

**THIRD AMENDMENT**  
**TO**  
**CHARTER AGREEMENT BETWEEN THE**  
**LOUDOUN COUNTY SCHOOL BOARD AND**  
**THE MIDDLEBURG COMMUNITY CHARTER SCHOOL**

THIS THIRD AMENDMENT ("Third Amendment") to the Middleburg Community Charter School contract is entered into on the 28<sup>th</sup> day of June 2016 by and between the LOUDOUN COUNTY SCHOOL BOARD ("School Board" and also referred to as "Loudoun County Public Schools" and "LCPS"), a political subdivision of the Commonwealth of Virginia and body politic, having its principal place of business at 21000 Education Court, Ashburn, Virginia, 20148 and the MIDDLEBURG COMMUNITY CHARTER SCHOOL, a nonstock corporation, State Corporation Commission No. 773418-9, filed January 16, 2014, currently having its principal place of business at, 101 Madison Street, Middleburg, Virginia 20118 ("Charter School").

**RECITALS:**

WHEREAS, The School Board is the governing body of the Loudoun County School Division and is vested with the constitutional authority to supervise the schools in Loudoun County under Article VIII, Section 7, of the Constitution of the Commonwealth of Virginia; and

WHEREAS, the Virginia General Assembly has enacted Article 1.2 (Establishment of Charter Schools) of Chapter 13 of Title 22.1 of the Code of the Commonwealth of Virginia authorizing local school boards to initiate and establish charter schools; and

WHEREAS, the Charter School submitted an application to the Loudoun County School Board with a request that the application be initiated by the said School Board; and

WHEREAS, the School Board on the 10<sup>th</sup> day of September 2013 voted to initiate the application subject to final review and approval of a charter school contract by the School Board; and

WHEREAS, on the 4<sup>th</sup> day of March, 2014, pursuant to the criteria set forth in the Code of Virginia Article 2.1 of Chapter 13 of Title 22.1, the regulations of the State Board of Education and the policies, regulations, policies and procedures of the School Board, the School Board, after receiving public comment with the requisite prior statutory notice, granted this charter for the establishment of the Middleburg Community Charter School in accordance with the terms of a contract, dated May 19, 2014; and

WHEREAS, the parties entered into a First Amendment, dated the 23<sup>rd</sup> day of June, 2015, to the said contract; and

WHEREAS, the parties entered into a Second Amendment, dated the 23<sup>rd</sup> day of June, 2015, to the said contract; and

## A G R E E M E N T:

NOW, THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, and in consideration of the promises and mutual covenants and understandings of each of the parties, the parties covenant and agree as follows:

1. The above recitals are incorporated herein.
2. The terms and conditions of the said contract, dated May 19, 2014, and of the First and Second Amendments, unless otherwise changed, modified or deleted by this Third Amendment, shall continue and remain in full force and effect.
3. This Third Amendment shall not be construed as a waiver of any rights, deficiencies, violations or breaches.
4. The parties recognize that while the Charter School remains a public school of the school division for which the School Board has a constitutional duty to supervise, a certain level of autonomy in operations is desirable. Specifically, the parties desire to specifically address the responsibility for student transportation.
5. Therefore, the parties agree as follows:
6. Replace contract, as amended by the Second Amendment, paragraphs 32.0 through 32.5 with the following:

32.0        Transportation Plan. MCCS shall bear the exclusive responsibility and costs for the lawful transportation of enrolled students to and from; and during school, for example field trips— all in accordance the applicable laws and regulations of the Commonwealth of Virginia. MCCS will hold LCPS harmless for the transportation of MCCS students.

32.1        Reserved.

32.2        Reserved.

32.3        Reserved.

32.4        Funding Retention. Costs for student transportation will not be retained by LCPS from the per pupil assessment installments remitted to the Charter School under this contract.

32.5        Inclement Weather. The Charter School will follow LCPS' inclement weather closures or delays.

7. Strike and delete the portion of contract, as amended by the Second Amendment, paragraph 29.2G as shown below:

G. Next, the actual gross salary and the cost of all employer-paid fringe benefits, including, but not limited to, the employer contribution to the Virginia Retirement System and health care plans, for LCPS employees assigned to the Charter School will be reasonably estimated for the school year. ~~In addition, the transportation costs as required and stated in the contract shall be reasonably estimated for the school year by the department of transportation.~~

8. Strike and delete the portion of contract, as changed by the Second Amendment, paragraph 29.2H as shown below:

H. The resultant annualized figure from Line F shall be further reduced by the annualized ~~collective~~ resultant figures from Line G to arrive at the funding which will be remitted to the Charter School in equal quarterly installments, paid to the Charter School at the first of each quarter, until the next re-calculation based upon the actual September ADM count.

9. Strike and delete the portion of contract, as changed by the Second Amendment, paragraph 29.2J as shown below:

J. Similarly, reconciliation of ~~transportation and~~ salary and employer-paid fringe benefits actual costs versus estimated costs may be periodically conducted on or after September 30 each year. Any costs owed by the Charter School following the last installment payment by LCPS for the school year shall be remitted directly to LCPS within 30 days of invoice. If the Charter School ceases to operate, any overpayment or unpaid cost amount shall continue to be a liability of the Charter School to the School Board. This does not in any way waive the School Board's option to declare a breach of contract and revoke the contract for default of payment.

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*(SIGNATURES ON NEXT PAGE)*

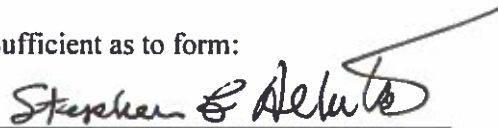
SO AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By   
Chairman of the School Board

Date: 7/12/16

Sufficient as to form:

  
Stephen L. DeVita  
Division Counsel

SO AGREED:

MIDDLEBURG COMMUNITY CHARTER SCHOOL, a Virginia non-stock, non-profit corporation, doing business as a public charter school in Loudoun County, Virginia:

By   
President

Middleburg Community Charter School

Date: 8 July 2016