

TECHNOLOGY SERVICES CONTRACT (Firm Fixed Price)

THIS CONTRACT is made and entered into as of this 27 day of June, 2023, by and between the **MIDDLEBURG COMMUNITY CHARTER SCHOOL**, a nonstock, nonprofit corporation, State Corporation Commission No. 773418-9, filed January 16, 2014, currently having its principal place of business at, 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" or "LCPS").

W I T N E S S E T H:

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,

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, 2023, to June 30, 2024. 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. **Base Price:** In exchange for the services to be provided herein, MCCS will remit \$20,000.00 in four equal quarterly installments per school year to be deducted from any and all funds owed to MCCS under its Charter School Agreement with the School Board. If any quarterly payment is insufficient to satisfy the amount owed to the School Board, the School Board will inform MCCS, in writing, and MCCS shall remit the difference within (30) thirty days. This liability survives this Contract and shall continue to be a liability of MCCS until satisfied.
4. **Services:** In exchange for the said price stated in Paragraph 3, the School Board will provide the reasonably necessary technology support and parts replacement to maintain the current level of technology provided for MCCS as of July 1, 2023, as follows:
 - a. Repair services of network/infrastructure hardware, cabling, routers, circuit boards and switches and audio-visual devices—except repairs to Promethean Boards or other white boards will not be provided;

- b. Repairs of computer desktops, laptops or other computer devices, including printers (except Deskjet printers, and tablets or similar devices), in the school on July 1, 2023. There is also no obligation to refresh, that is, replace, the computers, laptops or other computer devices, on a pre-planned schedule;
- c. Dark Fiber data connection to the LCPS network at 10 Gb;
- d. Antivirus software for the network and school computers;
- e. Repairs to telephones, telephone cables and switches and related hardware;
- f. Audio visual devices and their connectivity—excluding Promethean or other white boards;
- g. Instructional and Other Software—the software licensing fees for the Phoenix Student Information System, Phoenix Gradebook, Adobe Creative Suite, Microsoft Office 365, Microsoft Productivity Tools and Microsoft Operating System are included in the base price. Any other software programs needed or desired by MCCS would be billed at cost of purchase and licensing fee, unless already purchased, in which case, only the licensing fee will be charged. MCCS will obtain LCPS’s advance approval prior to installing any software purchased or obtained outside of LCPS; and
- h. Toner for printers is not included in this Contract.

5. Add-On Services. Blackboardconnect (formerly Edconnect) capability and Schoolwires webpage management services are not covered by the contract base price in Paragraph 3 above, but can be purchased from the School Board as follows:

- i. Blackboardconnect capability for an annual fee of \$1.50 per enrolled student.
- ii. Schoolwires webpage management services for an annual fee of \$1,091.57.

6. Technology support means the necessary labor to diagnosis, repair or replace existing hardware or software needed to maintain the current technology and audio-visual equipment in the school. LCPS is not required to make any repairs it deems it, in its sole professional judgment, would be more cost effective to replace hardware or software than repair it.

7. Refresh: The School Board, however, will not be obligated to replace or “refresh” any computer, whether desktop, laptop or other at any time.

8. Technology Equipment Not Covered: This Contract does not cover surveillance cameras, surveillance recording devices, television monitors, Aiphones, emergency radio systems, radio-related FCC fees, card access readers, fire alarm systems or other electronic entry software or hardware, white boards and Promethean boards.

OTHER TERMS AND CONDITIONS.

9. 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

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against the other on any matter whatsoever arising out of or in any way connected with this Contract.

10. **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.

11. **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.

12. **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 contract or any particular provision herein.

13. **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.

14. **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.

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

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

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

18. **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.

19. Counterparts; Signature by Facsimile. 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.


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


Robert M. Falconi
Division Counsel

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

SO AGREED:

ACCEPTED AND AGREED BY AND FOR THE MIDDLEBURG COMMUNITY CHARTER SCHOOL

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