



Educational Opportunities • Innovative Solutions • Leadership Excellence

June 25, 2015

Plum Borough School District
900 Elicker Road
Plum, PA 15239

Dear Dr. Glasspool,

In May, you received a 2015-2016 Waterfront Learning Contract. It has been brought to our attention that there is a typographical language conflict regarding **Item 5: Invoices**. Please find enclosed an updated contract to reflect language with the accurate time period for submission of invoices and payments. The change was put in place for next year in order to accommodate a school district's board approval timeline.

Item 5 previously read:

Invoices. WATERFRONT LEARNING shall issue invoices for payment to the SCHOOL DISTRICT on a quarterly basis. Payment shall be made by the SCHOOL DISTRICT not later than thirty (60) days after the invoice date. In the event that the district does not remit payment within 60 days, WATERFRONT LEARNING reserves the right to suspend services until payment in full is received.

This item has been corrected to accurately reflect a time period of sixty (60) days for the remittance of payment.

Invoices. WATERFRONT LEARNING shall issue invoices for payment to the SCHOOL DISTRICT on a quarterly basis. Payment shall be made by the SCHOOL DISTRICT not later than **sixty** (60) days after the invoice date. In the event that the district does not remit payment within 60 days, WATERFRONT LEARNING reserves the right to suspend services until payment in full is received.

At this time, if your district *has not* yet submitted a Board approved contract, please utilize the new version attached. If your district *has* already submitted a signed contract, you have the option of utilizing either the previous version or resubmitting the updated version. We have been advised that since the current contract contains a typographical error and is not a substantive change, the original board approval should suffice; however, providing the revised version to you affords you the opportunity to amend the previously signed contract should you wish. We sincerely apologize for any inconvenience or confusion caused.

Sincerely,

A handwritten signature in black ink that reads "Denise R. Decheck". The signature is written in a cursive, flowing style.

Denise R. Decheck, MPM
Program Director, Waterfront Learning
(412) 394-4996
denise.decheck@aiu3.net

**2015-2016 WATERFRONT LEARNING
SERVICES CONTRACT
ALLEGHENY COUNTY SCHOOLS**

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”)

A

N

D

PLUM BOROUGH SCHOOL DISTRICT, having an address of 900 Elicker Road, Plum, PA, 15239 (hereinafter referred to as “School District”)

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 for students enrolled in the district; 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 consistent with the pricing options and packages as defined in the pricing document (ADDENDUM).

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 regarding program implementation and facilitation.

3. **Service Providers.** The instructional services provided by WATERFRONT LEARNING shall be performed by Pennsylvania certified, highly qualified teachers. The policies and procedures of the SCHOOL DISTRICT regarding grading, attendance, and acceptable use will be followed by WATERFRONT LEARNING, except where noted. Districts shall provide current Acceptable Use Policies and procedures to WATERFRONT LEARNING annually. In the event that a student's actions violate program or district policies, WATERFRONT LEARNING has the sole discretion to modify or remove the student's online course access.

4. **Equipment Transfer and Liability.** Should the SCHOOL DISTRICT choose to utilize hardware support from WATERFRONT LEARNING, the district agrees to all WATERFRONT LEARNING policies and procedures relating to transfer of possession and return of said equipment. Should equipment not be returned or returned in an irreparable condition to WATERFRONT LEARNING, the SCHOOL DISTRICT agrees to accept financial liability for said equipment as defined in the pricing document (ADDENDUM).

5. **Invoices.** WATERFRONT LEARNING shall issue invoices for payment to the SCHOOL DISTRICT on a quarterly basis. Payment shall be made by the SCHOOL DISTRICT not later than sixty (60) days after the invoice date. In the event that the district does not remit payment within 60 days, WATERFRONT LEARNING reserves the right to suspend services until payment in full is received.

6. **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.

7. **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 attorney's 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.

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

9. **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.

10. **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.

ATTEST:

WATERFRONT LEARNING SERVICES

Date: _____ BY _____

ATTEST:

PLUM BOROUGH SCHOOL DISTRICT

Date: _____ BY _____

2015-2016 ALLEGHENY COUNTY PRICING ADDENDUM



Full-Time Offerings*: Includes PA highly qualified teacher, technology package**, content, GeniusSIS access, and correlating supports for 10 months. Free grace period (less hardware service charge of \$50) of 13 calendar days is available.

| OPTIONS: | 2015-2016 PRICE: |
|---|-------------------------|
| Edgenuity (Grades 6-12; Up to 7 courses with live, and on-demand support & advising) | \$1,075.00/quarter |
| EdisonLearning (Grades 6-12; Unlimited courses with synchronous support & coaching) | \$1,075.00/quarter |
| Odysseyware (Grades 3-6 core courses with live office hours) | \$950.00/quarter |
| Technology Package Only (Laptop, bag, mouse, headset, and Internet access; grace period does not apply) | \$425.00/quarter |
| Elementary Elective Package (Grades 3-6: Choice of Art, Music, Health, or Physical Education) | \$100.00/course/quarter |

*Students needing to extend studies beyond June 10, 2016 can be extended until August 12, 2016 for an additional quarterly fee.

**Students not needing the Technology Package will be afforded a \$250 quarterly tuition reduction.

Part-Time Offerings: Includes teacher, content, and correlating supports for time period indicated. Full tuition charged at the time of enrollment; 13 calendar day grace period available.

| OPTIONS: | 2015-2016 PRICE: |
|--|------------------|
| Edgenuity+ – Full Year AP (10 month access) | \$700.00 |
| Edgenuity+ – Semester AP (5 month access) | \$450.00 |
| Edgenuity+ – DUAL Enrollment (Semester College level course through Sophia – 5 month access) | \$700.00 |
| Edgenuity+ or Edison+ – Full Year Core/Elective (10 month access) | \$600.00 |
| Edgenuity+ or Edison+ – Semester Core/Elective (5 month access) | \$375.00 |
| Edison+ – Quarter Core/Elective (9 week access) | \$200.00 |
| Zulama+ – Semester Elective (5 month access) | \$450.00 |
| Drivers Theory – Quarter (9 week access) | \$100.00 |

+Options to use district teacher with this vendor exist.

NOTE: Quarterly grades are not issued for AP courses, world languages, or DUAL enrollment courses taken through Edgenuity.

Twelve Month Licensing Options (Training/PD Required): Includes license/content only.

| VENDOR: | 2015-2016 PRICE: |
|---|--------------------|
| Edgenuity – Concurrent ; Includes access to Core Content, General Electives, AP, Credit Recovery, Career Electives, Test Prep/Remediation | \$575.00 + PD |
| Edgenuity – Concurrent; Includes access to all courses above plus Middlebury World Languages | \$650.00 + PD |
| Edgenuity – Concurrent; Site License (Maximum of 1,000 students district wide) | \$40,000.00 + PD |
| Edgenuity – Hybrid Package (Single course purchase for a minimum of 100 students) | \$125/License + PD |

Professional Development Services:

| OPTIONS: | 2015-2016 PRICE: |
|------------------------------|------------------|
| Half Day Training / PD | \$425.00 |
| Full Day Training / PD | \$850.00 |
| Hybrid – PHASE I: ALIGN | *FREE* |
| Hybrid – PHASE II: EDUCATE | \$1,200.00 |
| Hybrid – PHASE III: DESIGN | \$3,000.00 |
| Hybrid – PHASE IV: CUSTOMIZE | VARIES |

GeniusSIS Implementation (Additional PD required): Options to use Genius in coordination with your license purchase(s) exist. Please call for additional information. Costs include \$1,500.00 for the initial set-up, required professional development and training, and a recurring fee of \$5/student/course/quarter.

Other Information

- a) No minimum purchase required.
- b) Costs vary based on vendor licensing, agreements, and option availability with Waterfront Learning.
- c) Some courses may require additional material fees; costs shown do not include textbooks, additional software, or testing fees.
- d) **Free Trial** – A free, 13 calendar day free trial is available at the time of initial enrollment; however, a \$50 hardware service charge will be assessed for equipment delivery & return for students withdrawing during the free trial period. The opportunity for a free trial period applies only to coursework, not the technology package.
- e) **Tuition Charges** – Tuition is charged as indicated above based on the courses and services requested. If the participation period exceeds the defined length of enrollment, additional tuition will be assessed.
- f) **Extension Fees** – In the event that an extension is desired for a student, notification, in writing, must be provided to the program prior to the last week of scheduled enrollment. If notification is received within the last week of the course, a \$50 processing fee will be assessed.
- g) **Student Support Services** – It is expected that the district will monitor and support any identified online learner (special education or ELL). Should the district indicate that assistance from the program is desired for support services, data collection, goal monitoring, or ELL instruction, additional charges would apply.
 - a. **Special Education Fees for Service:**
 - i. Full-Time Students: \$1,000/semester
 - ii. Single Course Students: \$225/semester
 - b. **ELL Fees for Service:**
 - i. \$2,100 / semester (cost includes weekly live support and instruction, materials, supervision, data analysis and communication)
- h) **Single Section Enrollment** – Students will not be permitted to enroll in two sections of the same course at the same time (example: Algebra Q1 and Algebra Q2). Students MUST finish one section of a course before beginning another.
- i) **Internet Access Reimbursement** – The program will utilize Internet reimbursement at a rate of \$35/month as the default for all full-time students requesting equipment. Should a MiFi device be requested and approved, the use will be monitored. Any device not showing use for two consecutive billing cycles will be deactivated.
- j) **Curriculum Modifications** – Student specific course activity adjustments are included in tuition charges. Curriculum alignment, customization, or modification resulting in more than 25% of curriculum modification or removal, or the combining of multiple quarters of content are subject to a \$50 course customization fee. Should assistance with district-wide curriculum alignment and modification be needed, charges of \$850 (full-day) and \$425 (half-day) would apply.
- k) **Communication Standards and Protocols** – The Program strives to respond to communications within one business day, and award final course credit within two business days of the identified course end date. Additional, targeted customer service goals include the communication of needs and requests of the participating schools and liaisons to the contracted vendors. Should information, special requests, or modifications be needed, the identified district liaison should communicate those needs, in writing, to WFLHelp@aiu3.net. The Program will then collaborate with contracted parties to achieve the desired request. It is not the expectation of the Program that the required school district identified liaison or other identified representative need to work directly with Waterfront Learning contracted vendors.
- l) **Hardware Replacement Fees** – In the event that program provided hardware is not returned within 30 days of withdrawal during the first, second or third quarters, or by June 30th for students finishing in the fourth quarter, the district will be assessed equipment replacement fees for missing or irreparable equipment at the rates shown below. Should missing equipment be obtained by the district and returned to Waterfront Learning prior to June 30th, the district will be credited for any replacement fees previously assessed.

| | |
|----------------------------|----------|
| i. Laptop (with Warranty): | \$839.00 |
| ii. Bag: | \$25.00 |
| iii. Power Supply: | \$75.00 |
| iv. Headset: | \$10.00 |
| v. Mouse: | \$10.00 |