

TECHNOLOGY SERVICES CONTRACT

THIS CONTRACT is made and entered into as of this 1st day of July, 2016, 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"), 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 "School Board").

WITNESSETH:

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

WHEREAS, the School Board is willing to provide certain technology services as stated herein; 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 shall be from July 1, 2016, to June 30, 2017.
3. **Base Price For Base Services:** In exchange for the base monthly price of \$1,333.67, the School Board will be responsible for and provide and maintain:
 - a. A 100mb data circuit with access to the internet;
 - b. McAfee Antivirus software for the network and school computers; and
 - c. The software licensing fees for Phoenix Student Information System and Gradebook as well as for Adobe Creative Suite, Microsoft Office 365, Microsoft Productivity Tools, and Microsoft Operating System are included in this contract base price. The parties will negotiate the price for any new software needed in the future that MCCS desires to purchase through the School Board. If MCCS does not purchase through the School Board, MCCS will obtain the advance review and approval for the purchase from the Department of Technology Services of new software or hardware for compatibility purposes.
4. **Repair Calls and Price:**
 - a. MCCS may call in a request for one or more of the services below and will be responsible on a time and material basis.

b. Repair Services:

- i. Repairs of (but not the scheduled replacement of) computer desktops, laptops or other devices including printers (but not Deskjet printers or tablets or Chromebooks or materially similar devices). There is also no obligation to refresh, that is, replace such computers, laptops or other devices, on a pre-planned schedule. If MCCS wants to replace a computer through the School Board, the parties may negotiate the price. Toner for the printers is not included in this contract;
 - ii. Repairs of telephones, telephone cables and switches and related hardware (does not include actual telephone service);
 - iii. Maintenance, support, and toner replacement for photocopiers (e.g. Xerox) will remain the responsibility of MCCS and the School Board will not provide service, replace or perform planned refresh of photocopiers;
 - iv. Repairs of audio visual devices and Interactive White Boards (aka Promethean Boards); and
 - v. DTS is responsible for the support and connectivity of the Local Area Network (LAN) and Wide Area Network (WAN). If system infrastructure parts, such as switches, routers, etc. fail, MCCS will contact DTS to replace or repair said system infrastructure parts which will include installation labor on a time and materials basis and cost of parts.
- c. Hourly Rate. The hourly labor rate for repair services shall be charged by the quarter hour with a minimum one hour charge per call using the following schedule:
- i. \$35.00 per hour for Infrastructure Repair Service.
 - ii. \$30.00 per hour for AV and Tech Repair Service.
 - iii. \$40.00 per hour for Student Information System and Gradebook Repair Service.
 - iv. \$30.00 per hour for Telecommunication.

5. Add On Services:

BlackboardConnect (formerly Edconnect) capability and Schoolwires web management services may be added to this contract for the additional annual costs below.

i. BlackboardConnect capability for annual fee of 1.50 per enrolled student.

ii. Schoolwires webpage management services for annual fee of \$1,088.00.

6. Refresh: "Refresh" is the pre-planned, scheduled replacement of device. The School Board, however, will not be obligated to "refresh" or replace any computer, whether desktop, laptop or other device at any time.

7. The School Board will make repairs only if the cost of labor and parts is less than 2/3 of the depreciated value of the equipment.

8. Technology Equipment Not Covered: This contract does not cover surveillance cameras, surveillance recording devices, television monitors, iPhones, emergency radio systems, radio-related FCC fees, card access readers, fire alarm systems or other electronic entry software or hardware, photocopiers and any other equipment not covered by this contract.

9. Other Technology Equipment: All network routers, circuits, cabling, switches and the like are the exclusive property of the School Board and replacements remain the property of the School Board.

10. Billing: M CCS will be invoiced quarterly for the monthly base price for base services and the costs for any system infrastructure parts; and, M CCS will be charged quarterly for the labor rate stated herein, charged by the quarter hour, associated with each repair call and for the Add On services, if requested. There is a minimum charge of one hour per repair call that includes travel time. 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 M CCS. This liability survives this contract and shall continue to be a liability of M CCS until satisfied.

11. Arrearages: The parties desire and do hereby resolve differences between them regarding the payment for past technology services rendered by the School Board to M CCS as follows: as follows:

a. For technology services and parts rendered during the period of January 1, 2016, through June 30, 2016, the School Board will invoice M CCS in July 2016 and full payment shall be remitted not later than September 30, 2016.

b. For technology services and parts rendered during the period of July 1, 2014, through December 31, 2015, M CCS shall remit the sum of \$36,132.26 in 12 equal installments and such shall be deducted in 12 equal quarterly deductions from any funds owed to M CCS under the Charter School Agreement.

c. This obligation and liability of M CCS shall survive the contract, the lease and the Charter School Agreement between the parties until satisfied in full.

OTHER TERMS AND CONDITIONS.

12. 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. .

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 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.

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

19. No Waiver: Failure of one party to give notice of default or failure to invoice or bill within the time allotted shall not be deemed a waiver of any defect by either party or of the obligation to pay for services rendered.

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

(SIGNATURES ON NEXT PAGE)


SO AGREED:

Approved as to form:



Stephen L. DeVita, Division Counsel


ACCEPTED AND AGREED BY AND FOR THE
LOUDOUN COUNTY SCHOOL BOARD

By: 

Name: Eric Hornberger
Title: Chairman
Date: 7/12/16

SO AGREED:

ACCEPTED AND AGREED BY AND FOR THE
MIDDLEBURG COMMUNITY CHARTER
SCHOOL

By: _____


(SEAL)
Name: Robert P. Liscouski
Title: President
Date: 8 July 2016

