

East Central Oklahoma On-Line Consortium  
2022-2023 Cooperative Agreement

This agreement is entered into as of July 1, 2022 between  
Gordon Cooper Technology Center 63-V005 (the “Administrator) and:

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|--|--|
| Allen Public Schools District 62-I001              | Meeker Public Schools District 41-I095           |
| Asher Public Schools District 63-I112              | Mid America Technology Center 47-V008            |
| Bethel Public Schools District 63-I003             | New Lima Public Schools 67-I006                  |
| Blanchard Public Schools District 63-I003          | North Rock Creek Public Schools District 63-I010 |
| Bowlegs Public Schools District 67-I003            | Paden Public Schools District 54-I014            |
| Butner Public Schools 67-I015                      | Paoli Public Schools 25-I005                     |
| Byng Public Schools District 62-I016               | Pleasant Grove Public Schools 63-C029            |
| Chandler Public Schools 41-I001                    | Sasakwa Public Schools District 67-I010          |
| Dale Public Schools District 63-I002               | Seminole Public Schools District 67-I001         |
| Earlsboro Public Schools District 63-I005          | Shawnee Public Schools District 63-I093          |
| ElmoreCity-Pernell Public Schools District 25-I072 | Stratford Public Schools District 25-I002        |
| Harrah Public Schools District 55-I007             | Tecumseh Public Schools District 63-I092         |
| Konawa Public Schools District 67-I004             | Varnum Public Schools District 67-I007           |
| Little Axe Public Schools District 14-I070         | Wanette Public Schools District 63-I115          |
| Macomb Public Schools District 63-I004             | Wewoka Public Schools District 67-I003           |
| Maud Public Schools District 63-I117               |  |
| McLoud Public Schools District 63-I001             |  |

**RECITALS:**

A. The Cooperative Districts have determined that it is in their mutual interest to jointly pursue on-line coursework. The objective is to provide students in the cooperative districts coursework available through an on-line curriculum provider and associated support services.

B. The Cooperative Districts have selected Gordon Cooper Technology Center to act as the Fiscal Administrator (“Administrator”) and keep the accounting records of the joint program.

C. The Cooperative Districts have determined that the Administrator should obtain and enter into agreements for coursework available through an on-line curriculum provider and associated support services as necessary to further their joint undertaking. The associated costs shall be allocated among the Cooperative Districts as indicated in “Exhibit A” of this agreement.

In consideration of the mutual covenants contained herein, and intending to be legally bound, the Cooperative Districts agree as follows:

**Cooperative Agreement.** The Cooperative Districts are school districts with the authority under Okla. Stat. Title 70, § 5-117(C), to enter into cooperative agreements. The Cooperative Districts wish to enter into this

Agreement to allocate the costs of an on-line curriculum provider and the associated support services, to include but not limited to, hiring an On-Line Consortium Coordinator for the benefit of the cooperative districts and students in the cooperative districts. The Cooperative Districts have agreed to share the cost of the services in the manner set forth in “Exhibit A” of this agreement.

1. **Term.** The Term of this Agreement will begin on the date it is fully executed by all parties and will terminate on June 30, 2022. The Agreement may be renewed by agreement of the parties for successive one year terms beginning on July 1 and ending on June 30 of each year (each a “Renewal Year”).

2. **Duties of Administrator.** The Cooperative Members hereby designate and appoint Gordon Cooper Technology Center to serve as the administrative entity responsible for administering the parties’ joint on-line coursework program (the “Administrator”). The Administrator will contract with vendors, individuals, or others as needed for services relating to the on-line coursework plan (the “Contract”). The total amount of the fees and related expenses to be paid by participating Cooperative Members for FY 2023 shall be \$650 per seat. The number of seats that each Cooperative Member is responsible for shall correspond to the chart on “Exhibit A” and/or the Cooperative Member may choose to enter into a site license for any site in their district at the rate corresponding to “Exhibit B” for each site. The Administrator shall promptly submit an invoice to each Cooperative District for that District’s share of necessary fees and costs on or before September 1, 2022. All sums due from the Cooperative Districts under the terms of this Agreement shall be paid to the Administrator who shall deposit the funds into a separate account established for such purpose. Upon receipt of all remittances, the Administrator shall pay the associated fees for services rendered by vendors, individuals or others with whom an agreement is entered. The Administrator is also authorized by this Agreement to arrange for related services connected with the preparation and administration of this contract to include, but not be limited to, legal fees and costs. Additional expenses incurred by the Administrator related to this Agreement shall be charged to participating districts on a pro rata basis in the same manner as the services procured pursuant to this contract. The Administrator shall not incur any indebtedness for or on behalf of the Cooperative Districts other than the obligation to pay the fees and costs described in this Agreement.

**Duties of Cooperative Districts.** The Cooperative Districts shall be responsible for any support to students required by the OSDE Accreditation process. Said support shall include but is not limited to: providing appropriate “teacher of record” for each course offered, providing proper monitoring of on-line student progress, provide students with periodic access to on-line coursework, provide single “point of contact” for administrative aspect of the on-line coursework, participate in required training for necessary Cooperative District staff member(s), and insure that proper documents are completed and returned to appropriate Administrator provide services that exceed those provided through this cooperative agreement such as but not limited to on-line coursework and a state approved teacher of record the cost of such service will be negotiated directly with **Edgenuity and/or Odysseyware** by the respective cooperative and payable by the cooperative district directly to the approved on-line vendor:

**Edgenuity 8860 E. Chaparral Road Suite 100, Scottsdale AZ, 85250**

3. **Board of Directors.** The Cooperative Districts, for purposes of this agreement, will utilize a Board of Directors made up of one (1) representative from each participating district. The role of the Board of Directors will be to meet at least once annually to discuss and make recommendations regarding the activities associated with services provided through this agreement.

4. **Financial Arrangements.** The Cooperative Districts agree to allocate the fees and associated expenses, as described in this Agreement, among themselves based upon the amounts associated with each district's FY2022 Final ADM as indicated on Exhibit "A" and or FY2022 Final ADM for the site(s) within the district entering into a site license as indicated on Exhibit "B", as attached hereto and incorporated herein. Exhibit A shall be amended for each Renewal Term to account for changes in the number of districts, the ADM changes of said Cooperative Districts, changes in services provided, and any other pricing changes necessary.

5. **Compliance with Laws.** Each Cooperative District represents and warrants to the others that this Agreement has been duly authorized by its Board of Education, and constitutes a valid and binding agreement enforceable in accordance with its terms.

6. **Amendment.** This Agreement represents the entire understanding of the parties with respect to the terms and conditions contained herein and may be modified only by mutual agreement of the parties.

7. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which, together, shall constitute the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_

President, Board of Education

Of: \_\_\_\_\_ District

**Exhibit A**

**FY2022 East Central Oklahoma On-Line Consortium**

**Cooperative Agreement**

**Financial Participation Amount by FY2022 Final District ADM**

**Cost for per seat licenses:**

**Tier I Schools**

**5 seats x \$650 per seat = \$3,250.00 - FY2022 Final ADM between 0 – 300 ADM**

**Tier II Schools**

**10 seats x \$650 per seat = \$6,500.00 - FY2022 Final ADM between 301 – 700 ADM**

**Tier III Schools**

**15 seats x \$650 per seat = \$9,750.00 - FY2022 Final ADM between 701 – 1400 ADM**

**Tier IV Schools**

**20 seats x \$650 per seat = \$13,000.00 – FY2022 Final ADM 1401 and larger ADM or Technology Center District**

**Tier V Schools**

**30 seats x \$650 per seat = \$19,500.00 – FY2022 ADM 2,001-3,000 ADM**

**Tier VI Schools**

**50 seats x \$650 per seat = \$32,500.00 – FY2022 ADM 3,001 and larger ADM**

**\*Any schools added to the FY2022 contract shall be required to pay a “buy-in” fee equal to their tiered rate for their district ADM (see Exhibit A) . This “buy-in” fee will be good as long as the district continues as a “Cooperative District.” Any district that stops their affiliation with the on-line consortium but decides to rejoin the on-line consortium shall be required to pay the “buy-in” fee to rejoin the consortium.**

**EXHIBIT B**

**FY2022 East Central Oklahoma On-Line Consortium**

**Cooperative Agreement**

**Financial Participation Amount by FY2022 Final District ADM**

**Cost for per site license:**

**Tier I Site**

**\$12,000 FY2022 Final Site ADM between 0 – 125**

**Tier II Site**

**\$15,00.00 - FY2022 Final Site ADM between 126 – 250**

**Tier III Site**

**\$18,000.00 - FY2022 Final Site ADM between 251 – 500**

**Tier IV Site**

**\$21,000.00 – FY2022 Final Site ADM 501-750**

**Tier V Site**

**\$23,000.00 – FY2022 Final Site ADM 751-1000**

**Tier VI Site**

**\$25,000.00 – FY2022 Final Site ADM 1,001 and larger**