

SCHOOL NUTRITION SERVICES AGREEMENT

This Agreement is made and entered into as of this 23rd day of May, 2023, by and between HILLSBORO CHARTER ACADEMY, 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 "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 "School Board" or "LCPS").

WITNESSETH:

WHEREAS, HCA is in need of certain nutrition services (*i.e.*, the provision of breakfast and lunch meals to HCA students and/or staff) and desires to secure those services from the School Board at the HCA location of 37110 Charles Town Pike, Purcellville, Virginia 20132; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Recitals: The above recitals are incorporated herein by reference as if fully re-written.
2. Term: The term of this Agreement shall be from July 1, 2023, to June 30, 2024.
3. Base Price: \$0.00, but see "Funding Arrangement" below.

OPERATION OF SERVICES.

4. Funding Arrangement:
 - a. School Board will charge individuals on a per-meal or item basis in accordance with rates established for and used by LCPS schools by LCPS's School Nutrition Services (SNS) office;
 - b. School Board will collect and retain all payments for meal and à la carte sales;
 - c. School Board will claim all federal and state reimbursement for "Free," "Reduced-Price," and "Paid" breakfast and lunch meals served to HCA students;

- d. All federal and state funding provided pursuant to this Agreement will be awarded to the School Board;
- e. LCPS will maintain records of all incomes generated and costs incurred in support of this agreement. Costs in excess of revenues from the start of the school year through December 31st of each year will be reduced from the second quarterly remittance of funds prescribed by the HCA Charter School Renewal Agreement. LCPS will conduct a true-up of full year costs and revenues related to this agreement at the end of the each school year and include any necessary balances in the final year true-up between HCA and LCPS as prescribed by the HCA Charter School Renewal Agreement.
- f. Federal law prohibits school nutrition programs from denying students a meal if they are unable to pay. LCPS will follow procedures outlined in School Board Policy 6130 throughout each school year to remedy unpaid meal debt. LCPS will invoice HCA for any remaining unpaid meal debt associated with HCA students at the end of each fiscal year; and
- g. All revenues generated through this Agreement will be maintained in LCPS Fund 1250 in accordance with LCPS School Board Policies and Regulations.

5. School Board Responsibilities: In exchange for the funding arrangement stated above, the School Board will provide school meals that meet the nutrient standards for elementary students, as established by the USDA. LCPS SNS will staff the program with ServSafe-certified and National School Lunch Program trained staff.

LCPS SNS staff's responsibilities on behalf of HCA will include the following tasks:

- a. Advertise the breakfast and lunch menus and order food and supply items as needed to produce menu items and à la carte sales for HCA;
- b. Facilitate meal payment that includes service-line payments of cash or check and electronic payments through the School Board-provided point-of-sale software during meal times;
- c. Accept and process both paper and electronic applications for Free and Reduced Meals (FARM). Paper applications shall be collected during meal service hours. Electronic applications shall be submitted via the School Board-provided point-of-sale software;

- d. Prep on-site and serve breakfast meals to students at HCA;
- e. Prep on-site and serve lunch meals to students at HCA;
- f. Manage food and beverage deliveries;
- g. Clean and sanitize all kitchen large equipment, small wares, surfaces, and floors using School Board provided equipment and chemicals;
- h. Update HCA Principal and Operations Manager on repairs needed to operate the kitchen equipment; and
- i. Assist Local School Wellness representative in completing the annual Wellness Assessment and in maintaining proper documentation of all food related fundraisers.

6. HCA Responsibilities: In exchange for the School Board services outlined above, HCA will agree to the following:

- a. Provide LCPS SNS 24/7-access to HCA's kitchen facility and dining room areas;
- b. Provide a dedicated space for LCPS SNS kitchen staff to prepare the serving area and provide for a manager's office;
- c. Provide a dedicated freezer and refrigerated space for the exclusive storage of LCPS food items;
- d. To avoid comingling of food storage during the summer months, HCA has access to the walk-in refrigerator and the walk-in freezer beginning the first day of summer break until seven calendar days preceding the new school year;
- e. Publish meal schedules daily;
- f. Provide kitchen-facility access to health inspectors;
- g. Post all inspection certifications in the kitchen facility;
- h. Maintain HCA's compliance with Policy 6120 and associated regulations.

OTHER TERMS AND CONDITIONS.

7. Period of Performance/Termination: All terms, conditions, and responsibilities set forth in this Agreement shall remain in effect until terminated in writing by either party. Either party may terminate this Agreement at any time, with or without cause, provided that the written notice be delivered at least 90 days prior to the effective date of termination. Otherwise, this Agreement shall be automatically renewed for succeeding one-year terms up to June 30, 2029.

8. Merger, Conflicts, and Amendments: This Agreement merges all understandings, representation, and agreements between the parties hereto with respect to these matters, and this Agreement shall not be changed or modified in any manner except by an instrument in writing executed by the parties hereto.

9. Law: This Agreement 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 arising out of this Agreement shall be brought exclusively in the state or federal courts located in (or within jurisdiction over) Loudoun County, Virginia.

10. Interpretation: This Agreement 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.

11. Severability: If any provision of this Agreement 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 Agreement is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be deemed to be written, construed, and enforced as so limited.

12. Remedies: In addition to any and all other rights a party may have available according to the law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement, the other party may terminate the Agreement 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 the Agreement.

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

14. Parties' Relationship: Nothing in this Agreement 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.

15. Counterparts; Signature by Facsimile: This Agreement 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.


16. Arrearages: Nothing in this Agreement waives any arrearages owed by HCA to LCPS.

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


SO AGREED:

Approved as to form:

ACCEPTED AND AGREED BY AND FOR
THE LOUDOUN COUNTY SCHOOL BOARD



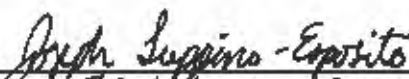
Robert M. Falconi
Division Counsel

By: 

Name: Ian J. Serotkin
Title: Chair
Date: 5-30-23

SO AGREED:

ACCEPTED AND AGREED BY AND FOR
HILLSBORO CHARTER ACADEMY

By: 

Name: Joseph Luppino-Exposito
Title: President HCA Board of Directors
Date: 5-17-2023