

### **Charter Agreement Amendment Application**

SUBMITTED BY:Rael Nelson-James; Social Justice Public Charter Schools, Inc.SUBJECT:Charter Amendment Request for: (Mark all that apply)

- Enrollment Ceiling Increase
- □ Program Replication of Grades Served
- □ Grade Level Expansion (Single Grade)
- Grade Level Expansion (Grade Band)
- Goals and Achievement Expectations
- Mission or Education Philosophy
- $\hfill\square$  Curriculum, Standards or Assessments

Name Change – Campus or Facility SUBMISSION DATE: 6/30/19

- Campus Reconfiguration
- □ LEA Status for Special Education
- □ Special Education Enrollment Preference
- $\hfill\square$  Governance Structure
- (Bylaws, Articles of Incorporation or Management)
- □ Competency-Based Learning Application

#### SCHOOL BACKGROUND

Please address the following questions in their entirety. This information provides helpful background to the DC PCSB Board as it reviews these requests.

- 1. Provide the following information about your Local Education Agency (LEA) by campus:
  - a) Campus name(s) and location(s): Social Justice Public Charter Schools, Inc. (SJS)
  - b) Year opened: August 2020
  - c) Grade levels served (Currently and at maturation of charter agreement, if applicable): Grades 5-6 and at maturation through Grade 8.
  - d) Date that charter will be eligible for possible renewal: June 29, 2035

**Disclaimer:** While processing this application, DC PCSB staff may contact you later to request additional information for the Board's consideration. By submitting this application, you agree to cooperate with DC PCSB staff to ensure your application is processed in a timely manner. For questions, please contact DC PCSB staff person Melodi Sampson at (202) 330-4046.



### PROPOSAL

**Social Justice Public Charter Schools, Inc.** submits to the DC Public Charter School Board this application to amend its charter agreement by changing the item(s) selected above. If approved, this amendment will be effective on\_\_\_\_, 20\_\_\_\_. *(Leave blank if the effective date has not been determined).* 

# 1. Please provide details on the amendment request, including the school's rationale for the proposed changes. Describe any planning that is already underway to prepare for the proposed amendment.

Social Justice Public Charter Schools, Inc. (SJS) is excited to launch our first school this August. We intend to co-locate with Rocketship (DC3) and Appletree at a site located at 5450 3rd Street, NE. This location is conveniently located near the Fort Totten Metro in Ward 5. The site is still under construction and we anticipate a delivery date of July 21st.

SJS is pursuing this amendment as part of our contingency plan (as further described below) in the event construction delays caused by COVID-19 postpone SJS' ability to begin the school year at the permanent location in August as anticipated. To that end, we are requesting an amendment to temporarily permit the school to be located at 711 Edgewood NE, Washington, DC. The temporary space would only be necessary for a short term (less than 90 days). In accordance with our agreement with Rocketship, the temporary space would be provided to SJS at no cost, and our lease term would be for 30 days, with two 30 day options to extend.

2. List all the facilities and addresses the school currently operates, along with the new facility the LEA plans to operate. Include the campus located in each facility, highlighting any changes from what is currently written in the school's charter agreement.

SJS' permanent space will be located at 5450 Third St., NE (Opening August 2020, and is the subject of this temporary space location application.)

#### 3. Please check the reason below that best describes your proposed change.

- □ Entire campus or school is relocating from current location to a new location.
- □ A single campus is both staying in its current location AND expanding into a second location (e.g. some grades in one facility and some in a second facility to allow more space, or until a permanent larger facility is found).
- □ School is creating a new campus being housed in a new facility



Contingency space for temporary occupancy as a result of delays caused by COVID-19

4. Is the proposed new facility a property you plan to purchase or lease? How many square feet is this space? Which grade level(s) will be at this location? If you have already purchased or leased the property, provide the dates the property was acquired.

In the event SJS needs to relocate, SJS will sub-lease the temporary space from Rocketship.

# 5. What is the occupancy maximum at the new location? If the maximum occupancy load for staff and students is less than the total number of staff and students who will occupy the facility at any point in the future, please explain how you will address this issue.

Maximum occupancy would be 400 students; however, the targeted enrollment across Rocketship and SJS will likely not exceed 250 students. 711 Edgewood is a temporary space and we do not anticipate being at this space for more than one month. Therefore, SJS does not need to utilize the entire space.

# 6. DC PCSB will review the school's Financial Audit Reviews (FAR) and current financials to determine the fiscal health of the organization. If applicable, describe how the proposed amendment will impact the school's finances. Explain any anticipated expenses for the proposed changes and how the school will finance them.

SJS does not anticipate that the proposed amendment will have any negative impact on the school's finances as further explained below.

## 7. In addition to providing a <u>5-year Operating Budget</u>, answer the following questions regarding the financial impact of the proposed new location:

## a. How much does the proposed new facility cost, and how many students will be served at the new site?

The monthly cost of the facility is only \$50,000, materially less than the per-pupil allowance provided by the District. Rocketship will cover all costs associated with the rental of the temporary space and SJS intends on serving its targeted enrollment of 65 students at the new site.

## b. What is the school's per-pupil cost, and how does this compare with its per-pupil allowance?

Rocketship will cover all costs associated with the rental of the



temporary space and SJS will not use any of its per-pupil allowance for this temporary rental.

# c. If you plan to operate multiple facilities, in addition to the proposed new location, what is the LEA's total facilities cost (e.g. lease, plus mortgage)? How does this expense compare with your per-pupil allowance?

SJS will not be operating multiple facilities for this school. The lease expense for the permanent facility will not begin until the operator leaves the subject temp space.

# d. What additional sources of funding do you plan to use to pay for this new facility.

This location would not cost SJS any additional funds. The cost of this temporary facility would be paid for by Rocketship.

## e. If applicable, what contingencies do you have in place in case the new location enrolls fewer students than anticipated?

SJS has created contingency budgets for enrolling fewer students than present in its operating budget. The contingency budget ensures that SJS is able to offer its core programming and still remain economically viable at 41 students which is lower than its projected enrollment. In addition, SJS is confident that it will reach its enrollment target by October 5th 2020.

# 8. How has the school informed its external stakeholders (e.g., local ANC commissioners, neighbors) and internal stakeholders (e.g., staff, parents) of the proposed amendment? Please attach any written communication (e.g., meeting minutes). Describe any notable support for or opposition to the proposed amendment. How do you plan to address stakeholders' concerns?

SJS is taking the following actions to inform its key stakeholders of the proposed amendment:

#### **Students and Families:**

- Hold virtual community meetings to inform families of the situation and answer any questions they may have
- Facilitate one-on-one conversations (via phone and/or video



conferencing) with individual families to discuss the temporary situation and address their questions/concerns

• Feature this development in our electronic newsletter to families

#### **Teachers and Staff:**

• Hold virtual staff meeting to inform teachers and staff of the situation and answer any questions they may have

#### Community Stakeholders:

- We have already communicated that we intend to submit an application for a temporary change in location to Gordon Fletcher, ANC 5A08 Single Member District Commissioner, who presides over the ANC nearest to 5450 Third Street, NE. We informed him that if we needed to relocate, it would be for a period of less than 30 days.
- We have already communicated that we intend to submit an application for a temporary change in location to Nick Cheolas, ANC 5E01 Single Member District Commissioner. The temporary location is located within his Single Member District. We are slated to speak with Commissioner Patricia Williams this week.
- Given that this is an emergency plan, we will send emails to the other Commissioners in ANC 5E to notify them of our intent to submit an application for a temporary change in location. ANC 5E is the ANC that represents the neighborhood in which 711 Edgewood is located. We will inform the Commissioners that if we needed to relocate, it would be for a period of less than 30 days.
- Given that this is an emergency plan, we will send emails to the Commissioners in ANC 5A to notify them of our intent to submit an application for a temporary change in location. We will inform the Commissioners that if we needed to relocate, it would be for a period of less than 30 days.
- We will attend the upcoming ANC meetings of both the permanent and temporary locations to share this development with the communities.
- We will attend the upcoming civic association meetings of both the permanent and temporary locations to share this development with the communities.



# 9. When did your school's board approve the proposed amendment? Please attach minutes from the meeting and vote results.

SJS' Board of Trustees consented and adopted a resolution by written consent that was effective on June 26, 2020. The resolution authorizes and approves SJS to (i) if needed, relocate to the temporary school facility located at 711 Edgewood NE and (ii) enter into the proposed amendment. The resolution is attached.

# SOCIAL JUSTICE SCHOOL

Dear SJS Families:

I hope you all are remaining safe and sane through this history-making summer! Speaking of making history, I hope by now you have received the exciting news that the DC Public Charter School Board granted Full Approval of the Social Justice School's charter this past Monday! We are so excited that your family will be a part of our community's founding story.

As we make our final preparations to open the Social Justice School in August, I have a few updates to share that relate to this COVID19-impacted environment we are all navigating. We know that COVID 19 cases are spiking throughout the country, which could have an impact on DC communities. City officials have been constantly monitoring the situation and are discussing on a weekly basis what the return to school should look like. We will pay close attention to the guidance of health officials and city leadership, and of course, the well-being of our families will remain our number one priority when we make our decisions.

As we have previously mentioned, we are planning for the options of 100% classroom attendance, 100% virtual learning or a combination of the two options. Parent input will be important as we get closer to a final decision on that matter.

As for our building preparations, we are still on track to have our new building completed in plenty of time for us to move in and welcome our crew on the first day of school. That plan however, is contingent upon our construction continuing without interruption; if there are troubling spikes in COVID-19 cases in DC that delay the completion of the building, we want you to know that we have a plan for that too!

In the event that our school's construction must be paused this summer, we are happy to share that we have an alternative location that is move-in ready. This possible, temporary location is located at 711 Edgewood Terrace in NE. It is a short walk from the Brookland Metro - just one stop from the Ft. Totten Station where our permanent location is located. In the best case scenario, we will not need to use the temporary option, but we want you to know that we are covering all of our bases.

We are co-creating a revolutionary, anti-racist, social justice middle school with and for DC families. An important part of that commitment includes keeping open lines of communication and maintaining transparency within our community. Please feel free to reach out by replying to this email if you have thoughts or questions about the start of school.

If ever there was a time for a social justice school, now is that time. Thank you again, for joining us on this important journey.

# SOCIAL JUSTICE SCHOOL

In solidarity,

Myron Long Founder and Executive Director



Myron Long <myron@thesocialjusticeschool.org>

#### A Sincere Thanks

**Myron Long** <myron@thesocialjusticeschool.org> M To: "Fletcher, Gordon-Andrew (SMD 5A08)" <5A08@anc.dc.gov>, Gordon-Andrew Fletcher <gordonandrewfletcherforanc5a08@gmail.com>, Gordon Fletcher <gafletcher2@gmail.com>

Mon, Jun 29, 2020 at 12:24 PM

Hi Gordon,

Thank you so much for taking the time to chat with me on Sunday about SJS's contingency plan in the event that our space isn't ready by 7/20. Thanks for connecting us with the Commissioners from ANC5E.

Talk soon.

With hope,

**Myron Long** | *Founding Executive Director* **The Social Justice School** 

5450 Third Street, NE Washington DC, 20011

Website | Facebook | Instagram

SOCIAL JUSTICE SCHOOL

#### SOCIAL JUSTICE PUBLIC CHARTER SCHOOL, INC. ACTION BY WRITTEN CONSENT OF THE BOARD OF TRUSTEES

We, the undersigned, being all of the Board of Trustees of the Social Justice Public Charter School, Inc., a District of Columbia non-profit corporation ("**SJS**"), do hereby consent to and adopt the following resolutions by written consent, effective as of June 26, 2020:

**WHEREAS**, SJS intends to establish the Social Justice Public Charter School (the "**Charter School**") in accordance with the Charter School Agreement anticipated to be effective as of July 1, 2020 (the "**Charter Agreement**");

**WHEREAS**, the Charter School is to be located at a permanent site to be constructed at 5450 3<sup>rd</sup> Street, N.E., Washington, DC upon the terms and conditions set forth in that certain License Agreement, dated February 3, 2020, by and between Rocketship Education D.C., Public Charter School, Inc. a District of Columbia non-profit corporation, as licensor, and SJS, as licensee (the **"Permanent School Facility"**);

**WHEREAS**, in the event the Permanent School Facility does not receive its certificate of occupancy by July 21, 2020, SJS may temporarily relocate the Charter School to a facility located at 711 Edgewood N.E., Washington, DC (the "**Temporary School Facility**");

**WHEREAS**, in connection with the potential relocation to the Temporary School Facility, SJS must enter into various documents, which include but are not limited to, an amendment to the Charter Agreement (collectively, the "**Temporary School Facility Documents**").

**NOW, THEREFORE, BE IT RESOLVED**, that Board of Trustees authorizes and approves (a) if needed, the relocation of the Charter School to the Temporary School Facility and (b) the execution of the Temporary School Facility Documents and any additional documents that may be required with respect to the Temporary School Facility.

**RESOLVED FURTHER**, that any one duly elected officer of the Board of Trustees and Myron Long, as Executive Director of SJS, are authorized and directed on behalf of SJS, to execute and deliver the Temporary School Facility Documents and any additional documents that may be required with respect to the Temporary School Facility, on behalf of SJS.

**RESOLVED FURTHER**, that the foregoing resolutions are in addition to, and do not limit and shall not be limited by, any resolutions heretofore or hereafter adopted by or on behalf of SJS for the conduct of the business necessary to enable the execution of any and all documents in connection with the Temporary School Facility and the Temporary School Facility Documents (together, the "**Resolved Matters**") and the foregoing resolutions shall continue in force until express written notice of their prospective rescission or modification as to future transactions that have not been undertaken or committed for has been received by the parties to the Resolved Matters.

**IN WITNESS WHEREOF**, the undersigned have executed this Action By Written Consent of the Board of Trustees effective as of the date first above written.

Verified by PDFfiller 06/28/2020

Rael Nelson-James (Board Chair)

Meena Nankani (Treasurer)

Samantha Abrams

Tiffany Clemmons

Derrick Johnson

Justin Jones

Lorraine Ramos

Maia Shanklin-Roberts

Aaron Stallworth

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