

COOPERATIVE AGREEMENT FOR OPEN CAMPUS INITIATIVE

THIS Cyber Services Agreement (“Agreement”) is made this ____ day of _____, 2020, by and between the **WARREN COUNTY SCHOOL DISTRICT**, 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as -
----- **“WCSD” and “Participating Party”**

AND

EPHRATA AREA SCHOOL DISTRICT, 26 Marshall Street, Ephrata, PA 17522, hereinafter referred to as ----- **“EASD” and “Participating Party”**

AND

BRADFORD AREA SCHOOL DISTRICT, 150 Lorana Ave, PO Box 375, Bradford PA 16701, hereinafter referred to as ----- **“BASD” and “Participating Party”**

AND

MONTOURSVILLE AREA SCHOOL DISTRICT, 50 N. Arch Street, Montoursville, PA 17754, hereinafter referred to as **“MASD” and “Participating Party”**

AND

KANE AREA SCHOOL DISTRICT, 400 West Hemlock Avenue, Kane, PA 16735, hereinafter referred to as----- **“KASD” and “Participating Party.”**

AND

PORT ALLEGANY SCHOOL DISTRICT, 20 Oak Street, Port Allegany, PA 16743, hereinafter referred to as ----- **“PASD” and “Participating Party.”**

AND

OTTO-ELDRED SCHOOL DISTRICT, 143 R.L. Sweitzer Drive, Duke Center, PA 16729, hereinafter referred to as----- **“OESD” and “Participating Party.”**

WHEREAS, the WCSD has developed and operates an on-line instructional program administered by certified instructional personnel to provide credit and educational opportunities to students (the “Cyber Service Program”); and

WHEREAS, EASD, BASD, MASD, KASD, PASD, and OESD (collectively referred to hereinafter as the “Participating Parties”) have each entered into a separate agreement with the WCSD that governs each parties participation in the WCSD Cyber Services Program; and

WHEREAS, the Participating Parties desire to affirm their cooperative relationship as an Open Campus Initiative pursuant to 24 P.S. §15-1501-G, et. seq., with instruction being provided through the WCSD’s Cyber Services Program.

NOW, THEREFORE, intending to be legally the Participating Parties agree as follows:

1. It is hereby affirmed that the cooperative relationship between the Participating Parties is an Open Campus Initiative pursuant to 24 P.S. §15-1501-G, et. seq. with a term of one year (commencing on August 15, 2020, and terminating on August 14, 2021), with instruction being provided through the WCSD Cyber Services Program, and with each Participating Party being governed by its separate agreement with the WCSD.

2. All instruction shall be delivered under the direction of properly certified teacher.

3. As indicated in each separate agreement:

A. Students enrolled in the Open Campus Initiative and receiving instruction through the WCSD Cyber Service Program shall remain, for all purposes, students of the school district in which they reside, and said school district shall be entitled to all Commonwealth reimbursement for its students. Thus, the school district of residence shall be responsible for enforcement of compulsory attendance requirements; the determination and reporting of grades; determining grade promotion and graduation eligibility for its students; and student discipline (which may include removal from the Open Campus Initiative and the WCSD Cyber Services Program) pursuant to the school district of residence's Code of Conduct/Discipline Code.

B. Each Participating Party shall determine the minimum academic, attendance, and other eligibility requirements for its students to participate in the Open Campus Initiative through the WCSD Cyber Services Program.

C. The time students spend participating in courses offered pursuant to the Open Campus Initiative and through the WCSD Cyber Services Program shall be considered to be compliant with the compulsory attendance requirements of 24 P.S. §13-1327. Each Participating Party is responsible for the enforcement of compulsory attendance requirements for its students, and the Participating Parties agree to implement a system that accurately tracks instructional time in the WCSD Cyber Services Program similar to attendance in a school building. Each Participating Party shall be responsible for ensuring that the minimum hours of student instruction (990 hours for secondary students and 900 hours for elementary students) is met for each of its students.

D. Student data, including student assessment data, shall be attributed to the school district of residence.

E. In exchange for the fees specified in the agreement with each Participating Party (which shall be paid in their entirety to, and retained in their entirety by, the WCSD) the WCSD shall be responsible for all costs associated with the operation and maintenance of its Cyber Services Program including the costs to acquire and provide courses, the cost of paying WCSD employees and teachers to operate the WCSD Cyber Services Program, etc.

F. Courses may be added or removed at the discretion of the WCSD, with the understanding that a course shall not be removed until such time as any student that is enrolled in the course has been afforded the opportunity to complete the course.

G. Each Participating Party may remove itself as a Participating Party in the Open Campus Initiative pursuant to the termination provisions of its respective agreement with the WCSD. So long as the WCSD and at least one other Participating Party remain, the Open Campus Initiative shall remain in effect for the remainder of the one-year term.

H. Each Participating Party shall make information regarding the Open Campus Initiative and the WCSD Cyber Services Program available to parents and post it on its website.

4. Additional participating parties may be added to the Open Campus Initiative through the approval of an Addendum to this Agreement that is approved by the parties hereto. Students from non-participating school districts may participate in Open Campus Initiative Courses offered through the WCSD Cyber Services Program at the discretion of the WCSD and pursuant to the following fee schedule:

For each student enrolled, the nonparticipating party shall pay the WCSD an enrollment fee in the amount of \$2750 for a yearly full-time seat license (4 or more courses); \$1,375 for a second semester full-time seat license (4 or more courses) or, if less than 4 courses are taken, \$250 for a half credit course and \$500 for a full credit course. Summer School services can be purchased for the summer of 2021 at the following rate: \$125 for a half credit course and \$250 for a full credit course.

Pursuant to Section 3E of this Agreement, fees paid by a nonparticipating school district shall be paid in their entirety to, and retained in their entirety by, the WCSD, and the WCSD shall be responsible for all costs associated with providing the courses through its Cyber Services Program.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

EPHRATA AREA SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

BRADFORD AREA SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

MONTOURSVILLE AREA SCHOOL
DISTRICT

Secretary

President, Board of School Directors

ATTEST:

KANE AREA SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

PORT ALLEGANY SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

OTTO-ELDRED SCHOOL DISTRICT

Secretary

President, Board of School Directors