended or repealed in whole or in part by a majority vote of the trustees then in office. The Bylaws of the Corporation may be adopted, amended or repealed in whole or in part by a majority vote of the Board of Trustees then in office, unless the provision itself consists of a higher threshold for Board actions in which case the provision may only be amended by a vote of the applicable threshold.

Section VII.6 Indemnification and Insurance. Unless otherwise prohibited by law, the Corporation may indemnify any trustee or officer, any former trustee or officer, any person who may have served at its request as a trustee or officer of another corporation, whether for profit or not for profit, and may, by resolution of the Board of Trustees, indemnify any employee against any and all expenses and liabilities actually and necessarily incurred by him or her, imposed on him or her in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) to which he or she may be or is made a party by reason of being or having been such trustee, officer, or employee; subject to the limitation, however, that there shall be no indemnification in relation to matters as to which he or she shall be adjudged in such claim, action, suit or proceeding to be guilty of a criminal offense or liable to the Corporation for damages arising out of his or her own gross negligence or misconduct in the performance of a duty to the Corporation.

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such trustee, officer, or employee. The Corporation may advance expenses to, or where appropriate may itself, at its expense, undertake

the defense of, any trustee, officer, or employee; provided, however, that such trustee, officer, or employee shall undertake to repay or to reimburse such expense if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

The provisions of this Article shall be applicable to claims, actions, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such trustee, officer, or employee may be entitled under any statute, Bylaw, agreement, vote of the Board of Trustees, or otherwise and shall not restrict the power of the Corporation to make any indemnification permitted by law.

The Board of Trustees may authorize the purchase of insurance on behalf of any trustee, officer, employee, or other agent against any liability asserted against or incurred by him or her which arises out of such person's status as a trustee, officer, employee, or agent or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law.

In no case, however, shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"). Further, if at any time the Corporation is deemed to be a private foundation within the meaning of § 509 of the Code then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in § 4941(d) or § 4945(d), respectively, of the Code.

If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

Section VII.7 Loans to Trustees, Employees and Officers. Except in accordance with D.C. Code Ann. § 29-406.32, the Corporation shall not make any loans to officers, employees or trustees.

Section VII.8 Purchases. Purchases made on behalf of the Corporation that equal or exceed an amount requiring mandatory open bidding procedures set forth in the School Reform Act shall require the authorization or approval of either (i) the Board of Trustees or (ii) at least two officers who also serve as trustees.

Section VII.9 Non-Discrimination Policy. It shall be the policy of Bridges Charter School to prohibit discriminatory practices or harassment based on race, color, religion, sex, national origin, age, Vietnam-era or disabled veteran status, citizenship, marital status, sexual orientation, disability or any other legally impermissible factor.

Section VII.10 Conflict of Interest. Any trustee, officer, or key employee who has an interest in a contract or other transaction presented to the Board of Trustees or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board of Trustees or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such person about the

contract or transaction that might reasonably be construed to be adverse to the Corporation's interest.

No trustee shall cast a vote on any matter that has a direct bearing on services to be provided by that trustee, or any organization that such trustee represents or in which such trustee has an ownership interest or is otherwise interested or affiliated, which would directly or indirectly financially benefit such trustee. All such services will be fully disclosed or known to the Board of Trustees present at the meeting at which such contract shall be authorized.

A majority of the Board of Trustees will not be salaried employees of Bridges Public Charter School and will not be related to salaried employees or to parties providing services to Bridges Public Charter School. The salaried employees who are members of the Board of Trustees cannot vote on their own compensation.

Section X.11 Distribution of Assets. In the event that the Corporation's charter to operate a public charter school in the District of Columbia has been revoked, has not been renewed, or has been voluntarily relinquished, the Corporation shall dissolve and its assets shall be distributed in compliance with § 38-1802.13a of the School Reform Act of 1995.

* * *

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



C E R T I F I C A T E

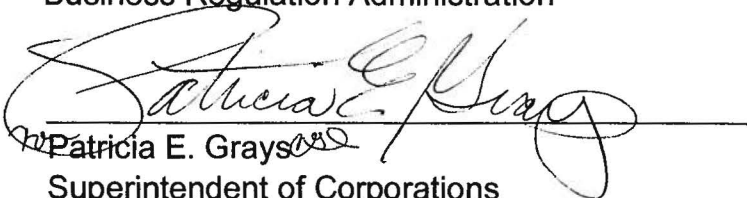
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this **CERTIFICATE OF INCORPORATION** is hereby issued to:

BRIDGE CHARTER SCHOOL

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **20th** day of **August, 2003**.

David Clark
DIRECTOR

John T. Drann
Acting Administrator
Business Regulation Administration


Patricia E. Grays
Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

**ARTICLES OF INCORPORATION
OF
BRIDGES CHARTER SCHOOL**

TO: Department of Consumer and Regulatory Affairs
Business Regulation Administration
Corporations Division
Washington, D.C.

THE UNDERSIGNED, all of whom are natural persons of the age of eighteen years or more, acting as incorporators of a corporation pursuant to the District of Columbia Nonprofit Corporation Act, hereby certify:

FIRST: The name of the corporation is: Bridges Charter School.

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

THIRD: The Corporation is organized exclusively for charitable and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended ("the Code"). The purposes for which the Corporation is formed are to:

(A) Provide preschool-level educational services to both typically developing children and children with special needs;

(B) Plan and provide transdisciplinary intervention support services to children with special needs;

(C) Provide guidance and support services to families in preparation for their child's transition to kindergarten;

(D) Maintain a resource center that will provide information, support and training for both parents of the school's children and the larger Washington, DC community;

(E) Assist in the training of future teachers and special education service providers; and

(F) Provide such other services and perform such other tasks as are necessary or appropriate to carry out the intent of the items described above.

In furtherance thereof, the Corporation may receive property by gift, devise or bequest, invest and reinvest the same, and apply the income and principal thereof, as the Board of Trustees may from time to time determine, either directly or



AUG 20 2003

through contributions to any charitable organization or organizations, exclusively for charitable or educational purposes, and engage in any lawful act or activity for which the corporation may be organized under the District of Columbia Nonprofit Act within the meaning of § 501(c)(3) of the Internal Revenue Code or any successor provision.

In furtherance of its exclusively charitable and educational corporate purposes, the Corporation shall have all the general powers enumerated in Section 29-305 of the District of Columbia Nonprofit Corporation Act as now in effect or as may hereafter be amended together with the power to solicit grants and contributions for such purposes.

FOURTH: The Corporation shall have no members.

FIFTH: The Corporation shall be managed under the direction of a Board of Trustees. There shall be at least three trustees (in lieu of directors) who shall be elected or appointed as provided by the Bylaws and shall have all of the rights and powers of duly appointed board of directors under the District of Columbia Nonprofit Corporation Act.

SIXTH: Provisions for the regulation of the internal affairs of the Corporation, including provisions for distribution of assets on dissolution or final liquidation are as follows:

A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any trustee or officer of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof.

B. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise permitted by § 501(h) of the Code, and in any corresponding laws of the District of Columbia), and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements concerning) any political campaign on behalf of (or in opposition to) any candidate for public office.

C. During such period, or periods, of time as the Corporation is treated as a private foundation pursuant to § 509 of the Code, the trustees must distribute the Corporation's income at such time and in such manner so as not to subject the Corporation to tax under § 4942 of the Code, and the Corporation is prohibited from engaging in any act of self-dealing (as defined in § 4941(d) of the Code), from retaining any excess business holdings (as defined in § 4943(c) of the Code) which would subject the Corporation to tax under § 4943 of the Code, from making any investments or otherwise acquiring assets in such manner so as to subject the Corporation to tax under § 4944 of the Code, from retaining any assets which would subject the corporation to tax under § 4944 of the Code if the trustees have

acquired such assets, and from making any taxable expenditures (as defined in § 4945(d) of the Code).

D. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not directly or indirectly carry on any activity which would prevent it from obtaining exemption from Federal income taxation as a corporation described in § 501(c)(3) of the Code, or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under § 170(c)(2) of the Code (or the corresponding section of any future tax code). In the event of dissolution or final liquidation of the Corporation, all remaining assets and property shall, after paying or making provision for the payment of all of the liabilities and obligations of the corporation and for necessary expenses thereof, be distributed to such organization or organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the Internal Revenue Code, as the Board of Trustees shall determine. In no event shall any of such assets or property be distributed to any trustee or officer or any private individual.

SEVENTH: The address, including street and number, of the initial registered office of the Corporation is 1853 Newton Street, N.W., Washington, D.C. 20010, and the name of its initial registered agent at such address is Olivia A. Smith.

EIGHTH: The number of trustees constituting the initial Board of Trustees is three (3) and the names and addresses, including street and number of the persons who are to serve as the initial trustees until the first annual meeting or until their successors are elected and qualify are as follows:

| <u>Name</u> | <u>Address</u> |
|-------------------|---|
| Olivia A. Smith | 1853 Newton Street, N.W., Washington, DC 20010 |
| Erika M. Speight | 1737 P Street, N.W., Washington, DC 20036 |
| Andrea P. Walders | 2800 Quebec Street, N.W., #1109, Washington, DC 20008 |

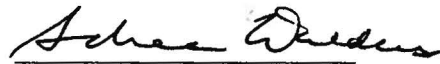
NINTH: The names and addresses of the incorporators are as follows:

| <u>Name</u> | <u>Address</u> |
|-------------------|---|
| Olivia A. Smith | 1853 Newton Street, N.W., Washington, DC 20010 |
| Erika M. Speight | 1737 P Street, N.W., Washington, DC 20036 |
| Andrea P. Walders | 2800 Quebec Street, N.W., #1109, Washington, DC 20008 |


IN WITNESS WHEREOF, the undersigned subscribe these Articles of Incorporation this 18th day of August, 2003.


Olivia A. Smith


Erika M. Speight


Andrea P. Walders

DISTRICT OF COLUMBIA

I,  a Notary Public, hereby certify that on the 18th day of August, 2003, personally appeared before me Olivia A. Smith who being first duly sworn, declared that she signed the foregoing document as incorporator, and that the statements therein contained are true.


Notary Public

Notary Seal

My commission expires October 31, 2004

My Commission Expires: _____

DISTRICT OF COLUMBIA

I, Kathleen Jordan, a Notary Public, hereby certify that on the 18th day of August, 2003, personally appeared before me Erika M. Speight who being first duly sworn, declared that she signed the foregoing document as incorporator, and that the statements therein contained are true.

Kathleen Jordan
Notary Public

Notary Seal

My commission expires October 31, 2004

My Commission Expires: _____

DISTRICT OF COLUMBIA

I, Kathleen Jordan, a Notary Public, hereby certify that on the 18th day of August, 2003, personally appeared before me Andrea P. Walders who being first duly sworn, declared that she signed the foregoing document as incorporator, and that the statements therein contained are true.

Kathleen Jordan
Notary Public

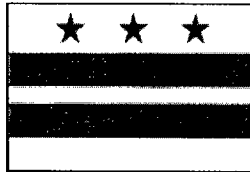
Notary Seal

My commission expires October 31, 2004

My Commission Expires: _____

Initial File #: 232990

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



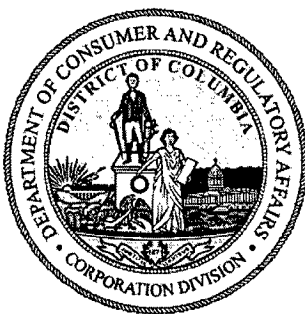
C E R T I F I C A T E

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

BRIDGES PUBLIC CHARTER SCHOOL

Effective Date: 11/2/2015

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 11/2/2015 10:58 AM



Business and Professional Licensing Administration

A handwritten signature in dark ink, reading 'Patricia E. Grays'.

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: erVEawEN



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
District of Columbia Government

Corporations Division

DCRA Corp. Div.

NOV - 2 2015

FILE COPY

COPY

Articles of Amendment of Domestic Nonprofit Corporation
Form DNP-2, Version 2, January 2012.

This form will allow for a domestic nonprofit corporation to amend its information reflected under original articles of incorporation or its amendments.

ENTITY TYPE

Domestic Nonprofit Corporation

FILING FEE

Refer to Corporate Fee Schedule posted online.

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the domestic filing entity listed below hereby applies for a Certificate of Amendment and for that purpose submits the statement below.

1. Corporation Name.

Bridges Charter School

2. The text of each amendment adopted. (may attach the statement)

Section 1 of the Articles of Incorporation is hereby amended to read, in its entirety, as follows:

Section 1. Name. The name of the corporation is Bridges Public Charter School (the "Corporation").

3. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment. (may attach the statement)

4. The date of each amendment's adoption.

10/28/2015

5. Amendment has been adopted in the following manner. (select A or B)

☒ (A) The amendment was adopted by the incorporators or by the board of directors or designated body, as the case may be, and that member approval was not required;

(B) the amendment was duly approved by the members in the manner required by this chapter and by the articles of incorporation and bylaws.

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405.

6. Name of the Governor or Authorized Person.

Monique D. Dewdney

6A. Signature of the Governor or Authorized Person.

Monique D. Dewdney

Mail all forms and required payment to:
Department of Consumer and Regulatory Affairs
Corporations Division
PO Box 92200
Washington, DC 20080
Phone: (202) 242-4460

Corporate Online Services Information

Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dcr.dc.gov>, create the profile, access the online services main page and proceed. Online filers must pay by using the credit card.

Please check dcra.dc.gov to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registrations."

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

Bridges Public Charter School ("Bridges 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, Bridges 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, Bridges 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.

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

The school will maintain a health suite that accommodates a nurse from the DC Department of Health. Bridges 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 CPR and First Aid trainings for required staff. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations by collecting completed Universal Health Certificates from students and will provide parents with information on such requirements.

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

Attachment D

Assurances to Maintain Accreditation

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

RECEIPT OF BRIDGES EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)

Bridges Public Charter School employees are required to sign electronically the page below to acknowledge their receipt of employee handbook and their understanding of their employment-at-will status.

SIGN

Receipt/ Acknowledge of Handbook The School reserves the right to modify, revoke, suspend, terminate, or change any of the policies, practices, programs, and employee benefits set forth in this handbook, in whole or in part, at any time, with or without notice. The language used in your employee handbook is not intended to create a contract between our organization and any one or all of its employees. The information contained in this employee handbook is presented in summary form. It is your responsibility to be familiar with these policies and procedures. If questions regarding the application of benefit information in this employee handbook should arise, reference may be made to the appropriate unabridged benefit plan document maintained in the Human Resources Office. The final decision on any question regarding interpretation of all School policies rests with the executive management of the School. No person other than the Founder/Director has authority to make any agreement for employment for any period of time. Any such agreement must be made in writing and signed by the Head of the School. We ask that you sign this form indicating that you have received the handbook, that you understand it will be used to guide to your actions as an employee, and that it is your responsibility to read and understand all policies, practices, programs and employee benefits. Also, it is understood that your employment with our organization is "at will" and that you may terminate your employment at any time and that the School also retains the same right to terminate your employment at any time. Finally, you understand and agree to

abide by the School's policies prohibiting discrimination, harassment, and retaliation and the School's policies regarding the use of the School's telephonic and computer systems. This employee handbook supersedes all previous handbook acknowledgements and written and verbal policies. This will acknowledge that I have received a copy of the Employee Handbook which covers all employees of Bridges Public Charter School.

Current User

Date

Signature*

I have read and accept the Electronic Signature Statement *



Attachment F

(In the event the Bridges Public Charter School will open a New Campus or Facility, Attachment F must be satisfied.)

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

Reviewer Name:

Review Date:

School Opening Date:

Location:

**Items should be uploaded into Epicenter*

Governance and Management

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

Staffing

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



| Area of Review | Examples of Acceptable Documentation | Notes/ Verification |
|---|---|---------------------|
| | handbook; staff meeting sign-in; etc.) | |
| There is documentation that background checks for all staff have been completed (within the past two years) | <ul style="list-style-type: none"> Background check clearances* | |
| Plan for when teachers are absent | <ul style="list-style-type: none"> Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.) | |

Curriculum and Instruction

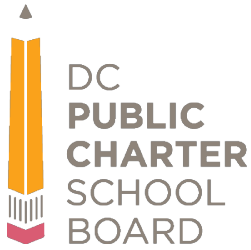
| Area of Review | Examples of Acceptable Documentation | Notes/ Verification |
|---|---|---------------------|
| Needed instructional materials and supplies have been procured to classrooms at every grade level. | <ul style="list-style-type: none"> Actual instructional materials and supplies, or evidence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



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

Students and Parents

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



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

Operations

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

Facilities, Furnishings and Equipment



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



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

Overall Notes:

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

Attachment G

Insurance Requirements

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

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

Attachment H
Key Personnel Positions

Chair of Board of Trustees

Head of School / Executive Director

Chief Operating Officer

Principal

Director of Student Support Services