

FIRST AMENDMENT
TO
TECHNOLOGY SERVICES CONTRACT
BETWEEN THE
LOUDOUN COUNTY SCHOOL BOARD
AND
THE MIDDLEBURG COMMUNITY CHARTER SCHOOL

THIS FIRST AMENDMENT ("First Amendment") is to the Middleburg Community Charter School Technology Services contract entered into on the 1st day of July 2016 by and between the LOUDOUN COUNTY SCHOOL BOARD ("School Board" and also referred to as "Loudoun County Public Schools" and "LCPS"), a political subdivision of the Commonwealth of Virginia and body politic, having its principal place of business at 21000 Education Court, Ashburn, Virginia, 20148 and 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 ("Charter School").

RECITALS:

WHEREAS, The School Board is the governing body of the Loudoun County School Division and is vested with the constitutional authority to supervise the schools in Loudoun County under Article VIII, Section 7, of the Constitution of the Commonwealth of Virginia; and

WHEREAS, the parties desire to amend the Technology Services Contract between them, dated July 1, 2016 with regards to the LCPS invoice for the period of January 1, 2016, through June 30, 2016; and

AGREEMENT:

NOW, THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, and in consideration of the promises and mutual covenants and understandings of each of the parties, the parties covenant and agree as follows:

1. The above recitals are incorporated herein.
2. The terms and conditions of the said contract, dated July 1, 2016, unless otherwise changed, modified or deleted by this First Amendment, shall continue and remain in full force and effect.
3. Therefore, the parties agree as follows:
4. Completely replace Paragraph 11 of the Technology Services contract, dated July 1, 2016, with the following Paragraph 11:

"11. Arrearages. The parties desire and do hereby resolve differences between them regarding the payment for past technology support services rendered by the School Board to M CCS as follows:

- a. The School Board will reimburse to M CCS the amount it has paid for technology support services for the period of January 1, 2016, to June 30, 2016, in the amount of \$11,124.05. This said amount has been added to the outstanding balance owed by M CCS for the period of July 1, 2014, to June 30, 2016 and the total owed is stated in paragraph 5b below.
- b. For technology support services and parts rendered during the period of July 1, 2014, through June 30, 2016, M CCS shall remit the outstanding sum of \$41,234.27 in ten (10) equal quarterly installments which shall be deducted in ten (10) equal quarterly deductions from any funds owed to M CCS by LCPS. Any sums remaining unpaid at the end of the said quarterly installments shall be paid forthwith.
- c. This obligation and liability of M CCS shall survive this contract, the lease and the Charter School Agreement between the parties until satisfied in full."

AGREED:

THE LOUDOUN COUNTY SCHOOL BOARD:

By 
Chairman of the School Board

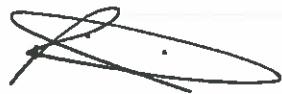
Date: 11/22/16

Sufficient as to form:


Stephen L. DeVita
Division Counsel

SO AGREED:

MIDDLEBURG COMMUNITY CHARTER SCHOOL, a Virginia non-stock, non-profit corporation, doing business as a public charter school in Loudoun County, Virginia:


By _____
President
Middleburg Community Charter School
Date: _____