
CHARTER SCHOOL AGREEMENT

Between

LOUDOUN COUNTY SCHOOL BOARD

and

MIDDLEBURG COMMUNITY CHARTER SCHOOL

DATE: May 19, 2014

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

THIS CONTRACT is an agreement authorized and executed this 19th day of MAY 2014 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, the Charter School submitted an application to the Loudoun County School Board with a request that the application be initiated by the said School Board; and

WHEREAS, the School Board on the 10th day of September 2013 voted to initiate the application subject to final review and approval of a charter school contract by the School Board; and

WHEREAS, on the 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 for the establishment of the MIDDLEBURG COMMUNITY CHARTER SCHOOL in accordance with the terms of this contract; and

WHEREAS, the parties have negotiated and agreed upon all of the terms and conditions of this agreement and intend that the application submitted to the School Board on August 13, 2013, shall not add to, detract from, or in any way supersede the terms and conditions of this agreement and the parties intend that this agreement be the full and complete agreement between them and all other representations, oral or written, are hereby merged into this agreement.

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. ESTABLISHMENT OF THE SCHOOL

1.0 Parties.

1.1 This 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 Chairman 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 Initial Term. The initial term of the Charter shall be for *three (3)* school years, beginning with the 2014-2015 school year. School year, for the purposes of this contract, shall correspond to the fiscal year of July 1, 2014, to June 30, 2015, unless the intent is clearly stated as otherwise. The initial term shall therefore expire on June 30, 2017, unless earlier terminated or extended as hereinafter provided.

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 initial 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;

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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.

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. If a deficiency is curable within a reasonable time, 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 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, if not time sensitive. The School Board's approval is required for the remedial plan prior to its implementation.

2.4 Revocation. The School Board may, in its sole discretion, with the prior placement on probation 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 in the same fashion as other LCPS elementary schools to include statewide assessments and testing.
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 violation or deficiency of this agreement or a violation of law including, but not limited to Section 22.1-136 of the Code of Virginia (school fitness for occupancy), to the Charter School, may suspend any payments owed to the Charter School.

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. 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.

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 Annual Pre-Opening Requirements.

4.1 Checklist. The Charter School shall comply with the expectations set forth in the Pre-Opening Procedures incorporated herein as Exhibit I (food service health certificates, certificates of occupancy, certificates of insurance and such other permits and licenses as may be necessary for the lawful operation of the Facility and school in accordance with the law and this agreement), except for any items that are the School Board's responsibility under paragraph 3.3 or the lease referred to in paragraph 3.2 of this agreement. The Charter School is to complete the checklist prior to the start of school each year.

4.2 Checklist Non-compliance. In the event that the checklist is not completed by the start of school, then notice of deficiency shall be issued and the Charter School shall cure the deficiency as expeditiously as possible within 30 days. If it is safe and legal for the Charter School to open, it may choose to do so or it may delay opening with the consent of the Superintendent.

4.3 Minimum Enrollment. A minimum of 50 fully completed and signed enrollment applications signed by parents and approved by the Charter School for enrollment shall be achieved by May 31, 2014, and this documentation shall be promptly provided to the School Board.

4.4 Minimum Enrollment Non-compliance. If 50 such enrollments are not achieved by May 31, 2014, then the School Board shall determine if the 2014 school opening shall be delayed one school year to August 4, 2015. If the School Board delays the opening, then the rights of each party under this contract shall be held in abeyance to July 1, 2015, with the expiration date of the contract extended accordingly. If the Charter School is unable to open for the 2014-2015 school year, the School Board shall not be obligated to keep Middleburg Elementary School open during the interim period pending the opening of the school in August 2015.

4.3 Assurances. Not later than thirty (30) calendar days prior to the opening of school each year, the Charter School shall provide 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 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*).

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4.4 Officers, Directors and Management Committee Members. Not later than thirty (30) calendar days prior to the opening of school each year, the Charter School shall provide the School Board an updated list of directors and officers (including their business addresses) of the corporation formed for this Charter School and names and credentials for the members of the management committee of the Charter School, and, update the same throughout the year.

4.5 Admissions Applications. The Charter School shall provide a blank copy to the School Board or its designee of all registrations, pre-applications and applications parents are expected to complete in order to register or enroll their child in the Charter School or to make the child eligible for the lottery or waiting lists should enrollment exceed capacity. This item shall be provided at least ten (10) days prior to registering or enrolling students. Parent application materials shall notify parents in writing of the Charter School's Transportation Plan as stated in this Agreement and as further clarified by the Charter School.

II. 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.

The Charter School will be evaluated in the same fashion as other Loudoun County Public Schools (LCPS) elementary schools to include consideration of the above statewide assessments and testing. The Metrics are as follows: 1) Average attendance of 94% or higher each month, 2) Satisfaction rate of 80% or higher on the annual parent survey, 3) "Fully Accredited" status from the State, and 4) Achieve or exceed "Meets AMO" status for the "All Students" (total number of students tested), with local school monitoring of students in Gap Groups 1, 2, and 3.

5.1 Calendar. The Charter will follow a modified year round calendar that begins with the first day of school for students on August 4, 2014, and ends for students on the last day of school on June 16, 2015, all as indicated in the application.

5.2 Annual Progress Report. Following the publication of the results of state-mandated assessments, the Charter School shall present to the School Board, community, and parents of pupils enrolled in the School an annual report on the Charter School's performance on the state-mandated assessments and a self-assessment of the areas applicable to LCPS elementary schools for evaluation purposes. The Annual Progress Report will describe the status of and progress toward achieving the above goals and objectives to include 1) Average attendance of 94% or higher each month, 2) Satisfaction rate of 80% or higher on the annual parent survey, 3) "Fully Accredited" status from the State, and 4) Achieve or exceed "Meets AMO" status for Gap Groups 1, 2, and 3 for federal measures.

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5.3 Grade Levels and Enrollment. The Charter School is authorized to open as a Kindergarten through 5th grade elementary school with a maximum enrollment of 137 students.

5.4 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.

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 herein in the Transportation Plan, paragraph 32.1, the Charter School may give a priority to children residing in the "Core Zone" as defined in the Transportation Plan herein 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.

6.0.1 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.

6.1 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.

6.2 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.

6.3 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 student, 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 disenrolled 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.

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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. 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 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 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 Charter School Governance.

20.1 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.

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20.2 The application refers to the management committee as the School Planning and Management Team which will meet the statutory requirements of a management committee as well as specifically include the Principal and others. The references herein to management committee are also references to the School Planning and Management Team as terms reference the same public body.

20.3 The School Planning and Management Team shall administer and manage the Charter School. The Middleburg Community Charter School corporation which is party to this contract shall insure that the Charter School is operated by the School Planning and Management Team/Management Committee in conformance with this contract and all applicable laws, regulations and policies.

20.4 Bylaws. The Charter School's management committee shall adopt Bylaws and operate in accordance with such Bylaws. The first meeting of the management committee shall be held no later than July 1 of each school year. The Bylaws shall provide for the election of a majority of the management committee which shall be composed of parents of students enrolled in the school, teachers, administrators and community sponsors of the school. The Charter School shall submit to the School Board a current signed copy of the Bylaws at the following times:

- Any time the management committee amends its Bylaws

20.5 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.

20.6 Freedom of Information Act (FOIA). The management committee shall maintain adopted policies, meeting agendas and minutes; and shall make such documents available for public inspection and shall conduct meetings consistent with the Virginia Freedom of Information Act. All vendor and employment contracts shall be approved and recorded in the minutes of the management committee. A copy of the minutes shall be transmitted to the School Board within five (5) business days from the management committee's approval of the minutes. The notice for all management committee 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.

20.7 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.

20.8 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.

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21.0 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.

21.1 No Delegation. In no event shall the management committee abdicate its authority or responsibility for the administration, management and performance of the Charter School to another entity or person(s). The Charter School shall be and remain responsible for its own operations, including but not limited to, budget preparation, contracts for services and all personnel matters subject to all laws, regulations and policies of the Virginia Department of Education and Loudoun County School Board which have not been specifically waived by the School Board.

22.0 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 within a reasonable time but not later than ten (10) business days of a request.

23.0 Notification Requirements.

23.1 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.

23.2 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.

23.3 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 CHART 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.

23.4 Debt Default. The Charter School shall immediately notify the School Board of a default on any obligation including debts for which payments are past due by sixty (60) days or more.

23.5 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.

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24.0 Annual Audit and Evaluation.

24.1 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.

24.2 Evaluation Requirements. The School Board, pursuant to its constitutionally duty to supervise the public schools in the school division, will annually receive a presentation from the Charter School which will include its progress toward the academic measures stated herein and an updated budget. The School Board will also review and consider the audit referenced above.

25.0 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.

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

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

27.0 Personnel Matters. The employees of the Charter School who are classroom teachers shall be LCPS employees assigned to the Charter School except the following shall not be LCPS employees:

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- Music instruction will be provided by a local vendor who shall meet any state licensure and background check requirements.
- Principal position (1).

27.1 Charter School employees who are not LCPS employees 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 LCPS employees assigned 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.

27.2 The Charter School will determine if the following positions should be LCPS employee positions or not and so notify LCPS if any will be LCPS employees.

- School nurse position (1)
- Clerical position (1)
- Custodian(s)
- Cafeteria staff

27.3 Highly Qualified Teacher (HQT). The Charter School shall comply with applicable federal statutory and regulatory requirements for highly qualified teachers and paraprofessionals used for instructional support as set forth in No Child Left Behind Act or any other Federal, State or Local law.

27.4 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 teachers if the applicants for an open teaching position at the Charter School include an appropriately licensed teacher. LCPS has the final right, however, of refusal to hire any individual for a LCPS-designated position. LCPS shall identify to the Charter School all applicants deemed eligible for hire by LCPS for an open position.

27.5 HQT Vacancy. For a vacancy in a core academic subject area for which Highly Qualified Teachers (HQT) designation can be made, if the applicants for such vacancy include a candidate eligible for HQT designation in that core academic subject area, then the School shall select a candidate who is HQT eligible. LCPS, however, has the final right of refusal to hire a non-HQT or HQT teacher.

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

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27.7 Evaluation. Regarding LCPS employees assigned to the Charter School, the 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.

27.8 LCPS-initiated Personnel Audit. LCPS reserves the right to, at its own expense, to conduct an audit 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.

27.9 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 LCPS employees) 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 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 LCPS employees) 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.

27.10 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.

27.11 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.

27.12 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.

27.13 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

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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.

27.14 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.

27.15 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.

27.16 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.

27.17 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.

27.18 New Substitute Processing. Should the School identify individuals who wish to substitute, but who have not been through a substitute training session which includes employee processing, the School is required to notify the individual of the individual's responsibility to apply through the LCPS applicant tracking system to the substitute generic requisition. No individual can substitute without having completed processing and substitute training.

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

27.19 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

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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 Personnel Services 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.

27.18 Reassignment. Only LCPS employees assigned to the Charter School have the right to be re-assigned at the end of a school year for the following school to another LCPS traditional public school in accordance with LCPS policies and procedures.

28.0 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 Personnel Services to conduct the fingerprinting and to request the background checks.

29.0 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.

29.1 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.

29.2 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:

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.

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.

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:

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- A. As early in July as 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 Transportation components of that PPF and multiply those components by the projected September ADM.
- C. Next, the parties agree that 5.0% of the resultant figures in Line A and of the Special Education and Transportation components in Line B above represent the indirect or general overhead portion (also known as non-school-based cost) of the budgeted average per pupil cost for the first school year of the Charter School. This non-school-based percentage shall be renegotiated prior to the start of the second and again prior to the start of the third school year, but, in no event, shall the negotiated amount be less than 3.0% or more than 5.0%.
- D. The resultant figure from in Line A shall be reduced by the 5.0% (from Line C).
- E. The Special Education and Transportation funding in Line B shall be reduced by 5.0% (from Line C), respectively.
- F. Then, the resultant figure from Line D shall be further reduced by the resultant figures for Special Education and Transportation 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 health care 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 figure from Line G to arrive at the funding which will be remitted to the Charter School in equal quarterly installments, 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 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 be a liability of the Charter School to the School Board.

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- J. Similarly, if the amount of the payment from LCPS to the Charter School is insufficient to satisfy the salary and fringe benefit deduction above, then the School Board will continue to deduct the unfunded amount from future payments, if the Charter School continues to operate. If it ceases to operate, the unfunded amount shall be a liability of the Charter School to the School Board.

29.3 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.

30.0 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.

30.1 The Charter School may allow a caterer to use the school kitchen for private catering in exchange for free or discounted breakfast or lunch preparation services for students without violating Sec 52.1 for the conditional waiver regarding School Board Policy 6-27 (Use of or Access to School Facilities For Non-School Purposes).

31.0 Special Education 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.

31.1 General. The School will ensure 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, SIS use and other training as required by the Superintendent.

31.2 Services. LCPS will be responsible for special education services 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.

31.3 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 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.

31.4 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.

31.5 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.

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

31.7 Funding Retention. The Special Education component of the per pupil funding shall be retained by LCPS less the indirect overhead deduction from the per pupil amount as provided above. LCPS will retain this amount for all students whether or not they receive Special Education services.

32.0 Transportation Plan. LCPS provides transportation for LCPS-enrolled students to their regular school of assignment based on residential attendance zone. This Charter School has no residential attendance zone. The Charter School proposes, and the School Board agrees, that the parents or legal guardians electing to enroll their children in the Charter School shall be responsible for providing transportation to and from the Charter School except as provided below.

32.1 The boundaries of the current attendance zone of Middleburg Elementary School, exhibit 2, shall be used to establish the core zone within which the School Board will provide transportation at its costs. While the School Board's Transportation Department may confer with the Charter School about bus routes and other issues within the core zone, the Transportation Department shall make all busing decisions. The boundaries of the core zone shall not be

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changed except by mutual agreement in writing. Charter School bell schedules shall be adjusted at the request of the Transportation Department.

32.2 For students residing outside of the core zone, transportation may be provided by the Charter School at its expense.

32.3 This Plan applies to all students enrolled in the Charter School and the Charter School shall provide written notice of this Plan to parents and legal guardians in the applications before parents submit the forms.

32.4 Funding Retention. The transportation component of the per pupil funding stated above for the Charter School shall be retained by the School Board for all students enrolled in the Charter School regardless of whether the student is being transported or not less the portion attributable to indirect overhead expenses of the per pupil amount.

32.5 Inclement Weather. The Charter School will follow LCPS inclement weather closures.

III. MISCELLANEOUS

33.0 Entire Agreement. The Parties intend this Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the contract. 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.

34.0 Drug-Free Workplace.

34.1 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.

34.2 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.

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35.0 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.

36.0 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

37.0 Indemnification, Disclaimer of Liability, Agency and Credit.

37.1 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.

37.2 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 agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the School Board.

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37.3 Indemnification. The Charter School shall defend, 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 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.

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

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

38.0 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.

39.0 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.

40.0 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.

41.0 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.

42.0 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.

43.0 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.

44.0 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

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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.

45.0 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.

46.0 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.

47.0 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.

48.0 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 application which shall be deemed null and void.

49.0 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 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.

50.0 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.

51.0 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.

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

- Policy 4-23 (Authority and Responsibility)
- Policy 4-24 (Methods of Procurement)
- Policy 4-26 (Purchasing)
- Policy 4-30 (School Board Contract Approval)

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Policy 5-5 (Assessment and Grading)

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.

8-20 (School Assignment)

52.1 Partial Waiver for Policy 6-27 (Use of or Access to School Facilities for Non-School Purposes). The School Board grants a limited waiver of this policy to allow the kitchen to be used for private purposes and gain in exchange for the provision of free or discounted breakfast and/or lunch preparation for students. The School Board requires its prior consent for any other commercial use or use for private gain.

SO AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By _____
Chairman of the School Board

Date: 5/19/14

Sufficient as to form:

Stephen L. DeVita 5/15/14

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: _____

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By David J. Hark
President
Middleburg Community Charter School
Date: 5/14/14

EXHIBIT 1

PRE-OPENING PROCEDURES

The Charter School shall complete the tasks listed in the attached checklist prior to opening of school each year.

(See Below)

EXHIBIT 1

MIDDLEBURG CHARTER SCHOOL PRE-OPENING BUILDING OCCUPANCY CHECK-LIST DEPARTMENT FOR SUPPORT SERVICES


Office of Support Services	Administrator: LaRue Broadhurst
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Area or Item	Completed	Comments:
Flags: Indoor- Outdoor*		*Virginia Code: 8VAC20-131-260. School facilities and safety, states: A. Each school shall be maintained in a manner ensuring compliance with the Virginia Statewide Building Code (13VAC5-63).
Telephones		
Copiers		
Shredder		
Fax machine (if applicable)		
Calculators		
Refrigerator/Microwave		Provided for teacher lounge

EXHIBIT 1

**MIDDLEBURG CHARTER SCHOOL
PRE-OPENING
BUILDING OCCUPANCY CHECK-LIST
DEPARTMENT FOR SUPPORT SERVICES**

Construction	Administrator: Ray Meeker
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Area or Item	Completed	Comments:
Occupancy: Principal Guide (see link at right)		 Construction -- Principals Guide to Co Principals Guide to Construction
Receipt & Compliance of HAZMAT Report		
See attached check list for substantial completion		
LC or Town Zoning Approval		
Receipt of As-builds and Manuals		
Review of ADA Compliancy		
Insurance Changeover Requirements		
Elevator Certificates if any		
Inspection of Fire extinguishers		
Start Up testing of all equipment, HVAC, Elec		
Pest Control certificates and contracts		
Utility changeovers		

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EXHIBIT 1

Oil/Propane tanks filled		
Security Review		

Construction (Continued)	Administrator: Ray Meeker
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Radon Testing		
VOC Levels		
Fire Alarm Systems		
PA Systems		
Roof Access Security Check		
AIPhone?		
ADA Accessibility HC Parking & Access		
Pedestrian Walkways Adequate		
Safe Route to School Check		
Parking Space Count Check		
Fire Lane Check		
Fire Lane Signs / Paint Check		
Test Domestic Water System		

EXHIBIT 1

MIDDLEBURG CHARTER SCHOOL PRE-OPENING BUILDING OCCUPANCY CHECK-LIST DEPARTMENT FOR SUPPORT SERVICES

Facilities Services	Administrator: Don Treanor
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Area or Item	Completed	Comments:
Maintain a physical plant that is accessible, barrier free, safe, and clean*		*8VAC20-131-260
Equip all exit doors with panic hardware as required by the Virginia Statewide Building Code*		*13VAC5-63
Air Quality Tests		
Water Quality Tests		
Custodian Work Schedule		
Custodial Equipment Inventory		
Custodial Supply Inventory		
Custodial Cleaning Schedule		
Property Evaluation for Playgrounds, Fences, Parking Lots and Walkways		
Initial Maintenance Review of all Mechanical, Electrical and Plumbing Equipment and related Amenities		

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Preventative Maintenance Plan for all MEP Systems		
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EXHIBIT 1

Facilities Services (Continued)	Administrator: Don Treanor
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Review for correct operation of all Doors and Windows		
ADA Access Review		
Inspection of Roofing System and Exterior Masonry		
Utilities Account Set Up		
Inspection for Ceiling Tile, Drywall and Painting		
Occupancy Permit and Meeting Space Load Placards		
Review of all Kitchen Equipment		

EXHIBIT 1

MIDDLEBURG CHARTER SCHOOL PRE-OPENING BUILDING OCCUPANCY CHECK-LIST DEPARTMENT FOR SUPPORT SERVICES

Food Services	Administrator: Jinny Demastes
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Area or Item	Completed	Comments:
Health Department Permit		
Maintain records of regular safety, health, and fire inspections that have been conducted and certified by local health and fire departments. The frequency of such inspections shall be determined by the local school board in consultation with the local health and fire departments.*		*8VAC20-131-260
Purchase of Small wares		
Purchase office supplies		
Purchase uniform shirts		
Purchase chemicals		
Arrange for installment of chemical equipment		
Order first food deliveries		

EXHIBIT 1

MIDDLEBURG CHARTER SCHOOL PRE-OPENING BUILDING OCCUPANCY CHECK-LIST DEPARTMENT FOR SUPPORT SERVICES

Safety & Security	Administrator: Suzanne Devlin
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Area or Item	Completed	Comments:
Maintain records of regular safety, health, and fire inspections that have been conducted and certified by local health and fire departments. The frequency of such inspections shall be determined by the local school board in consultation with the local health and fire departments.*		*8VAC20-131-260
Conduct fire drills at least once a week during the first month of school and at least once each month for the remainder of the school term. Evacuation routes for students shall be posted in each room. Additionally, at least one simulated lock-down and crisis emergency evacuation activity should be conducted early in the school year.*		*8VAC20-131-260

EXHIBIT 1

Safety & Security (continued)	Administrator: Suzanne Devlin	
Area or Item	Completed	Comments:
<p>Each school shall have contingency plans for emergencies that include staff certified in cardiopulmonary resuscitation (CPR), the Heimlich maneuver, and emergency first aid. In addition, the school administration shall ensure that the school has:</p> <ol style="list-style-type: none"> 1. Written procedures to follow in emergencies such as fire, injury, illness, allergic reactions, and violent or threatening behavior. The plan shall be outlined in the student handbook and discussed with staff and students during the first week of each school year; 2. Space for the proper care of students who become ill; 3. A written procedures, in accordance with guidelines established by the local school board, for responding to violent, disruptive or illegal activities by students on school 		

Loudoun County School Board and The Middleburg Community Charter School Contract

EXHIBIT 1

property or during a school sponsored activity; and (continued next page)		
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Safety & Security (continued)	Administrator: Suzanne Devlin	
Area or Item	Completed	Comments:

4. Written procedures to follow for the safe evacuation of persons with special physical, medical, or language needs who may need assistance to exit a facility.*		*8VAC20-131-260
<p>Provide suitable space for classrooms, administrative staff, pupil personnel services, library and media services, and for the needs and safety of physical education;</p> <p>Provide adequate, safe, and properly-equipped laboratories to meet the needs of instruction in the sciences, technology, fine arts, and career and technical programs; and</p> <p>Provide facilities for the adequate and safe administration and storage of student medications.*</p>		*8VAC20-131-260
Playground Inspection		
Fire Alarm / System Check		
School Emergency Management Plan		
Burglar Alarm		

EXHIBIT 1

Safety & Security (continued)	Administrator: Suzanne Devlin	
Area or Item	Completed	Comments:
Security camera's Interior/Exterior		Interior-Major entrance/exit's covered, gathering point's covered-gym, café, library, intersections. Exterior-parking locations, playground, and property covered.
Aiphone(video intercom)		Aiphone entrance is locking and closing properly. Four inside stations installed and working
Card Access		Working card readers on staff entrance points and main office.
Alert Radio		Installed and successful communication to Dispatch
Campus Radios		Repeater installed and campus radio coverage tested.

EXHIBIT 1

**MIDDLEBURG CHARTER SCHOOL
PRE-OPENING
BUILDING OCCUPANCY CHECK-LIST
DEPARTMENT FOR SUPPORT SERVICES**

Transportation	Administrator: Al Hampton
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Area or Item	Completed	Comments:
School Bus Routes		Posted on Website
School Bus Emergency Management Plan		Motor Vehicle Accident Plan
School Bus Route - "Dry Run"		Every bus driver should have driven their route one complete day before the first day of school.
Inclement Weather Plan		One hour delay, Two hour delay, school closed, dismissing school one hour early, dismissing two hours early.
School Bus Driver In-Service Meeting		At least two hours of safety training
School Bus Driver Medical Physical Exam		Every Class B driver should have their bus physical by doctor or nurse practitioner.

EXHIBIT 2

CORE ZONEMAP

(SEE BELOW)

**MIDDLEBURG ELEMENTARY SCHOOL
2013-2014 ATTENDANCE AREA**

0 3 Miles

MAP KEY

- MIDDLEBURG ELEMENTARY SCHOOL
- STREETS
- MIDDLEBURG ES BOUNDARY

**MIDDLEBURG ES
101 N MADISON ST
MIDDLEBURG 20117**

Prepared by Loudoun County Public Schools Department of Planning and Legislative Services June 2013. For individual address verification please use the LABLE program located at www.lcpe.org