

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

MARY MCLEOD BETHUNE DAY ACADEMY  
PUBLIC CHARTER SCHOOL

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## CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL AGREEMENT (this “**Agreement**”) is effective as of JULY 1, 2020 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and MARY MCLEOD BETHUNE DAY ACADEMY PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

### RECITALS

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

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

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

**WHEREAS**, DC PCSB granted a charter to the Board of Trustees of Mary McLeod Bethune Day Academy Public Charter School (“**Board of Trustees**”) for the establishment of a public charter school, effective on January 21, 2004;

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

**WHEREAS**, the School Corporation submitted an application for charter renewal in accordance with § 38-1802.12 of the Act (“**Application**”) on October 3, 2019;

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

**WHEREAS**, § 38-1802.04(c)(3)(A) of the Act gives broad decision-making authority over school operations to the Board of Trustees, including

exclusive control over administration, expenditures, personnel, and instruction methods; and

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

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

## **SECTION 1. CONTINUED OPERATION OF SCHOOL**

### **1.1** [Charter](#).

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

**B.** Pursuant to § 38-1802.03(h)(2) of the Act, the following sections of the Petition are specifically included as part of the School’s Charter and attached hereto:

- (i) The School Corporation’s statement regarding the mission and goals of the School and the manner in which the School will conduct any district-wide assessments [Sections 2.1 and 2.3 below];
- (ii) Proposed Rules and Policies for Governance and Operation of School Corporation [**Attachment A**];
- (iii) Articles of Incorporation and Bylaws [**Attachment B**];
- (iv) Procedures to Ensure Health and Safety of Students and Employees [**Attachment C**];
- (v) Assurance to Seek, Obtain, and Maintain Accreditation [**Attachment D**]; and
- (vi) Relationship Between School and Employees [**Attachment E**].

The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except

that a School Corporation shall provide DC PCSB a written request for approval for any proposed material changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

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

**SECTION 2. EDUCATIONAL PROGRAM**

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

**A.** The School Corporation shall operate the School in accordance with its mission statement: To implement a high performing day school that provides a challenging academic program in a supportive, parentally involved, and diverse learning environment to enable each student to achieve academic success, talent, and positive social development.

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

**2.2** [Age-Grade](#).

**A.** Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year of renewal, the School shall provide instruction to students in grades prekindergarten-3 (“PK3”) through eight. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall provide instruction to students in grades PK3 through eight and serve 500 total students.

**SCHEDULE I. Maximum Enrollment Schedule**

	<b>2019-20 and Beyond</b>
<b>LEA Total</b>	500

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

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

**A.** The School Corporation has selected as its measure of academic achievement expectations for its PK3 through eighth grade programming the indicators listed in the corresponding Performance Management Framework(s) (“**PMF(s)**”).

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

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

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

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



**Tenth-Year Charter Review:** At its tenth-year charter review, obtains an average PMF score for school years 2024-25, 2025-26, 2026-27, 2027-28, and 2028-29 equal to or exceeding 50%.

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

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

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

**Demonstrated Promise Provision:** At charter renewal, the school has earned a PMF score equal to or exceeding 50 in the most recent year of the PMF (the last year of the review period); OR the school's rating<sup>2</sup> on OSSE's School Transparency and Report (STAR) framework for the most recent year is a 3 or above.<sup>3</sup>

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

**D.** The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by DC PCSB, or the manner in which the School

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

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

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

will conduct district-wide assessments, in accordance with DC PCSB's *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* and no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

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

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

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

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

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

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

#### **3.1** Location.

**A.** The School shall be located at 1404 Jackson Street NE, Washington, DC 20017, and at 5413 16<sup>th</sup> Street NW, Washington, DC 20011 (collectively the “**School Property**”).

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

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

#### **3.2** Enrollment.

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

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

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

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

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

**B.** Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall track and report suspensions and expulsions in accordance with the expectations for timely submission, including daily attendance, which is uploaded weekly, and discipline data, which is uploaded monthly. The School Corporation shall use the data management reporting

software identified by DC PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

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

**3.5** [Operational Control](#).

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

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

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

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

**3.6** [Accreditation](#).

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

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

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

**SECTION 4. GOVERNANCE**

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

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

**4.3** [Governance](#).

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

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

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

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

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

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

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

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

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

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

School Corporation and a management company designated in its petition. However, the School Corporation shall also submit non-procurement contracts to DC PCSB in accordance with the Policy.

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

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

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

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

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

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

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



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

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

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

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

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

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

**B.** If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit distinct and unique

enrollment and attendance records to DC PCSB and in state and federal reports.

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

## **SECTION 6. PERSONNEL**

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

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

## **SECTION 7. REPORTING REQUIREMENTS**

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

**7.2** [Audited Financial Statements](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall deliver to DC PCSB financial statements audited by

an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act, and prepared in accordance with GAAP, government auditing standards for financial audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB.

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

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

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

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

**7.7** [Key Personnel Changes](#). The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five business days of the chair of the Board of Trustees or an officer of the School Corporation receiving

written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in **Attachment H** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

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

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

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

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

## SECTION 8. COMPLIANCE

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

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

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

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

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

**8.6** [Written Notice](#). If DC PCSB determines through its oversight of the School Corporation that any condition exists that (i) seriously jeopardizes the continued operation of the School Corporation, the School, or a School's

campus; (ii) is substantially likely to satisfy the conditions for charter revocation pursuant to § 38-1802.13 of the Act; and/or (iii) threatens the health, safety, or welfare of students of the School, then DC PCSB may issue a written notice to the School Corporation stating the reasons for its concerns and inquiry. Upon receipt of such notice and upon request of DC PCSB, the School Corporation shall meet with DC PCSB to discuss DC PCSB's concerns and the School Corporation's response to DC PCSB's written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **SECTION 10. OTHER PROVISIONS**

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

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

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

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



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

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

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

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

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

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

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

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

If to DC PCSB:

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

If to the School Corporation:

Mary McLeod Bethune Day Academy Public Charter School  
1404 Jackson Street NE,  
Washington, DC 20017  
Attention: Linda McKay, Executive Director  
Email: [l.mckay@mmbethune.org](mailto:l.mckay@mmbethune.org)  
Telephone: (202) 459 - 4710

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

**SCHOOL CORPORATION**


DocuSigned by:  
  
6D120A88B3F44B0...

By: Valerie Smith

Title: Board Chair

Date: 6/23/2020

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**



By: Rick Cruz

Title: Board Chair

Date: 07/07/2020

**ATTACHMENTS**

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

## ATTACHMENT A

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

Mary McLeod Bethune Day Academy PCS (MMBDA) is a 501 (c)(3) educational non-profit entity. The School was chartered by the DC Board of Education (DCBOE) in January 2004. It opened its doors to provide quality education programs to District of Columbia residents for students in grades preschool - grade 8 in September 2004 at the Ward Memorial Baptist Church Annex in Ward 7 and at the Sixth Presbyterian Church in Ward 4. The school served 92 preschool - grade 4 students in its first year.

MMBDA began operation in 2004 under authorization from the DCBOE to serve students in prekindergarten through eighth grade. In 2008, after the passage of the Public Education Reform Amendment Act dissolved the DCBOE, the District of Columbia Public Charter School Board (PCSB) became the authorizer of the school. MMBDA's mission is "to implement a high performing day school that provides a challenging academic program in a supportive, parentally involved, and diverse learning environment to enable each student to achieve academic success, talent, and positive social development."

MMBDA enjoys the liberties afforded to it as a local educational agency who can develop its own policies but it must adhere to federal laws, which supersede local laws. At the same time, there are local District of Columbia laws that must be adhered to, including: truancy, procurement for contracts over \$25,000, compulsory school attendance, and DC residency requirements for all students attending a DC publicly funded school. DC also has adopted and implemented the Partnership for Assessment of Readiness for College and Careers (PARCC) assessment in school year 2014-15. As a member of the PARCC consortium, the District of Columbia has aligned its state assessment to the Common Core State Standards (CCSS) in reading and writing, and mathematics.

MMBDA governance and operations must comply with the following federal laws that apply to schools receiving federal dollars:

**The Family Educational Rights and Privacy Act (FERPA)** (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

**Title IX** of the Education Amendments of 1972 protects people from discrimination based on sex in education programs or activities which receive Federal financial assistance.

**No Child Left Behind Act (NCLB)**, a component of the Elementary and Secondary School Act provides funding tied to rigorous and comprehensive state-developed plans designed to close achievement gaps, increase equity, improve the quality of instruction, and increase outcomes for all students.

**Individuals with Disabilities Education Act (IDEA)**, laws pertaining to programs for infants, toddlers, and their families (Part C) and on programs serving children ages 3 through 21 (Part B). Building capacity for high-quality IDEA data will affect states, school districts, and local early intervention programs.

**The School Reform Act (SRA)** requires PCSB to determine whether a school has "committed a material violation of applicable laws or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities." The SRA contains a non-exhaustive list of applicable laws, and PCSB also monitors charter schools for compliance with additional laws in annual compliance reviews.

MMBDA is governed by an independent Board of Trustees (BOT). The BOT is the fiduciary agent for the school. The primary function of the BOT is to serve as the "responsible" agent to the public for student achievement through the following tasks: establishment of policy, fundraising, and executive director oversight. BOT membership consists of Chair, Secretary, Treasurer, and a non-voting Executive Director. The number of Board members consists of no fewer than seven and no more than nine members (exclusive of the ex-officio). The school has an approved Articles of Incorporation which governs the Board's operations.

The Board of Trustees is composed of business leaders, educators, parents, and community leaders. The chair is a veteran educator with experience serving as principal, teacher, and curriculum developer.

The Board meets quarterly. Each agenda is set by the Executive Director with consultation with the Board Chair. All meetings include reports from the executive director, finance manager, and principal and include academic progress and/or concerns, budget and spending, calendar, programs, new initiatives, and other information that appraises the Board of the school's academic, fiscal, and operational status.

The Board is responsible for the governance of the school, development of positive community relations, preservation of the MMBDA educational philosophy, mission statement, and is accountable to teachers, parents, students and the wider community for maintaining the intent of the Charter.

The school maintains truthful, accurate, and current records and informational materials listing the names and credentials of the members of its administration, faculty, and governing board. This information is made available to the families of students and prospective students.

MMBDA maintains personnel records for all employees. In accordance with the NCLB Right To Know, parents are provided with the names and credentials of the members of its administration, faculty, and governing board at its annual orientation. The school website, the Parent Student Handbook and other

promotional material are updated annually and provided to parents. Prospective parents are hosted at open house events and informational materials are shared.

The Board carries out its duties and responsibilities as a group. No member or committee acts in place of the board except by formal delegation of authority.

The Board convenes quarterly, as dictated by the Articles of Incorporation bylaws. There must be a quorum present for a meeting to begin. No member or committee acts in place of the board except by formal delegation of authority. Committees must present any consideration for action to the Board.

The Board meets to ensure that the School is acting within its Charter. In doing so, it reviews, evaluates, and approves the school's long-range plans and ensures that such plans conform to the school's mission and educational objectives. The following narrative provides the actions of the Board in ensuring that the School has the appropriate resources and potential for success to its mission.

**SETTING POLICY** - The Board sets and enforces policy and ensures that the MMBDA operates in a manner consistent with the Mission Statement, the MMBDA 's charter, and applicable laws.

**BUDGET** - The Board is ultimately responsible for the preparation and approval of an annual budget, and ensures MMBDA operates within that budget.

**SCHOOL CALENDAR** - The Board approves and establishes a school calendar, including any changes made during the school year.

**FACILITY ACQUISITION/POSSESSION** - The Board negotiates and approves contracts for the lease or purchase of the MMBDA facilities, including any changes or renewals of the facility lease/purchase agreements, and shall establish any policies for facility use.

**BOARD MEETINGS** - The Board convenes at quarterly meetings, and will provide an opportunity for public input. Additionally, the Board may convene work sessions as it deems appropriate.

**MISCELLANEOUS** - The Board performs such other duties as are appropriate and necessary to the safe and effective operations of the MMBDA, and which promote the MMBDA's commitment to educational excellence.

MMBDA establishes opportunities and structures that substantively involve student's families in educational and non-educational school activities. At least two members of the Board of Trustees are parents of students who currently attend the school.

Mary McLeod Bethune Day Academy acknowledges the obligation of the public charter school to comply with the following:

1. Maintain non-profit status under terms stated in the District of Columbia Non-profit Corporation (D.C. Code § 38-1802.04(c)(16).)
2. Maintain accreditation for the public charter 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 DC Public Charter School Board. (D.C. Code § 38-1802.02(16).)
3. Remain nonsectarian and not be affiliated with a sectarian school or religious institution. (D.C. Code § 38-1802.04 (c)(15).)
4. Submit an annual audit of financial statements according to Government Auditing Standards, by a Certified Public Accountant listed on the Approved Auditor List for charter schools. (D.C. Code § 38-1802.04(c)(1)(B)(ix).)
5. Offer open enrollment to all students who are residents of the District of Columbia, and use a random selection process when the school receives more applications from students of the District of Columbia than there are spaces available. (D.C. Code § 38-1802.06.)
6. Provide DC PCSB with student enrollment data required for submission to the Office of the Chief Financial Officer. (D.C. Code § 38-1802.04 (c)(12))
7. Collect, record, and report attendance, discipline, and enrollment data in compliance with the policies and procedures of DC PCSB, using the reporting software required by DC PCSB. (D.C. Code § 38- 1802.11(a)(2).)
8. Collect and report academic and non-academic performance consistent with DC PCSB's data submission policies.
9. Not charge tuition, fees, or other mandatory payments for attendance at the public charter school or for participation in its programs, except to Non-Resident Students or for field trips or similar activities. (D.C. Code § 38-1802.04 (c)(2).)
10. Establish an informal complaint resolution process prior to the first date that the school accepts applications. (D.C. Code § 38-1802.04 (c)(13).)
11. Ensure that all relevant school personnel and Board of Trustee members are capable of executing financial management, governance and management, and other responsibilities as deemed necessary by DC PCSB. (D.C. Code§ 38-1802.02(15).)
12. Provide DC PCSB access to and the right to examine all records or documents related to the award, as well as any documents and records, including audit findings, needed to determine the performance of the school under the terms of its charter. (D.C. Code § 38- 1802.11 (a)(2).)
13. Comply with the procurement contract requirements of the D.C. Code § 38-1802.04( C ).



14. Comply with districtwide assessment requirements determined by the Office of the State Superintendent of Education, or other D.C. laws, regulations, policies, or procedures. (D.C. Code § 38-1802.02(1).)

15. Comply with the following federal and local laws:

a. Health and Safety: Healthy Schools Act of 2010 (D.C. Code §§ 38-821.01 et seq.); federal and local laws regarding background checks for all employees and volunteers working with children and mandatory reporting to the Child and Family Services Agency for instances of education neglect and suspected abuse;

b. Building Safety: D.C. Building and Fire Codes (D.C. Code § 5-501 et seq.);

c. Maintenance and Dissemination of Student Records: Family Education Rights and Privacy Act (20 U.S.C. § 1232g);

d. Certain Requirements of Education Institutions: Compulsory School Attendance (D.C. Code § 38-201 et seq.); Immunization of School Students (D.C. Code § 38-501 et seq.); Tuition of Non-residents (D.C. Code § 31-301 et seq.); Non-Profit Corporations (D.C. Code § 29-401 et seq.);

e. Students with Disabilities: Subchapter B of the Individuals with Disabilities Education Act (20 U.S.C. § 1411 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); any and all federal and local laws around providing a free and appropriate public education to all students with disabilities;

f. English Learners: all federal and local laws and applicable regulations regarding identifying and serving students who are English learners and their families;

g. Title I of the Elementary and Secondary Education Act;

h. Civil Rights Statutes and Regulations of the Federal Government and the District of Columbia: The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.); and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.); and

i. Other: All other laws deemed applicable by DC PCSB (D.C. Code § 38-1802.1 l(a)(1)(B)).

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



**C E R T I F I C A T E**

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

**MARY MCLEOD BETHUNE DAY ACADEMY PUBLIC CHARTER SCHOOL**

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of the **29th** day of **October, 2004**.

David Clark  
DIRECTOR

Winnie R. Huston  
Acting Administrator  
Business and Professional Licensing Administration

A handwritten signature in dark ink, appearing to read "Patricia E. Grays", is written over a horizontal line.

Patricia E. Grays *RDH*  
Superintendent of Corporations  
Corporations Division

Anthony A. Williams  
Mayor

**ARTICLES OF INCORPORATION  
OF  
Mary McLeod Bethune Day Academy Public Charter School**

TO:  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS & PROFESSIONAL LICENSING ADMINISTRATION  
CORPORATIONS DIVISION  
941 NORTH CAPITOL STREET, NE  
WASHINGTON, DC 2002

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the NON-PROFIT CORPORATION ACT (D.C. Code, 2001 edition, Title 29, Chapter 3), adopt the following Articles of Incorporation:

**FIRST:** The name of the corporation is the Mary McLeod Bethune Day Academy Public Charter School.

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

**THIRD:** The purpose for which the corporation is organized is to educate children of the District of Columbia from pre-kindergarten to eighth grade in a challenging academic program.

**FOURTH:** The corporation shall have no members.

**FIFTH:** The Board of Trustees are elected at the annual Board of Trustees Election meeting by a majority of expressed votes.

**SIXTH:** The Board of Trustees may exercise for the Mary McLeod Bethune Day Academy Public Charter School all powers, authority and duties as are provided by, or delegated to, Mary McLeod Bethune Day Academy Public Charter School by state and federal law. The Board shall plan, develop, and establish policy and assess the performance of the school. The Board of Trustees shall oversee the school's financial condition and its physical plant. The Board of Trustees shall have the sole and absolute authority to select and remove the administrative body of the school. Each member shall subscribe to the Code of Conduct as adopted by the Board of Trustees. Upon dissolution all remaining assets will be distributed to another non-profit corporation.

**SEVENTH:** The address of the Mary McLeod Bethune Day Academy Public Charter School is:  
253 42<sup>nd</sup> St., NE  
Washington, DC 20019

The registered agent is Brenda Walker. Her address is:  
1363 Rittenhouse St., NW  
Washington, DC 20011

**FILE**  
OCT 29 2004

**EIGHTH:** The Board of Trustees of the Corporation shall consist of (7) member, including two parents to be identified. The Founding Board members are as follows:

Linda S. Cole-McKay  
733 Thayer Ave.  
Silver Spring, MD 20910

Rita Epps  
5932 Ninth St., NW  
Washington, DC 20011

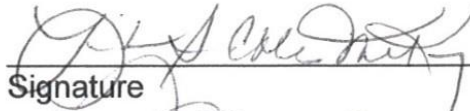
Rose Pope  
3923 First St., SW  
Washington, DC 20003

Pamela Cole  
13509 Perry Wood Ct.  
Upper Marlboro, MD 20774


Valerie Smith  
819 Jefferson St., NW  
Washington, DC 20011

**NINTH:** The incorporators of the Mary McLeod Bethune Day Academy are as follows:

Linda S. Cole McKay  
733 Thayer Ave.  
Silver Spring, MD 20910

  
Signature

Pamela Cole  
13509 Perry Wood Ct.  
Upper Marlboro, MD 20774

  
Signature

Azura Dea Mason, Esq.  
7001 Highview Terrace  
#201  
Hyattsville, MD 20782

  
Signature

DATE 10/19/04

I, Barbara Pierre-Louis, A Notary Public, hereby certify that on the 10/19/04 Day of October, 2004; Linda Cole-McKay, Pamela Cole, and Azura Mason appeared before me and signed the foregoing document as incorporators, and have averred that the statements therein contained are true.  
(NOTARY SEAL)

  
Signature

My Comm. Exps. 7/16, 2008

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS AND PROFESSIONAL LICENSING ADMINISTRATION  
CORPORATIONS DIVISION  
941 NORTH CAPITOL STREET, N.E.  
WASHINGTON, D.C. 20002

Government  
of the  
District of Columbia

**WRITTEN CONSENT TO ACT AS REGISTERED AGENT**

TO:  
The Superintendent of Corporations  
Department of Consumer and Regulatory Affairs  
Business and Professional Licensing Administration,  
Corporations Division  
941 North Capitol Street, N.E.  
Washington, D.C. 20002

**(A) BY A DISTRICT OF COLUMBIA RESIDENT**  
PURSUANT TO D.C. CODE TITLE 29, and TITLE 41

I, Brenda Walker

A Bona fide Resident of the District of Columbia Herein Consent to Act as a  
Registered Agent For:

Mary McLeod Bethune Day Academy Public Charter School  
Name of Business

SIGNATURE OF REGISTERED AGENT  
Brenda Walker

DATE: 10-28-07

**(B) BY A LEGALLY AUTHORIZED CORPORATION**

THE CORPORATION HEREIN NAMED IS:

\_\_\_\_\_  
An Authorized Corporate Registered Agent in the District of Columbia, per  
Signatures of its President/Vice-President and Secretary/Assistant Secretary,  
Herein Consents to Act as Registered Agent For:

\_\_\_\_\_  
NAME OF COMPANY  
SIGNATURE: \_\_\_\_\_  
OF PRESIDENT OR VICE-PRESIDENT OR AUTHORIZE OFFICIAL

ATTEST: \_\_\_\_\_  
OF SECRETARY OR ASSISTANT SECRETARY (If applicable)  
DATE: \_\_\_\_\_

## **Bylaws of Mary McLeod Bethune Day Academy Public Charter School**

**Amended April 19, 2020**

### **ARTICLE I**

#### **Offices**

Section 1.1. Principal Office: The Principal office of the corporation shall be located in Washington, DC.

Section 1.2. Registered office of the corporation required by the laws of the District of Columbia to be maintained in the District of Columbia may be, but need not be, identical with the Mary McLeod Bethune Day Academy Public Charter School and the address of the registered office may be changed from time to time by the Board of Trustees.

### **ARTICLE II**

#### **Members**

Section 2.1. Members. The corporation shall have no members,

Section 2.2. Board Resolution. The Board of Trustees shall provide by resolution for a regular membership meeting at least annually for the purpose of reporting out to the membership, the Annual Report. Notice provisions, special meetings, quorum and manner of acting shall be determined by board resolution, except in the event that a board resolution conflicts with the District of Columbia Nonprofit Corporation Act, the provisions of the latter shall control.

### **ARTICLE III**

#### **Board of Trustees**

Section 3.1. General Powers. The Board of Trustees shall be a representative body elected by and from the members. A majority of the board of trustees are residents of DC; and eligible trustees include: a teacher or staff member who is employed at the school; at least two parents of a student at the school; or person who meets the election/selection criteria created by the school, which criteria is at least one member of the community with no children enrolled at Mary McLeod Bethune Day Academy Public Charter School (PCS). In addition, the Executive Director shall be a non-voting member of the Board of Trustees. The Board of Trustees may exercise for Mary McLeod Bethune Day Academy Public Charter School all powers, authority and duties as are provided by, or delegated to, Mary McLeod Bethune Day Academy Public Charter School by State and Federal law, the Contract, and these Bylaws. The Board of Trustees shall organize and manage itself so as to fulfill its duties to the school. The Board of Trustees shall plan, develop, and establish policy and assess the performance of the school. The Board

of Trustees shall oversee the school's financial condition and its physical plant. The Board of Trustees shall have the sole and absolute authority to select and remove the administrative body of the school. Each member shall subscribe to the Code of Conduct as adopted by the Board of Trustees.

And remove the administrative body of the school. Each member shall subscribe to the Code of Conduct as adopted by the Board of Trustees.

Section 3.2. Number, Tenure and Qualifications. The number of Trustees of the corporation shall consist of seven (7) members. Trustees shall be elected at the annual Board of Trustees Election meeting by a majority of the expressed votes. Each trustee's term shall be two (2) years, with the exception of the Founding Board members. Each trustees shall hold office until June 30 following the election, when her/his replacement shall be sealed. Trustees shall be removed in the manner provided by the bylaws presented herein.

Section 3.2a. Transition from Founding Board of Trustees to Regular Board of Trustees. All Trustees currently seated shall continue to serve their current term. For the purpose s of transition, three (3) board members will serve through May 2006, and (4) will serve through May 2007. At that time regular elections shall take place as per Section 3.2. In 2006 three (3) new Trustees shall be elected. In 2007 four (4) new Trustees shall be elected.

Section 3.3. Compensation. Members of Board of Trustees shall not receive compensation for their services as members of the Board of Trustees.

Section 3.4. Resignations and Removal. Any trustee may resign at any time by giving written notice to the President of the Board of Trustees. Such resignation shall take effect as of the next scheduled meeting following the date of resignation. The acceptance of such resignation shall not be necessary to make it effective. Any trustee may be removed at any time, with or without cause, by two-thirds majority vote of the Board of Trustees then in office, cast at a meeting of the Board of Trustees called for that purpose.

Section 3.5. Members' Conflict of Interest. In order to avoid conflicts of interest, the Board of Trustees shall not contract with Trustees. Trustees may not be in a financial relationship with Mary McLeod Bethune Day Academy Public Charter School. Upon taking office, or as they may arise, Trustees shall disclose any known or potential conflicts of interest in writing to the Board of Trustees. Trustees so disclosing shall not vote when a conflict arises, nor shall he/she attempt to influence the decisions of other/his Trustees in voting on the matter. The written disclosures shall be made a permanent record of Mary McLeod Bethune Day Academy Public Charter Schools Accountability record of Mary McLeod Bethune Day Academy Public Charter Schools Accountability Committee.

#### **ARTICLE IV**



## **Elections**

Section 4.1. Procedures. Commencing in 2006, elections of Trustees shall be held annually in May, on a date selected by the Board of Trustees and posted to all eligible voters at least four weeks in advance. Elections shall be conducted using written secret ballots according to the procedures established and published by the Board of Trustees, Oversight of the election process and vote tally shall be the responsibility of the Governance Committee.

Section 4.2. Eligible Voters. Eligible voters shall include all members of the Board of Trustees.

Section 4.3. Vacancies. The Nominating Committee shall solicit and recommend, by majority vote, to the Board of Trustees candidates to fill a vacancy on the Board of Trustees. A candidate shall be appointed as a trustee by a majority vote of the Board of Trustees then in office, and shall complete the term of the outgoing trustee. In the event that no candidate is selected by the Board of Trustees, this process shall be repeated until the vacancy is filled.

## **ARTICLE V**

### **Meetings of the Board of Trustees.**

Section 5.1. Meetings. The Board of Trustees shall meet quarterly to conduct school business. Additional or special meetings may be called by the President or upon the request of three or more Trustees.

Section 5.2. Rules of Order. Robert's Rules of Order shall be used as the parliamentary authority by the Board of Trustees.

Section 5.3. Attendance. Notwithstanding Article III, Section 3.4. - concerning removal from the Board of Trustees, attendance at Board of Trustees meetings is mandatory. A trustee may be immediately removed from the Board of Trustees should she/he fail to attend two consecutive meetings without prior notification to the Secretary of the Board of Trustees.

Section 5.4. Notices. A full and timely notice shall be given to the public of meetings of the Board of Trustees, and whereas, in addition to any other/his means of giving full and timely notice, the Act provided that the Board of Trustees shall be deemed to have given the requisite notice if the notice of the meeting is posted in a designated public place within the boundaries of the school no less than twenty-four(24) hours prior to the meeting, the Secretary of the Board of Trustees shall publish that notice, including specific agenda information whereas possible, of any meeting of the Board of Trustees at which time adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of Board of Trustees is expected to be in attendance, twenty-four (24) hour in advance on the front door of the school. This posting of such notice to the public of such meetings and the location for the posting shall not be changed except by resolution of the Board of Trustees.



Section 5.5. Quorum and Vote. A quorum shall consist of four (4) Trustees. The votes of Trustees have equal weight. The manner of voting is in-person voting unless unanimous written consent is given (electronically or in writing).

Section 5.6. Manner of Acting. The act of a majority of the Board of Trustees present at a Board of Trustees meeting at which a quorum is present shall be an act of the Board of Trustees otherwise stated in these Bylaws.

Section 5.7. Executive Sessions. All regular and special meeting of the Board of Trustees shall be open to the public, except that, upon the affirmative vote of two-thirds of the quorum present, an executive session may be held to discuss any one or more of the following (unless prohibited by law):

1. the purchase, acquisition, lease transfer, or sale of any real, personal, or other/his property interest, except that no executive session shall be held for the purpose of concealing the fact that a member of the Board of Trustees has a personal interest in such purchase, acquisition, lease, transfer of sale;
2. conferences with an attorney for the Board of Trustees for the purpose of receiving legal advice on specific legal questions;
3. matters required to be kept confidential by federal or state law or rules and regulations;
4. specialized details of security arrangements or investigation;
5. determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators;
6. personnel matters.

The motion requesting the executive session shall state the nature of the matter to be discussed. Only those persons invited by the Board of Trustees may be present during the executive session. The Board of Trustees shall not make final policy decisions, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money be adopted or approved at any session which is closed to the general public. Matters discussed during the executive sessions shall remain confidential among those attending. The Secretary of the Board of Trustees shall maintain topical minutes of all executive sessions.

## **ARTICLE VI**

### **Officers of the Board of Trustees**

Section 6.1. Officers. The Officers of the Board of Trustees, and thus of the Corporation shall consist of President, Vice President, Secretary, Treasurer and the Executive Director. With the exception of the Executive Director, which is appointed by the voting members of the Board, the officers shall hold office until their successors are elected or until their earlier deaths, resignations, removal or completion of their current term. Vacant officer positions shall not be

filled until after the Board of Trustees vacancies are filled. Officers' terms shall be for whatever original remaining term each respective trustee has at the time of election as an officer. The Board of Trustees may remove any officer from office, with or without cause, by a majority vote of the Trustees then in office. The Board of Trustees may remove an officer from office without removing him/her from the Board of Trustees. An officer may resign at any time as an officer and maintain a seat on the Board of Trustees if she/he so chooses.

Section 6.2. President. The President shall preside at the meetings of the Board of Trustees and shall ensure that all actions and resolutions of the board are carried out. She/he shall also serve as Chair of the Board of Trustees. In general, the President shall work in partnership with the staff to achieve the Mission of the School and hence shall be responsible for the working relationship between the Board of Trustees and the staff. She/he shall appoint Committee Chairs on behalf of the Board of Trustees. Such Committee Chair appointments shall also be subject to full board approval.

Section 6.3. Vice President. The vice-president shall have all the powers and perform all the duties of the President in the absence or disability of the President. The vice-president shall perform such other/his duties as from time-to-time may be assigned to her/his by the President or by the Board of Trustees.

Section 6.4. Secretary. The Secretary or her/his designee, shall record the votes and keep the full minutes of all meetings and proceedings of the Board of Trustees, shall serve timely notice of all meetings, elections, and other proceedings in accordance with the provisions of these Bylaws or as required by law, and perform such other/his duties as may be assigned by the President or by the Board of Trustees. The Secretary has responsibility authenticating the records of the school in addition to maintaining and being the custodian of the meeting minutes.

Section 6.5. Treasurer. The Treasurer, or her/his designee, shall receive and deposit, in appropriate bank accounts approved by the Board of Trustees, all funds received from the District, shall deposit contributions, gifts, grants, bequests and other/his such funds in approval bank account, shall disburse such funds as directed by resolution of the Board of Trustees, shall sign all promissory notes and checks of Mary McLeod Bethune Day Academy Public Charter School, except that the signature of at least one other/his Officer or her/his designee shall always be required for any such disbursement, shall keep proper books of account; shall report the financial condition of Mary McLeod Bethune Day Academy Charter Schools at least monthly at Board of trustees meetings, shall be responsible for causing an annual financial audit and other/his audits as required by the Contract, shall prepare and present an annual budget to the Board of Trustees for approval and perform such other/his duties as may be assigned by the President or by the Board of Trustees.

### **The Executive Director**

Section 6.6. The Executive Director. The Executive Director shall act as the Head and Chief Executive Officer of the School responsible to the Board of Trustees. The President shall designate the Executive Director (Ex-Oficio), as his agent of the School be empowered to contract, except whereas required or permitted by law to be otherwise signed and executed and except whereas required or permitted by law to be otherwise signed and executed, up to a maximum as specified in Mary McLeod Bethune Day Academy Public Charter School's written financial policy. Contracts exceeding that maximum shall require majority board approval prior to execution. She/he shall assign to the principal, those duties of administration which she/he deems appropriate and shall see that the orders and resolutions of the Board of Trustees are carried out. The Executive Director shall be responsible for the performance and quality of operations and instruction. At all times the Executive Director shall maintain clear communications with the Board of Trustees through the President. The Executive Director shall serve as contracted employee. The Board of Trustees shall evaluate the performance of the Executive Director annually.

## **ARTICLE VII**

### **Committees to the Board of Trustees**

Section 7.1. Committees. Standing committees shall be the Accountability Committee, Governance committee, the School Improvement Committee, the Nominating Committee and the Building Committee. They shall be organized each November. Each committee shall consist of two (2) Trustees selected from the Board of Trustees and four (4) eligible voters chosen by majority vote of the eligible voters except that the Accountability Committee shall be chosen and organized in accordance with Article VIII, Section 1. The form and duties of the other standing and advisory committees shall be determined by resolution of the Board of Trustees from time to time, or as determined by those Bylaws. The committees shall report to the Board of trustees unless otherwise provided for within these Bylaws. The composition of committees shall be broadly representative of eligible voters.

7.2. Instruction and Responsibility. Each committee shall limit its considerations to those specific tasks assigned to it by the Board of Trustees by resolution or other authority establishing the particular committee. Each committee shall be clearly instructed as to the length of time each member is being asked to serve, the service the Board of Trustees shall provide; and the approximate dates on which the Board of Trustees wishes to receive reports and recommendations. The Board of Trustees shall maintain and approve a register of members of each committee.

Section 7.3. Committee Powers and Prerogatives. All recommendations of a standing or advisory committee shall be submitted to the Board of Trustees for official action, unless otherwise provided for in these Bylaws. The Board of Trustees shall have the power to dissolve any advisory committee and shall reserve the right, by majority vote, to exercise this power at any time during the life of any time during the life of any such committee. In the event of a tie,

the President shall have the final authority regarding any and all decisions affecting committees.

## **ARTICLE VII**

### **School Accountability Committee**

Section 8.1. Purpose. The purpose of the Accountability Committee shall be to advance the educational program of the school and to assure that educational outcomes are expressed in ways that are compatible with similar reports from the District. The committee shall be comprised of parents, teachers, staff and community members. It shall be responsible for investigating and recommending School plans with high, but achievable goals. In working cooperatively with the Board of Trustees, the committee shall adopt recommendations for goals and objectives for the improvement of education consist with the goals of the District of Columbia State Board of Education for compliance with No Child Left Behind Act and the Charter authorized by the DC Public Charter School Board.

## **ARTICLE IX**

### **Contracts, loans, etc.**

Section 9.1. Contracts, etc., How Executed. The Board of Trustees, except as otherwise provided in these Bylaws, may authorize any officers or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority may be general or confined to specific instances, and unless so authorized by the Board of Trustees, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniary for any purpose or to any amount.

In order to preserve the integrity of at-will employee contracts, no cause shall ever be stated for the separation of any employee under such a contract.

Section 9.2. Loans. No loan shall be contracted for or on behalf of the Corporation, and no negotiable papers shall be issued in its name, unless authorized by the Board of Trustees. When so authorized, any officer for the Corporation may effect loans and advances at any time for the Corporation, and for such loans and advances, may make, execute and deliver promissory notes or other/his evidences of indebtedness of the Corporation, and when authorized as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation may mortgage, pledge, hypothecate or transfer any real or personal property at any time held by the Corporation, and to that end execute instruments of mortgage or pledge or otherwise transfer said property. Such authority may be general or confined to specific instances.

## **ARTICLE X**

### **Books and Records**

The School shall keep at its office correct records, policies, procedures, minutes of the proceedings of the Board of Trustees, and a directory giving the names and addresses of the Trustees and Committee membership.

## **ARTICLE XI**

### **Amending the Bylaws**

Section 11.1 General. These Bylaws may be amended, altered or repealed and new Bylaws may be adopted By Board Action or by Eligible Voter Action as further described herein. Any such amendment(s), alteration(s), or repeal of these Bylaws and adoption of new Bylaws shall be pursuant to the provisions of the Article and the procedures adopted herein.

- a) Procedure. The process of amending, altering or repealing these Bylaws and adopting new Bylaws shall be administered as designated in Article XIII, Section 4. Only eligible voters (including members of the Board of Trustees) may propose the amendment, alteration, or repeal of these Bylaws and the adoption of new Bylaws. Any proposed change (request) to these Bylaws must be made at a meeting of the, the Secretary of the Board of Trustees shall assign such request to a Governance Committee for review and the Governance Committee shall also review the request for conflict with other/his provisions of these Bylaws. If any conflicts are found, such conflicts shall be explained and reported to the Board of Trustees. The review of requests shall be completed and reported to the Board of Trustees within (30) days of the original proposal to the Board of Trustees. Within (30) days of the completion of such review and report, the Secretary of the Board of Trustees shall place such request on the Board agenda for a vote. The Secretary of the Board of Trustees shall notify the eligible voters at least (14 days) prior to any vote on any such requests to these Bylaws.

Section 11.2 Board of Trustees Action. These Bylaws may be amended, altered or repealed and new Bylaws may be adopted upon a two-thirds majority vote of the Trustees then in office at a duly called and held regular or special meeting of the Board of Trustees. Upon the approval of any such request(s) to these Bylaws by the Board of Trustees, the Board shall notify the eligible voters of such change(s). Any such change(s) to these Bylaws shall become effective fourteen (14) days from the date of such notification unless 30 percent (30%) of the eligible voters do so request rescission, the Board of Trustees shall call for and schedule a rescission ballot vote

within six (6) weeks of the original approval of such change(s) to the Bylaws. The change(s) to the Bylaws shall be rescinded and of no force and effect upon the majority vote of the eligible voters in such rescission ballot vote. Should less than a majority of the eligible voters vote to rescind the change(s) shall be effective immediately following the vote.

In the event that a request for a change to the Bylaws does not receive the requisite two-thirds majority vote of the Board of Trustees as described above. The request may be submitted to the eligible voters for a ballot vote upon the affirmative vote to do so by a majority of the Trustees then in office at a duly called and held regular or special meeting of the Board of Trustees. Any such proposed change(s) to these Bylaws submitted to the eligible voters for ballot vote shall be approved upon the affirmative vote of two-thirds of the eligible voters.

Section 11.3. Eligible Voter Action. If any change to these Bylaws proposed by an eligible voter is rejected by the Board of Trustees and the Board does not subsequently submit the request to a ballot vote of the eligible voters, a valid petition (Section 3a.) containing the signatures of fifty-one percent (51%) of eligible voters, which signatures must be collected within thirty (30) days of the Board of Trustees rejection of such proposed change and which requests that such proposed change be submitted to a vote of the eligible voters, shall cause the proposed change(s) to be placed on the next ballot vote. Any such petition shall be submitted to the Governance Committee within such thirty (30) day period following rejection of the request by the Board of Trustees. The Governance Committee shall be responsible for validating the signatures on such petition and reporting back to the Board of Trustees within thirty (30) days of receipt of the petition. If the petition is validated by the Governance Committee the ballot vote shall take place on the date of and concurrent with the next regularly scheduled annual Board of Trustees elections unless the Board, in its sole and absolute discretion, schedules an earlier special ballot vote. Any such proposed change(s) to these Bylaws so submitted to the eligible voters for a ballot vote shall be approved upon the affirmative vote of two-thirds of the eligible voters.

#### Dissolution of the Charter

These bylaws will remain in effect during the existence of the Mary McLeod Bethune Day Academy PCS. The School will dissolve and the bylaws will be of no effect if the school:

- (1) Has been revoked by the authorizing entity (DC PCSB);
- (2) Has not been renewed by the authorizing entity (DC PCSB); or
- (3) Has voluntarily been relinquished by the charter school.

Mary McLeod Bethune Day Academy PCS will distribute its assets in accordance with §38-1802.13a upon dissolution. All remaining assets of the School Corporation shall be disposed of in strict compliance with the requirements of §38-1802.13a

#### **A valid petition shall:**

- Be registered with the Secretary of the Board of Trustees, who shall issue to the sponsor a dated petition form of format approved by the Board within 14 days of the date requested by the sponsor.
- Contain the new Bylaw wording requested together/his with the current Bylaw wording if this is applicable.
- Contain the pro arguments of the sponsor and the con arguments compiled by the Board of Trustees. Be returned to the Secretary of the Board of Trustees within 30 days of the date of issue, and contain the date of return. The Secretary has responsibility authenticating the records of the school in addition to maintaining and being the custodian of the meeting minutes.  
Include the wording:
- We, the undersigned, will vote for the following Request to amend the Bylaws of Mary McLeod Bethune Day Academy Public Charter School.
- Contain the full names, addresses and signatures of the petitions who must be eligible voters as defined by the Bylaws of Mary McLeod Bethune Day Academy Public Charter School.
- Signed by at least 51% of these eligible voters.
- Have the names validated by the Governance Committee following return to the Secretary of the Board of Trustees.

**ARTICLE XII**

**Adoption**

The above Articles were adopted as Bylaws of Mary McLeod Bethune Day Academy Public Charter School at a Board of Trustees meeting held for this purpose on

\_\_\_\_\_  
(Signatures of all Trustees)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

Signature

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Date

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Signature

---

Date

---

Signature

---

Date



## **Attachment C**

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

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

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

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

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

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

The holistic well-being of each student is an important component to fulfilling the mission of MMBDA. To ensure that each student achieves academic success, we offer student services that address more than just the challenging academic program offered by MMBDA. When students feel welcomed and safe, they are more inclined to get involved in their own academic progress.

## **1. A safe and secure learning environment**

MMBDA shall provide a safe and secure environment. The school's playground is enclosed by a fence not only to ensure the safety of the students as they play but also to prevent vandalism and keep the grounds clean after school hours. Entering the school, security will greet and provide necessary direction after signing in. Throughout the day visitors are only able to enter through the main entrance with a 100% identity check.

As a school, specific rules and a level system were put into place to enforce our code of conduct. Our behavior management system, Positive Behavior Intervention System (PBIS), establishes a level I system in which at each level the students experience a new consequence. Students move up a level if they do not comply with the rules. The levels are as follow:

1. a warning
2. reflection chair
3. move to another classroom
4. meet with behavior specialist
5. conference with parents

PBIS has been clearly defined and communicated to all students. Students are introduced to PBIS expectations at the beginning of the school year. The Code of Conduct is reviewed during morning meetings, in assemblies and inside the classroom. It is also explained in the Parent Student Handbook. Each classroom has the PBIS level system posted as a reminder to the students. In addition, each class has a set of essential agreements that support the schools level system. These essential agreements are rules that govern the classroom and are created by students and teachers together.

## **Health services available**

MMBDA offers health services to all students. Every other year all teachers receive training in first aid and Cardiopulmonary Resuscitation (CPR) provided by the American Red Cross. General health concerns are addressed by a designated staff person, who is also certified to administer prescription medication to students on condition of parental consent. Upon receiving the

medicine the parents must complete a health safety form; the form certifies that the medicine is approved by a medical professional. When the designated staff member receives the medicine it is stored in a locked cabinet. We use community service agencies to conduct medical screenings, most recently SMILE dentist visited our school in the fall and Prevention of Blindness visited last spring. During both of these visits students were seen during the day regardless of whether or not students have insurance information.

MMBDA shall follow the Healthy Schools Act, giving all our students a free breakfast and lunch. These meals are prepared daily at the school, to ensure freshness. Early childhood students eat meals in their classroom and teachers are also provided free breakfast and lunch.

## **Attachment D**

### **Assurance to Maintain Accreditation**

Mary McLeod Bethune Day Academy Public Charter School assures the DC Public Charter School Board that it will maintain accreditation with the American Academy for Liberal Education or with an identified and approved DC Public Charter School Board accrediting body, in accordance with D.C. Code § 38-1802.02(16).

## **Attachment E**

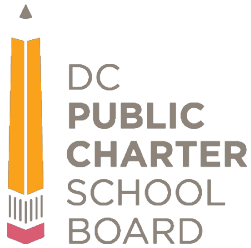
### **Relationship Between School and Employees**

All employees at Mary McLeod Bethune Day Academy are "at-will" employees.

#### *A. At-Will Defined*

At-will means that an employer can terminate an employee at any time for any reason, except an illegal one, or for no reason without incurring legal liability. Likewise, an employee is free to leave a job at any time for any or no reason with no adverse legal consequences.

At-will also means that an employer can change the terms of the employment relationship with no notice and no consequences. For example, an employer can alter wages, terminate benefits, or reduce paid time off. In its unadulterated form, the U.S. at-will rule leaves employees vulnerable to arbitrary and sudden dismissal, a limited or on-call work schedule depending on the employer's needs, and unannounced cuts in pay and benefits.



## Attachment F

(In the event the Mary McLeod Bethune Day Academy Public Charter School will open a New Campus or Facility, Attachment F must be satisfied.)

### Pre-Opening Visit Checklist (New Campus or Facility) – Mary McLeod Bethune Day Academy Public Charter School

Reviewer Name:

Review Date:

School Opening Date:

Location:

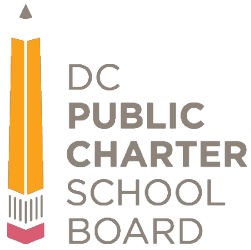
*\*Items should be uploaded into Epicenter*

#### Governance and Management

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

#### Staffing

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



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

### Curriculum and Instruction

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



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

**Students and Parents**

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





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

### Operations

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

### Facilities, Furnishings and Equipment



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



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

**Overall Notes:**

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

## Attachment G

### Insurance Requirements

Mary McLeod Bethune Day Academy Public Charter School will work with an insurance broker to secure the necessary insurance as determined by the Board of Trustees. Mary McLeod Bethune Day Academy Public Charter School will carry insurance for the following areas in the minimum stated amounts:

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

**Attachment H**  
**Key Personnel Positions**

Board Chair

Executive Director

Principal, Jackson St. Location

Principal, 16th St. Location

Special Education Coordinator

Finance Manager

Data Manager

Business Manager

Facilities Manager