

## Charter Agreement Amendment

### FIRST AMENDMENT TO THE JUNE 5, 2014 CHARTER SCHOOL AGREEMENT BETWEEN DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD AND THE LEE MONTESSORI PUBLIC CHARTER SCHOOL

On June 5, 2014, the Lee Montessori Public Charter School, a District of Columbia nonprofit corporation (the “**School Corporation**”) and the D.C. Public Charter School Board (“**PCSB**” or “**Charter Board**”) executed a charter agreement (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.*, as amended (the “**Act**”) and the Charter Agreement. This agreement became effective July 1, 2014.

This First Amendment to the Charter Agreement is entered into by and between PCSB and the School Corporation (collectively, the Parties). It is effective as of the date it is fully executed.

In consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows.

#### SECTION 9. AMENDMENT

**9.1** The School Corporation and the Charter Board agree to amend Section 2.3 A of the Charter Agreement to state:

##### 2.3 Academic Achievement Expectations and Goals.

A. The School Corporation has selected as its academic achievement expectations the Early Childhood Performance Management Framework for its pre-kindergarten-3 through second grades, and the Elementary/Middle School Performance Management Frameworks for its third through eighth grades (each, a “PMF” and collectively, the “PMFs”).

(i) Accordingly, changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights, will automatically become part or all of the school’s academic achievement expectations. However, if the School Corporation elects not to accept any changes to the PMF other than those listed above, the School Corporation shall provide PCSB a petition for a charter amendment pursuant to D.C. Code § 38-1802.04(c)(10).

(ii) 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 PCSB and collectively across all campuses in the Charter using the

academic achievement expectations and goals outlined in this Section. (“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).

(iii) For the EC PMF and in accordance with PCSB’s EC PMF policy, the School Corporation shall use the assessments for the Progress and Achievement Indicators described in the chart below. The School Corporation shall meet the performance targets for each assessment as specified below.

Grade(s)	Subject	Indicator	Assessment	Performance Target
Pre-kindergarten through kindergarten	Literacy	Student Progress	Creative Curriculum – Teaching Strategies GOLD	The percent of prekindergarten through kindergarten students will meet or exceed the established threshold per the most current, board-approved Early Childhood Performance Management Technical Guide for the Teaching Strategies GOLD language/literacy assessment.
Pre-kindergarten through kindergarten	Mathematical Thinking	Student Progress	Creative Curriculum – Teaching Strategies GOLD	The percent of prekindergarten through kindergarten students will meet or exceed the established threshold per the most current, board-approved Early Childhood Performance Management Technical Guide for the Teaching Strategies GOLD math assessment.
Pre-kindergarten through kindergarten	Social Emotional Learning	Student Progress	Creative Curriculum – Teaching Strategies GOLD	The percent of prekindergarten through kindergarten students will meet or exceed the established threshold per the most current, board-approved Early Childhood Performance Management Technical Guide for the Teaching Strategies GOLD social emotional assessment.
Grades 1 and 2, Literacy	Literacy	Student Progress and Student Achievement	AIMSweb	The percent of students in grades one and two will meet or exceed the established threshold per the most current, board-approved Early Childhood Performance Management Technical Guide for the AIMSweb literacy assessment.
Grades 1 and 2, math	Mathematical Thinking	Student Progress and Student Achievement	AIMSweb	The percent of students in grades one and two will meet or exceed the established threshold per the most current, board-approved Early Childhood Performance Management Technical Guide for the AIMSweb math assessment.

## SECTION 10. CHARTER AGREEMENT

**10.1 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 provision(s) of the Charter Agreement other than the provision(s) specified in Section 1 of this Amendment.

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

## SECTION 11. OTHER PROVISIONS

**11.1 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.

**11.2 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.

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

**11.4 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 the Charter Agreement or any of its amendments. “**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.

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

**11.6 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.

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

**11.8 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 14<sup>th</sup> St., NW; Suite 210  
Washington, D.C. 20010  
Attention: Scott Pearson, Executive Director  
spearson@dcpsb.org  
Telephone: (202) 328-2660

If to the School Corporation:

Lee Montessori Public Charter School  
1638 R Street NW #300  
Washington, D.C. 20009  
Attention: Chris Pencikowski  
Email: chris@leemontessori.org  
Telephone: (202) 779-9740

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

**LEE MONTESSORI CHARTER SCHOOL**

**DISTRICT OF COLUMBIA PUBLIC  
CHARTER SCHOOL BOARD**

By: \_\_\_\_\_

Dominique Fortune

Chair, Board of Trustees

Date:

By: \_\_\_\_\_

John H. “Skip” McKoy

PCSB Board Chair

Date: