

Charter Agreement Amendment

THIRD AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD AND LEE MONTESSORI PUBLIC CHARTER SCHOOL

This Amendment (the “**Amendment**”) is entered into by and between Lee Montessori Public Charter School, a District of Columbia nonprofit corporation (the “**School Corporation**”) and the District of Columbia 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 June 5, 2014 (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**”).

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.

WHEREAS, on April 18, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change the assessments the School was using for accountability purposes.

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 3.1.A is struck in its entirety and replaced with the following:

3.1 Location. A. Effective as of School Year 2016-17, the School shall be located at 3015 4th Street, NE, Washington, D.C. 20017 (the “**School Property**”). The School will co-locate at this School Property with another public charter school. DC PCSB reserves the right to delay or prohibit the School’s opening until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one (1) month prior to the first day of the School’s first Academic Year. A copy of the information submitted to DC PCSB pursuant to Attachment F shall be kept on file at the School.

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 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, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

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
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Lee Montessori Public Charter School
3015 4th Street, NE
Washington, DC 20017
Attention: Chris Pencikowski
Head of School
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 evidenced by the signatures below:

**LEE MONTESSORI PUBLIC
CHARTER SCHOOL**

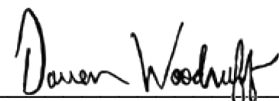
By: 

Dominique Fortune

Lee Montessori PCS Board Chair

Date: June 20, 2016

**DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD**

By: 

Darren Woodruff, Ph.D.

DC PCSB Board Chair

Date: June 21, 2016