

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

SUSTAINABLE FUTURES PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this “**Agreement**”) is effective as of July 17, 2017 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and SUSTAINABLE FUTURES 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 instructional 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 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: Sustainable Futures re-engages disconnected youth, preparing them to lead sustainable lives.

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 between the ages of 14 and 22. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June

30 of each calendar year. At capacity, the School shall provide instruction to students between the ages of 14 and 22 in grades 9-12 and serve 266 total students in school year 2021-22 and every year thereafter.

SCHEDULE I. Maximum Enrollment Schedule

Grade	2017-18	2018-19	2019-20	2020-21	2021-2022 and at capacity
PK3	0	0	0	0	0
PK4	0	0	0	0	0
K	0	0	0	0	0
Grade 1	0	0	0	0	0
Grade 2	0	0	0	0	0
Grade 3	0	0	0	0	0
Grade 4	0	0	0	0	0
Grade 5	0	0	0	0	0
Grade 6	0	0	0	0	0
Grade 7	0	0	0	0	0
Grade 8	0	0	0	0	0
Grade 9	20	40	72	72	72
Grade 10	15	30	50	72	72
Grade 11	15	30	25	50	72
Grade 12	15	25	25	25	50
LEA Total	65	125	172	219	266

DC PCSB and the School Corporation acknowledge that the School is ungraded and awards competency-based units; grade levels are included above for funding purposes only. The School shall stay 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 or age range.

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

A. The School Corporation’s goals and academic achievement expectations, to be assessed annually by campus, are as follows:

Category	Goal	Business Rules
Student Progress	<p>Goal 1 English Language Arts</p> <p>Each year, at least 75% of Sustainable Futures PCS students will either score at a grade equivalent (GE) of 10.0 or higher on STAR Reading, or increase 2 GE over the course of the year (as demonstrated by students enrolled during the fall and spring STAR testing administrations windows), or increase 1 GE over the course of half of a year (as demonstrated by students enrolled only during fall and winter, or winter and spring testing administration windows).</p>	<p>Denominator (for both Goal 1 - English Language Arts and Goal 2 - Math):</p> <ul style="list-style-type: none"> All students who meet the definition of enrolled, as defined in the PMF Policy and Technical Guide for Adult Education schools for the corresponding year, will be included in the denominator. Students who are deemed ineligible to re-enroll and satisfy the ineligibility verification process as per the PMF Policy and Technical Guide for the corresponding year will be excluded from the numerator and denominator. <p>Numerator (Goal 1 - English Language Arts):</p> <ul style="list-style-type: none"> Sum of the number of unduplicated students to score a GE of 10.0 or higher in the fall <i>PLUS</i> the number of unduplicated students that score a GE of 10.0 or higher in the winter <i>PLUS</i> the number of unduplicated students that score a GE of 10.0 or higher in the spring <i>PLUS</i> the number of
	<p>Goal 2 Math</p> <p>Each year, at least 75% of Sustainable Futures PCS students will either score at a grade equivalent (GE) of 10.0 or higher on STAR Math, or increase 2 GE over the course of the year (as demonstrated by students enrolled during the fall and spring STAR testing administrations windows), or increase 1 GE over the course of half of a year (as demonstrated by students enrolled only during fall and winter, or winter and spring testing administration windows).</p>	

Category	Goal	Business Rules
		<p>unduplicated students that scored below a GE of 10.0 but that increased at least 2 GE between fall and spring (or 1 GE between fall and winter or winter and spring) on the STAR Reading assessment.</p> <p>Numerator (Goal 2 - Math):</p> <ul style="list-style-type: none"> Sum of the number of unduplicated students to score a GE of 10.0 or higher in the fall <i>PLUS</i> the number of unduplicated students that score a GE of 10.0 or higher in the winter <i>PLUS</i> the number of unduplicated students that score a GE of 10.0 or higher in the spring <i>PLUS</i> the number of unduplicated students that scored below a GE of 10.0 but that increased at least 2 GE between fall and spring (or 1 GE between fall and winter or winter and spring) on the STAR Math assessment. <p>The following applies to both Goal 1 and Goal 2:</p> <ul style="list-style-type: none"> Sustainable Futures PCS agrees to work with Momentum Strategies at least once every five years to assess the targets against a new comparable norming sample. Targets may be adjusted after a new

Category	Goal	Business Rules
		<p>analysis, subject to DC PCSB Board approval, but targets should not be adjusted more than once in a five-year period.</p>
<p>Student Achievement</p>	<p>Goal 3 The annual percent of Sustainable Futures PCS students scoring 3 or above on the state’s high school assessment for math will be no more than three points below the percent of overage, under-credited charter sector students who score 3 or above on the state high school PARCC assessment for math. <i>Note: The target for “percent of overage, under-credited charter sector students who score a 3 or above on the state high school PARCC assessment for math” cannot jump more than 33% in any given year.</i></p> <hr/> <p>Goal 4 The annual percent of Sustainable Futures PCS students scoring 4 or above on the state’s high school assessment for math will be no more than three points below the percent of overage, under-credited charter sector students who score 4 or above on the state high school PARCC assessment for math. <i>Note: The target for “percent of overage, under-credited charter sector students who score a 4 or above on the state high school PARCC assessment for math” cannot jump more than 33% in any given year.</i></p>	<p>These rules apply for Goals 3, 4, 5, and 6. The rationale is to perform at or above schools with similar populations of students.</p> <p>Business Rules</p> <ul style="list-style-type: none"> • If target’s previous year to current year changes by more than 33.3%, then the target will be raised or lowered by 33.3% of its previous value. • <i>Example:</i> 2017 % overage under-credited students with a 3 or above: 21% <p>Target for SF 2018: +/- 3 points of (21*33% +21) = +/- 3 points of 28</p> <ul style="list-style-type: none"> • DC PCSB will accept from OSSE, on an annual basis, the roster of students eligible to take the state assessment; DC PCSB will use this roster to determine the percent for each goal. • As the comparison group of charter sector overage, under-credited students, DC PCSB will consider students as overage, under-credited if they are one or more years older

Category	Goal	Business Rules
	<p>Goal 5 The annual percent of Sustainable Futures PCS students scoring 3 or above on the state’s high school assessment for ELA will be no more than three points below the percent of overage, under-credited charter sector students who score 3 or above on the state high school PARCC assessment for ELA. <i>Note: The target for “percent of overage, under-credited charter sector students who score a 3 or above on the state high school PARCC assessment for ELA” cannot jump more than 33% in any given year.</i></p>	<p>than they should be for their grade-level.</p>
	<p>Goal 6 The annual percent of Sustainable Futures PCS students scoring 4 or above on the state’s high school assessment for ELA will be no more than three points below the percent of overage, under-credited charter sector students who score 4 or above on the state high school PARCC assessment for ELA. <i>Note: The target for “percent of overage, under-credited charter sector students who score a 4 or above on the state high school PARCC assessment for ELA” cannot jump more than 33% in any given year.</i></p>	
<p>Gateway/ Post-Secondary Readiness</p>	<p>Goal 7 60% percent of students will graduate within four years of enrolling in Sustainable Futures.</p>	<p>The rationale here is that we expect our students to persist and graduate with a diploma in four years or less with a competency based model.</p>

Category	Goal	Business Rules
		<p>Denominator:</p> <ul style="list-style-type: none"> All students who meet the definition of enrolled, as defined in the PMF Policy and Technical Guide for Adult Education schools for the corresponding year, for the first time in year X will be included in the denominator. Students who are deemed ineligible to re-enroll and satisfy the ineligibility verification process as per the PMF Policy and Technical Guide for the corresponding year will be excluded from the denominator. <p>Numerator:</p> <ul style="list-style-type: none"> Students who are on DC PCSB's certified graduation list (including summer school) through the fourth year of the year X cohort. <p><i>Year X is the year the students first enroll in Sustainable Futures</i></p> <p>NOTE: The target is set without having much comparable data. Most schools use the 4-year cohort rate. As the first rate will not be published until 2021, we will closely monitor our student progression/persistence and the data of similar schools.</p>
	<p>Goal 8 Annually, the percent of students who</p>	<p>This measure will follow the business rules from the Career</p>

Category	Goal	Business Rules
	exit Sustainable Futures and attend a postsecondary institution, workforce training program or enter employment within one year of exiting will meet or exceed the Tier 1 cut-off for the College and Career Readiness indicator as described in the Adult Education section of the Performance Management Framework Policy and Technical Guide for that given year.	and College Readiness indicator in the Adult Education PMF for the corresponding year. The target is set based on the Tier 1 cutoff for entering postsecondary or employment for the corresponding year.
Student Engagement	Goal 9 Annually, the percent of students re-enrolled by Sustainable Futures each year will meet or exceed the overall rate for DC PCSB-designated alternative high schools.	This measure follows the business rules for the High School PMF for the corresponding year.
	Goal 10 The In-Seat Attendance (ISA) rate for Sustainable Futures will meet or exceed the overall rate for DCPCSB designated alternative high schools.	Will follow business rules from PMF Technical Guide for the corresponding year.

The Tables below provide additional information on the STAR Assessment, referenced in the goals chart above.

Table 1: The Proportion of Alternative School Students that increased at least 2.0 GE between Fall and Spring on the STAR 360 Reading Assessment (provided by Momentum Strategy & Research)

Fall Grade Reading	% to Gain 2+ GE in Reading (Fall to Spring)
0.0 – 0.9	36%
1.0 – 1.9	31%
2.0 – 2.9	27%
3.0 – 3.9	23%
4.0 – 4.9	24%
5.0 – 5.9	23%
6.0 – 6.9	21%
7.0 – 7.9	22%
8.0 – 8.9	28%

9.0 – 9.9	28%
10.0 – 10.9	26%
11.0 – 11.9	NA
12.0 – 12.9	NA

Table 2: The Proportion of Alternative School Students that increased at least 2.0 GE between Fall and Spring on the STAR 360 Math Assessment (provided by Momentum Strategy & Research)

Fall Grade Math Equivalent	% to Gain 2+ GE in Math (Fall to Spring)
0.0 – 0.9	65%
1.0 – 1.9	41%
2.0 – 2.9	30%
3.0 – 3.9	24%
4.0 – 4.9	25%
5.0 – 5.9	24%
6.0 – 6.9	23%
7.0 – 7.9	25%
8.0 – 8.9	29%
9.0 – 9.9	29%
10.0 – 10.9	26%
11.0 – 11.9	NA
12.0 – 12.9	NA

B. If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by DC PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section. (“**Campus**” is defined 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.)

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

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

the School will be evaluated by DC PCSB, or the manner in which the School will conduct district-wide assessments, in accordance with DC PCSB’s *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* and no later than April 1 prior to the Academic Year in 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 J**. 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 prior to the Academic Year in which the changes to the graduation requirements will take effect. Pursuant to D.C. MUN. REGS. tit. 5-E, § 2203.7(a), DC PCSB grants the School Corporation a waiver from the Carnegie unit requirements set forth in D.C. MUN. REGS. tit. 5-E, § 2203.3. The School Corporation may award competency-based units in subjects approved in its application, measured by competency-based assessments, which are subject to the oversight of DC PCSB and may require reasonable modifications to ensure a sufficient level of rigor. The School Corporation may award competency-based units in additional subjects upon DC PCSB’s approval of a petition for charter revision. **Attachment K** attached hereto describes how the School Corporation’s courses convert to and from the Carnegie units awarded in traditional schools. DC PCSB grants the School Corporation a waiver from the physical education requirement for graduation in D.C. MUN. REGS. tit. 5-E, § 2203.3(b). The School Corporation shall timely provide DC PCSB with any data or documents necessary for DC PCSB to comply with the annual waiver reporting requirements to OSSE. (“**Assessments**,” as used here, are any number of tools used to value or determine whether a student has met the School Corporation’s graduation requirements as approved by DC PCSB.)

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 treated as an 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 1500 Harvard Street NW, Washington, D.C. 20009 (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 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.

3.2 [Enrollment.](#)

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

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

comments of DC PCSB staff and its agents in connection with the proposed changes. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

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

3.3 [Disciplinary Policies](#).

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

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

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

3.5 [Operational Control](#).

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

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

- (i) to adopt a name and a corporate seal;

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

3.6 Accreditation.

A. By the end of its first five 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. 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**”). 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.

5.5 [Insurance](#). The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations as identified in **Attachment H**. 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 H**), subject to the availability of such insurance on commercially reasonable terms. However, should any insurance coverage expire prior to the Annual Compliance Reporting schedule, within thirty days of expiration the Board of Trustees will provide to DC PCSB either a notice that the Board of Trustees has determined that such coverage is no longer necessary or a certificate of insurance renewal or revision. Prior to the first year of operation, the School Corporation shall provide proof of insurance pursuant to **Attachment H**.

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

5.7 [Enrollment and Attendance Records](#).

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

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

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

Section 6. PERSONNEL

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

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

Section 7. REPORTING REQUIREMENTS

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

7.2 [Audited Financial Statements](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall deliver to DC PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act, and prepared in accordance with GAAP, government auditing standards for financial audits issued by the Comptroller General of the United States, and DC PCSB requirements. Such audited financial statements shall be made available to the public. These statements may include supplemental schedules as required by DC PCSB.

7.3 [Interim Financial Reports](#). Pursuant to DC PCSB's *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 17, 2017. "**Interim Period**" shall mean monthly,

unless the School Corporation receives written notice from DC PCSB, after which it will mean the period designated by DC PCSB in such notice.

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

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

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

7.7 [Key Personnel Changes](#). The chair of the Board of Trustees or an officer of the School Corporation shall provide notice within five business days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in **Attachment I** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

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

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

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

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

Section 8. COMPLIANCE

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

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

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

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

8.5 [Access](#). The School Corporation shall grant to DC PCSB, its officers, employees, or agents, access to the School Corporation’s property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that DC PCSB may from time to time request, and produce

copies of the same, and shall cooperate with DC PCSB, its officers, employees, or agents, including allowing site visits as DC PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with § 38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School and School Corporation.

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

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

Section 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

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

9.2 [Charter Revocation](#).

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

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

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

9.3 [Termination](#). This Agreement shall terminate if the School fails to begin operations by September 5th, 2017, 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 J** can only be modified or amended through Petition for Charter Revision subject to 1.1(B) and 2.5 of this Agreement, except that **Attachments A, B, and E** require only DC PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

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

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

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

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

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

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

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

If to DC PCSB:

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

If to the School Corporation:

Sustainable Futures Public Charter School
910 17th St NW
Washington, D.C. 20006
Attention: Natasha Warsaw
Email: nwarshaw@sfpcsd.org
Telephone: (202) 603-0037

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.

**SUSTAINABLE FUTURES PUBLIC
CHARTER SCHOOL**




By:

Title: *Head of School*

Date: *7/17/17*

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**



Title: Board Chair

Date: 7/17/2017

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	Random Selection Process
ATTACHMENT H	Insurance Requirements
ATTACHMENT I	Key Personnel
ATTACHMENT J	Graduation Requirements
ATTACHMENT K	Credit Translation Crosswalk

ATTACHMENT A

Rules and Policies for Governance and Operation of School Corporation

Sustainable Futures Public Charter School's ("Sustainable Futures 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 Head of School is an ex-officio, non-voting Board of Trustees member and reports to the Board. All other employees report to the Head of School. There is no management company engaged in the oversight of Sustainable Futures PCS.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect Sustainable Futures PCS's interest when it is contemplating any transaction or arrangement which may benefit any Trustee, officer, employee, affiliate, or member of a committee with Board-delegated powers. Trustees and executive leadership of Sustainable Futures PCS will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest. The Governance Committee of the Board of Trustees will review conflict of interest forms to determine whether or not a conflict exists and how to handle it. In the event of a potential conflict involving a member of the Governance Committee, the Executive Committee will resolve the issue. If a Board of Trustees member has a conflict of interest, then he/she must declare this conflict so that a decision as to whether that member may vote on the particular matter can be made.

The Board of Trustees, or designated Committee, will make 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
SUSTAINABLE FUTURES PUBLIC CHARTER SCHOOL

We, the undersigned, being natural persons over the age of twenty-one, acting as incorporators of a corporation under the District of Columbia Non-Profit Corporation Act, adopt the following Articles of Incorporation:

FIRST: The name of the corporation is Sustainable Futures Public Charter School (hereinafter referred to as “Corporation”).

SECOND: The period of the Corporation’s duration is perpetual, unless the Charter of the Corporation is revoked, non-renewed, or voluntarily relinquished. Pursuant to § 38-1802.13a of the District of Columbia Code, if the Charter of the Corporation is revoked, non-renewed, or voluntarily relinquished, the Corporation shall dissolve.

THIRD: Pursuant to the District of Columbia’s School Reform Act of 1995, the Corporation is organized and shall operate exclusively as a public charter school, and as necessary and appropriate to carry out its Charter for the following lawful purposes: educational, charitable, environmental, scientific, literary, musical, social, athletic, job training and promotion of the arts, but only to the extent that such purposes are permitted within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the “Code”), including the operation of a public charter school. The Corporation shall have all powers granted to it by law to further its above stated purposes, including those expressly stated by its bylaws.

FOURTH: Persons of any race, religion, and sex shall be entitled to all of the rights, privileges, programs and activities generally made available to participants in the Corporation, its programs and activities. The Corporation shall not discriminate on the basis of race, color, religion, creed, national origin, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, academic achievement or proficiency in the English language in administering its policies and programs.

FIFTH: The Corporation shall have no members.

SIXTH: The Trustees shall not receive compensation for their service as a board member, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered. No part of the net earnings of the Corporation shall be distributed to or inure to the benefit of its officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. Pursuant to 26 U.S. Code § 501, as a 501(c)3, no substantial part of the

Corporation's activities shall consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate or intervene (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on (i) by an organization exempt from Federal income tax under Section 501(c)3 of the Code; (ii) by an organization, contributions to which are deductible under Section 170(c)(2) of the Code; or (iii) by an organization formed pursuant to the Charter.

In the event of dissolution of the Corporation, assets of the Corporation shall be disposed of in strict compliance with the requirements of Section 501(c)(3) of the Internal Revenue Code and § 38-1802.13a of the District of Columbia Code.

SEVENTH: The initial Board of Trustees of the Corporation, who are to serve as trustees until the first annual meeting or until their successors are elected and shall qualify are:

Natasha Warsaw, President	4812 Fort Totten Drive, NE; Washington, DC 20011-7510
Nilaja Taylor, Vice President	2601 Douglas Rd SE #403, Washington, DC 20020
Coretta Ross, Treasurer	7314 Longbranch Dr, New Carrollton, MD 20784

EIGHTH: The initial registered agent of the Corporation is Natasha Warsaw, a resident of the District of Columbia. The initial registered office of the Corporation is c/o Natasha Warsaw, 4812 Fort Totten Drive, NE; Washington, DC 20011-7510.

NINTH: Meetings of the Board of Trustees may be held within or outside of the District of Columbia as the bylaws of the Corporation provide. The books for the Corporation must be kept (subject to any provision contained in the laws of the District of Columbia and the Charter) inside the District of Columbia at such place as may be designated from time to time by the Board of Trustees or in the bylaws of the Corporation.

TENTH: The Corporation reserves the right to amend, change, alter, or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the officers, trustees, and members herein are granted to this reservation.

ELEVENTH: The name and address of each incorporator of the Corporation is:

Natasha Warsaw	4812 Fort Totten Dr, NE; Washington, DC 20011-7510
Nilaja Taylor	2601 Douglas Rd SE #403, Washington, DC 20020
Coretta Ross	7314 Longbranch Dr, New Carrollton, MD 20784

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation on the day of _____, _____.

_____ (SEAL)

Natasha M. Warsaw

Nilaja R. Taylor (SEAL)

Coretta Ross (SEAL)

CITY OF WASHINGTON)

) ss:

DISTRICT OF COLUMBIA)

I hereby certify that on this ____ day of _____, _____, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Natasha Warsaw, Nilaja Taylor, and Coretta Ross, who signed the foregoing document as incorporators, and have averred that the statements therein contained are true.

WITNESS had and notarial seal this ____ day of _____, _____.

Notary Public

My Commission Expires: _____

**BYLAWS
OF
SUSTAINABLE FUTURES PUBLIC CHARTER SCHOOL**

A District of Columbia Nonprofit Corporation

**ARTICLE I
General Provisions**

Section 1.01 Charter The Corporation shall be operated in a manner consistent with the Charter granted to the Corporation pursuant to D.C. Code § 31-2801.

Section 1.02 Registered Office The Corporation shall maintain a registered office within the District of Columbia at such a place as the Board of Trustees may designate.

**ARTICLE II
Purposes**

Section 2.01 Nonprofit Purposes This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, 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.

Section 2.02 Educational Purposes The purposes of the Corporation are described in the Articles of Corporation.

**ARTICLE III
Members**

Section 3.01 Members The Corporation shall have no members. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board of Trustees. All rights which would otherwise by law vest in the members shall vest in the Board.

**ARTICLE IV
Board of Trustees**

Section 4.01 General Powers The Board of Trustees shall govern the affairs of the Corporation in conformance with the law, the Articles of Incorporation, the Charter, and these Bylaws. However composed, the activities and affairs of the corporation shall be governed and all corporate powers shall be exercised under the direction of the Board. No assignment, referral, or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities.

Section 4.02 Specific Powers Without prejudice to its general powers set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted

by law:

- a. To select and remove all of the officers, agents, and employees of the Corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation, or these Bylaws; and to fix their compensation;
- b. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefore which are not inconsistent with the law, the Corporation's Articles of Incorporation, or these Bylaws, as it deems best;
- c. To adopt, make, and use a corporate seal and to alter the form of the seal from time to time, as it deems best;
- d. To acquire real property for use as the Corporation's facilities, from public or private sources;
- e. To receive and disburse funds for Corporate purposes;
- f. To secure appropriate insurance and to make contracts and leases, including agreements to procure or purchase services, equipment, and supplies;
- g. 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;
- h. To solicit and accept any grant or gifts for Corporate purposes, if the Corporation does not accept any grants or gifts subject to any condition contrary to law or contrary to its Charter, and if the Corporation maintains for financial reporting purposes separate accounts for grants or gifts;
- i. To sue and be sued in the Corporation's own name; and
- j. To carry out such other duties as are described in the Charter granted by the eligible chartering authority, including the submission of an annual report on the extent to which the Corporation is meeting its mission and goals.

Section 4.03 Number and Qualifications of Trustees The total number of Trustees shall be odd and at no time shall there be less than three or more than fifteen Trustees of the Corporation, but the exact number of Trustees may be changed through a Board resolution. A majority of the Trustees shall be residents of the District of Columbia and at least two of the Trustees shall be current students over the age of 18 attending Sustainable Futures Public Charter School. A student shall be deemed a "current student" for the entire school year during which the student attends the School for at least one term during the school year provided that the student's partial-year attendance is due to the student's graduation from the School. The election or selection of student Trustees shall be conducted on the earliest practicable date after classes at the school have commenced, through a process to be adopted

and modified by the Board from time to time. The Head of School is an ex-officio, non-voting member of the Board of Trustees.

Section 4.04 Election and Term of Trustees The first Board of Trustees shall consist of those persons named in the Articles of Incorporation and the non-voting, ex-officio Head of School. The Board subsequently may elect or appoint any person who in its discretion it believes will serve the interests of the Corporation faithfully and effectively. The Board shall create a system of staggered terms, with one third of the founding board members beginning five-year terms, while another third serve two-year terms, and the final third serve one-year terms. All Trustees shall hold office until the first annual election of Trustees; each Trustee elected thereafter will hold office for a term of two years. Trustees may be re-elected to successive terms and may serve simultaneously as one or more officers. No decrease in the number of Trustees shall have the effect of shortening the term of any incumbent Trustee.

Section 4.05 Vacancies, Resignation, and Removal Vacancies on the Board of Trustees shall exist: (1) on the death, resignation, or removal of any Trustee; and (2) whenever the number of authorized Trustees is increased.

- a. Any Trustee may resign effective upon giving written notice to the Chair, the Secretary, or the Board of Trustees, unless the notice specifies a later time for the effectiveness of such resignation. No Trustee may resign if the Corporation would then be left without a duly elected Trustee or Trustees in charge of its affairs, except upon notice to the appropriate agency of the District of Columbia and DC PCSB.
- b. Trustees may be removed from office, with or without cause, with a two-thirds vote of the Board of Trustees then elected as permitted by and in accordance with the laws of the District of Columbia.
- c. Unless otherwise prohibited by the Articles of Incorporation, these Bylaws, or provisions of law, vacancies on the Board may be filled by approval of the Board of Trustees. A person elected to fill a vacancy on the Board shall hold office until the next election of the Board of Trustees or until his or her death, resignation, or removal from office.

Section 4.06 Nonliability and Indemnification The Trustees shall not be personally liable for the debts, liabilities, or other obligations of the Corporation, and shall be indemnified by the Corporation to the fullest extent permissible under law.

Section 4.07 Compensation Trustees shall not receive any compensation for their services as officers of the Corporation, although they may be reimbursed for the ordinary and necessary expenses incurred by virtue of their responsibilities, or as employees of the Corporation.

ARTICLE V Officers

Section 5.01 Designation of Officers The officers of the Corporation shall be a Chair, a Vice

Chair, a Secretary, and a Treasurer; additional Vice Chairs, Assistant Secretaries, Assistant Treasurers, and other such officers with such titles as may be determined from time to time by the Board of Trustees. A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair or Vice Chair.

Section 5.02 Election and Term of Office Officers shall be elected by the Board of Trustees, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Section 5.03 Removal and Resignation The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the Corporation, the resignation taking effect on receipt of the notice or at a later date if specified in the notice.

Section 5.04 Vacancies Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Trustees. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

Section 5.05 Duties of Chair Subject to Board control, the Chair has general supervision, direction, and control of the affairs of the Corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

Section 5.06 Duties of Vice Chair If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers, perform such other duties, and oversee committees as the Board may prescribe.

Section 5.07 Duties of Secretary The Secretary shall:

- a. Take, keep, or cause to be kept, at the Corporation's principal office, as the Board may direct, a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings;
- b. Keep or cause to be kept a copy of the Corporation's Articles of Incorporation and Bylaws, with amendments;
- c. Give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and
- d. Have such other powers, perform such other duties and oversee committees as the Board may prescribe.

Section 5.08 Duties of Treasurer The Treasurer shall:

- a. Keep or cause to be kept adequate and correct accounts of the Corporation's properties, receipts, and disbursements;
- b. Make the books of account available at all times for inspection by any Trustee;
- c. Deposit or cause to be deposited the Corporation's monies and other valuables in the Corporation's name and to its credit, with the depositories the Board designates;
- d. Disburse or cause to be disbursed the Corporation's funds as the Board directs;
- e. Render to the Chair and the Board, as requested but no less frequently than once every fiscal year, an account of the Corporation's financial transactions and financial condition;
- f. Prepare any reports on financial issues required by an agreement on loans; and
- g. Have such other powers and perform such other duties as the Board may prescribe.

**ARTICLE VI
Meetings**

Section 6.01 Regular Meetings Regular meetings of the Board of Trustees shall be held with notice of the date, time, place, or purpose of the meeting; provided, that at the beginning of each one-year period, the Corporation may provide a single notice of all regularly scheduled meetings for that year, or for a lesser period, without having to give notice of each meeting individually. Regular meetings of the Board of Trustees shall be held at least quarterly.

Section 6.02 Special Meetings Any Trustee or the Chair may call a special meeting of the Board with at least one week prior notice to each Trustee. Such notice may be oral or written, may be given personally or by first class mail, by telephone, e-mail, or by facsimile machine, and shall state the place, date, and time of the meeting and the matters proposed to be acted upon at the meeting.

Section 6.03 Waiver of Notice Any Trustee may waive notice of a meeting by written waiver. A Trustee's attendance at the meeting shall constitute waiver of notice of such meeting, except attendance for the sole purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

Section 6.04 Conduct of Meetings Meetings of the Board of Trustees shall be presided over by the Chair or, in his or her absence, by the Vice Chair of the Corporation or, in the absence of each of these persons, by a temporary Chair chosen by a majority of the Trustees present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer appoint another person to act as Secretary of the Meeting.

Section 6.05 Quorum and Action by the Board The majority of Trustees in office shall constitute a quorum for the transaction of business. Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, the act of a majority of Trustees present at a meeting at which a quorum is present shall be the act of the Board.

Section 6.06 Meetings by Telephone Conference Any or all Trustees may participate in a meeting of the Board or a Committee of the Board by means of telephone conference or by any means of communications by which all persons participating are able to hear one another, and such participation shall constitute presence in person at the meeting.

Section 6.07 Action by Unanimous Consent Any action required or permitted to be taken by the Board or any Committee may be taken without a meeting if all Trustees consent in writing to the adoption of a resolution authorizing the action and such consents are filed with the minutes of the proceedings of the Board or Committee.

ARTICLE VII Committees

Section 7.01 Board Committees The Board of Trustees will be comprised of a minimum of four standing committees: the Executive Committee; the Achievement, Evaluation, and Accountability Committee; the Development and Marketing Committee; and the Audit and Finance Committee. Each committee shall consist of two or more Trustees which shall have and exercise such authority as specified in the resolution and as allowed by law.

Section 7.02 Advisory Committees The Board of Trustees may also elect or appoint such advisory committees, which may include individuals who are not Trustees, as the Board may deem appropriate and as allowed by law.

ARTICLE VIII Conflict of Interest

Section 8.01 Disclosure of Conflict Required Any Trustee, officer, key employee, or committee member having an interest in a contract, other transaction, or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full, and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be averse to the Corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon, and, where applicable, the abstention from

voting and participation.

Section 8.02 Definition For the purposes of this section, a person shall be deemed to have an “interest” in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the Corporation, or is a trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the Corporation.

ARTICLE IX IRC 501(c)(3) Tax Exemption Provisions

Section 9.01 Limitations on Activities Pursuant to 26 U.S. Code § 501, as a 501(c)3, no substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provisions of these Bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 9.02 Prohibition Against Private Inurement The Trustees shall not receive compensation for their service as a board member, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered. No part of the net earnings of this corporation shall inure to the benefit of, or be distributed to, its members or trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

Section 9.03 Distribution of Assets Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed in strict compliance with the requirements of Section 501(c)(3) of the Internal Revenue Code and § 38-1802.13a of the D.C. Code.

Section 9.04 Private Foundation Requirements and Restrictions In any taxable year in which this corporation is a private foundation as described in section 509(a) of the Internal Revenue Code, the Corporation (1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; (2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; (3) shall not retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code; (4) shall not make any investments in such manner as to subject the Corporation to tax under Section 4944 of the Internal Revenue Code; and (5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

ARTICLE X Indemnification

Section 10.01 Indemnification To the fullest extent permitted by law, the Corporation shall indemnify any present or former Trustee or officer, and may, by resolution of the Board of Trustees, indemnify any employee, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the individual so indemnified in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, administrative, or investigative, to which he or she may be or is a party by reason of having been such Trustee, officer, or employee.

Section 10.02 Advances Before the final disposition of any action, suit, or proceeding referred to in this Article, the Corporation shall pay the expenses incurred by any present or former Trustee or officer seeking indemnification in defending a civil or criminal action, suit, or proceeding, upon receipt by the Corporation of an undertaking by or on behalf of such individual to repay such amount if it shall be ultimately determined that he or she is not entitled to such indemnification. Such expenses incurred by employees and agents of the Corporation may also be paid upon such terms and conditions as the Board deems appropriate.

Section 10.03 Not Exclusive The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such Trustee, officer, or employee may be entitled under any statute, Bylaw, agreement, vote of the Board of Trustees, or otherwise.

Section 10.04 Insurance Except as may be otherwise provided under provisions of law, the Board of Trustees may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation (including a trustee, officer, employee or other agent of the corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

ARTICLE XI Other Provisions

Section 11.01 Fiscal Year The fiscal year of the Corporation shall begin on July 1 of each year and end on June 30 of the following year, unless otherwise determined by the Board of Trustees.

Section 11.02 Checks, Notes, and Contracts The fiscal Board of Trustees shall determine those persons authorized on the Corporation's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidence of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

Section 11.03 Deposits All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Trustees may select.

Section 11.04 Books and Records The Corporation shall keep at its principal office in the District of Columbia: (1) correct and complete books and records of account, and (2) minutes of the

proceedings of the Board of Trustees and any committee having any of the authority of the Board.

Section 11.05 Inspection Rights Every Trustee shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

Section 11.06 Amendment of Articles and Bylaws The Articles and Bylaws of the Corporation may be amended by a majority vote of the Trustees then in office.

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial trustees or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws, consisting of eight preceding pages, as the Bylaws of this corporation.

Dated:

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

Sustainable Futures Public Charter School is committed to ensuring the health and safety of students, families, staff, and visitors of the school. As required by the School Reform Act, Sustainable Futures Public Charter School 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, Sustainable Futures Public Charter School will submit a report to the District of Columbia Public Charter School Board ("DC PCSB") that verifies the school's facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia.

Sustainable Futures Public Charter School 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. Sustainable Futures Public Charter School will provide required and appropriate health and safety training to its staff, including 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.

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

If Sustainable Futures Public Charter School 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

Sustainable Futures Public Charter School acknowledges its obligation to seek, obtain, and maintain accreditation for the school from at least one of the accrediting bodies listed in Part B of the District of Columbia School Reform Act or a body otherwise approved by the District of Columbia Public Charter School Board. D.C. Code § 38-1802.02(16). Sustainable Futures Public Charter School assures that it will obtain such accreditation by the end of its first five years of operation.

Attachment E

Relationship Between School and Employees

Staff of Sustainable Futures PCS will be “at will” employees. The following is a sample of the signature page from the Sustainable Futures PCS Employee Handbook where employees will sign acknowledging receipt of the Handbook and their understanding of their “at-will” status.

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

I acknowledge that I have received my copy of the SUSTAINABLE FUTURES Employee Handbook, which outlines the policies, practices and employee benefits of SUSTAINABLE FUTURES. I understand that this edition of the Employee Handbook supersedes all previous verbal or written descriptions of SUSTAINABLE FUTURES’s personnel policies and procedures and employee benefits. The Employee Handbook is not a contract and nothing contained herein should be construed to create a contract of employment or a contract of any kind.

I understand that the Employee Handbook describes important information about SUSTAINABLE FUTURES. I agree to read the entire Handbook during my first three days of employment, or within three days of receiving it. I agree to abide by all the policies and procedures contained in the Handbook. If I have any questions about the Handbook or other personnel policy issues, I will consult with my manager or the appropriate School Leader.

I understand that this Employee Handbook refers to current benefit plans maintained by SUSTAINABLE FUTURES and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I understand and agree that, unless I have a written, individual employment contract with SUSTAINABLE FUTURES for a specific, fixed term of employment, I am employed “at-will.” I have entered into my employment voluntarily and acknowledge that I have no set term or duration of employment. Either SUSTAINABLE FUTURES or I may terminate my employment at any time, with or without cause or notice. I understand that while other personnel policies, procedures, and employee benefits may change from time to time at SUSTAINABLE FUTURES’s discretion, my at-will employment relationship can only be changed by a written employment contract signed by the Head of School or the Director of Finance and Operations after the date of this Acknowledgment.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions about the handbook, I ask my immediate Supervisor or designated School Leader.

Name: _____
Signature: _____
Date: _____

Pre-Opening Visit Checklist – Sustainable Futures Public Charter School

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

**Items should be uploaded into Epicenter*

Governance and Management

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The Board of Trustees has been established.	<ul style="list-style-type: none"> • Meeting minutes from the most recent board meeting* • BOT membership roster* 	
Leadership roles have been filled.	<ul style="list-style-type: none"> • Organizational Chart with names • Contracts, 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 Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or EL teachers.	<ul style="list-style-type: none"> • Staffing plan • Teacher roster 	
Employee roles and responsibilities have been clearly articulated.	<ul style="list-style-type: none"> • Staff position descriptions 	
Employment policies for full-time and part-time staff have been established and are available to teachers and other staff.	<ul style="list-style-type: none"> • Employee Handbook* • Copies of confirmations of receipt of the Employee Handbook (e.g., form from 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 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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 Acceptable 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 	
A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.	<ul style="list-style-type: none"> • School calendar—including 180 instructional days, holidays, PD days, inclement weather and emergency closure make-up days* • Class Schedules • Copy of parent/student/family 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 	

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

Students and Parents

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Parents and students will be provided with written information about the school including Discipline Plan (suspensions and expulsions).	<ul style="list-style-type: none"> • 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) 	
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 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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 Acceptable Documentation	Notes/ Verification
<p>Systems are in place to accurately collect and submit attendance and discipline data, and Compliance documents, including the following:</p> <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 ProActive, the school's Student Information System, and Epicenter 	
Arrangements have been made for food service.	<ul style="list-style-type: none"> • Food service contract • Record of Basic Business License (BBL) 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Provisions have been made for health services and immunization, if appropriate.	<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 	
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 Acceptable Documentation	Notes/ Verification
Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.	<ul style="list-style-type: none"> • Space meets the needs of the program and number of students to be served 	
Systems are in place for student drop-off and pick-up.	<ul style="list-style-type: none"> • Plans detailing times and locations for student drop-off and pick-up before school, during, and after school, are in place 	
Classroom furniture is available for instruction (or will be).	<ul style="list-style-type: none"> • School admin. confirms that classroom furnishings are appropriate for the school's educational model 	
Necessary equipment, including educational technologies, is installed and ready to operate.	<ul style="list-style-type: none"> • School admin. confirms that equipment is installed and 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 	

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

Overall Notes:

Attachment G

Random Selection Process

1. Policy Statement:

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

2. Background:

Sustainable Futures Public Charter School is located at 1500 Harvard Street NW, Washington, DC 20009. Sustainable Futures Public Charter School opened its doors as a public charter school on September 5, 2017. The charter for the school was awarded to a non-profit corporation governed by the Board of Trustees of Sustainable Futures Public Charter School. This Board has fiduciary responsibility for the school and is held accountable for its progress.

3. Overview:

This policy governs the protocol for student admissions at Sustainable Futures Public Charter School.

4. Policy Guidelines:

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

Open Enrollment

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

Admissions

Sustainable Futures Public Charter School will enroll any student of appropriate age that resides in the District of Columbia provided there is space available within the age group in question. As indicated earlier in the application, however, our specific target population is those students who are over-age and under-credited for their current grade level, students who currently reside in and are likely to age out of the foster care system, homeless youth, and youths who have been adjudicated and can thereby be considered disconnected. Should space become available mid-year, we will enroll any students who fit within our specified age ranges. Any open seats will first be offered to students on the waiting list. After all students on the waiting list have been offered the opportunity to enroll, other students will be able to do so on a first-come, first-served basis. All students may attend Sustainable Futures Public Charter School without bias regarding gender, ethnicity, national origin, sexual orientation, or any other basis prohibited by law.

Because Sustainable Futures Public Charter School is a mastery-based school, we will not classify students by grade level but will instead offer an ungraded high school environment. Sustainable Futures Public Charter School will serve students between the ages of 14 and 22. Students will be classified in age group bands. Sustainable Futures Public Charter School is open to all students between the ages of 14 and 22.

Every student registering at Sustainable Futures Public Charter School must complete the following forms to be considered for enrollment:

- Sustainable Futures Public Charter School Enrollment Form
- Release of Student Records
- DC Residency Verification Form
- Home Language Survey
- Free and Reduced Price Meals Family Application

New enrollees need to bring the following documentation to support the forms listed above:

- The student's original birth certificate; a religious, hospital, or physician's certificate showing date of birth; an entry in a family bible; an adoption record; an affidavit from a parent; a birth certificate; **or** previously verified school records.
- Proof of legal guardianship (where applicable).

- A copy of the Individualized Education Program or 504 Plan (if applicable—for purposes of complying with federal Child Find requirements only).
- A copy of the student’s records from the previous school (if available).
- Accurate contact information.
- The OSSE Residency Verification Form and Proof of Residency in the form of: a) at least **one** of the following: pay stub, unexpired official documentation of financial assistance from the Government of the District of Columbia, certified copy of Form D40, military housing orders, or an embassy letter; or b) at least **two** of the following: an unexpired DC motor vehicle registration, unexpired lease or rental agreement with proof of payment of rent, unexpired DC motor vehicle operator’s permit or official government issued non-driver identification, and/or utility bill (only gas, electric, and water bills are acceptable) with proof of payment of a bill.
- The student’s Universal Health Certificate.

Once a student has been officially enrolled as a student at Sustainable Futures Public Charter School, the student and his/her family will be asked to participate in a voluntary, confidential family orientation interview. The information gained during that interview will not be used to discriminate against the student in any way; it will only be used to identify any needed supports for both the student and the family.

Enrollment Deadlines

Below is the timeline for enrollment and acceptance into Sustainable Futures Public Charter School:

July-September:

- Enrollment Application Developed
- Marketing Strategy Finalized

October-November:

- Dissemination of Marketing Materials Begins

November-April:

- Enrollment Calendar
- Lottery Date Set
- Release Initial Application

April:

- Hold Lottery

May-June:

- Announcement of lottery results
- Applicants selected by lottery may register
- Remaining spaces opened to waitlisted students
- Waitlisted students may enroll with sibling preference

June-August

- Residency Verification

Random Selection and Wait List

Sustainable Futures Public Charter School will not participate in the Common Lottery. Although it will be open to all District of Columbia students, the school is particularly designed to serve disconnected youth, and therefore the school's marketing will be specifically targeted toward that population. Enrollment at Sustainable Futures Public Charter School will take place throughout the year.

By law, all DC charter schools must hold a lottery if the number of applications received exceeds the number of spaces available for each age band. Should Sustainable Futures Public Charter School receive more applications than spaces in any grade band, it will hold a lottery for each age band in April.

The lottery process entails using a random method to select applicant names. The lottery will be open to the public. Families will be welcome to attend the lottery, but attendance will not be required. All families who participate in the lottery will receive a letter notifying them of either the opportunity to enroll or their placement on a waiting list. Anyone whose numbers are drawn after all of the spaces in an age band have been filled will be placed on a waiting list. Students who are admitted through the lottery will be asked to accept or decline that spot by June. Students on the waiting list will be notified if space becomes available. Students who wish to enroll after the lottery has taken place will be accepted on a first-come, first-served basis if space is available within their age band or placed on the wait list on a random basis.

Attachment H

Insurance Requirements

Sustainable Futures PCS has secured a facility at All Souls Unitarian Church, located at 1500 Harvard Street, NW, Washington, DC, and is working with the Rust Insurance Agency to secure the necessary insurance as determined by the Board of Trustees. Sustainable Futures PCS will carry insurance for the following areas in the minimum stated amounts:

Type	Amounts
General Liability	\$1,000,000/occurrence & \$2,000,000 aggregate
Umbrella Coverage	\$3,000,000
Directors and Officers Liability	\$1,000,000
Educators' Legal Liability	\$1,000,000
Property Lease Insurance	\$500,000
Workers' Compensation	\$25,000 annual premium

Attachment I

Key Personnel Positions

Board Chair

Head of School

Director of Student Support

Director of Curriculum, Instruction, and Assessment

Director of Finance and Operations

Special Education Coordinator

Attachment J

Graduation Requirements

Sustainable Futures PCS will follow the OSSE credit flexibility rules in implementing a competency-based program. To complete the program at Sustainable Futures and graduate, all students must master the competencies and the standards required for successful completion of the courses as set forth in the table included below.

Students will also be required to complete a fourteen-week internship, successfully defend portfolios that demonstrate their mastery of the competencies applicable to the courses in which they are enrolled, and give evidence of their deep understanding of the material that is included in the capstone project they must complete as a part of their final requirements.

Because competency-based education is relatively new, many colleges and traditional high schools have not yet created mechanisms for evaluating the transcripts of students who graduate from competency-based programs. To facilitate students' acceptance and enrollment into traditional colleges or other high schools, we will use the translation document in **Attachment K**.

Courses	Competency-Based Units
<p>Humanities:</p> <p><i>The SFPCS Humanities Studio and Workshop Courses cover Humanities content such as Literature, US History, World History, Government, Civics, and the Media, Visual and Performing Arts, Research and Writing through the following different course titles:</i></p> <p>“Lost Societies” “Soul Food” “Lift Every Voice” “Inventing the Future” “The ReMix” HUM Workshops 100 - 500</p>	7
<p>STEM:</p> <p><i>SFPCS STEM Studio and Workshop Courses cover STEM content such as Environmental Science, Biology,</i></p>	6

<p><i>Chemistry, Health, Algebra 1 and 2, Physics, Probability, Statistics, Geometry, Technology, Design and Engineering, though the following different course titles:</i></p> <p> "From Living or Learning" "Systems-Systems" "The Tipping Point" "BEE 21 Entrepreneurship" "#TrendingTopics" STEM Workshops 100 - 500 </p>	
<p>Schoolwide Courses:</p> <p><i>Orientation Foundations Internship Capstone</i></p>	5
<p>Electives:</p> <p><i>Electives are taken within the following domains:</i></p> <p> Academic Competency Economic Stability Mental and Physical Health Social Connectedness Future Focused Paradigm </p>	6
<p>World Languages:</p> <p><i>Students are required to complete the equivalent of six trimesters or two years of a foreign language.</i></p>	6
<p>Total</p>	35

Attachment K

Credit Translation Crosswalk

Policy for Converting to/from Carnegie Units

Sustainable Futures Public Charter School (SF PCS) was founded with a belief that students are best served when allowed to pursue their education in a supportive environment that allows them to pursue their education at their own pace, and with the supports necessary to be successful. This belief then leads us from a conventional system that focuses on seat time (i.e., Carnegie Units) to one where student earn course credit when they demonstrate mastery. However, it is important to be able to convert Carnegie Units to/from our academic model, largely for cases where students may opt to transfer from SF PCS to another secondary school. This document establishes the policies that will be used to communicate traditional Carnegie unit academic skills and content for students who enter and exit SF PCS.

Relevance of Carnegie Units at Entry

Upon entry, students take the STAR assessment to determine their academic capabilities. However, while transcript(s) from previous schools will be analyzed to determine skill and content mastery for placement into the SF PCS academic program, students' capabilities, rather than Carnegie units earned, will determine placement. At the same time, transcripts will be retained and incorporated into students' transcripts, should they transfer to another school.

Conversion of Work at Sustainable Futures for Exiting Students

Unless specifically requested by a postsecondary institution or by an individual student, graduates will not be provided with a transcript in Carnegie Unit format, as that is not in line with either SF PCS graduation requirements or the school's mission.

For students who are not able to complete their academic program at SF PCS, the competencies and content mastered at the appropriate academic performance band will be translated into the equivalent Carnegie units using the following equivalency charts. Students will be eligible to earn equivalent Carnegie units upon the conclusion of the school year and not per trimester. This information will be communicated on their transcript which will be sent along with all other academic records.

Key Terms

- *Workshop Course.* Workshop Courses are offered daily and offer students the opportunity to build content-specific skills in either the Humanities or in Science, Technology, Engineering, and Math. Students are placed in Workshop courses corresponding with their academic performance level. Workshops are not time-bound, and a student can remain in a workshop indefinitely, depending on the student's progress with the skills of each competency at their current Academic Performance Band level. Incoming students may only enter 400- and 500-level Workshops by mastering 300-level courses.
- *Studio Course.* Studio Courses allow students to apply the skills learned in Workshop Courses in hands-on practical settings. Skills are developed through discipline-specific content over a single trimester, culminating with a project based assessment. Students may select any of the Studio Courses offered that are within their performance band. Students may take a studio more than once but can complete a different project and focus on different skills.
- *World Languages.* Learning in these areas will include authentic, hands-on work in year-long courses.
- *Electives.* Electives will be designed on a trimester basis, leveraging student agency and building on their interests and capabilities. The format will vary, depending on the topics and work.

HUMANITIES

SF PCS Workshop Course	SF PCS Studio Course(s) ¹	Equivalent Carnegie Unit & Traditional Content Covered through the combination of Workshop and Studio Courses	
		Content Covered	Carnegie Units Earned
100/200	"Lost Societies" "Soul Food" "Lift Every Voice"	N/A (work is remedial and not at the high school level)	
300	"Lost Societies" "Soul Food" "Lift Every Voice"	English 1	1
		English 2	1
		World History 1 & 2	1

¹ Studio Courses listed are for SY2017-18. Specific Studios may change from year-to-year.

		DC History	1
		Music	0.5
400	Inventing the Future	English 3	1
		US History	1
500	"The ReMix"	English 4	1
		US Government	1
		Art	0.5
Total			10

STEM

SF PCS Workshop Course	SF PCS Studio Course(s)	Equivalent Carnegie Unit Content Covered through the combination of Workshop and Studio Courses	
		Content Covered	Carnegie Units Earned
100/200	"From Living or Learning" "Systems-Systems" "The Tipping Point"	N/A (work is remedial and not at the high school level)	
300	"From Living or Learning" "Systems-Systems" "The Tipping Point"	Algebra 1	1
		Geometry	1
		Environmental Science	1
		Biology	1
		Health	0.5
400	BEE 21 Entrepreneurship	Algebra 2	1
		Chemistry	1
500	"#TrendingTopics"	Pre-Calculus	1
		Physics	1
Total			8.5

WORLD LANGUAGES & ELECTIVES

SF PCS Studio Course(s)	Equivalent Carnegie Unit Content Covered through the combination of Workshop and Studio Courses	
	Content Covered	Carnegie Units Earned
World Language 1	World Language 1	1
World Language 2	World Language 2	1
Electives	Electives	3.5
Total		5.5