

EDUCATIONAL SERVICE AGENCY CONTRACT

This Educational Service Agency Contract (this “Contract”) is entered into by Greater Ozarks Cooperating School Districts, a Missouri nonprofit corporation (“GOCS”) and those Missouri public school districts executing signature pages attached hereto from time to time (individually, a “Participating School District,” and collectively, the “Participating School Districts”). This Contract shall be effective as to each Participating School District on the date set forth on its signature page.

Recitals

- A. RSMo. Section 162.1180 provides:
1. Any public school district or districts may designate an educational service agency, as defined in 20 U.S.C. Section 7801, for the purpose of developing, managing, and providing instructional services or programs to the participating school district or districts.
 2. The educational service agency shall be designated by contract which is to be authorized by the board of education of the participating district and shall operate pursuant to standards adopted by the state board of education.
 3. An educational service agency shall be organized as a nonprofit corporation as provided pursuant to Chapter 355, RSMo, with the method of selection of officers to be governed by Section 355.326, RSMo.
 4. An educational service agency shall be considered a political subdivision of the state as defined in Section 105.450, RSMo, with the governing board and employees subject to the conflict of interest prohibitions provided in Chapter 105, RSMo.
 5. All meetings of the governing board of the educational service agency shall be subject to the provisions of Sections 610.010 to 610.035, RSMo.
 6. Nothing in this section shall relieve a participating school district from the responsibility of providing the instructional service or program which it has contracted for through an educational service agency.
- B. 20 U.S.C. Section 7801 (17) states that the term “educational service agency” means a regional public multiservice agency authorized by State statute to develop, manage, and provide services or programs to local educational agencies.
- C. The Participating School Districts desire to designate GOCS as their educational service agency.

D. GOCSO has been incorporated as of April 30, 2015 as a Missouri nonprofit corporation pursuant to Chapter 355, RSMo, with the method of selection of its officers governed by Section 355.326, RSMo. and is willing to accept such designation.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. The foregoing recitals are incorporated herein by reference as if fully set forth.
2. Each of the Participating School Districts executing a signature page hereto has authorized this Contract and designates GOCSO as its educational service agency pursuant to the terms of RSMo. Section 162.1180. Each Participating School District acknowledges that nothing in this Contract is intended to relieve it from the responsibility of providing any instructional service or program that GSDGKC contracts to provide.
3. GOCSO accepts such designation and agrees to: (a) act as the Participating School Districts' educational service agency, (b) operate pursuant to the standards adopted by the Missouri state board of education, (c) comply with all applicable conflicts of interest prohibitions provided in chapter 105, RSMo., and (d) conduct all meetings in accordance with the provisions of Sections 610.010 to 610.035, RSMo.
4. The specific services and programs to be provided by GOCSO for the benefit of any and/or all of the Participating School Districts from time to time shall be established by way of requisition requests. Each requisition request shall set forth in detail (a) the specific services and/or programs to be delivered, (b) the proposed participants and beneficiaries, and (c) a proposed line item budget that addresses all requested services and programs including the total amount and source of all required funding. In order to be effective, the final terms and conditions of a requisition request must be agreed upon by all participants.
5. All notices and communications hereunder shall be made by way of hand delivery, first class mail or a recognized national overnight delivery service at the last known address of the recipient. All such notifications and communications shall be effective upon receipt.
6. This Contract shall remain in effect until revoked in writing by a Participating School District or GOCSO. The revocation by or as to one or more Participating School Districts shall not terminate this Contract in connection with any remaining Participating School Districts.

IN WITNESS WHEREOF, GOCSO and the Participating School Districts have entered into this Contract on the dates reflected herein.

Greater Ozarks Cooperating School Districts

By: _____ Date: _____
_____, Executive Director

[Signature Pages of Participating School Districts Follow]

DRAFT

Signature Page of a Participating School District designating Greater Ozarks Cooperating School Districts, a Missouri nonprofit corporation, as the Participating School District's Educational Service Agency:

Name of Participating School District:

Authorized Signatory for Participating School District:

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

Address of Participating School District:

Date Educational Service Agency Contract Authorized by Participating School District:
