

Hillsboro Charter Academy  
First Amendment To Charter School Renewal Agreement

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

THIS FIRST AMENDMENT ("First Amendment") is to the Hillsboro Charter Academy School Renewal Agreement, dated the 26th day of March 2019 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 Charter School Renewal Agreement, dated March 26, 2019; and

WHEREAS, the parties desire to address the use of the Old Stone School on property owned or leased by the Town of Hillsboro;

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WHEREAS, the parties have negotiated and agreed upon this First Amendment to the said Charter School Renewal Agreement 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 Charter School Renewal Agreement, dated March 26, 2019, as modified by this First Amendment shall continue and remain in full force and effect.
3. Paragraphs 3.0, 3.1 and 3.2 are hereby deleted and replaced with the following restated paragraphs 3.0, 3.1 and 3.2:

“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):

**37110 Charles Town Pike, Hillsboro, VA 20132**

**And**

**37098 Charles Town Pike, Hillsboro, VA 20132 (also known as the Old Stone School)**

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.

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 Hillsboro Elementary School at the same location to the Hillsboro Charter Academy with the said elementary school closing and ceasing to operate. The Charter School shall operate in the facilities previously used by the Hillsboro Elementary School pursuant to a separately executed lease agreement (the “Lease”) under which no rent shall be charged for the building space but the parties will negotiate separately for the use of associated equipment as part of the lease. The Charter School may also conduct classes in rented spaces of the neighboring Old Stone School owned and operated by the Town of Hillsboro. The Charter School shall maintain a separate lease with the Town of Hillsboro acceptable to the School Board for the portion of the Old Stone School being used for school purposes.”

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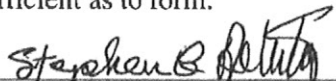
SO AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By   
Chair of the School Board

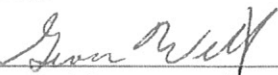
Date: 12/17/19

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   
Authorized Representative  
Hillsboro Charter Academy

Date: 12/19/19