

**SUPPORT SERVICES CONTRACT (Time and Materials) and PROMISSORY NOTE**

**SECOND CONTRACT EXTENSION**

THIS CONTRACT EXTENSION is made and entered into as of this 3<sup>rd</sup> day of October, 2018, 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

WHEREAS, the said contract, as amended, was extended by the First Contract Extension on April 24, 2017; 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, as amended, entered into between the parties on July 1, 2016, as amended on November 22, 2016, are hereby extended to June 30, 2019, unless sooner terminated and 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. **Termination**. This contract shall terminate upon expiration, default, or if for any reason the Loudoun County School Board conveys and records title to the real property of 101 Madison Street, Middleburg, Virginia, to any other entity. Such termination shall be effective upon recordation of a conveying deed.

4. Labor Rates. The 2018-2019 Labor Rates will be determined by LCPS and will be effective and replace the current Labor Rates in Exhibit 1 when written notice is provided to MCCA of the new rates by LCPS.

5. Exhibit 1. Replace Exhibit 1 from the original contract with the attached Exhibit 1.


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: Jeffrey B. Morse  
Title: Chair  
Date: 9/11/18

SO AGREED:

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

By:  (SEAL)  
Name:  
Title: President  
Date: 3/10/18

## Rates of Services Offered by LCPS Support Services

### LCPS Rates

(Billed at time of services unless otherwise noted. Rates subject to change upon notice.)

Service Menu	Description of Service	
<b>Building Maintenance</b>	Work requested on an as need basis as well as preventative maintenance.	<b>LABOR RATE</b> – Currently \$38.50/hr. (including one-way travel and invoiced at .25 hour increments) <b>PARTS and MATERIALS</b> - parts and materials at LCPS' actual cost to be invoiced to MCCS.
<b>Specific Services</b>	Boiler Cleaning/Combustion Testing Water Treatment Kitchen Hood Cleaning Fire Extinguisher Inspections Fire Alarm Inspections Turf Maintenance - Fall Fertilization Integrated Pest Management	MCCS REIMBURSES LCPS FOR ACTUAL VENDOR CHARGES.
<b>Trash</b>	50 Refuse pick-ups per year.	Annual cost of \$898.00 paid quarterly in the amount of \$224.50.
<b>Recycling</b>	50 Recycling pick-ups per year.	Annual cost of \$898.00 paid quarterly in the amount of \$224.50.
<b>Safety and Security</b>	<p><b>Life safety systems</b> - 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><b>Security systems</b> - including but not limited to camera equipment, DVR's, AiPhone, card readers, security systems maintenance and service.</p> <p><b>Communication systems</b> - maintenance and service including Alert Radio.</p> <p><b>Flashing School Signs</b> - Programing 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><b>Patrol Visits</b> - After hours patrol visits check doors and property as well as answer false alarms while the building is closed. Service provided at the Hourly Labor Rate and invoiced in .5/hr. increments for afterhours patrol visit which includes travel.</p>	<p><b>LABOR RATE</b> - Service provided at the Hourly Rate of \$26.00 and invoiced in .25/hr. increments (including one-way travel)</p> <p><b>PARTS and MATERIALS</b> - parts and materials will be invoiced at LCPS cost.</p>

