
**RENEWAL
CHARTER SCHOOL AGREEMENT**

Between

LOUDOUN COUNTY SCHOOL BOARD

and

MIDDLEBURG COMMUNITY CHARTER SCHOOL

DATE: 4/24/17

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**RENEWAL CHARTER AGREEMENT BETWEEN THE
LOUDOUN COUNTY SCHOOL BOARD AND
THE MIDDLEBURG COMMUNITY CHARTER SCHOOL**

THIS CONTRACT is a renewal agreement authorized and executed this 24th day of April 2017 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, on the 4th 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 and approved a contract for the establishment of the MIDDLEBURG COMMUNITY CHARTER SCHOOL; and

WHEREAS, the Charter School, in accordance with the contract, submitted a renewal application, on the 26th day of October, 2016, as revised by the application attached hereto as Exhibit 1; and

AGREEMENT:

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:

I. **RECITALS.** The renewal application, as subsequently revised, is an Exhibit hereto and is incorporated herein as if fully re-written as well as the above Recitals. In any conflict or ambiguity, the terms of this Agreement shall take precedence over and preempt any related terms of the renewal application and its revisions as stated below under the heading of "Precedence".

II. ESTABLISHMENT OF THE SCHOOL

1.0 Parties.

1.1 This Renewal Agreement is entered into between THE MIDDLEBURG COMMUNITY CHARTER SCHOOL ("Charter School") and the Loudoun County School Board (School Board).

1.2 The persons authorized to sign on behalf of the Charter School are the Middleburg Community Charter School President, and, such others as designated by the Middleburg Community Charter School ("Charter Representatives"). The Charter School affirms the Charter School Representatives, as a condition of this Agreement, that they are the above-described representatives of the Charter School and they have authority to sign this Agreement on behalf of the Charter School.

1.3 The person authorized to sign on behalf of the School Board is the Chair of the School Board.

1.4 No material amendment to this Agreement shall be valid without the written approval of the Charter School and of the School Board.

2.0 Term.

2.1 Term. The renewal term of the Charter shall be for five (5) school years, beginning with the 2017-2018 school year, contingent upon the Charter School being awarded "Full Accreditation" by the Virginia Department of Education for each of the following school years 2016-2017 and 2017-2018. If the contingent is satisfied, then the renewal term will expire on June 30, 2022. If the contingent is not satisfied, then the renewal term shall revert to a three (3) year term expiring on June 30, 2020.

School year, for the purposes of this contract, shall correspond to the fiscal year, for example--July 1, 2017, to June 30, 2018, unless the intent is clearly stated as otherwise.

2.2 Renewal. During the last academic school year of the initial term, but not later than 180 days prior to the expiration of the term, the Charter School may submit a written request for the renewal of the Charter Agreement to the School Board in accordance with the then-current School Board policies and procedures and the then-current laws of the Commonwealth of Virginia.

The Charter School must provide, at a minimum, the following renewal information to the School Board:

1. A report on the progress of the school in achieving the goals, objectives, pupil performance standards, content standards, and other terms of the charter contract;
2. A financial statement that discloses the costs of administration, instruction, and other spending categories for the charter school that is understandable to the general public

and that will allow comparison of such costs to other schools or other comparable organizations; and

3. Any additional information the Board may require to assist it in its determination of the renewal application.
4. The academic and operational performance expectations and measures to be used in the charter contract which shall be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the local school board's evaluations of the Charter School. The performance framework shall include indicators, measures, and metrics for:
 - a. Student academic proficiency;
 - b. Student academic growth;
 - c. Achievement gaps in both proficiency and growth between the major student subgroups based on
 - d. gender, race, poverty status, special education status, English language learner status, and gifted status;
 - e. Attendance;
 - f. Recurrent annual enrollment;
 - g. Postsecondary education readiness of high school students;
 - h. Financial performance and sustainability; and
 - i. The performance and stewardship of the management committee, including compliance with all applicable laws, regulations, and terms of the charter contract.
5. The proposed performance framework shall allow the inclusion of additional rigorous, valid, and reliable indicators proposed by the Charter School to augment external evaluations of its performance, provided that the School Board approves the quality and rigor of such indicators and such indicators are consistent with the purposes of this the Charter School laws.
6. The performance framework shall require the disaggregation of all student performance data by major student subgroups based on gender, race, poverty status, special education status, English language learner status, and gifted status.
7. Annual performance targets shall be set by the Charter School and the School Board and shall be designed to help the Charter School meet applicable federal, state, and School Board expectations.

2.3 **Probation.** In addition to the statutory and contractual authority conferred upon the School Board to revoke this agreement and charter, the School Board reserves the right to place the Charter School on probation during the term of this agreement or any subsequent term for any reason that would justify revocation or would appear to be a deficiency, violation or breach of this agreement. A deficiency, violation or breach all refer to any breach, whether material or not, of this agreement. If a deficiency is curable within a reasonable time, as determined by the

School Board, the School Board will offer the opportunity of probation to cure the deficiency prior to taking action to revoke the Charter School contract. If probation is exercised by the School Board, a written notice of the deficiencies, violations or breaches will be provided to the Charter School along with an opportunity of thirty (30) calendar days to submit a written remedial plan to the School Board on how the Charter School will cure the deficiency, violation or breach, if not time sensitive. The School Board's approval is required for the remedial plan prior to its implementation. The School Board is not required to place the Charter School on probation prior to exercising its right to suspend payments under provision 2.5 below. The School Board is also not required to place the Charter School on probation prior to revoking the charter agreement under provision 2.4 below.

2.4 Revocation. The School Board may, in its sole discretion, without the prior placement on probation or suspension of payments as provided above, revoke this agreement and charter prior to the expiration of its then-current term, including subsequent terms, and make immediate arrangements for the education of the children to include acquiring student records and any and all student record databases and gradebooks if:

1. The Charter School violates the conditions, standards, or procedures established in this Charter contract;
2. The Charter School fails to meet or make reasonable progress toward achievement of the content standards or student performance standards as stated herein.
3. The Charter School violates or breaches a material term of the charter contract;
4. The Charter School fails to meet generally accepted standards of fiscal management; or,
5. The Charter School violates any provision of law from which it has not been exempted.

2.5 Suspension of Payments. The School Board, after providing reasonable notice of a deficiency, violation or breach of this agreement including a violation of law, by the Charter School, may suspend, all or a portion of, any payments owed to the Charter School until the deficiency, violation or breach is cured to the satisfaction of the School Board. "Reasonable notice" means notice that is reasonable in the circumstances as determined by the School Board in its sole discretion. Suspension of payments is not a prerequisite for probation, revocation, termination or non-renewal.

3.0 Location of the Charter School. The Charter School shall provide educational services, including the delivery of instruction, solely at the following primary location(s):

101 Madison Street, Middleburg, Virginia 20118

It is understood that the Charter School may use other public facilities in Middleburg, such as the public library, to supplement the educational services being provided at 101 Madison Street, Middleburg, Virginia 20118.

3.1 Primary Location. The Charter School shall not operate in more than one primary location without the prior written approval of the School Board except as indicated herein.

3.2 Facility. The building(s) in which the Charter School is to be located shall be known as the Charter School's facilities (the "Facilities") and is recognized as a conversion of the Middleburg Elementary School at the same location to the Middleburg Community Charter School with the said elementary school closing and ceasing to operate. The Charter School shall operate in the facilities previously used by the Middleburg Elementary School pursuant to a separately executed lease agreement.

3.3 Facility Requirements. Only for so long as the School Board remains the title owner of record of the real property leased by the Charter School, any modifications, alteration, renovations or other changes to the building facility shall not be made without the prior approval of the School Board. For such modifications, alterations, renovations or other changes requested by the Charter School, responsibility for the associated costs, including the Americans With Disabilities Act compliance, will be addressed by the parties at that time and any agreement reduced to writing and made an amendment to this agreement. The School Board agrees to annually consider the said Facility at 101 Madison Street, Middleburg, Virginia, for inclusion in its Capital Asset Preservation Program (CAPP), but it is not obligated to include any specific actions or improvements and will balance the needs of this Facility against the needs of other LCPS facilities and available funds. If and when the School Board records title transfer to any other entity, the terms and conditions of this provision 3.3 shall become null and void and unenforceable against the School Board or any assignee or transferee of the recorded title transfer.

3.4 Facility Relocation. The Charter School's relocation to different Facilities shall constitute a material change in the Charter and shall not occur without School Board approval and shall be subject to the following conditions:

1. Written Notification to the School Board;
2. Submission to the School Board of a Certificate of Occupancy for the new Facilities at least thirty (30) calendar days prior to the first day of occupancy;
3. Evidence that the Facilities meet applicable health, safety and fire code Requirements;
4. Evidence that the Facilities are of sufficient size to safely house the anticipated Enrollment; and
5. Approval by the School Board.

4.0 Prior Debt Obligations. This agreement shall not be construed to be any type of accord and satisfaction or any other compromise or waiver of any and all outstanding debt obligations owed by the Charter School to the School Board under other agreements.

4.1 Assurances. The Charter School hereby provides written assurances that the Charter School (i) is non-religious in its program, admission policies, employment practices, and

all other operations; (ii) does not charge tuition; (iii) the public charter school policies and procedures will comply with the federal *Family Educational Rights and Privacy Act* (FERPA) and the records retention schedules for public schools; (iv) the public charter school programs, services, and activities will operate in accordance with all applicable federal and state laws and regulations, including the federal *Americans with Disabilities Act* (ADA), the federal *Individuals with Disabilities Education Improvement Act* (IDEA), Section 504 of the federal *Rehabilitation Act of 1973*, and the Virginia *Freedom of Information Act*; (v) the applicant shall comply with the *Virginia Conflict of Interest Act*; and that (vi) transportation will be provided as indicated in the renewal application and this contract and shall be consistent with state law and regulation. (Sections 22.1-176, 22.1-182, 22.1-186, 22.1-191, 22.1-221, 22.1-216, 22.1-218, *Code of Virginia* and the Virginia Board of Education's *Regulation Governing Pupil Transportation*).

4.2 Governance. The Charter School shall operate in accordance with the renewal application, as revised, this Charter Agreement and all applicable laws and regulations including, but not limited to, Article 1.2 of Title 22.1 of the Code of Virginia and all School Board Policies and applicable regulations, as amended from time-to-time, unless waived by the School Board or State Board of Education.

1. Board of Directors. As described in the renewal application, as revised, there shall be a Charter School Board of Directors for the non-profit corporation. The Board of Directors constitutes the link between the School Board and the Management Team described below. The Board of Directors is responsible for, at a minimum:
 - a. functioning as the operator of the Charter School and as the legal entity entering into this Charter Agreement with the School Board, approving any Charter Agreement amendments or waivers to be submitted to the School;
 - b. negotiating any contract, and amendments thereto, with the School Board or any other third party for the provision of necessary services;
 - c. negotiating the terms and use of facilities and any independent contracts related to the operation of the Charter School;
 - d. financial records, statements and other audit data and for approving an annual report for submission to the School Board;
 - e. establishing Charter School policy and monitoring the operational decisions of the Charter School principal; and
 - f. approving staffing recommendations forwarded from the Management Committee described below.

2. Management Committee. The public charter school shall be administered and managed by a management committee composed of at least the following:

- Parents of students enrolled in the school;
- Teachers working in the school;
- Administrators working in the school; and,
- Representatives of any community sponsors.

The Management Committee shall administer, oversee and manage the daily operation of the Charter School. The Management Committee is also referred to in the revised application as the School Mission Team.

3. Conflicts of Interest. The management committee shall, as a part of the Charter School's bylaws, establish a formal conflict of interest policy that is consistent with applicable law, as amended from time to time.

4. Freedom of Information Act (FOIA). The Charter School management committee shall maintain adopted policies, meeting agendas and minutes; and shall make such documents available for public inspection and copying and shall conduct meetings in accordance with the Virginia Freedom of Information Act. All vendor and employment contracts shall be approved and recorded in the minutes of the management committee or Board of Directors. A copy of the management committee minutes shall be posted on the school's website after approval. The minutes of the Board of Directors shall be transmitted to the Charter School Committee Members and to the LCPS staff contact within five (5) business days from the Board of Directors' approval of the minutes. The notice for all management committee and Board of Directors regular and special meetings shall be posted in the Facility and on the webpage of the Charter School, if any. A copy of all such notices shall be provided not later than 48 hours in advance to LCPS.

5. Credentials. The names and qualifying credentials of all members of the management committee and credentials shall be provided to the School Board when each member assumes duties on the committee and updated throughout the year as needed.

6. Bonding. The members of the management committee and of the corporation's directors and any and all fiscal officers shall be bonded in an amount not less than \$500,000.00 with a surety acceptable to the School Board which is conditioned upon the faithful performance of all official duties required of those so bonded and which shall be payable to the Loudoun County School Board. A dishonesty bond does not satisfy the requirements of this provision unless it contains endorsements covering all of the official duties.

III. OPERATION OF THE CHARTER SCHOOL

5.0 Mission Statement, Academic Goals and Objectives, and Metrics.

The mission statement of the Charter School shall be consistent with the principles of the Virginia Standards of Quality.

The Charter School will meet or exceed the Standards of Learning.

The Charter School shall implement a plan for assessment of pupil performance to include statewide performance assessments.

5.1 The Charter School will be evaluated as follows:

The academic and operational performance indicators, measures, and metrics that will guide the local school board's evaluations of the Charter School include the following indicators, measures, and metrics for:

1. Student academic proficiency [State indicators, measures, metrics and annual performance targets.]

MCCS students will annually meet or exceed the following Standards of Learning (SOL) pass rate requirements to remain "Fully Accredited":

Reading	75
Math	70
Social Science	70
Science	70

2. Student academic growth [State indicators, measures, metrics and annual performance targets.]

80% of all students will make proficiency or growth targets as evidenced by performance on the PowerSchool Student Growth Assessment.

3. Achievement gaps in both proficiency and growth between the major student subgroups based on gender, race, poverty status, special education status, English language learner status, and gifted status [State indicators, measures, metrics and annual performance targets.]

All major student subgroups will reach proficiency or decrease the achievement gap by ten (10) percent each year until proficiency is met or

the gap is eliminated as evidenced by the Standards of Learning (SOL) assessment.

4. Attendance [State indicators, measures, metrics and annual performance targets.]

The Average Daily Student Attendance for Middleburg Community Charter School will be 95% or greater annually.

5. Recurrent annual enrollment [State indicators, measures, metrics and annual performance targets.]

Applicable annual re-enrollment will be 90% or greater.

6. Financial performance and sustainability [State indicators, measures, metrics and annual performance targets.]

MCCS will maintain annual qualified fund balances representing two – six (2-6) percent of revenue outside of donations and capital expenditures.

7. The performance and stewardship of the management committee, including compliance with all applicable laws, regulations, and terms of the charter contract. [State indicators, measures, metrics and annual performance targets.]

Annual financial audits will result in MCCS receiving an “unmodified opinion.”

8. Other additional rigorous, valid and reliable indicators proposed by the Charter School to augment external evaluations of its performance:

Based on an annual “Similar Schools Report” provided by the LCPS Research Office as a benchmark, the Charter School will maintain SOL pass rates that fall within plus or minus five (5) percent of the mean pass rate for benchmark schools in English, Math, Social Science, and Science.

Student performance data for all students in each disaggregated student subgroup will demonstrate at least one year of academic growth as evidenced by the Phonological Literacy Screening (PALS K-1) and the Developmental Reading Assessment (DRA 2-5).

Parent satisfaction will be measured by an annual Board-approved survey resulting in 85% or greater satisfaction rating.

Average annual grants and community contributions for the next three-five years will make up five (5)% of the operating budget.

9. All student performance data by all student subgroups shall be disaggregated and will include all SOLs, PowerSchool SGAs, PALS (K-1), DRA (2-5), Brigance (Reading and Math) and Measures of Academic Progress (MAP), when available.

5.2 The above performance framework shall require the disaggregation of all student performance data by major student subgroups based on gender, race, poverty status, special education status, English language learner status, and gifted status.

5.3 Calendar. The Charter will follow a modified year round calendar that begins with the first day of school for students in August and ends for students on the last day of school in June.

5.4 Annual Progress Report. Following the publication of the results of state-mandated assessments, the Charter School shall publicly present to the School Board, community, and parents of pupils enrolled in the School, at a regular business meeting of the School Board, an annual report on the Charter School's performance on the state-mandated assessments and a self-assessment of the evaluative areas stated above in paragraph 5.0.

5.5 Grade Levels and Enrollment. The Charter School is authorized to continue to open as a Kindergarten through 5th grade elementary school with a maximum enrollment of 150 students.

5.6 Elimination or Expansion. Elimination of a grade level that the Charter School was scheduled to serve or expansion to serve grade levels not authorized, are material changes to the terms of this Agreement and shall require prior written authorization from the School Board. The Charter School may explore community support for the expansion of grades through 8th grade, but must comply with this provision prior to taking any action to implement a grade expansion.

6.0 Enrollment Plan and Admissions Policy. The plan for enrollment and admissions policy for the Charter School is as follows: The Charter School shall first give enrollment priority to the student and siblings of students enrolled in the Middleburg Elementary School during the 2013-2014 school year. Thereafter, and provided that a majority of the remaining seats remain available for students residing outside of the "Core Zone" as defined in the attached exhibit, the Charter School may give a priority to children residing in the "Core Zone" and a priority to children of employees working in the Charter School as part of its admissions policy. The Charter School shall not charge tuition.

6.1 Lottery. The Charter School shall be open to students of school age deemed residing within the Loudoun County School Division as determined by law and shall be through a lottery process on a space-available basis if applications exceed capacity at each grade level. The lottery and waiting list (described below) shall be the responsibility of the Charter School's management committee to conduct, administer and successfully complete, if needed. In accordance with Title 22.1-212.6, a waiting list shall be established if space will not be available to accommodate all of the students of parents who have requested to be entered into the lottery process. The waiting list shall be prioritized and parents shall be informed of their student's position on the list. If more students apply than can be admitted, admission decisions will be made by a lottery process held each Spring for the following school year.

6.2 Vacancies. If a vacant seat occurs within the school year, the seat should be filled immediately from a numerically ordered waiting list that resulted from students not selected during the lottery process.

6.3 Video. The lottery drawing shall be videotaped by an independent accounting firm at the Charter School's cost and maintained for the length of the Charter contract. A copy of the video shall be provided to LCPS upon completion of the lottery drawing. The School Board or its designee shall be invited to attend the lottery drawing.

6.4 Non-Discrimination. Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to disability, race, creed, color, gender, national origin, religion, ancestry or the need for special education services. No enrollment application may ask any question designed to inquire about a student's disabilities or need for special education services. Any assessments of a students, whether before or after enrollment, shall strictly be used for educational purposes of the child only and shall not be used as a reason to disenroll the child as not suitable for the school or grade level and shall not be used as a means for encouraging parents to withdraw their child. Any child who is dis-enrolled or who is withdrawn for any reason shall be immediately reported to the School Board along with the reasons for the disenrollment or withdrawal and the parents' last known address and telephone number.

7.0 Attendance Data. The Charter School must maintain daily attendance in the electronic student database in compliance with Virginia Department of Education (VDOE) regulations and Loudoun County Public Schools (LCPS) reporting timelines for all enrolled students. The Charter School shall also maintain required records to document pupil daily attendance and shall make such records available for inspection at the request of the Virginia Department of Education, the School Board, the Division Superintendent or their designees, and report truancy as required by law.

8.0 Student Conduct and Discipline. The Charter School shall use the LCPS Student Rights and Responsibilities Handbook and publish or make available to students and parents the LCPS policies. School Board approval shall be obtained prior to changing or adopting a different Student Rights and Responsibilities handbook but such adoption, if approved, must comply with all applicable state, federal laws and State regulations and guidelines.

9.0 Site Visits and Record Access. The School Board members and the Division Superintendent or his designees shall have full access to the Charter School, its records including all financial records, its employees, its volunteers, its parents and students. School Board members and the Division Superintendent or his designees may make no-notice visits to the Charter School for any purpose necessary to insure compliance with this agreement, School Board policies, State and Federal law, regulations and rules and to safeguard the health, welfare and education of the students. Full access to all aspects of the Charter School including classroom visits shall be granted immediately during the visits. Reasonable efforts will be made not to interfere with school operations or student learning during the visits.

10.0 Complaints. The Charter School will follow LCPS policies for the handling of parent, student or employee complaints or grievances. The Charter School will provide an information copy of all complaints received to the School Board or designee.

11.0 Uniforms. No uniform policy shall be instituted by the Charter School without first complying Section 22.1-79.2 of the Code of Virginia, Virginia Department of Education (VDOE) Guidelines, and obtaining the approval of the School Board.

12.0 Policies. The Charter School shall comply with all School Board policies unless waived by the School Board in writing.

13.0 Student Records. The School will maintain and secure all student records consistent with the Family Educational Rights and Privacy Act (FERPA), Virginia state statutes and regulations and VDOE requirements. The School will comply with all VDOE and LCPS yearly timelines for electronic data reporting and accountability as directed by LCPS or required by VDOE. The School must use the student identification number assigned to the student upon enrollment in the then current LCPS student database, for all record-keeping purposes.

14.0 Data Collection. The School will collect and maintain data as requested by federal or state educational agencies or as directed by LCPS, including, but not limited to, the following information: Annual Enrollment for Funding; Student Daily Attendance; Student Discipline and such other information as directed.

15.0 Length of School Year; Length of School Day; Special Education Student Count; Free and Reduced Meals Eligibility; Title I Information; English for Speakers of Other Languages (ESOL); 504 Eligibility; and Office of Civil Rights System Report. The School will report this specific data, if applicable and stated in the title to this section, to LCPS and by the deadlines reasonably set by LCPS, including, but not limited to, those required by the electronic oversight and information system. The data must be maintained by the Charter School and collected for the student database(s) as provided or directed by LCPS. It is recognized that the Charter School will not be participating in the federal Free and Reduced Lunch Program.

16.0 Marking Periods and Grade Reporting. The School will not be following the LCPS calendar for marking periods. Report cards and interim reports will be developed by the Charter School and will be distributed to parents. At the end of the school year, the School will provide students' class grades. The School will complete all students' records, including the next year's grade assignment, and provide that information to LCPS.

17.0 Right to Inspect Student Records. LCPS reserves the right to review at any and all times the records of any or all students enrolled in the School. Student records must be cumulative and continuous. A Transfer Card must accompany a student record at the time of transfer from one school to another. The Charter School must make a written request for the student records of children transferring to the school.

18.0 Response to Requests for Records. The Charter School is responsible for responding to requests, subpoenas and court orders for records, of which it has custody, control or possession. In the case of student records, the Charter School is solely responsible for responding to any and all requests for student records for any student enrolled in the school in a manner that is

consistent with the law, regulations, policies and procedures governing the disclosure of student records.

19.0 Transfer of Student Records. In the event that a student returns to another LCPS public school from the Charter School, the School is responsible for closing out the student's file and returning it to LCPS immediately. If the student transfers to a school outside of LCPS, the Charter School is responsible for complying with all laws, regulations, policies and procedures governing the transfer of the records. A Transfer Card must accompany a student record at the time of transfer from one school to another. No student records will be sent until the receiving school has made a written request; however, oral request may be made in the case of homeless student to expedite the transfer.

20.0 Comprehensive Management Services. If the Charter School intends to enter into an agreement with another entity or person(s), whether for profit or not for profit, for comprehensive management services, the written approval of the School Board must be first obtained.

21.0 Documents. The Charter School shall produce all documentation requested by the School Board or its staff, the Virginia Department of Education or its staff, the U.S. Department of Education, law enforcement agencies, any Certified Public Accountant performing the audits mentioned in this contract or any federal, state or local regulatory agency as soon as reasonably possible but not later than ten (10) business days of a request.

22.0 Notification Requirements.

22.1 Variances. The Charter School shall immediately notify the School Board of any conditions that may cause it to vary from the terms of this Agreement, the Charter, School Board requirements, and/or state or federal law.

22.2 Closure. The Charter School shall immediately notify the School Board of any circumstance requiring the closure of the Charter School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility.

22.3 Crimes. The Charter School shall immediately notify the School Board or its designee of any members of the Charter School's employees, management committee members, or the officers or directors of the MIDDLEBURG COMMUNITY CHARTER SCHOOL corporation who have been charged, arrested or convicted for a crime punishable as a felony, any crime related to the misappropriation of funds or theft and any crimes identified in Sections 22.1-296.1, 22.1-296.3 and 22.1-315 of the Code of Virginia.

22.4 Debt Delinquencies. The Charter School shall immediately notify the School Board of a delinquencies on any obligation to third parties including debts for which payments are past due by sixty (60) days or more.

22.5 Non-Profit Status. The MIDDLEBURG COMMUNITY CHARTER SCHOOL corporation shall immediately notify the School Board of any change in its non-profit organization

status in Virginia or under federal law and regulations. The Charter School corporation shall apply to the Internal Revenue Service for a 501(C)(3) status and shall provide copies of the IRS non-profit status determinations as they are received.

23.0 Annual Audit.

23.1 Audit Requirements. An annual audit shall be conducted by an independent certified public accountant, selected by the School Board or its designee, in accordance with generally accepted auditing standards (GAAS), the cost of which shall be borne by the School Board. The audit shall fulfill the following requirements:

1. an audit of the accuracy of the Charter School's financial statements;
2. an audit of the Charter School's attendance accounting practices, including the Charter School's pupil attendance records; and
3. an audit of the Charter School's internal administrative and fiscal controls, operations and practices.

LCPS reserves the right to, at its own expense, to conduct an additional audit at any time of the Charter School and/or its students to ensure that School Board interests are protected. Cash reserves shall be reported on all audits and budgets provided to the School Board by the Charter School.

24.0 Tuition and Fees. The Charter School shall not impose any pupil tuition, contribution or attendance fee of any kind as a condition of enrollment. All student fees must comply with state law and regulations and also with School Board Policy 4-2 (Student Fees and Charges) unless waived in writing by the School Board.

25.0 Insurance. The Charter School shall maintain adequate, customary and current policies in accordance with the approved application that address each of the following areas:

1. Comprehensive or Commercial General Liability
2. Worker's Compensation (for non-LCPS employees)
3. Property Insurance (for leased facilities) to address business interruption and casualty needs including fire and other hazards
4. Crime Insurance
5. Professional or Directors Liability (Errors & Omissions)
6. Catastrophic Student Accident Insurance

Certificates of Insurance listed above must be provided to the School Board as a requirement of this agreement and the Loudoun County School Board must be a named insured. All insurers shall be licensed by the Commonwealth of Virginia and rated B+ or better by A.M. Best or a comparable rating service.

26.0 Personnel Matters

1. The Charter School shall obtain the prior approval of the School Board for all positions except that the following positions have already been approved:
2. To be employed exclusively by the Charter School Board of Directors:
 - Principal
 - The principal position shall be full-time but may include up to one-half (1/2) time teaching, if properly licensed, at the Charter School.
 - Secretary (2 positions)
 - Chorus Teacher
 - Strings Teacher
 - STEAM Coordinator
 - (Custodial services are currently outsourced)

All classroom FTE teacher positions will be LCPS employees employed by LCPS unless otherwise approved.

Teaching assistants may be LCPS positions or may be hired directly by the Charter School Board of Directors, provided the number of such positions has been approved by the School Board.

3. Classified (non-licensed) staff are “at-will” employees and shall have no right to re-employment by LCPS or assignment or re-assignment to LCPS if their employment at the Charter School should end for any reason.
4. Except for the principal and others hired directly by the Board of Directors, eligible licensed personnel working at the Charter School shall have re-assignment rights back to LCPS if their assignment ends at the Charter School only if the eligible licensed employee was employed by LCPS as a licensed employee in the school year immediately preceding the re-assignment to the Charter School. Any eligible licensed employee employed at the Charter School on June 30, 2017, shall be grandfathered for this provision.
5. The Charter School and those eligible licensed employees with re-assignment rights back to LCPS as stated above shall communicate in writing their intentions to the Department of Human Resources and Talent Development (HRTD) by a deadline established annually in advance of the first destaffing/transfer opportunities as determined exclusively by HRTD.
6. The position of Principal shall be an employee of the non-profit corporation of the Charter School and hired by its Board of Directors.

- a. 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 Committee 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 7302 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 Chair and the Chair 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.

26.1 Charter School employees who have not been employed by LCPS in the year immediately preceding their employment in the Charter School must still comply with legal requirements, including, but not limited to, background checks and proper licensure through the State Board of Education and Virginia Department of Education. For employees who previously were LCPS employees in the year preceding their assignment to the Charter School, the Charter School will fully cooperate with LCPS and will follow the School Board personnel policies that address such issues as, but not limited to, hiring and termination of personnel, terms of employment and compensation, grievance procedures, evaluations and set clear expectations for employee performance and conduct consistent with School Board policies unless waived by the School Board. The Charter School shall not promise employment to any prospective employee and shall not permit the person to begin employment until all licensure, immigration, work authorization status, background checks and any other personnel matters have been officially approved by LCPS department of personnel services.

26.2 All Charter School employees, regardless of whether or not LCPS employees on assignment, must still comply with legal requirements, including, but not limited to, background checks, I-9 forms and proper licensure through the State Board of Education and Virginia Department of Education. All background checks and I-9 forms are to be submitted to LCPS for review and approval. I-9 forms shall be satisfactorily completed within three days of employment. LCPS will determine if a background check and I-9 form is satisfactory for continued employment.

26.3 Licensure. All teachers, guidance counselor, librarian and principal working for the School must hold and maintain teacher or other appropriate license from Virginia Department of Education (VDOE) and shall teach in the content area and/or grade in which they are certified for at least a majority of their classes. The School must select for hiring appropriately licensed teacher if the applicants for an open teaching position at the Charter School include an appropriately licensed teacher. LCPS shall identify to the Charter School all applicants deemed eligible for hire by LCPS for an open position.

26.4 Administrators. The principal/instructional leader must hold an appropriate administrator's license from VDOE when the School is operating.

26.5 Evaluation. The Charter School is required to comply with the observation and rating processes in accordance with School Board policy, State law and VDOE regulations. This includes the use of LCPS approved observation and evaluation instruments, versions of which will be made available to the School. The School must return the completed forms to LCPS within 30 calendar days of the rating.

26.6 LCPS-initiated Personnel Audit/Inspection/Interviews. LCPS reserves the right to, at its own expense, to conduct an audit, inspection or interviews at any time of all personnel and staff providing services for the Charter School and/or its students to ensure that School Board interests are protected and laws are followed. This shall not prevent LCPS from conducting any personnel investigations it deems necessary upon reasonable notice to the Charter School.

26.7 Virginia Retirement System (VRS). If for any reason, the local, state and federal tax-exempt status of the VRS and/or the Loudoun County School Board and/or the tax-exempt participation in VRS by Charter School employees (whether or not previously employed by LCPS) should be in doubt to any extent whatsoever and for any reason, as determined by the Loudoun County School Board, then the parties shall re-negotiate this agreement to remove any doubt. The Charter School shall indemnify, defend and hold the School Board, its employees and agents harmless on all costs, obligations, payments or any other loss related to VRS, the Charter School and/or the employees (whether or not previously employed by LCPS working in the Charter School regarding participation and tax exempt status in or of VRS or the School Board. The Loudoun County School Board makes no representation regarding the right of non-LCPS employees of the Charter School to participate in VRS and the Charter School will process the Charter School's employer and employee contributions to VRS for non-LCPS employees. This shall create no liability for the School Board.

26.8 Employee Complaints and Grievances. Any employee complaint or grievance initiated by or on behalf of an LCPS employee assigned to the Charter School will follow the process set forth in School Board policy. Whenever the word "principal" is used in connection with a complaint or grievance, that word will mean the principal or instructional leader of the Charter School. Any complaint or grievance that proceeds beyond the principal's level will be processed in accordance with School Board policy.

26.9 Employee Discipline. In the event of discipline regarding a non-LCPS employee, the Charter School shall bear and be responsible for any legal fees and costs, court reporter fees, transcript costs and other items associated with employee discipline. LCPS will bear such costs for LCPS employees assigned to the Charter.

26.10 Adverse Actions. The Division Superintendent or his designee may issue a notice of intent to dismiss, suspend, re-assign or non-renew the employment of any LCPS employee assigned to the Charter School in accordance with School Board policy and law after conferring with the principal. The Charter School will cooperate in reasonably assisting in the process.

26.11 Personnel Files. LCPS will, in accordance with the terms of this Agreement, create and maintain an official personnel file (OPF) for each LCPS employee assigned to the Charter School. The School will maintain a local school file (LSF) for each LCPS employee at the school including all permanent and temporary staff. The Charter School will submit all required original documents to LCPS for inclusion in the OPF. Such documents will include, but may not be limited to: signed and dated performance evaluations, classroom observations, counseling letters, and disciplinary documents. If an employee transfers to another LCPS school or work location, the Charter School will forward the LSF to the new location. Upon an LCPS employee's separation from employment of the Charter School, the School will send the file to the LCPS Employee Records File Room.

26.12 Records Retention. The Charter School will comply with the LCPS and the Library of Virginia records retention process, policies and schedules and will limit the number of personnel who will have access to employee files, and maintain confidentiality of the LSF. Files must be appropriately secured in a locked cabinet, and in a locked office, to ensure that privacy is maintained. The School is responsible to ensure that employee files are accounted for at all times.

26.13 Confidentiality of Information. Furthermore, if an outside contractor or other such vendor of the Charter School has access to confidential information, measures to safeguard employee data from outside contractors will be the sole responsibility of the School. If a security breach occurs arising out of Charter School's own technology or use of any technology in the school, the Charter School will be responsible and liable for the costs associated with the security breach and remediation.

26.14 Substitutes. The Charter School's teachers must use the LCPS substitute system to report all absences and, if needed, to secure substitute teachers who will teach the class(es) in the event of a teacher's absence. The Charter School will be responsible for the cost of any substitute(s) required to fill daily vacancies in their school resulting from scheduled or unscheduled absences. If requested, the Charter School will provide evidence that they have instructed their staff about the expected use of the substitute system, in compliance with LCPS guidelines for all teachers and teaching assistants.

26.15 Professional Development and Substitutes. If LCPS requires any Charter School employee to attend LCPS-provided professional development, LCPS will bear the cost of any needed substitute. If LCPS makes space available at LCPS-provided professional development for the Charter School, then the Charter School shall be responsible for the cost of the substitutes, if needed.

26.16 Any and all substitute teachers or other staff that may be necessary so that classroom teachers and staff can attend any and all special education meetings, due process or court hearings, IEP team meetings, 504 meetings as well as to attend any and all meetings related to ELL services shall be at the sole expense of the Charter School.

26.17 Workers Compensation. The Charter School is responsible for obtaining its own Workers' Compensation coverage and will indemnify, defend and hold LCPS harmless on any and all workers' compensation claims and costs related to employees working at the Charter School. The Charter School shall require its workers' compensation insurer to list the Loudoun County School Board as additional named insured.

26.18 Employment of Foreign Nationals. Candidates who fail to produce required official documentation proving their eligibility for employment will not be hired, and those for whom documents are subsequently found to have been falsely completed, expired or lapsed will be deemed to have forfeited their position and resigned. The Charter School shall not sponsor any candidates on H-1B visas. The Charter School represents and warrants that the Charter School does not, and shall not during the performance of this Agreement, knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. The Charter School must have the approval from the School Board's Department of Human Resources and Talent Development (HRTD) prior to hiring any employee and all employees must be and remain legally eligible for employment in the United States at the time of hire and thereafter.

27.0 Criminal Background and History Review. The Charter School shall insure that all employees and contracted instructional vendors receive state and federal criminal background checks, including child abuse and neglect checks, in accordance with Virginia law (Sections 22.1-296.1, 22.1-296.2 and 22.1-296.3) prior to employment and that no employee is employed who has a prohibited conviction under Virginia law. The Charter School shall use the School Board's

Department of Human Resources and Talent Development (HRTD) to conduct the fingerprinting and to request the background checks.

28.0 Funding Process. The Charter School shall cooperate in any required processes to ensure the appropriate and timely reporting of data and the transfer of funds to the Charter School in accordance with the law.

28.1 Funds. To the extent it is constitutionally valid, the School Board shall disburse to the Charter School an amount of per pupil funds for school aged students that is commensurate with the amount of the average school-based costs of educating students in the existing schools of the school division unless the cost of operating the charter school is less than the average school-based costs. The Charter School shall disclose all costs of operating the school. School Board funds received by the Charter School shall not be used or transferred for the use of any other charter school without the advance approval of the School Board.

28.2 Funds. Subject to the terms of this agreement and the law, LCPS will remit funds subject to certain deductions calculated on an annualized basis as follows:

1. The annual budgeted average per pupil funding (PPF) for LCPS shall be determined by LCPS based upon the actual appropriated funding from the Board of Supervisors and reconciled (if needed) by the School Board.
2. The number of Charter School students to whom the annualized per pupil cost amount shall be applied shall be based on Average Daily Membership (ADM). ADM is determined twice per year - once in September and once in March in accordance State law and regulations.
3. LCPS will make three (3) annualized calculations per year to adjust actual Charter School funding to the ADM throughout the year: a July projected calculation of the September ADM count, an annualized calculation based on the actual September ADM count and a final annualized calculation based on the actual March ADM count in the following fashion:
 - a. As early in July as reasonably possible and subject to appropriated funds, LCPS will reasonably estimate the projected September ADM count and multiply that pupil count times the PPF budgeted average per pupil funding (PPF) for LCPS.
 - b. Thereafter, LCPS will calculate the Special Education and English Language Learners Services (ELL) components of that PPF and multiply those component by the projected September ADM.
 - c. Next, the parties agree that the U.S. Department of Education federal indirect cost rate as calculated by the Virginia Department of Education (VDOE) shall be to represent the indirect or general overhead portion (also known as non-school-based cost) of the budgeted average per pupil cost for the school year of the Charter

School. Each year, when VDOE issues the new federal indirect cost rates, the new rate will become effective for the school year following the school year for which it was published to allow the Charter School time for planning and budgeting.

- d. Therefore, the resultant figure from Line A shall be reduced by the applicable federal indirect cost rate.
- e. The Special Education and ELL Services funding in Line B shall be reduced by the applicable federal indirect cost rate.
- f. Then, the resultant figure from Line D shall be further reduced by the resultant figures for Special Education and ELL Services from Line E.
- 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 employee benefit plans, for LCPS employees assigned to the Charter School will be reasonably estimated for the school year
- h. The resultant annualized figure from Line F shall be further reduced by the annualized resultant figure from Line G to arrive at the funding which will be remitted to the Charter School in equal quarterly installments, subject to deductions for amounts owed by the Charter School to LCPS, paid to the Charter School at the first of each quarter, until the next re-calculation based upon the actual September ADM count.
- i. Once the actual September ADM count is received, the above process will be followed to recalculate the funding remitted quarterly to the Charter School. The new annualized calculation shall be to adjust the payment up or down to the current calculation in the future payments to be made. The process is repeated again after the March ADM count is received. If the March annualized recalculation would result in an overpayment to the Charter School for the current school year, then the Charter School shall be liable for the overpayment within 30 days of invoice and the overpayment, if it continues, will continue to be deducted into the following school year from funds owed, if the Charter School continues to operate. If the Charter School ceases to operate, then the overpayment shall continue to be a liability of the Charter School to the School Board.
- j. Similarly, reconciliation of 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.

28.3 Funding Contingency. This Charter Agreement is subject to the annual budget approval by the School Board and the annual budget appropriations of funds by the County of Loudoun Board of Supervisors. If sufficient funding is not appropriated and approved for this agreement as determined by the School Board, then the agreement shall be cancelled with no liability to the School Board.

29.0 Service Agreements. If needed, the Charter School may separately request to negotiate with the School Board a cost-reimbursement service agreement service not already provided herein. The Charter School will make its own arrangements for school breakfast, if needed, and lunch.

30.0 Special Education (SPED) and English Language Learner (ELL) Services. The Charter School is a public school under the supervision of the School Board which is the local educational agency under federal and state law. As stated below, LCPS will be responsible for required SPED and ELL services and will retain those portions of the PPF from any funds due to the Charter School. The provisions of 27.16-27.18 herein regarding substitutes requires the Charter School to pay for any substitutes that may be necessary so that classroom teachers and staff can attend any and all special education meetings, due process or court hearings, IEP team meetings, 504 meetings as well as to attend any and all meetings related to ELL services.

30.1 General.

1. While LCPS will provide special education services, the Charter School will ensure overall compliance with all federal, state, and local statutes and regulations involved in educating students suspected of having an educational disability (see 34 CFR §300.111(c) (1) referencing §300.8), even though they are advancing from grade to grade, and students identified with disabilities who are in need of an Individualized Education Plan (IEP) or accommodations under Section 504. Each member of the School's IEP team (including all administrators, special educators and related service providers) shall attend any and all Special Education, database use, Student Information System (SIS) use and other training as required by the Superintendent.
2. Only the LCPS Special Education Supervisor has authority to bind LCPS for any services in an IEP or at IEP team meeting or due process or mediation session. The LCPS Special Education Supervisor shall be a required attendee at all IEP team meetings, due process hearings and mediation sessions.

30.2 Services. LCPS will be responsible for special education services, including IEP-required transportation, for students in accordance with the Individuals with Disabilities Education Act and the Individuals with Disabilities Education Improvement Act (20 U.S.C. § 1401 et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.). This includes full compliance with the special education IEP team process for students suspected of having an educational disability pursuant to 34 CFR §300.111(c)(1) or those already identified with an educational disability and who qualify for specialized instruction. The Charter School shall cooperate in facilitating these efforts.

30.3 IEPs. Federal and State regulations require the regular monitoring of IEP progress on a quarterly basis. This should be aligned with the Charter School's report card and grading system. If the School suspects that a child's needs exceed the ability of the Charter School to implement a student's IEP at the Charter School, the Charter School will expeditiously contact the assigned LCPS Department of Special Education personnel for a consultation. If LCPS staff together with the School IEP team determine that the School cannot implement the IEP, an IEP team meeting will convene to determine if the IEP is appropriate, revise as necessary, and determine placement. The Charter School's failure to comply with this provision, after notice and an opportunity to cure is grounds for revocation of the charter and may also, without the need for placing the Charter School on probation, result in a suspension of payments to the Charter School and/or revocation. Within two (2) days of the enrollment of each student, the Charter School shall supply the name of the student to the Director of Special Education to determine if the student has been found eligible for services in accordance with the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act and to arrange services. A LCPS Special Education representative or designee will be entitled to attend and participate in all IEP team meetings and any other activities related to the provision of special education and services to students.

30.4 Due Process Requests. The Charter School will work closely with LCPS to ensure that all students suspected of having an education disability pursuant to 34CFR §300.111(c)(1) or students with Individualized Education Programs (IEPs), and students with plans under Section 504, are provided with notice and overview of their due process rights. If legal counsel is required, as determined by LCPS, then LCPS-designated legal counsel will be used and the Charter School will cooperate as needed.

30.5 Medicaid Billing. The Charter School will cooperate in submitting billing documentation to the LCPS Third Party Billing Office for all special education students who are Medicaid eligible in accordance with LCPS billing procedures. LCPS will retain the reimbursement. The Charter School will be required to maintain all Medicaid paperwork in the student's cumulative folder for six (6) years. LCPS will ensure that Medicaid providers are credentialed in accordance with state regulations.

30.6 Special Education Compliance. The Charter School shall not discriminate against students with disabilities.

30.7 ELL Services. LCPS will be responsible for and provide needed ELL services.

30.8 Consultation. LCPS and the Charter School will cooperate and work together to insure that staff assigned by LCPS to perform SPED and ELL services to do so in manner that is

high quality while being supportive of the Charter School's curriculum and model to the extent possible.

31.0 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.

31.1 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.

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

IV. MISCELLANEOUS

32.0 Entire Agreement. The Parties intend this Agreement, including all exhibits and the revised renewal application, to represent a final and complete expression of their agreement, which shall be considered the contract. In any conflict or ambiguity, the terms of this Agreement shall take precedence over and preempt any related terms of the renewal application and its revisions as stated below under the heading of "Precedence". All prior representation, understandings and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document. The parties recognize that amendments to this Agreement may be approved from time to time hereafter but that they must be in writing and signed by the parties. In no event, however, is this Agreement intended to be an accord and satisfaction or any other compromise or waiver of any and all debt obligations owed by the Charter School to LCPS.

33.0 Drug-Free Workplace.

33.1 Policy. During the performance of the Agreement, the Charter School agrees to (i) provide a drug-free workplace for the Charter School's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Charter School's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Charter School that the Charter School maintains a drug-free workplace; and (iv) cause to be included the provisions of the foregoing clauses (vendor for the Charter School as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each vendor.

33.2 Definition. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement by the Charter School where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

34.0 LCPS Policies, Forms and Databases. The Charter School shall implement and abide by all LCPS policies unless specifically waived in writing by the School Board. The Charter School shall use all of the same forms used by the School Board for all operations, pupil and other matters and shall further utilize such electronic programs and databases as directed by the School Board or its designee.

35.0 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, or by regular U.S. Mail, postage prepaid which is not returned to sender within two (2) weeks of mailing to the following:

TO THE CHARTER SCHOOL:

David Quanbeck
37517 Quanbeck Lane
Middleburg, Virginia 20117

TO THE SCHOOL BOARD:

Division Superintendent or Designee
Loudoun County School Board
21000 Education Court
Ashburn, Virginia 20148

With copy to:

Stephen L. DeVita
Division Counsel
Loudoun County School Board
21000 Education Court
Ashburn, Virginia 20148

36.0 Indemnification, Disclaimer of Liability, Agency and Credit.

36.1 No Agency. The parties acknowledge that the Charter School is not acting as the agent of, the School Board and that the School Board does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, management committee or employees.

36.2 No Credit. The Charter School acknowledges that it is without authority to extend the faith and credit of the School Board to any third party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the school system that the obligations of the Charter School under any vendor agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the School Board.

36.3 Indemnification. The Charter School shall indemnify, hold harmless and defend the School Board and its officers, directors, agents and employees from any and all claims, demands, suits, actions, penalties, proceedings, losses, costs, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the local school system on account of any action or inaction of the Charter School, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter School.

36.4 Dissolution. The parties acknowledge that the School Board is not liable for the claims, loss, damages, debts or financial obligations of the Charter School.

36.5 Notice of Claim. The Charter School Board shall give the School Board prompt written notice of any legal claims made against the Charter School arising out of its operation of the Charter School immediately upon receipt of such claim.

37.0 Waiver. The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

38.0 Assignment. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School without prior written approval of the School Board.

39.0 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws of the United States. Any litigation arising out of this Charter Agreement shall be heard in the Circuit Court for Loudoun County, Virginia.

40.0 Dispute Resolution. Prior to the filing of any lawsuit in court, any disputes that may arise shall be submitted to the Division Superintendent or his designee for resolution. If a resolution cannot be reached with the Division Superintendent or his designee within thirty (30) calendar days of submission in writing, the dispute may be submitted to the School Board for resolution. The School Board's decision regarding any dispute shall be final. The School Board shall render decision within ninety (90) days of the School Board's receipt of the written submission requesting an appeal to the School Board level. The Charter School must exhaust this process prior to the filing of any lawsuit or seeking any other remedy.

41.0 Amendments to Law. The parties intend that where this Agreement references federal or state laws or regulations, or School Board policies and regulations that they be bound by any amendments to such laws, policies or regulations upon the effective date of such amendments.

42.0 Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.

43.0 No Third Party Beneficiary. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the

School Board and the Charter School. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person, parent, student or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

44.0 No Joint Venture. This agreement shall not be construed as creating a joint venture between the School Board and the Charter School. The Charter School shall be a public school in the School Division, but shall operate independently subject to the terms of this agreement, law and all School Board Policies, Regulations, rules, practices and directives unless waived in writing by the School Board.

45.0 Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, which shall together constitute the original contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

46.0 Material Amendment. Any material amendment to this Agreement must be in writing and will be effective only with written approval of both the School Board and the Charter School.

47.0 Precedence. This agreement shall be the full charter school contract of the parties. If any conflicts or ambiguities whatsoever exist between the application and this agreement, then the terms of this agreement shall supersede, preempt and take precedence over any conflicting or ambiguous terms in the Charter School revised application which shall be deemed null and void on those matters.

48.0 Compliance. The Charter School shall operate consistent with the terms of this Agreement and applicable law; it shall govern and manage the Charter School in a fiscally responsible and sound manner; and shall achieve the pupil outcomes set out in the revised application and this Agreement. The Virginia Standards of Quality, Standards of Learning and Standards of Accreditation are applicable at all times. The obligations of the Division Superintendent under Section 22.1-136 of the Code of Virginia (school fitness for occupancy) shall not be impaired or impeded by any provision contained in this agreement.

49.0 Copyrights, Logos or Trademarks. The Charter School shall not use the copyrights, logo or trademarks of the School Board, LCPS or any of its schools without the advance written consent of LCPS.

50.0 Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Agreement or any particular provision herein.

51.0 Local Policy Waivers. The School Board waives the application of the following policies to the Charter School:

1. Policy 4310 (Purchasing Authority)
2. Policy 4320 (Methods of Procurement)
3. Policy 4330 (Purchasing)

4. Policy 4370 (School Board Contract Approval)
5. Policy 5-5 (Assessment and Grading)
6. Policy 5-7 (Selection and Review of Library Media Center Instructional Materials) and Policy 5-19 (Textbook Adoption) but except the complaint procedures for Policies 5-7 and 5-19 shall continue to be followed.
7. 8-20 (School Assignment)

52.0 Facility Rental. Only for so long as the School Board is the title owner of record of the real property, the parties agree that the revenue received from third parties for the rental of the facility (if not needed by the county parks and recreation department) shall be retained by the Charter School and that the Charter School is responsible for the facility during all such rentals in accordance with school board policies and this contract.

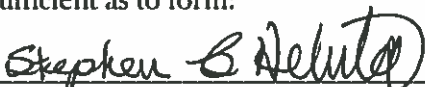
SO AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By 
Chair of the School Board

Date: 4/24/2017

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: 24 APR 2017

EXHIBIT 1

MIDDLEBURG COMMUNITY CHARTER SCHOOL

2017 RENEWAL APPLICATION

(Updated March 1, 2017)

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Executive Summary I

Ia. Executive Summary:

The Middleburg Community Charter School will continue to prepare students for success in further education by enabling students to recognize and experience a broader range of choices for future endeavors by preparing them to be responsible and empowered in their own education. This will lead to a more creative, motivated, and passionate student body. In the drastically changing global economy, it is never too early to innovate and design a better more creative way of teaching our kids to think and self-educate. These are lessons that will lead to a lifetime of learning and retention of ideas. Additionally, STEAM and project based learning will further enhance the students' learning experiences.

The target student population is the Kindergarten through Grade 5 aged student population of Middleburg and surrounding communities with the exploration of adding grades 6-8. Currently, the school welcomes applications from any K-5 student in Loudoun County and requires parental involvement as a condition of enrollment.

In order to promote community understanding and involvement, MCCS continues to partner with various for-profit and non-profit organizations to bring the flavor, the experiences, and the culture of Loudoun County into our curriculum and our school community. Exposure to the economic system in Loudoun County both currently and historically will give the children a deeper understanding of where they live, as well as expose them to ideas and careers that may ignite curiosity and passion within them.

The school continues to distinguish itself from other LCPS schools with an interdisciplinary academic program, extended calendar year (August to June), full day kindergarten, multiage classes (for all six grades), and by incorporating STEAM into the Leonardo da Vinci influences all we do at the Middleburg Community Charter School. Our goal is innovative programming that promotes our vision and mission.

Ib. Curricular Model:

MCCS implements an interdisciplinary theme based curricula influenced by the works of Leonardo da Vinci as the school's instructional delivery through a project based approach while integrating the arts into STEM lessons aka STEAM. MCCS will continue to give children a solid foundation in reading, writing, math, social studies, science, music, art, physical education and dance so as not to foreclose any future careers or interests. Our interdisciplinary approach will weave these core subjects together to give further meaning and reference to each subject and the role that each discipline plays in our world. The school will continue to build its interdisciplinary thematic curriculum around the SOQ's and SOL's that are mandated by Virginia and provided by Loudoun County in all of its public schools. Through participation in the Harvard Institute Project Zero professional development, teachers will bring together "insights from the natural and social sciences, the arts, engineering and the humanities to produce explanations, create products, ask new questions, and find solutions to contemporary issues. The teachers will help their students see the purpose of education as nurturing individual human potential and promoting societal growth and well-being." (PZ Interdisciplinary & Global Studies). (The retired principal, Ms. Miriam Hughey-Guy, will continue to act as an advisor and mentor with Middleburg Community Charter School.)

Education Components II-V

II. Mission Statement:

Utilizing a Leonardo da Vinci-inspired curriculum, Middleburg Community Charter School (MCCS) inspires students to become confident, caring problem solvers aware of their connection to their family, community, country and the world. A dedicated staff and small school environment provides children with the attention and resources to become curious and confident learners utilizing essential 21st century skills. The communication, collaboration, and critical thinking skills they learn equip them to become productive global citizens.

MCCS Vision

Build a creative, committed community of learners equipped to better understand and thrive in the 21st century world. Inspired by the life and work of Leonardo da Vinci, MCCS will tap into students' inherent curiosity through a hands-on, innovative education.

IIa. Student Academic Proficiency-

MCCS students will meet or exceed the following pass rate requirements to maintain "Fully Accredited" status from the Virginia Department of Education:

Reading	75
Math	70
Social Science	70
Science	70

IIb. Student Academic Growth-

Eighty percent (80%) of all students will make proficiency or growth targets as evidenced by performance on the PowerSchool Student Growth Assessment.

IIc. Achievement gaps in Proficiency-

Achievement gaps will be identified in both proficiency and growth between the major student subgroups based on gender, race, poverty status, special education status, English language learner status, and gifted status:

All major student subgroups will reach proficiency or decrease the achievement gap by ten (10) percent each year until proficiency is met or the gap is eliminated as evidenced by the Standards of Learning assessment.

IId. Attendance-

The Average Daily Attendance for Middleburg Community Charter School will be 94% or greater.

IIf. Recurrent Annual Enrollment:

Based upon the past 2 years' annual enrollment, the estimated recurrent annual enrollment for the next 3-5 years will be 90% or greater.

IIf. Financial performance and sustainability:

The fund balance will remain between 2% and 6% of the budget operating income. Reserves contributed by donations and funds in a capital equipment account may exceed the 6% limit.

Ilg. Performance and stewardship of the management committee

Annual financial audits will result in MCCC receiving an "unmodified opinion."

Iih. Other additional rigorous, valid and reliable indicators proposed by the Charter School to augment external evaluations of its performance:

Based on an annual "Similar Schools Report" provided by the LCPS Research Office, MCCC will maintain SOL pass rates that fall within five percentage points of the mean pass rate for similar schools in English, Math, Social Science, and Science.

All students will demonstrate at least one year of academic growth as evidenced by PALS K-1 and DRA 2-5.

School progress and satisfaction will be measured by an annual Board-directed survey resulting in 85% or greater satisfaction rating.

Average annual grants and community contributions for the next three-five years will make up 5% of the operating budget.

Ili. Student performance data by all student groups shall be disaggregated.

All students will demonstrate at least one year's growth as evidenced in PowerSchool in 2017-18, while transitioning into the use of Measure of Academic Progress (M.A.P.), PALS K-1, DRA 2-5 and the Brigance (Reading and Math) over 3-5 years.

III. Evidence of Support:

The school focuses on our rural community, and has support from the Town of Middleburg, local businesses and farms and several educational institutions of Western Loudoun. The Middleburg community is essential to the success of our Charter School. The Mayor and Town Council have been involved and have provided support. We all have a common goal to keep our school open and to continue to provide excellent education for our community. The 2014-15 and 2015-16 annual reports include the results of the school surveys. There have been several appearances of families at the School Board meetings expressing their satisfaction of M CCS. Support spreads throughout Western Loudoun and continues to grow.

IV. Statement of Need:

Middleburg Community Charter School (M CCS) meets Loudoun County and Middleburg's need for a community based elementary school that develops the whole child, promotes diversity and levels economic barriers through innovative educational approaches that have proven successful in other states and school systems. Since the closure of MES and the opening of M CCS, enrollment has increased from 59 to 131 students as of January 2107.

The current demographic profile of the student body is 7% Asian, 6% Black, 8% Hispanic, 74% White, and 5% Multiracial. The Middleburg Charter Community School plans to continue to educate Windy Hill Community's children and continue the relationship with the Windy Hill Foundation

V. Educational Program:

1. A description of the academic program is aligned with the Standards of Learning.

The instructional model for Middleburg Community Charter School begins with teachers that are highly qualified in their current teaching assignments. At least one teacher has graduate level degree and advanced teaching certification in reading and language arts to assist teachers with planning and developing units in the language arts program for all levels with special attention to reading in the K-2 classes. One teacher certified in ESOL will teach and be responsible for the curriculum and instruction for the English language learners with emphasis on ensuring a rigorous and engaging program within the classrooms as well as through pull-out instructional support as needed. M CCS has on staff a certified and experienced special education teacher to provide direct services in collaboration with the classroom teachers to students with IEPs. All teachers participate in gifted education workshops to address the needs of the identified gifted student. Additionally, through a VDOE grant, the school hired a full time STEAM coordinator to enhance and expand the instructional program through teacher training and modeling using the interdisciplinary curriculum through project based learning influenced by the works of Leonardo da Vinci. These staff members will serve as mentors to colleagues who aspire to become highly proficient in specific subject areas.

The music program is taught by the Community School of the Piedmont, a community non-profit that has experience in teaching elementary school students in vocal music and in a variety of instruments.

2. MCCA' Instructional Design

To gain the benefits of combined grade classes, children will be grouped in multi-age classes of KG through 1, 2 through 3, and 4 through 5. (Exploration is underway to include 6 through 8 grades.) Use of the combined grade, or multi-age, class brings tangible benefits to the students not available to those in a single grade class. In a multi-age classroom, children gain skills in socializing across ages and peer groups. Younger children benefit from a more stable and secure learning environment since their teachers don't change year-to-year. They are able to see what lies ahead and have a behavior model to observe as the older students work at a more advanced level. The students who are able to progress faster in specific skills or areas can be integrated into more advanced lessons.

3. Enrollment per grade level for the term of the charter contract.

MCCA' minimum enrollment per grade will be 20 students with a maximum of 24 per grade with a total school enrollment of 120-144 during the term of the contract.

4. Plans for identifying and successfully serving: a) students with disabilities; b) English Learners (ELs); students who lag behind academically; and d) gifted students, including compliance with applicable laws and regulations.

MCCA and LCPS will work together to deliver a quality instructional program for students with disabilities. MCCA staff will comply with applicable laws and regulations.

Students with Disabilities

MCCA will provide a continuum of services for students with disabilities found eligible to receive special education services. Identifying a student as eligible for special education services is a carefully managed process guided by State and Federal regulations, as well as LCPS Special Education policies and procedures. Evaluations required to make this determination are completed only with parent/guardian permission.

School-based student study committees review available information regarding students who are experiencing problems that adversely affect their education performance. Students suspected of having a disability are referred for evaluation. An eligibility committee at the student's school reviews assessment data from school-based evaluations as well as any information provided by parents to determine if the student has a disability which requires special education services. When a student is found eligible for special education services, an Individualized Education Program (IEP) is developed with the participation of the school staff, the parents/guardians and the student (when appropriate). An IEP is a statement of the special education and related services that will be provided to the student, which is updated at least annually throughout a student's eligibility for special education.

English Language Learners

MCCA believes that all English learners achieve their fullest linguistic, academic, cognitive and social potential while building upon their diverse language and cultural backgrounds. The MCCA ESOL teacher will collaborate with LCPS staff to support and monitor instruction to accelerate student progress.

The English Language Proficiency Standards are aligned with the academic standards of the classrooms with ELL students. The instruction ensures that English learners attain English proficiency in order to develop high levels of academic achievement as measured by local/statewide assessments and WIDA English Language Proficiency Standards in listening, speaking, reading, and writing. The instructional strategies are research-based using a variety of methods and best practices that integrate the language and content.

Academically Challenged Students

The school has designed extended learning opportunities through Intersessions, Saturday Academies, and After School Intervention activities as targeted learning opportunities for improving academic performance for all student groups, especially the ones referenced above. These extended learning opportunities provide remediation, reinforcement, and enrichment activities for all students. These timely and targeted learning opportunities will help students avoid accumulated learning loss, which is especially important for subjects such as math that require students to master core concepts before they can move on to new materials. Intersessions, Saturday Academies, After School Interventions, and shorter summer breaks are beneficial for students that have few educational opportunities outside of school.

Gifted Students

MCCS which complies with Virginia Regulations Governing Educational Services for Gifted Students based on the following concepts:

- Giftedness is developmental; it is potential which must be nourished;
- Gifted students share some characteristics with all other children; and
- There is variability among the gifted.

Currently, MCCS gifted services eligibility process identifies students in the following areas:

- Specific Academic Aptitude: students with specific aptitudes in the academic areas of mathematics, science, English, social studies
- By the end of the 2018 school year: Students with specific aptitudes in visual art and/or instrumental or vocal music areas will be referred for consideration.

5. Co-curricular or extracurricular programs

Middleburg Community Charter School follows a modified year round calendar and partners with the Middleburg Community Center to implement after-care. The year-round school calendar provides two benefits compared to the nine-month calendar. First, students suffer less loss of knowledge and atrophy of skills with a summer break only half the length of the current break. Second, the two two-week intersessions between grading periods serve as opportunities to offer short courses tailored to the needs of the student body. When funds are available, MCCS offers a Summer Intersession and Saturday Academy.

6. Student discipline policies, including discipline policies for special education students

MCCS' student discipline policies, including discipline policies for special education students will follow the LCPS policies and procedures. Additionally, incident reports will be documented and submitted as required.

7. Opportunities and expectations for parental involvement

All parents are welcomed and invited to participate in their child's education. As part of the registration process, parents agree to commit to at least 6 hours of volunteer services during each semester. Involvement activities included, but not limited to, PTO activities, parent/teacher conferences, classroom activities, field trips, SMT members, etc.

8. LCPS will provide special education/504 services, but the MCCS will remain responsible for legal compliance.

Logistical Components VI-VII

VI. Enrollment Process:

The admission process for Middleburg Community Charter School will be consistent with federal Charter School Guidelines, LCPS and applicable state laws, regulations and constitutions regarding discrimination, including prohibition of discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or the need for exceptional education services.

MCCS recommends continuing the lottery process which has worked well for the first two years and is summarized here:

- All students enrolled for the 2016-17 school year who wish to return are grandfathered into MCCS upon opening in August 2017.
- Of the new seats available for August 2017, up to half can be reserved for students residing in the former Middleburg Elementary School's attendance zone. In addition to this priority group, siblings of returning students who wish to attend will have priority over students who have no siblings in the student body.
- Numbers are assigned to each applicant and then numbered balls corresponding to the applicants in each priority group at a particular grade level are placed in a hopper. The numbers, separated by grade level, will be placed in a hopper. The numbers for each priority group-grade level are drawn during a public session which is video-taped session and observe by a representative from an accounting firm that acts as a neutral observer.

MCCS is founded on the belief that parent/guardian/family support and involvement in their children's education is essential to students' academic success. Therefore, parents/guardians will, as part of the admissions contract, commit to six hours of volunteer service to the school per quarter. Understanding that working parents will find it difficult to serve these hours during the school day, MCCS will offer numerous opportunities for families to fulfill the contractual requirements.

Admission timeline:

- January– Registration Opens - applications online and at the school
- April – If the present enrollment plus the applications submitted is less than maximum capacity of the school the parents are notified of the student's acceptance at M CCS.

If this total exceeds the maximum capacity, then the lottery is implemented with the applications received as of March 31.

Transfers:

Students that desire to transfer from LCPS to M CCS will follow the county guidelines and the principal at their present school will initiate the application and it will be submitted to LCPS and the principal at M CCS for submission to the Admissions committee. The Admissions committee will follow the guidelines noted above and notify all parties as to the status of the request within three business days.

Those students who want to transfer from M CCS to LCPS will follow the county guidelines and complete the process through M CCS principal.

VII. Transportation, Food Service, and Operational and Ancillary Services:

M CCS provides transportation (private) to and from school to those who need it at identified hub locations throughout the county. Transportation for field trips are provided by PTO funds and other grants/donations.

LCPS will be responsible for transporting IEP eligible students with disabilities who require special education transportation in order to attend M CCS.

Food Services

M CCS will use a local provider for food services for students and staff that meet or exceed the state and federal guidelines.

Business Components VIII-XII

VIII. Economic Soundness:

1. M CCS' financial plan, including financial controls and audit requirements.

This section presents a financial plan based on projected budgets for the next five years, FY18-FY22, of M CCS operations. The operations, staffing, and budget of the current year, FY17, are taken as the baseline to project a budget for each of the five years. After discussing the projected budgets, this section ends with a discussion of the how the Charter Board will implement financial administration and reporting. Projected Budgets To project budgets for the five-year period FY18 to FY22, we started with the current budget based on FY17 staffing and operations.

Anticipated changes in operations, staffing, income, and expenditures in future years are incorporated into the budget projections in successive years as discussed below. The five-year budget and five-year staffing plan referred to in the discussion are attached. Since the starting point for future year budgets is the FY17 budget, we assume constant FY17 dollars in the future budgets. That means we have incorporated no inflation in either income (per pupil funding) or expenses. To the extent LCPS per student funding matches the average rise in school costs, this assumption allows for a more transparent comparison of the budget over future years. When deciding future staffing, expenses, and income we strove to make conservative choices to ensure a significant positive net balance in income minus expenses each year. This will allow MCCS to build and maintain prudent cash reserves and provide the School Mission Team flexibility in implementing the educational program as well as maintaining and investing in the facility in future years.

Financial Administration and Reporting

The Board of Directors of the charter school will continue to be responsible for the financial operations of the charter school. The financial duties include overseeing the distribution of MCCS funds, preparing an annual budget, ensuring adherence to the budget, preparing monthly financial reports, preparing the IRS form 990, and assisting in an annual audit by an independent entity chosen by LCPS.

Audits for FY14 and FY15 have been completed and results provided to LCPS. Working with the auditor, the BOD has taken steps recommended by the auditor to improve financial controls each year. In addition to the independent audit, the BOD retains the service of a CPA to prepare the IRS Form 990 annually and to review the payroll finances and IRS reports at the close of each calendar year.

2. Five-year budgets with clearly stated assumptions.

FY18 Budget –In the first year of the five-year projection, there are three notable changes from the current FY17 budget. First, there will be an enrollment increase to 144 with no change in staffing as classes currently below 24 students will be filled next year. Second, per the agreement between MCCS and the School Board, a higher indirect rate of 9.4% will be in effect in FY18 compared to the current 5.8% rate. (MCCS is asking in the renewal contract that a fixed indirect rate be negotiated). The third change expected next year is that MCCS will provide ELL services to its students as opposed to the current arrangement whereby LCPS provides ELL services in exchange for a deduction from the per pupil funding of \$298 per pupil. In its place, MCCS intends to provide a stipend to the MCCS teacher providing these services estimated to be \$7500. The remaining income and expenses for FY18 are assumed to be approximately the same as in FY17 with one exception. Instead of the approximately \$75,000 in yearly donations from the Western Loudoun County Community Schools Foundation (WLCCSF) and private donors that MCCS has received in its first three years, we assume only \$50,000 in FY18 and 2 subsequent years. This is a conservative assumption that also reduces pressure on the WLCCSF which plans to increase its efforts to build the endowment intended to support MCCS. This endowment growth is planned to coincide with the renewal of the MCCS charter which will provide large donors evidence of a successful track record and confidence in the long term viability of MCCS. In the attached budget summary, the income and expenses for each fiscal year are listed in one column. Next to that is a column titled “Remarks”. For FY18, the remarks column provides

additional information for some of income and expense item. For successive years, the remarks column highlights when there has been a change to an income or expense item from the prior year.

FY19 Budget - One major change is anticipated in the budget for FY19. FY18 is the last year of the three-year Year Round School (YRS) grant that MCCC received from VA DOE. By funding a robust intersession program, this grant supports a major educational benefit of our modified year 'round calendar. This grant allows MCCC to employ licensed teachers and provide student transportation for intersessions, and one full time position, a STEAM coordinator. We anticipate that the SMT will desire to maintain the STEAM coordinator position as it is a valuable component of the curriculum at MCCC. To accommodate the loss of the grant, MCCC will assume the expense of the STEAM coordinator and will reduce the funding for TA's by one FTE to help absorb this expense. MCCC will seek grant funding to replace the loss of the YRS grant and maintain the current level of intersession support but to be consistent with our intention of budgeting conservatively, we do not assume that new grant funding will be available to replace the YRS grant funds. Finally, since the YRS grant is a matching grant that requires a 20% funding match from MCCC, it should be noted that the major impact of the loss of the YRS grant is not a loss of funds to our core SOQ required curriculum but to program enhancements in terms of a robust intersession and the STEAM coordinator. MCCC will strive diligently to obtain funding to continue these valuable enhancements.

FY20-FY22 Budgets - There is one significant change for the FY20 budget over the FY19 budget. In FY19, MCCC completes payment of the arrearages for Technology and Support Services invoices incurred during the first two years of the MCCC contract. This reduces expenses in FY20 and subsequent years by about \$33,000 per year. We do not assume these savings are directed to other expenses such as replacing the TA FTE reduced in FY19. Instead, the SMT will make the decisions in conjunction with the MCCC BOD on how to manage the budget in the out years.

3. Cash flow projections with clearly stated assumptions.

The five-year budget chart includes a row at the bottom showing the fund balance projected for FY18 through FY 22. This figure is the sum of the estimated fund balance from FY17 with projected net income each successive year. The projected budgets for FY18 through FY22 show that MCCC has a financially viable future. We expect that in the future, a portion of the fund balance above the level needed for prudent operational cash reserve can be allocated to a fund to support the long-term needs of the MCCC facility.

4. Evidence of anticipated fundraising contributions and grant applications.

MCCC has demonstrated the capacity to attract significant donations and grant funds in its first three years. Given our conservative financial assumptions, we expect that by continuing the success in obtaining grant funding and donations, MCCC will be able to provide enhancements to its core program in the future that meet or exceed those of our first three years. In future years, MCCC intends to develop donations from the immediate school community as well as corporate supporters to support operational funding. At the same time, we intend to reduce our reliance on

donations from WLCCSF to allow that fund to focus on building an endowment to support the long-term viability of M CCS facilities. Finally, we expect revenues from PTO fund raising events and donations to continue at the robust levels experienced in the first three years of M CCS. Based on experience, a conservative projection for these revenues is \$20,000 per year. These funds appear indirectly in the budget in that PTO funding covers 100% of field trip costs as well as educational assemblies at M CCS throughout the year.

5. A sound facilities plan, including backup or contingency plans, if appropriate.

The facility for the Middleburg Community Charter School is the former Middleburg Elementary School building located at 101 North Madison Street, Middleburg, Virginia 20117. This building has been used as an elementary school since 1911 and is the property of the Loudoun County School Board. The school will meet all federal, state and Loudoun County guidelines for occupancy, health and safety and capacity. There are no current plans for alteration or renovations to the building.

Facilities management will continue to be overseen by LCPS Support Services under a contract with M CCS. The facility will be maintained in a manner ensuring compliance with the Virginia Statewide Building Code (13 VAC 5-63) so that the following factors are satisfied:

- The physical plant will be accessible, barrier free, safe and clean;
- Provide for the proper outdoor display of flags of the United States and the Commonwealth of Virginia;
- Provide suitable space for classrooms, administrative staff, pupil personnel services, library and media services, and for the needs and safety of physical education;
- Provide adequate, safe, and properly-equipped laboratories to meet the needs of instruction in the sciences, technology and fine arts;
- Provide facilities for the adequate and safe administration and storage of student medications.

M CCS will maintain records of regular safety, health and fire inspections that have been conducted and certified by local health and fire departments. The frequency of inspections will be the same as for other LCPS schools and will be conducted in consultation with the local health and fire departments.

Unplanned, semi-permanent displacement due to partial or complete destruction of the building will be covered in the M CCS Emergency Plan developed by the Facilities Committee. The Disaster Recovery portion of the Emergency Plan will define the immediate post disaster actions, including the relocation of classes to alternate locations. The Facilities Committee will expand its role to include identifying alternative sites should the existing facility be destroyed or is not accessible for an extended period. Additionally, the Facilities Committee will secure documented assurances from managers, agents, or owners that those facilities will be available if needed. Assurances will be updated annually.

6. Past audits of the Charter School's financial statements, pupil attendance accounting practices, pupil records maintenance and internal and administrative and fiscal controls, operations and practices are without negative or cautionary comment.

The audits for FY15 and FY16 were performed by an auditor contracted by LCPS. The results of the audits are posted on the LCPS financial services web site. The financial statements resulting from the audit are present in paragraph 8 below.

7. The federal indirect cost rate as stated in the existing contract will be used.

As agreed to between the School Board and MCCC, the federal indirect rate delayed by one year will be used. Since the indirect is not published until after the fiscal year begins, delaying its application by one year allows MCCC to use the prior year's indirect rate which is available prior to budget preparation for the subsequent fiscal year.

8. Financials statement for the years FY15 and FY16 prepared as part of the audits are presented here. Revenues and expenditures are categorized per state reporting guidelines.

A projected financial statement for FY17 is presented also.

IX. Term and Contract:

IXa. Term

MCCC proposes a five-year renewal term.

IXb. Contract

MCCC will reach a tentative agreement on all terms and conditions, whether or not itemized in this checklist, for submission to the Charter School Committee for recommendation to the School Board.

X. Management and Operation:

MCCC will operate in accordance with the renewal application, this Charter Agreement and all applicable laws and regulations including, but not limited to, Article 1.2 of Title 22.1 of the Code of Virginia and all School Board Policies and applicable regulations, as amended from time-to-time, unless waived by the School Board or State Board of Education and will comply with the following:

1. MCCC School Leadership and Management.

The Middleburg Community Charter School expects and encourages the active engagement of all participants in the school, including parents of students, the principal, full and part-time teachers, staff, volunteers, and leaders in the community. We celebrate a spirit of cooperation and communication among all the groups involved in the formal decision-making process, which, whenever possible, based on a broad consensus. This balance of active engagement, consensual agreement and clearly defined responsibilities is reflected in the overall governing structure.

The organizational structure of MCCC is divided into two essential components. First, the MCCC Board of Directors (hereafter "the Board of Directors") is the legal entity that will enter into a

charter agreement with the Loudoun County School Board (LCSB), establish and operate M CCS. The Board of Directors constitutes the link between LCSB and the School Mission Team, and is responsible for negotiating and assuring compliance with the Charter Agreement (and any proposed amendments), ensuring adherence to applicable laws and regulations, making policy decisions, and monitoring the operational decisions of the School Mission Team. Second, the School Mission Team is the Management Committee designated in the Virginia code that is responsible for administering and managing the charter school.

Both the Board of Directors and the School Mission Team will provide annual reports open for public inspection, as well as follow accountability measures established by Loudoun County School Board.

Board of Directors

The Board of Directors is responsible for overseeing, upholding, maintaining, and sustaining the mission and vision of the M CCS. It will follow the recommendations of the various standing committees and task forces as fully as possible to determine the best course of action for M CCS at various junctures. The Board of Directors also will review the governing principles and by-laws of the M CCS annually and it will seek advice from an Advisory Board composed of consultants from the community.

Role and Responsibilities

The paramount responsibility of the Board of Directors is to ensure the principal, parents, teachers, and staffs are upholding the mission, curriculum, and purpose of M CCS. Specific responsibilities of the Board of Directors include:

- enter into a Charter Agreement with LCSB
- negotiate charter amendments, waivers, and annual budgets
- negotiate terms and use of facilities
- negotiate independent contracts
- approve annual report and audit for submission to LCPS

Constitution and Election

The Board of Directors will consist of a total of 7 members: five elected members, and two nonvoting *ex officio* positions. The elected members will consist of a Chair (President), two Standing Committee Chairs and two at-large positions. The two non-voting positions will be held by the current principal of M CCS and the town council representative.

The founding members of M CCS Development Team and the Working Group establishing the public charter school elected the first Board of Directors. Of the five elected positions, three served a two-year term and two served a one-year term initially. Thereafter, elected members will serve two-year terms in staggered classes and the existing Board of Directors will elect all successive Board members.

The Board of Directors shall choose one among its own at its annual meeting to be held in June as the Chair the group. The Board of Directors shall meet once a month, in the school building. There is a limit of two consecutive terms during which a Board member may serve. Following a one-year break from service, former Board members are again eligible to be candidates for re-election to the Board of Directors.

The Board of Directors will have ultimate responsibility for fulfilling the school's mission. The Board will provide oversight of the school and accountability to the general public. The Board will hire the Principal and rely on the School Mission Team to run the operations of the school.

Typical activities and duties assumed by the Board of Directors include:

- Assuming fiscal and legal accountability through rigorous financial planning and strong financial controls
- Hiring and evaluation of the Principal
- In conjunction with the SMT, providing policy direction and guidance to the Principal
- Publicizing and attending scheduled meetings
- Participating, as appropriate, on interview teams for staff position applicants.
- Understanding and articulating the school's mission
- Coordinating and facilitating communication between committees where needed
- Addressing specific member concerns
- Ensuring broad access to information about the school
- Ensuring school decisions are reached through a democratic process and that dissenting voices are heard
- Keeping up with developments (internal, external, and financial) affecting the school
- Providing meeting minutes to members of the Charter School Committee and the staff liaison
- Publishing meeting proceedings according to the Virginia Freedom of Information Act policies of LCPS
- Periodically reviewing the tasks of Standing Committees to ensure the needs of the school are met
- Working with the school's Parent/Teacher Organization to build involvement of community members in the MCCA
- Forming liaisons with community organizations and other schools within the region
- Nominate Advisory Board Members

The Board may also delegate tasks where appropriate, thus building community involvement and managing their own work load.

Qualifications for Board of Directors

Members of the Board of Directors must be committed to public education and to the proposition that every child needs and deserves excellent schools. They should be accustomed to working

effectively in a team environment, and should possess experience or expertise in a field or discipline related to creating and operating a school or business, including:

- Education or training in academic or corporate environments
- Community organizing
- Special education
- General business, such as project management, hiring, and marketing
- Finance/accounting
- Technical fields such as computers, law, building/contracting, or mechanical engineering
- Knowledge of and involvement in our particular communities
- Social services, such as social work and clinical psychology

2. School Mission (Management) Team

The SMT is responsible for providing a quality education in accordance with MCCS's vision and mission that comply with applicable policies, laws, and regulations. It is important to the cooperative spirit of the school that the principal, teachers, staff, and parents conceive of themselves as a team that keeps the education of the students at the center of all deliberations.

The SMT members are as follows:

- Principal
- PTO President/Representative
- Staff Representative
- Teacher Representatives
- Community Representative
- Student Representative
- Board of Directors Representative

Standing Committees

Standing Committees are composed of families enrolled in the MCCS, teachers, staff, and members of the general public. Each Standing Committee is chaired by an elected member of the Board of Directors. Standing Committees make recommendations to the Board of Directors. They develop strategic objectives, oversee tactics that implement these strategic goals, and assign task forces to prepare or complete specific tasks. The following three

Standing Committees will be created:

- Finance Committee
- Communications Committee
- Transportation Committee

Roles and Responsibilities of Standing Committees

The Standing Committees will play a major role in the school's governance. These committees will be the primary authority for all matters relating to their respective areas and will serve as the primary means of communication and input from members of the community, staff, teachers, parents, and members of the LCPS Board and School Administration. The Board of Directors must consider the specific scope of responsibilities of the respective Standing Committees prior to recommendation and consideration on matters within the purview of each Committee.

Standing Committee members consist of an elected Board of Directors member (Chair), other Board of Directors members (if appropriate), and volunteers committing themselves to serve for the duration of one year. The Chair will call the first meeting of each respective Standing Committee at the beginning of the school year. Committees may elect a Co-Chair if appropriate. The Chair(s) and all volunteer members for each Standing Committee are expected to attend all meetings.

The Board of Directors will periodically review the tasks of the Standing Committees and may propose new or revised Standing Committees if needed.

Parent Teacher Organization (PTO)

The PTO has an essential role in manifesting the mission and goals of MCCC. The PTO's role is supportive, providing a venue for parents and teachers to discuss and express community desires for school. The PTO will have input but not decision making ability regarding the direction of MCCC, assist w/designing and maintaining the school web site, funding special projects, aid in securing volunteers within classrooms, provide teacher grants, funds for activities, assist with funding foreign language instruction, coordinate guest speakers, and organize extracurricular events for the school.

Other

All complaints, grievances, and other concerns addressed in MCCC policy or procedure will be handled through the same channels as any other LCPS school; i.e., any process normally handled by and through the principal in LCPS will be handled by the Principal of MCCC. With regard to parent disputes, the first line of communication will be to the teacher, the next line will be the principal, the Chair of the Board of Directors, and finally the Superintendent. Employee disputes will be directed to the principal, and finally to LCPS Human Resources. Unresolved disputes will be referred the Loudoun County School Board.

XI. Employment Terms and Conditions:

1. At the discretion of the local school board, charter school personnel may be employees of the local school board, or boards, granting the charter. Any personnel not employed by the local school board shall remain subject to the provisions of Sections 22.1-296.1, 22.1-296.2, and 22.1-296.4.

As stated in the Code of Virginia for charter schools, "public charter school personnel shall be employees of the local school board or boards granting the charter." In accordance with federal laws, the laws of the Commonwealth of Virginia and the policies of the School Board of Loudoun County, MCCC will not discriminate on the basis of sex, race, color, age, religion, disabilities or national origin in the provision of employment and services. MCCC will not house an HR department. The school will take full advantage of LCPS Human Resources when recommending the hiring of any instructional staff. After selection of appropriate candidates by MCCC, LCPS Human Resources and Talent Development will hire and place the employee on the salary scale based on LCPS policies and procedures. LCPS will conduct CPS Central Registry checks, criminal background fingerprinting, and TB screening/testing. MCCC employees will follow the same basic policies and bylaws established by LCPSB.

2. MCCC Board of Directors will perform the annual evaluation of the principal utilizing a personnel evaluation procedure modified from that utilized by LCPS and/or VDOE.

3. The MCCC principal will utilize the same personnel evaluation procedures as LCPS to evaluate licensed staff. According to LCPS policies and procedures, no classified employee at the Charter School shall be eligible for re-assignment to an LCPS school; and, no licensed employee at the Charter School shall be eligible for re-assignment to LCPS unless that licensed employee was previously employed for one school year immediately prior to being re-assigned to the Charter School.

MCCC will provide training and education programs to all eligible employees on an equal basis based on the needs of the school.

Counseling and grievance procedures will follow LCPS guidelines and EEO counseling will be made available to all MCCC employees through the LCPS Department of Human Resources. Benefits to MCCC employees will be the same as for other employees of LCPS.

4. & 5. Health and Safety Requirements -The Middleburg Community Charter School will follow the same procedures for hiring all staff as the LCPS. Each staff member must prove eligibility for employment and provide all documentation of their qualifications for the position they wish to fill. All teachers must be eligible, as deemed by LCPS, for a valid teacher's license prior to the beginning of the school term.

Every person employed must file an official health certificate with the designated person in the LCPS Administration Offices or complete a satisfactory physical examination, depending on the requirements of the position. This must be done prior to beginning duties unless an extension is given for extenuating circumstances.

The school facilities will be inspected as required and will confirm to state and federal regulations. An OSHA bulletin board in the staff room will prominently display relevant current materials and notices.

Employment and Criminal Background Checks

- All volunteers who have unsupervised access to students will be subject to background checks.
 - All employees will meet the minimum qualifications established by law, Virginia Board of Education regulations and LCPS policy.
 - Any potential employee must provide proof of qualifications for appointment to the position being sought.
 - Any potential employee must provide documentation proving citizenship of the United States or an Immigration and Naturalization Services (INS) employment authorization.
 - Any potential employee must submit to fingerprinting and provide personal descriptive information, as a condition of employment, to the Human Resources Department. The applicant's fingerprints and other information shall be forwarded through the Central Criminal Records Exchange to the Federal Bureau of Investigation to obtain criminal history information regarding the applicant.
 - Any potential applicant must agree to and abide by all LCPS policies and the Drug and Alcohol-Free Work Place Policy.
 - Any potential applicant cannot make false statement of any material fact in his/her application.
 - Any potential applicant cannot have unsatisfactory employment or personal record which would demonstrate unsuitability for the position sought.
 - Any potential candidate must certify that they have no felony convictions and have never been convicted of any offense involving sexual molestation, physical or sexual abuse or rape of a child.
 - All Board Members and volunteers having direct interaction with students must submit to a criminal background check. They must also certify that they have no felony convictions and have never been convicted of any offense involving sexual molestation, physical or sexual abuse or rape of a child.
6. Staffing Chart is included with the attached budget chart.
7. Substitutes costs will be borne by the Charter School even if needed to replace staff needed for special education/504 or ELL meetings.
8. All substitutes will be obtained through LCPS Sub Central for all positions at the expense of the Charter School unless LCPS mandated Professional Development for permanent staff member when a substitute is needed.

Recruitment and Selection of Teachers and Staff

The M CCS principal, relevant staff members and designated Board members will conduct interviews. All teachers and administrators will be certified in the State of Virginia in the area of their assignments. Before and during the interviews, the applicants will be informed of details that make the school unique. The expectation will be that any teacher hired will exhibit the energy and willingness to create lessons that integrate all subjects.

XII. Insurance:

M CCS will continue the insurance coverage as stated in the existing contract.

XIII. Assurances

The assurances will remain the same as stated in the existing contract.

XIV. Legal Liability and Insurance Coverage

The legal liability and insurance coverage will continue as in the existing contract.

XV. Indemnity

Indemnity will continue as in existing contract.

XVI. Facility

Facilities plan is discussed in VIII 5.

XVII. Lease

- The lease has been negotiated.
- M CCS has agreed to an arrearages payment/deduction program for prior year for support serviced and technology services rendered.
- M CCS will cooperate in any future transfer of the school real and personal property from the LCPS ownership and responsibility.

VIII 2. & 3. MCCS Projected Budget FY18-FY22

	FY18	Remarks	FY19	Remarks	FY20	Remarks	FY21	Remarks	FY22	Remarks
Operating Revenue										
Per Pupil Funding:	1,889,424	Enrollment - 144	1,889,424		1,889,424		1,889,424		1,889,424	
Adjustment: LCPS Indirect fee	(177,606)	9.4%	(177,606)		(177,606)		(177,606)		(177,606)	
Adjustment: ELL Services	-	MCCS provides ELL	-		-		-		-	
Adjustment: Special Education	(240,153)	\$1,841 less indirect	(240,153)		(240,153)		(240,153)		(240,153)	
Adjustment: Acreages	(32,887)	Tech/Supp Serv Invoices	(32,887)		-	Paid	-		-	
Total PPF from LCPS	\$1,438,778		\$1,438,778		\$1,471,665		\$1,471,665		\$1,471,665	
MCCS Generated Revenue										
Donations	50,000	66% of FY16	50,000		50,000		50,000		50,000	
Grants	10,000	CS Grant	10,000		10,000		10,000		10,000	
Facilities Rent	3,870		3,870		3,870		3,870		3,870	
Total MCCS Generated Revenue	\$63,870		\$63,870		\$63,870		\$63,870		\$63,870	
Total Operating Revenue	\$1,502,648		\$1,502,648		\$1,535,535		\$1,535,535		\$1,535,535	
Operating Expenses										
LCPS Personnel	903,351		858,488	4 TA's	857,388		857,388		857,388	
MCCS Personnel	217,377	Principal Admin + FICA/Med	281,877	Steam Coord	281,877		281,877		281,877	
ELL Stipend	7,500		7,500		7,500		7,500		7,500	
Musik Instruction	26,006	FY16 actual	26,006		26,006		26,006		26,006	
Free & Reduced Meals/Supplies	3,000	Estimated at 50% of FY16	3,000		3,000		3,000		3,000	
Services										
Technology Services	18,000	LCPS serv agree + allowance	18,000		18,000		18,000		18,000	
Bookkeeping	6,000	FY17 Approx	6,000		6,000		6,000		6,000	
Consulting	8,000	50% of FY16	8,000		8,000		8,000		8,000	
Legal	-		-		-		-		-	
Advertising	450	FY16 Actual	450		450		450		450	
Storage	-		-		-		-		-	
Student Transportation - VA Rides	116,850	Contract	116,850		116,850		116,850		116,850	
Student Transportation - Field trips	-	PTO & Grant funded	-		-		-		-	
Insurance-VSBA	4,000	FY17 Approx	4,000		4,000		4,000		4,000	
Subtotal	153,300		153,300		153,300		153,300		153,300	
R & M and Utilities										
Facilities support	20,000	Supp Serv contract + allowance	20,000		20,000		20,000		20,000	
Utilities (Elec, Gas, Telephone, Water)	30,575	FY16 Actual	30,575		30,575		30,575		30,575	
Custodial/Cleaning	43,980	Cleaning Services	43,980		43,980		43,980		43,980	
Janitorial Supplies	2,000	FY17 est	2,000		2,000		2,000		2,000	
Refuse Disposal	900		900		900		900		900	
Snow Removal	4,000	Avg of FY15 & 16	4,000		4,000		4,000		4,000	
Subtotal	101,455		101,455		101,455		101,455		101,455	
Supplies and Materials										
Instructional Supplies	15,000		15,000		15,000		15,000		15,000	
Office Supplies	6,000		6,000		6,000		6,000		6,000	
Xerox leases	7,600		7,600		7,600		7,600		7,600	
Paper	4,000		4,000		4,000		4,000		4,000	
Software Licenses	6,000		6,000		6,000		6,000		6,000	
Subtotal	38,600		38,600		38,600		38,600		38,600	
Other (Staff Develop., Intersession)										
Staff Development	1,000	Exclusive of YRS Grant	3,000		3,000		3,000		3,000	
Intersession	-	YRS Grant	-		-		-		-	
YRS Grant Match	34,250	YRS Grant 20% matching	-	YRS ends	-		-		-	
YRS Grant OVHD offset	(25,000)	YRS Grant overhead credit	-	YRS ends	-		-		-	
Reserved Contingencies	-		-		-		-		-	
Incentive Award	-		-		-		-		-	
Subtotal	10,250		3,000		3,000		3,000		3,000	
Total Operating Expenses	1,460,838		1,473,226		1,472,126		1,472,126		1,472,126	
Total Operating Revenue Less Expenses	\$41,809		\$29,422		\$63,409		\$63,409		\$63,409	
Projected Fund Balance	\$146,537		\$175,959		\$239,369		\$302,778		\$366,188	
Notes:										
Student Enrollment	144		144		144		144		144	
PER Pupil Revenue Calculation										
FY17 PPF	\$13,121		\$13,121		\$13,121		\$13,121		\$13,121	
LCPS Admin fee	9.4%		9.4%		9.4%		9.4%		9.4%	
ELL deduction	\$0		\$0		\$0		\$0		\$0	
Spec. Ed deduction	\$1,841		\$1,841		\$1,841		\$1,841		\$1,841	
Net PPF	\$13,121		\$13,121		\$13,121		\$13,121		\$13,121	

VIII-8. Middleburg Community Charter School
(A Component Unit of Loudoun County Virginia Public Schools)
Statement of Revenues, Expenditures and Changes in Fund Balance

	FY 15	FY 16	FY 17 (proj.)
Revenues:			
Revenues from use of money & property	4312	7187	4330
Fees	9597	0	0
Donations & Contributions	69882	71996	75000
Contribution from LCPS	1727908	1774416	2018728
Revenue from the Commonwealth	60720	117621	154408
Total Revenues	\$1,872,419	\$1,971,220	\$2,252,466
Expenditures:			
Education:			
Instructional	1354355	1447882	1662223
Attendance & health services	15581	21674	24816
Transportation	68967	112817	116850
Operation and maintenance	345307	376399	427763
Food services	10185	1938	4620
Total Expenditures	\$1,794,395	\$1,960,710	\$2,236,272
Excess (deficiency) of revenues over expenditures	\$78,024	\$10,510	\$16,194
Fund balance, beginning of year	\$0	\$78,024	\$88,534
Fund balance, end of year	\$78,024	\$88,534	\$104,728

XI 6. MCCS Projected Staffing FY18-22

	FY 2017		FY 2018		FY 2019		FY 2020		FY 2021		FY 2022	
	FTE	Salary	FTE	Salary	FTE	Salary	FTE	Salary	FTE	Salary	FTE	Salary
LCPS Personnel												
Teachers - Regular	6	\$517,153	6	\$517,153	6	\$517,153	6	\$517,153	6	\$517,153	6	\$517,153
PE(.6)/TA(.4)	1	\$51,130	1	\$51,130	1	\$51,130	1	\$51,130	1	\$51,130	1	\$51,130
Librarian	0.2	\$26,106	0.2	\$26,106	0.2	\$26,106	0.2	\$26,106	0.2	\$26,106	0.2	\$26,106
Guidance	0.5	\$50,747	0.5	\$50,747	0.5	\$50,747	0.5	\$50,747	0.5	\$50,747	0.5	\$50,747
Art	0.4	\$20,164	0.4	\$20,164	0.4	\$20,164	0.4	\$20,164	0.4	\$20,164	0.4	\$20,164
TRT	0.4	\$31,931	0.4	\$31,931	0.4	\$31,931	0.4	\$31,931	0.4	\$31,931	0.4	\$31,931
ELL Stipend	0	\$0	0.1	\$7,500	0.1	\$7,500	0.1	\$7,500	0.1	\$7,500	0.1	\$7,500
Teachers Assistants	5.6	\$183,000	5.6	\$183,000	5.6	\$183,137	4.6	\$138,137	4.6	\$138,137	4.6	\$138,137
Substitutes		\$15,510		\$15,620		\$15,620		\$14,520		\$14,520		\$14,520
	14.10	\$895,741	14.20	\$903,351	14.20	\$858,488	13.20	\$857,388	13.20	\$857,388	13.20	\$857,388
MCCS Personnel												
Principal	1	\$118,500	1	\$118,500	1	\$118,500	1	\$118,500	1	\$118,500	1	\$118,500
Stream Coordinator	1		1	\$60,000	1	\$60,000	1	\$60,000	1	\$60,000	1	\$60,000
Administrative Assts/Nurse	2	\$83,711	2	\$83,711	2	\$83,711	2	\$83,711	2	\$83,711	2	\$83,711
		\$202,211		\$202,211		\$262,211		\$262,211		\$262,211		\$262,211
Enrollment:	132		144		144		144		144		144	

CORE ZONE MAP

