

SUPPORT SERVICES CONTRACT
(Time and Materials)

THIS CONTRACT is made and entered into as of this 1 day of July, 2024, by and between the **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"), and the **LOUDOUN COUNTY SCHOOL BOARD**, a school board and political subdivision of the Commonwealth of Virginia, operating as Loudoun County Public Schools, having its address of 21000 Education Court, Ashburn, Virginia, 20148 (hereinafter referred to as the "School Board" or "LCPS"), each referred to as "Party" and collectively the "Parties."

W I T N E S S E T H:

WHEREAS, the School Board and HCA entered into a lease dated March 26, 2019, as extended, to lease the former Hillsboro Elementary School property, located at 37110 Charles Town Pike, Purcellville, Virginia, 20132, to HCA to house the Hillsboro Charter Academy school; and

WHEREAS, pursuant to Section 22.1-212.14(C) of the Code of Virginia, as amended, local school boards may provide services to public charter schools, which include, food services; custodial and maintenance services; curriculum, media, and library services; warehousing and merchandising; and such other services not prohibited by state or federal law; and

WHEREAS, HCA is in need of certain support services and desires to secure those services from the School Board for the Hillsboro Charter Academy school; and

WHEREAS, the Parties desire to enter into this Contract to outline the roles and responsibilities of the Parties, identify the support services to be furnished by the School Board, and payment by HCA;

NOW, THEREFORE, in consideration of the terms hereinafter set forth, the Parties mutually agree as follows:

1. **Recitals**: The above recitals are incorporated herein as if fully rewritten.

2. **Term**: The term of this Contract shall be from July 1, 2024 to June 30, 2025, unless earlier terminated as provided herein. 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.

3. **Support Services**: Upon request by HCA and availability of LCPS staff, the School Board agrees to provide HCA support services described in **Exhibit 1**, attached hereto and incorporated herein. Unless otherwise agreed to by the Parties, the designated HCA point of contact will issue a request for materials, supplies or services needed to the designated LCPS contact. Such requests shall include the type of services needed, location and/or building area, service dates and/or hours needed. LCPS staff will review such requests for services and determine if staff or resources are available to fulfill the service requests. If materials, supplies or support services requested by HCA

9. Confidentiality: All Parties agree to protect the privacy of student or related "Personally Identifiable Information" ("PII") and educational records and to refrain from the use or disclosure of student educational records without proper consent, in accordance with all federal, state, and local statutes and regulations applicable to the operation of this Contract, including, but not limited to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the Health Insurance Portability Accountability Act of 1996 ("HIPAA").

10. Certification of Contractor: As required by Section 22.1-296.1 of the Code of Virginia, the Parties agree that no person providing services requiring direct contact with students on school property during school hours or during any school activities shall have been convicted of any violent felony as set forth in the definition of barrier crime in subsection A of Section 19.2-392.02, or any offense involving the sexual molestation, or physical or sexual abuse, or rape of a child; or the solicitation of any such offense; or have been convicted of any crime of moral turpitude.

11. Non-Discrimination: No Party to this Contract shall unlawfully discriminate against any individual or organization based on race, color, national origin, religion, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status, veteran status, disability, age, genetic information, or any applicable state or federal regulation or law. The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990, and the regulations related thereto.

12. Insurance: Each Party shall maintain adequate insurance or self-insurance coverage to satisfy its obligation under this Contract.

13. Liability: Except as provided herein, neither Party to this Contract shall be responsible to the other for personal injury or property damage or other loss except for that resulting from its own negligence or the negligence of its employees, affiliates, or others for whom the Party is responsible. This Contract shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other or to a third-party. Nothing contained herein shall be deemed as, or construed to be, a waiver of sovereign immunity enjoyed by LCPS in the Commonwealth of Virginia.


14. Parties' Relationship: Nothing in this Contract 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. Force Majeure: Neither Party shall be liable to the other for damages caused by delay or failure to perform its obligations under this Contract where such delay or failure is caused by an event beyond its control, such as, but not limited to weather, natural disasters, pandemics, acts of war, insurrection, and terrorism. If a Party seeks to rely on a force majeure event, that Party shall immediately notify the other Party of the reason for and anticipated period of any delay. For purposes of this Contract, "Force Majeure" includes labor disputes not involving the HCA or LCPS, fire, terrorism, war, epidemics, unusually severe weather not foreseeable, and governmental acts, or declarations unrelated to this Contract. If school is cancelled, any athletic or other event

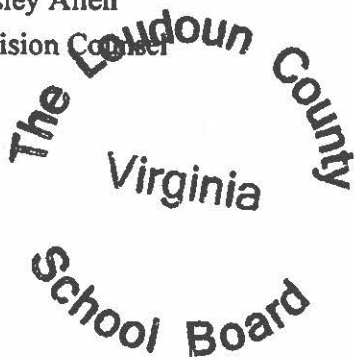
IN WITNESS WHEREOF, the Parties hereto have executed this Contract as the date firstset forth above.

SO AGREED:

Approved as to form:



Wesley Allen
Division Counsel



SO AGREED:

ACCEPTED AND AGREED BY AND FOR THE
LOUDOUN COUNTY SCHOOL BOARD

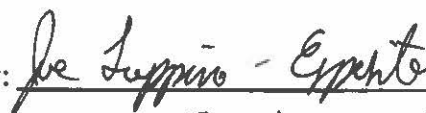
By: _____

Printed Name: Shari Byrne

Title: Clerk of the Board

Date: 7-1-24

ACCEPTED AND AGREED BY AND FOR THE
HILLSBORO CHARTER ACADEMY

By: _____ (SEAL)

Printed Name: Joe Luppino-Esparito

Title: President

Date: 7-18-24

Facilities Technical Security	<p>Life Safety Systems -- 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>Security Systems – including, but not limited to, camera equipment, digital video recorders (DVRs), Aiphone, card readers, security systems maintenance and service.</p> <p>Communication Systems — maintenance and service, including Alert Radio.</p> <p>Flashing School Signs – Programming of the flashing school signs is done with proprietary software that can be programmed by Technical Security.</p>	<p>LABOR RATE - Service provided at the hourly rate of \$60.26 and invoiced in .25/hr. increments, and includes one-way travel. Labor rate will include time spent programming the school signs.</p> <p>PARTS and MATERIALS - parts and materials will be invoiced at LCPS's actual cost.</p>
Safety and Security	<p>Patrol Visits – After-hours patrol visits to check doors and property, as well as answer false alarms while the building is closed.</p>	<p>LABOR RATE - Service provided at the hourly rate of \$30.00 and invoiced in .25/hr. increments. Mileage will be invoiced as an additional expense</p>
Legal Services	<p>To the extent there is no conflict between LCPS and HCA, HCA may contact LCPS's Division Counsel for legal advisement on an as-needed basis.</p>	<p>LCPS will not charge HCA for the described services.</p>

***LCPS Labor Rates include salary and benefits**