

**CONTRACT FOR
STUDENT-ONLY PARTICIPATION
between VHS, Inc.
and
Readington Township Schools**

This is a fixed fee CONTRACT dated January 28, 2014 between **Readington Township Schools** (the "School District") with its principal address at **52 Readington Road, P.O. Box 807, Whitehouse Station, NJ 08889** and VHS, Inc. (the "Company"), with its principal place of business at 4 Clock Tower Place, Suite 510 Maynard, MA 01754 for participation in The Virtual High School ("VHS") program, including delivery of online professional development courses and VHS courses at **Readington Township Schools** (the "School") located at **52 Readington Road, P.O. Box 807, Whitehouse Station, NJ 08889**.

In consideration of the mutual promises set forth in this CONTRACT and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

§ 1.0 STATEMENT OF WORK

The Company will provide the necessary administrative, management, technical and training services to support the participation of the School in The Virtual High School program. If the School is in a state with online learning requirements, it is the responsibility of the School to fulfill the state requirements.

§ 2.0 DURATION OF THE CONTRACT

This CONTRACT shall be effective July 1, 2013, and end June 30, 2014, unless earlier terminated pursuant to the terms contained herein.

§ 3.0 PARTICIPATION FEE SCHEDULE

The School is responsible for VHS program services under the following payment schedule:

Program	Description	Costs
Student-Only Membership	14 student seats total	\$5,950/annual fee

Payments shall be made upon receipt of invoices from VHS, Inc.

§ 4.0 TERMINATION

A termination of this CONTRACT by the School (District/System) without cause shall not entitle the School (District/System) to a refund of any portion of the Fees or relieve the School (District/System) of any of its other obligations hereunder.

§ 5.0 SCHOOL REPRESENTATIONS

The School (District/System) hereby represents and warrants as follows:

- 5.1 Its superintendent (or his/her duly authorized and qualified designee) understands the requirements needed to participate in the VHS Program and has communicated those requirements to the VHS site coordinator and other administrative staff members of the School.
- 5.2 The School shall meet the following minimum required participation requirements throughout the term of this CONTRACT:

5.2.1 Participating School Requirements

The School must:

- be accredited for grades (select one):
☐ Grades 7 – 12 ☐ Grades 8 – 12 ☐ Grades 9 – 12 ☒ Other: Pre K - 8
- have Internet connectivity and computers to support the participating teachers and students as delineated in the Company's Administrative Guidelines.

5.2.2 Allowances for Participation of Site Coordinator

The school must:

- ensure the VHS site coordinator has successfully participated in the Company's Site Coordinator Resources.

VHS also strongly suggests that the school:

- free the VHS site coordinator from all teaching responsibilities one period per day (to a maximum of .2 FTE). Site coordinator shall be the primary point of contact for the Company in communications with the School. The role of the VHS site coordinator shall be to provide technical and administrative support to teachers and students, recruit VHS teachers, recruit and enroll VHS students, and ensure the necessary level of technology to support VHS students and teachers is available.

5.2.3 Course Materials

The School must:

- return within one week of each VHS semester end all Course Materials that the School's students used as part of their VHS course
- be fully responsible for all lost or damaged VHS Course Materials
- pay damages to the school that provided the lost or damaged materials within one month of the School's receipt of a loss or damage notice from the Company.

§ 6.0 BINDING EFFECT

This CONTRACT shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever. Except as provided herein, neither party may assign any of its rights or obligations hereunder to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.

§ 7.0 REPRESENTATION OF AUTHORITY

Each of the parties that have executed this CONTRACT through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this CONTRACT on behalf of the party for whom said authorized representative purports to act.

§ 8.0 NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States Mail, certified, return receipt requested, addressed to the following parties:

If to the Company: Carol A. Ribeiro, Chief Operating Officer
VHS, Inc.
4 Clock Tower Place, Suite 510
Maynard, MA 01754
Phone: 978.897.1900
Fax: 978.897.9839
E-mail: cribeiro@thevhs.org

If to the School: Dr. Barbara Sargent, Superintendent
Readington Township Schools
52 Readington Road
P.O. Box 807
Whitehouse Station, NJ 08889
Phone: 908.534.2195
E-mail: bsargent@readington.k12.nj.us

§ 9.0 AMENDMENTS AND WAIVERS

This CONTRACT may be amended, modified or varied only by agreement in writing, duly executed by the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. The waiver of any breach of any term or condition of this CONTRACT shall not be deemed to constitute the continuing waiver of the same or any other term or condition.

§ 10.0 GOVERNING LAW; JURISDICTION

This CONTRACT will be deemed to have been made in and its validity and interpretation shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to the conflict-of-law rules of Massachusetts or any other state. Any and all disputes arising under or related to the CONTRACT shall be subject exclusively to the jurisdiction of the appropriate state or federal court in the Commonwealth of Massachusetts.

§ 11.0 HEADINGS

The captions herein have been inserted solely for convenience of reference and shall not constitute a part of this CONTRACT, nor shall they affect the meaning, construction or effect of this CONTRACT.

§ 12.0 ENTIRE AGREEMENT; SEVERABILITY

This CONTRACT sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this CONTRACT. If any provision of this CONTRACT or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this CONTRACT, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

§ 13.0 COUNTERPARTS

This CONTRACT may be executed in two or more counterparts each of which will be deemed an original, but together will constitute one and the same instrument.

IN WITNESS WHEREOF, this CONTRACT has been duly executed as of the date first above written.

SCHOOL DISTRICT/SYSTEM

By: Barbara Sargent
Authorized Representative Signature

By: Steffi-Jo DeCassas
Authorized Representative Signature

Dr. Barbara Sargent
Authorized Representative Name (please print)

Steffi-Jo DeCassas, SBA/Bd Sec.
Authorized Representative Name (please print)

VHS, INC.

By: _____

Carol A. Ribeiro, Chief Operating Officer

T (978) 897-1900 F (978) 897-9839

	Total	\$5,950.00
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