

Charter Agreement Amendment

FOURTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC 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 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 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; and

WHEREAS, on May 16, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change the School's location.

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(A) of the Charter Agreement is struck and replaced with the following:

A. Pursuant to § 38-1802.04(c)(14) of the Act, in School Year 2018-19, the School shall provide instruction to students in grades PK3 through five. In School Year 2019-20, the School shall provide instruction in grades PK3 through six. In each of the succeeding Academic Years, the School may provide instruction to students 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. At capacity, the School shall provide instruction to students in grades PK3 through six and serve 697 total students.¹

¹ If the School is unable to open its second elementary school campus as planned in school year 2019-20, the School has until December 1, 2021, to 1) notify DC PCSB of its intent to open its second elementary

SCHEDULE I. Maximum Enrollment Schedule

School Year	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Total LEA Enrollment	211	332	395	476	521	582	612	646	674	687	696	697

1.2 Section 3.1(A) of the Charter Agreement is struck and replaced with the following:

A. In School Year 2018-19, the School shall be located at 3025 4th St NE, Washington, DC 20017. Beginning in School Year 2019-20, the School is authorized to operate a second elementary school campus at a location to be determined. Collectively, both campuses shall be referred to as the "**School Property.**" Prior to opening the second elementary school campus, the School Corporation shall submit a petition for a charter revision to DC PCSB to amend its charter to include the location of this campus. 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 month prior to the first day of the new campus'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.

1.3 Section 3.2(C) of the Charter Agreement is struck and replaced with the following:

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.

1.4 The Schedule I attached to the Charter Agreement is struck.

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

school campus in the following school year, and to 2) provide to DC PCSB evidence that demonstrates, to DC PCSB's satisfaction, that the School has secured the necessary school facility for such opening. Should the School fail to provide such notice and evidence by December 1, 2021, the School's maximum enrollment at capacity shall decrease from 697 students to 297 students, and its Schedule I shall revert to the Schedule I in effect as of December 16, 2018.

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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
spearson@dcpcsb.org
(202) 328-2660

If to the School Corporation:

Lee Montessori Public Charter School
3025 4th Street, NE
Washington, DC 20017
Attention: Chris Pencikowski, Head of School
chris@leemontessori.org
(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: 12/21/2018

By: 

Rick Cruz

DC PCSB Board Chair

Date: