

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

BREAKTHROUGH MONTESSORI PUBLIC CHARTER SCHOOL

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## CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2016, and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and BREAKTHROUGH MONTESSORI 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 determined (i) 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'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 written request for approval for any 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 Sections §§38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement.

## **SECTION 2. EDUCATIONAL PROGRAM**

### **2.1** Mission Statement.

**A.** The School Corporation shall operate the School in accordance with its mission statement:

The mission of Breakthrough Montessori Public Charter School is to provide families of Washington, DC, a fully-implemented, public, Montessori program designed to enable children to develop within themselves the power to shape their lives and the world around them.

**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 Pre-kindergarten 3 ("**PK-3**") through Pre-



kindergarten 4 (“**PK-4**”). In each of the succeeding four Academic Years, the School may provide instruction to students in grades in accordance with **Schedule I. “Academic Year”** shall mean the fiscal year of the School Corporation ending on June 30 of each calendar 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 age/grade.

## **2.3** Goals and Academic Achievement Expectations.

**A.** The School Corporation has selected as its measure of goals and academic achievement expectations for its PK-3 through 6th grade programming the Early Childhood/Elementary School/Middle School Performance Management Framework (“**EC/ES/MS PMF**”).

(i) Accordingly, changes to the EC/ES/MS 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 will automatically become part of the measurement of the school’s goals and academic achievement expectations. However, if changes other than those listed above are made to the PMF that the School Corporation elects not to accept, the School Corporation shall provide DC PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

(ii) If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by DC PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section. (“**Campus**” is defined in 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 Office of the State Superintendent of Education (“**OSSE**”). A campus may have a distinct grade-span, such as early childhood, elementary, middle, high school, or adult education, or it may include a combination of the preceding. A campus may be in the same facility or different facilities.)

(iii) Early Childhood Outcomes: The full description of the EC/ES/MS PMF is contained in the associated technical guide. However DC PCSB staff wishes to emphasize that, per the EC/ES/MS PMF, DC PCSB will use a teacher interaction score to assess prekindergarten (“**PK**”) instruction in schools with PK programs. This measure will be shown within the School Environment indicator on the EC/ES/MS PMF, and the Classroom Assessment Scoring System (“**CLASS**”) observation tool will measure teacher-student interaction. The table below describes each indicator of CLASS for which the school will be measured for its early childhood program. In addition, the school has chosen a number of assessments in literacy, math, and socio-emotional growth to be included in the PMF. The table below describes each assessment for which the school will be

measured for its early childhood program and whether or not each measure will

be included in the School's Tier. If a measure is not included in the School's PMF scoring, it will be displayed on the PMF as an untiered measure.

Domain	Measure/Assessment	Counts in Scoring?
<b>Pre-kindergarten Emotional Support</b>	Classroom Assessment Scoring System (CLASS) Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
<b>Pre-kindergarten Classroom Organization</b>	Classroom Assessment Scoring System (CLASS) Classroom Organization Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
<b>Pre-kindergarten Instructional Support</b>	Classroom Assessment Scoring System (CLASS) Instructional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
<b>Pre-kindergarten Literacy Student Outcomes</b>	mCLASS CIRCLE as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
<b>Pre-kindergarten Math Student Outcomes</b>	mCLASS CIRCLE as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
<b>Kindergarten – Second Grade Literacy Student Outcomes</b>	NWEA MAP as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
<b>Kindergarten – Second Grade Math Student Outcomes</b>	NWEA MAP as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No

**B. Standard for charter review and renewal.** The School Corporation will be deemed to have met its goals and academic achievement expectations if:

**Fifth-Year Charter Review:**

At its fifth-year charter review, the School Corporation will need to have earned at least 40% of the possible PMF points in at least two of the most recent three years in operation to be deemed as having met its goals and student academic achievement expectations during this review.

**Tenth-Year Charter Review:**

At its tenth-year charter review, the School Corporation will need to have:

- earned at least 50% of the possible PMF points in two of the most recent three years; and
- earned at least 45% in any four of the previous five years.

**Charter Renewal:**

The School Corporation will need to have:



- earned at least 55% of the possible PMF points in two of the most recent three years; and
- earned at least 45% in four of the previous five years.

**C.** Improvement Provision: 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 demonstrated consistent improvement on overall PMF scores over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

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

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

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

## **2.5** Students with Disabilities.

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

**B.** Pursuant to § 38-1802.10(c) of the Act, the School Corporation shall be treated as a local educational agency ("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 1244 Taylor St. NW, Washington, D.C. 20011 (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 **Attachment F** 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 **Attachment F** shall be kept on file at the School.

B. Unless otherwise approved by DC PCSB in writing, 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. DC PCSB reserves the right to delay or prohibit the School’s opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in **Attachment F** at least one month prior to the first day of the School’s operation at the new School Property.

### 3.2 Enrollment.

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

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



Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

C. The School shall maintain an enrollment of no more than 90 students in the first Academic Year, no more than 135 students in the second Academic Year, no more than 180 students in the third Academic Year, no more than 225 students in the fourth Academic Year, no more than 270 students in the fifth Academic Year, no more than 315 students in the sixth Academic Year, no more than 360 students in the seventh Academic Year, and no more than 405 students in subsequent Academic Years 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*.

### 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 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 change to its Discipline Policies that is 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 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.

C. The School Corporation shall report any student expulsions or suspensions to DC PCSB in accordance with DC PCSB's stated policies and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the 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.** Within five years of the effective date of this Agreement, 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 by-laws 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 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 *Submission of Procurement Contracts and Board of Trustees' Meeting Minutes Policy*, awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding the threshold provided in the Act, within the timeframe defined by the policy, certain documents defined by the policy, including: (i) all bids for the contract received by the School Corporation, if any; (ii) the name of the contractor who is awarded the contract; (iii) the rationale for the award of the contract; and (iv) the executed contract. 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 DC PCSB's *Submission of Procurement Contracts and Board of Trustees' Meeting Minutes 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, other than the third party designated in its petition (a "**School Management Contract**"). The School Corporation shall submit a written request for approval to DC PCSB before canceling; terminating; or materially amending, modifying, or supplementing any contract entered into 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 *Submission of Procurement Contracts and Board of Trustees' Meeting Minutes Policy*, the School Corporation's conflict of interest policies and procedures, and the 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.

**5.5** Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment H**. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall include the Board of Trustees and its directors, officers, employees, and agents as insureds. As part of the Annual Compliance Reporting, the Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary (see **Attachment H**), subject to the availability of such insurance on commercially reasonable terms. However, should any insurance coverage expire prior to the Annual Compliance Reporting schedule, within thirty days of expiration, the Board of Trustees will provide to DC PCSB either a notice that the Board of Trustees has determined that such



coverage is no longer necessary or a certificate of insurance renewal or revision. Prior to the first year of operation, the School Corporation shall provide proof of insurance pursuant to **Attachment H**.

**5.6** **Tax-Exempt Status**. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia within two years from the date hereof 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 an employee 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, 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, but at a minimum once every two years.

## **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*, 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 Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2016. ("**Interim Period**" shall mean monthly, and from time to time thereafter, upon written notice by DC PCSB to the School Corporation, 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 its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a "**Budget**") for the next succeeding Academic Year. The School Corporation's initial Budget shall be in accordance with the Budget submitted with its Petition to DC PCSB. If DC PCSB has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded in writing, the School Corporation may only implement a Budget with the prior written approval of DC PCSB; DC PCSB may specify the format and categories and information contained in the Budget.

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

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

**7.7 Key Personnel Changes.** The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five business days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of



Trustees, an officer of the School Corporation, or a key personnel as identified by position in **Attachment I** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

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

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

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

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

## **SECTION 8. COMPLIANCE**

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



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

**8.3** Exemption from Provisions Applicable to D.C. 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, Board of Education, Mayor, or 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, electronic 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 allow copies to be made 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 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 August 22, 2016; 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; (b) 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; (c) 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 (d) 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 for (i) liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; (ii) discharging the School Corporation's debts; and (iii) distributing any remaining assets in accordance with §29-412.06 and §29-412.07 of the District of Columbia Code and § 38-1802.13a of the Act.

### **SECTION 10.            OTHER PROVISIONS**

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

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

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

**10.4**     Entire Agreement; Amendments. This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that Attachments A-E which constitute the School Corporation's Charter can only be modified or amended through Petition for Charter Revision subject to 1.1(B) of this agreement, except that



Attachments A, B, and E require only DC PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

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

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

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

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

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

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

If to DC PCSB:

District of Columbia Public Charter School Board  
3333 14<sup>th</sup> St., NW; Suite 210

Washington, D.C. 20010  
Attention: Scott Pearson, Executive Director  
spears@dcpcsb.org  
Telephone: (202) 328-2660

If to the School Corporation:

1244 Taylor St. NW  
Washington, D.C. 20011  
Attention: Keith Whitescarver, Executive Director  
keith.whitescarver@breakthroughmontessori.org  
Telephone: (860) 952-9662

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the dates written below.

**SCHOOL CORPORATION**

[REDACTED]

**By: Sam Whitfield**

**Title: Breakthrough Montessori Public Charter  
School Board Chair**

**Date: 5/17/2016**

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**

[REDACTED]

**By: Darren Woodruff, Ph.D.**

**Title: District of Columbia Public Charter  
School Board Chair**

**Date: 5/18/2016**

## **ATTACHMENTS**

SCHEDULE I	Maximum Enrollment Schedule
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	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Insurance Requirements
ATTACHMENT I	Key Personnel

## Schedule I. Maximum Enrollment Schedule

### Breakthrough Montessori Public Charter School

*Breakthrough Montessori PCS reserves the right to adjust the number of students in each grade, while staying within the confines of the total LEA enrollment for each school year.*

<b>Grade</b>	<b>2016-17 and Every Subsequent Year in Which the School Corporation Serves Students in Grades PK3-PK4</b>	<b>2017-18 or Every Year in Which the School Corporation Serves Students in Grades PK3-K</b>	<b>2018-19 or Every Year in Which the School Corporation Serves Students in Grades PK3-1</b>	<b>2019-20 or Every Year in Which the School Corporation Serves Students in Grades PK3-2</b>	<b>2020-21 or Every Year in Which the School Corporatio n Serves Students in Grades PK3-3</b>	<b>2021-22 or Every Year in Which the School Corporatio n Serves Students in Grades PK3-4</b>	<b>2022-23 or Every Year in Which the School Corporatio n Serves Students in Grades PK3-5</b>	<b>2023-24 or Every Year in Which the School Corporatio n Serves Students in Grades PK3-6</b>
PK3	45	45	45	45	45	45	45	45
PK4	45	45	45	45	45	45	45	45
K	0	45	45	45	45	45	45	45
1	0	0	45	45	45	45	45	45
2	0	0	0	45	45	45	45	45
3	0	0	0	0	45	45	45	45
4	0	0	0	0	0	45	45	45
5	0	0	0	0	0	0	45	45
6	0	0	0	0	0	0	0	45
7	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
Adult	0	0	0	0	0	0	0	0
<b>LEA Total</b>	90	135	180	225	270	315	360	405



## **ATTACHMENT A**

### **Rules and Policies for Governance and Operation of Breakthrough Montessori Public Charter School**

Breakthrough Montessori Public Charter School's Board of Trustees is the chief governing body of the organization, with ultimate accountability and fiduciary responsibility for the school's charter. The Board of Trustees holds the school's charter in trust for the citizens of the District of Columbia and holds the administrative team accountable for the school's performance. The Board sets the overall policy of the school consistent with state and federal laws. The Board's duties include: monitoring operations of the school; ensuring that the school complies with applicable laws and provisions of its charter; monitoring progress of the school in meeting students' academic achievement expectations and goals specified in its charter; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Board of Trustees Chair is the President of the Board, and the Chief Executive Officer is an *ex-officio*, non-voting Board of Trustees member and reports to the Board. All other employees report to the Chief Executive Officer. There is no management company engaged in the oversight of Breakthrough Montessori Public Charter School.

The Board of Trustees has adopted a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement, which may benefit any Trustee, officer, employee, affiliate, or member of a committee with Board-delegated powers. Trustees will be asked to sign the conflict of interest policy annually. A Trustee will be considered to have a conflict of interest if (a) the Trustee has existing or potential financial interests that interfere or even have the perception of interfering with the Trustee's independent unbiased judgment in fulfilling his/her responsibilities to the school, or (b) the Trustee is aware that a member of his/her family or any organization in which the Trustee (or a member of his/her family) is an officer, director, employee, member, partner, trustee, or controlling stockholder, has an existing or potential financial or other interest and in accordance with DC PCSB's contracting and conflict of interest policies. If a Board of Trustee member has a conflict of interest then he/she 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 conflicting interest transaction decisions in alignment with the mission of the school, and in compliance with local and Federal laws and PCSB policies.





ARTICLES OF INCORPORATION  
OF  
BREAKTHROUGH MONTESSORI PUBLIC CHARTER SCHOOL

The undersigned incorporator, a natural person 18 years of age or older, in order to form a corporate entity under the Washington, District of Columbia Statutes, adopts the following articles of incorporation.

ARTICLE I

NAME

The name of this corporation shall be Breakthrough Montessori Public Charter School.

ARTICLE II

REGISTERED OFFICE

The name of the corporation's initial registered agent is INCORP Services, Inc. and the registered agent's address is INCORP Services, Inc., 1090 Vermont Avenue, NW, Washington, D.C. 20005. The place where the principal office of the corporation is to be located is 1638 R St NW, Suite 300, Washington, DC 20009.

ARTICLE III

PURPOSE

This corporation is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. This corporation is organized and incorporated as a nonmember corporation under the Nonprofit Corporation Act of 2010.

ARTICLE IV

EXEMPTION REQUIREMENTS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its 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 Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. 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, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## ARTICLE V

### PERSONAL LIABILITY

No officer or director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the officer, or director be subject to the payment of the debts or obligations of this corporation.

## ARTICLE VI

### DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed in accordance with §38-1803.13a of the D.C. Code and 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## ARTICLE VII

### INCORPORATOR

The incorporator of this corporation is Reanna Corinne Blackford. The undersigned incorporator certifies that she executes these articles for the purposes herein stated.

IN WITNESS WHEREOF, the incorporator(s) have signed these Articles of Incorporation as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Reanna Corinne Blackford  
Name of Incorporator

125 Whiting Lane  
West Hartford, CT 06119  
Address

\_\_\_\_\_  
Signature of Incorporator

**BYLAWS**  
**OF**  
**BREAKTHROUGH MONTESSORI PUBLIC CHARTER SCHOOL**  
**(the “Organization”)**

**ARTICLE I – PURPOSES, POWERS AND OFFICES**

**ARTICLE II – MEMBERSHIP**

**ARTICLE III – TRUSTEES**

**ARTICLE IV – COMMITTEES**

**ARTICLE V – OFFICERS**

**ARTICLE VI – RECORDS AND REPORTS**

**ARTICLE VII – INDEMNIFICATION**

**ARTICLE VIII – CONFLICTS OF INTEREST AND CONFIDENTIALITY POLICY**

**ARTICLE IX – DISSOLUTION**

**ARTICLE X – CONSTRUCTION**

**ARTICLE XI – AMENDMENTS**

## **ARTICLE I – PURPOSES, POWERS AND OFFICES**

Section 1.01 The purposes for which this Organization has been organized, and the powers granted to it (including limitations thereon), shall be as follows:

(a) Solely, to maintain and operate a public charter school as a not-for-profit enterprise and for other charitable and educational purposes related thereto;

(b) To distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws;

(c) The Organization shall not engage in any act of self-dealing as defined in Section 4941 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws;

(d) The Organization shall not retain any excess business holdings as defined in Section 4943 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws;

(e) The Organization shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws;

(f) The Organization shall not make any taxable expenditures as defined in Section 4945 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws;

(h) Within the foregoing limitations, the Organization shall have the power:

(A) to accept, receive, hold, invest, reinvest and administer contributions, gifts, legacies, bequests, devises, funds and property of any sort or nature without limitation, whether from general public, or from private or public charities or foundations;

(B) to apply, expend, disburse, grant or contribute its income and, if deemed desirable, the principal of its property, to accomplish directly or indirectly any of its purposes;

(C) in order to secure funds for accomplishment of its purposes, to acquire, hold, purchase and sell stocks, bonds, securities, and obligations of every other kind and description and to do the following with respect thereto;

(D) to borrow money, whether upon the security of any property at anytime held by it or otherwise;

(E) to purchase, sell, lease or mortgage real estate as provided by law;  
and

(F) to do any and all lawful acts suitable, useful, desirable or proper, for the advancement, promotion, fostering or accomplishment of any aforesaid purposes, directly or indirectly, but nothing herein is intended to authorize powers that are not primarily for charitable purposes permitted under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provisions of subsequent litigation).

Section 1.02 The Organization shall continuously maintain within the District of Columbia a registered agent and a registered office as required by law. The Board of Trustees in accordance with applicable law may change the registered office from time to time.

## **ARTICLE II – MEMBERSHIP**

Section 2.01 The Organization shall have no members. The management of the affairs of the Organization shall be vested in a Board of Trustees, as defined in the Organization's bylaws. No Trustee shall have any right, title, or interest in or to any property of the Organization.

## **ARTICLE III – BOARD OF TRUSTEES**

Section 3.01 Management. The Organization shall be managed by a Board of Trustees, which shall consist of not less than seven (7) and not more than fifteen (15) trustees, two (2) of whom shall be parents of current students. Each trustee shall be at least eighteen (18) years of age, and the majority shall be residents of the District of Columbia.

Section 3.02 Powers and Duties. Subject to any restrictions by law, the Articles of Incorporation, and these Bylaws ("Bylaws"), the affairs, property, and business of the Organization shall be managed by the Board, which shall have the ultimate authority and responsibility relating thereto. Without limiting the foregoing, the Board shall have the power to delegate authority to the officers and committees of the Board, to hire and discharge employees and agents of the Organization and to fix their duties and compensation, and to adopt rules relating to management of the Organization.

Section 3.03 Election; Term of Office; Staggered Terms. At the annual meeting following the passage of these Bylaws, the Board shall elect trustees into three classes of approximately equal size. By a vote of the majority of the Board, the trustees shall initially elect one-third of the trustees to one-year terms; one-third of the trustees to two-year terms; and one-third of the trustees to three-year terms. At each subsequent annual meeting, the Board shall elect trustees to replace those whose terms are expiring to a term of three years. Except in the case of resignation or removal under these Bylaws, each trustee shall hold office until the expiration of the term of office and subsequent designation or election and qualification of a successor. No trustee shall serve more than two consecutive, three-year terms without at least a one year break between terms except ex-officio trustees. To become a trustee, a person shall be nominated by a trustee and elected by a majority of the Board of Trustees.

Section 3.04 Changes in Number and Term. The number of trustees may be increased or decreased by a vote of two-thirds (2/3) of all trustees. No decrease in the number of trustees shall shorten the term of any incumbent trustees.

Section 3.05 Vacancies. Newly-created trusteeships resulting from an increase in the number of trustees and vacancies occurring on the Board may be filled by a vote of a majority of the trustees then in office, (for which vote, quorum shall be based on the number of trustees then in office), unless otherwise provided by the Articles of Incorporation.

Section 3.06 Removal. Any one or more trustees may be removed without cause by a two thirds vote of the Board.

Section 3.07 Resignation. A trustee may resign at any time by giving written notice to the Board, the Chairman or the Secretary of the Organization. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 3.08 Quorum. Unless otherwise provided in the Articles of Incorporation, a simple majority of the entire Board then seated shall constitute a quorum for the transaction of business or of any specified term of business.

Section 3.09 Action. Unless otherwise required by law, the vote of a majority of the trustees present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. Each trustee present shall have one vote. Any action authorized, in writing, by all the trustees entitled to vote thereon and filed with the minutes of the Board shall be the act of the Board of Trustees with the same force effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 3.10 Place and Time of Meetings. The Board may hold its meetings at the principal office of the Organization or at such other places, either within or without the District of Columbia, as it may from time to time determine.

Section 3.11 Annual Meeting. There shall be a regular annual meeting of the Board at a time and place determined by the Board of Trustees.

Section 3.12 Notice of Meetings and Adjournments. Regular meetings of the Board may be held without notice at such time and place as it shall from time to time determine. Meetings will be held on a bimonthly basis, with additional meeting held as needed. There will be a minimum of six (6) meetings per year. Special meetings of the Board shall be held upon notice to the trustees and may be called by the Chairman upon three (3) days' written notice to each trustee. Notice shall be deemed given on the day personally delivered or sent to each trustee by certified, registered or electronic mail or by facsimile, as long as the Chairman retains a hard copy of such notice as sent. Special meetings shall be called by the Chairman or by the Secretary in a like manner on written request of a majority of the Board of Trustees. Notice of a meeting need not be given to any trustee who submits a waiver or notice, whether before or after the

meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him or her. A notice, or waiver of notice, need not specify the purpose of any regular or special meeting of the board. A majority of the trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all trustees who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other trustees.

Section 3.13 Attendance by Conference Call. Any one or more members of the Board of Trustees of the Organization or any committee thereof may participate in a meeting of the Board or any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 3.14 Compensation. No trustee shall receive compensation for services as such, but shall be reimbursed for expenses incurred as such. The Board, by resolution adopted by a majority of the entire Board, may adopt such policy or policies regarding reimbursement for expenses incurred by trustees as it deems reasonable.

#### **ARTICLE IV – COMMITTEES**

Section 4.01 Standing Committees. The Board, by resolution adopted by a majority of the entire Board, may designate, from among its members, one or more committees consisting of three (3) or more trustees, such committee or committees to have all of the authority of the Board, subject to law. Such committee(s) shall serve at the pleasure of the Board.

Section 4.02 Special Committees. The Board may at any time designate, or discontinue, one or more special committees, which shall have only those duties and powers specifically delegated to them by the Board. Members of special committees shall be appointed by the Chairman with the approval of the Board. Insofar as practicable, the chairpersons of special committees shall attend regular meetings of the Board.

Section 4.03 Standing Committees. There shall be five (5) standing committees: the Executive Committee, the Education/Accountability Committee, the Oversight Committee and the Finance Committee and the Fund Development Committee.

- (a) Membership of Committees. The Executive Committee shall be composed of at least five members including the Officers of the Corporation. Persons other than trustees may be appointed as members of Committees provided that any committee to which the powers of the trustees are delegated shall consist solely of trustees; and further provided, that all committees shall have a majority of trustees and shall be chaired by a trustee.
- (b) Responsibilities of Committees. The responsibilities of the standing committees may include but shall not be limited to the following:



- i. Executive Committee: to co-ordinate the work of the Board, to prepare the agenda for Board meetings in consultation with the Head of School and to lead the performance evaluation of the Head of School.
- ii. Education/Accountability Committee: to work with the Head of School/Principal to review the Charter School's academic results, to monitor progress towards the academic and other goals set by the Board, to present, with the Head of School, periodic reports informing the entire Board of progress towards these goals, to monitor compliance and other legal requirements.
- iii. Governance Committee: to study the qualifications of candidates for trustees and present qualified nominees to the Board, to present nominees for Officers to the Board, to recommend candidates to the Board to fill vacancies that arise outside the regular nominating process, to provide ongoing orientation and training to trustees, to oversee a trustee evaluation process to ensure optimum Board performance, to monitor the Charter School's compliance with its policies and applicable state and federal law.
- iv. Finance Committee: to develop in conjunction with the Head of School a proposed annual budget for the Board's consideration, to monitor the school's financial standing and make recommendations to the Board on financial matters when required, to ensure that the school is operating under adequate and proper financial controls, to develop in conjunction with the Head of School an annual fund raising plan, to work with the Principal to ensure that the annual fund raising plan is achieved involving the remainder of the Board in this effort when appropriate
- v. Fund Development Committee: to maintain broad oversight of overall development activity sponsored by the school. Members of the committee will actively solicit gifts and resources for the benefit of the school and take leadership roles in fundraising events and initiatives.

## **ARTICLE V – OFFICERS**

Section 5.01 Offices; Term. Unless otherwise provided for in the Articles of Incorporation, the Board may elect or appoint a President, a Vice President, a Secretary and a Treasurer. The Board from time to time may elect or appoint additional Vice Presidents, Assistant Secretaries or Assistant Treasurers and such other officers and agents as it shall deem necessary, and may define their powers and duties. One person may hold two (2) or more offices except those of President and Secretary or President and Treasurer. All officers shall be elected or appointed to hold office for a term of one (1) year. Each officer shall hold office for the term for which he or she is elected or appointed and until his or her successor has been elected or appointed and qualified. No trustee shall serve more than three consecutive terms in the same office.



Section 5.02 Removal; Resignation; Salary. Any officer elected or appointed by the Board may be removed by the Board with or without cause. In the event of the death, resignation or removal of an officer, the Board, in its discretion, may elect or appoint a successor to fill the unexpired term. No officer shall receive compensation for services as such, but shall be reimbursed for expenses incurred as such. If at any time, the finances of the Organization are such that the budget would sustain compensation for part-time or full-time officers, the Board, including a committee thereof, shall have the authority to set fair compensation for the officers.

Section 5.03 President. The President of the Board shall be the chief executive officer of the Organization, shall preside at all meetings of the Board, and shall have and perform such other duties as from time to time may be assigned to him or her by the Board of Trustees. He or she shall have the general management of the affairs of the Organization and shall see that all orders and resolutions of the Board are carried into effect.

Section 5.04 Vice-President. During the absence or disability of the President, the Vice President shall have all the powers and functions of the President. The Vice- President shall perform other duties as the Board of Trustees may prescribe.

Section 5.05 Treasurer. The Treasurer shall have the care and custody of all the funds and securities of the Organization. He or she shall supervise the receipt and custody of the Organization's funds; cause to be kept correct and complete books and records of account in accordance with generally accepted accounting principles, including full and accurate accounts of receipts and disbursements in books belonging to the Organization; prepare, distribute and retain or cause to be prepared, distributed and retained all reports, tax returns and records required by law regarding the Organization's financial status; cause a statement of the financial condition of the Organization to be presented to the Board at least quarterly; and perform such other duties as may from time to time be assigned to him or her, or specifically required to be performed by him or her, by the Board or the President. He or she shall, at all reasonable times and upon written request, allow his or her books and accounts to be exhibited to any trustee of the Organization. At the request of the Board, he or she shall have an audit of the accounts of the Organization made by a committee appointed by the President, and shall present such audit in writing at the next meeting of the Board. At every Annual Meeting of the Board of Trustees, he or she shall also present an annual report setting forth in full the financial condition of the Organization.

Section 5.06 Assistant Treasurer. During the absence or disability of the Treasurer, the Assistant-Treasurer, or if there is more than one, the one so designated by the Secretary or by the Board of Trustees, shall have the powers and function of the Treasurer.

Section 5.07 Secretary. The Secretary shall keep the minutes of the Board of Trustees. He or she shall attend to the giving and serving of all notices of the Organization, and shall have charge of such books and papers as the Board of Trustees may direct. He or she shall attend to such correspondence as may be assigned to him or her, and perform all the duties incidental to his or her office.

Section 5.08 Assistant Secretary. During the absence or disability of the Secretary, the Assistant-Secretary, or if there is more than one, the one so designated by the Secretary or by the Board of Trustees, shall have the powers and function of the Secretary.

## **ARTICLE VI – RECORDS AND REPORTS**

Section 6.01 Maintenance and Inspection of Charter and Bylaws. The Organization shall keep at a designated location the original of the Articles of Incorporation and Bylaws as amended to date. The Secretary shall, upon written request of any trustee, furnish to that trustee a copy of the Articles of Incorporation and Bylaws as amended to date.

Section 6.02 Maintenance and Inspection of Other Corporate Records. The accounting records and the minutes of proceedings of the Organization, the Board of Trustees and the Executive Committee shall be kept at such place as designated by the Board. The minutes shall be kept either in written or typed form or in any other form capable of being converted into written, typed or printed form. The minutes and accounting records shall be open to inspection by any trustee upon written request. Pursuant to reasonable notice, all books and records of the Treasurer shall be open to the inspection of any member of the Board of Trustees to the extent such are reasonably related to the performance of such member's duties.

Section 6.03 Annual Report. The Board shall present at each Annual Meeting a detailed financial report, in customary form.

## **ARTICLE VII – INDEMNIFICATION**

Section 7.01 Indemnification shall be afforded to every person who is, or shall have been, a trustee of the Organization for any action taken, or any failure to take any action, as a trustee, to the fullest extent permitted by law. Unless otherwise provided by resolution of the Board of Trustees, or by contract, the Organization shall indemnify an officer or employee of the Organization who is not a trustee to the same extent as a trustee. The Organization shall maintain such insurance in amount, form, and substance as is reasonably necessary to meet its obligations under this Article VII.

## **ARTICLE VIII – CONFLICTS OF INTEREST AND CONFIDENTIALITY POLICY**

Section 8.01 The Organization will draft and approve a policy on conflicts of interest transactions and transactions with interested parties. Such policy shall apply to trustees, officers, and other persons the Board shall designate and shall require the filing of annual disclosure forms. In any event, each trustee shall disclose to the Board any conflict of interest that may arise.

Section 8.02 Notwithstanding anything contained herein to the contrary, the Organization shall comply with the relevant state and federal statutes and PCSB policy regarding conflicting interest transactions and transactions with interested parties.

## **ARTICLE IX – DISSOLUTION**

Section 9.01 The Articles of Incorporation notwithstanding, the Organization shall comply with mandatory dissolution in D.C. Code § 38-1802.13a(c)(1) if the charter for the charter school has been revoked, has not been renewed, or has been voluntarily relinquished.

#### **ARTICLE X – CONSTRUCTION**

Section 10.01 If there is any conflict between the provisions of the Articles of Incorporation and these Bylaws, the provisions of the Articles of Incorporation shall govern.

#### **ARTICLE XI – AMENDMENTS**

Section 11.01 Generally. The Bylaws may be adopted, amended or repealed by a three fifths vote of the Board of Trustees at any regular or special meeting of the Board of Trustees.

Section 11.02 Amendments Relating to Board of Elections. If any bylaw regulating an impending election of trustees is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next Annual Meeting of the Organization the bylaw so adopted, amended or repealed, together with a concise statement of the changes made.



## ATTACHMENT C

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

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

Breakthrough Montessori Public Charter School will submit all applicable health and safety inspections, 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 regulations. Breakthrough Montessori will also take specific steps to ensure the excellent quality of the school's drinking water. Specifically, the school will have the drinking water periodically tested for lead and other contaminants.

The school will maintain a health suite that accommodates a nurse from the DC Department of Health. Breakthrough Montessori Public Charter School will provide required and appropriate health and safety training to its staff, such as annual CPR and First Aid trainings, as well having at least 2 people trained on medication administration provided by the Department of Health ("DOH"). The school will be equipped with appropriate first aid kits. The school will require evidence of all student required immunizations and lead testing by collecting completed Universal Health Certificates from students and providing information to parents on such requirements.

Breakthrough Montessori Public Charter School 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. Breakthrough Montessori Public Charter School 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.

Breakthrough Montessori will also maintain an active *School Cafeteria License* from the Washington, D.C. Department of Consumer and Regulatory Affairs<sup>1</sup> and comply with all

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<sup>1</sup> Breakthrough Montessori Public Charter School is currently working with Harriet Broadie with the DCRA to obtain the aforementioned license. As soon as the school occupies a building we will move forward with the licensing process and DOH inspection of the facility as necessary.

Federal and Washington D.C. regulations regarding the service of food to students in the public charter school setting. Breakthrough Montessori Public Charter School will also submit to all necessary DOH and Office of State Superintendent for Education inspections.

## **Attachment D. Assurances to Seek, Obtain, and Maintain Accreditation**

Breakthrough Montessori 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 Part B of the District of Columbia School Reform Act or a body otherwise approved by the District of Columbia Public Charter School Board. (D.C. Code § 38-1802.02(16)). Breakthrough Montessori Public Charter School assures that it will obtain such accreditation within five years of the effective date of this agreement.





### **EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK**

I, \_\_\_\_\_, hereby acknowledge that I have received, reviewed, and understood the Breakthrough Montessori Public Charter School (BMPCS) Employee Handbook, and that I am an at-will employee with BMPCS who may be discharged or choose to resign for any reason or no reason, with or without cause, subject to any notice provisions that apply to me.

I am also aware that a copy of this receipt will be maintained in my personnel file.

Employee Name Printed \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

BMPCS Representative \_\_\_\_\_ Date \_\_\_\_\_

### **AGREEMENT TO SUBMIT EMPLOYMENT DISPUTES TO ARBITRATION**

I further agree that in the event of a dispute arising out of my employment with BMPCS (including but not limited to any dispute involving claims or liabilities under tort or contract theories, whether based on common law or otherwise, all claims or liabilities arising from Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the D.C. Human Rights Act, and all other federal, state, and local laws dealing with employment or employee benefits), BMPCS and I will both exercise our best efforts to resolve the dispute informally, by mutual agreement. In the event that such agreement cannot be reached, I agree that all disputes will be submitted to a single arbitrator in Washington, D.C., for final and binding arbitration, using the most economical procedures under the Employment Rules of the American Arbitration Association available for this purpose.

I also have read, understand, and agree to the BMPCS arbitration policy set forth in more detail in the body of this handbook.

Dated: \_\_\_\_\_

(Employee signature)



## Pre-Opening Visit Checklist – Breakthrough Montessori Public Charter School

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

*\*Items should be uploaded into Epicenter*

### Governance and Management

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The Board of Trustees has been established.	<ul style="list-style-type: none"> <li>Meeting minutes from the most recent board meeting*</li> <li>BOT membership roster*</li> </ul>	
Leadership roles have been filled.	<ul style="list-style-type: none"> <li>Organizational Chart with names</li> <li>Contracts, including position description</li> </ul>	
501(c)(3) status is on file at the school.	<ul style="list-style-type: none"> <li>Documentation from the IRS demonstrating your school has applied at least 8 months before school opening for the 501(c)(3) status</li> </ul>	

### Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or ELL teachers.	<ul style="list-style-type: none"> <li>Staffing plan</li> <li>Teacher roster</li> </ul>	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none"> <li>Staff position descriptions</li> </ul>	
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"> <li>Employee Handbook*</li> <li>Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.)</li> </ul>	
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none"> <li>Background check clearances</li> </ul>	
Each teacher has been offered a retirement plan.	<ul style="list-style-type: none"> <li>DC Teacher Retirement Opt In/Opt Out Form, or similar form</li> </ul>	
Leave of absence forms for former DCPS employees have been processed and are on file.	<ul style="list-style-type: none"> <li>Leave of absence forms on file and reflect processing through DCPS</li> </ul>	

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

### Curriculum and Instruction

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

## Students and Parents

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions).	<ul style="list-style-type: none"> <li>• Copies of parent/student/family handbook, in which the discipline policy is printed, along with evidence that parents have received it *</li> </ul>	
Preliminary class rosters are available to teachers for planning.	<ul style="list-style-type: none"> <li>• Student rosters/records are on file and accessible to teachers for planning</li> </ul>	
Intake process includes measures to identify students with disabilities.	<ul style="list-style-type: none"> <li>• Description of process for identifying students with disabilities (e.g., copy of information in enrollment packet)</li> </ul>	
Valid proof of DC residency is on file for each student.	<ul style="list-style-type: none"> <li>• All residency forms from OSSE completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted</li> </ul>	
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> <li>• Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA)</li> <li>• Evidence that the records of students with disabilities are kept in a secure location</li> <li>• Evidence that parents or adult students have been provided with notice of their rights under FERPA</li> </ul>	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> <li>Description of complaint resolution process in employee, parent, and student handbooks *</li> </ul>	

### Operations

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <p>-system to accurately collect and submit attendance and discipline;          -system to accurately collect excused absence documentation; and          -system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable -system to accurately submit Compliance documents to PCSB</p>	<ul style="list-style-type: none"> <li>Student Information System is in place</li> <li>Staff member(s) have been trained on ProActive, the school's Student Information System, and Epicenter</li> </ul>	
Arrangements have been made for food service.	<ul style="list-style-type: none"> <li>Food service contract</li> <li>Record of Basic Business License (BBL)</li> </ul>	
Provisions have been made for health services and immunization, if appropriate.	<ul style="list-style-type: none"> <li>Evidence that health services and immunization services are available (school nurse, contract with local health facility, etc.)</li> <li>Evidence of access to the immunization registry and a mechanism for entering immunization data</li> </ul>	
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> <li>Written plans for life safety procedures included in faculty/student handbooks.</li> <li>Fire drill schedule (two within the first ten days; monthly for the remainder of the school year) *</li> </ul>	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
A system is in place for gathering and reporting information needed to qualify for federal entitlement programs, including reporting to PCSB.	<ul style="list-style-type: none"> <li>Evidence that a system is in place for gathering and reporting data needed to qualify for federal entitlement programs (e.g., database on Free and Reduced Lunch paperwork), including reporting to PCSB</li> </ul>	
Financials (balance sheet as well as budget forecasting future expenses and revenues) are sufficient that school will be able to operate throughout the school year.	<ul style="list-style-type: none"> <li>Monthly financial statements provided to PCSB</li> <li>School Budget</li> </ul>	

#### Facilities, Furnishings and Equipment

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



Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Certificates of insurance are on file at the school and DC PCSB, meeting at least the minimum levels sufficient to cover its operations as determined by the Board of Trustees.	<ul style="list-style-type: none"> <li>• Certificates of insurance on file at school and DC PCSB</li> </ul>	
ADA Compliance	<ul style="list-style-type: none"> <li>• Assurance that the facility is ADA compliant OR if it is not, how the school will meet the needs of students, staff, and community stakeholders who may require accommodations to access the facility (e.g. elevators, ramps, restroom accommodations, drinking fountains, etc). * (This requirement will be verified through Epicenter <u>and</u> on site at the facility.)</li> </ul>	

**Overall Notes:**



## **Attachment G**

### **Random Selection Process**

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

Enrollment at Breakthrough Montessori Public Charter School is open to all students who are residents of the District of Columbia and non-resident students who fulfill tuition requirements established by the Office of the State Superintendent of Education to the extent of available space.

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

Breakthrough Montessori Public Charter School will be located at 1244 Taylor Street NW, Washington, DC 20011. Breakthrough Montessori Public Charter School will open its doors as a public charter school in September 2016. The charter for the school was awarded to a non-profit corporation governed by the Board of Trustees of Breakthrough Montessori Public Charter School. This Board has fiduciary responsibility for the school and is held accountable for its progress.

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

This policy governs the protocol for student admissions at Breakthrough Montessori Public Charter School.

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

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

#### **Open Enrollment**

Each year, the Board of Trustees sets the maximum enrollment capacity by grade level based on space, class sizes, and budgetary concerns. Breakthrough Montessori Public Charter School does not limit enrollment on the basis of a student's race, color, religion, national origin, sexual orientation, gender identification, language spoken, intellectual or athletic ability, measures of achievement or aptitude, or status as a student with special needs. An enrollment preference for siblings may be granted.

### **Application Forms**

Beginning December 15 of each year, application forms for the upcoming school year are made available using the MySchoolDC online portal ([www.myschooldc.org](http://www.myschooldc.org)). The MySchool DC timeline is below.

After the last MySchoolDC round is completed, parents may obtain and submit an application online at [www.breakthroughmontessori.org](http://www.breakthroughmontessori.org). Parents may also obtain an application and submit it to the Admissions and Data Associate by hand, mail, or email. Applications submitted online will be retrieved by the Director of Operations. Parents will be notified via mail or email that the application has been received. MySchool DC will compile the waitlist based on number of applications submitted through the MySchool DC website.

### **Enrollment Deadlines**

Below is the timeline for enrollment and acceptance into Breakthrough Montessori Public Charter School in conjunction with MySchoolDC Lottery:

<b>Date</b>	<b>Action</b>
December 15 <sup>th</sup>	Application Launches
January 31 <sup>st</sup>	Intent to return forms due
February 2 <sup>nd</sup>	Application deadline for grades 9-12
March 2 <sup>nd</sup>	Application deadline for grades PK3-8
March 27 <sup>th</sup>	Lottery results available
April 30 <sup>th</sup>	New and returning students must be registered by this date
May 1	Enrollment deadline
October 5 <sup>th</sup>	Last Day of Enrollment

Applications will be accepted until the established numbers of enrolled students have been met. Should the number of applications received by the deadline exceed the number of available openings, a lottery must be held for admission (conducted by MySchoolDC). Applications not accepted during the lottery process or in excess of the maximum enrollment available for any grade level will be placed on a waitlist, managed by MySchoolDC. Applications received after enrollment is closed for any grade level will also be placed on a waitlist in the order that they were received by the Admissions and Data Associate.

## **5. Acceptance:**

Acceptance of applications for enrollment is based on the fulfillment of enrollment by grade level. After a student is enrolled, Parents must provide the following documentation when completing registration:

- a) Verification of Residency in the District of Columbia**
- b) Immunization Records**

Current students who have turned in a completed Intent to Return form before the applicable deadline will need to deliver the documentation described above during registration. Current students who have not completed registration by June 30 may lose their space and are not guaranteed admission based on enrollment after that date. Any parent or guardian who does not intend to re-enroll his or her child at Breakthrough Montessori Public Charter School is asked to properly withdraw him or her from the School before June 30 to alleviate administrative burden on the School.

## **6. Additional Documents Requested:**

In order to best support students, administration requests the following documents prior to the school year starting: final report card from previous school(s), standardized test scores, and Individual Education Plans (IEP), if applicable (used for course placement, not as a criteria for acceptance).



## Attachment H

On securing the facility for the school, Breakthrough Montessori Public Charter School will work with an insurance broker to secure the necessary insurance as determined by the Board of Trustees. Breakthrough Montessori Public Charter School will carry the following insurance<sup>1</sup> for the following areas in the minimum stated amounts.

Type:	Amount of Coverage:
General Liability	\$1,000,000 per occurrence or \$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	100% of replacement cost.
Boiler and Machinery Insurance (if applicable)	\$1,000,000
Workers Compensation	As required by law.
Computer/Technology Insurance	100% replacement cost.

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<sup>1</sup> Type of insurance and subsequent amounts are estimated and subject to change based on location, building, and school assets.





ATTACHMENT I  
Key Personnel Positions

***Breakthrough Montessori Public Charter School***

Head of School

Director of Curriculum & Instruction / Principal

Director of Operations

Board Chair

Chief Financial Officer

