

**AGREEMENT TO PROVIDE
VIRTUAL EDUCATION SERVICES**

**Alternatives Unlimited, Inc.
And**

This agreement is entered into on this **7th** day of **October, 2013**, by and between the **Black Horse Pike Regional School District** (hereinafter, "District"), a public school district organized and existing under the laws of the State of New Jersey, with administrative offices at **580 Erial Road, Blackwood, NJ 08012**, with **Alternatives Unlimited, Incorporated**, (hereinafter "Contractor"), a corporation organized and existing under the laws of the state of Maryland, with a principal place of business at **4804 York Road, Baltimore, Maryland, 21212**.

RECITALS

WHEREAS, District is responsible for providing a free education to all eligible persons of school age attending the District; and,

WHEREAS, District, in its judgment, has determined to participate in a program of virtual education instruction for students, as permitted by the state and in accordance with the decision and directives of the local Board of Education; and,

WHEREAS, Contractor is an experienced provider of educational services and tutoring services; and,

WHEREAS, District desires to contract with Contractor for the participation of certain District students in Contractor's Virtual Education program (homebound instruction and/or summer school and/or Educational Services for Credit and/or Credit Recovery) in accordance with the terms and conditions set forth below; and,

WHEREAS, Contractor is willing to accept the enrollment of District students in its instruction program in accordance with the terms and conditions set forth below; and,

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, and intending to be legally bound thereby, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor agree as follows:

**SECTION 1
GENERAL PROVISIONS**

1.01. The Contractor shall establish, operate, manage, and maintain an instructional program for students, in accordance with the dictates of this contract.

**SECTION 2
TERM OF AGREEMENT**

2.01. This agreement shall be effective from **October, 2013** to **October, 2014**.

**SECTION 3
COST**

3.01. The District shall pay Contractor for the full, faithful, and prompt performance of this agreement at the following rates:

- Homebound Instruction: \$30.00 per hour.
- Full summer school courses for credit: \$290.00

3.02. In the case of homebound instruction, upon enrollment of a specific student, the District shall specify to Contractor the number of hours per subject for which tutoring is being requested. Additional hours shall not be provided without written request from District (letter, e-mail, and fax).

**SECTION 4
PAYMENT SCHEDULE**

- 4.01. Services will be billed monthly for homebound instruction.
- 4.02. Invoices for individual students registered for summer school will be billed at the end of the month of registration.
- 4.03. Invoices for payment when District hires Contractor to provide Summer School for all students shall be as follows:
- 4.04. Payment of invoices is due thirty (30) days after receipt.

**SECTION 5
CONTRACT TERMINATION**

5.01. This agreement may be terminated by either party with or without cause upon thirty (30) days written notice.

SECTION 6 EFFECT OF TERMINATION

6.01 In the event this agreement is terminated by either party for any reason, the Contractor shall continue to provide the program to the District students until the effective date of termination.

6.02 In order to facilitate an orderly transition of the District students, the parties agree that in the event of a termination, they shall reasonably cooperate with each other to develop a mutually acceptable transition plan to ensure minimal disruption in the provision of educational services to students.

6.03 Contractor shall indemnify and hold harmless the District, its Board members, employees and representatives from any and all claims, damages and expenses, including attorney fees and costs, arising out of or resulting from the performance of services by the Contractor under this agreement.

SECTION 7 INDEPENDENT CONTRACTOR

7.01 It is hereby understood and agreed that Contractor, in performing this Agreement, is acting in the capacity of an independent contractor and that the Contractor is not an agent, servant, partner, nor employee of the District. Contractor will have control over the work performed by it and shall be solely responsible to pay its own federal, state, and local income taxes, salary, social security payments, and any and all other payments incurred by Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by District to its employees, including, but not limited to: retirement, worker's compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from District to Contractor and/or all of Contractor's agents, servants, or employees. Contractor has no authority hereunder to assume or create any obligation and responsibility, express or implied, on behalf, or in the name of, **Blackhorse Pike Regional School District**, or to bind the District in any way whatsoever.

SECTION 8 TUITION AND TAXES

8.01 The parties agree that the Contractor shall not charge tuition to the students and shall purchase all necessary equipment and supplies for use in the program and provide the same free of cost to the students participating therein.

8.02 The Contractor expressly agrees it shall not collect, or attempt to collect, taxes but may, in its sole discretion, supplement District funding for its program with public or private monies from sources other than the District and its students.

8.03 The District hereby agrees to assist the Contractor in obtaining restitution (not to exceed \$250) for equipment loaned to a student, and which said student fails to return upon completion of his/her work.

SECTION 9 SCHOOL CALENDAR

9.01. The District will determine the number of hours required for the homebound tutoring of each student. The District, upon registering a student for the program, shall provide the following information: student name, address, phone number, e-mail, subjects and be tutored, number of instructional hours per week per subject.

9.02. Each student's instructional schedule will be determined in a manner so as not to unreasonably interfere with any medical nor employment commitments that each student may have.

9.03 In the case of students registered for summer school, each course for credit recovery shall comply with the state laws for same. In any case, each course shall require the registered student to complete a minimum of 60 hours of instruction. Courses may be taken upon registration of the student by the district, and are available to students at any time throughout the course of the calendar year. Thus, "summer" school courses for credit recovery are available as it becomes evident to the District that a student will not meet the requirements of a particular course.

9.04 Credit recovery shall be made available to students upon district request anytime throughout the calendar year. AU will work with the District to assure that credit recovery instruction/mentoring falls within the District specified timeframe, and that all Board of Education and state-specific requirements for credit recovery are applied.

SECTION 10 PARENT INVOLVEMENT

10.01. All parties agree that parents are partners with educators in their children's education and shall be encouraged to actively participate in their children's educational programs. To this end, Contractor shall keep parents fully informed regarding the activities of their children through systematic parental contact. Contractor shall also make available to parents a grievance procedure to resolve complaints regarding their children's educational program as delivered by Contractor. Such grievance procedure, however, shall not be binding upon District. At the District's request, the District's representative shall be given a copy of any complaint that is filed by a parent/guardian.

**SECTION 11
LIAISONS**

11.01. The parties recognize that a successful education program under this Agreement requires open communication and a cooperative relationship between the District and Contractor. To this end, the parties agree that all concerns regarding performance under this Agreement shall be promptly communicated, orally or in writing, by and between the parties, and they shall attempt, in good faith, to resolve disputes by mutual agreement. The District's liaison will be the District's appointed representative. Nothing in this provision, however, shall restrict the District's right to terminate this agreement under the provisions relating to termination set forth above.

**SECTION 12
DISPUTE RESOLUTION**

12.01. Claims, disputes or other matters in question arising out of or relating to this Agreement shall be resolved as expeditiously as possible. In resolving such claims, disputes and other matters in question, the interest of the student shall be the foremost concern to the parties.

12.02. In the event the parties are unable to resolve their disputes, all claims shall be litigated in a court of competent jurisdiction and governed by New Jersey law.

DISTRICT OBLIGATIONS

**SECTION 13
PERIODIC REVIEW OF PLACEMENT AS TO HOMEBOUND INSTRUCTION**

13.01. District shall periodically review the placement of the student in the home instruction program to determine whether the student is ready to return to the regular school program.

13.02. District shall notify Contractor in a timely fashion that it has determined a date by which homebound tutoring services are to cease.

13.03. In the case of long-term absence from the school setting, the District shall review the placement of a student, at a minimum, at the end of every semester during which the student is in the program.

SECTION 14
RELEASE OF STUDENT RECORDS AS TO HOMEBOUND INSTRUCTION

14.01. At the earliest possible time after the student has been assigned to the program, and in no event later than the fifth (5th) instructional day of the student's participation in the program, District shall provide to the Contractor a copy of school records relating to the student and his or her academic and disciplinary performance.

14.02. The District shall furnish Contractor with assignments in each subject for which students are to be instructed.

SECTION 15
INTERNET ACCESS AND CONNECTIVITY

15.01. Before placing a student in an online instruction program, the District shall ensure that a student has a connection to the internet at home – reliable enough to engage effectively in the program every day or will provide a neutral site with such connection.

15.02. If a student's method of internet access is via land-line, that line must be an independent phone line specifically used for internet connectivity. Contractor prefers each student be connected to the internet via high-speed connection (e.g., DSL, cable, satellite).

15.03. AU will provide, at no additional cost to the district and at no cost to the student, a laptop computer to any student who does not have a computer at home, assuming responsibility for its delivery and pick-up at the home. AU will also assume responsibility for fixing any technical problems with said equipment during the time it is loaned to the student.

15.04 The District will assist, if necessary, in addressing parents as to the necessity for the Contractor to have access to a student's home in the event that it is necessary to provide services to computer equipment or to address other technical considerations.

SECTION 16
TEXTBOOKS

16.01. If applicable, District shall lend textbooks currently used by the District to Contractor for the exclusive use of the students.

CONTRACTOR'S OBLIGATIONS

SECTION 17 ACCEPTANCE OF DISTRICT STUDENTS

17.01. Contractor shall accept the assignment of the students selected by the District into any of its online education programs.

17.02. The District acknowledges and agrees that in performance of its services the Contractor may, in its sole discretion, communicate with students using any one or more of the following means of communication: e-mail, private network chat, video and voice conferencing, whiteboards or telephone.

17.03. Normally, within 48 hours of enrolling a student, Contractor shall complete setup with the student and begin instruction. Exceptions to this arrangement will primarily involve any difficulties which ensue in the event that a computer must be delivered to the student's home.

SECTION 18 SPECIAL EDUCATION SERVICES AND VIRTUAL EDUCATION PROGRAMS

18.01. Contractor shall provide an educational program for the special education students assigned by the District to any of its programs in accordance with the special education student's approved IEP.

18.02. Contractor shall provide the educational program set forth in the student's IEP in accordance with all applicable federal and state laws and regulations.

18.03. Contractor shall cooperate fully, if asked by the District, and at no extra cost to the district, in the evaluation or re-evaluation of the special education student, as appropriate.

SECTION 19 STAFFING

19.01. Contractor shall maintain on file for all employees appropriate background information, including, but not limited to: criminal history record, child abuse history record, and at the District's request, shall provide copies of same to the District.

19.02. Contractor shall employ only instructors certified by the State of New Jersey.

19.03. All staff employed by the Contractor for the program must have high speed internet access.

19.04. All staff employed by the Contractor must have adequate training to utilize and be proficient in the software program(s) utilized.

**SECTION 20
STUDENT RECORDS**

20.01. Contractor shall maintain on file daily records for the students and shall provide a copy of the same to the District's appointed representative at the end of each marking period, or at the conclusion of the tutorial program for the student.

20.02. Contractor shall furnish the District with evaluations that support grades given in each subject.

20.03. Contractor shall comply with and enforce District's attendance policy regarding the time-on-task expected of students in the program.

**SECTION 21
MAINTENANCE AND DISSEMINATION OF RECORDS**

21.01. Contractor shall comply with the Family Education Rights and Privacy Act (20 U.S.C. para. 1232 g) and its implementing regulations, as well as the New Jersey State guidelines for the maintenance, collection and dissemination of pupil records.

**SECTION 22
LICENSES AND PERMITS**

22.01. Contractor shall, at its own expense, obtain all necessary licenses and permits required in connection with the performance of this agreement.

**SECTION 23
COMPLIANCE WITH APPLICABLE LAW**

23.01. Contractor shall comply with all requirements of the establishment, operation and maintenance of its programs, including, without limitation, the legal requirements set forth in those sections of the New Jersey State law.

23.02. Contractor shall comply with all federal and state laws prohibiting discrimination based on disability, race, creed, color, gender, national origin, religion or ancestry, and shall provide enrollment and hiring in a non-discriminatory manner.

23.03. Contractor's program shall be non-sectarian in all operations and shall not provide any religious instruction, nor shall it display religious objects and symbols in its program.

**SECTION 24
ANNUAL REPORT**

24.01. At the District's request, the Contractor shall submit to the New Jersey Department of Education at the conclusion of the school year, a report containing information required by the Department. A copy of the annual report shall be furnished to the Superintendent of Schools within five (5) working days after the report has been submitted to the New Jersey Department of Education.

MISCELLANEOUS

**SECTION 25
FORCE MAJEURE**

25.01. Notwithstanding any other provision of this Agreement, neither party shall be liable for any delay in the performance or inability to perform due to acts of God or of the public enemy, war, riot, embargo, fire, act of terrorism, felonious criminal action, explosion, sabotage, flood, accident, or government restrictions.

25.02. Without limiting the foregoing, any circumstances of like or different character beyond either party's reasonable control, or labor trouble from whatever cause arising, or compliance with any order, direction or request of any governmental officer, department or agency, excluding any order, direction or request from the District.

25.03. This provision shall not restrict District's right to terminate this Agreement under the termination provisions set forth above.

**SECTION 26
PROPRIETARY INFORMATION**

26.01. The parties agree that Contractor's online course of instruction constitutes a valuable asset, and that, without Contractor's consent, the District shall not disclose, directly or indirectly, any confidential or proprietary information concerning the course of instruction or Contractor's business operations or methodology to any person, firm or entity.

26.02. All information, whether written or otherwise, regarding Contractor's course of instruction, business operations, or methodology are presumed to be Contractor's confidential information for purposes of this Agreement.

26.03. Notwithstanding the foregoing, confidential information shall not be deemed to include any information or data which is within the public domain through no fault or breach of the District, its employees or agents, or which is lawfully obtainable from other sources. Further, confidential information shall not include any information the District is required to disclose pursuant to court order or tribunal of competent jurisdiction or the lawful requirements of a governmental agency, or as otherwise required by law.

**SECTION 27
NOTICES**

27.01. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail, as follows:

**To: Alternatives Unlimited, Inc.
Attn: Mychael Willon
1406 California Street
Houston, TX 77006**

**To: Black Horse Pike Regional School District
Attn: Mr. Kevin Bucceroni, Board President
580 Erial Road
Blackwood, NJ 08012**

27.02. Each party must notify the other of any changes of address by certified mail.

**SECTION 28
HEADINGS**

28.01. The various headings and titles to the paragraphs in this Agreement are used solely for convenience and shall not be used for the purpose of interpreting or construing any clause, word, paragraph or subparagraph of this Agreement.

**SECTION 29
UNLAWFUL PROVISIONS**

29.01. If any term, condition, clause, or provision of this Agreement shall be deemed to be void or invalid at law or otherwise, then only that term, condition, clause, or provision shall be stricken from this Agreement, as it is held to be void or invalid, and only to the extent that it is so held to be void or invalid and in all other respects this Agreement shall be valid, in force and operation.

**SECTION 30
ALL LEGAL PROVISIONS INCLUDED**

30.01. It is the parties' intention that all provisions of law required to be inserted in this Agreement shall be and are inserted thereto.

30.02. If by mistake or otherwise, some such provision is not inserted in this Agreement or is not in the proper form, then on the application of either party this Agreement shall be amended so as to strictly comply with the law, without prejudice to the rights of either party.

**SECTION 31
ASSIGNMENT AND SUB-CONTRACT**

31.01. Contractor shall not assign this Agreement.

31.02. No sub-contract shall be made with any other party for furnishing any of the services to be provided in accordance with this Agreement without the prior consent of District.

**SECTION 32
GOVERNING LAW**

32.01. The rights and remedies of the parties hereto and construction and effect of this Agreement shall be construed according to the laws of the State of New Jersey.

**SECTION 33
ENTIRE AGREEMENT**

33.01. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters contained herein and supersedes all previous communications, representations or agreements, whether verbal or written, between the parties concerning the matters herein.

**SECTION 34
BINDING EFFECT**

34.01. This Agreement shall inure to the benefit of, and is binding upon, the parties hereto and their successors and assigns respectively, subject to the requirements regarding assignment and sub-contract above written.

The parties have hereto set their hands and seals:

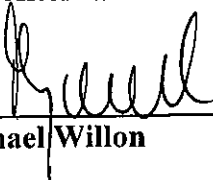
For: Black Horse Pike Regional School District:

Kevin Bucceroni BHPRSD Board President (Signature),

Jean Grubb Business Administrator (Signature),

Date

For: Alternatives Unlimited, Inc.:



Mychael Willon Chief Academic Officer (Signature),

2 October 2013

Date