

Hybrid Learning Consulting Services Agreement between Warren County School District & Dellicker Strategies, LLC. Planning Services Only *April 14, 2014*

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SUMMARY OF SERVICES

Dellicker Strategies will help Warren County School District develop a plan for implementing hybrid learning within the school district and submit a hybrid learning grant application for future services.

Hybrid learning describes new methods of instruction that combine innovative digital tools with proven teaching techniques to deliver a more personalized learning experience for students at school. The overall goal of hybrid learning is to improve academic performance by providing dynamic classrooms that engage students and motivate them to succeed.

The purpose of this consulting engagement is to lay the foundation for a successful hybrid learning pilot program for launch during the academic year 2014-15. Specifically, Dellicker Strategies will provide:

PROGRAM SERVICES

Planning Stage (April – August) – Dellicker Strategies will assist the district through the Planning Stage of the Hybrid Learning Operations Cycle, which encompasses three phases of work: prepare, assess and design. The Planning Stage starts with introductory work sessions, proceeds through a gap analysis and culminates in the development of a Design Plan for a pilot program. In addition, Dellicker Strategies will assist the district in the preparation of a hybrid learning grant application pending availability through the PA Department of Education.

PRICING

The total cost for Dellicker Strategies to perform all the services in Exhibit A Statement of Work is \$30,000. This includes travel and expenses in accordance with Section 3.C of this Agreement.

THANK YOU FOR YOUR BUSINESS

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ABOUT DELLICKER STRATEGIES

Dellicker Strategies helps schools adopt innovative technologies and teaching methods to personalize learning and motivate students. In addition to helping students, our solutions enhance teacher effectiveness and improve school productivity.

Since its founding in 2005, Dellicker Strategies has become a market leader in helping educational institutions use technology to help students learn. Dellicker Strategies has:

- Overseen more than 50 major telecommunications upgrades worth \$148 million;
- Launched or improved 12 major cyber-services initiatives for K-12 and higher education;
- Implemented hybrid learning programs for 32 schools and 8,000 students
- Provided enhanced learning opportunities to 2,600 schools and 1.4 million students

Dellicker Strategies is committed to providing outstanding service with the utmost integrity.



WE GET RESULTS.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is between Dellicker Strategies, LLC ("Dellicker Strategies") and Warren County School District (the "Client"). This Agreement replaces all previous understandings or agreements, oral or written, between Dellicker Strategies and the Client.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. BACKGROUND/SCOPE OF SERVICES

A. Client desires to acquire from Dellicker Strategies certain consulting, project management or and/or project development services as more specifically set forth in the Exhibits attached hereto and incorporated herein (each, a "Statements of Work") which shall set forth the type, amount of and description of the Services to be performed (the "Services"), the fee for such Services and any Deliverables (as hereinafter defined) to be provided.

B. Except where otherwise specifically provided in this Agreement, to the extent there is a conflict between this Agreement and the Statement of Work or any other document, the terms of this Agreement shall govern.

C. Dellicker Strategies does not provide any telecommunications services. Dellicker Strategies' consulting services do not include lobbying, legal advice, E-Rate or market research activities.

2. TERM AND TERMINATION

A. This Agreement shall become effective on April 14, 2014, following the execution hereof by the parties, and shall continue through August 31, 2014. The Agreement may be renewed for additional twelve (12) month terms upon mutual written agreement and acceptance of a new Statement of Work.

B. Either party may terminate this Agreement and the Statement of Work for material breach on the part of the other party upon fifteen (15) days prior written notice if such breach is not cured within such fifteen (15) day period.

3. PAYMENT TERMS

A. Unless otherwise provided in the Statement of Work, Dellicker Strategies will invoice Client biannually for fees and expenses incurred under this Agreement. Unless otherwise provided in the Statement of Work, all invoices will be due and payable in full by Client within forty-five (45) days of receipt of an invoice from Dellicker Strategies. If Client reasonably disputes any invoice amount, Client will pay all undisputed amounts within the time frames specified above and the parties will cooperate to verify any disputed amounts. In the event any invoice not reasonably disputed in good faith is not paid when due, the balance thereof shall bear interest at the rate of 1% per month.

B. In the event of nonpayment by Client of any invoice amount when due, which has not been reasonably disputed by Client, Dellicker Strategies may suspend providing Services pursuant to this Agreement until such time as the past undisputed invoices have been paid. In the event Dellicker Strategies stops providing Services pursuant to this Section, Dellicker Strategies shall not be penalized for delays caused by such suspension, and all schedules for completion of projects, if any, pursuant to the Statement of Work, will be automatically adjusted to extend any deadlines by the number of days in which Dellicker Strategies suspended the provision of Services because of Client's failure to pay past due undisputed invoices. A suspension under this Section 3.B shall not affect either party's right to terminate this Agreement pursuant to Section 2 of this Agreement.

C. The price shown in the Exhibits includes all reasonable expenses required to provide the services described in the Statements of Work, including expenses related to: supplies, communications, events, materials, travel and travel-related expenses incurred by Dellicker Strategies' employees or contractors. Any expenses incurred that are outside the scope of this Section 3.C. will be billed additionally on a quarterly basis or as they are incurred (if incurred after a final invoice). Client will pay any additional expense fees directly to Dellicker Strategies following receipt of an invoice, in accordance with subsection A above.

4. CONFIDENTIALITY

Each party (as the "receiving party" or "recipient") acknowledges that, in A. the course of performance under this Agreement, it may receive Confidential Information of the other party (the "disclosing party"). Any and all Confidential Information of a disclosing party in any form obtained by the receiving party shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of this Agreement, with the consent of the disclosing party, or as may be required by law. Furthermore, a receiving party may disclose Confidential Information to any governmental body or law enforcement agency if that receiving party possesses a reasonable belief that the disclosing party's actions or omissions might or do constitute illegal conduct by such disclosing party and the disclosure by the receiving party is made to address that conduct. Upon the request of the disclosing party, the receiving party shall promptly return any and all copies of the Confidential Information of the disclosing party within the receiving party's control.

B. For purposes of this Agreement, "Confidential Information" shall mean all information identified by the disclosing party as confidential information at the time of disclosure to the receiving party. Confidential Information shall include, but not be limited to proprietary software, technical information, know-how, trade secrets, processes, facility information, student information, business and marketing plans, and other business and financial information. Confidential Information shall not, however, include information that (i) is known to the receiving party prior to the time of disclosure by the disclosing party; (ii) is independently developed by the receiving party without using any Confidential Information of the disclosing party; (iii) is available to the general public or becomes available to the general public through no breach of this Agreement by the recipient; (iv) is lawfully received by the recipient from a third party without any obligations of confidentiality; or (v) is included as part of any Deliverable, but only to the extent it does not constitute Dellicker Strategies Material (both as defined below). In addition, the receiving party may disclose the disclosing party's Confidential Information when the receiving party is required to disclose or produce the Confidential Information pursuant to any applicable law, rule, regulation, government requirement, subpoena, or court order, and the receiving party will notify the disclosing party so the parties may work together to limit or minimize the disclosure, and the information will continue to be deemed Confidential Information.

5. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

A. All right, title and interest in and to any Confidential Information, and any programs, systems, data and other material furnished to either party by the other party or otherwise obtained by either party hereunder shall remain the property of the providing party or disclosing party, except as otherwise provided in this Section 5.

B. For purposes of this Agreement, "intellectual property rights" or "IP Rights" shall mean, with respect to any party, all of that party's worldwide intellectual property rights, including without limitation copyrights, moral rights, title, and interest arising under patent, copyright, contract, trade secret and/or trademark law.

C. Client acknowledges that a Deliverable may contain certain processes, methods, know-how, procedures, and modes of operation, business practices, skills, software or technology of Dellicker Strategies which are useful for multiple business purposes (collectively referred to as "Dellicker Strategies Material"). Dellicker Strategies retains all right, title, and interest to all Dellicker Strategies Material, derivative works of Dellicker Strategies Material and all intellectual property rights (as defined herein) related thereto, including, but not limited to the right to use Dellicker Strategies Material for other customers, provided that such use does not violate the confidentiality obligations of Dellicker Strategies contained herein.

D. For the purposes of this Agreement, the term "Deliverable" shall mean all plans, processes, checklists, timelines, studies, analyses, flow charts, diagrams, specifications, reports, data, documentation, procurement documents (e.g., Requests for Proposals or Requests for Information), planning documents, online courses training programs and other materials developed exclusively for, and provided by Dellicker Strategies to, the Client in the performance of this Agreement.

E. Client recognizes that Dellicker Strategies will be involved in other business pursuits, some of which may be of the same or similar nature to those provided for in this Agreement. The services of Dellicker Strategies shall not be exclusive to the Client. Dellicker Strategies shall have the right to engage in such other business endeavors as it chooses, provided that such other business endeavors do not materially interfere with Dellicker Strategies' performance under this Agreement.

F. Client's right, title and interest as provided for in this Section 5 shall be contingent upon full and complete payment of Dellicker Strategies in accordance with the terms and conditions of this Agreement.

6. ASSIGNED EMPLOYEES/SUPERVISION; SUBCONTRACTORS

A. None of Dellicker Strategies' employees or consultants shall be deemed employees of the Client. The Client shall not be responsible for any payments due to or on account of Dellicker Strategies employees or consultants in connection with this Agreement. Dellicker Strategies shall bear sole responsibility for payment of compensation to its personnel.

B. Dellicker Strategies shall furnish and use qualified and competent employees and consultants for fulfillment of its obligations and services, all of which shall be performed in a diligent, professional and timely manner. Dellicker Strategies may, to the extent it deems necessary or advisable, engage third party contractors, subcontractors or other consultants to perform part of the Services under the Statement of Work, provided that Dellicker Strategies shall at all times remain responsible to the Client for the performance of the Services and production of the Deliverables under this Agreement and each Statement of Work.

7. DISCLAIMER

A. Dellicker Strategies does not and cannot guarantee successful grant or other applications to third parties or contract execution with third parties. Dellicker Strategies is not responsible for the administration of any grant application process, preparation or submission of grant paperwork.

B. EXCEPT AS STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE FOR THE SERVICES OR DELIVERABLES FURNISHED OR PROVIDED HEREUNDER. DELLICKER STRATEGIES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

8. INDEMNIFICATION

A. Subject to the benefits and defenses to which Client may be entitled under the Pennsylvania Political Subdivision Tort Claims Act or other applicable law, Client shall defend, hold harmless and indemnify Dellicker Strategies from and against any and all losses, costs, expenses, damages or other liabilities incurred by Dellicker Strategies to the extent that any such cause of action, suit or proceeding is based on any damages or any personal injury caused by the willful misconduct or gross negligence of Client's employees or agents.

B. Dellicker Strategies shall indemnify, hold harmless and defend Client from and against any and all losses, costs, expenses, damages or other liabilities incurred by Client to the extent that any such cause of action, suit or proceeding brought by an unaffiliated third party against Client is based on or alleges (i) a claim of infringement of any patent, copyright, trademark, trade secret, violation or misappropriation of any other proprietary right by any Dellicker Strategies Materials provided by Dellicker Strategies to Client; or (ii) any property damage or personal injury caused by the willful misconduct or gross negligence of Dellicker Strategies' employees or agents.

C. The above indemnification obligations will be provided from the indemnifying party to the indemnified party provided that the indemnified party (a) notifies the indemnifying party in writing promptly after learning of any such claim; (b) turns over to the indemnifying party primary responsibility and control with respect to such claim; and (c) fully cooperates with the indemnifying party in the defense thereof. However, the indemnifying party may not argue or agree to any liability or responsibility of the indemnified party as part of any settlement, defense or otherwise without the prior written permission of the indemnified party, which permission the indemnified party may grant refuse in its sole discretion. After the indemnifying party acknowledges and assumes in writing the defense or settlement of the indemnification, the indemnified party shall have the right to participate in such defense or settlement through its own counsel at its sole expense.

9. LIMITATION OF LIABILITY

A. Client agrees that Dellicker Strategies shall not be liable for any damages of any kind incurred by the Client in connection with any equipment, materials and/or services which the Client receives or obtains from any third party. Client agrees to pursue any and all claims of any and every kind regarding or relating to such equipment, materials, or services with or against the manufacturer or provider of such equipment, materials, and/or services and not with or against Dellicker Strategies.

B. IN NO EVENT SHALL DELLICKER STRATEGIES BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. C. THE LIABILITY OF DELLICKER STRATEGIES HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT HEREUNDER PURSUANT TO THE STATEMENT OF WORK, AND THE CLIENT HEREBY RELEASES DELLICKER STRATEGIES FOR ANY DAMAGES IN EXCESS OF THE FOREGOING. NOTWITHSTANDING THE FOREGOING, DELLICKER STRATEGIES ACKNOWLEDGES AND AGREES THAT THIS PROVISION SHALL NOT APPLY TO ANY CLAIM THAT THE DISTRICT MAY HAVE AGAINST DELLICKER STRATEGIES PURSUANT TO SECTION 8(B) OF THIS AGREEMENT.

10. MISCELLANEOUS

A. This Agreement, and the Statements of Work attached hereto, contains the entire Agreement between the parties and supersedes any prior agreement, negotiation or understanding of the parties, whether oral or in writing, with respect to the subject matter of this Agreement. Any representations, promises or conditions not incorporated herein shall not be binding upon Dellicker Strategies or the Client or the respective assigns and successors of Dellicker Strategies and the Client. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of Dellicker Strategies and the Client.

B. Failure of either party to act or exercise its respective rights under this Agreement upon the breach of any other terms hereof by the other party shall not be construed as a waiver of such a breach or prevent said party from thereafter enforcing strict compliance with any or all of the terms thereof.

C. This Agreement does not create a relationship of employment, agency, partnership, or representation between the Client and Dellicker Strategies for any purpose whatsoever, it being understood between the parties hereto that Dellicker Strategies is to act as an independent contractor and is not authorized to make any contract, agreement, warranty or representation on behalf of the Client.

D. Neither of the parties to this Agreement shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, entrance into active duty military service by key employees, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

E. This Agreement shall be binding upon and inure to the benefit of each of the parties and each of its respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, either party may assign this Agreement without the consent of the other party in connection with the sale of all or substantially all of the assets of such party in a merger or other similar transaction, so long as the buyer of such assets and assignee of this Agreement has the capacity to perform the remaining obligations of the assignor hereunder in all respects.

F. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions. Nothing in this Agreement shall constitute or cause a waiver by Client of any governmental immunities or rights provided by law, or restrict Client from disclosing any information the disclosure of which is required by a governmental entity.

G. Paragraph blank reserved for numbering convention.

H. This Agreement is not intended to and does not make any person who is not a party to this Agreement a third-party beneficiary of this Agreement.

I. The provisions of Sections 3, 4, 5, 7, 8, 9, and 10 shall survive any termination or expiration of this Agreement for any reason.

J. All notices required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been duly given if (a) delivered personally; (b) sent by telefax to the telefax numbers set forth below with a copy sent concurrently by one of the other methods described herein; (c) mailed first-class, postage pre-paid, by registered or certified mail, return receipt requested; or (d) sent by nationally recognized overnight delivery service requiring a signature for delivery, to the addresses set forth below. Notices sent by telefax, shall be deemed to have been given on the date sent; those mailed shall be deemed to have been given five (5) business days after mailing; those delivered personally or sent by overnight delivery shall be deemed to have been given upon receipt. Any party may change the address or telefax number to be used for the provision of notice by providing it in writing in accordance with this Section 10.J and specifying that it is for the purpose of changing such address and/or telefax number.

If to the Client:

If to Dellicker Strategies:

1647 Ashley Court Kutztown, PA 19530 Telefax No. 610-285-0383

K. This Agreement may be executed with counterpart signature pages. A set of copies that collectively bears the signatures of both of the parties in the form set forth below shall be considered to be, and have the same legal effect as, a fully executed document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Dellicker Strategies	Herr W Mulu	Client	WARREN COUNTY SCHOOL DISTRICT
By:	Ten la como	By:	
Name:	Kevin W Dellicker	Name:	
Title:	Manager	Title:	

EXHIBIT A: STATEMENT OF WORK: PROGRAM SERVICES

This Exhibit A describes the work to be performed by Dellicker Strategies for <u>Warren County</u> <u>School District</u> (the Client) to support hybrid learning planning services for the period April 14, 2014 to August 31, 2014. Additional work requires a new Statement of Work.

Statement of Intent

Dellicker Strategies will help the Client develop a plan for implementing hybrid within the school district and submit a grant application to secure future funding.

Hybrid learning describes new methods of instruction that combine innovative digital tools with proven teaching techniques to deliver a more personalized learning experience for students at school. The overall goal of hybrid learning is to improve academic performance by providing dynamic classrooms that engage students and motivate them to succeed.

The purpose of this consulting engagement is to lay the foundation for a successful hybrid learning pilot program for launch during academic year 2014-15.

Planning Stage Work

The Client will begin its hybrid learning activities at the start of the Planning Stage of Dellicker Strategies' Hybrid Learning Operations Cycle. The Planning Stage encompasses three phases: prepare, assess and design.

Phase One: Prepare

In phase one, the Client will *prepare* for future hybrid learning activities. Educators start by participating in group learning activities to build a common vocabulary and base of knowledge about hybrid schools. The Prepare Phase defines the scope of Dellicker Strategies activities, articulates strategic goals and provides general advice to school leaders. It concludes with the presentation of an Operations Guidance document that defines the project's purpose and explains the overall concept of operations.

Dellicker Strategies Deliverables (April)

• Hybrid learning in practice collaborative workshop for school leaders (on-site)

Key Product

• Operations Guidance document

Desired Outcomes

- Base of knowledge by school leaders about hybrid learning
- Understanding of overall concept of operations

Phase Two: Assess

During phase two, the Client will *assess* the ideas and options they were shown in the prepare phase to determine the best scope and model for each individual school. This includes a comprehensive survey of school blended learning capabilities and an on-site visit by hybrid learning specialists. This phase culminates in the delivery of a Readiness Assessment, which is a gap analysis of hybrid learning requirements.

Dellicker Strategies Deliverables (May)

- Pre-Assessment webinar
- Assessment survey
- Specialist visit (on-site)
- Gap analysis and compilation

Key Product

• Hybrid Learning Readiness Assessment

Desired Outcomes

- Understanding of gaps between current environment and desired end state
- Initial articulation of specific school outcomes desired from hybrid learning

Phase Three: Design

During phase three, the Client will review the information from the Readiness Assessment and *design* its hybrid school model. The key deliverable is a Design Plan which includes a summary of the instructional model and customized plans for content, professional development and operations support. The Design Plan is intended to be the blueprint for an upcoming hybrid school implementation.

Dellicker Strategies also will assist the Client in using the Design Plan to submit a hybrid learning grant application pending the development of that program by the PA Department of Education.

Dellicker Strategies Deliverables (June)

- Design meeting (on-site)
- Development of design options
- Compilation of components

Key Products

• Design Plan

Desired Outcomes

- Validation of hybrid school design and completion of Planning Stage
- Client has viable plan for launching a hybrid learning pilot program

Specialty Services

 Throughout the Planning Stage work described above, Dellicker Strategies will provide Specialty Services to support the Client's program activities. Generally, such services include preparation and distribution of communications materials, opportunities for interscholastic collaborative activities with other educators (e.g. a hybrid school tour) and additional professional development opportunities as they arise. Specifically, they will include assistance with a hybrid learning grant application to the PA Department of Education, assuming such a program is created.

PRICE AND TERMS OF PAYMENT

The total cost for Dellicker Strategies to perform all the services in this Exhibit A Statement of Work is \$30,000. This includes travel and expenses in accordance with Section 3.C of this Agreement. Dellicker Strategies will invoice for \$30,000 at the outset of the agreement.

THANK YOU FOR YOUR BUSINESS