

Appendix

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AMENDMENT TO CHARTER SCHOOL AGREEMENT BETWEEN DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD AND THE **NAME** PUBLIC CHARTER SCHOOL

The **Name Public Charter School**, a District of Columbia nonprofit corporation (the “**School Corporation**”) and the District of Columbia Public Charter School Board (“**PCSB**”) entered into a contract, dated **[Insert Month ##, Year]**, (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, as amended (the “**Act**”) and the Charter Agreement.

This Amendment to the Charter School Agreement (the “**Amendment**”) is effective as of **[Insert Month ##, Year]** and is entered into by and between **PCSB** and the **School Corporation**) (individually, each may be referred to as the “**Party**,” and collectively, the “**Parties**”).

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

SECTION 1. AMENDMENT

1.1 The School Corporation and the Board agree to amend the Charter Agreement as follows:

- A.** The **[Name of Section]** on **[Insert page number(s)]** is deleted in its entirety and replaced with the following:
- B.** **Substance of Amendment**

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.
- 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 Second 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 PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement 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 Agreement. "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 PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Second 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 PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter Agreement pursuant to the Act.
- 3.9 Notices.** Any notice or other communication required or permitted shall be in writing and shall be deemed to have been given when sent by email, provided that a copy is also mailed by certified or registered mail, with postage prepaid and return receipt requested; delivered by hand, with written confirmation of receipt; or received by the addressee, if sent by a nationally recognized overnight delivery service with receipt requested or, alternatively, certified or registered mail with postage prepaid and return receipt requested. In each case, the appropriate addresses, until notice of a change of address is delivered, shall be as follows:

If to 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

Address:

Attention:

Email:

Telephone:

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

[INSERT SCHOOL NAME] PUBLIC CHARTER SCHOOL

By: _____
Signature

Name: _____

Title: _____

Date: _____

**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL
BOARD**

By: _____

Signature

Name: John H. "Skip" McKoy

Title: PCSB Board Chair

Date: _____