

AGREEMENT

01 - 17 - 409

This Agreement is made and entered into this 1st day of September, 2009, by and between Northwest Educational Service District 189, hereinafter referred to as "NWESD 189", and the Tahoma School District No. 409 hereinafter referred to as "District".

WHEREAS, NWESD 189 is authorized to provide services to school districts by RCW 28A.310.010;

WHEREAS, NWESD 189 has formed the Northwest Regional Data Center (NWRDC) cooperative;

WHEREAS, the District and NWESD 189 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 189;

IT IS HEREBY AGREED that NWESD 189 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, 2009 to August 31, 2010, 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, 2010, 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.

2. MEMBERSHIP IN NORTHWEST REGIONAL DATA CENTER

The District shall become a full member of the NWRDC effective September 1, 2009. Membership shall entitle the District to nominate candidates and vote for their ESD'S representative to the Executive Committee of the WSIPC according to the WSIPC Interlocal Agreement and to name a voting representative on the NWRDC Executive Committee. The NWRDC shall be a part of and function through NWESD 189.

3. INFORMATION SYSTEM SERVICES

During the term of this agreement, NWESD 189 agrees, through the NWRDC, to provide to the District information system services as set forth in Appendix "A" of this Agreement.

4. PROGRAM DEVELOPMENT

NWESD 189 agrees that priority in the development of new applications services by the WSIPC shall be in accordance with the expressed direction of the WSIPC Board operating under their bylaws.

5. COST TO THE DISTRICT

The annual cost to the District for services provided under this Agreement will be determined pursuant to either paragraph 5.a, 5.b, or 5.c. If the enrolled student FTE is less than 220, then 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 2008-2009 for the first ten payments. A final adjustment shall be made to the actual average annual FTE for 2009-2010 on the July and August payments.

5. a. The Fiscal Service Fee shall be \$30.68 times the average annual student FTE.

5. b. The Student Service Fee shall be \$25.41 times the average annual student FTE.

5. c. The Full Service Fee shall be \$41.01 times the average annual student FTE.

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 189, 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

The ideas, concepts, know-how, techniques, systems, designs, and application software developed by the WSIPC shall be owned by the WSIPC. Any distribution of software to members for use on equipment owned by the District shall not imply ownership by the District. Such distribution shall only occur under programs approved by the Board of Directors of the WSIPC.

The District agrees that it shall safeguard all Skyward, Inc. proprietary materials (including source code and database design information) and trade secrets. Licensee may not reverse engineer the licensed software. Licensee may disclose executable code only to the following entities: any WSIPC licensed Educational Service District, public or private school district, or the Office of the Superintendent of Public Instruction.

10. PERFORMANCE AND BONDING

NWESD 189 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 189 and the district, each selecting one representative. Thereafter, the NWESD 189'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.

14. 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.

Tahoma School District No. 409 elects to contract for (**check one**):

Full Services

Fiscal Services

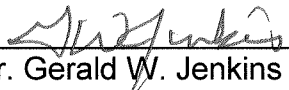
Student Services

By: 

Title: Director of Finance

Date: 6/9/09

NWESD 189

By: 
Dr. Gerald W. Jenkins

Title: Superintendent

Date: 7/1/09

APPENDIX A
Description of Services
2009-2010 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. Legacy Fiscal/HR

The software listed in this section is defined by the user reference manuals and supplements listed below and by any electronic documentation furnished by WSIPC. In all cases, the electronic documentation will be considered as the controlling definition of the software. These documents are subject to change as federal and state requirements dictate, as new functions are added and corrective measures are implemented. All publications are those produced by the WSIPC.

A. Legacy Product/Application:

- Budgeting
- Equipment Inventory
- Work Order
- Custom Address
- Textbook Inventory
- Utility
- SPI
- District Access Control (DAC) Card

B. WISE Product/Application:

- General Ledger
- Accounts Receivable
- Accounts Payable
- Warehouse
- Purchasing
- Human Resources (Payroll/Personnel)

II. WESPaC Financial Management and Human Resources (FMS)

A. All documents will be integrated online or distributed electronically.

B. For 2009-2010, the WESPaC (FMS) for converted sites includes:

- District Configuration and Setup
- Account Management
 - Journal Entry
 - Cash Receipting
 - Transfer Vouchers
 - Student Billing
 - Accounts Receivable
 - Budget Management
 - Reporting
- Vendor Master
- Saved Reports
- Fixed Assets
- Data Mining
- Employee Management
- Insurance Tracking
- Email Notification System
- Year End Reports
- Ad Hoc Reporting
- Purchasing
 - Requisitions
 - Purchase Orders
 - Receiving
 - eCommerce
- Security Administration
- Accounts Payable
- Inventory (warehouse)
- Employee Profile
- Payroll
- Substitute Tracking
- Employee Access
- State Reports
- Chart of Accounts
- Accounts Payable
 - Invoices
 - Procurement Cards
 - Reconciliation
 - Compensating Tax
 - County Treasurer
- Accounts Receivable
- Bid Management
- Fast Track
- True Time
- Salary Negotiations

APPENDIX A

III. WESPac Student Management System (SMS)

A. All documentation will be integrated online or distributed electronically.

B. For 2009-2010, the WESPac SMS includes:

- Security
- Staff
- Future Scheduling
- Health
- Special Education
- Textbook Inventory
- Test Scores
- Guidance Office Visit
- Transportation
- NCLB
- Busing
- Advisor Access
- Standards Based Gradebook
- Online Arena Scheduling
- Pocket Pac
- ASCII Import/Export
- Student Demographics
- CY Scheduling
- Grading
- Nurse's Log
- Section 504
- Activities
- Survey
- Lockers
- Obligations
- Data Mining
- Email Notification System
- Year End
- Student Access
- Custom Reporting
- Curriculum Master
- Message Center
- Attendance
- Discipline
- Food Service
- Gifted and Talented
- Graduation Requirements
- Student Assessment
- Fee Management
- Sub Assignment
- State and Federal Reporting
- Gradebook
- Family Access
- Secondary Gradebook
- Educator Access Plus
- Immunization
- Medications

C. Available Federal Reports

No Child Left Behind and the Federal Special Education Suspension / Expulsion Report, IDEA Child Count, Least Restrictive Environment Report.

D. Available State Reports

Attendance Truancy Report, Grades 1- 8 Unexcused Absence Report, P-223H, CSRS, High School Transcript, , Monthly Enrollment Report (P-223), Scoliosis/Kyphosis Screening Report, State Student Identifier (SSID) Data Extract/Import, Department of Health (DOH) Annual School Report (K-12), Department of Health (POH) Annual School Report (Pre-school), Initial Evaluation Timeline Report, Transition from Part-C to Part-B Report, and CEDARS.

IV. Data Retention/Fiscal Purging Routine

This process gives districts the ability to purge their financial history from a previous year and store the output on paper, microfiche or in an ASCII file.

A. Purge Process

Following district notification, this process may be done by NWRDC/WSIPC due to size limitations of district databases.

APPENDIX A

V. 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. 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.

C. 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.

D. 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.

E. Availability

The Data Center computer systems will be available for processing from 7:00 a.m. to 7:00 p.m. Monday through Friday except for scheduled and emergency maintenance periods and school district peak 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 (one per month) is provided annually and is also posted on the WSIPC website.

F. 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.