

SECOND AMENDMENT
TO
CHARTER SCHOOL AGREEMENT BETWEEN THE
LOUDOUN COUNTY SCHOOL BOARD AND
THE HILLSBORO CHARTER ACADEMY

THIS SECOND AMENDMENT (“Second Amendment”) to the Hillsboro Charter Academy School contract is entered into on the 23rd day of June 2015 by and between the LOUDOUN COUNTY SCHOOL BOARD (“School Board” and also referred to as “Loudoun County Public Schools” and “LCPS”), a political subdivision of the Commonwealth of Virginia and body politic, having its principal place of business at 21000 Education Court, Ashburn, Virginia, 20148 and the HILLSBORO CHARTER ACADEMY, a nonstock corporation, State Corporation Commission No. 7853005, filed December 5, 2015, currently having its principal place of business at, 7288 Hanover Green Drive, Mechanicsville, Virginia 23111 (“Charter School”).

RECITALS:

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

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

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

WHEREAS, the School Board on the 12th day of August 2014 voted to initiate the application subject to final review and approval of a charter school contract by the School Board; and

WHEREAS, on the 23rd day of June, 2015, pursuant to the criteria set forth in the Code of Virginia Article 2.1 of Chapter 13 of Title 22.1, the regulations of the State Board of Education and the policies, regulations, policies and procedures of the School Board, the School Board, after receiving public comment with the requisite prior statutory notice, granted this charter for the establishment of the Hillsboro Charter Academy school in accordance with the terms of a contract, dated June 23, 2015; and

WHEREAS, the parties have entered into a First Amendment, dated March 16, 2016; and

WHEREAS, the parties desire to eliminate the language of the Charter Agreement that limits the attendance of children in the Summer and after-school enrichment programs to enrolled students and to permit the Charter School to establish these programs for which a license may be required; and

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

A G R E E M E N T:

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

1. The above recitals are incorporated herein.
2. The terms and conditions of the said contract, dated June 23, 2015, as modified by the First Amendment, dated March 16, 2016, unless otherwise changed, modified or deleted by this Second Amendment shall continue and remain in full force and effect.
3. For the Charter School to establish Summer and after-school enrichment programs, the parties agree to delete the portion of the sentence identified as a strike-through below, add new language as identified below and begin a new sentence in the following paragraph identified in capital letters on page 11 of 43 of the Charter Agreement:


“The Charter School may only open these programs after presentation to the School Board of proof of appropriate daycare or similar licensure of the programs and its operators, if required by law or regulations. If the Charter School represents that no such licensure is required, it shall provide written assurance from the appropriate State or County agency that daycare or similar licensure is not required. In any event, attendance will be ~~open to children from throughout the community. limited to students enrolled in the Charter School, however it~~ open to children from throughout the community. It is not intended that these programs constitute elementary summer school. Policy 4-2 (Student Fees and Charges) is partial waived to permit the Charter School to charge reasonable fees for these programs.”

SO AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By M. E. Morrison
Chairman of the School Board

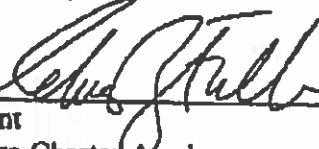
Date: 19 JAN 17



Stephen L. DeVita
Division Counsel *LCPS*

SO AGREED:

HILLSBORO CHARTER ACADEMY, a Virginia non-stock, non-profit corporation, doing business as a public charter school in Loudoun County, Virginia;

By 

President
Hillsboro Charter Academy
Date: 10/31/16