

Hillsboro Charter Academy  
Fourth Amendment

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

THIS FOURTH AMENDMENT ("Fourth Amendment") is to the Hillsboro Charter Academy School contract, dated 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, non-profit corporation, State Corporation Commission No. 7853005, filed December 5, 2015, currently having its principal place of business at, 37110 Charles Town Pike, Purcellville, Virginia 20132 ("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; a Second Amendment, dated January 19, 2017; and a Third Amendment, dated January 19, 2017; and

WHEREAS, the parties desire to address staff time, the calendar, and re-assignment rights; and

Hillsboro Charter Academy  
Fourth Amendment

WHEREAS, the parties have negotiated and agreed upon this Fourth 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, by the Second Amendment, dated January 19, 2017, and by the Third Amendment, dated January 19, 2017, unless otherwise changed, modified or deleted by this Fourth Amendment shall continue and remain in full force and effect.
3. Neither this nor any prior amendment or agreement shall be construed as an accord and satisfaction or as any waiver of any and all debts, defaults, deficiencies or violations of the contract and such debts, defaults, deficiencies or violations are hereby preserved.
4. The parties agree that paragraph 5.1 Calendar shall be and is hereby deleted and replaced with the following:

“HCA may implement a calendar different from LCPS provided that the LCPS Department of Transportation agrees there is no additional impact on transportation costs to LCPS above the adopted LCPS calendar for each school year. The HCA calendar shall provide for a minimum of 180 teaching days or 990 instructional hours to students.”

5. The parties agree that paragraph 12.0 Policies shall be and hereby is amended to add the following sentences at the end of the paragraph regarding waived policies:

Policy 7030 (Staff Time Schedules) but limited to “Typically, the standard workday for teachers shall be 7 ½ hours per day, inclusive of a 30-minute duty free lunch except on days when emergencies occur or special events are scheduled.” This waiver is conditioned on the requirement that HCA comply with Section 22.1-302 and Section 22.1-98 of the Code of Virginia.

Hillsboro Charter Academy  
Fourth Amendment

6. The parties agree to delete the first sentence of Paragraph 27.21 and replace it with the following:

Except for the principal and others hired directly by the Board of Directors, only eligible licensed personnel working at the Charter School shall have re-assignment rights back to LCPS if their assignment ends at the Charter School but 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.

SO AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By   
Chair of the School Board

Date: 6/21/17

Sufficient as to form:

  
Stephen L. DeVita  
Division Counsel

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: 6/20/17