

CYBER SERVICES AGREEMENT

This Cyber Services Agreement ("Agreement") is made this March day of 2, 2012, by and between SENECA VALLEY SCHOOL DISTRICT ("Seneca Valley"), a Pennsylvania school district having its administrative offices located at 124 Seneca School Road, Harmony, Pennsylvania 16037,

AND

Highlands School District, a Pennsylvania Highlands School District having its administrative offices located at 1330 Eleventh Avenue
PO Box 288
Natrona Heights, PA 15065

WHEREAS, Seneca Valley has developed and operates an on-line instructional program administered by certified instructional personnel to provide credit recovery and alternative educational opportunities to students (the "Cyber Service Program");

WHEREAS, Highlands School District desires to enroll its students in Seneca Valley's Cyber Service Program and to award its students credit for coursework completed through the Cyber Service Program;

NOW, THEREFORE, intending to be legally bound hereby, Seneca Valley and Highlands School District agree as follows:

1. Term. The term of this agreement shall be for the 2012 - 2013 school year through the 2015 -2016 school year.
2. Fees / Enrollment
 - (a) Highlands Virtual Academy (2012- 2013) There shall be an enrollment fee of \$84,000 for 35 regular education seat licenses with full time schedule and an enrollment fee of \$41,600 for 10 special education seat licenses with a total of \$125,600; full or scheduled monthly payment at the time a student is enrolled in the Cyber Service Program. Seneca Valley shall not be required to enroll Highlands Virtual Academy students in any course for which payment of the enrollment fee has not been made in advance. Highlands Virtual Academy shall register each student to be entered into the Cyber Service Program at least forty-five (45) days prior to the commencement of the school year, unless Seneca Valley otherwise agrees.
 - (b) Highlands Alternative Education (September 2012- June 2016) Please see Appendix A for fee structure. All seats listed in this area Highlands School District will provide the teacher of record
 - (c) Highlands Summer School Education (June 2012 – August 2016) Please see Appendix B for fee structure. All seats listed in this area Highlands School District will provide the teacher of record

- (d) There shall be no proration of enrollment fees for students accepted for enrollment after the commencement of the course.
- (e) If a student withdraws or is otherwise removed from the Cyber Service Program after the commencement of any semester there shall be no tuition refund for Highlands School District for that semester. However, Highlands School District may assign another student to the "seat" from which a student has withdrawn without incurring additional tuition fees if the district has purchased concurrent seats.
- (f) To discontinue partnership with the Seneca Valley School District, Highlands School District must provide written notice by April 1 of the given school year.

3. Responsibilities of Seneca Valley

(a) Seneca Valley will supply an online accessible curriculum and assessments that meets the academic content standards of the State Board of Education. Courses available for the 2012-13 school year are listed in Exhibit A hereto.

(b) Seneca Valley will provide to Highlands School District, upon its request, information regarding Highlands School District students enrolled in the Cyber Service Program.

(c) Seneca Valley owns or has obtained all intellectual property rights, licenses or approvals necessary to use of any materials utilized or provided by Seneca Valley through the Cyber Service Program.

4. Responsibilities of Highlands School District

(a) Highlands School District will submit a completed enrollment application for each student and provide any other information reasonably necessary for the enrollment and participation of its students in the Cyber Service Program.

(b) Students enrolled in the Cyber Service Program remain, for all purposes, students of Highlands School District. Thus, Highlands School District will be responsible for enforcement of compulsory attendance requirements, the reporting of grades to the student and his/her parent(s) and student discipline.

(c) Highlands School District students will not attend the educational facilities of Seneca Valley in conjunction with this Agreement. All Highlands School District students enrolled in the Cyber Service Program shall participate in that program using computer hardware, a compatible operating software system and an internet connection furnished by Highlands School District and/or the student and physically located at Highlands School District or at student home.

(d) Highlands School District shall be responsible for determining and ensuring that its enrollment of students in the Cyber Service Program is consistent with any requirements

imposed on Highlands School District by applicable laws or regulations regarding minimum hours of student instruction, student attendance and/or special education compliance.

(e) Highlands School District shall be responsible for the identification of students in need of special education programming and the development of any Individualized Education Program for its students enrolled in the Cyber Service Program. Highlands School District shall provide to Seneca Valley a copy of the IEP of any special needs student to be enrolled in the Cyber Service Program prior to his or her enrollment or upon his or her identification as a special education student. Highlands School District is responsible for the review and updating of its students' IEP's. Seneca Valley shall have no obligation to participate in the development, review or alteration of an IEP for any student other than the provision to Highlands School District of education records relating to that student's enrollment in the Cyber Service Program.

5. Compliance With Distance Learning Requirements. During the entire term of this Agreement, Seneca Valley and Highlands School District warrant to each other that they shall both be and remain in compliance with all respectively applicable Pennsylvania Department of Education guidelines regarding electronic and distance learning programs or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other respectively applicable statute or ordinance regarding all aspects of the Cyber Service Program referenced herein. Each party shall provide to the other party such information or reports as are necessary for reporting to the Pennsylvania Department of Education concerning distance learning programs.

6. Non-Assignment. This Agreement shall not be assignable by either party without the express written consent of the other.

7. Confidentiality of Personally Identifiable Information. Seneca Valley and Highlands School District will safeguard the confidentiality of enrolled students' personally identifiable information consistent with the Family Educational Rights and Privacy Act and its accompanying regulations.

8. Indemnification. Without waiver of any immunities or limitations of liability provided by law, each party shall defend, indemnify and hold harmless the other party, its employees, directors or insurers from and against any and all claims, liabilities, losses and expenses arising from the indemnitor's acts or omissions relating to the performance of this Agreement.

9. Limitation of Damages. Seneca Valley and Highlands School District agree that in no event shall either party be liable to the other for any special, incidental, or consequential damages, or for damages in the nature of penalties, arising out of a breach of this Agreement.

10. Default / Termination. In the event that either party defaults under any provision of this Agreement and such default is not cured within thirty (30) days of receipt of written notice, the non-defaulting party shall have the right to terminate this Agreement upon subsequent written notice.

11. Notice. 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 Seneca Valley: Seneca Valley School District

124 Seneca School Road
Harmony, PA 16037

Attention: Lynn Burtner

If to Highlands School District:

Attention: _____

12. Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Butler County, Pennsylvania, shall be the appropriate venue for any dispute involving this agreement.

13. 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. No party is relying upon any promise, representation or understanding other than as is expressly set forth in this Agreement.

14. Construction. The express terms of this Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement is between two public school entities, each having expertise in the area of public education and the opportunity to consult with counsel of their own choosing. Accordingly, the terms of this Agreement shall not be presumptively construed in favor of or against either party regardless of the circumstances of the preparation or negotiation of this Agreement.

15. 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.

16. Amendment. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties and unless approved by resolution of a majority of each party's Board of School Directors at a duly constituted public meeting.

17. No Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

18. 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.

19. Nondiscrimination. Both parties agree that they 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

20. 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.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

ATTEST:

SENECA VALLEY SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

HIGHLANDS SCHOOL DISTRICT

Secretary

President, Board of School Directors

Appendix A (Alternative Education School)

Student Seats + Service Fee	Price Per Year for 4 years
41-50	\$11,000
31-40	\$10,000
21-30	\$9,000
0-20	\$8,000

OPT Cyber Trainings:	½ day (3 hrs)	Full day (6 hrs)
Teacher Training	\$400 + Travel Expenses	\$600 + Travel Expenses
Guidance Training	\$400 + Travel Expenses	\$600 + Travel Expenses
Admin Training	\$350 + Travel Expenses	\$500 + Travel Expenses

Courses	
Additional Courses (After 1 st Year)	\$250 per course
Customized New Courses (After 1 st Year)	\$250 per course

OPT Cyber-w/out SV Teachers	
Support/System Mgt w/ no SV teachers	\$1000 Year
Concurrent seats w/no SV teachers	\$500 concurrent seat

**If students are utilizing e2020 within your school building a media appliance is recommended for performance of the program.

Appendix B Summer School (Highlands)

Courses for Summer School	Price Per Year for 4 years 2012 - 2016
91-100	\$15,000
81-90	\$13,500
71-80	\$12,000
61-70	\$10,500
51-60	\$9,000
41-50	\$7,500
31-40	\$6,000
21-30	\$4,500
0-20	\$3,000

OPT Cyber Trainings:	½ day (3 hrs)	Full day (6 hrs)
Teacher Training	\$400 + Travel Expenses	\$600 + Travel Expenses
Guidance Training	\$400 + Travel Expenses	\$600 + Travel Expenses
Admin Training	\$350 + Travel Expenses	\$500 + Travel Expenses

Courses	
Additional Courses (After 1 st Year)	\$250 per course
Customized New Courses (After 1 st Year)	\$250 per course

This information is only valid with a signed partnership for the upcoming school year.

**If students are utilizing e2020 within your school building a media appliance is recommended for performance of the program.