

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT 5
CYBER SERVICES AGREEMENT
JULY 1, 2011 – JUNE 30, 2012

This Northwest Tri-County Intermediate Unit 5 Cyber Services Agreement (the “Agreement”), is made as of the ____ day of _____, _____, by and between Northwest Tri-County Intermediate Unit 5 (the “IU5”), having a principal place of business at 252 Waterford Street, Edinboro, Pennsylvania 16412-2315 and Warren County School District (the “School District”), having a principal place of business at 185 Hospital Drive, North Warren, Pennsylvania 16365-4885.

WHEREAS, IU5 wishes to offer the school districts of which the Intermediate Unit is comprised the ability to have the school district’s students (the “Students”) participate in the Cyber Services Program (“Cyber Services”), a distance learning program;

WHEREAS, IU5 states that Cyber Services is an option for schools in enhancing their existing curriculum, as well as offering students an alternative delivery model for their education;

WHEREAS, School District desires that School District’s Students participate in Cyber Services;

NOW THEREFORE, in consideration of, and for the mutual promises and covenants contained herein, the parties agree as follows:

1. Responsibilities of IU5.

a. Cyber Services. IU5 shall provide Cyber Services to those Students who are recommended to the program by School District and whose applications for services are complete.

b. Cyber Services Orientation. At the request of the School District, IU5 shall provide an orientation to Cyber Services for Students and their parents prior to the Students commencing the program.

c. Liaisons. IU5 shall provide curriculum support for School District’s Liaisons.

d. Tracking Assistance. IU5 shall provide tracking assistance.

e. Marketing. IU5 shall assist School District in marketing Cyber Services to appropriate Students.

f. Invoice. IU5 shall invoice School District for services provided to Students.

g. Computer Hardware Provided by IU5. At the request of the School District, IU5 shall provide, for use by Student, such computer hardware and devices as are

necessary for Student's participation in Cyber Services. Computer Hardware shall be picked up at IU5 at 252 Waterford Street, Edinboro, PA 16412 or distributed at the conclusion of the Cyber Services Orientation provided by IU5.

h. Maintenance and Support by IU5. If applicable, IU5 shall provide for the general maintenance of the Computer Hardware and electronic resources through the use of a technology hotline, the number for which will be provided during the Cyber Services Orientation. If the issue cannot be resolved by the hotline, a technician will examine the problem.

2. Responsibilities of School District.

a. Prior to Commencement of Cyber Services for Student.

i. School District shall provide free and appropriate public education to the Student.

ii. In cases involving a Student with an Individualized Education Plan (the "IEP"), applicable law and regulations require that:

(1) The IEP team must reconvene with the Local Education Agency (the "LEA") present to review and revise the IEP to reflect the recommendation for participation in the Cyber Services Program.

(2) Following the review, LEA shall issue and sign an agreement on the Notice of Recommended Educational Placement (NOREP).

iii. School District shall ensure that Student possesses the basic computer skills necessary to utilize Cyber Services.

b. Progress Reports. School District shall provide the dates that progress reports shall be submitted to School District by Cyber Services.

c. Other Student Services. School District shall administer PSSA and all other mandated testing and provide school health services, special education, academic support, and related services to the Student.

d. Marketing. School District shall market Cyber Services to appropriate Students.

e. Registration Fees. School District shall pay to IU5 Cyber Services registration fees that have been invoiced by IU5 for services provided to Students.

f. Liaisons. School District shall identify a liaison between School District and Cyber Services who shall monitor Students' attendance and academic progress in the program.

g. Continued Participation. School District shall determine if a Student may continue to be registered in courses through Cyber Services if such Student abuses services, exhibits non-compliance with the attendance requirements, or is continually performing below basic on assessments.

h. Student Status. School District shall immediately notify IU5 if there is a change in the Student's standing or enrollment in School District.

i. Return of Equipment. Upon termination of Cyber Services for Student, School District shall assist IU5 in ensuring the return of computer hardware provided to Student by IU5, if applicable.

3. Miscellaneous

a. Effective Date. This Agreement shall be effective as of the date of first set forth above.

b. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be personally delivered, sent by regular mail or facsimile or electronic mail, or transmitted by overnight courier or by certified mail, return-receipt requested, postage prepaid, addressed as follows:

To IU5: Northwest Tri-County Intermediate Unit 5
252 Waterford Street
Edinboro, Pennsylvania 16412-2315
Attn: Cyber Services Program
Telephone: (814) 734-5610
Facsimile: (814) 734-5806

To School District: Warren County School District
185 Hospital Drive
North Warren, Pennsylvania 16365-4885

c. Governing Law. This Agreement, and any attachments or exhibits thereto, shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

d. Captions. The captions in this Agreement are included for convenience only and shall not be considered in the interpretation or construction of this Agreement.

e. Entire Agreement. This Agreement contain all of the covenants, provisions, agreements, conditions and understandings between the parties concerning their relationship and any other matter covered or mentioned thereby, and no prior agreement or understanding, oral or written, express or implied, pertaining to their relationship or any such other matter shall be effective for any purpose. This Agreement may be amended only by a written instrument setting forth the amendment with specificity, which is executed by all of the parties hereto

f. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. If any term or provision cannot be reduced or modified to make it reasonable and permit its enforcement, it shall be severed from this Agreement and the remaining terms shall be interpreted in such a way as to give maximum validity and enforceability to this Agreement.

g. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Fax copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement as of the day and year first above written.

SCHOOL DISTRICT

BY: _____
Superintendent

SCHOOL DISTRICT

BY: _____
Board President

SCHOOL DISTRICT

BY: _____
Board Secretary

NORTHWEST TRI-COUNTY
INTERMEDIATE UNIT 5

BY: _____
Marjorie Wallace
Executive Director
252 Waterford Street
Edinboro, Pennsylvania 16412-2315