

East Central Oklahoma On-Line Consortium
2021-2022 Cooperative Agreement

This agreement is entered into as of July 1, 2021 between
Gordon Cooper Technology Center 63-V005 (the “Administrator”) and:

Allen Public Schools District 62-I001	Mid America Technology Center 47-V008
Asher Public Schools District 63-I112	New Lima Public Schools 67-I006
Bethel Public Schools District 63-I003	North Rock Creek Public Schools District 63-C010
Blanchard Public Schools District 63-I003	Paden Public Schools District 54-I014
Bowlegs Public Schools District 67-I003	Paoli Public Schools 25-I005
Butner Public Schools 67-I015	Pleasant Grove Public Schools 63-C029
Byng Public Schools District 62-I016	Prague Public Schools District 41-I103
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	South Rock Creek Public Schools District 63-I003
Harrah Public Schools District 55-I007	Stratford Public Schools District 25-I002
Justice Public Schools District 67C054	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	Wayne Public Schools District 47-I010
Maud Public Schools District 63-I117	Wewoka Public Schools District 67-I003
McLoud Public Schools District 63-I001	White Rock Public Schools District 41-C005
Meeker Public Schools District 41-I095	

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, 2021. 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 2021 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, 2021. 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 FY2020 Final ADM as indicated on Exhibit "A" and or FY2020 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 _____, 2021

By: _____

President, Board of Education

Of: _____ District

FY2021 East Central Oklahoma On-Line Consortium

Cooperative Agreement

Financial Participation Amount by FY2020 Final District ADM

Cost for per seat licenses:

Tier I Schools

5 seats x \$650 per seat = \$3,250.00 - FY2021 Final ADM between 0 – 300 ADM

Tier II Schools

10 seats x \$650 per seat = \$6,500.00 - FY2021 Final ADM between 301 – 700 ADM

Tier III Schools

15 seats x \$650 per seat = \$9,750.00 - FY2021 Final ADM between 701 – 1400 ADM

Tier IV Schools

20 seats x \$650 per seat = \$13,000.00 – FY2021 Final ADM 1401 and larger ADM or Technology Center District

Tier V Schools

30 seats x \$650 per seat = \$19,500.00 – FY2021 ADM 2,001-3,000 ADM

Tier VI Schools

50 seats x \$650 per seat = \$32,500.00 – FY2021 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 FY2021 Final District ADM

Cost for per seat licenses:

Tier I Site

\$12,000 FY2021 Final Site ADM between 0 – 125

Tier II Site

\$15,00.00 - FY2021 Final Site ADM between 126 – 250

Tier III Site

\$18,000.00 - FY2021 Final Site ADM between 251 – 500

Tier IV Site

\$21,000.00 – FY2021 Final Site ADM 501-750

Tier V Site

\$23,000.00 – FY2021 Final Site ADM 751-1000

Tier VI Site

\$25,000.00 – FY2021 Final Site ADM 1,001 and larger

EXHIBIT C

FY2021 East Central Oklahoma On-Line Consortium

Cooperative Agreement

Financial Participation Amount by FY2022 Final District ADM

This page must be filled out by each participating district's Superintendent and returned by email, fax, or mail to the East Central Oklahoma On-Line Consortium Coordinator by May 14, 2021 for contracts with on-line curriculum vendors.

Contract Options for _____ School District for FY 2021-2022

Exhibit A- per seat license

District ADM: _____

District Tier: _____

Number of seats purchased: _____

Number of allotted seats in Odysseyware _____

Number of allotted seats in Edgenuity _____

Exhibit B- Site licenses

Site: _____

Site ADM: _____

Site Tier: _____

Odysseyware _____ or Edgenuity _____

Additional Site

Site: _____

Site ADM: _____

Site Tier: _____

Odysseyware _____ or Edgenuity _____

Completed by: _____ Date: _____