

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

TWO RIVERS PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL RENEWAL AGREEMENT

This CHARTER SCHOOL RENEWAL AGREEMENT (this “**Agreement**”) is effective as of July 1, 2019 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (“**DC PCSB**”) and TWO RIVERS PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the “**School Corporation**”).

RECITALS

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

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

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

WHEREAS, DC PCSB granted a charter to the Board of Trustees of Two Rivers Public Charter School (“**Board of Trustees**”) for the establishment of a public charter school, effective on May 17, 2004;

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

WHEREAS, the School Corporation submitted an application for charter renewal in accordance with § 38-1802.12 of the Act (“**Application**”) on October 3, 2018;

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

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

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

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

SECTION 1. CONTINUED OPERATION OF SCHOOL

1.1 [Charter.](#)

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

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

(i) The School Corporation’s statement regarding the mission and goals of the School and the manner in which the School will conduct any district-wide assessments [Sections 2.1 and 2.3 below];

(ii) 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 material changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall provide DC PCSB a written request for approval for any proposed material changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

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

SECTION 2. EDUCATIONAL PROGRAM

2.1 [Mission Statement](#).

A. The School Corporation shall operate the School in accordance with its mission statement: To nurture a diverse group of students to become lifelong, active participants in their own education, develop a sense of self and community, and become responsible and compassionate members of society.

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

2.2 [Age-Grade](#).

A. Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year of renewal, the School shall provide instruction to students in grades prekindergarten-3 (“PK3”) through eight. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with **Schedule I** below. “**Academic Year**” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School may provide instruction to students in grades PK3 through eight and serve 1,296 total students.

SCHEDULE I. Maximum Enrollment Schedule

	2019-20 and Beyond
LEA TOTAL	1,296

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

2.3 [Goals and Academic Achievement Expectations](#)

A. The School Corporation has selected as its measure of academic achievement expectations for its PK3 through eighth grade programming

the indicators listed in the corresponding Performance Management Framework(s) (“**PMF(s)**”).

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

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

B. Standard for charter review and renewal. The School Corporation’s five-year charter review will occur in school year 2023-24 (no later than its 20th year of operation), its ten-year charter review will occur in school year 2028-29 (no later than its 25th year of operation), and its fifteen-year charter renewal will occur in school year 2033-34 (no later than its 30th year of operation). The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

Fifth-Year Charter Review: At its fifth-year charter review, obtains an average PMF score for school years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 equal to or exceeding 50%.

Tenth-Year Charter Review: At its tenth-year charter review, obtains an

average PMF score for school years 2023-24, 2024-25, 2025-26, 2026-27, and 2027-28 equal to or exceeding 50%.

Charter Renewal: At its fifteen-year charter renewal, obtains an average PMF score for school years 2028-29, 2029-30, 2030-31, 2031-32, and 2032-33 equal to or exceeding 50%.

Improvement Provision: In cases where a campus has not achieved the above thresholds, the DC PCSB Board may, at its discretion, determine that a campus has met its goals and academic achievement expectations if it has demonstrated consistent improvement on overall PMF scores over the course of the most recent five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of untiered measures.

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.

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

Guide for the corresponding year, it will be displayed on the School's Score Card(s) as an un-tiered measure in that year. If the School Corporation fails to administer the previously certified early childhood assessment(s) for the purposes of the PMF for the corresponding year or fails to certify any such assessments, it will receive a score of zero on the corresponding measures on the School's Score Card(s) for that year.

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

2.5 [Students with Disabilities](#).

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

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

SECTION 3. ADMINISTRATION AND OPERATION

3.1 [Location](#).

A. The School shall be located at 1227 4th Street NE, Washington, DC 20002, 1234 4th Street NE, Washington, DC 20002, and at 820 26th Street NE, Washington, DC 20002 (collectively, the "**School Property**").

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

shall approve or deny the request within ninety days of the date of its submission.

C. The School Corporation must submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act in order to operate at a location other than the School Property. DC PCSB shall approve or deny the request within 90 days of the date of its submission. If DC PCSB fails to approve or deny the request within 90 days of submission, it shall be deemed approved. Such a request shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition or subsequent amendment, and must be submitted to DC PCSB at least three months prior to the intended relocation. DC PCSB reserves the right to delay or prohibit the School's opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in **Attachment F**, which should be completed at least one month prior to the first day of the School's operation at the new School Property. A copy of the information submitted to DC PCSB pursuant to Attachment F shall be kept on file at the School.

3.2 [Enrollment.](#)

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

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

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 review for compliance with applicable law 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 additional review for compliance with applicable law prior to the adoption of any material changes to its Discipline Policies that are to take effect before the next Annual Compliance Reporting.

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

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

3.5 [Operational Control.](#)

A. Pursuant to § 38-1802.04(c)(3) of the Act, the School Corporation shall exercise exclusive control over its expenditures, administration,

personnel, and instructional methods subject to limitations imposed in § 38-1802.04 of the Act.

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

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

3.6 [Accreditation.](#)

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

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

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

SECTION 4. GOVERNANCE

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

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

4.3 [Governance](#).

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

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

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

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

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

5.1 [Financial Management](#). The School Corporation shall operate in accordance with Generally Accepted Accounting Principles ("**GAAP**") and other generally accepted standards of fiscal management and sound

business practices to permit preparation of the audited financial statements required in § 38-1802.04(c)(11) of the Act. The School Corporation's accounting methods shall comply in all instances with any applicable governmental accounting requirements.

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

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

5.4 [Contracts](#).

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

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

C. If a procurement contract to be awarded by the School Corporation is a conflicting interest contract, the School Corporation will

award that contract pursuant to DC PCSB's *Procurement Contract Submission and Conflict of Interest Policy*, the School Corporation's conflict of interest policies and procedures, and applicable law.

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

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

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

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

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

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

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

(B) academic support services; or (C) temporary management services recommended by the eligible chartering authority to improve the performance of a public charter school.

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

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

5.7 [Enrollment and Attendance Records](#).

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

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

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

SECTION 6. PERSONNEL

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

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

SECTION 7. REPORTING REQUIREMENTS

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

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

7.3 [Interim Financial Reports](#). Pursuant to DC PCSB’s *Data and Document Submission Policy* and the Annual Compliance Reporting, the School Corporation shall prepare and submit to DC PCSB the Interim Financial Reports within thirty days after the end of each Interim Period starting with the Interim Period beginning July 1, 2019. **“Interim Period”** shall mean

quarterly, 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 or a key personnel as identified by position in **Attachment H** (but no later than the time the School Corporation announces such departure publicly) to DC PCSB identifying the person, the position such person is leaving, the date of such departure, and, solely in the event of the departure of the Board Chair or Head of School, 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](#). Upon reasonable notice, the School Corporation shall grant to DC PCSB, its officers, employees, or agents, access to the School Corporation's property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that DC PCSB may from time to time request, and produce copies of the same, and shall cooperate with DC PCSB, its officers, employees, or agents, including allowing site visits as DC PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with § 38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School and School Corporation.

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

8.7 [Administrative Fee](#). Pursuant to DC PCSB's *Administrative Fee Policy*, the School Corporation shall pay annually to DC PCSB the maximum amount permitted by the Act, or such lesser amount as established from time to time by DC PCSB, to cover the administrative responsibilities of DC PCSB.

Notwithstanding the foregoing, DC PCSB shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the fall allocation of its annual Academic Year funding from the government of the District of Columbia by such date, provided that the School Corporation pays DC PCSB such fee within five business days of the School Corporation's receipt of such funding.

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

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

9.2 [Charter Revocation](#).

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

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

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

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

9.4 [Probation and Corrective Action](#).

A. If DC PCSB proposes to revoke the Charter pursuant to § 38-1802.13(a) of the Act, DC PCSB may, as an alternative to charter revocation, place the School or any of the School's campuses on probation and require the School Corporation, in consultation with DC PCSB, to develop and implement a written corrective action plan ("**Corrective Plan**"). The Corrective

Plan shall include the reasons that the Charter is subject to revocation under § 38-1802.13(a), the terms and conditions of probation, and the results the School shall achieve to avoid charter revocation. Although DC PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require DC PCSB to place the School or any of its campuses on probation or develop a Corrective Plan.

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

9.5 [Mandatory Dissolution.](#)

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

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

SECTION 10. OTHER PROVISIONS

10.1 [Applicable Law.](#) This Agreement and the Charter and the rights and obligations of the parties hereunder shall be governed by, subject to,

construed under, and enforced in accordance with the laws of the District of Columbia, without regard to conflicts of laws principles.

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

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

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

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

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

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

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

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

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

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

If to DC PCSB:

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

Telephone: (202) 328-2660

If to the School Corporation:

Two Rivers PCS
1227 4th St. NE
Washington, DC 20002
Attention: Jessica Wodatch
Email: jwodatch@tworiverspcs.org
Telephone: (202) 546-4477

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.

TWO RIVERS PUBLIC CHARTER SCHOOL

DocuSigned by:
Clara Haskell Botstein

By: Clara Haskell Botstein

Title: Chair, Two Rivers Board of Trustees

Date: 6/17/2019

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Rick Cruz

By: Rick Cruz

Title: DC PCSB Board Chair

Date: 6/25/19

ATTACHMENTS

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

ATTACHMENT A

Rules and Policies for Governance and Operation of School Corporation

The Two Rivers Public Charter School 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: determining the mission and purpose of the school; ensuring effective organizational planning; monitoring the school's progress in meeting its programmatic goals and compliance with accountability measures; ensuring that the school complies with applicable laws and provisions of its charter; monitoring operations of the school; enhancing the school's public standing; and ensuring that the school is fiscally sound, in accordance with the School Reform Act. The Board is responsible for selecting, supporting, and evaluating the Executive Director. There is no management company engaged in the oversight of Two Rivers Public Charter School.

The Board of Trustees has adopted a conflict of interest policy, consistent with applicable law, to protect Two Rivers Public Charter School's interest when it is contemplating any transaction or arrangement which may benefit any trustee, former trustee, director, principal officer, or member of a committee with Board-delegated powers. Trustees, former trustees, directors, principal officers, and members of a committee with Board-delegated powers will be asked to sign the conflict of interest policy annually on which they disclose any actual or potential conflicts of interest. The Board or Board Committee to which the conflict is reported will review conflict of interest forms to determine whether or not a conflict exists and how to handle it. 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.

ATTACHMENT B

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



C E R T I F I C A T E

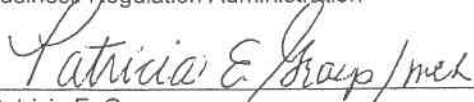
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this **CERTIFICATE OF AMENDMENT** is hereby issued to:

TWO RIVERS PUBLIC CHARTER SCHOOL INC.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **9th** day of **December**, **2003**.

David Clark
DIRECTOR

John T. Drann
Acting Administrator
Business Regulation Administration


Patricia E. Grays
Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
TWO RIVERS PUBLIC CHARTER SCHOOL INC.**

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

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is: Two Rivers Public Charter School Inc.

SECOND: The following amendment of the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act:

SIXTH: No part of the net earnings of the Corporation shall be distributed to or inure to the benefit of its Board of Directors, 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 of the Articles of Incorporation. No member of the Board of Directors shall receive compensation for services rendered in carrying out Board functions, but may be reimbursed for expenses incurred. 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, or (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 a charter granted by an eligible chartering authority.

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or corresponding section of any future

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federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

THIRD: The amendment was adopted in the following manner: The amendment was adopted at a meeting of the Board of Directors held on December 1, 2003, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

Date: December 8, 2003

TWO RIVERS PUBLIC CHARTER SCHOOL INC.

By: Rebecca Skinner
Rebecca Skinner
President

ATTEST: Michael Skinner
Michael Skinner
Secretary

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



C E R T I F I C A T E

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

TWO RIVERS PUBLIC CHARTER SCHOOL INC.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **4th** day of **April, 2003**.

David Clark
DIRECTOR

Elizabeth O. Kim
Administrator
Business Regulation Administration

A handwritten signature in black ink, appearing to read "Maxine M. Hinson".

Maxine M. Hinson
Act. Assistant Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

ARTICLES OF INCORPORATION
OF
TWO RIVERS PUBLIC CHARTER SCHOOL INC.

TO: DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS AND PROFESSIONAL LICENSING ADMINISTRATION
CORPORATIONS DIVISION
941 NORTH CAPITOL STREET, NE
WASHINGTON, DC 20002

We, the undersigned, being natural persons over the age of twenty-one ^{years} acting as incorporators of a corporation under the District of Columbia Non-Profit Corporation Act (D.C. Code, Title 29, Chapter 3) adopt the following Articles of Incorporation:

FIRST: The name of the corporation is Two Rivers Public Charter School ^{Inc.} (hereinafter referred to as the "Corporation").

SECOND: The period of the Corporation's duration is perpetual.

THIRD: The Corporation is organized and shall operate exclusively for the following lawful purposes: educational, charitable, scientific, literary, musical, social, athletic and promotion of the arts, including the operation of a public charter school, 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"). The Corporation shall have all powers granted to it by law to further its above stated purposes, including those expressly stated in its bylaws.

FOURTH: Persons of any race, religion and of either 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, proficiency in the English language, or academic achievement in administering its policies and programs.

FIFTH: The Corporation shall have no members.

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SIXTH: No part of the net earnings of the Corporation shall be distributed to or inure to the benefit of its Board of Directors, 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 of the Articles of Incorporation. No member of the Board of Directors shall receive compensation for services rendered in carrying out Board functions, but may be reimbursed for expenses incurred. 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, or (ii) by an organization contributions to which are deductible under Section 170 (e) (2) of the Code, or (iii) by an organization formed pursuant to a charter granted by an eligible chartering authority.

In the event of dissolution of the Corporation, none of its assets shall be distributed except to an organization qualifying as a tax exempt charitable, educational or scientific organization under applicable Federal revenue statutes.

SEVENTH: The Board of Directors of the Corporation is the Board of Trustees described in the Bylaws. A statement as to the manner in which Directors/Trustees shall be elected or selected shall be provided in the bylaws of the Corporation.

There shall be no less than five and no more than fifteen Directors of the Corporation. The number of Directors, their election or selection, and their terms shall be set forth in the bylaws and may be changed by amendment to the bylaws. A majority of the Directors shall be residents of the District of Columbia and at least two of the directors shall be parents or guardians of children attending Two Rivers Public Charter School. The election or selection of parent/guardian Directors shall be conducted on the earliest practicable date after classes at the school have commenced. One-third of the number of directors, as that number may be amended by the bylaws, shall constitute a quorum for conducting business. The Board of Directors may also include any number of ex-officio members who shall serve as elected or selected by the Board of Directors. The initial Board of Directors of the Corporation, who are to serve as directors until the first annual meeting or until their successors are elected and shall qualify, are

- | | |
|------------------------|--|
| Tracey Broderick-Sokol | 707 G Street SE, Washington, DC 20003 |
| Ziad Elias Demian | 135 13 th Street NE, Washington, DC 20002 |
| Norman Dong | 3624 Van Ness Street NW, Washington, DC 20008 |
| Manda M. Kelley | 315 Kentucky Ave. SE, #2, Washington, DC 20003 |
| Sarah Richardson | 622 Sixth Street NE, Washington, DC 20002 |
| Michael Skinner | 1212 Walter Street SE, Washington, DC 20003 |
| Rebecca Skinner | 1212 Walter Street SE, Washington, DC 20003 |

EIGHTH: The initial registered agent of the Corporation is Sarah Richardson, a resident of the District of Columbia. The initial registered office of the Corporation is c/o Sarah Richardson, 622 Sixth Street NE, Washington, DC 20002.


NINTH: Meetings of the Board of Directors may be held within or without the District of Columbia as the bylaws of the Corporation provide. The books for the Corporation may be kept (subject to any provision contained in the laws of the District of Columbia and the charter granted by the eligible chartering authority) outside the District of Columbia at such place as may be designated from time to time by the Board of Directors or in the bylaws of the Corporation.

TENTH: The Corporation reserves the right to amend, alter, change 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, directors and members herein are granted subject to this reservation.

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

Tracey Broderick-Sokol	707 G Street SE, Washington, DC 20003
Sarah Richardson	622 Sixth Street NE, Washington, DC 20002
Rebecca Skinner	1212 Walter Street SE, Washington, DC 20003

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation on the 4th day of April, 2003.


 _____ (SEAL)
 Tracey Broderick-Sokol


 _____ (SEAL)
 Sarah Richardson


 _____ (SEAL)
 Rebecca Skinner

CITY OF WASHINGTON)

ss.

DISTRICT OF COLUMBIA)

I, M.R. Burgess, a Notary Public in and for the District of Columbia hereby certify that on the 4th day of April, 2003, Tracey Broderick-Sokol, Sarah Richardson, and Rebecca Skinner personally appeared before me and signed the foregoing document as incorporators and have averred that the statements therein contained are true.

WITNESS hand and notarial seal this 4th day of April, 2003

M.R. Burgess
Notary Public

M. R. Burgess
Notary Public, District of Columbia
My Commission Expires Mar. 14, 2004

My commission expires:

CONSENT TO SERVE AS REGISTERED AGENT
FOR THE
TWO RIVERS PUBLIC CHARTER SCHOOL, INC.

TO:

The Superintendent of Corporations
Department of Consumer and Regulatory Affairs
Business and Professional Licensing Administration, Corporations Division
941 North Capitol Street, NE
Washington, DC 20003

I, Sarah Richardson, a natural person over the age of twenty-one and residing in the District of Columbia, give my consent to serve as the registered agent pursuant to D.C. Code Title 29 and Title 41, of the District of Columbia Non-Profit Corporation to be known as the Two Rivers Public Charter School, Inc.



(SEAL)

Sarah Richardson
622 Sixth Street NE
Washington, DC 20002

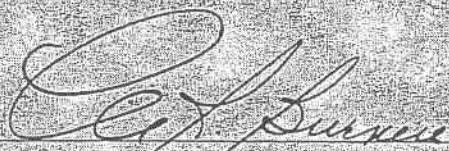
CITY OF WASHINGTON)

) ss.

DISTRICT OF COLUMBIA)

I, M. R. Buiness, a Notary Public in and for the District of Columbia, hereby certify that on the 4th day of April, 2003, Sarah Richardson personally appeared before me and signed the foregoing document as her consent to serve as a registered agent and has averred that the statements therein contained are true.

WITNESS hand and notarial seal this 4th day of April, 2003.



Notary Public

M. R. Buiness
Notary Public, District of Columbia
My Commission Expires Mar. 14, 2004

My commission expires.

THIRD AMENDED AND RESTATED BYLAWS OF
TWO RIVERS PUBLIC CHARTER SCHOOL INC.
(formed under the District of Columbia Nonprofit Corporation Act)

ARTICLE I

Offices

Section 1.01 Location. The principal office of the Two Rivers Public Charter School Inc. (the "Corporation") shall be located within or without the District of Columbia, at such place as the Board of Trustees shall from time to time designate. The Corporation may maintain additional offices at such other places as the Board of Trustees may designate. The Corporation shall continuously maintain within the District of Columbia a registered office at such place as may be designated by the Board of Trustees.

ARTICLE II

Purposes

Section 2.01 Purposes. The Corporation shall be a nonprofit organization qualifying under section 501(c)(3) of the Internal Revenue Code, as now in effect or as may hereafter be amended. The purpose for which the Corporation is formed shall be as set forth in the Articles of Incorporation of the Corporation. The Corporation shall be operated in a manner consistent with the Charter granted to the Corporation pursuant to DC Code §31-2801 of the District of Columbia Statutes ("DC Code").

ARTICLE III

Members

Section 3.01 Classes of 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 of Trustees.

ARTICLE IV

Board of Trustees

Section 4.01 Power of the Board. The business and affairs of the Corporation shall be conducted under the direction of, and the control and disposal of the corporation's properties and funds shall be vested in the Board of Trustees, except as otherwise provided in the District of Columbia's Nonprofit Corporation Act, the Corporation's Articles of Incorporation, or these bylaws.

Section 4.02 Number and Composition. The number of trustees of the Corporation shall be nine or such other odd number as the Board of Trustees shall determine, provided, however, that the number of trustees shall not be less than five nor more than fifteen. At least a majority of the trustees shall be residents of the District of Columbia and at least two trustees shall be parents or guardians of students enrolled in the Two Rivers Public Charter School (the "School"). Eligible trustees also include: a teacher or staff member who is employed at the school or person who meets the election or selection criteria.

Section 4.03 Election and Term of Trustees. The Board shall consist of three classes of trustees: Class I, Class II, and Class III, in order to have staggered terms. If a trustee is elected at the annual meeting, then

his or her term shall expire three years from the date of election. If a trustee is elected at a meeting other than the annual meeting, and he or she is not replacing a trustee, his or her term will end two years after the next annual meeting following his or her election. In order to ensure the trustees are divided equally between the classes, the class designation of trustees or their terms can be altered by a resolution passed by a majority of the trustees.

No trustee shall serve more than two successive terms of three years each. However, a previous trustee can return after an absence of two years for the maximum of two additional terms of three years each.

Section 4.04 Trustee Attendance. If a trustee fails to attend a minimum of six meetings per year, he or she will be deemed to have resigned and the position declared vacant. At the discretion of the President, imposition of this rule may be waived due to extenuating circumstances.

Section 4.05 Vacancies. Any trustee may resign at any time by giving written notice to the Board President or Secretary. Such resignation shall take effect at the time specified therein, and if not specified therein, it shall take effect upon receipt, and the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Trustees for any reason may be filled by the affirmative vote of a majority of directors even if less than a quorum is present. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor. If elected to a partial term, a trustee's service during that partial term shall count as part of the consecutive years sequence.

Section 4.06 Removal of Trustees. A trustee may be removed with or without cause at any time upon the vote of two-thirds of the Board.

Section 4.07 Quorum of Trustees and Action by the Board. Unless a greater proportion is required by law, a majority of the number of trustees shall constitute a quorum for the transaction of business. Except as otherwise provided by law or by the Articles of Incorporation or these Bylaws, the act of a majority of the trustees present at a meeting at which a quorum is present shall be the act of the Board.

Section 4.08 Meetings of the Board. A regular annual meeting of the Board shall be held promptly at the time and place, determined by the Board, for the purpose of electing officers, and for the transaction of such other business as may come before the meeting. There shall be no less than six regular meetings, including any annual meeting of the Board of Trustees in each fiscal year, and the Board of Trustees shall provide by resolution the time and place for the holding of such additional regular meetings. Special meetings of the Board may be called at any time by the President or a majority of the whole Board. A trustee's attendance at any meeting shall constitute waiver of notice of such meeting, excepting such attendance at a meeting by the trustee for the purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

Upon the majority vote of the directors present, the Board of Trustees may enter into executive session during a meeting to discuss matters that require confidentiality. Minutes should state that the Trustees voted to go into executive session and the reason for doing so. If the executive session results in any

official action, such action shall be recorded in the minutes of the meeting during which the executive session was held.

Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Trustees need be specified in the notice or waiver of such meeting.

Section 4.09 Informal Action by Trustees; Meetings by Conference Telephone.

(a) Any action required or permitted to be taken at a meeting of the Trustees or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken or to be taken, is signed by all of the trustees or committee members entitled to vote upon such action. Such consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the Trustees or committee members.

(b) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any or all trustees may participate in a meeting of the Board or a committee of the Board by means of conference telephone or by any means of communications by which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at the meeting.

Section 4.10 Compensation of Trustees. The Corporation shall not pay any compensation to trustees for services rendered to the Corporation as trustees, except that trustees may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts, as approved by a majority of the entire Board with advance notice. This provision shall not preclude trustees who are serving as officers or part- or full-time employees of the Corporation from receiving compensation for their services rendered as officers and/or employees.

ARTICLE V
Committees, Advisory Board

Section 5.01 Committees; Authority. The Board of Trustees, by resolution adopted by a majority of the trustees in office, may designate and appoint one or more committees consisting of at least two trustees. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual trustee of any responsibility imposed upon it or him or her by law.

Committee members cannot: (1) Authorize distributions; (2) Fill vacancies on the board of trustees or committees of the board; (3) Adopt, amend, or repeal bylaws; and/or (4) Relieve trustees of their liability.

Section 5.02 Advisory Board. The Board of Trustees, by resolution adopted by a majority of the trustees in office may designate one or more advisory boards, which shall include individuals who are not trustees and may include one or more trustees as liaisons with the Board of Trustees. The advisory board shall serve in an advisory function only.

ARTICLE VI

Officers, Agents and Employees

Section 6.01 Officers. The Board of Trustees shall elect or appoint a President, Vice President, Executive Director, a Secretary, and a Treasurer, and it may, if it so determines, elect or appoint one or more other officers and assistant officers as may be deemed necessary. If the Board of Trustees so determines, the officers of the Corporation may be designated by such other titles as may be provided in the Articles of Incorporation or these Bylaws. Any two or more offices may be held by the same person except the offices of President, Secretary, Treasurer and Executive Director.

Section 6.02 Term of Office and Removal. Each officer, except the Executive Director, shall hold office for the term not exceeding one year for which he or she is elected or appointed and until his or her successor has been elected or appointed and qualified. Unless otherwise provided by resolution of the Board of Trustees, all officers, except the Executive Director, shall be elected or appointed by two-thirds vote at the annual meeting of the Board. Any officer may be removed by the Board of Trustees whenever in its judgment the best interest of the Corporation will be served thereby; provided, however, that removal of an officer shall be without prejudice to his or her contract rights, if any, and the election or appointment of an officer shall not of itself create contract rights.

Section 6.03 Powers and Duties of Officers. Subject to the control of the Board of Trustees, all officers as between themselves and the Corporation shall have such authority and perform such duties in the management of the property and affairs of the Corporation as may be provided in these Bylaws or by resolution of the Board and, to the extent not so provided, as generally pertain to their respective offices.

(a) President. The President of the Board of Trustees shall preside at all regular and special meetings of the Board of Trustees and shall generally perform all other duties incident to the office, required by the Bylaws or from time to time assigned to him or her by the Board of Trustees.

(b) Vice President. If one is elected by the Board of Trustees from among those who are members of the Board of Trustees, the Vice President shall assist the President, as requested, in the performance of his or her duties and shall have such other functions as these Bylaws may provide or as the Board of Trustees or President may assign from time to time. In addition to the foregoing, the Vice President shall possess the powers and perform the duties incumbent upon the President during his or her absence or disability.

(c) Executive Director. The Board of Trustees shall appoint an Executive Director who, as chief operating officer under its supervision and direction, shall carry on the general affairs of the Corporation. The Executive Director shall be a member of the staff of the Corporation, and shall be a non-voting member of all committees except the Finance Committee. The Executive Director shall be appointed for a term to be determined by a majority of the Board of Trustees and his or her compensation and other terms of employment shall be set forth in a contract.

It shall be his or her duty to approve the expenditure of the monies appropriated by the Board of Trustees in accordance with the budget approved by the Board of Trustees. The Executive Director shall make periodic reports to the Board of Trustees concerning the programs of the Corporation. He or she

shall comply with all orders of the Board of Trustees. All agents and employees of the Corporation shall report, and be responsible to, the Executive Director. He or she shall perform such other duties as may be determined from time to time by the Board of Trustees.

(d) Secretary. The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Trustees, shall give or cause to be given all notices in accordance with these Bylaws or as required by law and, in general, shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Corporation, if any; and he or she shall have authority to affix the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Trustees may give general authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by his or her signature. The Secretary shall be responsible for maintaining and authenticating the records of the Corporation.

(e) Treasurer. The Treasurer shall have the custody of, and be responsible for, all funds and securities of the Corporation. He or she shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all monies and other valuable property of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Trustees may designate. Whenever required by the Board of Trustees, the Treasurer shall render a statement of accounts. He or she shall at all reasonable times exhibit the books and accounts to any officer or trustee of the Corporation, and shall perform all duties incident to the office of the Treasurer, subject to the supervision of the Board, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Trustees, give such bond or security for the faithful performance of his or her duties as the Board may require, for which he or she shall be reimbursed.

ARTICLE VII Corporate Transactions

Section 7.1 Contracts. The Board of Trustees may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined by specific instances.

Section 7.2 Indebtedness. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or agent of the corporation as from time to time may be determined by the Board of Trustees. In the absence of such determination of the Board, such instruments shall be signed by the treasurer of the corporation.

Section 7.3 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 shall select.

Section 7.4 Contributions. The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation, subject to the requirements of DC Code § 1702.05(b)(6).

ARTICLE VIII
Miscellaneous

Section 8.01 Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each calendar year.

Section 8.02 Corporate Seal. The Board of Trustees, by a majority vote, may adopt a corporate seal. In the event the Board of Trustees elects to create a corporate seal, the corporate seal shall be circular in form, shall have the name of the Corporation inscribed thereon and shall contain the words "Corporate Seal" and "District of Columbia" and the year the Corporation was formed in the center, or shall be in such form as may be approved from time to time by the Board of Trustees.

Section 8.03 Checks, Notes and Contracts. The Board of Trustees shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

Section 8.04 Books and Records to Be Kept. The Corporation shall keep at its principal registered office in the District of Columbia: (1) correct and complete books and records of account, (2) minutes of the proceedings of the Board of Trustees and any committee having any of the authority of the Board, (3) a record of the names and addresses of all members of the Board of Trustees, (4) copies of its application for recognition of tax-exempt status, (5) copies of letters granting exemption from taxation and (6) copies of the last three Internal Revenue Forms 990 which it filed with the Internal Revenue Service.

Section 8.05 Amendment of Articles and Bylaws. The Articles of Incorporation may be amended by a majority vote of the trustees in office pursuant to D.C. Code § 29-536. Bylaws of the Corporation may be adopted, amended or repealed by the Board of Trustees.

Section 8.06 Indemnification and Insurance. Unless otherwise prohibited by law, the Corporation shall indemnify any trustee or officer, any former trustee or officer, any person who may have served at its request as a trustee or officer of another corporation, whether for profit or not-for-profit, and may, by resolution of the Board of Trustees, indemnify any employee against any and all expenses and liabilities actually and necessarily incurred by him or her, imposed on him or her in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) to which he or she may be or is made a party by reason of being or having been such trustee, officer, or employee; subject to the limitation, however, that there shall be no indemnification in relation to matters as to which he or she shall be adjudged in such claim, action, suit or proceeding to be guilty of a criminal offense or liable to the Corporation for damages arising but of his or her own gross negligence or misconduct in the performance of a duty to the Corporation.

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, legal counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such trustee, officer, or employee. The Corporation may advance expenses

to, or where appropriate may itself, at its expense, undertake the defense of, any trustee, officer, or employee; provided, however, that such trustee, officer, or employee shall undertake to repay or to reimburse such expense if it should be ultimately determined that he or she is not entitled to indemnification under this Article VIII.

The provisions of this Article VIII shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof.

The indemnification provided by this Article VIII 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 and shall not restrict the power of the Corporation to make any indemnification permitted by law.

The Board of Trustees may authorize the purchase of insurance on behalf of any trustee, officer, employee, or other agent against any liability asserted against or incurred by him or her which arises out of such person's status as a trustee, officer, employee, or agent or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law.

If any part of this Article VII shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

Section 8.07 Dissolution. The Corporation will dissolve the charter if the charter: (1) has been revoked by the authorizing entity (DC PCSB); (2) has not been renewed by the authorizing entity; or (3) has voluntarily been relinquished by the Corporation.

In the event of dissolution of the Corporation, the Board of Trustees shall, after paying or making provisions for the payment of all of the liabilities of the corporation to the extent assets of the corporation permit, dispose of all the assets of the corporation exclusively for the purposes of the corporation, as the Board of Trustees shall determine, in such manner as required by section 501(c)(3) of the Internal Revenue Code (or corresponding provision of any future United States Internal Revenue law) and in accordance with the statutes of the District of Columbia, namely §38-1802.13a.

Section 8.08 Loans to Trustees and Officers. No loans shall be made by the Corporation to its trustees or officers.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Third Amended Bylaws of Two Rivers Public Charter School Inc., a District of Columbia nonprofit corporation as in effect on the date hereof.

Dated: June 6, 2019



Ali Khawar, Secretary

Two Rivers
Public Charter School Inc.

Resolution of Two Rivers Public Charter School to Amend Bylaws

WHEREAS, it is deemed to be in the best interest of Two Rivers Public Charter School Inc. ("Two Rivers") that the corporate bylaws be amended to incorporate changes required by the DC Public Charter School Board ("PCSB");

IT IS RESOLVED that the bylaws of Two Rivers shall be and are now amended to the *Third Amended and Restated Bylaws of Two Rivers Public Charter School Inc.*, attached hereto.

Adopted by a unanimous vote of the Board of Trustees of Two Rivers Public Charter School Inc. the 13th day of May, 2019.



Ali Khawar, Secretary

Attachment C

Procedures to Ensure Health and Safety of Students and Employees

Two Rivers Public Charter School ("Two Rivers PCS") is committed to ensuring the health and safety of students, families, staff, and visitors of the school. As required by the School Reform Act, Two Rivers PCS will fully comply with all applicable federal and District of Columbia health and safety laws and regulations and any applicable requirements of the Occupational Safety and Health Administration. Each year, Two Rivers PCS 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.

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

The school will maintain a health suite at the Two Rivers at Young campus that accommodates a nurse from the DC Department of Health. Two Rivers PCS will provide required and appropriate health and safety training to its staff, including at least two staff members certified in administering medication, and CPR and First Aid trainings. The school will be equipped with appropriate first aid kits and an Automated External Defibrillator (AED). 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.

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

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

Attachment D

Assurances to Maintain Accreditation

Two Rivers Public Charter School acknowledges its obligation to 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).

Attachment E

Relationship Between School and Employees

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

RECEIPT OF TWO RIVERS PCS EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT (EMPLOYEE COPY)

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE TWO RIVERS PCS STAFF HANDBOOK, ADOPTED August 13, 2018. I UNDERSTAND THAT I AM RESPONSIBLE FOR READING, UNDERSTANDING, AND ABIDING BY THE CONTENTS OF THESE POLICIES AND PROCEDURES. I FURTHER UNDERSTAND THAT ALL OF THE POLICIES AND PROCEDURES CONTAINED HEREIN ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF TWO RIVERS PCS'S EXECUTIVE DIRECTOR. I UNDERSTAND THESE POLICIES ARE NOT INTENDED TO BE ALL-INCLUSIVE. I FURTHER UNDERSTAND THAT NOTHING IN THESE POLICIES AND PROCEDURES CREATES A CONTRACT OF EMPLOYMENT, THAT I AM AN EMPLOYEE AT-WILL, AND THAT MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME, EITHER BY ME OR THE SCHOOL, WITH OR WITHOUT CAUSE. I RECOGNIZE THAT CHANGES IN THESE POLICIES WILL IN NO WAY ALTER THE "AT-WILL" NATURE OF MY EMPLOYMENT.

I UNDERSTAND AND ACKNOWLEDGE THAT ANY ACCRUED BUT UNUSED PAID TIME OFF WILL NOT BE PAID UPON TERMINATION OF EMPLOYMENT. I FURTHER ACKNOWLEDGE THAT I HAVE RECEIVED WRITTEN NOTICE OF MY RIGHT TO REQUEST A REASONABLE ACCOMMODATION UNDER THE PROTECTING PREGNANT WORKERS FAIRNESS ACT OF 2014.

I UNDERSTAND AND ACKNOWLEDGE THAT NOTHING IN THIS MANUAL OR IN ANY OTHER DOCUMENT OR POLICY IS INTENDED TO PROHIBIT ME FROM REPORTING CONCERNS, MAKING LAWFUL DISCLOSURES, OR COMMUNICATING WITH ANY GOVERNMENTAL AUTHORITY ABOUT CONDUCT I BELIEVE VIOLATES ANY LAWS OR REGULATIONS.

Printed Employee Name

Employee Signature

Date

Attachment F

Pre-Opening Visit Checklist (New Campus or Facility) – Two Rivers Public Charter School

Reviewer Name:

Review Date:

School Opening Date:

Location:

**Items should be uploaded into Epicenter*

Governance and Management

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

Staffing

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
The number of teachers and staff, including special education and/ or ELL teachers.	<ul style="list-style-type: none"> • 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 background checks for all staff have been completed (within the past two years)	<ul style="list-style-type: none"> • Background check clearances* 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
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 to 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— includes 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 or related services, or evidence that services have been contracted 	

Students and Parents

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

Operations

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
Arrangements have been made for food service.	<ul style="list-style-type: none"> • Food service contract • Record of Basic Business License (BBL) * 	
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) * 	

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 school hours, 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	<ul style="list-style-type: none"> • School admin. confirms that 	

Area of Review	Examples of Acceptable Documentation	Notes/ Verification
technologies, is installed and ready to operate.	equipment is installed and is ready (or will be ready) to operate by the first day of school	
A Certificate of Occupancy is on file at the school.	<ul style="list-style-type: none"> • Certificate of Occupancy on file at school with an occupancy load that is greater or equal to the number of students PLUS staff in the building* 	
Certificates of insurance are on file at the school and PCSB, meeting at least the minimum levels required by the 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

Insurance Requirements

Two Rivers Public Charter School will maintain the necessary insurance as determined by the Board of Trustees. Two Rivers Public Charter School will carry insurance for the following areas in the minimum stated amounts:

Type	Amounts
General Liability	\$1,000,000/occurrence & \$2,000,000 aggregate
Umbrella Coverage	\$5,000,000
Directors and Officers Liability	\$1,000,000
Educators' Legal Liability	\$1,000,000
Property Lease Insurance	A combined single limit of \$2,000,000 and general aggregate limit of \$5,000,000
Workers' Compensation	\$500,000 per accident
Boiler and Machinery Insurance	N/A
Auto Liability	Hired autos only, non-owned autos only for \$1,000,000
Computer/technology insurance	Replacement cost

Attachment H

Key Personnel Positions

Chair of the Board of Trustees

Executive Director

Chief Financial Officer

Chief Academic Officer