

Attachment B

Charter Agreement Amendment

THIRD AMENDMENT TO CHARTER SCHOOL AGREEMENT BETWEEN DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD AND CREATIVE MINDS INTERNATIONAL PUBLIC CHARTER SCHOOL

This Amendment (the “**Amendment**”) is entered into by and between the D.C. Public Charter School Board (“**PCSB**” or the “**Charter Board**”) and Creative Minds International Public Charter School, a District of Columbia nonprofit corporation, (the “**School Corporation**”; collectively, the “**Parties**”). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract, executed on April 24, 2012, and effective July 1, 2012 (the “**Charter Agreement**”) 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.* (the “**Act**”).

WHEREAS, on January 22, 2014, PCSB voted to approve a petition from the School Corporation to increase its enrollment ceiling from 165 to 183.

WHEREAS, on December 3, 2014, the Parties executed an amendment to the Charter Agreement to change the School Corporation’s goals and academic achievement expectations.

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 PCSB agree to amend the Charter Agreement as follows:

1.2 Section 2.1 of the Charter Agreement is struck in its entirety and replaced with the following:

2.1 **Mission Statement.** The School Corporation’s mission statement is to offer early childhood, elementary, and middle school DC public school students a highly-engaging, rigorous international and inclusive education plan that provides them with the knowledge and skills required for successful participation in a global society through a project- and arts-based international curriculum to foster creativity, self-motivation, social and emotional development, and academic excellence.

1.3 Section 2.2 of the Charter Agreement is struck in its entirety and replaced with the following:

2.2 Age; Grade. The School shall instruct students in pre-kindergarten-three through eighth grade. The School shall not instruct students of any other grade without prior written consent of the Board.

1.4 Section 2.3(A) of the Charter Agreement is struck in its entirety and replaced with the following:

2.3 Enrollment. A. Enrollment in the School shall be open to any student in pre-kindergarten-three through eighth grade, as set forth in Section 2.2, who reside in the District of Columbia, in accordance with **Schedule I**. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by the Act. Subject to clause B below and in accordance with **Schedule I**, the School Corporation shall add two hundred and forty (240) students total over the next ten years by adding one grade per year beginning in the 2016-2017 academic year to reach a total enrollment of 653 students in the 2025-2026 academic year.

1.5 Section 2.3(B) of the Charter Agreement is struck in its entirety and replaced with the following:

B. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three (3) months before the effective date of the requested change date with: (i) evidence that (a) the School Property has sufficient capacity to accommodate the increased enrollment, and (b) the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase; (ii) a revised **Schedule I**; and (iii) such other items as PCSB may request.

1.6 **Schedule I** attached to the Charter Agreement is struck in its entirety and replaced with **Schedule I** attached hereto.

1.7 A new Section 1.4 is inserted after Section 1.3; it states:

1.4. Campuses. The School Corporation operates two campuses under the Charter: an early education and elementary campus and a middle school campus. "Campus" is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school or a combination of the above. These may be in the same facility or different facilities.

1.8 Section 6 is struck in its entirety and replaced with the following: A new

SECTION 6. CHARTER RENEWAL, REVOCATION, AND TERMINATION

6.1 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 PCSB in accordance with the Act, PCSB and the School Corporation shall (a) renew this Agreement with amendments satisfactory to PCSB and the School Corporation; or (b) enter into a substitute agreement satisfactory to PCSB and the School Corporation.

6.2 Charter Revocation.

A. Pursuant to §38-1802.13 of the Act, PCSB may revoke the Charter if 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, PCSB shall revoke the Charter if PCSB determines that the School (i) has engaged in a pattern of non-adherence 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, PCSB has the authority to propose either revocation of the School's charter or closure of any of its campuses pursuant to this Section 6.2.

6.3 Termination. This Agreement shall terminate upon Charter revocation or nonrenewal or relinquishment; or by mutual written agreement of the parties hereto.

6.4 Probation and Corrective Action.

A. If PCSB proposes to revoke the Charter pursuant to § 38-1802.13(a) of the Act or close one or more of the School Corporation's campuses, PCSB may, as an alternative to charter revocation or campus closure, place the School or any of the School's campuses on probation and require the School Corporation, in consultation with 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) of the Act, the terms and conditions of probation and the results the School shall achieve to avoid charter revocation or campus closure. Although PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require PCSB to place the School or any of their campuses on probation or develop a Corrective Plan.

B. If PCSB elects to place the School or one of its campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide PCSB a written request for approval five (5) business days prior to taking any of the following actions: (i) waiving any material default under, or material breach of, any School Management Contract; (b) 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; (c) 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 (d) 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.

6.5 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 PCSB; (ii) has not been renewed by 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 Section 9.2(C).

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

SECTION 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.

2.3 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.

2.4 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.

2.5 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.

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

2.7 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 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.

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

2.9 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.

2.10 Dispute Resolution. Neither 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 PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter Agreement pursuant to D.C. Code § 38-1802.13.

2.11 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 PCSB:

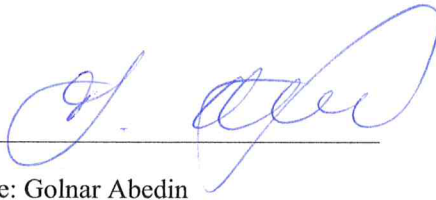
District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Creative Minds Public Charter School
3224 16th Street, NW
Washington, DC 20010
Attention: Golnar Abedin, Ph.D.
Email: golnar.abedin@creativeminds.org
Telephone: (202) 588-0370

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:

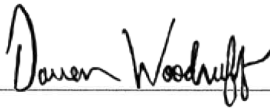

**CREATIVE MINDS PUBLIC CHARTER
SCHOOL**

By: 
Name: Golnar Abedin

Title: Founder/Head of School

Date: 5/28/15

**DISTRICT OF COLUMBIA PUBLIC
CHARTER SCHOOL BOARD**

By: 
 Darren Woodruff

PCSB Board Chair

Date: 5/28/2015

SCHEDULE I

Grade	Year 2014- 15	Year 2015- 16	Year 2016- 17	Year 2017- 18	Year 2018- 19	Year 2019- 20	Year 2020- 21	Year 2021- 22	Year 2022- 23	Year 2023- 24	Year 2024- 25	Year 2025- 26
Pre-School	34	51	51	51	51	51	51	51	51	51	51	51
Pre-K	34	34	51	51	51	51	51	51	51	51	51	51
Kinder- garten	34	34	34	51	51	51	51	51	51	51	51	51
Grade 1	34	34	34	34	51	51	51	51	51	51	51	51
Grade 2	17	34	34	34	34	51	51	51	51	51	51	51
Grade 3	14	17	34	34	34	34	51	51	51	51	51	51
Grade 4	14	17	17	34	34	34	34	51	51	51	51	51
Grade 5		17	17	17	34	34	34	34	51	51	51	51
Grade 6			17-20*	17-20	17-20	34-40	34-40	34-40	34-40	51-60	51-60	51-60
Grade 7				17-20	17-20	17-20	34-40	34-40	34-40	34-40	51-60	51-60
Grade 8					17-20	17-20	17-20	34-40	34-40	34-40	34-40	51-60
total students	181	238	289	340	391	425	459	493	510	527	544	561
<i>Satellite Program Students</i>			15	25	30	35	40	45	50	55	60	65
<i>Enroll- ment Ceiling</i>	181	238	304- 307	365- 371	421- 430	460- 472	499- 514	538- 556	560- 578	582- 603	604- 628	626- 653

Date: _____

PCSB Action: _____ Approved _____ Approved with Changes _____ Rejected

Changes to the Original Proposal: _____

