

**Agreement to Participate In the
Lancaster-Lebanon Virtual Solutions (LLVS)
Between the
Lancaster-Lebanon Intermediate Unit 13
and Warwick School District
2-Year Contract**

The following Agreement, hereinafter referred to as Agreement, to participate in the Lancaster-Lebanon Virtual Solutions, hereinafter referred to as LLVS, is entered into as of 2020, by and between the Lancaster-Lebanon Intermediate Unit 13, a Pennsylvania Intermediate Unit, with administrative offices located at 1020 New Holland Ave, Lancaster PA 17601, hereinafter referred to as IU13, and Warwick School District a Pennsylvania school district with administrative offices located at 301 West Orange Street, Lititz, PA 17543, hereinafter referred to as District.

Background

- 1.1 An analysis of online learning needs in the Lancaster-Lebanon County region conducted through the IU13 concluded that there is a substantial and rapidly increasing demand for student instruction that incorporates technology using online courses.
- 1.2 School districts in the Lancaster-Lebanon County area desire to come together in an association format to enter into contracts for services and administer a viable, cost effective, and quality online learning solution.
- 1.3 IU13 will serve as the entity that contracts for services and administers LLVS on behalf of the participating school districts.
- 1.4 The District is entering into this Agreement to participate in LLVS and thus is empowering IU13 to negotiate contracts for services and to administer the program.

2.0 Actions to Occur

- 2.1 IU13 will coordinate planning for a full scale and expanded implementation of online learning in the Lancaster-Lebanon county region.
- 2.2 IU13 will contract, directly or indirectly, with one or more vendors to provide the District access to a full featured web-based online learning system with services, benefits, and courses as detailed in the LLVS Pricing Guide included as Attachment A to this Agreement (the "Pricing Guide") and the LLVS Member Handbook included as Attachment B to this Agreement (the "LLVS Parent/Student Handbook"). Prices of courseware are listed for the 2020-2021 school year. These prices may change if vendor pricing increases.
- 2.3 Online courses are to be offered beginning at the start of the 2020-2021 school year (fall term).

3.0 Term of Agreement

- 3.1 The term of this Agreement shall run from the date hereof through June 30, 2022 (the "Expiration Date").

4.0 Cost of Agreement and Payment

- 4.1 The District will not be required to pay an annual membership fee as long as course purchases exceed the minimum established for program sustainability. Districts with a secondary census of 300 - 1,000 must annually purchase \$6,000 of courses. Districts with a secondary census of 1,001 and higher must annually purchase \$12,000 of courses. If course costs are not met, the district will be responsible for the full membership fee of \$6,000 with a secondary census of 300 - 1,000 or \$12,000 with a secondary census of 1,001 and higher.
- 4.2 A 2.5% program support fee will be added to the total quarterly course fees to cover trainings, professional development, consultations, vendor/curriculum searches, Genius enhancements, etc.
- 4.3 As a LLVS Member, the District will pay the costs for courses in effect during the applicable academic year of this Agreement, as described in the LLVS Pricing Guide.
- 4.4 Costs for services and courses that are not identified in the Pricing Guide will be negotiated. Districts that provide their own instructors for the online courses and wish to offer these services to other members of LLVS agree to do so in compliance with the pricing, revenue sharing, and other guidelines of IU13.
- 4.5 Charges for courses accessed by the District and any other charges will be invoiced separately and on a quarterly basis.
- 4.6 All invoices are due within forty-five (45) days of the date of the invoice. IU13 reserves the right to stop providing services under this Agreement if payment is not received within sixty (60) days of the date of the invoice, unless such payment is the subject of a bona fide dispute and the District has paid all non-disputed amounts. All amounts not paid by the District when due shall bear interest at the rate of 1.5% per month, or (if lower) at the highest rate permitted by law.
- 4.7 The District understands and agrees to comply with the Pricing Guide and the LLVS Handbook.

5.0 Representations, Warranties and Limitations

- 5.1 IU13 is acting as a conduit only for an online portal for online courses provided by a third party vendor. AS SUCH, IU13 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO LLVS, THE CONTENT, FUNCTIONALITY, EFFECTIVENESS, APPROPRIATENESS, AVAILABILITY OR RESPONSIVENESS OF ANY COURSES, PRODUCTS, SERVICES OR GOODS PROVIDED BY IU13 HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. SECTION 6.0 STATES THE DISTRICT'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL IU13 BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, OR CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF THE USE OR PERFORMANCE OF, OR INABILITY TO USE, LLVS OR ANY SERVICES OR COURSES OF OR TO BE PROVIDED BY LLVS OR IU13, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS KNOWN OR FORESEEABLE.

- 5.2 The District agrees to comply with the terms outlined in the End User License Agreement (Attachment C) and indemnify IU13 from all disputes, issues, legal claims, lawsuits, and legal judgments that result from the District's own acts and omissions relating to the use of any online learning product/course or the District's membership or participation in LLVS.
- 5.3 Neither the IU13 nor the District shall be responsible for delays or failures in performance resulting from matters beyond their reasonable control, including (without limitation) acts of God, strikes, lockouts, riots, war, terrorist strikes, vandalism, epidemics, changes to governmental regulations, fire, flood or other casualty, communication line failures, power failures or surges, earthquakes, etc.

6.0 Termination of Agreement

- 6.1 If the District desires to terminate the Agreement before its Expiration Date without cause, then, at least forty-five (45) days prior to the expected date of termination, the District must notify IU13 in writing and must pay a termination fee equal to the remaining membership fees that would otherwise be due under the full term of the Agreement.
- 6.2 If IU13 desires to terminate the Agreement before its Expiration Date without cause, IU13 must provide a minimum of nine (9) months advance written notice to the District and work with the District to transition its participation in LLVS to an alternate provider as may be designated by the District. If IU13 desires to terminate this Agreement before its Expiration Date for cause, IU13 must provide at least forty-five (45) days advance written notice to the District and the District, upon invoice, shall pay a termination fee equal to the remaining membership fees that would otherwise be due under the full term of the Agreement.
- 6.3 As used in Section 6.2 above, "for cause" shall include, without limitation, any of the following events:
- (a) the District fails to pay any invoice issued hereunder when due;
 - (b) the District breaches or fails to comply with any other terms of this Agreement and does not remedy such breach or failure within thirty (30) days after receiving notice thereof;
 - (c) the District violates any laws or regulations in connection with its participation in the LLVS;
 - (d) the District takes any action or engages in any operation or activity which places IU13, LLVS or the funding of any LLVS activities or services in jeopardy or exposes IU13, LLVS or any other LLVS members or participants to liability or penalty under the laws of any jurisdiction to which it is subject;
 - (e) the District is or becomes suspended or debarred by the Commonwealth of Pennsylvania or the federal government; or
 - (f) the District takes any act or there occurs any other event or occurrence that IU13 reasonably considers just cause for termination.

7.0 Renewal of Agreement

- 7.1 Six months in advance of the Expiration Date of the Agreement, the District shall notify IU13 of its intention to either renew or not renew its participation in LLVS through a new

agreement with revised costs and terms. This will allow the District and IU13 time to properly plan for renewal of contracts and continuation of LLVS.

8.0 Miscellaneous

- 8.1 Confidentiality and Security of Student Data – IU13 will maintain a high level of security over and provide controls for only authorized employees to access District student data in accordance with federal and state laws and regulations (Attachment D).
- 8.2 Independent Contractor – It is understood that the services provided by IU13 are done on an independent contractor basis and that nothing in this Agreement is to be construed as creating an employee/employer, partnership or any other relationship between the parties.
- 8.3 Governing Law, Venue, and Jurisdiction – This Agreement is governed under the internal laws of the Commonwealth of Pennsylvania. Venue for all legal disputes arising out of this Agreement will be in the Pennsylvania state court sitting in Lancaster or Lebanon Counties, Pennsylvania. In any action in which IU13 seeks to enforce this Agreement, IU13 shall be entitled to collect its reasonable attorneys' fees and other expenses.
- 8.4 No Waiver – No delay or failure by either party to this Agreement to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of its right thereafter to exercise or enforce each and every right and provision of this Agreement. All waivers under this Agreement to be valid must be made in writing by an authorized representative of the respective party.
- 8.5 Severability – If any provision of this Agreement is held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the enforceability of all other provisions of this Agreement shall not be affected.
- 8.6 Entire Agreement – This Agreement constitutes the entire agreement between the parties and supersedes and previous oral and written representations, negotiations and understandings between the parties.
- 8.7 Amendments – All amendments to this Agreement must be made in writing and signed by an authorized representative of each party.
- 8.8 Other – Captions used herein are solely for convenience and shall not in any manner alter or vary the interpretation or construction hereof. The word "including" as used herein is intended to be exemplary only, and not limiting, of the word or phrase it modifies. The District may not, without IU13's prior written consent, transfer or assign any rights or obligations under this Agreement. This Agreement shall be binding upon and shall benefit IU13, the District and their respective successors and permitted assigns. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument.
- 8.9 Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or other otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the

indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.

- 8.10 The Customer shall not use, issue or release for publication any articles, photographs, or similar materials including or implying the name of IU13, or any advertising or publicity matter including or implying the name of IU13 or relating to the subject matter of this engagement, without first securing written consent from IU13, which consent may be withheld in the IU13's sole discretion.
- 8.11 **Force Majeure.** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions**, general strikes throughout the trade, work stoppages, accidents and freight embargos and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify IU13 within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, IU13 may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.
- 8.12 The person signing this Agreement on behalf of the Contractor individually warrants that he or she has full legal power to execute this Agreement on behalf of the Contractor, and to bind and obligate the Contractor with respect to all provisions contained in this Agreement.
- 8.13 This contract cannot be modified or changed without a contract Amendment signed by both the Customer and the Contractor.

9.0 Notifications

- 9.1 All notifications required under or relating to this Agreement are to be made in writing and sent by U.S. certified mail, return receipt requested, or by electronic mail to the following representative(s) of the respective party. Either party may change its address(es) for notices below, by giving notice to the other party pursuant hereto.

10.0 Equipment/Technical Support

Yes, the District will be using IU13 issued equipment for all full-time students (students enrolled in four or more courses at once) and all content/technical support is included.
*if the District selected "yes," skip content/help support using District-issued equipment check box below.

No, the District will be using its own District-issued equipment and content/technical support is not included.
*if the District selected "no," please select an option under the "Content/Help Desk Support" heading below.

Content/Help Desk Support (if using District equipment or part-time students).

Yes, the District would like content/help desk support for full-time students using District equipment and/or part-time students at a 5% charge to the total quarterly course fees. The following will be included:

- Phone call support for students, parents, and advisors
- Email support for students, parents, and advisors
- Course/website support for students, parents, and advisors
- Internet reimbursement for full-time students taking four or more courses at once not using IU13-issued equipment
- Website navigation
- Troubleshooting courseware
- How to questions

***Content/Help Desk Support does NOT include technical support/troubleshooting of district issued equipment.**

No, the District will provide all content and help desk support to all students, parents, and advisors.

The District has the right to change the option it selects pursuant to this Section 10.0 above with such change becoming effective as of July 1 following IU13's receipt of the District's written notice to the IU13 of its election to change the option selected pursuant to this Section 10.0. The District agrees to execute an addendum to this Contract confirming the District's change pursuant to this Section 10.0 on a form prepared by IU13. The IU13 must receive the District's written notice of its election to change the option selected pursuant to this Section 10.0 and the executed addendum to this Contract on or before June 30 for the change to become effective for the time period beginning as of July 1 following IU13's receipt of the aforementioned documentation from the District.

IF TO LANCASTER-LEBANON INTERMEDIATE UNIT 13:

Dr. Brian Barnhart
Executive Director
Lancaster-Lebanon
Intermediate Unit 13
1020 New Holland Avenue
Lancaster, PA 17601
brian_barnhart@iu13.org

Gina Brillhart
Chief Financial Officer/Assistant to
the Executive Director
Lancaster-Lebanon
Intermediate Unit 13
1020 New Holland Avenue
Lancaster, PA17601
gina_brillhart@iu13.org

IF TO _____ SCHOOL DISTRICT:

Name

Title

Address

E-mail: _____

Agreement and Signatures

By signing below, each party acknowledges that it has read this Agreement in full and agrees to the terms and conditions contained herein. By signing, each person represents that they have the authority to execute the Agreement on behalf of their respective party.

In witness whereof, intending to be legally bound, the parties hereto have caused this Agreement to be executed by a duly authorized representative as of the date first stated above.

Lancaster-Lebanon Intermediate Unit 13

Warwick School District

Dr. Brian Barnhart, Executive Director

Signature

Date

Name

Title

Lancaster-Lebanon
Virtual Solutions

LLVS District

Pricing Guide
20**20**/20**21** School Year
Attachment A

Contact Information

Lindsey Risser
Coordinator of Online Learning
(717) 947-1517
lindsey_risser@iu13.org

IU13
1020 New Holland Ave.
Lancaster, PA 17601



LLVS Membership Pricing

Membership Fee: No Membership (2 year contract) if course purchases exceed the minimum established for program sustainability.

Fee Category	Secondary Census (grades 7-12)	Membership Fee
I (annual fee)	300 - 1,000	\$6,000.00
II (annual fee)	1,001 & Up	\$12,000.00

Support Services Fee – Full-Time Students with IU13 Issued Equipment

		Fee
Additional Annual Fees Per Student Student Services <ul style="list-style-type: none"> • Computer Equipment Kit • Internet Reimbursement • Technical/Content Support 		\$800.00 (\$200.00 per student, per quarter)

Support Services Fee – Full-Time Students not IU13 Issued Equipment

(must be selected by district – optional)

		Fee
Additional Annual Fees Per Student Content/Help Desk Support <ul style="list-style-type: none"> • Phone call support for students, parents, and advisors • Email support for students, parents, and advisors • Course/website support for students, parents, and advisors • Internet reimbursement for full-time students taking four or more courses at once not using IU13 issued equipment • Website navigation • Troubleshooting courseware • How to questions 		5% increase added to the total quarterly course fees

Accelerate Education

Full Curriculum for Grades K-12

Accelerate Ed Singleton Courses K-12	20/21 Cost
Grades K-5	
Grades K-5 - AE Teacher - <i>Semester</i>	\$284.00
Grades K-5 - LEA Teacher - <i>Semester</i>	\$54.00
K-5 Full Time Student Materials Kit– <i>Semester</i>	\$100/Semester
Grades 6-12	
Grades 6-12 - AE Teacher - <i>Semester</i>	\$284.00
Grades 6-12 - LEA Teacher - <i>Semester</i>	\$54.00
Grades 6-12 - AE Teacher - <i>Parts</i>	\$142.00
Grades 6-12 - LEA Teacher - <i>Parts</i>	\$36.00
Credit Recovery - AE Teacher	\$89.00
Credit Recovery - LEA Teacher	\$36.00
Keystone Remediation - AE Teacher	\$136.00
Keystone Remediation - LEA Teacher	\$32.00
Advanced Placement - AE Teacher	\$340.00
Advanced Placement - LEA Teacher	\$170.00
NCAA 9-12 - AE Teacher	\$338.00
Middle School - Summer School - LEA Teacher	\$36.00

Accelerate Ed Blended Learning Options: LEA provide teachers	20/21 Cost
<ul style="list-style-type: none"> • Personalized License includes content Hosting & Support. • Personalized Learning Catalog User License includes up to • 6 courses / Per Student / Per Semester / Per Academic School Year. • If a student completes or withdraws from all courses in which enrolled, the subscription may be reused to enroll another student. • IDEAL Learning Library is included if hosted by Accelerate Education. 	Price per student
Blended Learning License 1-199 students	\$189.00
Blended Learning License 200-499 students	\$170.00
Blended Learning License 500-1,999 students	\$161.00
Blended Learning License 2000 students	\$152.00

APEX

Curriculum for Grades 6-12

APEX Singleton Courses: Apex Teacher	20/21 Cost
Single Courses – Apex Teacher – <i>Semester</i>	\$380.00

Apex Blended Learning Options: LEA Provide Teachers	20/21 Cost
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Unlimited Enrollment: Subscription provides access for one student enrolled in any number of courses at the same time. If a student completes or withdraws from all courses in which enrolled, the subscription may be reused to enroll another student. The number of students enrolled at the same time may not exceed the number of unlimited enrollment subscriptions purchased.

Courses Unlimited Enrollment Subscription 1-9	\$340.00
Courses Unlimited Enrollment Subscription 10-19	\$272.00
Courses Unlimited Enrollment Subscription 20-49	\$239.00
Courses Unlimited Enrollment Subscription 50-99	\$205.00
Courses Unlimited Enrollment Subscription 100-249	\$170.00
Courses Unlimited Enrollment Subscription 250+	\$136.00

Single Enrollment: Subscription provides access for one student enrolled in one course. If a student completes or withdraws from the enrollment, the subscription may be reused to enroll that student or another student in one course. The number of enrollments at the same time may not exceed the number of single enrollment subscriptions purchased.

Course Single Enrollment price per enrollment 1-19	\$170.00
Course Single Enrollment price per enrollment 20-49	\$136.00
Course Single Enrollment price per enrollment 50-99	\$116.00
Course Single Enrollment price per enrollment 100-199	\$115.00
Course Single Enrollment price per enrollment 200-499	\$82.00
Course Single Enrollment price per enrollment 500+	\$69.00

APEX Tutorials	20/21 Cost
Volume Tiers: Number of tutorial subscriptions on an order	Price per subscription: 12 months
1-19	\$109.00
20-49	\$89.00
50-99	\$76.00
100-199	\$69.00
200+	\$55.00

Edison Learning

Curriculum for Grades 6-12

Edison Singleton Courses	20/21 Cost
Single Enrollment - Edison Teacher – <i>Part</i>	\$142.00
Single Enrollment - LEA Teacher – <i>Part</i>	\$77.00
Credit Recovery - Edison Teacher – <i>Part</i>	\$77.00
Credit Recovery - LEA Teacher – <i>Part</i>	\$39.00

Edison Learning Blended Learning Options	20/21 Cost
Custom Course Builder: Standard course build and or course customization by Edison Learning. Course parts cannot contain more than 45 lessons.	
Course Builder – Hourly	\$89/Hour
Custom Course Builder - Edison Teacher – <i>Part</i>	\$142.00
Custom Course Builder - LEA Teacher – <i>Part</i>	\$77.00
Full Curriculum Concurrent License: Allows a set number of students to be logged into the system at any given time during the school day. Students enrolled will have access to the course catalog. Licenses are transferrable. Available in package quantities beginning at 25 licenses.	Cost per 25 Licenses
Concurrent Course Only – LEA Teacher	\$16,284
Concurrent - Edison Teacher	\$71,390
Seat License: Allows a set number of students in a single building access to a single eCourse (four 0.25 credit parts). Licenses are transferable. Available in package quantities beginning at 25 licenses.	Cost per 25 Licenses
Seat License eCourse Only – LEA Teacher	\$2,714
Seat License Course - Edison Teacher	\$12,756
Site/District License: Allows a set number of students in one or more buildings full-time access to standard eCourse content. Licenses are available in quantities of 250 licenses.	Cost per 250 License
LEA Site License eCourse Only	\$42,480
LEA Site License eCourse - Edison Teacher	\$767,000

Odysseyware

Curriculum for Grades 3-12. Assessment Remediation Tool K-2

Odysseyware Courses 3-12 Odysseyware Teacher	20/21 Cost
Grade 3-12 - Semester (Includes AP & Credit Recovery)	\$300.00
Grade 3-12 – Parts (Does not include AP & limited Credit Recovery)	\$150.00
Summer Only Credit Recovery	\$207.00
Summer Only Credit Recovery - LEA Teacher	\$108.00
Spark Assessment & Remediation Tool: K-2	\$25.00

Odysseyware Blended Learning Options: LEA Provide Teachers	20/21 Cost
Full Curriculum Concurrent License: Allows a set number of students to be logged into the system at any given time during the school day. Students enrolled will have access to the course catalog.	
Full Curriculum Concurrent License 0-29 students	\$634.00
Full Curriculum Concurrent License 30-49 students	\$587.00
Full Curriculum Concurrent License 50-74 students	\$554.00
Full Curriculum Concurrent License 75-99 students	\$494.00
Full Curriculum Concurrent License 100-199 students	\$467.00
Full Curriculum Concurrent License 200-299 students	\$426.00
Full Curriculum Concurrent License 300-749 students	\$402.00
Full Curriculum Seat License: Allows a set number of students to have access to the full catalog. License is transferrable.	
Full Curriculum Seat License 5-99 students	\$214.00
Full Curriculum Seat License 100-299 students	\$154.00
Full Curriculum Seat License 300-599 students	\$127.00
Full Curriculum Seat License 600 - 999 students	\$74.00
K-8 Library License: Allows a set number of students to be logged into the system at any given time during the school day. Students enrolled will have access to the K-8 catalog.	
K-8 Library License 50-80 students	\$81.00
K-8 Library License 81-100 students	\$75.00
K-8 Library License 101-200 students	\$68.00
K-8 Library License 201-300 students	\$61.00
K-8 Library License 301-500 students	\$48.00
K-8 Library License 501-1000 students	\$41.00

eDynamic

Electives, CTE and Career Pathway Courses

Grades 6-12

eDynamic Courses Grade 6-12	20/21 Cost
eDynamic Single Enrollment – eDynamic Teacher – <i>Semester</i>	\$284.00
eDynamic Single Enrollment - LEA Teacher – <i>Semester</i>	\$98.00

Keys to Driving

Online driver education 30-hour Classroom theory course approved by the
Pennsylvania Department of Education

Keys To Driving	20/21 Cost
Enrollment	\$113.00



Lancaster-Lebanon
Virtual Solutions
Parent/Student Handbook
2020/2021
Attachment B

Dear Students, Parents, Guardians and Stakeholders,

Welcome to Lancaster-Lebanon Virtual Solutions (LLVS) full time cyber option. LLVS is a collaborative effort between Lancaster-Lebanon Intermediate Unit and member school districts to provide new learning options for students. LLVS's web-based courses meet the increasing demand for high quality student instruction that incorporates proven online learning practices and high quality courseware. Enrolling in LLVS means students will have the opportunity to experience flexible and non-traditional learning options with individualized pacing. Students will learn from curriculum that is state aligned and rigorous with an emphasis on 21st century skills. Furthermore, students can continue to be a member of their local school and participate in school events and activities.

This handbook has been developed to provide you with an overview of the LLVS program, support system, and important policies and procedures. LLVS students remain enrolled in the local school district and will use the school as a resource. This handbook will provide you with clear guidelines on both your responsibilities and the school district's responsibilities. It is important for you to remember that you have selected a program that is part of a public school and therefore must comply with various state and federal regulations.

We look forward to working with you this school year. Our commitment is to support student success, and we are dedicated to achieving that goal together. If you have questions we are here to help. Please do not hesitate to contact your local school and discuss any concerns that you may have.

Congratulations on joining LLVS. We wish you a successful school year.

Lindsey Risser

Coordinator of Online Learning Services

Lancaster-Lebanon Intermediate Unit 13

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Mission Statement

The member districts and Lancaster-Lebanon Intermediate Unit 13 will increase and extend learner options for achieving common goals by collaborating to develop and implement a regional, comprehensive, student-centered learning solution, which effectively utilizes the latest technologies and research-based instructional strategies.

Attendance Policy

State Law provides that parents/legal guardians are responsible for ensuring that their student(s) attends school. Students taking online courses are expected to follow the **school district** calendar. **Full time cyber students are expected to complete no less than 5 lessons a day, five days a week. Full time cyber students will arrange an appropriate schedule with their assigned Advisor. Students are expected to log on to the courseware daily to communicate with their Advisor and share their schedules.** Failure to login and communicate with the Advisor will result in an unexcused absence. Students not attending school as mandated by the law will be considered truant. Students and their legal guardians are subject to local truancy laws and regulations.

Excused Absences

School district recognizes that circumstance can occur that will keep a student from completing daily lessons and signing into the system. These types of absences are considered excused absences and should fall into one of the categories below. Students are expected to work with their Advisor and online teachers to make up any missed work.

- **Absence due to illness, health condition, family emergency.** The parent or legal guardian is expected to notify the assigned Advisor via email prior to the absence unless the situation does not provide such opportunity. A doctor's note must be provided if the student misses three consecutive days due to illness.
- **Participation in school approved activity.** In order to be granted an excused absence, the activity must be authorized by the Advisor and parent. The affected online teachers must be notified prior to the event.
- **Parental request for temporary absence.** Upon parental request, the Advisor and appropriate school district personnel may temporarily excuse a student for agreed-upon reasons. The request should be submitted in writing in advance and should state the reason and duration of the absence. An absence may not be approved if it is deemed to be detrimental to the student's academic progress.
- **Disciplinary actions.** Absences due to temporary suspensions are deemed excused for attendance record keeping.

Unexcused Absences

Any absence that does not fall into an excused absence category or is not adequately documented will be considered an unexcused absence. The parent or legal guardian will be notified of any unexcused absence. If two unexcused absences occur in a month, a conference between the parent, Advisor, and student will occur. Three or more unexcused absences occurring in a month will require a conference with the parent, student, Advisor, and principal. At that time an action plan will be determined to ensure student success. If a student has ten or more consecutive unexcused absences, he/she will be considered withdrawn from **school district**.

School Calendar

Students enrolled in online learning are expected to follow the school district calendar. Students wishing to deviate from the district calendar must contact their Advisor to make arrangements.

Insert school calendar here

Parent Responsibilities

Parents/Guardians of cyber students have a unique opportunity and responsibility to participate in the education of their children. Parents are expected to:

- Directly supervise child's education at home.
- Provide a physical environment conducive to child's educational needs.
- Talk with child about taking online courses and help him or her complete the *SmarterMeasure* profile.
- Go with student to meet with his/her School Counselor to sign contracts and pacing guide.
- Get the information needed to log in to monitor student's progress.
- Find out the name and contact information for student's Advisor.
- Attend any information sessions offered by the district.
- Log in at least weekly to monitor student's progress.
- Assist student in complying with all rules, policies, and procedures of the school.
- Assist student in the submission of all forms, applications, and documentation to the school in a timely manner.
- Instruct student on the correct procedure for logging in to record daily attendance.
- Maintain regular contact with the school by telephone and email.
- Monitor student's computer use to assure that computer equipment and software are used for educational purposes and in accordance with school policy.
- Work with student and his/her Advisor to ensure successful completion of the curriculum within the allowable timeframe.
- Assure that all work submitted by student was completed solely by that student.
- Notify the school immediately of any change in student's contact information or academic status.
- Provide student with transportation as needed to participate in standardized testing or other school activities.
- Return all instructional materials and equipment to the school as requested by student's Advisor.

Student Responsibilities

Students pursuing a cyber education have expectations and policies that must be followed:

- Parent and student must meet with the School Counselor to sign contracts and pacing guide.
- Follow the school calendar.
- Agree to and follow all policies outlined in handbook.
- Establish a weekly meeting time with the Advisor.
- Log in and take any diagnostic test.
- Log in and complete the daily lessons.
- Contact Advisor and online teacher with any questions or problems while taking the course.
- Contact Advisor when ready for proctored exam(s), if required by district policy.
- Notify Advisor and online teachers of any planned excused absences.
- Use appropriate language, common sense, and proper grammar and spelling when sending electronic communication.
- Follow school's email and Acceptable Use Policy.
- Not use any other student's login or password.

Academic Support and Placement

- Each online course content and assignments are aligned with Pennsylvania's content standards or other nationally accepted content standards. They are written by highly qualified teachers and have been through a rigorous multi-step review process.
- Each lesson of each online course contains multiple methods for students to learn the material that accommodates different learning styles. Each online course also has an online textbook that was written specifically to accomplish the lesson objectives. Furthermore, each lesson has an assessment in order to gauge the student's understanding of the lesson objectives. Note: Advanced Placement courses may not have all of these features as these courses are being acquired from a separate content provider.
- Students enrolling as a full time cyber student will work with their Guidance Counselor and parent/legal guardian to determine proper placement in courses. The school will place the student at the appropriate level, taking into consideration previous grades, courses taken, earned credit, academic performance, assessment tests, and graduation requirements.
- Each student will have an online teacher that will monitor the student's progress and, if necessary, create interventions to help the student master the lesson objectives.
- Each student will be able to seek assistance from an online, on-demand tutor. This tutor, available from 8:00 am to 5:00 pm on weekdays and is a highly qualified teacher who can provide additional assistance to aid the student's learning.
- Each student will have an Advisor appointed by the school district to help monitor the student's progress, and help coordinate assistance, if needed.
- Students are required to attend all state and school mandated assessments. Students should contact their local school for dates and times of required assessments.
- Students and parents have continual access to student grades online. Local school districts will issue progress reports, report cards, and diplomas.

Withdraw, Transfer and Dropping a Course

Withdraw

Students participating in the full time cyber model may withdraw from the program provided that the parent/legal guardian indicates in writing the reason for withdrawal, the name and location of the public or private school that the student will attend and expected exit date from the program. Parents may initiate withdrawal from the program by contacting the student's Advisor. The local school will contact the parents to ensure proper paperwork is completed and equipment is returned to the school.

Transfers

Students taking online courses may continue with their schoolwork if they transfer to another LLVS member school district. Parents must contact both the current school and future school in order to make arrangements for the student to continue with online courses.

Students enrolled in the full time cyber model that expect to be away from the home of residence for three or more weeks must fill out a temporary transfer of location form. This form must be submitted to the student's Advisor no less than a week before the expected event is to occur. The local school has the authority to accept or deny any requests for location transfers. Students are expected to continue with their schoolwork regardless of their temporary location. Students with location transfers are still required to participate in state assessments.

Dropping a course

Students have a two-week window to drop an online course without incurring a penalty. The two-week window starts from the day the student first logs into the system and includes weekends. The local school district may charge a fee for dropping the course after the two-week window has expired.

Technology

Technical Support

- Technical Support will be provided to full time cyber students and only for the computer system, printer, and software provided under the full time cyber program. Technical Support cannot and will not be provided on local area networks in the home, computers not given to the student by the full time cyber program, or to any students/families not enrolled in the full time cyber program.
- The full time cyber program will provide full time student with a computer, monitor, and printer, virus protection software, internet filtering software, and the appropriate software needed to support the student's curriculum. This equipment remains the property of Lancaster-Lebanon Intermediate Unit 13 and must be returned upon termination of the student's online learning.
- Full time cyber students using IU13 issued equipment will receive a reimbursement of up to \$40.00/household for local Internet Service Provider fees. The school district may terminate Internet reimbursement at its sole discretion. Reimbursements will begin after the student has been participating in the full time program for 1 full month. Students must actively participate in courses throughout the summer to receive summer reimbursements. Students and families must submit the monthly bills and the reimbursement forms.
- If district opts for content/help desk support for students not using IU13 issued equipment, internet reimbursement will also be provided to all full-time students enrolled in four or more classes at one time.
- All use of the Internet and computer technology must be related to or in support of the educational goals of the student. Use of the Internet and computer technology for any illegal or non-educational activity, including but not limited to profit purposes, lobbying, gambling, advertising, transmitting offensive materials, hate mail, discriminating remarks, or obtaining or housing obscene or pornographic material, is strictly forbidden.
- Use of the full time cyber program technology or the Internet for fraudulent or illegal copying, communication, taking or modification of material in violation of all applicable laws is prohibited. Such action or the illegal use of copyrighted software is prohibited and will be referred to law enforcement.
- Students, parents, or any third parties not participating in the full time cyber program are strictly forbidden from installing any software or additional hardware on the provided computers, nor shall anyone remove installed software or hardware from that computer.
- Students, parents, or any third parties not participating in the full time cyber program are strictly forbidden from installing software received on any other computer system received as part of the computer distributed to them by the school. Such software shall not be loaned, given, or otherwise used on any other computer.
- The school reserves the right to deny a student's access to equipment and/or internet reimbursement to prevent further unauthorized activity. Students denied such access must return any issued equipment.
- Full time cyber students will report all issues that they are having with the computer or courseware to the Lancaster-Lebanon Intermediate Unit 13 helpdesk. Reported issues must include the student's name, school district, courses that are affected and any other details that will assist the

helpdesk in resolving the problem. Students and Parents/Guardians can contact the helpdesk by calling **717-606-1762** or emailing LLVS-support@iu13.org.

- Students taking single classes within the district building should report all issues to their Advisor. The Advisor will assist the student in resolving the problem.
- All issues reported during the school day will be responded by school personnel within 24 hours or the next school day.

Computer Set-Up

- Full time cyber students and parents are responsible for set-up of the system when the hardware arrives at the student's residence. Technical support staff will be available to assist the student/parent with activation of the computer system.
- The student/parent should report any malfunction of computer hardware as soon as possible. The staff will discuss the specifics with the student/parent to determine if the problem is hardware specific or software related and will determine a plan of action.
- DSL or Cable Internet connection is the recommended internet connection speed, while a 56Kbps modem connection is the minimum recommended. Slower dial-up connections, while feasible, are not recommended.

Lost/Damaged Property

- The student/parent must notify the school within three days of the occurrence or discovery of any theft, damage, destruction, or other loss of any school-owned computer equipment. The student/parent may be responsible for any costs associated with repairing or replacing lost, stolen, or damaged equipment while in the student's possession.
- Families/students are generally financially responsible for their equipment. In most circumstances where there has been loss or damage, parents will file a claim with their homeowner's insurance carrier. The school will assist with this process by submitting all information related to cost and value of the equipment. The family/student must immediately forward copies of the police report, fire report, insurance claim, and any other applicable reports to the student's Advisor who will then forward the information to the appropriate personnel.
- In the event that the equipment is damaged by the student, all payments made by the family will be used to replace the damaged equipment. All equipment that is damaged or replaced is property of IU 13 and will not be issued to the family.
- Replacement Equipment: LLVS will arrange for replacement equipment only after:
 - Copies of all applicable reports and claims have been received;
 - Appropriate arrangements have been made by the family/student to compensate the school for the loss;
 - The family/student signs a revised agreement that reflects the issuance of new equipment;
 - The damaged equipment is returned, if applicable.

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

School District follows the FERPA Act and requires that any request for academic records be made to the school of residence where all academic records will be maintained. The local school of residence can assist with questions pertaining to FERPA and students enrolled in the online learning program.

Student Records

A cumulative file will be maintained for the student while enrolled in the **School District**. This record shall contain only verified information of educational importance and may be used only for the benefit, promotion, or welfare of the student. All material in each student's file shall be confidential and access thereto strictly limited to personnel at the local school, LLVS, and parents/legal guardians.

Special Education Services

School District is required under the Individuals with Disabilities Act (IDEA) to ensure educational services to students with disabilities. Students with Individualized Education Plans (IEP) or 504 plans will be accommodated within the courseware. Parents who believe their child is eligible for special education should contact the school district for further assistance. The school district will work with the parent and student to ensure proper procedures are followed with appropriate results. Communication between the students' Advisor and online teachers will ensure the student receives the proper modifications outlined in the IEP or 504 plans.

Grading

Students are assessed on a multitude of criteria such as assessments, quizzes, essays, tests, and forum discussions. Students have immediate and continuous access to grades by logging into the system. Grades for assessments and test will be posted within 36-48 hours from the date they were submitted. Student GPA and class rank will be calculated by the local school district. Report cards and progress reports will be distributed by the local school districts.

Students are permitted to make up missed assignments without grade penalty due to excused absences. Advisors will closely monitor student make up days and communicate with online teachers. Students will be given at least two school days for every day missed to complete the assignments or tests missed after an absence. An incomplete grade may be given on the quarterly report card if the student's make up days overlap with a quarter end date. The student will have ten days after the end of the marking period to complete any work or the incomplete may change to a 0%. Principals will be notified of incompletes for semester grades and may request a conference with the student and parent.

Students are permitted to retake any major test that he or she has failed. The student must request a retake for the test through the Advisor. The Advisor will determine if the request is appropriate and will notify the online instructor of the request. The higher score will be recorded in the grade book with the lower score being removed.

Testing Policies

Mandated Testing

Students are required to participate in all school and state mandated assessments. Students will communicate with their Advisor on the date and time that they are to arrive at the local school to take specified assessments.

Proctored Exams

Students enrolled in the full time cyber model are required to take two proctored Unit exams each school year at the local school. The student will work with the Advisor to arrange when and where the exam is to take place.

Advanced Placement Exams

Students wishing to take AP exams must work with the school's guidance counselor to determine date, time, and location. The cost of AP exams is the responsibility of the student.

SAT

Students wishing to take SAT exams must contact the school's guidance counselor to determine date, time, and location.

Graduation Requirements

Students will work with their guidance counselors to ensure proper placement and credit fulfillment in order to meet graduation requirements. Students in grades 9 through 12 will be classified by grade based on the number of credits they have earned.

Students in Pennsylvania must also complete a graduation project in order to receive their high school diploma. The graduation project tests each student's ability to analyze, evaluate, and apply information in a meaningful way. Working with an Advisor, students choose an area of interest to research in community service, career studies, or cultural studies and make a 30-hour unpaid commitment to the project. At the end of their junior year, students present their project, creatively demonstrating an in-depth understanding of the information learned through the experience.

Field Trips and Social Activities

Full time cyber students are encouraged to participate in school-sponsored activities. Students must comply with all **school districts** policies and not be on disciplinary action. Students wishing to attend field trips or social activities must first notify their Advisor and make proper arrangements with the **school district**. Once arrangements and permission is granted, students will then notify their online teachers of their excused absence. Students are responsible for completing missed work during the field trip or social activity.

Full time cyber students should remember that they are a member of their **school district** and therefore should dress appropriately. **School district** dress code policy will be enforced and any student found in violation of the dress code policy will not be allowed to participate in the field trip or social activity. Students also should be aware that when they attend a **school district** related function they are representing their local school and community. They should conduct themselves in an appropriate manner at all times as their conduct is a direct reflection on themselves, their families, and their school.

Driving to Field trips:

Health Screening/ Immunization

Physical Education

Physical education requirements may be satisfied by participating in organized lessons, activities, and events. **School district** also offers an elective in Fitness. Students that choose to participate in physical activities must work with their Advisor to develop a fitness plan and keep a log of their activities.

Athletic and Club Eligibility

Students wishing to participate in their school district's athletic program or clubs will need to express interest to their Advisor. The Advisor in turn will give the student the appropriate details of the club or program including academic restrictions. The school district has the authority to enforce academic probation on any student that is participating in a club or activity. Advisors will work with students, parents, and coaches/directors to assist students that are in danger of academic probation.

Code of Conduct

School districts expect students enrolled in online learning to follow the local code of conduct policies. The schools will not tolerate any actions from students, parents, staff, or visitors that in any way interfere with the delivery of educational services, jeopardize the healthy, safety, and well-being of any member of the school community, or threaten the integrity and stability of the online learning program or the school itself.

School administration will use their professional judgment in determining which disciplinary action will be most effective in dealing with the student's misconduct. Student's age, maturity, nature of infractions, and previous record are a few of the circumstances that will be taken into consideration when disciplining.

The following infractions on the code of conduct may result in disciplinary action:

- Cheating - acting dishonestly, copying, or using someone else's work.
- Violating the Academic integrity/Plagiarism Policy.
- Insubordination - not accepting directions; refusing to cooperate with school staff and other agents.
- Theft - taking property of another without right or permission.
- Fighting - participating in physical contact with one or more students, faculty, or staff.
- Vandalism - purposeful destruction of misuse of LLVS or school district property.
- Violating Acceptable Use Policy.
- Harassment or profane/obscene language or gestures towards students/staff/teachers/others.
- Wrongful conduct - any action or inaction not specifically referenced in the listing above that impedes, obstructs, interferes, or violates the mission of school district or is disrespectful, harmful, or offensive to others or property.
- Possession of drugs alcohol, tobacco, or illicit substances at school related events or on school property.
- Possession of weapons on school property or school related events.
- Hazing - any intentional, knowing, or reckless act meant to induce pain, embarrassment, humiliation, deprivation of rights or that creates physical or mental discomfort and is directed against a student with the purpose of being initiated into, affiliated with, holding office in, or maintaining membership in any organization, program or club.
- Bullying - bullying is a form of harassment and is defined as repeated intimidation of others by real or threatened infliction of physical, verbal, written, electronically transmitted, or emotional abuse, or through attacks on property of another. Bullying may include but is not limited to name calling, verbal taunts, extortion of money or possessions, and exclusion from peer groups.

We have read and understand the above policy and agree to abide by the rules of this policy.

Student Signature

Date

Parent/Guardian Signature

Date

Academic Integrity/Plagiarism Policy

It is expected that all work submitted for the purpose of meeting online course requirements represents the original efforts of the individual student. This includes, but is not limited to exams, homework, course assignments, and the original creation of essays, compositions, term papers, and scientific research. All work submitted by a student should be a true reflection of his/her own effort and ability. If such is not the case, then the student has demonstrated unacceptable academic behavior and is subject to disciplinary action. Administrators, faculty, Advisors, students, and families are all important contributors to the upholding of academic integrity in the online learning community.

Plagiarism is defined as copying/stealing and passing off as one's own the ideas or words of another, using someone else's created product without crediting the source, or committing literary theft. Examples include the following:

- Turning in a paper retrieved from an Internet source as one's own.
- Using another student's work in whole or part and handing it in as one's own.
- Using information from an encyclopedia, book, textbook, web site, database, etc., without citing the source.
- Using another person's idea, opinion, or theory without citing the source.
- Using any facts, statistics, graphs, drawings, pictures, sounds, or other piece of information that was found from any source that is not common knowledge, without citing the source.
- Using quotations of another person's actual spoken or written word without citing the source.
- Paraphrasing (putting into your own words) another person's unique ideas, spoken or written, without citing the source.

As the Internet becomes increasingly more accessible and sophisticated, the incidents of plagiarism in submitted student papers and projects have increased. Many institutions of higher (post-high school) education penalize plagiarism with student expulsion. Therefore, in the interest of the student's future education, as well as, the school's part in the personal development of students, **school district** will follow the policy on plagiarism as outlined below:

- Plagiarism will result in a "zero" (no credit) on the assigned paper or project.
- Teachers will provide written documentation of the plagiarism and will use the following procedure:
 - Discussion with the student.
 - Referral to the school principal or assistant principal.
 - Call to parents by the principal or teacher.
 - Principal's referral to co-curricular coaches/Advisors and National Honor Society as applicable.
- When plagiarism is found to have taken place, the student must still meet the minimum requirement(s) of the course by rewriting the assignment according to teacher specifications. The student's grade on the rewritten assignment will be no higher than a "C." Failure to rewrite the assignment will result in an "F" for that assignment.
- A second plagiarism offense will automatically result in an "F" for the course.

We have read and understand the above policy and agree to abide by the rules of this policy.

Student Signature

Date

Parent/Guardian Signature

Date

Acceptable Use Policy

Purpose of Access and Use

Internet access available to students is for educational and instructional purposes and other purposes consistent with the educational mission of the Intermediate Unit. Use of the Internet is a privilege. All students who use the Internet must agree to and abide by all conditions of Intermediate Unit Policy N1022 “Electronic Information Access Acceptable Use Policy” adopted by the Intermediate Unit Board of Directors on September 15, 2004.

Monitoring and review: No Expectation of Privacy

The Intermediate Unit reserves the right to log Internet use, to monitor and review each user’s Internet use, and remote into individual student laptops when necessary. This monitoring and review may be conducted without cause and without notice. Each user of an Intermediate Unit’s computer by the use thereof agrees and consents to such monitoring and review and acknowledges that he/she has no right or expectation of confidentiality or privacy with respect to Internet usage, or any files stored on any Intermediate Unit computer or server.

Required Signatures

Each user of Intermediate Unit equipment and services must sign the Intermediate Unit’s Electronic Information Access

Agreement (“Agreement”). Prior to any student using the Internet, the student’s parent/guardian must sign this Agreement.

Prohibitions

Persons may not use Intermediate Unit computers or Internet services for:

- Illegal activity or to facilitate illegal activity.
- Commercial or for-profit purposes.
- Product advertisement or political purposes.
- Development of programs that harass other users or infiltrate a computer system and/or damage the software components of a computer or system.
- Sending hate mail, harassing or discriminatory remarks or other antisocial communications.
- Installation, distribution, reproduction, or use of copyrighted materials.
- Accessing and/or disseminating obscene or pornographic material.
- Transmitting material likely to be offensive or objectionable to recipients.
- Obtaining, copying or modifying files, passwords or data belonging to others.
- Gaining access to “materials” for which access has not been explicitly granted.
- Misrepresenting other users on the network.
- Use of another person’s email address.
- Posting anonymous messages or using another user’s account or password.
- Loading or use of any unauthorized games, programs, files or other electronic media.
- Downloading or installing any commercial software, shareware, or freeware onto computer or network drives or disks.
- Disrupting the work of others or invading the privacy of others.
- Activities for which access privileges are suspended or revoked.

Network Etiquette

Users are expected to abide by the generally accepted rules of network etiquette. Be polite and do not be abusive in messages to others. Use appropriate language and do not use swearing or vulgar language. Respect the rights of other

users to an open and hospitable technology environment, regardless of race, sexual orientation, color, religion, creed, ethnicity, age, marital status or handicap status.

Vandalism

Vandalism will result, in addition to disciplinary action and/or appropriate legal action, in cancellation of privileges. Vandalism includes any attempt to harm or destroy data of another user. This includes but is not limited to the uploading or creation of computer viruses, worms, or other malware.

Damage

Users shall be responsible for damages to equipment, systems or software resulting from deliberate or willful acts. In the event that the equipment is damaged by the student, all payments made by the family will be used to replace the damaged equipment. All equipment that is damaged or replaced is property of IU 13 and will not be issued to the family. In addition to other appropriate disciplinary procedures, failure to follow the procedures and prohibitions listed above may result in the loss of access to the Internet. Illegal activities or use may be reported to the appropriate legal authorities for possible prosecution.

Revocation of Privileges

Any person who violates the Intermediate Unit Electronic Information Access Acceptable Use Policy shall be subject to revocation of privileges and disciplinary action, and/or other appropriate legal action.

Security

Security on any computer system is a high priority. Never attempt to bypass software security on any computer. Each user is required to report any security problems to the LLVS Help Desk. The problem is not to be demonstrated to other users.

We have read and understand the above policy and agree to abide by the rules of this policy.

Student Signature

Date

Parent/Guardian Signature

Date

Attendance Policy

State Law provides that parents/legal guardians are responsible for ensuring that their student(s) attends school. Students taking online courses are expected to follow the school calendar. **Full time cyber students are expected to complete no less than 5 lessons a day, five days a week. Full time cyber students will arrange an appropriate schedule with their assigned Advisor. Students are expected to login to the courseware daily to communicate with their Advisor a schedule.** Failure to login and communicate with the Advisor will result in an unexcused absence. Students not attending school as mandated by the law will be considered truant. Students and their legal guardians are subject to local truancy laws and regulations.

Excused Absences

School district name recognizes that circumstance can occur that will keep a student from completing daily lessons and signing into the system. These types of absences are considered excused absence and should fall into one of the categories below. Students are expected to work with their Advisor and online teachers to make up any missed work.

- **Absence due to illness, health condition, family emergency.** The parent or legal guardian is expected to notify the assigned Advisor via email prior to the absence unless the situation does not provide such opportunity. A doctor's note must be provided if the student misses three consecutive days due to illness.
- **Participation in school approved activity.** In order to be granted an excused absence the activity must be authorized by the Advisor and parent. The affected online teachers must be notified prior to the event.
- **Parental request for temporary absence.** Upon parental request, the Advisor and appropriate school district personnel may temporarily excuse a student for agreed reasons. The request should be submitted in writing in advance and should state the reason and duration of the absence. An absence may not be approved if it is deemed to be detrimental to the student's academic progress.
- **Disciplinary actions.** Absences due to temporary suspensions are deemed excused for attendance record keeping.

Unexcused Absences

Any absence that does not fall into an excused absence category or is not adequately documented will be considered an unexcused absence. The parent or legal guardian will be notified of any unexcused absence. If two unexcused absences occur in a month a conference between the parent, Advisor, and student will occur. Three or more unexcused absences occurring in a month will require a conference with the parent, student, Advisor, and principal. At that time an action plan will be determined to ensure student success. If a student has ten or more consecutive unexcused absences, he/she will be considered withdrawn from **school district name**.

We have read and understand the above policy and agree to abide by the rules of this policy.

Student Signature

Date

Parent/Guardian Signature

Date

Student Contract

_____ School District

Student Contract

Certain standards are expected of students enrolling in online courses. This contract and policy makes both the student and the parents/guardian aware of the standards expected of students enrolling in such courses.

As a student taking an online course, I am aware that:

1. Certain standards are expected of me, as a student, and inappropriate use of the Internet of any kind will not be tolerated.
2. Inappropriate language or messages will not be tolerated.
3. Because of the technology, anything I do in the course could be retrieved and printed by the teacher, administrator, or technology staff at any time.
4. Course procedures that must be followed are:
 - a. Students must communicate with their teacher on a regular basis using acceptable language, proper grammar, and spelling.
 - b. Students must not inappropriately use information within the course.
 - c. Students must maintain academic honesty.
 - d. Students must follow the _____ School District’s Acceptable Use Policy and all other rules as specified by the teacher.
5. I will make a commitment to complete this course by _____ (insert date).
6. I will access the coursework ____ (insert number) times a week in order to remain on schedule.
7. Contact Advisor with concerns or assistance

If students do not or cannot abide by the above listed rules, the following procedures will be followed:

The _____ School District, the student, and his/her parents/guardian will be notified of the infraction. In the event of severe misconduct the student will be removed from the course.

I have read, and I understand the contract and policies of online courses and agree to abide by the rules of this contract.

Student Name	Student Signature	Date
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Parent/Guardian Name	Parent/Guardian Signature	Date
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Request for Location Transfer

Students enrolled in the full time cyber model that expect to be away from the home of residence for three or more weeks must complete this form and submit it to the student's assigned Advisor no less than a week before the transfer is to take place.

Student first and last name: _____ Date of request: _____

Parent/legal guardian name: _____

Reason for Request:

Request dates: _____ to _____

Students are expected to log on and complete daily lessons. Please describe how and when the student will access the Internet.

Advisors are required to communicate through email and phone with students. Please provide a working phone number where the Advisor will be able to reach the student at the new location:

____ - _____ - _____

We understand that daily attendance and lesson completion is to be maintained while the student is temporarily away from the home of residence. We agree to communicate with the assigned Advisor and online teacher frequently through email and phone. Failure to complete work in a timely manner and communicate with the school could result in unexcused absences and may impact the student's attendance status and grades.

Parent signature

Student signature

FOR OFFICE USE ONLY

Request Approved: ____ Yes ____ No

Date: _____

Person Approving Request: _____

Signature: _____

ATTACHMENT C

END USER LICENSE AGREEMENT

This End User License Agreement, hereinafter referred to as Agreement is a legal agreement between LLIU 13 and Warwick School District hereinafter referred to as Licensee, the subject matter of which concerns the use of computer software, content, and any applicable updates or upgrades thereto, as well as any associated media and printed or electronic (retrievable via computer networks such as the Internet or otherwise) materials, collectively referred to herein as Products. By using or continuing to use the Products ("Licensee's Acceptance"), Licensee agrees to be bound by the terms and conditions of this Agreement. If Licensee does not agree to the terms and conditions of this Agreement, Licensee must not use, or continue to use, the Products.

1. Grant of License. Subject to the terms and conditions of this Agreement and Licensee's acceptance thereof, including, but not limited to, Licensee's continued payment of fees, LLIU 13 hereby grants to Licensee and Licensee hereby accepts a personal, non-transferable, non-exclusive license (which shall be revocable pursuant to the terms of this Agreement) to use the Products. The rights granted herein shall include the right to permit students, teachers, employees and agents (each, an "End User") to use and access the Products, subject to Licensee's rights herein.

2. Limitations and Restrictions. Except as expressly permitted herein, neither Licensee nor any End Users may: (i) copy, alter, adapt, modify, translate, or create derivative works of the Products or any portion thereof; (ii) reverse engineer, decompile, disassemble, or attempt to derive the source code of the Products or any portion thereof, unless and only to the extent any of the foregoing is expressly permitted by applicable law and may not be restricted thereunder; (iii) separate the Products into component parts for transfer to or use by a third party (other than End Users in accordance with the terms hereof); (iv) rent, lease, loan, sell, distribute, sublicense or lend the Products to any third party (other than End Users in accordance with the terms hereof); (v) remove, alter or obscure any proprietary notices on or in the Products; or (vi) otherwise use the Products.

3. Reservation of Rights. LLIU 13 does not grant and Licensee does not obtain any implied licenses under this Agreement. LLIU 13 reserves all rights, title and interests of any kind that are not expressly granted to Licensee in this Agreement.

4. Intellectual Property Rights. LLIU 13 and its providers retain title to and all ownership interests in all proprietary rights, including without limitation all copyrights, trademark rights, patent rights, trade secret rights, and any other intellectual or industrial property rights throughout the world ("IPR"), with respect to the Products and all copies or portions thereof, whether or not incorporated into or used in connection with any other products, including without limitation software or documentation materials. Licensee acknowledges that the Products are licensed and not sold under this Agreement, that nothing in this Agreement shall constitute or be construed to constitute a sale of any of the Products or any portion or copy thereof and that no title to or ownership interest in any rights, including without limitation IPR, with respect to any of the Products or any components thereof is transferred to Licensee or any End User.

5. Dual-Media. Licensee may receive the Products in more than one medium. Regardless of the type or size of medium Licensee receives, Licensee may use, subject to the terms and conditions of this Agreement, only one medium that is appropriate for use under this Agreement. Licensee may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer of the Product to a third party.

6. LIMITED WARRANTY. For a period of ninety (90) days (the "Warranty Period") from the later of (i) the date of purchase or (ii) the date of availability of the Products, LLIU 13 warrants to

Licensee that the Products, when installed, configured, used and maintained in accordance with the then-current published installation, configuration, use and maintenance specifications, will, in their unaltered form, conform substantially to the then-current published functional specifications for such Products. Licensee's sole and exclusive remedy, and LLIU 13's sole obligation, for a breach of this warranty shall be for the replacement of the media in the case of breach of this Warranty. LLIU 13 does not warrant that the Products will meet Licensee's requirements, that the Products will operate in combinations selected for use by Licensee or that use of the Products will be uninterrupted or error-free. Because not all errors in the Products can or need be corrected, LLIU 13 does not warrant that the Products are error-free or that all of the Products' errors will be corrected.

LLIU 13 AND ITS PROVIDERS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO OR RELATING TO THE PRODUCTS OR THIS AGREEMENT. LLIU 13 AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THIS SECTION 6 SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. Some jurisdictions prohibit the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply fully to Licensee. In this case Licensee's sole and exclusive remedy for a breach of warranty shall be, at LLIU 13's or its providers' option and in their sole discretion, replacement or repair of the Products or return thereof for a refund of the purchase price, if any.

7. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL LLIU 13, ITS AFFILIATES, PROVIDERS, SUPPLIERS OR RESELLERS BE LIABLE TO LICENSEE, ITS END USERS, AFFILIATES OR CUSTOMERS FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST BUSINESS OPPORTUNITIES, LOST OR INACCESSIBLE DATA OR INFORMATION, UNAUTHORIZED ACCESS TO DATA OR INFORMATION OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE AUTHORIZED OR UNAUTHORIZED USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE, AND IRRESPECTIVE OF WHETHER LLIU 13, ITS AFFILIATES, PROVIDERS, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY FULLY TO LICENSEE, BUT SUCH LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LICENSEE ACKNOWLEDGES THAT THE PRICING OF THE PRODUCTS AND OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LLIU 13 WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

8. Termination. This Agreement is effective until terminated. Without prejudice to any other rights or remedies available at law or in equity, LLIU 13 may terminate this Agreement if Licensee fails to comply with any term or condition of this Agreement and such failure is not cured within forty-five (45) days after Licensee's receipt of written notice thereof, which notice specifies the failure with particularity. Upon any termination of this Agreement, Licensee shall immediately discontinue the use of the Products and, at LLIU 13's option, return to LLIU 13 and/or certify destruction of the Products and any related materials provided to Licensee by LLIU 13, and all full or partial copies thereof (whether in tangible or intangible form), in Licensee's possession or control. Licensee may also terminate this Agreement at any time by providing written notice to

LLIU 13 and certifying destruction of the Products and all full or partial copies thereof (whether in tangible or intangible form) in Licensee's possession or control.

9. General. With Licensee's Acceptance, Licensee agrees to be bound by the terms and conditions set forth in this Agreement and Licensee acknowledges that it has read and understands this Agreement. Licensee further agrees that this Agreement is the complete and exclusive statement of the understanding between LLIU 13 and Licensee which supersedes any proposal or prior agreement, oral or written, and any other communication between LLIU 13 and Licensee relating to the subject matter of this Agreement. This Agreement may not be modified except in a writing duly signed by authorized representatives of LLIU 13 and Licensee. If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as such laws are applied to contracts between Pennsylvania residents entered into and to be performed entirely within Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Licensee hereby submits to the sole and exclusive jurisdiction of, and waives any venue objections against, the United States District Court for the Middle District of Pennsylvania and the Dauphin County, Pennsylvania Court of Common Pleas in regard to all disputes and litigation arising under or relating to this Agreement. Licensee's rights and obligations under this Agreement shall not be assignable, delegable, sub licensable or otherwise transferable, whether voluntarily, by operation of law or otherwise, without LLIU 13's prior written approval except as provided herein. LLIU 13 may freely assign this Agreement and/or its rights and obligations hereunder.

10. U.S. Government Restricted Rights. If Licensee is an agency or instrumentality of the United States Government, the Software and the Documentation are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software and the Documentation are governed by the terms of this Agreement.

11. Export Law Assurances. Licensee will not use or otherwise export or re-export the Products from the United States, except as authorized by United States laws and regulations, including without limitation those of the U.S. Department of Commerce, and, as applicable, the laws and regulations of other jurisdictions.

Attachment D

Confidentiality: IU 13 and contracted providers, in order to fulfill IU 13's responsibilities under this Contract, may have a legitimate educational interest in reviewing certain personally identifiable information regarding students ("Student Information"). IU 13 and contracted providers shall be bound by and shall comply with the Family Educational Rights and Privacy Act ("FERPA"), Protection of Pupil Rights Act ("PPRA"), the State Board of Education Guidelines, the Health Insurance Portability and Accountability Act ("HIPAA"), to the extent applicable, and any other applicable federal, state, and/or local legislation regarding the creation of, protection and dissemination of Student Information.

IU 13 and contracted providers agree that it shall use Student Information solely for the purpose of delivering educational services as an educational agency as defined by FERPA in accordance with the terms of this Agreement. IU 13 and contracted providers further agree that Student Information will be kept confidential and that it will not disclose any of the Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to IU 13's employees and representatives who need to know such information for the sole purpose of delivering educational services as an educational agency in accordance with the terms of this Agreement. IU 13 and contracted providers' employees or representatives must agree to be bound by the terms hereof to the same extent as if they were parties hereto.

In the event that IU 13 and contracted providers are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Student Information, IU 13 shall provide the District with prompt written notice of any such request or requirement so that the District may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, IU 13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, IU 13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which is legally required to be disclosed, provided that IU 13 exercises reasonable efforts to preserve the confidentiality of the Student Information

Upon expiration or termination of this Agreement, IU 13 shall return promptly all Student Information to the District and no copy thereof shall be retained. IU 13 shall certify in writing to the District that such action has been taken. Notwithstanding the return of the Student Information, IU 13 shall continue to be bound by its confidentiality obligations hereunder.

It is further understood and agreed that money damages not be sufficient remedy for any breach of IU 13's confidentiality obligations and that the District shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by IU 13, but shall be in addition to all other remedies available by law or equity to the District. **This agreement designates the IU 13 as our authorized representatives and the duties contained in this agreement promote a legitimate educational interest. A copy of the IU 13's breach policy must be included with the finalized contract.**

Reporting Data Theft or Exposure:

Pursuant to Pennsylvania's Breach of Personal Information Notification Act, IU 13 agrees to immediately (within 24 hours) notify District of any unauthorized access and/or acquisition of computerized data that materially compromises the security or confidentiality of any personal information maintained by IU 13. IU 13 must provide a description of what occurred to District and investigate all thefts and/or exposure and determine if a law enforcement agency is to be contacted. A copy of any police reports shall be provided to District. Providers that maintain specific data for evaluation purposes shall remove all access to the source as soon as possible so further breaches of security or confidentiality of personal information do not occur.