

Charter Agreement Amendment

THIRD AMENDMENT TO THE 2013 CHARTER SCHOOL RENEWAL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND SEED PUBLIC CHARTER SCHOOL OF WASHINGTON, D.C.

This Amendment (the “**Amendment**”) is entered into by and between SEED Public Charter School of Washington, DC, a District of Columbia nonprofit corporation (the “**School Corporation**”) and the DC Public Charter School Board (originally “PCSB,” hereinafter “**DC PCSB**” or the “**Charter Board**”; collectively, the “**Parties**”). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on September 4, 1998, wherein the School Corporation agreed, among other things, to operate a public charter school (the “**School**”) in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the “**Act**”);

WHEREAS, the Parties entered into a renewed contract effective July 1, 2013 (the “**Charter Agreement**”), wherein the School Corporation agreed, among other things, to continue operating the School in accordance with the Act;

WHEREAS, on September 19, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to amend its goals and academic achievement expectations; and

WHEREAS, on September 18, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to amend its goals and academic achievement expectations.

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

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 Section 2.2 of the Charter Agreement is struck and replaced with the following:

2.2 Age-Grade.

A. Pursuant to §38-1802.04(c)(14) of the Act the School shall provide instruction to students in ages/grades six through twelve in school year (“SY”) 2017-18, grades seven through twelve in SY 2018-19, grades eight through twelve in SY 2019-20, and grades nine through twelve in SY 2020-21 and beyond, substantially in accordance with **Schedule I** below. “Academic Year” or “school year” shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. By SY 2020-21, the School shall provide instruction to students in grades nine through twelve and serve 250 total students.

SCHEDULE I. Maximum Enrollment Schedule

Grade	SY 2017-18	SY 2018-19	SY 2019-20	SY 2020-21 and Beyond
6				
7				
8				
9				
10				
11				
12				
LEA Total	500	300	250	250

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

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

C. The School Corporation may apply to DC PCSB beginning in SY 2021-22 to re-open its middle school grade span, grades six through eight. The DC PCSB Board will consider the track record of the high school grade span, grades nine through twelve, the soundness of the proposed middle school plans, and the then-extant *Enrollment Ceiling Increase Policy* in determining whether to approve this application.

D. Nothing in this section shall prevent the School Corporation from continuing to provide educational services to currently enrolled students, as of December 2017, irrespective of the grade level served.

1.2. Section 2.3 of the Charter Agreement is struck and replaced with the following:

2.3 Goals and Academic Achievement Expectations.

A. The School Corporation has selected as its measure of academic achievement expectations for its sixth through twelfth grade programming the measures listed in the PK-8 and High School Performance Management Frameworks (“**PMFs**”).

(i) Changes to the PMFs implemented by DC PCSB after a public hearing and notice period for public comments, including changes 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 the PMFs 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).

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

B. Standard for charter review and renewal. The School Corporation’s twenty five-year charter review will occur in SY 2022-23, and the thirty-year charter renewal will occur in SY 2027-28. The School Corporation will be deemed to have met its goals and academic achievement expectations if:

Twenty Five-Year Charter Review: At its twenty five-year charter review in SY 2022-23, the high school program (grades nine through twelve) earns an average PMF score for SYs 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 equal to or exceeding 50%.

Thirty-Year Charter Renewal: At its thirty-year charter renewal in SY 2027-28, the high school program (grades nine through twelve) earns an average PMF score for SYs 2022-23, 2023-24, 2024-25, 2025-26, and 2026-27 equal to or exceeding 50%

Improvement Provision: In cases where the school has not achieved the above thresholds, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has demonstrated consistent improvement on overall PMF’s scores on each PMF over the five-year period.

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 and DC PCSB’s *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* 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, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

1.3. Section 3.2 of the Charter Agreement is struck and replaced with the following:

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 the D.C. Office of the State Superintendent of Education (“**OSSE**”). Beginning in January 2018, the School shall not enroll new students in grades six, seven, and eight. By SY 2020-21, the School shall enroll students in both grades nine and ten.

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in **Attachment G** and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation shall provide DC PCSB with a written request for approval for any material change to the random selection process at least thirty (30) days prior to the date of the proposed implementation and may consider any comments of DC PCSB, staff, and its agents in connection with the proposed changes. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

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

D. Notwithstanding the above, in any year that the School’s overall retention rate for high school, grades nine through twelve, is 90.0% or greater, it will receive an enrollment ceiling increase of 25 students, up to a maximum total enrollment of 300 students. For the purposes of this subsection, the retention rate will be calculated by comparing the previous year’s official October enrollment count roster for 9th, 10th, and 11th graders with the current year’s official October enrollment count roster for 10th, 11th, and 12th graders. The retention rate will include all students;

the exemptions that apply in determining retention per the *PMF Policy and Technical Guide* will not apply. The retention rate will be calculated in November of each year, with the enrollment ceiling increase effective for the following school year.

SECTION 2. CHARTER AGREEMENT

2.1 Reservation of Rights. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 Continuing Effectiveness. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

SECTION 3. OTHER PROVISIONS

3.1 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

3.2 Counterparts and Electronic Signature. This Amendment may be signed by the Parties 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 by either of the parties shall have the same effect as original signatures.

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

3.4 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

3.5 No Third-Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "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.

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

3.7 Construction. This Amendment 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.

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

3.9 Notices. Any notice or other communication 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 of address is delivered) 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
spears@dcpcsb.org
Telephone: (202) 328-2660


If to the School Corporation:

SEED Public Charter School
4300 C St SE
Washington, DC 20019
Attention: Mecha Inman
minman@seedschoold.org
Telephone: (202) 248-3019

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

**SEED PUBLIC CHARTER SCHOOL
OF WASHINGTON, DC**

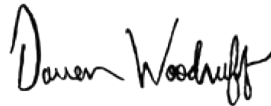
**DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD**

By: 

Vasco Fernandes

SEED PCS Board Chair

Date: 01/11/2018

By: 

Darren Woodruff, Ph.D

DC PCSB Board Chair

Date: 01/18/2018