

**JESSE BACON, SUPERINTENDENT**  
ADRIENNE USHER, ASSISTANT SUPERINTENDENT  
BRANDY HOWARD, CHIEF ACADEMIC OFFICER  
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent *JB*  
FROM: Dr. Lee Barger, Director CCR/Innovative Programs *LB*  
RE: CommunityShare  
DATE: November 12, 2024

Please find attached the agreement between CommunityShare and Bullitt County Public Schools for the 2024-2025 school year.

This agreement has been reviewed by Dinsmore & Shohl LLP. Please place this agreement for approval on the November board agenda.

*JB*  
11.13.24

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**



# COMMUNITYSHARE

Connect • Share • Inspire

## MEMBERSHIP AGREEMENT

**THIS MEMBERSHIP AGREEMENT** (this “Agreement”) is entered into as of **October 30, 2024** (“Effective Date”) by and between **CommunityShare** at 634 North Jacobus Ave, Tucson, Arizona 85705 (“Licensor”) and **Bullitt County Public Schools** at 1040 Highway 44 East, Shepherdsville, KY 40165 (“Licensee”).

WHEREAS, Licensee wishes to license software and trademarks for the purpose of utilizing the CommunityShare platform (“Site”) within the region as defined in Exhibit A and COMMUNITYSHARE desires to license this software to Licensee; and

WHEREAS, COMMUNITYSHARE wishes to grant such licenses to Licensee on the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

### 1. GRANT OF LICENSE

a. Subject to the terms and conditions of this Agreement, COMMUNITYSHARE grants to Licensee, during the term of this Agreement, a non-exclusive, non-sublicenseable and non-transferable (except as set forth in this Section 1(a), below) license to use the software as identified in Exhibit A (“Membership and License”) for the purpose of utilizing the CommunityShare platform. Licensee may use the Licensed Programs solely in executable format for its own use. Licensee may not sell, assign, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified, without the express written consent of COMMUNITYSHARE.

b. Subject to the terms and conditions of this Agreement, COMMUNITYSHARE grants to Licensee, during the term of this Agreement, a non-exclusive, non-sublicenseable and non-transferable license to use and display the trademarks set forth in Exhibit A (collectively, the “Licensed Trademarks”) in the form and manner approved by COMMUNITYSHARE in advance and in writing, solely in connection with Licensee’s use and promotion of the Licensed Programs in accordance with this Agreement, during the term of this Agreement, and in the State of Tennessee or on the Internet.

c. Licensee will not engage in any activities that use the Licensed Programs or Licensed Trademarks in a manner that is outside the scope of the rights granted to it hereunder. All of Licensee’s activities related to its use of the Licensed Programs and Licensed Trademarks pursuant to this Agreement will comply with all applicable laws, rules, and regulations.

## **2. CONSIDERATION TO COMMUNITYSHARE**

a. In consideration for Licensor's grant of the license and performance hereunder, Licensee agrees to pay the fees set forth in Exhibit A attached hereto in accordance with the payment schedule set forth therein.

b. Such fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due, for which Licensee is solely responsible. If Licensor is required to pay any such amounts, Licensee agrees to promptly reimburse Licensor in full.

## **3. OWNERSHIP**

a. The Licensed Programs and any documentation or other information provided by COMMUNITYSHARE related thereto, and any translations, compilations, partial copies, modifications, derivative works and updates to the Licensed Programs, and the Licensed Trademarks and any derivatives or modifications thereof or combinations thereof with any other marks are the property of COMMUNITYSHARE. Licensee hereby assigns, and agrees to assign, all right, title and interest in and to any and all of the foregoing to COMMUNITYSHARE.

b. No right or license under any intellectual property rights is granted or will be granted by either party hereto by implication. All rights or licenses are or will be granted only as expressly provided in this Agreement.

## **4. PROPRIETARY RIGHTS**

a. Licensee recognizes that COMMUNITYSHARE regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, without the prior written consent of COMMUNITYSHARE, to any person other than employees and independent contractors of Licensee who are subject to written obligations to maintain the confidentiality of information and to assign intellectual property rights that are consistent with the terms and conditions of this Agreement. Licensee agrees not to modify, decompile, update, make derivative works of, access without authorization or reverse engineer the Licensed Programs without the express written consent of COMMUNITYSHARE. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs, to use the Licensed Programs only in accordance with the documentation provided by COMMUNITYSHARE and to abide by the terms of use or other policies applicable to the Licensed Programs and available in or through the Licensed Programs or otherwise made available to Licensee from time to time.

b. Notwithstanding Section 14, Licensee agrees that breaches by Licensee (or by other individuals or entities granted access under the terms of this agreement) of this Section 4 may cause irreparable harm to COMMUNITYSHARE and Licensee agrees that COMMUNITYSHARE shall be entitled, in addition to any other remedies available to it under this Agreement, to injunctive relief to protect COMMUNITYSHARE's proprietary and/or confidential information.

c. In its use of the Licensed Trademarks, Licensee agrees to comply with the trademark style and usage standards of COMMUNITYSHARE as provided in Exhibit A or as otherwise communicated to Licensee from time to time. Licensee agrees to not do or permit any act which may in any way impair the rights of COMMUNITYSHARE in the Licensed Trademarks. Licensee agrees to promptly cease and remove any use of the Licensed Trademarks upon expiration or termination of this Agreement or upon COMMUNITYSHARE's earlier request. All rights in the Licensed Trademarks and the goodwill related thereto shall remain with and inure to the benefit of COMMUNITYSHARE. Licensee shall not take any action that would adversely affect, tarnish or dilute the Licensed Trademark or such goodwill or the value thereof. COMMUNITYSHARE shall retain the right to monitor the quality of the goods or services on or with which any Licensed Trademark is used. Licensee agrees to not register or seek to register any Licensed Trademark or any trademark, service mark, trade name or domain name confusingly similar to any Licensed Trademark or which incorporates any portion of a Licensed Trademark. Licensee agrees to not challenge, oppose or cancel the registration of or application to register any Licensed Trademark. COMMUNITYSHARE shall have the sole right, but not the obligation, to enforce or defend the Licensed Trademarks. Licensee agrees to reasonably cooperate with COMMUNITYSHARE in any such enforcement or defense at COMMUNITYSHARE's cost and expense.

## **5. TERM**

The license granted hereunder shall continue as defined in Exhibit A unless terminated earlier pursuant to Section 6 hereof and subject to Licensee's proper performance of its obligations hereunder.

## **6. TERMINATION**

a. COMMUNITYSHARE has sole discretion to terminate this Agreement with cause within ten (10) calendar days after written notice thereof from COMMUNITYSHARE. Upon termination, Licensor will remove the platform from use by Licensee and Licensee agrees to permanently delete any copies of the Licensed Programs, permanently delete any information relating thereto, and permanently delete any proprietary and/or confidential information, data, programs, code, or other materials provided to Licensee by COMMUNITYSHARE.

b. COMMUNITYSHARE may immediately terminate this Agreement if Licensee is in default of any of the material terms and conditions of this Agreement and fails to correct such

default within ten (10) calendar days after written notice thereof from COMMUNITYSHARE, provided that any breach by Licensee of Section 1, Section 3 or Exhibit A shall not be subject to cure.

c. Bullitt County Public Schools can terminate without cause within 10 calendar days after written notice and any amount paid will be prorated to the termination date.

## **7. POST TERMINATION RIGHTS**

Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor, and Licensee agrees to permanently delete any copies of the Licensed Programs, permanently delete any information relating thereto, and permanently delete any proprietary and/or confidential information, data, programs, code, or other materials provided to Licensee by COMMUNITYSHARE. Sections 2 through 4 and 6 through 19 will survive the termination or expiration of this Agreement.

## **8. WARRANTY DISCLAIMER**

a. COMMUNITYSHARE represents and warrants that the hosting environment used to provide the Licensed Programs will be maintained and operated at substantially the same standard of quality, reliability, availability, security, and antivirus protection that COMMUNITYSHARE uses to operate Licensed Programs for other customers of COMMUNITYSHARE, and in any event, no less than commercially reasonable industry standard levels.

b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMMUNITYSHARE LICENSES, AND LICENSEE ACCEPTS, THE LICENSED PROGRAMS "AS IS." EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMMUNITYSHARE PROVIDES NO OTHER WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

## **9. LIMITATION OF LIABILITY**

In the event of any legal actions arising out of this Agreement, COMMUNITYSHARE's liability to Licensee under any provisions of this Agreement for damages awarded shall be limited to the amounts actually paid hereunder by Licensee to COMMUNITYSHARE. IN NO EVENT SHALL COMMUNITYSHARE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

## 10. DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE

If you have any copyright concerns about any materials posted on this site ("COMMUNITYSHARE Site") by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers (17 U.S.C. § 512). Unless otherwise stated in any specific DMCA designation provided by COMMUNITYSHARE, please provide us with written notice ("Notice") by contact-using our Designated Agent at the following address:

Designated Agent  
CommunityShare  
634 North Jacobus Ave  
Tucson, Arizona 85705  
email: team@communityshare.org

To be effective, the Notice must include the following:

- a. A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, ("Complaining Party") of an exclusive right that is allegedly being infringed upon;
- b. Information reasonably sufficient to permit COMMUNITYSHARE to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- c. Identification of the allegedly infringing material on the COMMUNITYSHARE Site ("Infringing Material"), and information reasonably sufficient to permit COMMUNITYSHARE to locate such material on the COMMUNITYSHARE Site;
- d. Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works at a single COMMUNITYSHARE Site are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- e. A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**11. NOTICES**

All notices in connection with this Agreement shall be in writing and may be given by mail at the address set forth on the first page of this agreement or sent electronically.

**12. SUCCESSORS**

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

**13. SEVERABILITY**

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

**14. GOVERNING LAW/FORUM**

This Agreement shall be governed and interpreted by the laws of the State of Kentucky. Bullitt County, Kentucky shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

**15. MEDIATION/ARBITRATION**

The parties hereto agree that, to the fullest extent permitted by law, any dispute, clause or controversy arising out of or related to this Software License Agreement (hereafter "disputes") will be submitted to mediation upon terms mutually agreeable to both parties. In the event the parties do not resolve such disputes through mediation, then the parties agree that, to the fullest extent permitted by law, the disputes will be submitted for resolution to final and binding arbitration before the AAA, or other mutually agreeable ADR provider. The parties understand and agree that in the event mediation is unsuccessful, then arbitration will be the exclusive forum for resolving disputes between them, including statutory claims and all disputes arising out of the licensing arrangement and the termination of such relationship. COMMUNITYSHARE and the Licensee expressly waive their entitlement, if any, to have disputes between them decided by a court or jury.

**16. NON-ASSIGNMENT**

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of COMMUNITYSHARE. Any assignment not in compliance with this section will be null and void *ab initio*.

**17. WAIVER; AMENDMENT**

The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. No waiver shall be effective unless it has been given in writing and signed by the party giving such waiver. No provision of this Agreement may be amended or modified other than by a written document signed by authorized representatives of each party.

**18. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

**19. INDEPENDENT CONTRACTORS**

Nothing contained in this Agreement will be deemed to constitute a joint venture, partnership, or employer-employee relationship between Licensor and Licensee, or to constitute one as the agent of the other. Neither party hereto will be entitled to any benefits applicable to employees of the other party hereto. Both parties will act solely as independent contractors, and nothing in this Agreement will be construed to make one party an agent, employee, or legal representative of the other party for any purpose or to give either party the power or authority to act for, bind, or commit the other party.

**20. ENTIRE AGREEMENT**

This Agreement, together with the Exhibits attached hereto, sets forth the entire understanding voluntarily reached between the parties with respect to the subject matter hereof, and merges and supersedes all prior or contemporaneous agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or COMMUNITYSHARE's order acknowledgment forms. The terms and conditions of this Agreement may not be amended or modified, except in writing signed by both of the parties hereto.

*[Signature page follows.]*



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

LICENSEE:  
Bullitt County Public Schools

LICENSOR:  
CommunityShare

Name:


Name: Josh Schachter

Title:

Title: Executive Director

By: \_\_\_\_\_

(Signature)

By:  \_\_\_\_\_

(Signature)

## EXHIBIT A

### BULLITT COUNTY PUBLIC SCHOOLS MEMBERSHIP AGREEMENT

#### **MEMBERSHIP DESCRIPTION**

CommunityShare grants a one-time license of CommunityShare's digital platforms, including hosting and support, for use by up to 600 educators stewarded by Bullitt County Public Schools. This includes a dedicated onboarding specialist, onboarding training session for key stakeholders, personalized needs assessment, customized roll-out plan, technical support, access to an administrative data dashboard, and landing page.

**MEMBERSHIP FEE:** \$13,600 for platform license, customization and usage, including coaching and professional development.

*The recurring annual membership to begin after November 30, 2025 is \$7,500 and can be locked in with a 3-year contract. If a 3-year contract is paid upfront, Bullitt County Public Schools will receive a 10% discount.*

**TIMELINE:** December 1, 2024 – November 30, 2025

**FUTURE EXPANSION:** If the Licensee wishes to expand the scope of this agreement, CommunityShare and Licensee will renegotiate the terms and fees.

**COACHING & TRAINING:** Up to 24 hours/year of virtual coaching and training services to support Licensee staff in implementing CommunityShare. This could entail coaching staff and/or stakeholders, custom content creation, preparation time for calls, and online/phone conferences with Licensee. This includes online platform support, partner recruitment, school and community engagement, volunteer management and safety, evaluation, partnership/asset mapping, creating a teacher fellowship, and developing a teacher grants program. These hours can be distributed however best meet the Licensee's needs.

**EDUCATOR PROFESSIONAL LEARNING:** Educators licensed under the Bullitt County Public Schools membership will have the opportunity to join CommunityShare's Educator Fellowship and/or other professional development experiences focused on community-engaged learning.

**NATIONAL STEWARDS COMMUNITY OF PRACTICE:** Bullitt County Public Schools' stewards, those overseeing and implementing CommunityShare in Bullitt County, will be expected to attend 4-5 community of practice virtual sessions facilitated by CommunityShare per year with other stewards across the CommunityShare network.

**HOSTING:** Licensor will host the platform with a URL name mutually agreed upon by the parties.

**SOFTWARE SPECIFICATIONS:** Licensor will provide a landing page branded with Bullitt County Public Schools and partner logos and a unique URL prefix. Licensee hereby grants to Licensor the right to use such logos and such other trademarks solely in connection with the foregoing and solely as directed by Licensee. Licensor shall promptly cease and remove any use of such logos and such other trademarks upon expiration or termination of this Agreement or upon Licensee's earlier request. All rights in logos and such other trademarks and the goodwill related thereto shall remain with and inure to the benefit of Licensee.

**SOFTWARE DESCRIPTION & MODIFICATIONS:** CommunityShare grants Licensee the CommunityShare software. Any modifications to the Licensed Programs that are not directly related to programmatic errors, such as adding or modifying functions, features or the design of the software, will require a separate agreement between Licensor and Licensee.


**PERSONAL INFORMATION:** If the Licensed Programs now, or following a software update from Licensor, permit Licensee, and Licensee's employees, contractors or other representatives, users, or other third parties granted access to the Licensed Programs by Licensee or otherwise accessing Licensee's copy of the Licensed Programs or data related thereto (collectively, "Licensee Users"), to upload, store, display, download, use, disclose and access personally identifiable information regarding such users or third parties ("Personal Information"), any use of such Personal Information by Licensee or a Licensee User shall be subject to the prior affirmative consent of the user or third party whose Personal Information is being obtained. Licensee shall comply with all applicable laws, rules, and regulations in its use of any Personal Information, and shall be solely responsible for verifying the accuracy of any Personal Information. Licensee is and shall be solely responsible for, and shall indemnify, defend and hold harmless Licensor and its employees, contractors, officers, directors and representatives against, any use or misuse of the Licensed Programs or Personal Information or other data obtained in connection therewith by Licensee and/or any Licensee User.

**EVALUATION:** Licensee will communicate with Licensor regarding the evaluation of the implementation of CommunityShare and share evaluation findings with Licensor as they relate to the usage and impact of CommunityShare's software and services.

**PAYMENT:** The membership fee shall be due and payable to CommunityShare and sent to Josh Schachter, CommunityShare, 634 North Jacobus Avenue Tucson, AZ 85705 no later than 30 days after date of signing. Licensor charges a late fee of 2% per month for any unpaid balance more than 30 days past due.

## EXHIBIT B

### LICENSED TRADEMARKS

No.	Mark
	CommunityShare
	

#### Proper Use, Quality Standards and Monitoring

**BRANDING.** CommunityShare grants the licensee the right to use the CommunityShare name and service marks in its marketing materials or other oral, electronic, or written promotions, which shall include naming the licensee as a customer of CommunityShare and providing a brief scope of the services provided. To maintain the clarity and integrity of the CommunityShare brand, the CommunityShare Branding Guidelines must be observed.

**PROPER USE.** Licensee agrees that all use of the Licensed Trademarks shall only occur in strict compliance with the terms of the Agreement and this Exhibit A. Licensee has no right to use the Licensed Trademarks for any purpose other than the purpose described in Section 1 of the Agreement. Licensee may not use the Licensed Trademarks in connection with, or for the benefit of, any third party's products or services. Licensee further agrees not to use the Licensed Trademarks on or in connection with any products or services that are or could be deemed by COMMUNITYSHARE, in its sole judgment, to be obscene, pornographic, disparaging of COMMUNITYSHARE or its products or services, or otherwise in poor taste, or that are themselves unlawful or whose purpose is to encourage unlawful activities by others.

**QUALITY STANDARDS.** Licensee agrees to maintain the level of quality of the Licensed Trademarks and further agrees to maintain the level of quality in connection with its use of the Licensed Trademarks.

**MONITORING BY COMMUNITYSHARE.** COMMUNITYSHARE shall have the right to monitor Licensee's use of the Licensed Trademarks at COMMUNITYSHARE's sole discretion. Upon request by COMMUNITYSHARE, Licensee shall provide COMMUNITYSHARE with representative samples of each such use prior to the time that any of the Licensed Trademarks is published on the Internet or in press materials or marketing or advertising materials. If COMMUNITYSHARE determines that Licensee is using a Licensed Trademarks improperly or that any such use is otherwise not in compliance with this Agreement or with the standards or guidelines provided by COMMUNITYSHARE, COMMUNITYSHARE shall notify Licensee, and Licensee shall immediately cease such use. Use of the Licensed Trademarks in connection with goods or services other than Licensed Programs or the promotion of the Licensed Programs in a manner inconsistent with the COMMUNITYSHARE's guidelines, or in connection with an infringement of COMMUNITYSHARE's or a third party's rights, including but not limited to rights under trademark, patent, trade secret or copyright laws, shall constitute material breach of the Agreement.

**LEGEND DISCLAIMER.** Licensee shall include with any online publication or publication in print or other use of the Licensed Trademarks a trademark legend indicating that the Licensed Trademarks are trademarks of COMMUNITYSHARE, used under license.