

2011-2012 WATERFRONT LEARNING SERVICES CONTRACT

THIS CONTRACT by and between the **ALLEGHENY INTERMEDIATE UNIT d/b/a WATERFRONT LEARNING SERVICES**, having an address of 475 East Waterfront Drive, Homestead, PA 15120 (hereinafter referred to as “Waterfront Learning”)

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PLUM BOROUGH SCHOOL DISTRICT, having an address of 900 Elicker Road, Plum, PA 15239.

WITNESSETH:

WHEREAS, WATERFRONT LEARNING, a service of the Allegheny Intermediate Unit, has developed a menu of flexible cyber education program options that incorporate high quality courses, instruction and professional development at reasonable prices; and

WHEREAS, WATERFRONT LEARNING will assist school districts to meet the growing need for cyber education and ensure student achievement; and

WHEREAS, PLUM BOROUGH SCHOOL DISTRICT wishes to contract with WATERFRONT LEARNING to take advantage of certain flexible cyber education program opportunities; and

WHEREAS, the Parties are desirous of setting forth the terms and conditions of such contractual relationship.

NOW THEREFORE, in consideration of the above premises and intending to be legally bound hereby, the Parties agree as follows:

1. **Services Provided.** WATERFRONT LEARNING will provide the following cyber solutions to the SCHOOL DISTRICT:

Full Cyber Options				
Benefits/Features	Option 1	Option 2	Option 3	Option 4*
	Asynchronous (WFL Teacher)	Synchronous (WFL Teacher)	Blended Experience (WFL Teacher)	Asynchronous (District Teacher)
Waterfront Learning Teacher	X	X	X	
Computer and Internet Access	X	X	X	
District Teacher				X
Professional Development				X*
Content/Courses	X	X	X	X
Synchronous		X	X	
Asynchronous	X		X	X
Full-Time Students	X	X	X	X
Grades	K-12 (K-5 Pilot)	K-12	K-12 (K-5 Pilot)	K-12 (K-5 Pilot)
Price Per Student	\$3,600	\$5,500	\$4,300	\$2,500
Support for specially designed instruction and regulatory compliance	\$2,000	\$2,000	\$2,000	\$2,000

**Annual training, specific to the platform chosen (2 day package @ \$2,000), is required.*

Single Course Options		
Waterfront Learning Teacher	Full Year Asynchronous (per course)	\$350
	Semester Asynchronous (per course)	\$225
	Summer School Credit Recovery Course	\$225
	Full Year Asynchronous, AP (per course)	\$700
	Semester Asynchronous, AP (per course)	\$450
	Full Year Synchronous (per course)	\$975
District Teacher*	Full Year Asynchronous (per course)	\$225
	Semester Asynchronous (per course)	\$175
	Summer School Credit Recovery Course	\$175
	Full Year Asynchronous, AP (per course)	\$475
Credit Recovery – Summer (6 weeks)		\$225
General Education/Enrichment – Summer (12 weeks)		\$350

**Annual training, specific to the platform chosen (2 day package @ \$2,000), is required.*

Concurrent Course Options	
Districts may purchase concurrent licenses allowing access to ALL Education2020 asynchronous courses. District must provide equipment and staff. Two tiers, “Lite” (at \$600/license) and “Premium” (at \$1,300/license) are available. Please see the corresponding FAQ and Narrative documents for specific details.* <i>*Annual training, specific to the Education2020 platform is required.</i>	VARIES

Districts may purchase concurrent licenses allowing access to the asynchronous Education2020 courses. Each district must provide equipment and staff. Training is required and can be provided by the Allegheny Intermediate Unit or Education2020.

- Allegheny Intermediate Unit
 - Professional Development Consultation Fee: \$100/hr; two hour minimum.
 - Two Day Training: \$2,000.00

- Education2020 – Please contact the vendor directly for current pricing and options.

OPTION 1: CONCURRENT “LITE”

Cost Per License.....\$600/license

Includes:

- A single concurrent-user license
- Use of AIU3’s Media Appliance
- Initial technical consult for technical setup of school and site administration

OPTION 2: CONCURRENT “PREMIUM”

Cost Per License.....\$1,300/license

Includes all of the above PLUS the Waterfront Learning Bundled Services Package:

- Enrollment Services
- Curriculum Coordination
- Special Education Services
- Progress Monitoring
- Program Design, Implementation and Monitoring
- Comprehensive Technical Support
- Marketing Facilitation
- Professional development Consultation

Professional Development/Training	
Professional Development - Full Day	\$900
Professional Development - Half Day	\$450
Training specific to vendor product – 2 day package training (Annual)	\$2,000

Additional Fees	
<u>Administrative Fee:</u> <i>Fee applied, in place of the full tuition fee, when a student withdraws from a course within the first two weeks of enrollment.</i>	\$125/course
<u>Computer Maintenance Fee:</u> <i>Fee applied to each laptop issued; nonrefundable or transferrable.</i>	\$125/laptop
<u>Computer Replacement Fee:</u> <i>Fee charged to the DISTRICT when a laptop is not returned to WATERFRONT LEARNING within two weeks of a student completing or withdrawing from studies.</i>	\$500/laptop

The contract will be applied to the upcoming 2011-2012 school year or a mutually agreed upon date. A mutually agreed upon Waterfront Learning/District Calendar would be established and agreed upon.

2. **Independent Contractor.** WATERFRONT LEARNING is an independent contractor and is the sole supervisor for the provision of services set forth in paragraph 1. WATERFRONT LEARNING supervisory personnel shall be available to consult with the SCHOOL DISTRICT at all times.

3. **Service Providers and Progress Reports.** The services provided by WATERFRONT LEARNING shall be performed by certified highly qualified teachers. WATERFRONT LEARNING Teachers will monitor and report student progress. Upon completion of a course, WATERFRONT LEARNING will send an official transcript to both the student and the SCHOOL DISTRICT. The policies and procedures of the SCHOOL DISTRICT regarding grading and attendance will be followed by WATERFRONT LEARNING.

4. **Governing Law.** The Agreement shall be construed under, and in accordance with the laws of the State of Pennsylvania.

5. **Enforceability of Provisions.** In the case that any one or more of these provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall only affect such provision(s) and not affect all other portions of this Agreement. The portions of this Agreement that were unaffected shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. **Sole Agreement of Parties.** This Agreement constitutes the sole and only Agreement of the Parties involved and supersedes any prior understanding, or written or oral agreement between the Parties respecting the subject matter contained within.

7. **Invoices.** WATERFRONT LEARNING shall issue invoices for payment to the SCHOOL DISTRICT on a monthly basis. Payment shall be made by the SCHOOL DISTRICT not later than thirty (30) days after the invoice date.

8. **Claims or Disputes.** Any claims or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved through legal or equitable proceedings before the Allegheny County Court of Common Pleas and/or the United State District Court for the Western District of Pennsylvania.

9. **Indemnification.** WATERFRONT LEARNING shall protect, defend, indemnify, and hold the SCHOOL DISTRICT harmless from and against any and all costs, expenses (including reasonable attorneys fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind arising out of or in any way connected with WATERFRONT LEARNING's negligence or intentional acts under this Agreement. SCHOOL DISTRICT shall likewise, protect, defend, indemnify and hold WATERFRONT LEARNING harmless from and against any and all costs, expenses (including reasonable attorneys fees) liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind arising out of or in any way connected with the SCHOOL DISTRICT's negligence or intentional acts under this Agreement.

ATTEST:

WATERFRONT LEARNING SERVICES

BY _____

Date: _____

ATTEST:

PLUM BOROUGH SCHOOL DISTRICT

BY _____

Date: _____