

**ALLEGHENY INTERMEDIATE UNIT COMPREHENSIVE SERVICES AGREEMENT – 2024-2025**

**ADDENDUM:  
WATERFRONT LEARNING SERVICES**

This Addendum (the “Addendum”) is entered into by and between the Baldwin-Whitehall School District (the “School District”) and the Allegheny Intermediate Unit (the “AIU”), is subject to the terms and conditions of the Allegheny Intermediate Unit Comprehensive Services Agreement – 2024-2025 (the “Agreement”), supplements such Agreement, and is hereby made a part thereof.

**WITNESSETH:**

**WHEREAS**, the AIU and the School District are parties to the Allegheny Intermediate Unit Comprehensive Services Agreement – 2024-2025, effective from July 1, 2024, through June 30, 2025; and

**WHEREAS**, Waterfront Learning, a program of the AIU, has developed a menu of flexible virtual education options including high-quality courses, instruction, and professional development at reasonable prices; and

**WHEREAS**, the School District wishes to purchase Waterfront Learning services from the AIU.

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

1. **Term.** The term of this Addendum shall commence on the later of July 1, 2024, or the date that both Parties have signed this Addendum and shall continue until June 30, 2025, except in the event that a School District student is enrolled in a Summer Session course during the term of the Addendum that will conclude after June 30, 2025, the Addendum shall remain in effect with regard to such course until the conclusion of the session. Either party may terminate the Addendum by providing the other party with at least thirty (30) calendar days prior written notification. Upon termination, Waterfront Learning will be entitled to all fees for services performed up to the date of the termination.

2. **Services Provided.** In accordance with the terms and conditions of the Addendum, Waterfront Learning will provide virtual solutions as requested by the School District consistent with the pricing options and packages as set forth in the Waterfront Learning Pricing Document, attached hereto as Exhibit A and incorporated herein. Based upon the School District’s requirements and selections from the Pricing Document, an Integrated Services option, and associated fee shall be applied as described in Section 3 below.

3. **Integrated Services.** Waterfront Learning will provide integrated services for School District personnel to design program development, targeted goal setting, and program evaluation throughout the year. Deliverables will vary depending on the needs identified through the integration and program design processes. Integrated Services are further defined within the options described below. The School District will be invoiced for the Waterfront Learning integrated services based upon the option selected. The Integrated Services fee is subject to adjustment during the term of the Agreement as further described below based on the services and virtual services requested by the School District.

**INTEGRATED STATEMENT OF WORK AND SERVICES FEE**

**Option 1: Site License and Concurrent License Integration only - \$1,000 annual fee:**

<b>Student Enrollment</b>	<b>Student Supports</b>	<b>Communications</b>	<b>Technology Support</b>
Assists liaison with the preparation of virtual academy policy and procedures	Provides support for technology and virtual academy staff to monitor student attendance, performance, progress, and communication data within the district student information system (SIS)	Provides ongoing support to liaison through quarterly Waterfront Learning Liaison Meetings	Provides orientation for new online learning platforms
Assists in the bulk enrollment process with technology and virtual academy staff	Assists in the process for the district to support tiered intervention communications	Coordinates professional development training needs for the educational entity through implementation services or district-specific contracted professional development	Shares information necessary for technology specifications, whitelisting sites, imaging hardware, filtering, and networking
Reviews the student enrollment process with the district liaison and supplies relevant support material	Collaborates with special education staff to support the goals and Specially Designed Instruction included in the IEP for special education students within the platform	Assists WFL liaison with the coordination of marketing initiatives and materials	Provides support to district staff importing users, courses, and enrollments in courseware systems
Assists district in query reports, grade submissions, and closing out final courses		Provides district liaison with information regarding PIMS reporting as requested.	Acts as a liaison between the district and courseware vendor support for district issues
			Provides support to districts to guide students not using program-provided equipment (vendor courseware only)

**Option 2: Comprehensive Courseware, Singleton & Full-time Seats, Instructional Services - \$2,500 annual fee:**

Includes all deliverables from Option 1, plus the services below. Any district that upgrades from Option 1 to Option 2 midyear will be assessed the additional fee during the next quarterly invoice period.

<b>Student Enrollment</b>	<b>Student Supports</b>	<b>Communications</b>	<b>Technology Support</b>
Provides support to the district liaison in coordinating the launch of the virtual academy and new student orientation	Provides facilitation of courses with a certified teacher	Provides ongoing support to liaison through quarterly Waterfront Learning Liaison meetings	Provides support to students using program-provided equipment (related to hardware, software, connectivity, and vendor courseware)
Collaborates on any needed curriculum modifications	Provides access to student attendance, performance, progress, and communication data within the SIS	Provides district liaison with information regarding PIMS reporting as requested.	Shares information necessary for whitelisting sites, imaging hardware, filtering, and networking
Assists with SIS training for new district staff	Provides Genius SIS course build and integration	Provides marketing support as needed	Provide support to district staff importing users, courses, and enrollments in courseware systems
Updates enrollments as requested - new student enrollments, course changes, and withdraws	Assists in the execution of tiered interventions		
Communicates student course information (login, password, course start/end dates, platform URL, teacher, etc.) to liaison	Collaborates with special education staff to support the goals and Specially Designed Instruction included in the IEP for special education students		
Creates new student accounts in the vendor platform – enrolls students into vendor courseware			
Provides final percentages for schools to report			

The School District may purchase professional development/training days conducted onsite or by video conferencing at the rates specified in the Pricing Document.

**Option 3: Parent-paid or School District paid Summer Session ONLY**

No annual Integrated Services Fee will be applied to School Districts for Waterfront Learning Summer Sessions only (May through August). Summer Session includes:

1. Summer enrichment courses with enrollments beginning in May or June concluding no later than September 1.
2. Summer Recover Now! enrollments with start dates in June or July are to be completed within four weeks of course commencement unless otherwise extended upon approval from student's home district
3. Summer Bridge with enrollments with start dates in June or July in elementary supplemental programs.

**Option 4: Single user, non-summer session Parent-paid enrollment**

An Integrated Services Fee will not apply to the School District when enrolling a single student in parent-paid course(s) during the traditional school year (not Summer Session). Should the School District enroll any additional students during the term of the Addendum that are either parent-paid or School District paid, the School District will be invoiced for the appropriate Integrated Service Fee listed in either Option 1 or Option 2, depending on the implementation type.

4. **Service Providers.** The instructional services provided by Waterfront Learning shall be performed by Pennsylvania-certified teachers. Waterfront Learning shall follow the policies and procedures of the School District regarding grading, attendance, and acceptable use. Districts shall provide current acceptable use policies and procedures to Waterfront Learning upon or before commencement of services. If 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.

5. **PIMS Reporting.** With respect to the services delivered pursuant to this Addendum, all data reporting to the Department of Education's Pennsylvania Information Management System (PIMS) shall be the responsibility of the School District. Waterfront

Learning will provide the School District with data and information necessary for PIMS reporting as requested.

6. **Property Restrictions.** The School District may not resell, rent, lease, assign, or otherwise transfer or provide the service or licensed material to an unaffiliated student or entity, or use the service or the licensed material 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 School District agrees to all Waterfront Learning policies and procedures relating to the transfer of possession and return of said equipment. Should the equipment not be returned to Waterfront Learning or be returned in an irreparable condition, the School District agrees to accept financial liability for said equipment as defined in the Pricing Document.

8. **Invoices.** Waterfront Learning shall issue invoices to the School District quarterly. If the district does not remit payment within 60 days, Waterfront Learning reserves the right to suspend services and/or to assess interest in accordance with the Agreement until payment in full is received.

9. The terms and conditions of the Agreement shall apply to the delivery and use of services provided hereunder. To the extent that the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall supersede those of the Agreement.

10. Addendum A of the Agreement, relating to Special Education Services, does not apply to services provided under this Addendum.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties have signed this Addendum on the dates shown below, intending to be legally bound hereby.

**ALLEGHENY INTERMEDIATE UNIT**

**BALDWIN-WHITEHALL SCHOOL DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

By: \_\_\_\_\_  
Secretary, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_