

**2021-2022 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”)

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CHARTIERS VALLEY SCHOOL DISTRICT, having an address of 2030 Swallow Hill Road, Pittsburgh, PA 15220-1699 (hereinafter referred to as “School District”)

WITNESSETH:

WHEREAS, WATERFRONT LEARNING, a service of the Allegheny Intermediate Unit, has developed a menu of flexible virtual 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 virtual education and ensure student achievement; and

WHEREAS, CHARTIERS VALLEY SCHOOL DISTRICT wishes to contract with WATERFRONT LEARNING to take advantage of certain flexible virtual 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. Term. This contract shall commence on the date that both Parties have signed this contract and shall continue until June 30, 2022, unless terminated by either party by written notification to the other with at least thirty (30) calendar days’ notice. Upon termination, WATERFRONT LEARNING will be entitled to all fees and services as performed up to the date of the termination.

2. Services Provided. WATERFRONT LEARNING will provide the following virtual solutions consistent with the pricing options and packages as defined in the attached pricing document (ADDENDUM, incorporated herein by reference).

3. **Integrated Services.** WATERFRONT LEARNING will provide Integrated Services for district personnel to design program development, targeted goal setting and program evaluation throughout the year. Deliverables vary depending on the needs identified through the integration and program design processes. Services are defined and fees are set forth within the Statement of Work below.

INTEGRATED SERVICES STATEMENT OF WORK AND FEES

Site License and Concurrent License Integration only - \$1,000.00 annual fee:

Student Enrollment	Student Supports	Waterfront Learning Communications	Technology Support
<ul style="list-style-type: none"> • Assists liaison with the preparation of virtual academy policy and procedures • Assists in the bulk enrollment process with technology and virtual academy staff • Reviews student enrollment process with the district liaison and supplies relevant support material • Assists district in query reports, grade submissions, and closing out final courses 	<ul style="list-style-type: none"> • Provides support for technology and virtual academy staff to monitor student attendance, performance, progress and communication data within the district SIS • Assists in the process for the district to support tiered intervention communications • Collaborates with special education staff to support the goals and Specially Designed Instruction included in the IEP for special education students within the platform 	<ul style="list-style-type: none"> • Provides ongoing support to liaison through quarterly Waterfront Learning Liaison Meetings • Provides district liaison with information regarding PIMS reporting as requested • Assists WFL liaison with the coordination of marketing initiatives and materials • Coordinates professional development training needs for the educational entity through district-specific contracted professional development 	<ul style="list-style-type: none"> • Provides orientation for new online learning platforms • Provides support to districts to guide students not using WFL-provided equipment (vendor courseware only) • Shares information necessary for technology specifications, whitelisting sites, imaging hardware, filtering, and networking • Provides support to district staff importing users, courses, and enrollments in courseware systems • Acts as a liaison between the district and courseware vendor support for district issues

Comprehensive Courseware, Singleton & Fulltime Seats, Instructional Services - \$2,500.00

annual fee: includes the services below, which include all deliverables from Site/Concurrent License only. Any district that is assessed a Site/Concurrent License fee and adds Comprehensive Services will be assessed the difference between the Comprehensive and the Site/Concurrent License fees by the next quarterly invoice period.

Student Enrollment	Student Supports	Waterfront Learning Communications	Technology Support
<ul style="list-style-type: none"> • Provides support to the district liaison in coordinating the initial launch of the virtual academy and new student orientation • Collaborates on any needed curriculum modifications • Assists with Student Information System Training for newly appointed district staff • Updates enrollments as requested - new student enrollments, course changes, and withdraws • Communicates student course information (login, password, course start/end dates, platform URL, teacher, etc.) to liaison • Creates new student accounts in the vendor platform – enrolls students into vendor courseware • Provides final percentages for schools to report 	<ul style="list-style-type: none"> • Provides facilitation of courses with Pennsylvania-certified teacher • Provides access to student attendance, performance, progress and communication data within the SIS • Implements Genius SIS course build and integration • Assists in the execution of tiered interventions • Collaborates with special education staff to support the goals and Specially Designed Instruction included in the IEP for special education students 	<ul style="list-style-type: none"> • Provides ongoing support to liaison through quarterly Waterfront Learning Liaison meetings • Provides district liaison with information regarding PIMS reporting as requested • Provides marketing support as needed 	<ul style="list-style-type: none"> • Provides support to students using WFL-provided equipment (related to hardware, software, connectivity and vendor courseware) • Shares information necessary for whitelisting sites, imaging hardware, filtering, and networking • Provide support to district staff importing users, courses, and enrollments in courseware systems

Educational entities may purchase professional development/training days conducted in person or by video conferencing at a rate of \$950.00 per day.

4. **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.

5. **Service Providers.** The instructional services provided by WATERFRONT LEARNING shall be performed by Pennsylvania-certified teachers. The policies and procedures of the SCHOOL DISTRICT regarding grading, attendance, and acceptable use will be followed by WATERFRONT LEARNING. The SCHOOL DISTRICT shall provide current acceptable use policies and procedures to WATERFRONT LEARNING upon or before commencement of services. 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.

6. **Property Restrictions.** The SCHOOL DISTRICT may not resell, rent or lease the service or licensed material or use it in a service provider capacity; or access the service or use the licensed material to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

7. **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 be 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).

8. **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 and/or to assess interest of 1 percent per month on any unpaid balance, retroactive to the invoice date, until payment in full is received. Any delay in invoicing by WATERFRONT LEARNING will not affect the duty of the SCHOOL DISTRICT to pay the invoice and shall not constitute a waiver of the right of WATERFRONT LEARNING to be paid in full for its services.

9. **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 States District Court for the Western District of Pennsylvania.

10. **Indemnification.** Subject to any immunities provided by law, WATERFRONT LEARNING shall protect, defend, indemnify, and hold the SCHOOL DISTRICT 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 WATERFRONT LEARNING’s negligence or intentional acts under this Agreement. Subject to any immunities provided by law, 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.

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

12. **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.

13. **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: **ALLEGHENY INTERMEDIATE UNIT**

_____ BY _____

Date: _____

ATTEST: **CHARTIERS VALLEY SCHOOL DISTRICT**

_____ BY _____

Date: _____