

SUPPORT SERVICES CONTRACT (Time and Materials) and PROMISSORY NOTE

FIRST CONTRACT EXTENSION

THIS CONTRACT EXTENSION is made and entered into as of this 24th day of April, 2017, 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, the Lessor and the Lessee have entered into a Renewal Lease 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 the MCCS location of 101 Madison Street, Middleburg, Virginia 20118; and

WHEREAS, the parties entered into a Support Services Contract (Time and Materials) on July 1, 2016, and a First Amendment on November 22, 2016; and

WHEREAS, a certain debt obligation is owed by MCCS to the School Board for previous support services rendered and is referenced in the July 1, 2016, contract as amended on November 22, 2016; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **Recitals**: The above recitals are incorporated herein as if fully re-written.
2. **Extension**: All of the terms and conditions of the said contract entered into between the parties on July 1, 2016, as amended on November 22, 2016, are hereby extended to June 30, 2018, except as modified herein. The MCCS obligations, including the arrearage debt obligations, and liabilities shall survive this contract, the related lease, and the related Charter School Agreement between the parties until satisfied in full.
3. **Conveyance**. If for any reason, the School Board no longer is the title owner of the said property, then the School Board shall no longer provide services under this contract, however, the debt obligations of MCCS shall survive and continue until satisfied in full.
4. **Labor Rates**. The 2018 Labor Rates will be determined by LCPS and will be effective and replace the current Labor Rates when written notice is provided to MCCS of the new rates.


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

SO AGREED:

Approved as to form:


ACCEPTED AND AGREED BY AND FOR THE LOUDOUN COUNTY SCHOOL BOARD


Stephen L. DeVita, Division Counsel

By: 
Name: Jeff Morse
Title: Chair
Date: 4/24/2017

SO AGREED:

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

By:  (SEAL)
Name:
Title: President
Date: 24 APR 17