

Charter Agreement Amendment

FIFTH 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**;" 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;

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; and

WHEREAS, on December 17, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to increase its enrollment ceiling.

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(B) is struck in its entirety and replaced with the following:

B. Teacher interaction score and additional measures. The full description of the PMF is contained in the associated Policy & Technical Guide ("PMF Guide"). Pursuant to the PMF Guide, DC PCSB will use a teacher interaction score to assess pre-kindergarten instruction in schools with pre-kindergarten programs. Additionally, the School Corporation shall annually select, administer, and report on literacy and math (and optional social-emotional) assessments for its students in pre-kindergarten through second grade, if applicable. The School Corporation shall only select early childhood

assessments for the purposes of the PMF that have been approved by DC PCSB in the PMF Guide for the corresponding year. The School Corporation will certify annually, in accordance with the schedule and process to be determined by DC PCSB, which early childhood assessments it will administer each year for the purposes of the PMF. If a measure is not included in the School Corporation's PMF scoring according to the PMF Guide for the corresponding year, it will be displayed on the School's Score Card(s) as an un-tiered measure in that year. If the School Corporation fails to administer the previously certified early childhood assessment(s) for the purposes of the PMF for the corresponding year or fails to certify any such assessments, it will receive a score of zero on the corresponding measures on the School's Score Card(s) for that year.

1.2 Section 3.1 is struck in its entirety and replaced with the following:

3.1 Location.

A. Beginning in SY 2019-20, the School Corporation shall operate a multi-campus school to include a new campus, Lee Montessori PCS - East End, and its existing campus, Lee Montessori PCS - Brookland (collectively, the "**School Property**"). Lee Montessori PCS - East End campus shall be located at 2501 Martin Luther King Jr. Avenue SE, Washington DC, 20020. Lee Montessori PCS - Brookland campus shall continue to operate at the School Corporation's existing location, 3025 4th Street NE, Washington, DC 20017.

B. The School Corporation shall operate a multi-campus school. The School Corporation may submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act to operate an additional campus. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition or subsequent amendment. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

C. The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation. Such a request for approval shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB reserves the right to delay or prohibit the School's opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in **Attachment F**, which should be completed at least one month prior to the first day of the School's operation at the new School Property. 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.

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
spears@dcpcsb.org
(202) 328-2660

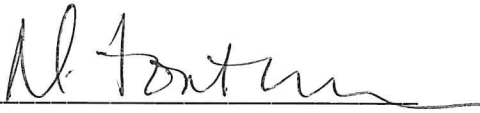
If to the School Corporation:

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: July 7, 2019

By: 

Rick Cruz

DC PCSB Board Chair

Date: