

BLENDLED LEARNING SERVICES AGREEMENT

THIS BLENDED LEARNING SERVICES AGREEMENT (“Agreement”) dated this 1st day of July 2026, by and between VLN – N. Harris Computer Corporation, (“VLN”), with offices located at 601 Holiday Drive, Suite 100, Pittsburgh, Pennsylvania 15220,

AND

Dover Area School District, a Pennsylvania public school district, (“District”) with an address of 101 Edgeway Road, Dover, PA 17315.

WHEREAS VLN is engaged in the business of providing internet-based distance learning services to school districts and students.

WHEREAS District has requested and VLN has agreed to provide District with the necessary online curriculum and related support to establish an internet-based distance learning services program.

NOW THEREFORE, in accordance with the aforesaid recitals, VLN and District intending to be legally bound, agree as follows:

ARTICLE 1 - DEFINITIONS

The following terms are specifically defined for purposes of this Agreement:

- a) “Blended Learning Services” – shall mean VLN’s internet-based distance learning services.
- b) “Blended Learning Services Program” or “BLSP” – shall mean any of District’s distance learning programs established utilizing VLN’s Blended Learning Services under this Agreement.
- c) “Course Materials” – shall mean all textbooks and other supporting materials necessary for a Student to fully participate in any course offered pursuant to this Agreement.
- d) “Cyber School in a Box®” – shall mean VLN’s proprietary technology and methodology of delivering internet-based distance learning services.
- e) “Cyber School” or “Cyber School Program” – shall mean the distance learning program established by District in conjunction with VLN’s Cyber School in a Box® services.
- f) “Equipment” – shall mean all software and related licenses owned by VLN and licensed to District and/or Students for use in BLSPs.
- g) “Fully-Supported Logins” shall mean those Logins for which VLN provides teachers to perform all necessary instructional services including, but not limited to, grading of Student work, acting as teachers of record and Student oversight.
- h) “IEP” – shall mean Individualized Educational Program as set forth in 34 CFR 300.22 et seq.
- i) “Logins” – shall mean individualized password protected codes used to access BLSPs.

BLENDLED LEARNING SERVICES AGREEMENT

- j) “Regional Network” – shall mean VLN’s network of school districts located within a certain specified geographical area.
- k) “Student” – shall mean a male or female student officially enrolled in the District, whether or not that student resides within the geographical boundaries of the District.
- l) “District Supported Login” - shall mean those Logins for which District provides teachers to perform all necessary instructional services including, but not limited to, grading of Student work, acting as teachers of record and Student oversight.
- m) “VLN Essentials” or “VLN Essentials Courses” shall mean VLN’s catalog of available online courses.

ARTICLE 2 – SERVICE AGREEMENT

District agrees to purchase the following services for the 2026-2027, 2027-2028, and 2028-2029 school years:

A minimum of (50) Cyber School in a Box - Course Bundle Seats must be purchased in the 2026-2027, 2027-2028, and 2028-2029 school years. The minimum (50) seat order can be comprised of a maximum of (20) Cyber School in a Box - Course Bundles (Up to 5 credits) with all remaining seats being Cyber School in a Box - Course Bundles (Up to 8 credits).

- 2.1. Annual Price Increases. Fees are subject to annual increase. To support feature enhancements and account for the increases in VLN’s costs, there will be standard price increases annually. Annual Price Increases are determined each year and renewal pricing will be provided by April 1 of each year by VLN. Based on a three-year commitment, this increase will be capped at 2% per year. Annual price increases may apply to every VLN offering.
- 2.2. Annual Network Membership Fee. VLN's Annual Network Membership Fee is \$18,750 and will be waived due to the 3-year commitment and annual minimum purchase of 50 Cyber School in a Box - Course Bundles by July 31st each year. Please note, this initial order may include a maximum of 20 5-Credit Seats.
- 2.3. Customization. Course customization of 10 courses is available, upon request. After a review of required specifications, VLN will provide a detailed timeline. District course authoring tools are available to the district, as needed, as part of the VLN solution at no additional charge.

BLENDLED LEARNING SERVICES AGREEMENT

- 2.4. District-Supported Logins (Cyber School Basics): District may purchase District-Supported Logins on the following terms and conditions.

- a) District-Supported Logins. Each school year, logins can be purchased, if needed, according to the bulk login pricing table below. Optional textbook fulfillment for the courses selected is also available at the following costs:
 - i. Electronic course materials for VLN Essentials courses selected shall cost \$40 per book.
 - ii. Elementary Consumable Workbooks shall cost \$30 per workbook.
 - iii. Optional hardcopy textbook fulfillment for the VLN Essentials courses selected is also available at a cost of \$85 per book.

There shall be only one Login allocated to each Student and Logins may not be shared, transferred, or used by any person who is not the original assignee. All Logins shall be valid only through the end of the school year in which they are purchased. New Logins must be purchased for each new contract year during which this Agreement remains in effect. District-Supported Login Fees are subject to increase from year to year during the term of this Agreement based upon fluctuation in access fees required to provide content from third-party publishers.

There shall be a discount for bulk District-Supported Logins purchased, as follows:

<u>Tier</u>	<u>Cost Per Student</u>
1 - 50 logins	\$0 (included in Annual Network Membership)
51 - 249 logins	\$220
250 - 999 logins	\$115
1,000 – 2,499 logins	\$85
2,500 - 4,999 logins	\$70
5,000 - 9,999 logins	\$65
10,000+ logins	\$60

- b) Payment of Fees: All District-Supported Login fees shall be due prior to use by a Student.

- 2.5. Fully-Supported Logins: District may purchase Fully-Supported Logins on the following terms and conditions:

- a. Full Credit Courses: The cost of Fully-Supported Logins for full credit courses is \$550 per Student, per course. VLN will provide textbooks and supporting materials for VLN Essentials Courses only.

BLENDING LEARNING SERVICES AGREEMENT

- b. Partial Credit Courses: The cost of Fully-Supported Logins for partial credit courses is \$275 per Student, per course. VLN will provide textbooks and supporting materials for VLN Essentials Courses only.
- c. Fully-Supported Logins may be transferred if a student submits 20 artifacts or less within any given course. If that occurs, the login may be transferred by enrolling a new student or adding a course to an existing student's schedule, and the following transfer fee would apply:

To Whom Will the "New" Course Be Assigned?	District Textbook Fulfillment	Transfer Fee
Student With an Existing Account	Physical	\$70
New Student	Physical	\$95
Student With an Existing Account	Digital	\$0
New Student	Digital	\$0

If a student submits more than 20 artifacts in a course, it is not eligible to be transferred.

- d. Summer School Services: The enrollment fee for VLN's "Summer School" program varies by the curriculum track in which the student is enrolled.

Summer School Logins	0.5 Credit	1.0 Credit
Credit Recovery Track	\$105	\$175
Academic Track	\$175	\$250

Students enrolled in Summer School will have access to those courses in the VLN Essentials Curriculum designated as Summer School Courses. District will supply all facilities, and Student oversight necessary to operate its Summer School program and VLN will supply supporting course materials and grading support.

- e. Fully-Supported Login Fee. All Login fees shall be due prior to use by a Student. Enrollment in any Fully-Supported Login course is based upon teacher availability and VLN reserves the right to restrict access to Fully-Supported Login courses in its discretion.

BLENDING LEARNING SERVICES AGREEMENT

- 2.6. Cyber School. District may establish a Cyber School Program utilizing VLN's Cyber School in a Box® services. VLN will provide teachers to perform all necessary instructional services including, but not limited to, grading of student work, office hours and tutoring support for up to 8 credits per seat. The District will provide all required equipment.

The following represents the applicable per-Student tuition charge for each quarter:

Seat Description	Full Year Tuition	2 nd Quarter Enrollments	3 rd Quarter Enrollments	4 th Quarter Enrollments
Full-Time Seat (Up to 8 credits)	\$3,775	\$2,950	\$2,450	\$2,150
Full-Time Seat (Up to 5 credits)	\$3,445	\$2,695	\$2,235	\$2,235

If a Student withdraws or is otherwise removed from Cyber School throughout the school year, there shall be no tuition refund to the District; however, the District may substitute a new Student in the withdrawing Student's seat without incurring any additional tuition fees.

Purchase Orders. District will submit a purchase order to VLN for Students that it wishes to enroll into Cyber School. The Enrollment Fee shall be due at the time the purchase order is submitted and will be prorated based upon the quarter in which the Student is enrolled as per chart above.

Hard Copy Course Materials. In the event that VLN provides hard-copy Course Materials for Cyber School, the foregoing provisions shall also apply to any such Course Materials. The stipulated replacement value of said Course Materials is \$75 per Student, per course. If District reimburses VLN Course Materials as set forth herein, VLN shall, upon request of District, assign any claim it has to recover said costs to District.

Restocking and replacement fees shall apply as per the table below:

July 31 st	Deadline to return VLN textbooks in undamaged condition for a full statement credit with no restocking fee.
October 31 st	Deadline to return VLN textbooks in undamaged condition for a partial statement credit (minus a restocking fee of \$25 per book).
After October 31 st	No additional returns will be accepted, and no statement credits will be issued after this date. Districts will be invoiced for replacement fees associated with unreturned textbooks and damaged textbooks.

- 2.7. Professional Development Services: Professional development is included with VLN's services, which covers the mechanics involved with utilizing VLN's technology framework. Advanced training is available for an additional charge.

BLENDLED LEARNING SERVICES AGREEMENT

2.8. Other Provisions:

- a) Referral, Enrollment, Withdrawal and Dismissal of Students. VLN shall have no obligation to accept District's retention or enrollment of Students in any BLSP if, in VLN's opinion, that Student cannot be successful in the BLSP model for delivery of instruction. District will provide written notification to VLN, prior to referral or enrollment, of any special requirements regarding the student's education such as collection of data, provision of progress reports, adjustments to curriculum or the delivery of instruction and other requirements. VLN may, in its sole discretion, refuse enrollment to any Student that it determines is unsuitable for a BLSP.
- b) Grading of Students. VLN will recommend course grades for Students enrolled in a BLSP by District, but District is responsible for awarding grades, for determining the appropriateness of grades and for compliance with District's grading policies.
- c) Communications between District and VLN. District and VLN will each designate a point of contact and maintain monthly communication to discuss any issues regarding student progress, student attendance or program improvements.

ARTICLE 3 - GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL BLENDED LEARNING SERVICES PROGRAMS

- 3.1. Term. The term of this Agreement shall commence on the date first written above and end on June 30, 2029. Thereafter, the term of the Agreement shall automatically renew for successive one (1) year terms (from July 1 to June 30), unless either party provides written notice of termination at least ninety (90) days prior to the end of the then-current term. Any annual price adjustments communicated in accordance with section 3.2 shall take effect upon renewal, with the District's payment of the adjusted fees constituting acceptance without further notice.

If the District elects to terminate the Agreement prior to June 30, 2029, the District shall remain liable for payment of the annual minimum commitment for each school year remaining under the Agreement, as outlined on page 2 of this Agreement.

- 3.2. Fees/Payment. As a prerequisite to VLN's obligation to perform Blended Learning Services, District shall have timely paid all required fees under this Agreement in accordance with the terms of payment for each. There shall be no refund for any fees paid to VLN for services provided under this Agreement except to the extent that a court determines the same to be an appropriate measure of damages for a breach of this Agreement by VLN. VLN reserves the right to adjust service fees on an annual basis as outlined in this Agreement. Notification of any such adjustments will be provided to the District in writing at least 30 days prior to the renewal date. The District's continued use of the services and payment of the adjusted fees shall be deemed acceptance of the new rates, and additional addendum.

BLENDING LEARNING SERVICES AGREEMENT

- 3.3. Course Materials. VLN shall provide all required Course Materials for VLN Essentials Courses. Such Course Materials may be provided in hard copy or electronic form. District shall provide all other Course Materials required under this Agreement. District warrants that it has obtained all necessary licenses and approvals to use any materials provided to VLN for use in all BLSPs, including those relating to copyright.
- 3.4. Curriculum. In conjunction with the establishment of any BLSP under this Agreement, District will receive access to the VLN Essentials Course Catalog and, if applicable, all courses it customized under this Agreement. VLN reserves the right to add or remove courses from the VLN Essentials Course Catalog from time to time, provided however that VLN shall not, during the school year, remove any course in which District Students are actively enrolled without the prior approval of District, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 3.5. Delivery Environment. The minimum recommended delivery environment for VLN products and services is as follows:
- Microsoft Windows Environment:
- Intel Core i3 (or better) processor (1.3 GHz or higher)
 - High-speed broadband Internet connection
 - MS Windows Operating System (or compatible) Windows 11 recommended
 - MS Office productivity software (including MS Word and MS PowerPoint)
 - 256 MB RAM or better XGA (display setting 1024x768 resolution)
 - Google Chrome (preferred) or Microsoft Edge browser
 - Audio: Sound card with speakers, microphone, and earbuds or headset
- ChromeOS Environment: All Chromebooks, or ChromeOS Flex certified hardware.
- Google Chrome (preferred) or Microsoft Edge browser
 - Audio: Sound card with speakers, microphone, and earbuds or headset
 - High-speed broadband Internet connection
 - Intel Core i3 (or better) processor (1.3 GHz or higher)
 - 256 MB RAM or better XGA (display setting 1024x768 resolution)
- 3.6. Development of BLSPs: District agrees to cooperate with VLN as is necessary and to make available to VLN such personnel and records that are reasonably required by VLN to create and implement the BLSP(s) elected by District. District shall identify all of the courses it wishes to include in its BLSP at least ninety (90) days prior to the date on which the District intends to enroll Students therein. VLN may utilize subcontractors to provide Equipment, technical support and maintenance for all BLSPs.
- 3.7. Non-Transferrable: Except as otherwise provided herein, District shall not assign, sell, subcontract or otherwise transfer any course or login purchased by District under this Agreement without the express written consent of VLN.

BLENDING LEARNING SERVICES AGREEMENT

- 3.8. Special Needs Students. It is agreed that VLN is not a Local Educational Agency (LEA) and assumes none of the associated obligations. District remains the LEA for all purposes, including state and federal complaint procedures and due process hearing procedures, for the provision of a free appropriate public education to accepted students and for compliance with all procedures of the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq. (IDEA), Section 504 of the Rehabilitation Act, the Americans with Disabilities Act and other laws affecting the rights of individuals with disabilities.

District will develop a current and agreed upon Individualized Education Program (IEP) or Section 504 plan with parents/guardians calling for a BLSP prior to enrollment. District shall also promptly provide VLN with a copy of the IEP or Section 504 plan of any special needs Student District seeks to enroll in a BLSP prior to his or her enrollment. Enrollment is contingent upon VLN's advance receipt of the IEP or Section 504 plan, review of the IEP or Section 504 plan and determination that it can implement the IEP or Section 504 plan. Additionally, the IEP or Section 504 plan must be provided to VLN in sufficient time prior to attendance to allow VLN to prepare for Student's attendance and IEP or Section 504 plan implementation. This advance notice will in no instances be less than two (2) business days.

VLN will be invited by District to participate in any IEP or Section 504 plan meetings that are called by District following the enrollment of a Student with a disability in a BLSP. The drafting of the IEP or Section 504 plan will be the obligation of District. No new IEPs or Section 504 plans or amendments to the existing IEPs or Section 504 plans will be implemented without reasonable notice, provision, and receipt by VLN of the IEP or Section 504 plan or amendment and acknowledgment by VLN that it can implement the revised or replacement IEP or Section 504 plan. District shall remove the affected Student if VLN determines that it cannot implement the existing, revised or replacement IEP or Section 504 plan.

VLN will provide to District quarterly reports of progress on IEP goals for enrolled students with disabilities.

VLN will not be responsible for conducting evaluations or for making referrals of students for consideration of continuation for eligibility under the IDEA or Section 504 of the Rehabilitation Act.

- 3.9. Automated Access & AI Restrictions. District shall not, and shall not permit any third party (including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the services, programs, or equipment, including the Blended Services and the Equipment, provided by VLN under this Agreement, their outputs, or proprietary data, in any manner, that: (a) extracts, harvests, mines, scrapes, or otherwise collects proprietary data or systems outputs; (b) evaluates, analyzes, benchmarks against, reverse engineers, or replicates the functionality, processes, workflows, features or algorithms of the services, programs, or equipment; or (c) is used to train, develop, or improve any machine learning or artificial intelligence system. District is responsible for any such prohibited activity performed by its users, contractors, or systems acting on its behalf.

BLENDLED LEARNING SERVICES AGREEMENT

3.10. Hold Harmless/Indemnification:

- a) VLN agrees to indemnify, save and hold harmless District, its directors, officers, employees and agents, from and against any and all claims, causes of actions, or litigation, including expenses, costs and reasonable attorney's fees, arising out of any claim against District arising out of any breach of this Agreement by VLN or VLN's failure to comply with any applicable federal, state or local law. Any such indemnification right shall be predicated upon VLN receiving written notice from District of any claim, action or threatened action within twenty (20) days of the receipt of same.
- b) District agrees to indemnify, save, and hold harmless VLN, its directors, officers, employees, and agents, from and against any and all claims, causes of actions, or litigation, including expenses, costs and reasonable attorney's fees, arising out of any claim against VLN arising out of any breach of this Agreement by District or District's failure to comply with any applicable federal, state or local law. Any such indemnification right shall be predicated upon District receiving written notice from VLN of any claim, action or threatened action within twenty (20) days of receipt of the same.

3.11. Termination – District: In the event that VLN defaults under any provision of this Agreement, District may give written notice of the default to VLN. If VLN fails to cure the default within thirty (30) days of receipt of said notice (unless the nature of the default is such that it cannot be cured within thirty (30) days in which case a reasonable time), District may terminate this Agreement by sending written notice of termination to VLN.

3.12. Termination – VLN: In the event that District defaults under any provision of this Agreement, VLN may give written notice of the default to District. If District fails to cure the default within thirty (30) days of receipt of said notice (unless the nature of the default is such that it cannot be cured within thirty (30) days in which case a reasonable time), VLN may terminate this Agreement by sending written notice of termination to District.

3.13. Compliance: VLN and District agree that this Agreement is subject to all applicable federal, state, and local laws and regulations, policies, and procedures.

3.14. Jurisdiction and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof shall be resolved through legal or equitable proceedings before the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania. Notwithstanding the foregoing, such claims, disputes, or other matters may be submitted to arbitration upon the mutual agreement of the Parties.

BLENDLED LEARNING SERVICES AGREEMENT

- 3.15. Limitation of Liability: IN NO EVENT WILL (A) VLN BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; AND (B) VLN'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE TIMES THE AGGREGATE AMOUNT PAID OR PAYABLE BY DISTRICT PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THAT SUCH EXCLUSIONS AND LIMITATIONS SHALL NOT APPLY TO DAMAGES OR OTHER LIABILITIES ARISING OUT OF VLN'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.
- 3.16. Authority: By executing this Agreement, each party hereto ratifies that all necessary approvals of the parties' respective governing bodies have been obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations, and statutes.
- 3.17. Notices: All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

If to VLN: Jamie Ross, Vice President, Client Services
 VLN Education
 601 Holiday Drive, Suite 100
 Pittsburgh, PA 15220

With a copy to: Amanda Fell
 Harris Computer Corporation
 2429 Military Road, Suite 300
 Niagara Falls, NY 14304

In addition, deliver a copy of the written notice via electronic mail to:

<u>Name</u>	<u>Title</u>	<u>Email</u>
Partho Sarkar	Executive Vice President	PSarkar@harriscomputer.com
Jamie Ross	Vice President, Client Services	JRoss3@harriscomputer.com
Damir Karaturovic	Director, General Counsel	DKaraturovic@harriscomputer.com
Amanda Fell	General Counsel	AFell@harriscomputer.com

If to District: Dover Area School District
 101 Edgeway Road
 Dover, PA 17315

BLENDLED LEARNING SERVICES AGREEMENT

- 3.18. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by VLN or District in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by VLN or District shall be construed, respectively, to be a waiver of rights or to represent any agreement by VLN or District to undertake or perform such act or matter thereafter.
- 3.19. Force Majeure. No Party to this Agreement shall be responsible to the other Party for non-performance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents and transportation, or other causes beyond the reasonable control of such Party.
- 3.20. Nondiscrimination. VLN agrees that it will abide by all applicable federal and state laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to VLN's right to receive waivers from the same or its rights of noncompliance as set forth in Act 48 or other legal standard.
- 3.21. Non-Assignable. This Agreement shall not be assignable by either party without the express written consent of the other.
- 3.22. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures and shall be legally binding.
- 3.23. Severability. If any particular term, covenant, or provision of this Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Agreement which shall remain nevertheless in full force and effect.

BLENDED LEARNING SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto affix their seals as of the date first written above.

ATTEST:

Dover Area School District

By: _____

Title: _____

Date: _____

ATTEST:

VLN Education - Harris Computer Corporation

By: _____

Title: _____

Date: _____