

## **TECHNOLOGY SERVICES CONTRACT (Firm Fixed Price)**

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."

### **WITNESSETH:**

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 technology services and desires to secure those services from the School Board for Hillsboro Charter Academy school ("HCA 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 re-written.
2. **Term**: The term of this Contract shall be from July 1, 2024, to June 30, 2025, unless earlier terminated as provided herein. 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 the Parties affirmatively withdraw from the Charter School Agreement while the new agreements are being negotiated.
3. **Base Price and Payment**: In exchange for the technology services to be provided herein, HCA will remit \$20,000.00 ("Base Price") to LCPS in four equal quarterly installments per school year to be deducted from any and all funds owed to HCA 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 HCA, in writing, and HCA shall remit the difference within (30) thirty days. This liability survives this Contract and shall continue to be a liability of HCA until satisfied.

4. Technology Services: In exchange for payment of the Base Price, 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, 2024, as follows:

A. Basic Services: Except as provide herein, the School Board, through the LCPS Department of Digital Innovation (DDI), agrees to provide the following support services at HCA School. 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, in its sole professional judgment, would be more cost effective to replace hardware or software than repair it. If materials, supplies, software, or support services requested by HCA are not available on current LCPS contracts, LCPS may agree to fulfill the procurement request in accordance with the procurement methods set forth in the LCPS regulations and staff availability.

1. Networking and Infrastructure. Repair services of network/infrastructure hardware, cabling, routers, circuit boards and switches and audio-visual devices;.
2. Computer Hardware. Repair computer desktops, laptops or other computer devices, including printers (except Deskjet printers, and tablets or similar devices), in the HCA school on July 1, 2024. There is also no obligation to refresh or replace the computers, laptops or other computer devices on a pre-planned schedule;
3. Dark Fiber. Support a dark fiber data connection to the LCPS network at 10 gigabytes (Gb);
4. Antivirus Software. Install antivirus software for the network and HCA School computers;
5. Telephones and Hardware. Repair telephones, telephone cables and switches, and related hardware;
6. Audio-Visual Devices. Support audio-visual devices and their connectivity. In order to be eligible for LCPS support, audio-visual devices must also be updated with the latest firmware and must be labeled with an LCPS asset tag; and
7. Instructional and Other Software. LCPS will provide and install software approved by LCPS. 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 HCA would be billed at cost of purchase and licensing fee, unless already purchased by LCPS, in which case, only the licensing fee will be charged. HCA will obtain LCPS's advance approval prior to installing any software purchased or obtained outside of LCPS.

- B. Add-On Services: Blackboardconnect (formerly Edconnect) capability and Schoolwires webpage management services are not covered by the Contract Base Price, but can be purchased from the School Board as follows:
1. Blackboardconnect (formerly Edconnect) capability for an annual fee of \$1.50 per enrolled student.
  2. Schoolwires webpage management services for an annual fee of \$1,091.57.
- C. School-Purchased Technology: LCPS agrees to make reasonable efforts to provide support for HCA-purchased technologies that are covered under warranty and align with the respective models and standards supported by LCPS. LCPS shall not be responsible for providing support for HCA-purchased technologies that do not align with its supported models and standards.
- D. Refresh: The School Board will not be obligated to proactively replace or “refresh” any computer, whether desktop, laptop or other at any time.
- E. Technology Equipment Not Covered: This Contract does not cover surveillance cameras, surveillance recording devices, television monitors, Aiphones, emergency radio systems, radio-related Federal Communications Commission (FCC) fees, card access readers, fire alarm systems or other electronic entry software or hardware, white boards and Promethean boards, and printer toner.

5. Default: 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 as provide in Paragraph 3. 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.

6. Notices: Any notice, communication, request, reply, or advice (“Notice”) in this Contract provided or permitted to be given, made or accepted by any Party to the other must be in writing and shall be effectively given if deposited in the United States mail, postpaid, certified, and addressed to the Party to be notified, with return receipt requested (mail services may include overnight Express Mail, Federal Express and UPS service), or delivered in person to such Party. Any Notice mailed shall be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service or other overnight mail services as referred to above. For purposes of Notice the addresses of the Parties shall, until changed as hereinafter provided, be as found below:

<b>Loudoun County School Board dba Loudoun County Public Schools</b> Attn: Dr. Allen Spence, Superintendent 21000 Education Court Ashburn, VA 20148  <i>With copy to:</i> Wesley D. Allen, Division Counsel 21000 Education Court Ashburn, VA 20148	<b>Hillsboro Charter Academy</b> Attn: <i>President, Board of Directors</i> 37110 Charles Town Pike Purcellville, Virginia, 20132
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7. **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").

8. **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.

9. **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.

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

11. **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.

12. **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.

13. 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 related to this Contract may be cancelled with no penalty to the School Board.

14. Merger, Conflicts and Amendments: This Contract merges all understandings, representation, and agreements between the Parties with respect to the provision of technology services. Any agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force or effect., and this Contract shall not be changed or modified in any manner, except by an instrument in writing executed by the parties hereto.

15. Governing 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.

16. 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.

17. 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.

18. Waiver: The failure of either Party to enforce any provision, term, or condition in this Contract shall not be deemed to be a waiver of such rights or any subsequent breach of provisions herein contained

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

20. Arrearages: Nothing in this Contract waives any arrearages owed by HCA to the School Board.

21. Counterparts; Electronic Signatures: This Contract may be signed in counterparts, which shall together constitute the original contract. Signatures received by electronic means by either Party shall have the same effect as original signatures.


*[SIGNATURE PAGE FOLLOWS]*

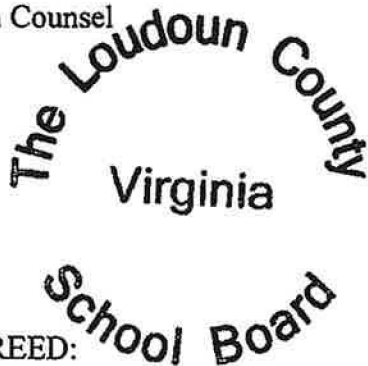
IN WITNESS WHEREOF, the Parties hereto have executed this Contract as the date first set forth above.

SO AGREED:

Approved as to form:

ACCEPTED AND AGREED BY AND FOR THE  
LOUDOUN COUNTY SCHOOL BOARD

  
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Wesley Allen  
Division Counsel



SO AGREED:

By: Shari Byrne

Printed Name: Shari Byrne

Title: Clerk of the Board

Date: 7-1-24

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

By: Joe Luppino-Espino (SEAL)

Printed Name: Joe Luppino-Espino

Title: President

Date: 7-1-24