

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 **HILLSBORO CHARTER ACADEMY (HCA)**, a non-stock, not-for-profit corporation in the Commonwealth of Virginia, having an address of 37110 Charles Town Pike, Purcellville, Virginia, 20132 (hereinafter referred to as "HCA" 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 HCA entered into a Lease, dated March 26, 2019, as extended, for the purpose of leasing the former Hillsboro Elementary School property at 37110 Charles Town Pike, Purcellville, Virginia, 20132, to house the Hillsboro Charter Academy school; and

WHEREAS, HCA is in need of certain support services and desires to secure those services from the School Board at HCA's location of 37110 Charles Town Pike, Purcellville, Virginia, 20132; 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 rewritten.
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 by 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. **Termination.** This Contract shall terminate upon expiration, default, or by mutual agreement of the parties.
4. **Labor Rates/Price.** The 2023-2024 Labor Rates will be determined by LCPS and will be effective and replace the current Labor Rates in Exhibit 1 attached hereto when LCPS provides written notice of the new rates to HCA. 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 HCA. This liability survives this Contract and shall continue to be a liability of HCA until satisfied.
5. **Exhibit 1.** Exhibit 1 is incorporated herein as if fully rewritten, and it contains the Service Menu and current rates until further notice as specified above.

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. HCA 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 HCA 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 HCA, 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.

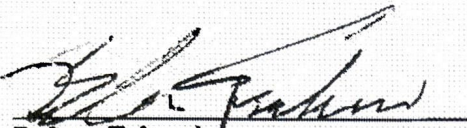
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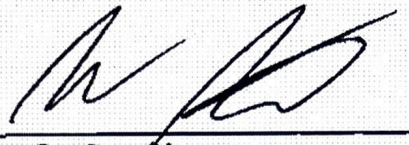
IN WITNESS WHEREOF, the parties hereto have executed this Contract as the date firstset forth above.

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
HILLSBORO CHARTER ACADEMY

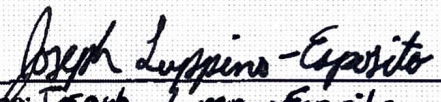
By:  (SEAL)
Name: Joseph Luppino-Exposito
Title: President
Date: 6-27-23

EXHIBIT 1

Rates of Services Offered by LCPS Support Services

Service Menu	Description of Service	LCPS Rates*
		(Rates are subject to change upon notice.)
Facilities 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 HCA at LCPS's actual cost.
Well-water System (non-optional per lease)	Existing water plant must be maintained by the landowner (School Board) at HCA's expense. This service includes plant maintenance, collecting water samples and shipping samples for laboratory analysis.	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 HCA at LCPS's actual cost. HCA to pay shipping of samples.
Specific Services	Boiler Cleaning/Combustion Testing Water Treatment Kitchen Hood Cleaning Fire Extinguisher Inspections Fire Alarm Inspections Turf Maintenance - Fall Fertilization Integrated Pest Management Septic, wastewater & grease trap pumping Generator Maintenance	HCA will reimburse LCPS for actual vendor costs LCPS incurs.
Trash	Approximately 50 Refuse pick-ups per year.	Annual cost of \$898.00, paid quarterly in the amount of \$224.50.
Recycling	Approximately 50 Recycling pick-ups per year.	Annual cost of \$898.00, paid quarterly in the amount of \$224.50.
Snow Removal	Snow Plowing and/or salt-sand spreading in parking lot	Flat rate of 2 hours per service delivery.

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 time spent 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's actual cost.</p>
Legal Services	<p>To the extent there is no conflict between LCPS and HCA, HCA may contact LCPS's Division Counsel for legal advisement on an as-needed basis.</p>	<p>LCPS will not charge HCA for such described services.</p>

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