

AGREEMENT

01 - 31 - 004

This Agreement is made and entered into this 1st day of September, 2014, by and between Northwest Educational Service District, hereinafter referred to as "NWESD" and the Lake Stevens School District No. 004 hereinafter referred to as "District".

WHEREAS, NWESD is authorized to provide services to school districts by RCW 28A.310.010;

WHEREAS, NWESD has formed the Northwest Regional Data Center (NWRDC) cooperative;

WHEREAS, the District and NWESD under RCW 28A.520.080, RCW 28A.310.200, and RCW 39.34.080 are empowered to enter into agreements for Interlocal agreements and cooperative service programs; and,

WHEREAS, the District desires to enter into a cooperative service agreement with NWESD;

IT IS HEREBY AGREED that NWESD shall receive funds from the District and shall expend such funds for the purpose of providing information systems services through the Northwest Regional Data Center ("NWRDC" hereinafter) and the Washington School Information Processing Cooperative ("WSIPC" hereinafter) in accordance with the terms and conditions set forth herein:

1. TERM OF AGREEMENT

This agreement shall be effective from September 1, 2014 to August 31, 2015, and shall be automatically renewed from year to year thereafter with the subsequent fee schedules and service revisions as adopted by the NWRDC unless the District gives written notice of its election to modify its service options or Agreement termination at least one hundred and twenty days (120) prior to August 31, 2015, or at least one hundred and twenty days (120) prior to August 31 of any year thereafter, or unless the agreement is terminated in accordance with paragraph 12 herein. The District may extend the term of services beyond the end of the Year in which notice of termination is given for an initial extension period of a minimum of six (6) months.

2. MEMBERSHIP IN NORTHWEST REGIONAL DATA CENTER

The District shall become a full member of the NWRDC effective September 1, 2014. Membership shall entitle the District to nominate candidates and vote for representatives on the NWRDC Executive Committee. The NWRDC shall be a part of and function through NWESD.

3. INFORMATION SYSTEM SERVICES

During the term of this agreement, NWESD agrees, through the NWRDC, to provide to the District information system services as set forth in Appendix "A", which outlines the software, service levels, roles and responsibilities of the NWRDC to the District in support of student, business and personnel related software packages offered by WSIPC including software support, amount and method of customer support, performance levels, and availability of staff, of this Agreement.

4. PROGRAM DEVELOPMENT

NWESD agrees that priority in the development of new applications services by WSIPC shall be in accordance with the expressed direction of the WSIPC Board operating under their bylaws.

5. COST TO THE DISTRICT

During each Year of the Term, the WSIPC fee will be incorporated into the total fee collected by the NWRDC. The WSIPC fee is established by the WSIPC Board of Directors and the NWRDC fee is approved by the member districts' superintendents.

The annual cost to the District for services provided under this Agreement will be determined pursuant to paragraph 5.a., 5.b., or 5.c. If the enrolled student FTE is less than 220, paragraph 5.a., 5.b., or 5.c. shall be calculated using 220 FTE. This cost includes amounts for sales use or other similar taxes related to the services provided herein. One twelfth of the annual cost will be invoiced for the first ten months of the agreement. The Student FTE count shall be the average annual FTE for 2013-2014 for the first ten payments. A final adjustment shall be made to the actual average annual FTE for 2014-2015 on the July and August payments.

- 5.a. The Fiscal Service Fee shall be \$30.93 per annual student FTE allocated as follows: \$12.94 NWRDC fee plus \$17.99 WSIPC fee.
- 5.b. The Student Service Fee shall be \$25.66 per annual student FTE allocated as follows: \$14.77 NWRDC fee plus \$10.89 WSIPC fee
- 5.c. The Full Service Fee shall be \$41.26 per annual student FTE allocated as follows: \$23.27 NWRDC fee plus \$17.99 WSIPC fee

6. RIGHT TO PARTICIPATE IN JOINT PURCHASES

As authorized by RCW 28A.320.080 (3) and RCW 28A.310.180 (3) (currently existing or hereinafter amended), group purchasing and/or bidding for data processing equipment and/or services, or related equipment and/or services, may be part of the activities of the NWRDC and WSIPC cooperatives. Formal bidding will occur when necessary to satisfy RCW 28A.335.190 (currently existing or hereinafter amended), which is the statute

establishing bidding procedures required of school districts. Members of these cooperatives may, at their own option, participate in the bidding/purchasing aspect of the NWRDC Cooperative, but will not be required to do so for any particular item(s).

7. CONFIDENTIALITY

All materials furnished to the NWRDC and the WSIPC by the District pursuant to this Agreement, including but not limited to: source data, computer files, reports, listings and computer programs, shall remain the property of the District and shall not be disclosed to third parties except by written consent of the District.

The NWRDC and WSIPC will use reasonable security procedures and protections to assure that District material is not disclosed to third parties without written consent of the District, with the exception of the Washington State Auditor, Washington State Legislature, and the Office of the Superintendent of Public Instruction may be given such records as they request except for information governed by legislation on confidentiality of personnel records.

8. ACCESS TO PUBLIC RECORDS

No records of the District shall be made available for public inspection or copying by the NWRDC, NWESD, or WSIPC without express written authorization of the District. Requests pursuant to RCW 42.17 for inspection or copying of public records of the District, held or maintained by the NWRDC shall be referred to the District.

9. RIGHTS IN COMPUTER SOFTWARE

During the term of this agreement, the District agrees that it shall safeguard all Skyward, Inc., NWRDC, and WSIPC proprietary materials as set forth under "Grant and Limitations" in Appendix "A", Section III.D., of this Agreement.

10. PERFORMANCE AND BONDING

NWESD shall not be liable for inadequate services or errors caused by inaccurate or inadequate input data, programs or other software furnished by the District.

11. DISPUTES

Any dispute, claim or grievance arising out of or relating to the interpretation or application of this Agreement shall be resolved by a three-member committee. The representatives shall be selected by NWESD and the district, each selecting one representative. Thereafter, the NWESD's representative and the District's representative shall select an impartial third party who shall serve as the third member of the committee. This dispute resolution committee shall be guided and limited by the terms and conditions expressly delineated in this Agreement.

12. TERMINATION FOR BREACH

If either party fails to comply with the terms and conditions of this agreement, the other party upon thirty (30) days prior written notice to the breaching party may terminate this agreement.

13. INTERLOCAL AGREEMENT

This agreement provides authority in addition to those vested by RCW 28A.310.200 and RCW 28A.320.080, is be deemed to be in satisfaction of the provisions of RCW 39.34, and is deemed a contract pursuant to RCW 39.34.080.

39. ASSIGNMENT

This agreement may not be assigned by either party without written consent of the parties.

15. WAIVER AND SEVERABILITY

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

The parties acknowledge that they have read and understand this Agreement, including any supplements or attachments hereto, and do agree thereto in every particular. The parties further agree that this agreement, together with all appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement. This agreement may be modified or amended with the mutual consent of the parties. With the signatures below, the parties indicate that they have the legal authority to obligate their respective agency to the terms and conditions contained herein.

Lake Stevens School District No. 004 elects to contract for (**check one**):

Fiscal Services ()

Student Services ()

Full Services

By: Jessie Mai

Title: Assistant Superintendent

Date: 5/30/14

NWESD

By: Dr. Gerald W. Jenkins

Title: Superintendent

Date: 6/16/17

Appendix A

Software and Systems: Services and Support 2014-2015 Contract Year

The following services are currently available to member districts. Every member of the NWRDC may contract for Fiscal/HR Services, Student Services or Full Services, which means Fiscal/HR and Student Services.

I. WESPac Financial Management and Human Resources (FMS) Services

- A. All documents will be distributed electronically and / or provided at training sessions.
- B. For 2014-2015, the WESPac FMS for converted sites includes:
 - See Addendum 1: FISCAL PRODUCT LINE; HUMAN RESOURCES PRODUCT LINE
 - See Addendum 1: CROSS APPLICATION PRODUCTS; OTHER PRODUCTS

II. WESPac Student Management System (SMS) Services

- A. All documentation will be distributed electronically and / or provided at training sessions.
- B. For 2014-2015, the WESPac SMS includes:
 - See Addendum 1: SPECIAL PROGRAMS PRODUCT LINE: STUDENT PRODUCT LINE
 - See Addendum 1: CROSS APPLICATION PRODUCTS; OTHER PRODUCTS

III. Support Services

A. Consulting and Coordination Services

NWRDC Coordination services are available to employees of the District for the Application Service under contract. This service includes telephone response, formal classroom training, on-site training, user documentation materials and consulting in conjunction with the implementation of WSIPC's Legacy and WESPac software. When the District contracts with outside consultants, it is recommended that these consultants attend relevant training.

B. Data Transportation

The NWRDC assumes responsibility and cost to deliver computer output via United Parcel Service to a single designated drop-off location within each District. Districts choosing delivery to multiple drop-off points are billed for this added service. Each district may elect to pick up their output at the NWRDC operations center. Data shipped to the operations center is the responsibility of the District.

C. Delivery

WSIPC in conjunction with the NWRDC will ensure the software delivered complies with state reporting, budgeting and personnel retirement systems. WSIPC will install the software at our local site. All software modules supported under this agreement by both WSIPC and the NWRDC is documented in Addendum 1.

D. Grant and Limitations

WSIPC grants to the School District a nontransferable, nonexclusive license during the Term to use the Software and Documentation to aid in School District data operations. The School District will not disclose or make available any software or documentation associated with this agreement to any parties or persons not using the same on behalf of the School District. Nor will the School District change, modify or alter any software without prior written permission from the Cooperative and shall not infringe or violate any vendor license agreements WSIPC has entered into on their behalf. Vendors working on behalf of the Districts and requiring access to data or software provided by the Cooperative will be required to sign a Non-Disclosure Agreement with WSIPC.

Appendix A

E. Paper and Special Forms

NWRDC reserves the right to bill the school districts for paper usage beyond approved levels as determined by the NWRDC Executive Committee. Additional fees will be levied for anything beyond that limit. Paper and special forms used in the district on terminals, personal computers and other office machines are provided by the district.

F. Service Continuity

In the event of complete failure of the centralized hosting provided by the Cooperative a failover system is in place for core software and data systems. Backup or redundant capacity exists for database, servers and network. This failover capacity will only be utilized for dramatic and sudden system failure of the primary hosting center, but will not be utilized during normal, routine, or scheduled down time.

G. Service Request

To request support during Normal Support Hours (7:30 a.m. to 5:00 pm) the following points of contact will be used:

Finance/HR;	425-349-6560	nwrdcfiscalsupport@nwrdc.net
Student;	425-349-6570	nwrdcstu@nwrdc.net
Operations:	425-349-6666	

H. Software Documentation

Documentation associated with the software modules installed will be available in digital and/or printed forms as desired by the Data Center and School District. Documentation will be regularly updated to ensure it remains current and relevant.

I. Software Updates

WSIPC agrees to keep current with vendor released versions of the licensed software and will install updates on a scheduled timeline approved by WSIPC governance and communicated to NWRDC and School Districts.

J. State Reports

All data reports required by the state which impact 50 percent or more of the districts shall be provided by the Cooperative at no additional fee. The Cooperative and NWRDC will work with the state agencies to gather requirements on the data required. The released state reports will be tested to ensure compliance with state requirements. Any changes to the state reports will be communicated with the School Districts.

K. System Availability

The Data Center computer systems will be available as noted below for processing from Monday through Friday except for scheduled and emergency maintenance periods. The computer systems are available on weekends for processing. However, there is no staff on site. Nightly backups occur for all WESPac related data bases. If a system problem does occur over a weekend, there is the possibility of downtime throughout the rest of the weekend. A schedule of maintenance weekends (three times a year) is provided annually and is also posted on the NWRDC website.

Normal Support Hours: Monday - Friday; 7:30 a.m. to 6:00 p.m.

Defined as hours during which elective downtime can be scheduled with one (1) week's notice. End user has availability to the application. Individual components of a redundant group may be unavailable (single MetaFrame or Web server). Approval required by the Data Center Director and WSIPC Operations department heads. Advance communication will be sent to the Data Center Director and WSIPC Operations departments. At the conclusion of downtime communications will be sent to this same group.

Appendix A

Late Night: Monday - Sunday; 11:00 p.m. to 6:00 a.m.

Defined as hours during which backups system reboots and maintenance can occur. Elective downtime may be scheduled with same-day notice. Services may be unavailable. Approval required by the WSIPC Operations department heads. Advance communication will be sent to the Data Center Director and WSIPC Operations departments. At the conclusion of downtime, communication will be sent to this same group.

Release Weekend: Saturday; 3:00 A.M. - 9:00 P.M.

Defined as monthly period during which application software, hardware and operating system maintenance is performed. Expect services to be unavailable. Approval required by the Data Center Director and WSIPC Operations department heads. At the conclusion of downtime communication will be sent to all data centers and WSIPC Operations departments. The approved annual downtime is provided on the NWRDC Website, the WSIPC Website and in the weekly messages to member districts.

L. Response Times

NWRDC maintains a phone / e-mail support administrator during normal working hours. This individual monitors and assigns all client contacts to ensure timely responses.

At any time an issue is determined critical, the client will be notified within one hour of its status and every two hours thereafter.

Critical: Productivity has stopped. The client is functionally down and cannot continue work. Data is corrupted. Immediate attention required to manage political impact. Financial controls impaired. Security of the system has been compromised.

WSIPC and the Data Center will work diligently to resolve any Critical incidents. Staff shall work extended hours and the expectation is that the District staff who originated the incident remain available to participate in resolution of the incident. The established goal for Critical tickets is that it will be resolved within 24 hours.

M. Terminal Communications

The District assumes responsibility for the costs and support of hardware, telecommunication software, and telecommunication connection costs to the access points established by the NWRDC. NWRDC provides Active Directory WESPaC account management for member districts as well as provides member districts' network analysis and troubleshooting support, including PacketShaper analysis and Citrix support.

N. Training

NWRDC will train and support the end users in a District. Training may be offered at a designated training site, via K-20 or other means utilizing technology that is to the advantage of the NWRDC and the Cooperative. The NWRDC will offer consistently scheduled and on-going training to member School Districts.

O. Workstation Configuration

School District Workstation Configuration requirements for devices and their software utilized by School District personnel to access Cooperative software modules will be documented in Addendum 2.

Appendix A

IV. Optional Software and Services Offerings (OSSO)

The Cooperative may provide additional software and services to enhance or supplement WSIPC's standard offerings. The costs for these services are often in addition to the normal FTE fee. Refer to Addendum 3 for the current listing of software and services.

V. Additional Services

Member districts may contract with the NWRDC for special projects, which are not covered in the above services. Such services shall be provided under the policy and rates adopted by the NWRDC Executive Committee and based on the availability of staff.