

**FIRST AMENDMENT TO THE TECHNOLOGY SERVICES CONTRACT BETWEEN
THE LOUDOUN COUNTY SCHOOL BOARD AND THE HILLSBORO CHARTER
ACADEMY**

THIS FIRST AMENDMENT ("First Amendment") to the Technology Services Contract, dated July 1, 2022, 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" 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").

RECITALS:

WHEREAS, HCA is in need of certain technology services and desires to secure those services from the School Board at the HCA location of 37110 Charles Town Pike, Purcellville, Virginia, 20132; and

WHEREAS the parties entered into the currently operating Technology Services Contract, dated July 1, 2022; and

WHEREAS, the parties have negotiated and agreed upon this First Amendment to the said Technology Services Contract as follows.

AGREEMENT:

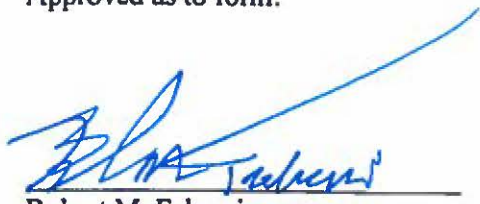
NOW, THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, and, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties covenant and agree as follows:

1. The above recitals are incorporated herein.
2. The terms and conditions of the said operating Technology Services Contract, dated July 1, 2022, as modified by this First Amendment shall continue and remain in full force and effect.
3. Paragraph 4(f) is hereby deleted and replaced with the following restated paragraph 4(f):

"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 HCA as of July 1, 2022, as follows:

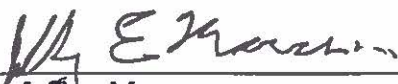
f. Audio visual devices and their connectivity. Subject to, and notwithstanding the foregoing, note that LCPS will only support Promethean or other white boards that are still under warranty for part replacements, provided they align with the respective models supported by LCPS. In order to be eligible for LCPS support, such devices must also be updated with the latest firmware, and must be labeled with an LCPS asset tag. LCPS will not pay for the replacement of a new Promethean or other white board that may be needed.”

Approved as to form:



Robert M. Falconi
Division Counsel

ACCEPTED AND AGREED BY AND FOR THE
LOUDOUN COUNTY SCHOOL BOARD

By: 

Name: Jeffrey Morse
Title: Chair

Date: 12/5/22

SO AGREED:

ACCEPTED AND AGREED BY AND FOR THE
HILLSBORO CHARTER ACADEMY CHARTER
SCHOOL

By:  (SEAL)

Name: Joe Luppino-Esposito
Title: President

Date: 10-30-22