

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

THIS FIRST AMENDMENT ("First 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, it is to the mutual benefit of the parties for the principal for the Charter School to be selected and begin employment by the Charter School prior to the first day of school opening projected for the Fall of 2016; and

WHEREAS, the Charter School has indicated a financial inability to employ such principal in advance of the school year and requests an advance on the payments it would ordinarily be due after the start of the school year; and

WHEREAS, the Charter School agrees to repay the advancement in four equal installments from the funds that would ordinarily be due to it from the School Board; and

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

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:

1. The above recitals are incorporated herein.
2. The terms and conditions of the said contract, dated June 23, 2015, unless otherwise changed, modified or deleted by this First Amendment shall continue and remain in full force and effect.
3. This First Amendment shall not be construed as a waiver of any rights, deficiencies, violations or breaches.
4. Paragraph 27.0(i) shall be changed to add the language in RED as shown below:
 - i. The first principal for the Charter School will be hired to begin preparing for the conversion of Hillsboro Elementary School to a charter school in advance of July 1, 2016. The principal will attend all training sessions as directed by LCPS and will be provided work space in the Administration Building. For the first school year of 2016-2017 only, the principal shall be hired by the Charter School one semester immediately prior to the opening of school. LCPS will make a one-time advancement to the Charter School in the amount fifty-five thousand dollars (\$55,000.00) to fund the salary and benefits of the principal for the first school year only.
 - a. This advancement shall be re-paid by the Charter School quarterly. The School Board shall make four equal deductions from the amounts ordinarily owed to the Charter School by the School Board under paragraphs 29.0, 29.1, 29.2 and 29.3 of the charter school contract. If any quarterly deduction is insufficient to satisfy the amount then owed, the Charter School shall remit the difference to the School Board within 10 working days. Any deficiencies may be deducted by the School Board from any future payments owed to the Charter School.
 - b. If the principal begins employment and the Charter School fails to open in the Fall of 2016 for any reason, including failing to satisfy the contingency

stated in paragraphs 4.3 and 4.4, then the Charter School shall repay the advancement in full within 10 working days from a written demand from the Superintendent regardless of whether the School Board acts to delay the opening of the school for a year or not. If the School Board does agree to delay the opening of the Charter School, it will determine at that time whether or not it will again provide an advancement for the employment of a principal prior to the start of school for the following school year.

SO AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By 
Chairman of the School Board


Date: 3/16/16

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: 3/16/16