



**AGREEMENT  
between**

**School District and HORIZON: Digitally Enhanced Campus**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ School District (“District”), and Horizon: Digitally Enhanced Campus (“Horizon” by and through the Statewide Charter School Board).

**I. INTRODUCTION**

The Horizon Consortium is a network of school districts who provide access to digital content and professional development through license agreements sponsored by Horizon.

Title 70, Section 1210.704 of the Oklahoma Statutes mandates the provision of a statewide online learning platform to provide high quality online learning opportunities for Oklahoma students that are aligned with the subject matter standards adopted by the State Board of Education. Additionally, Title 70, Section 3-132.2(E)(1) of the Oklahoma Statutes mandates state negotiation with online vendors to provide a state rate price to school districts for supplemental online courses. Further, Oklahoma Administrative Code 777:15-1-4 requires that the price offered does not exceed the lowest price at which the course is offered by use or sale to any state, public school, or school district in the United States.

**II. ROLES AND RESPONSIBILITIES**

District agrees to perform the following duties and responsibilities:

- a) Student access to curriculum content under the Concurrent License model will be shared by all consortium member schools through a licensing agreement with contracted vendors. Curriculum content under the Student License model is student-specific and linked uniquely to the respective district. District may make a la carte purchases directly from the vendor or through Horizon reimbursement if purchasing through this Agreement.
- b) Compliance with all state and federal mandates will be the responsibility of District.
- c) District must provide, at its expense, server set up equipment (*if required*) and computers to be used by students when accessing content on-site.
- d) District will determine the individual students, their ages, and curriculum needs in providing access to virtual online content.
- e) District will participate in Professional Development and training required to ensure fidelity of program delivery. The training is provided to District by Horizon and online vendors at discounted rates and at no cost where available.

District will ensure participation by appropriate personnel. Horizon assumes no responsibility for the use of software access as applied by District.

- f) District is responsible for transcription of the online course credits for its students. Horizon is not responsible for awarding credits.
- g) Horizon recommends that assessments be conducted in a proctored setting.
- h) District will provide a primary and billing point-of-contact for communications with Horizon.
- i) District will identify quantities of each product they intend to use during the upcoming school year and will complete the Horizon Order form by June 30. Execution of the Agreement indicates a commitment by the District to purchasing products requested on the order form. Payment for these products shall be made by October 1; provided, there is no cost associated with Horizon's AP and select honors courses. Additional products can be purchased throughout the contract period upon written request of District and their acceptance of the written quote. Payment for additional products shall be made within 45 days of invoice. Failure to pay invoices on time will result in loss of discounts. Districts who are not in good standing at the end of each semester of the academic year may not renew their Horizon Consortium membership the following year.

Horizon agrees to perform the following duties and responsibilities:

- a) Horizon will negotiate contracts with vendors and purchase product for District. Horizon will invoice District the negotiated consortium state rate according to the order form submitted by District.
- b) Subject to available funding and at its discretion, Horizon may provide District with additional discounts on products purchased through the Consortium on a first-come, first serve basis. To be eligible for any additional discounts, District must submit an order form to Horizon no later than June 30, unless Horizon approves in writing the submission of an order form after June 30.
- c) Horizon will collaborate with District to coordinate professional development opportunities. Subject to available funds, Horizon may pay professional development fees at its discretion.

### III. TERM

The term of the Agreement begins July 1, 20\_\_ and terminates on June 30, 20\_\_. To continue the relationship of the parties, a new Agreement must be executed. All payments by and through Horizon are subject to agency budget approval.

### IV. STUDENT DATA ACCESSIBILITY, TRANSPARENCY, AND ACCOUNTABILITY

Horizon maintains the right to access district and student usage and success reporting data including the following: course access, student usage, course completion rates, student course disabled data, and progress by time. This data will only be used for comparative analysis and to validate modifications made throughout the school year. Individual student names and other personally identifiable information will not be used in any reporting.

V. NO AUTHORITY TO OBLIGATE

At no time during the performance of this Agreement shall District have authority to obligate Horizon for payment of goods and services. District shall not make any promise of expenditure of funds by Horizon over the amount of funds Horizon has agreed to expend for this Agreement.

VI. ASSIGNMENT

The rights and obligations of Horizon and District may not be assigned or transferred to any other person, firm, or corporation without prior written consent of all parties.

VII. DISPUTE RESOLUTION

Any claims, disputes, or litigation arising from the Agreement shall be governed by the laws of the State of Oklahoma. Venue for any action shall be in the District Court for Oklahoma County, Oklahoma.

VIII. AMENDMENTS

Any change to this Agreement must be approved in writing by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the day and year first set forth above.

**DISTRICT**

**Horizon: Digitally Enhanced Campus**

*Rebecca Wilkinson*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title