

SUPPORT SERVICES CONTRACT (Time and Materials)

This contract is made and entered into as of this 27 day of June, 2023, by and between the **MIDDLEBURG COMMUNITY CHARTER SCHOOL (MCCS)**, a non-stock, not-for-profit corporation in the Commonwealth of Virginia, having an address of 101 Madison Street, Middleburg, Virginia, 20118 (hereinafter referred to as "MCCS" or "the Charter School"), and the **LOUDOUN COUNTY SCHOOL BOARD**, a school board and political subdivision of the Commonwealth of Virginia, having its address of 21000 Education Court, Ashburn, Virginia, 20148 (hereinafter referred to as "the School Board").

WITNESSETH:

WHEREAS, the School Board and MCCS entered into a Third Lease Extension of the Renewal Middleburg Community Charter School Lease, dated April 24, 2017, on March 12, 2023, as extended, for the purpose of leasing the former Middleburg Elementary School property at 101 Madison Street, Middleburg, Virginia, 20118 to house the Middleburg Community Charter School; and

WHEREAS, MCCS is in need of certain support services and desires to secure those services from the School Board at MCCS location of 101 Madison Street, Middleburg, Virginia, 20118; and

WHEREAS, the parties desire to enter into this Contract; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Recitals: The above recitals are incorporated herein as if fully re-written.
2. Term: The term of this Contract for time and materials shall be from July 1, 2023, to June 30, 2024, unless sooner terminated. This Contract shall otherwise terminate upon expiration, default, or by mutual agreement of the parties. Moreover, in the event the Charter School Agreement or its associated agreements—to include a renewal lease or extension thereof—lapse, the parties agree that they will operate under the prior respective agreements for up to three months from their expiration dates, unless: (1) the parties affirmatively withdraw from the Charter School Agreement while the new agreements are being negotiated; or (2) the School Board invokes its demand for possession under the Renewal Lease's Hold-Over provision.
3. Price: MCCS may call in a request for one or more of the services listed in the attached Exhibit 1, which is incorporated herein as if fully rewritten. MCCS will be responsible on a time-and-material basis for costs. MCCS will be invoiced quarterly for the costs of needed parts and the hourly rate associated with each service as stated in Exhibit 1. LCPS reserves the right to provide written notice of new applicable rates to MCCS. Upon such notice, those new rates will be effective and replace the current rates provided in Exhibit 1 attached hereto. Remittance shall be made within (30) thirty days of invoice. If payment is not made within this time period, the School Board may deduct the amount owed from any outstanding payments owed to MCCS. Charges shall be by the quarter hour and will include one-way travel from the assigned personnel's location to MCCS. This liability survives this Contract and shall continue to be a

liability of MCCC until satisfied.

4. **Notification:** After MCCC places a call for service, MCCC will be consulted after the call has been diagnosed, but prior to the commencement of repairs, if the work is projected to exceed \$1,000, unless the situation is deemed a health or safety emergency by the responding LCPS personnel. In the case of a health or safety emergency, LCPS will make a reasonable effort in the circumstances to stabilize the situation and, if reasonably possible, notify MCCC of the needed repairs.

OTHER TERMS AND CONDITIONS.

1. **Waiver of Jury Trial:** It is mutually agreed by the parties that they hereby waive trial by jury in any action, proceeding or counter-claim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Contract.

2. **Merger, Conflicts and Amendments:** This Contract merges all understandings, representation and agreements between the parties hereto with respect to this Contract and this Contract shall not be changed or modified in any manner except by an instrument in writing executed by the parties hereto.

3. **Law:** This Contract shall be construed and interpreted under the laws of the Commonwealth of Virginia without regard to conflicts of laws statutes. Any claim, proceeding, lawsuit or action shall be brought exclusively in the state courts of Loudoun County, Virginia, or in the United States District Court for the Eastern District of Virginia—Alexandria Division.

4. **Interpretation:** This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Lease or any particular provision herein.

5. **Severability:** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

6. **Remedies:** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have (30) thirty days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. **Assignment:** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party.

8. Arrearages: Nothing in this Contract waives any arrearages owed by the Charter School to LCPS.

9. Insurance: Each party shall maintain adequate insurance or self-insurance coverage to satisfy its obligation under this Contract.

10. Parties' Relationship: Nothing in this Contract shall in any way be construed or intended to create a partnership or joint venture. MCSS shall be a public school in the LCPS school division, but shall operate independently, subject to the terms of the parties' Charter Agreement and any renewals and amendments thereto, applicable law and all School Board Policies, Regulations, rules, practices and directives, unless waived in writing by the School Board. The parties further acknowledge that MCCS 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 MCCS, its directors, trustees, agents, management committee or employees.


11. Counterparts: This Contract 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this contract as the date first set forth above.

SO AGREED:

Approved as to form:


Robert Falconi
Division Counsel

ACCEPTED AND AGREED BY AND FOR THE
LOUDOUN COUNTY SCHOOL BOARD

By: 
Name: Ian Serotkin
Title: Chair
Date: 6-27-23

SO AGREED:

ACCEPTED AND AGREED BY AND FOR THE
MIDDLEBURG COMMUNITY CHARTER
SCHOOL CHARTER SCHOOL


By:  (SEAL)
Name: VITO JOHN GELLINARDO
Title: President CHAIRMAN
Date: 7 July 2023

EXHIBIT 1

SERVICE AND PRICE LIST

Rates of Services Offered by LCPS Support Services			
Service Menu	Description of Service		LCPS Rate* (Billed at time of service unless otherwise noted. Rates are subject to change <u>upon</u> notice.)
Facility Building Maintenance	Work requested on an as-needed basis, as well as preventative maintenance.		LABOR RATE – Currently \$53.44/hr. (including one-way travel and invoiced at .25 hour increments).
			PARTS and MATERIALS - parts and materials will be invoiced to MCCS at LCPS's actual cost.
Specific Services		REQUESTED DESCRIPTION	MCCS REIMBURSES LCPS FOR ACTUAL VENDOR CHARGES.
		Boiler Cleaning	"
		Combustion Testing	"
		Water Treatment	"
		Kitchen Hood Cleaning	"
		Fire Extinguisher Inspections	"
		Fire Alarm Inspections	"
		Turf Maintenance - Fall Fertilization	"
		Integrated Pest Management	"
Trash	50 Refuse pick-ups per year.		Annual cost \$898.00, paid quarterly in the amount of \$224.50.
Recycling	50 Recycling pickups per year.		Annual cost of \$898.00; paid quarterly in the amount of \$224.50

Facilities Technical Security	<p>Life safety systems -- fire alarm systems -- including, but not limited to, fire alarm equipment, fire alarm hook up, fire alarm inspections, fire alarm maintenance and service.</p> <p>Security systems -- including, but not limited to, camera equipment, DVR's, Aiphone, card readers, security systems maintenance and service.</p> <p>Communication systems -- maintenance and service, including Alert Radio.</p> <p>Flashing School Signs -- Programming of the flashing school signs is done with proprietary software that can be programmed by Safety and Security -- Labor Rate for timespent programming will be applicable.</p> <p>Patrol Visits -- After-hours patrol visits to check doors and property, as well as answer false alarms while the building is closed. Service provided at the Hourly Labor Rate and will be invoiced in .5/hr. increments for after-hours patrol visit, which will also include travel as an additional expense.</p>	<p>LABOR RATE - Service provided at the Hourly Rate of \$53.44, and invoiced in .25/hr. increments (including one-way travel)</p> <p>PARTS and MATERIALS - parts and materials will be invoiced at LCPS cost</p>
Legal Services	<p>To the extent there is no conflict between LCPS and MCCA, MCCA may contact LCPS's Division Counsel for legal advisement on an as-needed basis.</p>	<p>LCPS will not charge MCCA for such described services.</p>

***LCPS Labor Rates include salary and benefits**