

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

THE SOJOURNER TRUTH PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL 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 THE SOJOURNER TRUTH PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

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

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

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

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

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

Section 1. ESTABLISHMENT OF SCHOOL

1.1 [Charter.](#)

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

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

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

The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall provide DC PCSB a written request for approval for any proposed material changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

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

Section 2. EDUCATIONAL PROGRAM

2.1 [Mission Statement](#).

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

The mission of The Sojourner Truth School is to empower students to transform the world. Students at Truth will graduate ready for success in college, career, and life. They will serve as active agents in the construction of peace. They will know who they are, what they want, and where they are going. They can walk into any space, find their place, and make a powerful contribution. Truth achieves this vision through a Montessori education built upon student-led classrooms with a learning environment deliberately designed to enable student engagement in meaningful, authentic work and to foster a close-knit community where students pursue justice and practice stewardship.

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

2.2 [Age-Grade.](#)

A. Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in grades six through seven. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. **"Academic Year"** or **"School Year"** ("SY") shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall provide instruction to students in grades six through twelve and serve 450 total students.

SCHEDULE I. Maximum Enrollment Schedule

Grade	SY 2020-21	SY 2021-22	SY 2022-23	SY 2023-24	SY 2024-25	SY 2025-26	SY 2026-27 and Beyond
6	67	30	30	35	30	30	38
7	23	75	43	50	48	65	60
8		22	70	43	45	44	63
9		23	45	75	75	77	80
10			22	45	70	72	75
11				22	41	67	70
12					21	35	64
LEA Total	90	150	210	270	330	390	450

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

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

2.3 Goals and Academic Achievement Expectations.

A. The School Corporation has selected as its measure of academic achievement expectations for its sixth through twelfth 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 Corporation to submit a petition to DC PCSB for charter revision pursuant to § 38-1802.04(c)(10) to amend its goals and academic achievement expectations in accordance with Section 2.3(E) below.

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

B. Mission Specific Goal. The School Corporation adopts the following mission-specific goal:

Prior to the school's fifth year of operation, at least 80% of core content teachers will either hold a secondary Montessori teaching credential or be enrolled in an American Montessori Society (AMS) or American Montessori International (AMI) secondary Montessori teacher credential program.¹

C. Standard for charter review and renewal. The School Corporation's five-year charter review will occur in school year 2024-25; its ten-year charter review will occur in school year 2029-30; and its fifteen-year charter renewal will occur in school year 2034-35. 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 40%. Additionally, the school has met its mission-specific goal listed in paragraph B above by achieving the specified target.

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 45%.

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.² In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

¹ Teachers who are hired with a Montessori credential may count toward the 80% of core content teachers needed to meet this goal.

² 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."

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 rating³ on OSSE's School Transparency and Report (STAR) framework for the most recent year is a 3 or above.⁴

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

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

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 [Graduation Requirements](#). The School Corporation shall implement and hold its students accountable to the graduation requirements approved by DC PCSB, attached hereto as **Attachment I**. The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) for any material changes to graduation requirements no later than April 1

³ DC PCSB reserves the right to remove the STAR rating from consideration if material changes are made to the framework.

⁴ 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.

prior to the Academic Year in which the changes to the graduation requirements will take effect.

2.6 [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 1800 Perry St NE, Washington, DC 20018 (the “**School Property**”). DC PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School’s first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

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

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

Attachment F, which should be completed at least one month prior to the first day of the School's operation at the new School Property. In the case of an emergency (defined for the purposes of this paragraph as unforeseen circumstances that render the School Property unfit for the purpose of educating students), the School Corporation may submit to DC PCSB an immediate request to operate the school at a temporary location.

3.2 [Enrollment.](#)

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

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

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

3.3 [Disciplinary Policies.](#)

A. The School Corporation shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension

and expulsion of students, and shall provide a copy of those policies and procedures to students 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 submit this data in the form and manner prescribed by DC PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

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

3.5 [Operational Control](#).

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

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

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as the School's facilities;
- (iii) to receive and disburse funds for School purposes;

(iv) subject to § 38-1802.04(c)(1) of the Act, to make contracts and leases including agreements to procure or purchase services, equipment, and supplies;

(v) subject to § 38-1802.04(c)(1) of the Act, to secure appropriate insurance;

(vi) to incur debt in reasonable anticipation of the receipt of funds from the general fund of the District of Columbia or the receipt of federal or private funds;

(vii) to solicit and accept any grants or gifts for School purposes;

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

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

3.6 [Accreditation.](#)

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

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

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

Section 4. GOVERNANCE

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

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

4.3 [Governance.](#)

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

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

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

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

Section 5. FINANCIAL OPERATION AND RECORD KEEPING

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

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

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

5.4 [Contracts](#).

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

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

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

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

E. (i) Pursuant to § 38-1802.04(c)(22) of the Act, any executed agreement for services between a public charter school and a school management organization shall include a provision whereby the school management organization agrees, under the following circumstances, to provide to the public charter school for production to the eligible chartering

authority books, records, papers, and documents related to services the school management organization provided or has agreed to provide to the public charter school:

- (a) The public charter school requests such records from the school management organization; and either
 - (b) The annual fee the public charter school agrees to pay to the school management organization or any of its related entities, as defined by section 201(h)(4)(B)-(C) of the Economic Recovery Tax Act of 1981, approved August 13, 1981 (95 Stat. 218; 26 U.S.C. § 168(h)(4)(B)-(C)), is equal to or exceeds 20% of the school's annual revenue; or
 - (c) The annual revenue the school management organization expects to derive from District public charter schools will exceed 25% of the school management organization's projected total annual revenue. "
- (ii) The school management organization shall have the burden of producing records to demonstrate that it does not expect the revenue it derives from District public charter schools to exceed 25% of its projected total annual revenue.
- (iii) The term "**school management organization**" means an entity that a public charter school identifies in its charter petition or petition for charter revision with which the public charter school contracts to provide management or oversight services regarding the school's expenditures, administration, personnel, or instructional methods. The term "school management organization" does not include an entity with which a public charter school contracts solely to provide administrative support services, such as: (A) payroll processing or information technology services; (B) academic support services; or (C) temporary management services recommended by the eligible chartering authority to improve the performance of a public charter school.

5.5 Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment C**. 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 C**), 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 obtain tax-exempt status from the federal government and the District of Columbia by the time of the effective date of this Agreement and shall maintain such tax-exempt status.

5.7 [Enrollment and Attendance Records](#).

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

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

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

Section 6. PERSONNEL

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

6.2 [Hiring](#). The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School

Management Contract. From time to time as established by the School Corporation but at a minimum once every two years, the School Corporation shall conduct 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. DC PCSB’s acceptance of the Annual Report shall not be deemed to indicate agreement with such assessments. 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 the form and format 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 renew this Agreement with amendments satisfactory to DC PCSB and the

School Corporation, or enter into a substitute agreement satisfactory to DC PCSB and the School Corporation.

9.2 [Charter Revocation.](#)

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

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

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

9.3 [Termination.](#) This Agreement shall terminate if the School fails to begin operations by September 1, 2020, upon Charter revocation or nonrenewal, or by mutual written agreement of the parties hereto.

9.4 [Probation and Corrective Action.](#)

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

B. If DC PCSB elects to place the School or one of the School's campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide DC PCSB a written request for approval five business days prior to taking any of the following actions: (i) waiving any material default under, or material breach of, any School

Management Contract; (ii) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (iii) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (iv) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits, or obligations under any such School Management Contract in any material respect.

9.5 [Mandatory Dissolution.](#)

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

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

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

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

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

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

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

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

10.10 [Dispute Resolution](#). Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without first providing written notice to the other party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement, or to exercise any other authority pursuant to this Agreement or applicable law.

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

If to DC PCSB:

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

If to the School Corporation:

The Sojourner Truth Public Charter School
1800 Perry St NE
Washington, DC 20018
Attention: Justin Lessek, Executive Director
Email: jlessek@thetruthschool.org
Telephone: (773) 318-5156

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.

**SOJOURNER TRUTH PUBLIC
CHARTER SCHOOL**



By: Sarah Navarro

Title: Chair, Board of Trustees

Date: July 1, 2020

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**



By: Rick Cruz

Title: Board Chair

Date: 07/01/2020

ATTACHMENTS

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

ATTACHMENT A

Rules and Policies for Governance and Operation of School Corporation

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

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect Sojourner Truth PCS's interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, member of a committee with Board-delegated powers, or other individual as designated by law. Trustees and executive leadership of Sojourner Truth PCS will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest. The Board of Trustees will review conflict of interest forms to determine whether or not a conflict exists and how to address it. If a Board of Trustees member has a conflict of interest, then they must declare this conflict so that a decision as to whether that member may vote on the particular matter can be made.

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



ARTICLES OF INCORPORATION OF THE SOJOURNER TRUTH SCHOOL

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

ARTICLE I: NAME/REGISTERED OFFICE

The name of this corporation shall be The Sojourner Truth School, located at 3025 4th St NE, Lower Level, Washington DC 20017.

ARTICLE II: PURPOSE

This corporation is organized exclusively for charitable and educational purposes, more specifically to establish a public Montessori middle and high school in the District of Columbia. To this end, the corporation shall at all times be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)3 of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)3 of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

ARTICLE III: EXEMPTION REQUIREMENTS

At all times shall the following operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provisions of this document, the organization shall not carry on any other activities not permitted to be carried on:
 - a. by an organization exempt from federal income tax under section 501(c)3 of the Internal Revenue Code, corresponding sections of any future federal tax code; or
 - b. by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE IV: DURATION

The duration of the corporate existence shall be perpetual.

ARTICLE V: MEMBERSHIP / BOARD OF DIRECTORS

The corporation shall have no members. The management of the affairs of the corporation shall be vested in a Board of Directors, as defined in the corporation's bylaws. No Director shall have any right, title, or interest in or to any property of the corporation.

The number of Directors constituting the first Board of Directors is one (1), their names and addresses being as follows:

Justin Lessek	1322 Upshur St NW, Washington, DC, 20011
Chris Pencikowski	3025 4th St NE, Washington, DC, 20017
Emily Hedin	1244 Taylor St NW, Washington, DC, 20011

Members of the first Board of Directors shall serve until the first annual meeting, at which their successors are duly elected and qualified, or removed as provided in the bylaws

ARTICLE VI: PERSONAL LIABILITY

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

ARTICLE VII: DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of sections 501(c)3 of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of by the corporation shall be distributed by the District Court of the jurisdiction in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine within the meaning of the above-referenced Internal Revenue Code section.

ARTICLE VIII: INCORPORATOR

The incorporator of this corporation is Justin Lessek.

The undersigned incorporator certifies that he executes these articles for the purposes herein stated.

ORIGINAL SIGNATURE ON FILE

Justin Lessek

October 15, 2018

Date

BYLAWS OF THE SOJOURNER TRUTH PUBLIC CHARTER SCHOOL

ARTICLE I: PURPOSES

Section 1.1: Structure. The Sojourner Truth Public Charter School is a nonprofit corporation organized under the laws of the District of Columbia Nonprofit Corporation Act, D.C. Code, § 29-501 *et seq.* The Articles of Incorporation were filed October 15, 2018 and the Certificate of Incorporation was issued by the Department of Consumer Regulatory Affairs of the District of Columbia on October 15, 2018.

Section 1.2: Purposes. The Sojourner Truth Public Charter School is organized exclusively for charitable and educational purposes, more specifically to establish a public Montessori charter school in the District of Columbia. The corporation shall at all times be operated exclusively for charitable and educational purposes within the meaning of Section 501(c) 3 of the Internal Revenue Code of 1986, as new enacted or hereinafter amended.

Section 1.3: Mission. The mission of the Truth School is to empower students to transform the world. Students at the Truth School will graduate ready for success in college, career, and life. They will serve as active agents in the construction of peace. They will know who they are, what they want, and where they are going. They can walk into any space, find their place, and make a powerful contribution. The Truth School achieves this vision through a Montessori education built upon student-led classrooms with a learning environment deliberately designed to enable student engagement in meaningful, authentic work and to foster a close-knit community where students pursue justice and practice stewardship.

ARTICLE II: OFFICES

The Sojourner Truth Public Charter School has and shall continuously maintain in the District of Columbia a registered agent and a registered office as required by law. The Board of Trustees in accordance with applicable law may change the registered office from time to time.

ARTICLE III: BOARD OF TRUSTEES

Section 3.1: Powers. The Board of Trustees shall be fiduciaries of The Sojourner Truth Public Charter School and shall set overall policy for the school. The Board will have decision power on matters related to the operation of the school consistent with its Charter and applicable laws. The Board is responsible for ensuring that The Sojourner Truth Public Charter School continuously meets the mission stated in its charter.

Section 3.2: Number. The Board shall consist of at least three (3) and no more than fifteen (15) Trustees, of whom two (2) shall be parents of current students and a majority shall reside in the District of Columbia. The number of Trustees may be increased or decreased by resolution of the Board provided that it maintains an odd number of Trustees, that the number is never less than three (3), never greater than fifteen (15) and that no decrease shall have the effect of shortening the term of an incumbent trustee.

Section 3.3: Qualifications. Board members shall be sought who meet the following qualifications:

- a. Commitment to Truth's vision for a public Montessori for all education and to ensuring that all students are nurtured academically, socially, and emotionally;

- b. Personal beliefs and professional skill sets that will ensure effective governance of the school in accordance with its mission and purposes;
- c. Willingness to accept and support the decisions made in accordance with the bylaws; and
- d. Commitment to giving time, energy, and resources to support and strengthen the school.

Individuals who possess these qualifications will be eligible for nomination to the Board.

Section 3.4: Election. The Founding Board shall elect at least seven (7) and no more than fifteen (15) of its members to serve as the initial Trustees at the first board meeting following receipt of conditional charter approval. Thereafter the governance committee shall present to the board a slate of potential Trustees and Officers for election to the Board. The slate of Officers shall be presented at the annual meeting of the Board.

Section 3.5: Term of Office. The initial Trustees serve staggered terms, with each serving for a three, two or one year term. A full three-year term shall have been served upon the passage of three (3) annual meetings. After election, the term of a Trustee may not be reduced except as specified in these bylaws. No Trustee shall serve more than two (2) consecutive three-year terms.

Section 3.6: Rights and Responsibilities. All Trustees will have equal rights and responsibilities. All Trustees shall serve The Sojourner Truth Public Charter School with undivided loyalty, duty, and care and shall not endeavor to profit personally from their position on the Board. All Trustees shall be bound by the Policies and Procedures Manual of The Sojourner Truth Public Charter School.

Section 3.7: Removal. Any Trustee may be removed with or without cause by a majority vote of the Trustees at any regular or special meeting of the Board, provided that said vote is included as an item on the agenda prior to the meeting.

Section 3.8: Resignation. Any Trustee may resign at any time by written notice to the Chair of the Board. Said resignation will become effective immediately upon receipt by the Chair.

Section 3.9: Vacancies. Any vacancy of the Board may be filled by a majority vote of the Board of Trustees at any meeting in which a quorum is present. However, if the number of Trustees then in office is fewer than three (3), the vacancies may be filled by the affirmative vote of a majority of the Trustees then in office. A Trustee so elected shall serve until the next annual meeting and until his or her successor is elected and qualified.

Section 3.10: Meetings. The annual meeting of the Board of Trustees shall occur in the last quarter of the fiscal year at a date, time, and place fixed by the Board. The annual meeting shall be for the election of Officers and Trustees and for the transaction of such business as may properly come before the Board. There shall be at least five (5) other regular meetings of the Board held each year. Regular meetings will be held at such time and place as determined by the Board. Special meetings may be called at any time by the Chair, the Vice-Chair, or any two (2) Trustees. A majority of the Trustees present, whether or not they constitute a quorum, may adjourn any meeting to another time and place.

Section 3.11: Rules of Order. Matters for official consideration and vote shall be heard and voted upon in accordance with Robert's Rules of Order.

Section 3.12: Notice of Meetings. Notice of the time and place of each meeting of the Board shall be delivered to each Trustee at least two (2) days before the meeting is held. Notice may be by first-class mail, electronic mail, or private carrier, and to the extent possible should include a Written agenda stating all matters upon which action is proposed. A Trustee's attendance at or participation in a meeting waives required notice of the meeting.

Section 3.13: Quorum and Voting. Except as otherwise provided by law, a majority of the entire Board shall constitute a quorum for the transaction of any specified item of business. Except as otherwise provided by law or these Bylaws, if a quorum is present for a vote, the vote of a majority of Trustees present shall be the act of the Board.

Committees. The Board of Trustees shall designate from among its members standing committees consisting of one (1) or more Trustee(s), including Governance, Finance, Student Achievement and Accountability, and Fundraising / Development. The Board Chair shall appoint the chairperson of each committee with the exceptions of Governance, which shall select its own chair, and Finance, for which the Treasurer shall serve as chair. Standing committees will meet as necessary and shall maintain minutes of each meeting to be filed with the Board Secretary. Standing committees will have only those powers delegated by the Board and in accordance with these Bylaws. Each committee and each committee member shall serve at the pleasure of the Board of Trustees. The Board of Trustees, by a majority vote, shall have the authority to establish Ad Hoc committees as necessary. No committee can authorize distributions, fill vacancies on the board, amend bylaws, relieve trustees of their liability, or otherwise take any action required by law to be taken by the board.

Section 3.14:

Section 3.15: Governance Committee. The Governance Committee shall be the standing nominating committee and shall be comprised of three (3) Trustees recommended by the Board Chair and elected by the Board of Trustees at its first or annual meeting. The duties of the Governance Committee shall be to:

- a. Evaluate the qualifications of candidates and present a selection of the best candidates for vacant positions on the Board of Trustees;
- b. Present a selection of nominees for Officers to the Board for election;
- c. Recommend candidates to the Board for vacancies that arise outside of the regular nominating process;
- d. Provide ongoing orientation to Trustees; and
- e. Oversee the assessment of current Trustees to ensure optimum performance.

Section 3.16: Compensation. Members of the Board of Trustees of The Sojourner Truth Public Charter School shall serve without any compensation or remuneration.

ARTICLE IV: OFFICERS

Section 4.1: Number. The Officers of the Board of Trustees shall consist of a Chair, Vice-Chair, Secretary, and Treasurer. No member may hold the positions of Chair, Treasurer, and/or Secretary. No individual may act in more than one capacity in an instance where the action of two or more Officers is required.

Section 4.2: Election and Term. The Governance Committee shall present a slate of nominees for Officer positions to the Board of Trustees. All Officers shall be elected by the Trustees at their annual meeting for a term of one (1) year. An Officer may serve more than one (1) term in the same office, but no more than two (2) consecutive

terms in the same. Each Officer shall continue in office until his or her successor shall have been elected and qualified, or until his or her death, resignation, or removal.

Section 4.3: Resignation, Removal, and Vacancy. An Officer may resign by giving written notice to the Board Chair. Any Officer may be removed, with or without cause, by a majority vote of the Board. A vacancy in any office shall be filled for the unexpired term by a majority vote of the Board.

Section 4.4: Board Chair. The Board Chair shall preside at all meetings of the Board of Trustees. Pursuant to the terms of these Bylaws, he or she shall have the power to sign alone in the name of The Sojourner Truth Public Charter School all contracts authorized either generally or specifically by the Board of Trustees and to execute and deliver other documents and instruments. Additional signature authority shall be designated by policy and ratified by vote of the full Board of Trustees. The Chair shall also have such other powers and perform such other duties as the Board of Trustees may from time to time prescribe. In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair, Secretary, or Treasurer becomes vacant, the Chair shall appoint interim to fill such vacancies until a scheduled meeting of the Board can be held.

Section 4.5: Vice-Chair. The Vice-Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair. The Vice-Chair may have such powers and perform such duties as may be delegated thereunto by the Chair or prescribed by the Board of Trustees.

Section 4.6: Secretary. The Secretary shall be responsible for recording and maintaining the minutes of all meetings of the Board of Trustees; maintaining minutes recorded by committees of the Board; serving or causing to be served all notices of The Sojourner Truth Public Charter School ; maintaining records (other than financial) of The Sojourner Truth Public Charter School including the Bylaws and Charter; authenticating the records (other than financial) of The Sojourner Truth Public Charter School ; and performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board. In the event of absence or disability of the Secretary, the Board of Trustees may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.

Section 4.7: Treasurer. The Treasurer shall keep or cause to be kept complete and accurate accounting records of The Sojourner Truth Public Charter School, shall cause to be deposited all moneys and other valuable effects of The Sojourner Truth Public Charter School in the name of and to the credit of The Sojourner Truth Public Charter School in such financial institutions as the Board of Trustees may designate, and shall authenticate the financial records of The Sojourner Truth Public Charter School . The Treasurer shall keep or cause to be kept proper accounting records showing at all times the amount of the funds and other property of The Sojourner Truth Public Charter School, all of which records shall be open at all times to the inspection of the Board of Trustees. The Treasurer shall submit or cause to be submitted a report of the accounts and financial condition of The Sojourner Truth Public Charter School at each annual meeting. He or she shall perform all duties incident to the office of Treasurer, and such other duties as shall, from time to time, be assigned by the Board. The Treasurer shall give such security for the faithful performance of his or her duties as the Board may require. The Treasurer shall also serve as the Chair of the Finance Committee.

Section 5.1: The Board of Trustees shall hire a Head of School who will be the chief staff administrator. The Head of School will be responsible for carrying out the work of The Sojourner Truth Public Charter School in accordance with the policies established from time to time by the Board of Trustees.

Section 5.2: Policies and Procedures Manual. The Head of School shall draft and implement Financial Policies, to be reviewed by the Finance Committee and approved by the Board, and an Employee Handbook, to be reviewed by a Special Committee and approved by the Board. The Head of School shall conduct periodic reviews to ensure relevance and continued adherence to best practices.

ARTICLE VI: MISCELLANEOUS

Section 6.1: Policies and Procedures Manual. The Board of Trustees shall draft and implement [Board Member Handbook](#) that shall include, among things, a Code of Conduct, a Conflict of Interest policy, a Confidentiality policy, and Board succession plans. The Manual will follow the guidelines of the National Council of Nonprofits and the Center for Nonprofit Advancement.

Section 6.2: Checks, Notes and Contracts. [The creation of checks, notes and contracts will be done in accordance with the guidelines set forth in The Sojourner Truth School's Internal Controls Manual.](#)

Section 6.3: Indemnification. The Sojourner Truth Public Charter School may, to the fullest extent permitted by law, indemnify against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, any person (or his or her heirs or assigns) made a party to any action or proceeding by reason of the fact that he or she was a Trustee, Officer, employee or agent of The Sojourner Truth Public Charter School. There shall be no indemnification in relation to matters as to which the Board finds that the Trustee, Officer, employee, or agent acted in bad faith or engaged in willful misconduct in the performance of a duty to The Sojourner Truth Public Charter School.

Section 6.4: Amendments. These bylaws shall be reviewed [regularly](#) and shall be documented as to the date of said review. These bylaws may be amended at any meeting of the Board of Trustees by a majority vote of the Board of Trustees.

Section 6.5: Policy of Nondiscrimination. [In accordance with Title VI of the Civil Rights Act of 1964 \("Title VI"\), Title IX of the Education Amendments of 1972 \("Title IX"\), Section 504 of the Rehabilitation Act of 1973 \("Section 504"\), Title II of the Americans with Disabilities Act of 1990 \("ADA"\), and the Age Discrimination Act of 1975 \("The Age Act"\), and applicable District of Columbia laws and regulations applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with The Sojourner Truth Public Charter School are hereby notified that The Sojourner Truth Public Charter School does not discriminate on the basis of race, color, national origin, sex, age, religion, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, matriculation, political affiliation, genetic information, familial status, source of income, or disability in admission or access to, or treatment or employment in, its programs and activities.](#)

ARTICLE VII: CONFLICT OF INTEREST

Section 7.1: Purpose. The purpose of the conflict of interest policy is to protect the interests of The Sojourner Truth Public Charter School when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a member of the Board of Trustees or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 7.2: Procedures.

- a. Duty to Disclose. In connection with any actual, perceived or potential conflict of interest, a Trustee must disclose the existence of the interest and be given the opportunity to disclose all material facts pertaining thereto to the Board of Trustees.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest, all material facts relating thereto, and after any discussion thereof, the interested Trustee shall leave the Board of Trustees meeting while the determination of a conflict of interest is discussed and voted upon. The remaining members of the Board shall decide if a Conflict of interest exists.
- c. Addressing the Conflict of Interest.
 1. The Chair (or Vice-Chair in the instance that the conflict involves the Chair) may in his/her sole discretion, refer the matter to a subset of the Board to investigate alternatives.
 2. After exercising due diligence, the Board shall determine whether The Sojourner Truth Public Charter School can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 3. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not produce a conflict of interest, the Board of Trustees shall determine whether the transaction or arrangement is in the best interest of The Sojourner Truth Public Charter School, and whether it is fair and reasonable. In conformity with the above determination, the Board shall decide whether to enter into the transaction or arrangement.
- d. Violations of the Conflict of Interest Policy.
 1. If the Board of Trustees has reasonable cause to believe that a Trustee has failed to disclose actual or possible conflicts of interest, the Board shall inform said Trustee of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose.
 2. If, after hearing the response of the Trustee and after making further investigation as warranted by the circumstances, the Board of Trustees determines that said Trustee has in fact failed to disclose an actual or possible conflict of interest, the Board shall take appropriate disciplinary and corrective action including, but not limited to, removal from the Board.

Section 7.3: Annual Statements. Each member of the Board of Trustees shall annually sign a statement that includes required information in accordance with DC and Federal laws and affirms that such person:

- a. Has received a copy of the Conflict of Interest policy;
- b. Has read and understands the policy;
- c. Has agreed to Comply with the policy; and
- d. Understands that The Sojourner Truth Public Charter School PC is a charitable organization and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Section 7.4: Periodic Reviews. To ensure that The Sojourner Truth Public Charter School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable;
- b. Whether partnerships, joint Ventures, and arrangements with on Competent survey information and the result of arm's length bargaining. Management organizations conform to the written policies of The Sojourner Truth Public Charter School, are properly recorded, reflect reasonable investment or payments for goods and services, further the stated charitable purposes of The Sojourner Truth Public Charter School, and do not result in impermissible private benefit or an excess benefit transaction.

ARTICLE VIII: DISSOLUTION

Section 8.1: Reason for Dissolution. The Sojourner Truth Public Charter School shall dissolve [in accordance with DC Code section 38-1802.13a](#) if the charter for the charter school has been revoked, has not been renewed, or has been voluntarily relinquished, or upon a two-thirds vote of the Board of Directors.

Section 8.2: Distribution of Assets. [Upon dissolution, all remaining assets shall be disposed of in strict compliance with DC Code § 38-1802.13a.](#) ~~Upon dissolution, any assets to be distributed pursuant to a plan of distribution under 38-1802.13a of the School Reform Act shall be transferred to the State Education Office of the District of Columbia, to be controlled by the Office of Education Facilities and Partnerships and used solely for educational purposes.~~

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

The Sojourner Truth Public Charter School ("Sojourner Truth 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, Sojourner Truth 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, Sojourner Truth 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.

Sojourner Truth 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. Sojourner Truth 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.

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

Attachment D

Assurances to Seek, Obtain, and Maintain Accreditation

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

Attachment E

Relationship Between School and Employees

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

RECEIPT OF SOJOURNER TRUTH PCS EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)

I hereby acknowledge that I have received a copy of The Sojourner Truth School Employee Handbook. I will read the Handbook prior to signing my offer letter and I will ask any questions that I might have concerning it. I acknowledge that I have access to and can obtain a copy of the Handbook for review at any time. I understand and agree that it is my responsibility to familiarize myself with and abide by the policies set forth in the Handbook, and I consent to the provisions and policies described in the Handbook. Furthermore, I understand, in accordance with the Handbook policies, that if I should have questions or concerns regarding my terms of employment or working conditions with The Sojourner Truth School, I should contact the Director of Operations or the Executive Director.

I understand and agree that my employment with The Sojourner Truth School is at-will and is not guaranteed. I understand that my employment can be terminated or changed, with or without notice and with or without cause, at any time, by either me or The Sojourner Truth School. I also understand that The Sojourner Truth School can change my compensation without prior notice on a going-forward or prospective basis only. Additionally, by signing at the bottom, I understand that the provisions of any employee handbooks, manuals, and any and all other written statements of or regarding personnel policies, practices, or procedures that are or may be issued by The Sojourner Truth School do not, and shall not, constitute an express or implied contract of employment, and they create no vested rights; and that any such provisions may be changed, revised, modified, suspended, canceled, or rescinded by The Sojourner Truth School at any time without notice, as they constitute guidelines only and may be modified in the sole and absolute discretion of The Sojourner Truth School. I also understand that any amendment of the Handbook made at any time will always govern and supersede prior versions.

I give consent to The Sojourner Truth School to photograph, videotape, and use my name in connection with its activities and to reproduce such images or make available such names to promote, publicize, or explain The Sojourner Truth School, its schools, and its activities. This includes the right, without limitation, to make available or to publish such images and names in newsletters or in public relations/promotional materials such as marketing and admissions publications, advertisements, fundraising materials, and any other The Sojourner Truth School-

related publications. This also includes external publications and other media not under the control of The Sojourner Truth School. These images and names may appear in any of a variety of formats and media now available or that may be available in the future, including but not limited to print, broadcast, videotape, and electronic/online media.

I acknowledge and understand that I am required, as a condition of employment, to immediately report to the Executive Director any criminal conviction, guilty plea, no contest/*nolo contendere* plea, probation before judgment disposition, and/or not criminally responsible disposition in connection with criminal charges brought against me. I am also required, as a condition of employment, to immediately report to the Executive Director any pending charges against me that have not yet reached a final disposition.

I understand and agree to the above.

Employee's Name and Signature

Date



Pre-Opening Visit Checklist (New School) – The Sojourner Truth Public Charter School

Reviewer Name:

Review Date:

School Opening Date:

Location:

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

Governance and Management

Area of Review	Examples of Documentation	Notes/ Verification
The Board of Trustees has been established.	<ul style="list-style-type: none">Meeting minutes from the most recent board meetingBOT membership roster	
Leadership roles have been filled.	<ul style="list-style-type: none">Organizational Chart with namesContracts, including position description	
501(c)(3) status is on file at the school.	<ul style="list-style-type: none">Documentation from the IRS demonstrating your school has applied for and acquired 501(c)(3) status	

Staffing

Area of Review	Examples of Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or EL teachers.	<ul style="list-style-type: none">Staffing planTeacher roster	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none">Staff position descriptions	

Area of Review	Examples of Documentation	Notes/ Verification
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"> Employee Handbook Copies of confirmations of receipt of the Employee Handbook (e.g., form from handbook; staff meeting sign-in; etc.) 	
There is documentation that initial background checks for all staff have been completed.	<ul style="list-style-type: none"> Background check clearances 	
Each teacher has been offered a retirement plan.	<ul style="list-style-type: none"> DC Teacher Retirement Opt In/Opt Out Form, or similar form 	
Leave of absence forms for former DCPS employees have been processed and are on file.	<ul style="list-style-type: none"> Leave of absence forms on file and reflect processing through DCPS¹ 	
Plan for when teachers are absent.	<ul style="list-style-type: none"> Copy of school's plan for covering teacher absences (e.g., substitute bank; teacher request form; permanent substitute contracts; etc.) 	

Curriculum and Instruction

Area of Review	Examples of Documentation	Notes/ Verification
Needed instructional materials and supplies have been procured for classrooms at every grade level.	<ul style="list-style-type: none"> Actual instructional materials and supplies, or evidence that materials and supplies are on order and will be delivered in time for school opening 	

¹ DCPS Leave of Absence Documentation: <http://dcps.dc.gov/page/dcps-leave-absence>

Area of Review	Examples of Documentation	Notes/ Verification
A school calendar and class schedules exist, and provisions have been made for them to be available to every student and family.	<ul style="list-style-type: none"> School calendar— includes 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days* Class schedules Copy of handbook, or resource in which calendar was printed 	
Provisions have been made for assessing and serving students with disabilities.	<ul style="list-style-type: none"> Evidence that needed staff is on board to provide specialized instruction and related services, or evidence that services have been contracted 	

Students and Parents

Area of Review	Examples of Documentation	Notes/ Verification
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions).	<ul style="list-style-type: none"> Copies of parent/student/family handbook, in which the discipline policy is printed, along with evidence that parents have received it 	
Preliminary class rosters are available to teachers for planning.	<ul style="list-style-type: none"> Student rosters/records are on file and accessible to teachers for planning 	
Intake process includes measures to identify students with disabilities and ELs	<ul style="list-style-type: none"> Description of process for identifying students with disabilities and home language survey (e.g., copy of information in enrollment packet) 	

Area of Review	Examples of Documentation	Notes/ Verification
Valid proof of DC residency is on file for each student.	<ul style="list-style-type: none"> All residency forms from OSSE completed, including proof of residency form complete with parent's or guardian's name, student name, school staff person's signature, date, and appropriate check offs indicating documents submitted and copy of document submitted 	
Procedures are in place for creating, storing, securing and using student academic, attendance, and discipline records.	<ul style="list-style-type: none"> Evidence that procedures are in place for creating, storing, securing, and using student academic, attendance, and discipline records. (Includes a Safeguard of Student Information Policy that aligns with FERPA) Evidence that the records of students with disabilities are kept in a secure location Evidence that parents or adult students have been provided with notice of their rights under FERPA 	
A complaint resolution process is in place and has been distributed to employees, parents, and students.	<ul style="list-style-type: none"> Description of complaint resolution process in employee, parent, and student handbooks 	

Operations

Area of Review	Examples of Documentation	Notes/ Verification
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <ul style="list-style-type: none"> -system to accurately collect and submit attendance and discipline; -system to accurately collect excused absence documentation; and -system for mandatory reporting to CFSA and/ or DC Superior Court, when applicable -system to accurately submit Compliance documents to PCSB -system for collecting documentation for federal entitlement programs 	<ul style="list-style-type: none"> • Student Information System is in place • Staff member(s) have been trained on DC PCSB's data systems, the school's Student Information System, and Epicenter 	
<p>Arrangements have been made for food service.</p>	<ul style="list-style-type: none"> • Food service contract • Record of Basic Business License (BBL) 	
<p>Provisions have been made for health services and immunization, if appropriate.</p>	<ul style="list-style-type: none"> • Evidence that health services and immunization services are available (school nurse, contract with local health facility, etc.) • Evidence of access to the immunization registry and a mechanism for entering immunization data 	

Area of Review	Examples of Documentation	Notes/ Verification
There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> Written plans for life safety procedures included in faculty/student handbooks. Fire drill schedule (two within the first ten days; monthly for the remainder of the school year)* 	
Financials (balance sheet as well as budget forecasting future expenses and revenues) are sufficient that school will be able to operate throughout the school year.	<ul style="list-style-type: none"> Monthly financial statements provided to PCSB School Budget* 	

Facilities, Furnishings and Equipment

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

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

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

Overall Notes:

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

Attachment G

Insurance Requirements

Upon securing a facility, The Sojourner Truth Public Charter School will work with an insurance broker to secure the necessary insurance as determined by the Board of Trustees. The Sojourner Truth 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
Property Insurance	\$105,000
Workers' Compensation	As required by law.

Attachment H

Key Personnel Positions

Board Chair

Executive Director

Principal

Director of Operations

Chief Financial Office

Special Education Coordinator

Data Manager

Attachment I

Graduation Requirements

The Sojourner Truth Public Charter School (Sojourner Truth PCS) will require a minimum of 24.0 credits for graduation in accordance with Chapter 22 Subtitle A of Title 5 of the DC Municipal Regulations (DCMR). Sojourner Truth PCS will apply to DC PCSB for a waiver to award competency-based units in lieu of Carnegie Units. The table in figure 1 below provides an example by which a Sojourner Truth PCS high school student might follow a course sequence satisfying municipal regulations for graduation.

Courses needed	Credits needed	Sample Truth Courses
English	4.0	ELA I, ELA II, ELA III AP English Language
Math (must include Algebra I, Geometry, and Algebra II)	4.0	Algebra I, Geometry Algebra II, Probability & Statistics
Science (must include 3 lab sciences)	4.0	Biology, Chemistry, Physics AP Biology
Social Studies (must include World History I and II, US History, US Government, and DC History)	4.0	World History I, World History II U.S. History, U.S. Government D.C. History
World Language	2.0	Spanish I and II
Art	0.5	Art I
Music	0.5	Music I
Physical Education/Health	1.5	Physical Education I and II Health
Electives/Other	3.5	Internship, Internship II, Spanish III, Spanish IV, Music II, Music III, Music IV, Art II, Art III, Employability Skills I, Employability Skills II
Total	24.0	

Figure 1: Potential course listing for a high school graduate at Sojourner Truth PCS

At least two (2) of the twenty-four (24) Carnegie Units for graduation must include a College Level or Career Preparatory (CLCP) course approved by the LEA and successfully completed by the student. The course may fulfill subject matter or elective unit requirements as deemed appropriate by the LEA. CLCP courses approved by the LEA may include courses at other institutions.

All students must enroll in Algebra I no later than tenth (10th) grade, unless Sojourner Truth PCS is approved for a waiver pursuant to Subsection 2203.7. For all students entering the ninth (9th) grade, one (1) of the three (3) required lab science units shall be a course in Biology. In addition to the twenty-four (24) Carnegie Units, one hundred (100) hours of volunteer community service shall be satisfactorily completed. The specific volunteer community service projects shall be established by Sojourner Truth PCS.

To facilitate the transfer of credits to or from Sojourner Truth PCS and other high schools, Sojourner Truth PCS has a traditional sequence of high school courses and the Truth Competency Framework is directly aligned to widely accepted and normed standards.