OETC

471 High Street SE
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Salem, Oregon 97301

oetc.org
(800) 650-8250
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OETC Membership Agreement

Membership Agreement Term

Effective Date	Date of Member Signature
Expiration	June 30, 2028

Preamble

Organization for Educational Technology and Curriculum (hereinafter “OETC”) with its principal place of business at 471 High Street SE, Suite 10, Salem, Oregon 97301, a separate administrative entity created by the public and political subdivision members of their respective states, and Member Institution, identified on the electronic signature page, hereby agree to enter into this agreement for the cooperative and joint purchasing of the following, but not limited to software, hardware, services, furniture, supplies and other equipment (Agreements) subject to the following terms and conditions.

Responsibilities

1. **Membership Services Provided by OETC**. Upon receipt of the Annual Membership Fee and signed OETC Membership Agreement by the Main Technology Contact, OETC agrees to provide the Member access to Procurements and Awards governed by the terms and conditions set forth in this agreement, and the following:

    a. OETC agrees to provide allocation, administration and tracking of software licenses purchased from Vendor Agreements.
    b. OETC agrees to disseminate information about Contracts to the Member in a timely fashion.
    c. OETC agrees that the Member reserves the right to contract independently for the purchase of any class of goods or services.
    d. OETC agrees to provide various optional activities, services and resources to promote the use of technology in the classroom and curriculum.

2. **Member Responsibilities**. Upon receipt of the Annual Membership Fee and signed OETC Membership Agreement by the Main Technology Contact, Member agrees:

    a. Not to use Contracts to leverage or secure better or equal pricing from competing vendors.

b. That all purchases from Contracts, unless specifically excepted by OETC, will be made only for the direct use of the Member and not be made on behalf of any third party or for resale.
c. To the terms and conditions of the Contracts and End User License Agreement (EULA), when applicable. A EULA is applicable when an OETC Member purchases the manufacturer's product.
d. To accept responsibility for compliance with any additional or varying laws and regulations governing purchases they make. OETC makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating Member.
e. To not copy, distribute, or transfer any licenses acquired from the Contracts without the expressed written permission of OETC.
f. To suggest to OETC prospective products and their estimated demand.
g. To establish policies internally to provide assurance that the terms and conditions of this Agreement and the Vendor Agreements utilized by the Member are fulfilled.
h. To designate a Main Technology Contact person for OETC to manage distribution of:

    i. Product purchased by the Member,
    ii. Information about Vendor Agreements,
    iii. Information about OETC activities, resources and services supporting the effective use of technology in education.

Terms and Conditions

1. **Eligibility**. Membership in OETC is open to any accredited Educational Institution, Library, and Professional Organization whose primary purpose is education. This includes, but is not limited to, public K-20 school districts, state-recognized private schools, community colleges, two and four year universities and colleges, educational service districts, professional educational organizations exclusively serving educators of K-12 and Hi-Ed students, and state agencies responsible for the administration of public education. OETC reserves the right to evaluate all membership applications and make a determination of eligibility at its sole discretion. OETC may require additional documentation or evidence supporting accreditation or qualification for OETC membership. Failure to provide sufficient documentation or maintain qualification annually may result in suspension and termination of membership.

2. **Membership Fees.** Membership fees are set annually by a vote of OETC's Board of Directors. Current membership fees may be found at oetc.org. OETC members must pay the fee annually.

3. **Term, Renewal and Termination.** Unless terminated earlier, as provided in this Agreement, the initial term of this Agreement shall commence on the date of membership signature and run until the date identified in the "Expiration" field at the top of this document.

    a. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event the other is in material breach of this Agreement. In the event notice is given terminating this Agreement by the Member, the due date of all outstanding OETC invoices shall be accelerated so that they become due and payable as of the date of notice of termination.

    b. The decision by the Member to not pay the Annual membership Fee shall be construed by OETC as the Member's notice to terminate this Agreement. The Member may rejoin OETC at any time during this agreement by paying the Annual membership Fee.

4. **Governance.** Public Members of OETC nominate and elect directors to sit on the OETC board. The OETC board governs OETC including, but not limited to, hiring, evaluating and retaining the Executive Director.

5. **Severability & Modification.** If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement. Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

6. **Waivers and Assignments.** A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or a

different kind. The Member may not assign, in whole or in part, this Agreement without OETC's prior written approval.

7. **Entire Agreement.** This Agreement supersedes all previous agreements and representation of, between or on behalf of the parties. This Agreement contains all of OETC's and the Members' agreements, warranties, understandings, conditions, covenants, and representations. Neither OETC nor the Member will be liable for any agreements, warranties, understandings, conditions, covenant, or representation not expressly set forth or referenced in this Agreement. The OETC may refuse any different or additional provisions in Purchase Orders, invoices or similar documents and such refused provisions will be unenforceable.

8. **Governing Law and Notice.** This Agreement will be governed and interpreted under the laws of the state of the OETC Member. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of a actual receipt or ten (10) days after being sent by US Postal mail to OETC's address identified on page one (1) of this Agreement or to the email address help@oetc.org. Similarly notice will be given to the Member's billing address or to the Member's Main Technology Contact's email address. Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

9. **Purchases.** Orders for products offered by resellers through OETC's Contracts may commence upon acceptance of this agreement by both parties. Orders may be sent to OETC online, via email or fax. Substitutions for requested items will not be made unless prior approval is granted by the Member. All the Member orders will be shipped to the appropriate shipping address unless noted otherwise.

    a. Most items are shipped via UPS Ground courier service or equivalent. For Members residing where UPS Ground courier service is not available, Members that reside outside the contiguous United States, or that Members that request rushed delivery, additional shipping charges may incur.

    b. Prices and availability of Contracts may change at any time with or without notice. Prices are updated regularly on the OETC web site. Quotes given by phone or in writing are good for twenty (20) business days or as specified on the quote, whichever period is longer. All ordered product is the responsibility of OETC until accepted by the Member. Items that have been used, opened, or installed are not returnable unless defective. No returns will be accepted after thirty (30) days.

    c. Duplicate orders received by OETC will be processed as original and binding orders unless clearly marked otherwise.

    d. Orders must be accompanied by an approved form of payment, which may include a Purchase Order, check, credit card, debit card, or procurement card. OETC may elect to apply a "cash discount" which would apply to non-credit card, debit card, and procurement card orders. Use of these cards to purchase items through OETC is optional.

e. OETC has an online purchasing system available for use by Members. Authenticated orders received through such a system will be treated as original and binding orders from the Member. Participation in such an online purchasing system is optional, and may be declined upon written notice to OETC at any time.

10. **Payments and Ordering**. All OETC invoices will be paid by the Member within thirty (30) days after delivery and acceptance of product, or receipt of invoice, whichever is sooner. The Member shall bear all applicable taxes on product ordered from OETC. The Member's failure to make timely payments may result in revocation of credit, stoppage of shipment, delay or cessation of future deliveries, and termination of this Agreement, or any one or more of these. OETC shall have no continuing obligation to deliver product on credit, and any credit extended to the Member may be withdrawn by OETC at any time with notice. All orders must be submitted on the OETC web store or submitted as a valid Purchase Order by mail, fax or email (help@oetc.org).

11. **Public Procurement Procedure**. OETC is a separate entity formed the by the public educational institutions, who are political subdivisions of their respective states. OETC solicits competitive contracts with various vendors for the purchase of furniture, supplies and equipment. OETC agrees to extend the terms and conditions of said contract(s) to the Member, to the extent permitted by law, and agreed upon by all parties. OETC represents and warrants it has complied with its statutory requirements under Oregon law regarding notice for bids or proposals for goods or services subject to this Agreement. OETC further represents and warrants it posted the bids or solicitation on a website established and maintained by OETC, for the purposes of posting public notice of bids or proposal solicitations for OETC's technology purchasing contracts and programs. To purchase furniture, supplies and equipment under the vendor contract(s), Member shall send a purchase order directly to OETC, the vendor(s) or vendor's subcontractors that are furnishing specified furniture, supplies and equipment to the Purchasing Agency depending on the terms of the specific contract. The manner of financing the furniture, supplies and equipment purchased under this Agreement shall be through budgeted funds or other available funds of the Purchasing Agency. Said Purchasing Agency shall be responsible for all budget and accounting procedures related to its purchases.

E-Rate Statement of Agency

E-Rate Statement of Agency only applies to public K12 and public Library members of OETC. It does not apply to any other member.

1. OETC E-Rate Qualified Member hereby authorizes OETC to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the OETC Member.

2. OETC E-Rate Qualified Member understands OETC submits submitting these forms on their behalf, and makes certifications for the OETC Member including the following:

    a. OETC E-Rate Qualified Member have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. OETC E-Rate Qualified Member recognizes that some of the aforementioned resources are not eligible for support. OETC Member certifies that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Membership Agreement, that the entities OETC E-Rate Qualified Member represents have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

    b. OETC E-Rate Qualified Member purchases at discounts provided by 47 U.S.C.§ 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).

    c. OETC E-Rate Qualified Member certifies that our entity has complied with all program rules and acknowledges that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. OETC E-Rate Qualified Member acknowledges that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

    d. OETC E-Rate Qualified Member acknowledges that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

    e. OETC E-Rate Qualified Member certifies that OETC E-Rate Qualified Member will retain required documents for a period of at least ten years after the last day of service delivered. OETC E-Rate Qualified Member certifies that they will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, OETC E-Rate Qualified Member will make such records

available to the Administrator. I acknowledge that they may be audited pursuant to participation in the Schools and Libraries (E-rate) Program.

f. OETC E-Rate Qualified Member certifies that they are authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Membership Agreement. OETC E-Rate Qualified Member certifies that they are authorized to make this request on behalf of the eligible entity(ies) covered by this OETC Membership Agreement, and that the entities that will be receiving discounted services under this Agreement pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

g. OETC E-Rate Qualified Member acknowledges that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. OETC E-Rate Qualified Member will institute reasonable measures to be informed, and will notify USAC should they be informed or become aware that the OETC E-Rate Qualified Member or any of the entities, or any person associated in any way with the OETC E-Rate Qualified Member entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

h. OETC E-Rate Qualified Member certifies that, to the best of it's knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. OETC E-Rate Qualified Member acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

i. OETC E-Rate Qualified Member certifies that they are authorized to sign this Membership Agreement and, to the best of their knowledge, information, and belief, all information provided to OETC for E-rate submission is true.

Definitions

Agreement. This Membership Terms and Conditions Agreement and any documents incorporated herein by reference.

Annual Membership Fee. The fee paid by each institution for maintaining membership with OETC. Annual Membership Fees are listed in the Membership Fees section of the OETC Membership Terms and Conditions document or at oetc.org/join-oetc/.

Award. An agreement between a respondent to a solicitation and OETC at the conclusion of the solicitation.

Contract. A Vendor Agreement between the OETC membership and an educational technology provider. Contracts are the result of a sealed Request for Proposal (RFP) or Request for Quote (RFQ). All contracts are published OETC's website at oetc.org/procurements.

Educational Institution. Incorporated or governmental not-for-profit entity with the purpose of providing direct instruction to students in grades K-20 applicable towards a degree recognized by an independent accreditation organization.

EULA. End User License Agreement, representing the standard terms and conditions of a manufacturer that govern the use of a software license.

Executive Director. The employee hired by the membership via the OETC Board of Directors to execute the vision of the organization.

Main Technology Contact. An authorized representative of the Member, designated in the online membership application. The Main Technology Contact person is responsible for the implementation of this Agreement by the Member. The Main Technology Contact must be the Chief Technology Officer or equivalent for the Member.

Member. An accredited educational institution, both public and private, serving students in grades K-20 who has agreed to the OETC Membership Terms and Conditions and paid any necessary Annual Membership Fees.

Non-Voting Member. A subset of Members with reduced privileges in the consortium. A Non-voting member is not entitled to vote on matters brought before the membership, elect board members, or influence the direction of the consortium.

OETC E-Rate Qualified Members. An OETC E-Rate Qualified Member is a

a. OETC Public K12 Member who falls under the under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding $50 million.
OR
b. OETC Library Member who is eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996, Pub. L. No. 104-208, § 211 et seq., 110 Stat. 3009 (1996) and do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary, secondary schools, colleges, or universities).

Procurement. Collection of Awards from a particular solicitation.

Purchase Order. A Member's official purchase document used to place an order for goods or services with specifications and requirements of the order. Purchase Orders (POs) must contain the signature of an authorized representative of the Member.

Solicitation Refers to a formal procurement procedure such as Request for Proposals, Invitations to Bid, Request for Quotes, or Sole Source

Vendor Agreements. Licensing and product fulfillment agreements reached on behalf of OETC Members by OETC. These agreements provide low-cost certainty and equity, exemplified by Contracts arising from Request for Proposals (RFPs).

OETC Membership Agreement Signature

Bethel School District #403

Member Institution

CIO / Technology Director Contact

Michael Christianson

Name

Chief Technology Officer

Title



Signature

05/23/2023

Date

CONTRACT APPROVAL REQUEST

BSD 2223-6826
Board Approval Yes
Board Date 04/25/2023

Requestor: Janae Hawkins Ext.: 6719 Date: 04/14/2023
Print Name

Location: Technology **Refer** to Contract Agreement Process Instructions for the contract destination located on the Business Office webpage.

Required Data	Complete This Column
Vendor name or name of	OETC
Vendor ***email address, contact name*** and ***phone number.*** Vendor ***mailing address*** (If not on contract)	Contact: Zoë Chan-Tuyum Phone: 800-650-8250 Signer's email: zchantuyub@oetc.org Address: 471 High St SE, Ste 10 City, State, Zip: Salem, OR 97301
Detailed description of the purpose for this contract. ***Answer the who, what, when and where***	OETC K12 membership renewal for 2023-2024
Duration of Contract	Start Date: 06/30/2023 End Date: 06/29/2024
Auto Renewal Clause? No	Renewal Terms Annually
Contract amount OR Increase amount including any taxes.	Specify the contract amount or increase amount 350 Enter total contract amount to-date here
BSD department or location	Technology
Name of the administrator	Michael Christianson
Source of funds. **Not** the fund name	Department
Expenditure budget code. Example: 10 E 530 0100 27 5000 3050 3050 0000 0	10 E 530 9700 13 7810 0460 0330 0000 0

School Level		Policy 6260 Procedure 6260PR	Department Level (Area of Responsibility)	District Level
$0 - $15,000	Less Than $1,000,000		Less Than $1,000,000	$1,000,000 or More
Principal	Exec. Dir. of Education		Director or Above	Superintendent/Designee

DEPARTMENT Level - Director or Above

It is the responsibility of the budget authority to ensure there is budget capacity.

Michael Christianson — ***Print Name***

mjc — ***Signature* (Administrator)**

04/14/2023 — ***Date***

FOR VENDORS ONLY

Click here for instructions on how to upload a signed contract and return this form

BSD 2223-6826

oetc.org
help@oetc.org
(800) 650-8250

471 High St. SE
STE 10
Salem, OR 97301

Quote Number	00002206	Due Date	6/30/2023
Quote Name	OETC Membership Renewal 2023-2024	Renewal Term	6/30/2023 - 6/29/2024

Account Name	Bethel School District 403
Bill To	516 176th Street East Spanaway, Washington 98387 United States

Product	Product Code	Quantity	Sales Price	Total Price
OETC K12 (2001+ students) Membership for 2023-2024	OETC-KHX-24	1.00	$300.00	$300.00

Subtotal	$300.00
Tax	$28.20
Credit Card Fee	TBD
Grand Total	$328.20

Current OETC Members

Search members

Member Name	State	Type	Member Since
AVID Center	California	Professional Organization	2016
Aberdeen SD 58	Idaho	K-12	2000
Abiqua Academy	Oregon	K-12	2000
Absarokee Public Schools	Montana	K-12	2014
Alaska EXCEL Inc.	Alaska	Professional Organization	2021
Alaska Gateway SD	Alaska	K-12	1999
Alaska Pacific University	Alaska	Higher Education	1998
Albany Christian School	Oregon	K-12	2007
All Saints School	Oregon	K-12	2004
Alliance Charter Academy	Oregon	K-12	2006
Alliance for Equity in Montessori Education	Oregon	K-12	2022
Alternative Youth Activities	Oregon	K-12	2021
American College of Healthcare Sciences	Oregon	Higher Education	2017
American Falls School District	Idaho	K-12	2009

Member Name	State	Type	Member Since
American Heritage Charter School	Idaho	K-12	2013
American Home Schools	Georgia	Professional Organization	2021
Amity SD 4J	Oregon	K-12	1997
Anacortes SD	Washington	K-12	2014
Anchorage Christian Schools	Alaska	K-12	2014
Anchorage SD	Alaska	K-12	1998
Annette Island SD	Alaska	K-12	2001
Annie Wright Schools	Washington	K-12	2021
Anser Charter School	Idaho	K-12	2017
Archdiocese of Portland	Oregon	K-12	1997
Arco Iris School	Oregon	K-12	2014
Arlee SD8J	Montana	K-12	2012
Arlington SD 16	Washington	K-12	2011
Arock School District	Oregon	K-12	2012
Arthur Academy	Oregon	K-12	2016
Ashbrook Independent School	Oregon	K-12	2011
Ashland Public School	Montana	K-12	2023
Ashland SD5	Oregon	K-12	1994
Assistive Technology of Alaska	Alaska	Professional Organization	2004
Association of Alaska School	Alaska	Professional	2018

Member Name	State	Type	Member Since
Boards		Organization	
Assumption - St. Bridget School	Washington	K-12	2018
Astoria SD 1C	Oregon	K-12	1996
Atlantic International University	Hawaii	Higher Education	2011
Auburn SD408	Washington	K-12	2003
Augusta Public School	Montana	K-12	2003
Avery School District	Washington	K-12	2008
Bainbridge Island School District	Washington	K-12	2008
Bainville Public School		K-12	2022
Baker Public Schools	Montana	K-12	2004
Baker SD 5J	Oregon	K-12	1994
Baker Web Academy	Oregon	K-12	2011
Bandon SD 54	Oregon	K-12	1996
Banks SD	Oregon	K-12	1994
Battle Ground SD	Washington	K-12	2004
Beaverhead County High School	Montana	K-12	2004
Beaverton SD	Oregon	K-12	1994
Belgrade SD 44	Montana	K-12	2002
Bellevue School District	Washington	K-12	2011
Bellingham SD #501	Washington	K-12	2013
Bellingham Technical College	Washington	Higher Education	2015

Member Name	State	Type	Member Since
Belt SD 29	Montana	K-12	2014
Bend Metro Parks and Rec	Oregon	Professional Organization	2005
Bend/LaPine SD	Oregon	K-12	1996
Bertschi School	Washington	K-12	1999
Bethany Lutheran College	Minnesota	Higher Education	2018
Bethel SD52	Oregon	K-12	1994
Bethel School District 403	Washington	K-12	2012
Bethlehem Lutheran School	Washington	K-12	2006
Big Horn County School District #2	Wyoming	K-12	2018
Big Sky Special Needs Cooperative	Montana	Professional Organization	2021
Blachly SD 90	Oregon	K-12	1996
Black Butte School District #41	Oregon	K-12	2000
Blackfeet Early Childhood Center	Montana	K-12	2015
Blaine County SD #61	Idaho	K-12	1998
Blanchet Catholic School	Oregon	K-12	1994
Bliss SD 234	Idaho	K-12	2014
Blue Creek SD #3	Montana	K-12	2007
Blue Mountain Community College	Oregon	Higher Education	1996
Bonner SD14	Montana	K-12	2002

Member Name	State	Type	Member Since
Bonneville Joint SD 93	Idaho	K-12	1998
Boulder Elementary School District 7	Montana	K-12	2018
Boundary County School District 101	Idaho	K-12	2022
Bozeman Public Schools	Montana	K-12	1997
Bremerton SD	Washington	K-12	2012
Bridger High School	Montana	K-12	2017
Bristol Bay Borough SD	Alaska	K-12	2001
Broadus Public Schools	Montana	K-12	2016
Broadview SD 21J	Montana	K-12	2005
Brockton School District	Montana	K-12	2015
Brookings-Harbor SD	Oregon	K-12	1997
Browning SD #9	Montana	K-12	2014
Bruneau-Grand View School District	Idaho	K-12	2017
Buena Vista SDA School	Washington	K-12	1999
Buhl School District #412	Idaho	K-12	2021
Burlington-Edison School	Washington	K-12	2015
Bushnell University	Oregon	Higher Education	1996
Butte County School District	Idaho	K-12	2007
Butte Falls SD	Oregon	K-12	1996
Butte School District 1	Montana	K-12	2018

Member Name	State	Type	Member Since
C.S. Lewis Academy	Oregon	K-12	1998
COIC	Oregon	K-12	2004
COSA	Oregon	Professional Organization	2000
CUEnet	Oregon	Professional Organization	2011
Caldwell SD 132	Idaho	K-12	2000
California Department of Education	California	State Department of Education	2012
Camas County SD 121	Idaho	K-12	1998

1 2 3 4 5 Next Last

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