

Charter Agreement Amendment

SEVENTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the “**Amendment**”) is entered into by and between Rocketship Education D.C. 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 December 10, 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 February 24, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct the Effective Date and Term and Interim Financial Reports sections of the Charter Agreement;

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to expand its kindergarten through fifth grade education to also offer grades pre-kindergarten-3 through pre-kindergarten-4 and enter into a management agreement with AppleTree Institute for Education Innovation;

WHEREAS, on November 21, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to approve the School Corporation’s second campus location, to revise the School Corporation’s goals, to correct the School Corporation’s enrollment ceiling, and to remove the School Corporation’s discipline policy;

WHEREAS, on June 19, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to identify a temporary facility for one of its campuses;

WHEREAS, on May 21, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change the name of one of its campuses; and

WHEREAS, on July 23, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to postpone the opening of its third campus.

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 of the Charter Agreement is struck in its entirety and replaced with the following:

3.1 Location

A. For school year (“SY”) 2019-20, the School Corporation will operate two campuses under the Charter, the names, addresses, and grade spans of which are listed in the table below. Beginning in SY 2020-21, the School Corporation will operate a third campus under the Charter, the address and grade span of which is listed in the table below. Collectively, these locations shall be considered the “**School Property.**”

Campus Name	Grade Span at Capacity	Location
Rocketship PCS - Rise Academy	PK-3 – 5	2335 Raynolds Place SE, Washington, DC 20020
Rocketship PCS - Legacy Prep	PK-3 – 5	4250 Massachusetts Avenue SE, Washington, DC 20019
Rocketship PCS - Ward 5 ¹	PK-3 – 5	5450 3 rd Street NE, Washington, DC 20011

B. In the School’s first Academic Year of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range, and is permitted to open a second campus the year after its first Academic Year. Thereafter, beginning at the second anniversary of the first campus opening, the School Corporation shall be authorized to open and operate one additional campus per year, at a different location, for grades pre-kindergarten-3 through fifth. This authorization shall extend up to a maximum of eight total campuses operated by the School Corporation, including the first and second campuses. In order to be authorized to open an additional campus, the School Corporation must be meeting the following conditions as of September 1 the year in which the authorization is granted, which shall be at least one school year prior to the year in which the additional campus is scheduled to open:

- i. All previously authorized campuses have opened;
- ii. All operating DC campuses that reported a score in the most recent year of reporting earn at least 65%, or its equivalent, on the EC/ES/MS PMF for the most recent year of reporting; and

¹The name of the campus is to be determined.

- iii. There have been no material violations of the law and neither the school nor any of its campuses are under charter warning status by DC PCSB.

The School Corporation is not obligated to open a new campus each school year and may delay opening an authorized campus without forfeiting the authorization. The School Corporation must notify DC PCSB of its intent to open a new campus by September 1 of the year prior to the school year in which the new campus is scheduled to open.

C. In SY 2020-21, the School Corporation may open only one campus, the previously authorized third campus, and may not open a fourth campus until it has satisfied all the conditions in paragraph B above.

D. The School Corporation shall submit to DC PCSB for its approval the proposed location of each new campus by March 1 prior to the school year in which the new campus will open. DC PCSB shall approve or deny the proposed location within ninety days of the School Corporation's submitted proposal. DC PCSB reserves the right to delay or prohibit the School's opening of each new campus until the School Corporation has satisfied each of the preopening items listed in **Attachment F** at least one month prior to the first day of school at the new campus.

E. For all new campuses, the School Corporation may only open the new campus if the School Corporation submits a signed lease to DC PCSB for the campus's facility no later than March 1 prior to the school year in which the new campus is scheduled to open. If the School Corporation is unable to provide a signed lease for the new campus by the March 1 deadline, the opening of that campus will automatically be delayed by at least one additional school year.

F. If the School Corporation wishes to make changes to the provisions of this Section 3.1, the School Corporation may submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act. 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. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

G. 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
spearson@dcpcsb.org
(202) 328-2660

If to the School Corporation:

Rocketship Education D.C. PCS
2335 Raynolds Place SE
Washington, DC 20020
Attention: Joyanna Smith
josmith@rsed.org
(202) 627-2256

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:

**ROCKETSHIP EDUCATION D.C.
PUBLIC CHARTER SCHOOL**

**DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD**

By:_____

By:_____

Jolene Slotter

Rick Cruz

Rocketship PCS Board Chair

DC PCSB Board Chair

Date:

Date: