

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

THIS SECOND AMENDMENT ("Second Amendment") to the Middleburg Community Charter School contract is entered into on the 23rd day of June 2015 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 non-stock 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;

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

WHEREAS, the parties have negotiated and agreed upon this Second Amendment to the said contract as follows.

## 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 Amendment, unless otherwise changed, modified or deleted by this Second Amendment, shall continue and remain in full force and effect.
3. This Second 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 more clearly address the employment status and supervisory control over the principal.
5. Therefore, the parties agree as follows:
6. Add the following to the existing paragraph 27.0 at the end:
  - a. The position of principal will be an employee of the Charter School's Board of Directors which shall be responsible for all employment matters for the position except as noted below and the principal's employment contract shall include these terms and conditions and the principal shall comply with the terms of the Charter School Agreement, as amended;
  - b. The Charter School Board of Directors shall designate representatives on the principal interview panel as follows: at least one member of the Board of Directors, at least one member of its School Management Team and at least one member of its PTO Board. The Superintendent may designate one representative to the panel. No School Board member may participate in or observe the interview process. Policy 7-12 is hereby modified and waived with regards to these aspects of the policy;
  - c. The principal interview panel will follow the LCPS process for developing and asking appropriate questions and are expected to participate in the post-interview deliberations and recommendations;
  - d. The selected candidate shall not be permitted to begin employment until all licensure, immigration, work authorizations, required background checks, TB tests and other personnel requirements have been satisfied to the satisfaction of the Superintendent or designee;

- e. The principal will be annually evaluated using the LCPS principal evaluation process, procedure and forms unless a waiver is approved by the School Board. A copy of the completed evaluation shall be provided to the Superintendent; ;
- f. Prior to the Charter School providing the annual evaluation to the principal, the Superintendent may send his written comments to the Charter School Board and to the Charter School Committee of the School Board;
- g. Consistent with the customary practice in LCPS, the principal shall meet periodically throughout the school year to review Charter School performance with the Director of Elementary Education or designee;; and,
- h. If requested by the Superintendent, and after consultation with the Charter School Board of Directors Chairman and the Chairman of the Charter School Committee of the School Board, in the event of a safety emergency or serious legal matter, as solely determined by the Superintendent, the Charter School shall temporarily remove the principal from the school site for up to 30 calendar days unless the School Board votes sooner to direct the Charter School to permanently remove the individual from the Charter School principalship. Failure to comply will be considered a material breach of the contract. In the absence of the principal, the Charter School shall make arrangements satisfactory to the Superintendent or designee for the daily supervision of the school by a properly licensed individual.

SO AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By   
 Chairman of the School Board

Date: 7/1/15

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 *David Meach*  
President  
Middleburg Community Charter School  
Date: *June 25, 2015*