

COOPERATIVE AGREEMENT FOR OPEN CAMPUS INITIATIVE

THIS Cyber Services Agreement (“Agreement”) is made this _____ day of AUGUST, 2023, by and between the **WARREN COUNTY SCHOOL DISTRICT**, 6820 Market Street, R3ssell, 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

SMETHPORT AREA SCHOOL DISTRICT, 414 South Mechanic Street, Smethport, PA 16749, hereinafter referred to as -----**“SASD” and “Participating Party.”**

AND

NORTH EAST SCHOOL DISTRICT, 50 E Division St, North East, PA 16428, hereinafter referred to as -----**“NESD” and “Participating Party.”**

AND

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

AND

CORRY AREA SCHOOL DISTRICT, 540 E. Pleasant Street, Corry, PA 16407, hereinafter referred to as-----**“CASD” and “Participating Party.”**

AND

NORTHWESTERN LEHIGH SCHOOL DISTRICT, 6493 Route 309, New Tripoli, PA 18066, hereinafter referred to as-----“**NLSD**” and “**Participating Party.**”

AND

PERKIOMEN VALLEY SCHOOL DISTRICT, 3 Iron Bridge Drive, Collegeville, PA19426, hereinafter referred to as---“**PVSD**” and “**Participating Party.**”

AND

OIL CITY AREA SCHOOL DISTRICT, 825 Grandview Road, Oil City, PA 16301, hereinafter referred to as-----“**OCASD**” and “**Participating Party.**”

AND

HARBOR CREEK SCHOOL DISTRICT, 6375 Buffalo Road, Harbor Creek, PA 16421, hereinafter referred to as-----“**HCSD**” and “**Participating Party.**”

AND

FOREST AREA SCHOOL DISTRICT, 22318 Route 62, Tionesta, PA 16353, hereinafter referred to as-----“**FASD**” and “**Participating Party.**”

AND

IROQUOIS SCHOOL DISTRICT, 800 Tindall Avenue, Erie, PA 16511, hereinafter referred to as-----“**ISD**” and “**Participating Party.**”

AND

NORTHWESTERN SCHOOL DISTRICT, 100 Harthan Way, Albion, PA 16401, hereinafter referred to as-----“**NSD**” and “**Participating Party.**”

AND

UNION CITY AREA SCHOOL DISTRICT, 107 Concord Street, Union City, PA 16438, hereinafter referred to as-----**“UCASD” and “Participating Party.”**

AND

GIRARD SCHOOL DISTRICT, 1203 Lake Street, Girard, PA 16417, hereinafter referred to as-----**“GSD” and “Participating Party.”**

AND

FAIRVIEW SCHOOL DISTRICT, 7466 McCray Road, Fairview, PA 16415, hereinafter referred to as-----**“FSD” and “Participating Party.”**

AND

FRANKLIN AREA SCHOOL DISTRICT, 40 Knights Way, Franklin, PA 16323, hereinafter referred to as-----**“FRANKLIN and “Participating Party.”**

AND

LAKEVIEW SCHOOL DISTRICT, 2482 Mercer Street, Stoneboro, PA 16153, hereinafter referred to as----- **“LSD” 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 “Virtual Academy Services”); and

WHEREAS, EASD, BASD, SASD, NESD, PASD, CASD, NLSD, PVSD, OCASD, HCSD, FASD, ISD, NSD, UCASD, GSD, FSD, FRANKLIN, and LSD (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 Virtual Academy Services of WCSD; 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 Virtual Academy Services of WCSD.

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, 2023, and terminating on August 14, 2024), with instruction being provided through the Virtual Academy Services of WCSD, 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 Virtual Academy Services of WCSD 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 Virtual Academy Services of WCSD) 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 Virtual Academy Services of WCSD.

C. The time students spend participating in courses offered pursuant to the Open Campus Initiative and through the Virtual Academy Services of WCSD 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 Virtual Academy Services of WCSD 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) are 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 the costs to acquire and provide courses and the cost of paying WCSD employees and teachers to operate the Virtual Academy Services of WCSD.

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 Virtual Academy Services of WCSD 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 Virtual Academy Services of WCSD at the discretion of the WCSD and pursuant to the fee schedule attached hereto as Exhibit A.

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 the costs specified in Section 3E.

IN WITNESS WHEREOF, the parties have signed this Agreement and intend to be bound by this Agreement as of the date first written above. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one Agreement.

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:

SMETHPORT AREA SCHOOL DISTRICT

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GIRARD SCHOOL DISTRICT

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President, Board of School Directors

ATTEST:

FAIRVIEW SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

FRANKLIN AREA SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

LAKEVIEW SCHOOL DISTRICT

Secretary

President, Board of School Directors

EXHIBIT A

2023-2024 VIRTUAL COST OPTIONS

There are a variety of options available. Teaching services are included in pricing. Below are the costs for each service listed.

Year Full-Time Seat - \$3200 (4 — 8 credits for a student; any additional coursework will be charged the individual course rate)

Half Year Full-Time Seat - \$1700 (2nd semester only of a FT seat)

Half Credit Course - \$300

Full Credit Course - \$600

Enrollment Fee - \$50 per student (unless the district does their own enrollments)

Additional LMS Observers— \$20 an observer

Site Maintenance & Support— \$2500 (waived if enrolling 50 FT users or more)

Summer School Rates

Half Credit Course - \$200 **Credit Recovery \$150**

Full Credit Course - \$400 **Credit Recovery \$300**

Additional Offerings:

Weekly Report with Grades and Time - \$3000 every 25 students

College & Career Readiness Portfolio - \$25 per student (Bulk pricing is available based upon district needs, in addition to multiple years)

Course Creation - \$3500 per course (Creation of modified curriculum to meet district needs; up to 75 hours; additional course charge after 75 hours of work)

Course Alignment to District's Planned Instruction - \$3500 (up to 75 hours; additional course charge after 75 hours of work) **\$4500** (encompasses previous charge and includes a gap analysis and basic modifications to align; if more in-depth modifications are required further discussion will be needed to allocate pricing; district is able to modify course on their own if training is purchased)

Course Fee without VA Staff - \$80 per student (Use your teachers to back a course we are not running)

2 Hour Virtual PD Sessions - \$500