

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

LEARN DC PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2021 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and LEARN DC 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 has (i) determined that the Petition satisfies the requirements set forth in Subchapter II of the Act; and (ii) approved the Petition subject to the execution of this Agreement by DC PCSB and the School Corporation;

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

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

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

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 [Charter.](#)

A. The School Corporation shall establish 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 children with the academic foundation and ambition to earn a college degree."

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, the School shall provide instruction to students in grades prekindergarten-3 ("PK3") through first grade. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. "**Academic**

Year or **School Year** (“**SY**”) 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 eight and serve 550 total students.

SCHEDULE I. Maximum Enrollment Schedule

Grade	SY 2021-22	SY 2022-23	SY 2023-24	SY 2024-25	SY 2025-26	SY 2026-27	SY 2027-28	SY 2028-29 and Beyond
PK3	50	50	50	50	50	50	50	50
PK4	50	50	50	50	50	50	50	50
K	50	50	50	50	50	50	50	50
1	50	50	50	50	50	50	50	50
2		50	50	50	50	50	50	50
3			50	50	50	50	50	50
4				50	50	50	50	50
5					50	50	50	50
6						50	50	50
7							50	50
8								50
LEA Total	200	250	300	350	400	450	500	550

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

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

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

A. The School Corporation has selected as its measure of academic achievement expectations for its PK3 through eighth grade programming the indicators listed in the Early Childhood/Elementary School/Middle School (PK-8) Performance Management Framework (“**PMF**”).

(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 Corporation to submit a petition to DC PCSB for charter revision pursuant to § 38-1802.04(c)(10) to amend its goals and academic achievement expectations in accordance with Section 2.3(E) below.

(ii) The School Corporation currently operates 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 2025-26; its ten-year charter review will occur in school year 2030-31; and its fifteen-year charter renewal will occur in school year 2035-36. 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 2021-22, 2022-23, 2023-24, and 2024-25 equal to or exceeding 40%.

Tenth-Year Charter Review: At its tenth-year charter review, obtains an average PMF score for school years 2025-26, 2026-27, 2027-28, 2028-29, and 2029-30 equal to or exceeding 45%.

Charter Renewal: At its fifteen-year charter renewal, obtains an average PMF score for school years 2030-31, 2031-32, 2032-33, 2033-34, and 2034-35 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

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.”

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. In addition to the standards for charter review and renewal listed above, the School Corporation agrees to the following conditions for its five-year charter review: 1) If LEARN DC PCS's performance on the PMF at its five-year charter review is below an average of 40%, LEARN DC PCS may be asked to relinquish its charter. 2) If LEARN DC PCS earns a Tier 3 on the PMF in any three of five years at its five-year charter review, LEARN DC PCSB may be asked to relinquish its charter. If DC PCSB requests that LEARN DC PCS relinquish its charter pursuant to this Section 2.3(C) and LEARN DC PCS does not timely comply, DC PCSB staff will recommend that the DC PCSB Board vote to initiate charter revocation proceedings. Nothing in this provision shall be interpreted to require LEARN DC PCS to waive its due process rights under the Act, § 38-1802.13.

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

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

F. 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 prekindergarten 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

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.

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

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 Duncan Ave. SW, Washington, DC 20032 (the "**School Property**"). DC PCSB reserves the right to delay or prohibit the School's opening until the School Corporation has satisfied each of the pre-opening items listed in DC PCSB's most recent site visit checklist at least one month prior to the first day of the School's first Academic Year. A copy of the information submitted to DC PCSB pursuant to this paragraph shall be kept on file at the School.

B. In the School's first Academic Year of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range. After its first full Academic Year of operation, the School Corporation may submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act to expand into

a multi-campus school. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

C. The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation. Such a request for approval shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition or subsequent amendment. 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 DC PCSB's most recent site visit checklist, which should be completed at least one month prior to the first day of the School's operation at the new School Property.

D. The LEARN Charter School Network, which serves as the school management organization for the School Corporation, shall not launch any new schools except LEARN DC PCS until July 2022.

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 (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has 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. The School Corporation has been approved by DC PCSB to offer preference for admission to children of active duty members of the United States Armed Forces pursuant to § 38-1802.06(c-2) of the Act.

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. By the end of its first nine years of operation, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in § 38-1802.02(16) of the Act and DC PCSB's *Accreditation Policy*.

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

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

SECTION 4. GOVERNANCE

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

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

4.3 [Governance.](#)

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

Agreement and the provisions of the Act and the District of Columbia Nonprofit Corporation Act.

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

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

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

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

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

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

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

5.4 [Contracts.](#)

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

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

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

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

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

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

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

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

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

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

5.5 [Insurance](#). The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment F**. 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 F**), 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 F**.

5.6 [Tax-Exempt Status](#). The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia by the time of the effective date of this Agreement and shall maintain such tax-exempt status.

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, 2021. “**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 G** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

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

order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

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

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

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

SECTION 8. COMPLIANCE

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

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

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

8.4 [Cooperation](#). The School Corporation shall, and shall cause its Board of Trustees, officers, employees, and contractors to, cooperate with DC PCSB, its staff,

and its agents in connection with DC PCSB's obligations to monitor the School Corporation.

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

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

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

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

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

9.2 [Charter Revocation](#).

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

disabilities; or (ii) failed to meet the goals and student academic achievement expectations set forth in the Charter.

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

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

9.3 [Termination](#). This Agreement shall terminate if the School fails to begin operations by September 1, 2021 or within ten (10) days following the first day of school for D.C. public schools, if the School fails to secure use of the School Property by March 1, 2021, upon Charter revocation or nonrenewal, or by mutual written agreement of the parties hereto.

9.4 [Probation and Corrective Action](#).

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

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

9.5 [Mandatory Dissolution.](#)

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

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

C. The School Corporation will make all reasonable efforts to ensure that any lease or other relevant agreement between the LEARN Charter School Network ("LEARN") and the School Corporation, LEARN and Joint Base Anacostia-Bolling ("JBAB"), or the School Corporation and JBAB provides that, should the School Corporation relinquish its charter or have its charter revoked or non-renewed, the School Corporation's assets, including its facility, may be transferred to a high-performing public charter school through an asset acquisition overseen by DC PCSB, pursuant to the School Reform Act.

SECTION 10. OTHER PROVISIONS

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

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

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

signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

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

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

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

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

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

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

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

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

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Michelle J. Walker-Davis, Executive Director
Email: mwalkerdavis@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

LEARN DC Public Charter School
100 Duncan Ave. SW
Washington, DC 20032
Attention: Jill Gaitens, Executive Director
Email: jgaitens@learncharter.org
Telephone: (202) 949-0930

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.

LEARN DC PUBLIC CHARTER SCHOOL

[Redacted Signature]

By: Maya Martin Cadogan

Title: Board Chair

Date:

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

[Redacted Signature]

By: Rick Cruz

Title: Board Chair

Date: 07/01/21

ATTACHMENTS

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

ATTACHMENT A

Rules and Policies for Governance and Operation of School Corporation

LEARN DC Public Charter School's ("LEARN DC PCS") Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act.

The LEARN DC PCS Board of Trustees will serve as the governing authority of the charter school. The LEARN DC Board of Trustees will have three principal roles: 1) oversight of the LEARN DC PCS Executive Director, as well as LEARN Charter School Network and AppleTree Institute for Education Innovation; 2) establishment and enforcement of policies that enable LEARN DC PCS to achieve its mission; and 3) taking responsibility as the organization ultimately accountable for the achievement of student outcomes as well as mission fidelity and financial accountability. The LEARN DC PCS Executive Director will report directly to the LEARN DC PCS Board, and the Principal will report to the Executive Director. The Board will be required to monitor and evaluate the performance of the Executive Director.

LEARN Charter School Network, a nonprofit charter school network, shall serve as the school management organization. For grades prekindergarten-3 and prekindergarten-4 specifically, AppleTree Institute for Education Innovation shall serve as the school management organization. The LEARN DC PCS Board of Trustees will monitor and assess the performance of the school management organizations to ensure that the provision of services by these organizations meets the needs of LEARN DC PCS students, families, and staff.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect LEARN DC PCS's interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, member of a committee with Board-delegated powers, or other individual as designated by law. Trustees and executive leadership of LEARN DC PCS will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest.

If a Board of Trustees member has a conflict of interest, then they must declare this conflict so that a decision as to whether that member may vote on the particular matter can be made.

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

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 INCORPORATION*** is hereby issued to:

LEARN DC

Effective Date: 4/2/2020

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 4/3/2020 5:31 PM

Business and Professional Licensing Administration



JOSEF G. GASIMOV
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: PxRh4EcD



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
District of Columbia Government
Corporations Division

Articles of Incorporation of Domestic Nonprofit Corporation

One or more persons acting as the incorporator or incorporators under the provisions of the Title 29 of D.C. Code (Business Organizations Act) adopt the following Articles of Incorporation:

First: Corporation Name:
LEARN DC

Second: The corporation will have members: Yes

Third: Registered Agent's name and address in the District Columbia:
GKL Corporate/Search, Inc.
1100 H Street, NW
Suite 840
Washington , District of Columbia 20005

Fourth: The corporation is incorporated as a nonprofit corporation under D.C. Code Title 29 Chapter 4.

Fifth: Miscellaneous Provisions (may attach the statement):

Shanika Hope
204 Timberwood Avenue
Silver Spring, MD 20901

Maya Martin Cadogan
1805 7th St NW 6th Floor
Washington DC 20001

Marco V. Quintana
1 North LaSalle
Chicago, IL

Sixth: Directors Name & Address:

Name	Address
Maya Martin Cadogan	1805 7th St. NW, 6th Floor, Washington, District of Columbia 20001
Marco V Quintana	1 North LaSalle, Chicago, Illinois 60602
Shanika Hope	204 Timberwood Avenue, Silver Spring, Maryland 20901

Seventh: Incorporators Name & Address:

Name	Address
Lisa C Merrill	750 B Street, Suite 2900, San Diego, California 92101

Eighth: Incorporators executing this form:

No information provided.

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;

Amount Paid: \$130.00

Date: 4/3/2020 5:31 PM

E-Signed

**ATTACHMENT TO
ARTICLES OF INCORPORATION
LEARN DC PUBLIC CHARTER SCHOOL
Form DNP-1**

A. PURPOSES AND POWERS

1. Purposes. LEARN DC is organized and shall be operated exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any other Internal Revenue Code or federal revenue law hereafter in effect (hereinafter, the "**Code**"), and more particularly the following purposes, which may not be modified absent the prior written approval of the Member:

- a. to implement its mission as a charter school; and
- b. to provide students in the District of Columbia with the academic foundation and ambition to earn a college degree.

2. Restrictions On Powers.

a. No substantial part of the activities of the LEARN DC shall consist of carrying on propaganda or otherwise attempting to influence legislation, except as may be specifically allowed by Section 501(h) of the Code.

b. The LEARN DC shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, and the LEARN DC shall not engage in campaign activity or the making of campaign contributions.

c. No part of the net earnings of the LEARN DC shall inure to the benefit of or be distributable to any director or officer of the LEARN DC, or any other individual (except that reasonable compensation may be paid for services rendered to or for the benefit of the LEARN DC affecting one or more of its purposes and aid provided to individuals based upon need in accordance with the charitable purposes of the LEARN DC), and no director or officer of the LEARN DC, or any other individual, taxable LEARN DC, or person shall be entitled to share in any distribution of any of the corporate assets on dissolution of the LEARN DC or otherwise.

d. Upon dissolution of the LEARN DC, all of the LEARN DC's assets remaining after payment of or provision for all of its liabilities (the "**Net Assets**") shall be paid over or transferred to LEARN Charter School Network ("LEARN"), an Illinois not-for-profit corporation, so long as LEARN is an exempt organization described in section 501(c)(3) of the Code, contributions to which are deductible under section 170(c)(2) of the Code, at the time of any distribution (an "**Eligible Organization**"). In the event that LEARN is not an Eligible Organization at the time of dissolution of LEARN DC, all Net Assets shall be paid over or transferred to an Eligible Organization with a purpose and mission as near to LEARN DC's as possible. Notwithstanding the foregoing, in the event of a dissolution due to revocation, non-renewal, or relinquishment (closure) of the school's charter, a plan will be developed consistent with D.C. Code §§ 38-1802.04(c)(16), 38-1802.13a(c)(1).

e. Notwithstanding any other provision of these articles of incorporation, LEARN DC shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax as an organization described in section 501(c)(3) of the Code, contributions to which are

deductible under section 170(c)(2) of the Code. It is anticipated that the LEARN DC shall be classified as other than a "private foundation" pursuant to section 509(a)(2) of the Code. Notwithstanding the foregoing, however, during any period of time in which LEARN DC is classified as a "private foundation" as defined in section 509(a) of the Code:

(i) LEARN DC shall not engage in any act of "self-dealing," as defined in section 4941(d) of the Code, so as to give rise to any liability for the tax imposed by section 4941 of the Code;

(ii) LEARN DC shall make distributions for each taxable year at such time and in such manner so as not to become subject to the tax imposed by section 4942 of the Code.

(iii) LEARN DC shall not retain any "excess business holdings," as defined in section 4943(c) of the Code, so as to give rise to any liability for the tax imposed by section 4943 of the Code;

(iv) LEARN DC shall not make any investments that would jeopardize the carrying out of any of the exempt purposes of the LEARN DC, within the meaning of section 4944 of the Code, so as to give rise to any liability for the tax imposed by section 4944 of the Code; and

(v) LEARN DC shall not make any "taxable expenditure," as defined in section 4945(d) of the Code, so as to give rise to any liability for the tax imposed by section 4945 of the Code.

B. MEMBERS

LEARN DC shall have a sole voting member (the "**Member**"), which shall be LEARN Charter School Network, an Illinois nonprofit corporation and public charter school, with such rights and powers as may be set forth in the bylaws of the LEARN DC. In the event that there is no member, the then existing board of directors of the LEARN DC shall have full authority to act as the sole member as set forth in the bylaws.

C. BOARD OF DIRECTORS

The management of the affairs of LEARN DC shall be vested in a board of directors, except as otherwise provided in the Act, these Articles or the bylaws of LEARN DC. The number of directors, their classifications, if any, their terms of office and the manner of their election or appointment shall be determined according to the bylaws of LEARN DC from time to time in force.

D. LIMITATION OF LIABILITY OF DIRECTORS FOR BREACH OF FIDUCIARY DUTIES

No director of LEARN DC shall have liability to LEARN DC for breach of fiduciary duties as a director of LEARN DC. The forgoing limitation shall not eliminate a director's liability for:

1. breach of the duty of loyalty to LEARN DC;
2. any acts or omissions of the director not taken in good faith;
3. any acts or omissions of the director involving intentional misconduct or a knowing violation of the law;

4. any liability for unlawful distributions;
 5. any liability related to loans made by the LEARN DC to its directors or officers
 6. any other transaction from which the director derived an improper personal benefit;
- or
7. any other act for which indemnification of directors is prohibited under the provisions of the Act.

E. INDEMNIFICATION

8.1. No Limitation on Indemnification. Nothing in these Articles shall be construed to limit or restrict the ability of the LEARN DC:

(a) to indemnify its officers, directors, employees, fiduciaries or agents against liabilities asserted against or incurred by such officers, directors, employees, fiduciaries or agents for actions taken by (or omissions of) such persons in such capacities.

(b) to advance the counsel fees of its officers, directors, employees, fiduciaries or agents incurred in defending liabilities asserted against or incurred by such officers, directors, employees, fiduciaries or agents for actions taken by (or omissions of) such persons in such capacities.

8.2. Procedures for Indemnification. Procedures for indemnification shall be as set forth from time to time in the bylaws of the LEARN DC.

F. BYLAWS

The bylaws of the LEARN DC shall be adopted by the LEARN DC's board of directors. Such bylaws may contain any provisions for the regulation or management of the affairs of LEARN DC, which are not inconsistent with law or these Articles, as the same may from time to time be amended. However, no bylaw at any time in effect, and no amendment to these Articles, shall have the effect of giving any director or officer of LEARN DC any proprietary interest in its property or assets whether during the term of its existence or as an incident to its dissolution.

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:

LEARN DC Public Charter School

Effective Date: 4/16/2020

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 4/20/2020 12:12 PM

Business and Professional Licensing Administration



JOSEF G. GASIMOV
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: XwwKn7CO



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
District of Columbia Government
Corporations Division

Articles of Amendment of Domestic Nonprofit Corporation
Form DNP-2, Version 3, April 2013

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.
LEARN DC

2. The text of each amendment adopted.

The Articles of Incorporation are hereby amended to change the Corporation name from LEARN DC to LEARN DC Public Charter School.

3. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment.

4. The date of each amendment's adoption.
4/16/2020 12:00:00 AM

5. Amendment has been adopted in the following manner.
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.

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;

Name of the Governor or Authorized Person	Date	Signature
Lisa C. Merrill	4/20/2020 12:12:20 PM	ESIGNED

Mail all forms and required payment to:
Department of Consumer and Regulatory Affairs
Corporations Division
PO Box 92300
Washington, DC 20090
Phone: (202) 442-4400

Corporate Online Services Information:

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

BY-LAWS
OF
LEARN D.C. PUBLIC CHARTER SCHOOL
(a District of Columbia Nonprofit Corporation)

ARTICLE I

Educational and Charitable Purposes

Section 1. General Purpose.

This corporation is a nonprofit corporation and is not organized for the private gain of any person. It is organized under the District of Columbia Nonprofit Corporation Act of 2010 (the “Law”) for charitable purposes.

This corporation is organized and shall be operated exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States internal revenue code (the “Code”). Notwithstanding any other provision of these Bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Code section 501(c)(3), or (b) by a corporation, contributions to which are deductible under Code section 170(c)(2).

Section 2. Specific Purpose

The specific purpose of this corporation is to create and operate public charter schools focused on providing students with the academic foundation and ambition to earn a college degree. The schools shall be operated for educational purposes only.

Section 3. Powers

The corporation may engage in any activities that are reasonably related to or in furtherance of its stated educational charitable purposes, but not any other objects or purposes. Specifically, the corporation may exercise the following powers to the extent permitted by law as well as those set forth at D.C. Code § 38–1802.04(b) and (b-1):

To receive, accept, hold and administer funds exclusively for such objects and

purposes, and, to what end, to take and receive, by bequest, devise, gift or benefit or trust, any property, real, personal, tangible or intangible, wheresoever located;

To purchase, otherwise acquire, construct upon, or lease any property, real or personal, tangible or intangible, including, but not limited to, securities and secure obligations of any nature whatsoever, wherever located;

To hold, sell, lease, convey and otherwise dispose of any property so received, purchased, constructed or otherwise acquired, and invest and reinvest the principal thereof, and receive, invest and reinvest the income there from;

To add any such income to principal, and to deal with use, expend, convey, donate, assign or otherwise transfer the property of the corporation whether principal or income, exclusively for its objects or purposes; and to hold uninvested any part or all of its funds for such length of time as may be necessary or desirable to carry out such objects and purposes;

To exercise its rights, powers and privileges by holding meetings of its Board of Trustees, and by keeping its books and by employing personnel and establishing one or more offices, branches, subdivisions and agencies in any part of the United States of America and elsewhere; and

To do everything and anything reasonably and lawfully necessary, proper, suitable or convenient to achieve its stated objects and purposes.

Section 4. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. 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 provided by Section 501(h) of the Code), and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law); or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

Section 5. The Corporation will dissolve if the charter is revoked, non-renewed and no review

of such a decision is reversed upon review, or if the charter is voluntarily relinquished.

Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. All assets of the School Corporation shall be disposed of in strict compliance with the requirements of DC Code § 38-1802.13a.

ARTICLE II

Offices

The principal office of the Corporation for the transaction of the business of the Corporation shall be fixed and located at such place within the District of Columbia as the Board of Trustees (the “Board”) shall determine. By resolution, the Board is granted full power and authority to change such principal office from one location to another.

ARTICLE III

Member

Section 1. Member. The sole member of this Corporation shall be LEARN Charter School Network, an Illinois not-for-profit corporation (the “Member”).

Section 2. Rights Reserved to the Member. The following powers are reserved exclusively to the Member:

- a. To approve material amendments to the corporation’s Articles of Incorporation and Bylaws;
- b. To appoint and remove, over the course of a single fiscal year, with or without cause, (1) one-half (1/2) of the board of trustees whenever there is an even number of trustees, or, (2) one (1) less than a majority of the trustees whenever there is an odd number of trustees (any such removal shall be consistent with Article IV, Section 14);
- c. To approve the merger, consolidation, or affiliation of the corporation with

another corporation, organization or program, or the dissolution of the corporation; and

- d. To approve the assumption or creation of any indebtedness of the corporation, except in the ordinary course of business of the corporation.
- e. To approve the Board's decisions relating to the hiring, contract renewal and termination of the Executive Director.

These reserved powers may be exercised as determined by the Member's board of directors.

Section 3. Transfer or Assignment

The Member may not transfer or assign its membership interest or any rights arising therefrom.

Section 4. No liability

The Member shall not, as such, be personally liable to the creditors of the corporation for any indebtedness, liability or obligation, and any or all creditors of the corporation shall look only to the assets of the corporation for payment.

ARTICLE IV

Trustees

Section 1. General Powers

Subject to the limitations of the Corporation's Articles of Incorporation, the powers reserved to the Member, these Bylaws and the Law, the business, property and affairs of the Corporation shall be managed by its Board of Trustees. The Board may delegate the management of the activities of the Corporation to any person or persons, a management company, or committees however composed, provided that the activities and affairs of the Corporation shall be managed, and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. Number and Qualifications

The Board of Trustees shall determine from time to time the number of Trustees which shall be a maximum of nine (9) and a minimum of three (3). The Board shall have an odd number of Trustees, of which a majority shall be residents of the District of Columbia and at least two (2) Trustees of the permanent Board of Trustees shall be parents of students attending the Corporation's

public charter school.

Section 3. Election and Term of Office

All Founding Board Trustees shall be appointed to the Inaugural Board of Trustees by the Member. The Founding Board Trustees shall serve until such time as the individuals who shall serve as Trustees on the permanent Board of Trustees are appointed.

To establish the permanent Board of Trustees, the Member shall appoint four (4) Trustees pursuant to Article III, Section 2. With respect to such Board seats, the Board, upon affirmative vote of a majority of the Trustees then in office, may nominate a slate of individuals for consideration for appointment to the Board by the Member, which the Member shall consider in good faith. By majority vote of the full Board, the Board shall elect three (3) additional Trustees from a slate of individuals nominated by the Member. Also by majority vote of the full Board, the Board shall elect the remaining Trustees, who shall be parents of students enrolled at the Corporation's public charter school. Regardless of the manner by which a trustee is selected to serve on the Board, Trustees of the Corporation shall owe their fiduciary duties and good faith to the Corporation and shall be responsible for ensuring that the Corporation's educational and charitable purposes are being achieved.

The Trustees for the permanent Board of Trustees shall be elected at an annual meeting and shall serve for no more than three (3) renewable terms of two (2) years, for a maximum of six (6) consecutive years. A former Trustee may be re-elected to serve following a period of non-service of at least one year. By resolution, the Trustees may arrange for terms to be staggered, including by establishing one (1) or two (2) year terms for the initial terms of certain Trustees.

Section 4. Regular Meetings

The Board shall meet at least quarterly on dates determined by the Board. The Board of Trustees will provide by resolution the time and place, for the meetings of the Board without notice other than such resolution. The Annual Meeting of the Board of Trustees shall be held within three (3) months of the end of each fiscal year at a place to be determined by the Board.

Section 5. Special Meetings

Special meetings of the Board of Trustees may be called at the request of the Chairperson or a majority of the Trustees. The Secretary shall fix the time and place for any special meetings.

Section 6. Notice

Notice of the time and place of an Annual or Regular Meeting shall be given to the Member and each trustee either by messenger, regular mail, electronic mail or facsimile in advance of the meeting. Notice of all meetings of the Board of Trustees, including annual, regular and special

meetings, shall be given to the public in a manner consistent with the Open Meetings Law.

Section 7. Place of Meeting

Regular or special meetings of the Board shall be held at any place within the District of Columbia or within the vicinity of the District of Columbia which has been designated by the Board. In the absence of such designation, regular meetings shall be held at the principal location of the corporation.

Section 8. Action by Consent

Any action required or permitted to be taken at any meeting of the Board of Trustees, or of any committee as provided herein, may be taken without a meeting, if written consents are signed by each director or each committee member and the Member has been notified in advance. Such written consents shall be filed with the minutes of the proceedings of the Board of Trustees or a committee. Action taken by the Board, or any committee thereof, without a meeting will be done so to the extent permitted by the Open Meetings Law.

Section 9. Quorum

A majority of the current number of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if a quorum is not present at any meeting, a majority of the Trustees present may adjourn the meeting to another time. A Trustee need not be physically present at a meeting to be considered present for purposes of a quorum, so long as the Trustee is participating by telephone, electronically or other electronic means. All matters shall be decided by the vote of a majority of Trustees present at a meeting duly held at which a quorum is present, and every such act or decision shall be the act of the Board, unless a greater number is required by Law, the Articles, or these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Trustees, so long as the required quorum is still present, and any action taken is approved by at least a majority of the required quorum for such meeting.

Section 10. Manner of Acting

On votes of the Board of Trustees, a simple majority of a quorum will prevail if not otherwise prescribed. Without limiting the foregoing and subject to the powers reserved to the Member, a two-thirds (2/3) vote of the total Board of Trustees shall be required for:

- a. Approval of the annual expenditures and capital budget
- b. The hiring or release of the Executive Director
- c. Approval to purchase, lease, or sell real estate
- d. The amendment or repeal of Bylaws or the Articles of Incorporation or the adoption of

- new Bylaws not deemed material pursuant to Article III, Section 2
- e. The appointment of officers and committees of the Board or filling of vacancies for any office or on any committee
 - f. Proposal or acceptance of any material modification to the charter

Section 11. Vacancies

Vacancies of Board seats held by elected Trustees shall be filled by the affirmative vote of the remaining Trustees then in office, or by a sole remaining trustee. Vacancies of Trustees appointed by the Member shall be filled by the Member in the manner set forth in Section 3. Each trustee so elected or appointed shall hold office until the expiration of the term of his or her predecessor.

Section 12. Compensation

Trustees shall not receive any compensation but shall be reimbursed for reasonable expenses incurred due to the trustee's service on behalf of the corporation.

Section 13. Honorary Board Members, Advisory Committee, Ex Officio Members

The Board of Trustees may appoint honorary trustees and/or advisory trustees under whatever title desired for fund raising, consultant services, organizational support and other activities. Such appointments shall be for a term determined by the Board and such members shall be non-voting trustees.

Section 14. Removal

Any non-parent trustee may be removed with or without cause by the Member after consultation with the Board and consistent with Article III Section 2. Any elected trustee who serves as a parent trustee may be removed with or without cause by the affirmative vote of a majority of trustees then in office.

ARTICLE V

Board of Trustees Officers

Section 1. Officers

The officers of the Board of Trustees once permanently established shall be a Chair, a Secretary, and a Treasurer, each of whom shall be a Board Trustee and shall be chosen by and hold office at the pleasure of the Board. Any number of offices required or permitted by this Article

may be held by the same person, except that the offices of Treasurer, Secretary and Chair may not be concurrently held by the same person.

Section 2. Election

The Officers of the Board of Trustees shall be elected or appointed every other year by the Board of Trustees. Such biennial election or appointment shall take place at any regular or special meeting of the Board.

Section 3. Term of Office

All Board Officers shall hold office for a period of two (2) years or until their earlier death, resignation, or removal.

Section 4. Removal

Any officer may be removed at any time with or without cause and with or without notice by the affirmative vote of the Board.

Section 5. Duties

Chair. The Chair of the Board shall preside at all Board meetings and meetings of the Executive Committee. The Chair shall also be an ex officio member of all other committees. Subject to the discretion and control of the Board and the powers reserved to the Member, the Chair shall have general supervision, direction and control over the affairs and property of the corporation and over its several officers and shall have such other powers and perform such other duties as may be delegated by the Board from time to time.

Secretary. The Secretary shall serve as the custodian of the Board of Trustees meeting minutes, shall be responsible for maintaining and authenticating the records of the school and shall perform such duties and have such powers as may be delegated by the Board from time to time.

Treasurer. The Treasurer shall oversee the financial affairs of the Corporation and shall have such other powers and perform such duties as may be delegated by the Board and required by applicable law and the District of Columbia Public Charter School Board.

Section 6. Vacancies

All vacancies in any Board office shall be filled by the Board of Trustees by a 2/3 majority vote.

ARTICLE VI

Committees

Section 1. Committees

The Board of Trustees shall establish and maintain no less than three (3) Standing Committees: Executive Committee, Academic Achievement Committee, and Finance and Development Committee.

The Board, from time to time, may designate such additional committees as it deems necessary to carry out the purposes of the corporation.

The committees shall have all the powers authorized in these Bylaws and shall have any additional powers specifically delegated by the Board of Trustees except that any such delegation shall be limited to no more than twice per fiscal year and no committee shall have the power to (a) authorize distributions; (b) approve or recommend to the Board of Trustees the dissolution, merger, or the sale, pledge or transfer of all or substantially all of the Corporation or its assets; (c) elect, appoint, or remove Trustees or fill vacancies on the Board or on any of its committees; (d) adopt, amend, or repeal the Corporation's charter, Articles of Incorporation or Bylaws; or (e) take any action that would otherwise require a 2/3 majority vote of the Board of Trustees. Each committee chair shall regularly report the committee's activities to the Board of Trustees.

Section 2. Executive Committee Powers

The Executive Committee shall be elected by the Board of Trustees at the annual meeting of the Board. The Chair, Treasurer and Secretary shall constitute the Executive Committee which Committee may act on behalf of the Board of Trustees between Board meetings. A majority of the Executive Committee shall be required to transact any business unless otherwise required by these Bylaws.

Section 3. Appointment

Members of the various committees shall be appointed by the Board Chair and such appointments shall be subject to approval or ratification by the Board of Trustees.

Section 3. Term of Office

Each member of a committee shall continue as such until the next annual meeting of the Board of Trustees and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall refuse, be unable to act or shall be removed.

Section 4. Committee Chair

One member of each committee shall be appointed Committee Chair by the committee members.

Section 5. Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum

Unless otherwise provided in the resolution of the Board of Trustees designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of a quorum shall be the act of the committee.

ARTICLE VII

Contracts, Checks, Deposits and Funds

Section 1. Contracts

The Board of Trustees may authorize any officer or officers, director or Trustees, agent or agents of the corporation, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, director or Trustees, agent or agents of the corporation and in such manner as shall from time to time be determined by the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Chair or Treasurer.

Section 3. Deposits

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

Section 4. Gifts

The Board of Trustees may accept on behalf of the corporation any contribution, gift, bequest or, devise for the general purpose or for any special purpose of the corporation.

Section 5. Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceeding of its members, Board of Trustees, and committees, and shall keep at the registered or principal office a recording giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE VIII

Miscellaneous Provisions

Section 1. Indemnification of Trustees, Officers and Employees

Subject to the limitations of this Article, the Corporation shall indemnify any person who was or is a party of or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a committee member, a Director, an Officer, or staff of the Corporation (“Covered Persons”), against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding except to the extent such expenses are caused by the negligence or willful misconduct or breach of any duties owed to the Corporation such person. Notwithstanding the foregoing, with respect to any criminal action or proceeding, the Corporation shall indemnify a Covered Person only if such Covered Person had no reasonable cause to believe such conduct was unlawful and only if it is determined he/she acted without negligence or that his/her actions did not constitute misconduct. The termination of any action, suit or proceeding by judgment or settlement, condition or upon a plea of Nolo Contendere or its equivalent shall not, in and of itself, create a presumption that such Covered Person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Any indemnification under this Article shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because such person has met the applicable standard of conduct set forth in this Article. Such determination shall be made by the Board of Trustees consisting of members who are not parties to such action, suit or proceeding or, if such quorum is not attainable, a quorum of disinterested members.

Section 2. Insurance

The corporation shall purchase and maintain insurance with a limit of coverage not less than that specified in Section 29-406.90 of the Law on behalf of any director, officer, employee, or agent of the corporation against any liability asserted against or incurred by such person in such capacity or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against such liability under the provisions of this Article.

Section 3. Fiscal Year

The fiscal year of the corporation shall end on the last day of June of each year.

Section 4. Waiver of Notice

Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 5. Amendments

These Bylaws may be amended or repealed by the Board as set forth herein consistent with Article IV, Section 10 or the Member, consistent with Article III, following consultation with the Board. Subject to the prior or subsequent written consent of the Member, nonmaterial provisions of these Bylaws may be amended or repealed by the affirmative vote of at least two-thirds of the number of Trustees then in office. In the case of a written consent of the Member received prior to an amendment to or repeal of these Bylaws proposed to be voted on by the Board, such written consent shall be subject to, and shall only become effective upon, such affirmative vote. In the case of a written consent of the Member received after such an affirmative vote, the Board approved amendment or repeal shall become effective upon the receipt of such written consent of the Member.

Similarly, the Articles of Incorporation may be amended or repealed by the Board as set forth herein consistent with Article IV, Section 10, or the Member, consistent with Article III, following

consultation with the Board. Subject to the prior or subsequent written consent of the Member, nonmaterial provisions of the Articles of Incorporation may be amended or repealed by the affirmative vote of at least two-thirds of the number of Trustees then in office. In the case of a written consent of the Member received prior to an amendment to or repeal of the Articles of Incorporation proposed to be voted on by the Board, such written consent shall be subject to, and shall only become effective upon, such affirmative vote. In the case of a written consent of the Member received after such an affirmative vote, the Board approved amendment or repeal shall become effective upon the receipt of such written consent of the Member.

Section 6. Nondiscrimination Policy

The LEARN D.C. Public Charter School shall admit students of any race, color, national and ethnic origin, disability, sex, sexual orientation, gender identity or religion, to all rights, privileges, programs, and activities generally accorded or made available to students at the school. It shall not discriminate on the basis of race, color, national and ethnic origin, disability, sex, sexual orientation, gender identity or religion in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic or other school-administered programs. The Board of Trustees shall not discriminate on the basis of race, color, or national or ethnic origin, disability, sex, sexual orientation, gender identity or religion in its hiring practices.

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

LEARN DC Public Charter School (“LEARN DC PCS”) is committed to ensuring the health and safety of students, families, staff, and visitors of the school. As required by the School Reform Act, LEARN DC PCS will fully comply with all applicable federal and District of Columbia health and safety laws and regulations and any applicable requirements of the Occupational Safety and Health Administration. Each year, LEARN DC PCS will submit reporting to the District of Columbia Public Charter School Board (“DC PCSB”) that verifies the school’s facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia.

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

The school will maintain a health suite that accommodates a nurse from the DC Department of Health. LEARN DC PCS will provide required and appropriate health and safety training to its staff, including but not limited to at least two staff members certified in administering medication, and annual CPR and First Aid trainings. The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations by collecting completed Universal Health Certificates from students and will provide parents with information on such requirements.

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

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

Attachment D

Assurances to Seek, Obtain, and Maintain Accreditation

LEARN DC Public Charter School acknowledges its obligation to seek, obtain, and 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). LEARN DC Public Charter School assures that it will obtain such accreditation by the end of its first nine years of operation in accordance with the District of Columbia Public Charter School Board's *Accreditation Policy*.

Attachment E

Relationship Between School and Employees

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

RECEIPT OF LEARN DC PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of LEARN’s Employee Handbook which contains important information about my employment with LEARN DC Public Charter School (LEARN DC). I understand that I am expected to read the handbook in its entirety and that I should consult with my supervisor or Human Resources regarding any questions about the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook.

I understand that the information, policies, and benefits described herein are subject to change. All such changes will normally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I agree to abide by any future revisions made to the LEARN DC Employee Handbook.

I acknowledge that I have entered into an at will employment relationship with LEARN DC voluntarily, and understand that there is no specified length of employment. Accordingly, either LEARN DC or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice. I understand and agree that no person other than the Executive Director may enter into an employment agreement for any specified period of time, or make any agreement contrary to LEARN DC’s stated employment-at-will policy.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement. I accept the terms of the handbook and understand that this form will be retained in my personnel file.

Employee Signature

Dated: _____

Attachment F

Insurance Requirements

Upon securing a facility, LEARN DC Public Charter School will work with an insurance broker to secure the necessary insurance as determined by the Board of Trustees. LEARN DC 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 G
Key Personnel Positions

Board Chair

Executive Director

Principal

Director of Operations

Director of Student Support Services

Business Manager