

ATTACHMENT I

SECOND AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND LEE MONTESSORI PUBLIC CHARTER SCHOOL

This Second Amendment (the “**Amendment**”) is entered into by and between Lee Montessori Public Charter School (“Lee Montessori PCS”), a District of Columbia nonprofit corporation (the “**School Corporation**”) and the DC Public Charter School Board (“**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 June 5, 2014 (the “**Charter Agreement**”), *effective July 1, 2014*, 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, on November 17, 2014, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to incorporate the specific assessments the School was using for accountability purposes. The School Corporation used 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.

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 2.3 is struck in its entirety and replaced with the following:

2.3 Goals and Academic Achievement Expectations.

A. Performance Management Framework. The School Corporation has selected as its measure of academic achievement expectations for its pre kindergarten-3 (“PK3”) through second grade programming the indicators listed in the Early Childhood/Elementary/Middle School Performance Management Framework (“**EC/ES/MS PMF**”).

(i) Accordingly, changes to any 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 will 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).

(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 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 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).

B. Early Childhood Measures. The full description of the EC/ES/MS PMF is contained in the associated technical guide. However, per the EC/ES/MS PMF, DC PCSB will use a teacher interaction score to assess prekindergarten (“PK”) instruction in schools with PK programs. This measure will be shown within the School Environment indicator on the EC/ES/MS PMF. The Classroom Assessment Scoring System (“CLASS”) observation tool will measure teacher-student interaction, and the table below describes each indicator of CLASS for which the school will be measured for its early childhood program. In addition, the school has chosen a number of assessments in literacy, math, and socio-emotional growth to be included in the PMF. Also in the table below is a description of each assessment for which the school will be measured for its early childhood program and whether each measure will be included in the School’s Tier. If a measure is not included in the School’s PMF scoring, it will be displayed on the PMF as an untiered measure.

Domain	Measure/Assessment	Counts in Scoring?
Pre-kindergarten Emotional Support	Classroom Assessment Scoring System (CLASS) (SY 2014-15 and beyond) Emotional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Classroom Organization	Classroom Assessment Scoring System (CLASS) (SY 2014-15 and beyond) Classroom Organization Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Instructional Support	Classroom Assessment Scoring System (CLASS) (SY 2014-15 and beyond) Instructional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Literacy Student Outcomes	Teaching Strategies GOLD (SY 2014-15 and beyond) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No

Pre-kindergarten Math Student Outcomes	Teaching Strategies GOLD (SY 2014-15 and beyond) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.		No
Pre-kindergarten Social Emotional Student Outcomes	Teaching Strategies GOLD (SY 2014-15 and beyond) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.		No
Kindergarten – Literacy Student Outcomes	Teaching Strategies GOLD (Growth - SY2014-15) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year. AIMSweb (Achievement - SY 2014-15 and SY2015-16) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Developmental Reading Assessment (SY 2016-17 and beyond) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
First and Second Grade Literacy Student Outcomes	AIMSweb (SY 2014-15 and 2015-16) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	NWEA MAP (SY 2016-17 and beyond) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No for SY 2014-15 and SY 2015-16; Yes for SY 2016-17 and 2017-18
Kindergarten – Math Student Outcomes	Teaching Strategies GOLD (Growth - SY2014-15) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year. AIMSweb (Achievement- SY 2014-15 and SY2015-16) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	NWEA MAP (SY 2016-17 and beyond) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No for SY 2014-15 and SY 2015-16; Yes for SY 2016-17 and 2017-18

First and Second Grade Math Student Outcomes	AIMSweb (SY 2014-15 and SY 2015-16) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	NWEA MAP (SY 2016-17 and beyond) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No for SY 2014-15 and SY 2015-16; Yes for SY 2016-17 and 2017-18
Kindergarten Social Emotional Student Outcomes	Teaching Strategies GOLD (SY 2014-15) as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No Assessment (SY 2015-16 and beyond)	No

C. Five-year EC/ES/MS PMF Scorecard. If the School Corporation does not have the requisite ten students per grade for SY 2016-17 and SY 2017-18 to report state assessment results and Median Growth Percentile (“MGP”) then the measures associated with the EC/ES/MS PMF indicators will be as follows:

	Year 1 2014-15	Year 2 2015-16	Year 3 2016-17	Year 4 2017-18
Grades Served	Prekindergarten-three through first	Prekindergarten-three through second	Prekindergarten-three through third	Prekindergarten-three through fourth
EC/ES/MS PMF Proposed Scoring Changes	No score or tier, Hold Harmless	Score based only on school environment measures. No tier will be awarded because student progress on early childhood assessments is not included in the score.	The EC/ES/MS PMF will score the school with the points awarded similarly to a prekindergarten through second grade school using kindergarten through third grade results on the NWEA MAP assessments for kindergarten through third grade math, and first through third grade literacy (since the school will use DRA for kindergarten	The EC/ES/MS PMF will include student achievement of third and fourth graders on the state assessment as part of the scorecard and include a kindergarten through third grade growth measure using NWEA MAP results for kindergarten through third grade math, and first through third grade literacy. DRA results for

			literacy). DRA results will be displayed but not factored into the school's score or tier. The school would receive a score out of 100 points for the EC/ES/MS PMF scorecard.	kindergarten literacy outcomes will be displayed but not factored into the school's score or tier.
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D. Standard for charter review and renewal. In order to be deemed as having met its goals and academic achievement expectations, the school must:

- At its five-year review in 2018-19, earn at least 40% of the possible PMF points in at least two of the most recent three years. For SY 2014-15 DC PCSB will not score or tier the EC/ES/MS or HS PMF for the 2014-15 PMF in accordance with the Hold Harmless Provision, and the school's performance on each measure will be displayed separately without percentages of total points. For SY 2016-17 and SY 2017-18 changes to EC/ES/MS PMF scorecards will not change the standard score that the school must achieve in order to meet its goals and achievement expectations.
- At its ten-year review in 2023-24, earn at least 50% of the possible PMF points in two of the most recent three years and earned at least 45% of the possible PMF points in any of the four of the previous five years.
- At its fifteen-year renewal in 2028-29, earn at least 55% of the possible PMF points in two of the previous three years and earned at least 45% of the points for four of the previous five years.

E. Improvement Provision: In cases where a school has not achieved the above threshold, 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 over the five-year period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

F. The School Corporation shall conduct district-wide assessments for its students and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

G. The School Corporation shall provide 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 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.

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 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.

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 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.

2.8 Waiver. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other 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 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 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 DC PCSB:

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

If to the School Corporation:

200 Douglas St NE, Washington, DC 20002
Attention: Chris Pencikowski
Email: chris@leemontessori.org
Phone: 202-779-9740

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:

**LEE MONTESSORI PUBLIC
CHARTER SCHOOL**

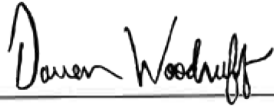
**DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD**

By: 

Dominique Fortune

Lee Montessori PCS Board Chair

Date: **April 21, 2016**

By: 

Darren Woodruff, Ph.D

DC PCSB Board Chair

Date: 04/26/2016