

## MEMBERSHIP AGREEMENT

**1. PARTIES.** This Agreement (“**Agreement**”) is entered into as of March 12, 2014 by and between **blendedschools.net** (“**blendedschools**”), a Pennsylvania non-profit corporation, with offices at 2527 U.S. Highway 522 South, McVeytown, PA 17051 and Southern Lehigh School District (“**Member**”), with offices at 5775 Main Street, Center Valley, Pa 18034.

**2. PURPOSE OF AGREEMENT.** Member wishes to contract with blendedschools for the period of years set forth below in order to access blendedschools’ online learning services (“**Services**”), including the Technology, Content, Professional Development and Language Institute Membership, as more particularly set forth in Appendix A.

**3. TERM.** blendedschools agrees to provide the Services to Member for the period of one (1) year beginning July 1, 2014 (“**Effective Date**”) and running through June 30, 2015, for the fees set forth in Appendix A. This Agreement shall not automatically renew. The parties agree to enter into a writing signed by both parties in the event they wish to extend this Agreement beyond the period of time set forth. Access to blendedschools’ Services shall be immediately terminated upon the expiration of this Agreement, unless otherwise agreed upon by the parties in writing.

**4. FEE FOR SERVICES.** blendedschools shall provide the Services set forth herein to Member in exchange for payment in full of the membership fees set forth on Appendix A. In the event Member ceases using the Services prior to the end of the term set forth in Section 3 above, Member shall not be entitled to a refund of any fees paid to blendedschools through the date of termination. Member is bound to the full term of this Agreement, and all monies due under the Agreement, even if Member ceases to use the Services prior to the end of the term set forth in Section 3 above.

**5. DELIVERY OF SERVICES.** blendedschools shall have no duty to provide any Services to Member until the fee for the first year of membership has been paid in full. The fees for each year of membership thereafter shall be due on or before the anniversary date of the next membership year. In the event Member has not paid in full for the next membership year prior to that membership year commencing, blendedschools shall have no duty to provide Services to Member and all access to blendedschools’ Services shall be immediately suspended until the fee for that membership year is paid in full.

**6. LICENSE.** Member is granted a non-exclusive, non-transferrable license to access blendedschools’ Services set forth herein for the term set forth above contingent upon all fees due blendedschools being paid in full as stated herein. Member may transfer Users and access to Services, in part, to third parties that are public K-12 educational institutions.

**7. USE OF SERVICES.** Member may modify blendedschools’ Services to comply with and correspond to its educational requirements. Member shall limit access and use of the blendedschools’ Services to the Users defined in Appendix A and may not sell, lend, rent, lease, license or otherwise dispose of the blendedschools’ Services, in their current form or any

modified form, to any other third party, without the written consent of blendedschools. Member may not export or archive the Services or store them electronically, in whole or in part, to computers, portable memory devices, hard drives, servers, content systems, and/or learning systems.

**8. NO AUTHORITY TO BIND OTHER PARTY.** The parties are independent businesses and do not have and will not have the power, right, or authority, express or implied, and will not represent to have any power, right or authority, to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party. Nothing stated in this Agreement shall be construed as constituting the relationships of employer and employee, franchiser and franchisee, master and servant, principal and agent, partnership, or joint venture between the parties.

**9. USE BY PARTIES.** The terms and conditions set forth in this Agreement are intended for the sole use and benefit of blendedschools and Member. No third party or other entity may rely on these terms and conditions. Any failure of blendedschools or Member to follow any or all of these terms and conditions, or any future amendment or modification of these procedures, shall not establish any liability of blendedschools to any third party or other entity.

**10. INTELLECTUAL PROPERTY PROTECTION.** blendedschools has all rights in and to all patents, copyrights, trademarks, trade secrets or other proprietary rights associated with the blendedschools' courses and curriculum unless otherwise designated. blendedschools' Services do not infringe upon or violate any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any third party. If any written claim of infringement is made by any third party against Member, Member shall promptly notify blendedschools, and blendedschools shall defend against the claim.

**11. LIMITED WARRANTY.** THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS AND WHERE AS WITH ALL DEFECTS." BLENDEDSCHOOLS DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, OR COURSE OF TRADE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS LIMITED WARRANTY.

**12. LIMITATION OF LIABILITY.** FOR ANY BREACH OR DEFAULT BY EITHER PARTY OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR RESPECT TO ANY CLAIM ARISING HEREFROM OR RELATED HERETO, EACH PARTIES' ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTACT OR TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED WITH RESPECT TO ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT, THE AMOUNT PAID UNDER THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE

TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM BY ANOTHER PERSON. THE PROVISIONS OF THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

### **13. INTERPRETATIONS.**

**13.1 Governing Law.** This Agreement shall be governed by Pennsylvania law without consideration of conflict of laws principles. The state courts of Pennsylvania have jurisdiction, and venue for litigation and all other proceedings shall be located in Mifflin County, Pennsylvania.

**13.2 Attorneys' Fees.** Should any party employ an attorney for the purpose of enforcing this Agreement, the prevailing party shall receive its reasonable attorneys' fees and costs.

**13.3 Assignment.** The parties' respective obligations and duties as set forth herein are to be performed by the parties and may not be assigned or subcontracted by either party without the written consent of the other party.

**13.4 Failure or Omissions.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in this Agreement.

**13.5 Severability.** If any part of this Agreement shall be determined to be invalid, illegal or unenforceable, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

**13.6 Force Majeure.** blendedschools' obligations to perform under this Agreement will be excused during each period of delay caused by acts of God, or by shortages of power or materials, or government orders which are beyond the reasonable control of blendedschools ("**Force Majeure Event**"). In the event that blendedschools ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, blendedschools shall: (i) immediately notify the other party in writing of such Force Majeure Event and its expected duration, and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays blendedschools' performance for more than ninety (90) days following notice pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice to such party.

**13.7 Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral and written agreements and understandings between the parties. This Agreement may not be modified unless done so in a writing executed by both parties.

The parties have executed this Agreement intending to be legally bound to the terms set forth above and the terms set forth in Appendix A as of the Effective Date set forth in Section 3 above.

BLENDEDSCHOOLS.NET

southern Lehigh school District

BY: \_\_\_\_\_  
Jed Friedrichsen, CEO

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX A**

**1. BLENDEDSCHOOLS.NET MEMBER.**

**Institution:**

**Address:** Southern Lehigh School District  
5775 Main Street, Center Valley, Pa 18034

**Superintendent:**

**Email:** Leah Christman

**Phone:** christmanl@s1sd.org  
610-282-3121 x5101

**Online Primary Contact (OPC):**

**Email:** Ken Jordan

**Phone:** jordank@s1sd.org  
610-282-3121 x5102

**2. TERM.**

**Start date:**

**End date:** July 1, 2014  
June 30, 2015

**3. FEES. Users.**

1750

**Year 1:** , due  
\$39,497.00 May 1, 2014

**4. USE AND USERS.** Membership provides annual, unlimited access of blendedschool's technology (item 5) and curriculum (item 6) by User, and a limited access to professional development (item 7).

The maximum number of Users purchased by Member limits the number of Users. Member may create Users at any time. A User is created when Member provides username login access to Blackboard. Member will create usernames for all Member students, teachers, staff, administrators and school officials that will access blendedschool's Services. Guest or observer accounts created for parents and guardians are not Users. A User is a student, teacher, staff member, administrator or school official that has a Blackboard username. Member may remove Users only during designated dates in July and January. Member's total Users in an Agreement year is the greater of the total Users on July 1 and January 1 of the Agreement year. If Member exceeds purchased users, Member will be billed \$30 for each additional User at the end of the Agreement year.

Member may make unlimited copies of blendedschool's online courses. Member may create an unlimited number of new courses. Member's Users may be enrolled in an unlimited number of courses. Member's Users may take courses provided by other blendedschools' Members. Member may provide course access and instruction to students of other blendedschools' Members. Member may create Users for third parties. Member may teach students for third parties. Member may not transfer membership to a third party.

**5. TECHNOLOGY.** The blendedschools Member package of technology is a suite of online and blended learning technologies that are assembled to provide a robust, engaging learning environment for online, blended and mobile learning. Member and Member's Users may use the technology package for synchronous and asynchronous learning, cyber academies, blended classrooms, students at distances, alternative education, gifted and acceleration programs, expanded course offerings, online summer schools, and any other K-12 learning initiative. Online and blended learning technologies are changing rapidly. To accommodate for potential changes in products and if necessary companies, blendedschools reserves the right to upgrade technologies and substitute functionality sources during the Agreement.

- Blackboard Learn—learning management system, currently v. 9.1.7, accessible from <https://blendedschools.blackboard.com/webapps/portal/frameset.jsp>
  - Course Delivery System—managing and teaching online courses
  - Community Engagement System—portal branding, and non-curricular activities and groups
  - Content Management System—managing and sharing documents, learning objects, and creating and sharing portfolios
  - Mobile Learn—handheld access to online courses
- Blackboard Collaborate—enhanced communication technologies, currently v. 10
  - Blackboard Collaborate—webinars and live online classrooms
  - Blackboard IM—enterprise instant messaging with shared whiteboard, VoIP and networking functionality
  - Blackboard Voice—suite of learning environment voice tools
- Assessment Tools
  - Respondus—assessment tool for creating and managing exams
  - StudyMate—games, self-assessments and learning activities
  - StudyMate Mobile—handheld access to games, self-assessments and learning activities
  - Pulse—logging and reporting of real time use of online courses in Blackboard Learn
- Social Learning Environments
  - BSNshare—social network for teachers and school administrators, accessible from <http://share.blendedschools.net/>
  - BSNtube—video sharing library for Members and Members' teachers and students, accessible from <http://network.blendedschools.net/bsntube/>
  - BSNcloud—learning objects sharing library for Members and Members' teachers, accessible form <http://blendedschools.softchalkconnect.com/>

**6. CONTENT.** The blendedschools Member package includes unlimited copies of courses built by blendedschools and content licensed by blendedschools.

- blendedschools has been designing, building and revising K-12 online courses for ten years. Currently, blendedschools.net has about 160 semester-length courses. Most of the courses do not require a textbook. All courses are built using a modified Understanding By Design process and aligned to standards. A complete list of currently available courses is accessible at <http://www.blendedschools.net/curriculumcatalog/>. Below is a summary of the courses provided to Member.
  - K-12 Language Arts, Math, Science, Social Studies
  - Art, Media, Music, Physical Education, Health
  - Business Education, Computers, Career Education, Guidance
  - French, German, Spanish
  - PSSA and AP
- NBC Learn is an arm of NBC News. It makes historic videos, current events, and original resources available to teachers and students, all aligned to state standards and mapped to curriculum. All of NBC Learn's content is accessible to Members from the blendedschools Blackboard Learn Course Delivery System.

**7. PROFESSIONAL DEVELOPMENT.** Regardless of membership User number, Member receives the following professional development and support annually.

- 500 participant hours of training
- Online Primary Contact training for two participants
- Online professional development courses for Member to provide instruction
- Unlimited enrollments in webinars about blendedschools.net' Services
- Unlimited help desk support
- Membership discount pricing for additional professional development

For additional information, and to access archived professional development events, go to <http://www.blendedschools.net/professionaldevelopment.php>.

**8. LANGUAGE INSTITUTE MEMBERSHIP.** Member receives free membership to the blendedschools' Language Institute, which provides live, online world and critical language instructional. The Language Institute charges additional fees per student per semester enrollment in enrichment, high school and dual enrollment courses. Additional information about the Language Institute is available at <http://li.blendedschools.net/>.