



AGREEMENT NO./
CONTRACT NO.: 1200-30
REVENUE CODE: 6412 71 231
Fiscal Year: 2011—2012

**AGREEMENT FOR
COOPERATIVE INFORMATION MANAGEMENT SERVICES**

between

EDUCATIONAL SERVICE DISTRICT 112
2500 NE 65th Avenue
Vancouver, WA 98661-6812

and

WOODLAND SCHOOL DISTRICT 404
800 Third Street
Woodland, WA 98674-8467

1. PURPOSE.

This Agreement between Educational Service District 112 (the “ESD”) and Woodland School District 404 (the “District”) for the 2011—2012 school year is made for the purpose of providing the District with cooperative data processing services, software, and support services (collectively known as the Southwest Regional Data Center or “SWRDC”) as mutually deemed acceptable to the District and the ESD, and in consideration of the promises and conditions contained herein, the ESD and the District do mutually agree as follows:

2. TERM.

2.1 Initial Term. The Initial Term for the Agreement shall be from September 1, 2011 to August 31, 2012.

2.2 Renewal. Subject to the termination provision below, this Agreement shall automatically be renewed for the same period each subsequent year (“renewal”) unless the District gives written notice of its election to terminate the Agreement at least one-hundred eighty (180) days before the end of the initial term or any renewal term. In the event the District fails to provide notice of election to terminate at least one hundred eighty (180) days before the end of the initial term or any renewal term, then in addition to any other damages required to be paid pursuant to Section 8 below, the District shall be obligated to pay all fees for the renewal term upon invoicing by the ESD.

3. ORGANIZATION AND GOVERNANCE.

The parties agree the ESD is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with the terms of this Agreement and the ESD's adopted policies and procedures.

4. RESPONSIBILITIES OF THE ESD.

4.1 The ESD shall provide to the District computer processing services, software support, and product coordination services as set forth in "Appendix A," (collectively referred to as "Services"). Services and the corresponding fees for Services are subject to change annually, provided that the District is given notice of such annual change at least ninety (90) days prior to its effective date.

4.2 Confidentiality of Data.

4.2.1 All materials furnished to ESD by the District pursuant to this Agreement, including but not limited to source data, computer files, reports, listings, and computer programs, shall not be disclosed to third parties except as provided herein, or as required by law, or otherwise by written consent of the District.

4.2.2 The ESD shall utilize reasonable security procedures and protections to assure that District materials are not disclosed except to third parties as provided herein, or as required by law, or otherwise without written consent of the District.

4.3 Billing.

4.3.1 ESD 112 will invoice the District the annual fee as set forth in Appendix A.

4.3.2 The ESD shall bill the District monthly. The fees shall be based on the District's current year Average Annual Full-Time Equivalent ("AAFTE") student enrollment; however, the monthly invoices shall use the previous year AAFTE until the current year AAFTE is known. An adjustment will be made in September of each year to correct the amount due using the actual AAFTE. If the AAFTE is less than 250, then fees shall be based upon "Minimum for districts under 250 AAFTE" as set forth in Appendix A.

4.3.3 In each annual billing cycle, the District's first monthly installment payment is due September 30 of each year and the last monthly installment payment is due August 31. The adjustment to actual AAFTE for that fiscal year is due September 30 of the next fiscal year.

5. RESPONSIBILITIES OF THE DISTRICT.

5.1 District shall pay to the ESD the annual fee as set forth in Appendix A.

5.2 The ESD shall invoice the District monthly, and the District shall pay the monthly invoice within thirty (30) days of receipt.

- 5.3 The District shall be responsible for the input and management of District data into the programs supported by the ESD.
- 5.4 The District shall provide a single point of contact for administrative authorizations (security) and software application support, and shall act as the primary contact with ESD in matters pertaining to the Services.
- 5.5 District staff shall attempt to resolve issues related to use and support of the Services. If issues cannot be resolved by District staff, it shall be escalated to ESD by the single point of contact assigned by the District.
- 5.6 The District recognizes that ESD requires access to production and test WESPaC Fiscal and Student databases, or any derivatives thereof, utilized by the District in order to deliver Services to the District. Therefore, the District agrees to provide full production and test database access to ESD personnel directly engaged in the support and delivery of Services to the District.
- 5.7 Should any service beyond the scope of this agreement be requested by the District or required of the ESD, the ESD and the District will negotiate an amount to be included in a contract addendum.
- 5.8 District shall be responsible for making reasonable accommodations for District staff, including any modification or adjustment to a job or the work environment, that will enable an employee with a disability to participate in the Services delivered or to perform essential job functions related to Services.

6. **ASSIGNMENT.**

Neither this Agreement, nor any interest therein, may be assigned by either party without first obtaining the written consent of the other party.

7. **MUTUAL TERMINATION.**

This Agreement may be terminated by mutual agreement by the parties.

8. **UNILATERAL TERMINATION BY DISTRICT.**

8.1 **Definition.** A “unilateral termination by the District” is a withdrawal from or termination of the Agreement prior to the expiration of the initial or any renewal Term.

8.2 **Damages.** By entering into this Agreement, the District acknowledges that it is participating in a fee for service cooperative program with the ESD and that its withdrawal from or termination of this Agreement prior to the expiration of the then ongoing term is likely to result in material adverse financial consequences for the ESD. As a result, in the event of the unilateral termination by the District, the District shall pay all fees for the remainder of the then ongoing initial term or renewal term in full; fees shall not be prorated for any partial term. The District

agrees such amount constitutes liquidated damages and not a penalty and further agrees that those amounts are a reasonable reflection and estimate of damages incurred by the ESD as a result of the District's unilateral termination.

8.3 Termination after Renewal. If this Agreement is renewed and thereafter the District unilaterally terminates this Agreement within the last one-hundred eighty (180) days of the ongoing initial term or any renewal term, then in addition to the damages called for above, the District shall also be responsible for all costs related to personnel whose services would have been needed to serve the District had it not unilaterally terminated and who cannot lawfully be terminated (or non-renewed) in a timely manner.

9. TERMINATION BY ESD.

9.1 Breach by District. In the event the District fails or neglects to pay or perform according to the terms of this Agreement, the ESD may terminate this Agreement upon thirty (30) days written notice to the District and the District shall be responsible for payment of all damages as described in Section 8 above.

9.2 Upon Dissolution of Fee for Services Program. The ESD reserves the right to dissolve the fee for service SWRDC Data Processing Cooperative and terminate this Agreement when in the ESD's judgment its participation in this cooperative program does not afford an educational or financial advantage in quality or quantity of Services called for in this Agreement. The ESD shall give the District one-hundred eighty (180) days notice of the dissolution of this program. In the event of dissolution of this fee for service cooperative program, all assets acquired by the ESD from any monetary source or assets donated and placed in service for this cooperative program during the life of this Agreement shall be and remain the property of the ESD.

10. 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 with no continuing financial liability to the non-breaching party.

11. EMPLOYMENT REPRESENTATION.

During the term of this contract, an employee(s) of the ESD may have contact with public school children. Therefore, the ESD is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of the ESD to comply with this section shall be grounds for immediate termination of this contract.

12. INDEMNIFICATION.

12.1 ESD. The ESD agrees to protect, defend, indemnify, and hold the District, its officers, agents, and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the ESD's negligent performance under this Agreement.

12.2 District. The District agrees to protect, defend, indemnify, and hold the ESD, its officers, agents, and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the District's negligent performance under this Agreement.

13. WAIVER.

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

14. SEVERABILITY.

If any term of 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 and, to this end, the terms and conditions of this Agreement are declared severable.

15. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.

16. WHOLE AGREEMENT.

The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

17. ATTORNEYS FEES AND COSTS.

If the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incident to said litigation, together with all costs and expenses incurred in connection with such action, whether incurred in trial court or on appeal.

18. CAPTIONS.

Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.

19. OPPORTUNITY WITHOUT DISCRIMINATION.

The ESD and the District agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, national origin, age, families with children, sex, marital status, sexual orientation, physical, sensory or mental disabilities, or use of a trained guide dog or

service animal. Inquiries regarding compliance and/or grievance procedures for the ESD may be directed to the ESD at its address above.

20. AUTHORITY.

The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of directors of the ESD and the District.


IN WITNESS WHEREOF, the ESD and the District have executed this Agreement on the date indicated below.

EDUCATIONAL SERVICE DISTRICT 112

Superintendent or Designee

DATE

WOODLAND SCHOOL DISTRICT 404



Superintendent or Designee

DATE

PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF THIS AGREEMENT TO:

Internal Accounting
Educational Service District 112
2500 NE 65th Avenue
Vancouver, WA 98661-6812

A countersigned copy will be returned to you.

**SOUTHWEST WASHINGTON REGIONAL DATA CENTER
COOPERATIVE DATA PROCESSING SERVICES AGREEMENT
2011-2012**

APPENDIX A

**SERVICES TO BE PROVIDED FOR
WOODLAND SCHOOL DISTRICT 404**

MEMBER SERVICES OPTIONS:

Fiscal Services

- I. Financial Services (for AAFTE > 20,000)..... \$25.98 / AAFTE / year
- II. Financial Services (for AAFTE > 10,000 to 20,000)..... \$27.92 / AAFTE / year
- III. Financial Services (for AAFTE > 4,000 to 10,000) \$29.48 / AAFTE / year
- IV. Financial Services (for AAFTE 250 to 4,000)..... \$30.56 / AAFTE / year
- V. Minimum for districts under 250 AAFTE \$7,640.00 / year

Student Services

- I. Student Services (for AAFTE > 20,000) \$6.49 / AAFTE / year
- II. Student Services (for AAFTE > 10,000 to 20,000) \$7.98 / AAFTE / year
- III. Student Services (for AAFTE > 4,000 to 10,000) \$7.37 / AAFTE / year
- IV. Student Services (for AAFTE 250 to 4,000) \$7.64 / AAFTE / year
- V. Minimum for districts under 250 AAFTE \$1,910.00 / year

MISCELLANEOUS SERVICES (AVAILABLE TO MEMBERS ON A CONTRACT BASIS)

- I. Report Design and Development \$85.00 / hour
- II. CEDARS Support..... \$60.00 / hour
- III. Web Development..... \$90.00 / hour
- IV. Network Support, Review, and Analysis \$90.00 / hour

DESCRIPTION OF SERVICES

I. FISCAL MANAGEMENT SYSTEM SERVICES

- A. Provide Fiscal Coordinator Services, including telephone, email, and onsite support.
- B. Provide classroom training on WSIPC supplied software to users identified by District.
- C. Provide documentation as provided and delivered with WSIPC supplied software and/or as modified by SWRDC.
- D. Provide print output services at SWRDC.
- E. Software support for fiscal application systems services.
- F. Human Resources software functionality includes:
 - 1. Payroll processing tracks employee contract amounts, records time off, coordinates flex plans, and reports retirement, workers compensation and vendor transactions.
 - 2. Personnel reporting for collection and electronic transfer of S-275 information to the state account, salary exhibits, calculation of benefits and distribution to budgetary chart of accounts for budget preparation, extensive information storing and reporting, and contract writing.
 - 3. Federal and state reporting included within the applications, including quarterly 941, FICA/Medicare, W-2, and EEOC.
 - 4. FastTrack is a web-based application allowing Human Resources personnel and other security-approved employees to post job vacancies and add, edit and view job postings from any computer with an internet connection. FastTrack integrates with Human Resources and Payroll eliminating the need to re-enter data.
 - 5. Insurance Tracking will monitor insurance premiums, employee enrollments, and keep everyone up-to-date on premium/status changes. The Insurance Tracking module Integrates with Payroll and Financial software so vendor information and benefit codes are only entered once, saving valuable time and resources. Districts that use pooling of insurance dollars are able to calculate pooling of employee benefit dollars in the Insurance Tracking module.
 - 6. Employee Management provides an effective way to manage employee information in one centralized database. The application allows for a single entry for all associated applications including Payroll, Employee Profile, and the FastTrack job application system. Reports allow each district to capture Human

Resource information. The application assists districts in tracking positions within the district.

7. Employee Profile provides access to various types of human resources and payroll data and is the repository for all employee information. Functions supported include personnel information, tax, retirement, deductions and benefits information, contract and pay record information, direct deposit, regular and substitute time tracking, year-to-date, fiscal year-to-date, certification, education and experience information, and user-defined fields for tracking of district-defined data.
8. Calendars are used extensively within the applications and within WESPaC. Position and assignment calculations for FTE and salary use calendar days and hours as part of the calculation. Retirement “as earned” transactions and Worker’s Compensation transactions also use calendars as part of the calculations. Calendars are easy to change and there are efficient ways to roll calendars to the next year.
9. Data Mining uncovers patterns in your student and financial data. The user can create custom reports which include only the fields and ranges selected. Multiple filters can be used to specify data to be included on the report. The report data can be exported to Microsoft Excel or Word for easy mail merge.
10. Position Request allows requesting and approving an open position. The system checks for available FTE and Interfaces with position control. On-line approval processing that can be accessed through the Employee Access application.
11. Employee Access provides staff easy online access to their payroll, time off, W2, and check history information. Employees have 24/7/365 access to and ability to change their personnel information.
12. Salary Negotiations is a tool that can generate a negotiation plan within minutes. The district can generate multiple plan scenarios easily compare the multiple negotiation plans results. Salary Negotiations integrates with Employee Management saving time when preparing the next year’s payroll and for subsequent negotiations. This module also supports Washington State reporting of Personnel budget and S-275 Personnel Reporting.
13. Substitute Tracking allows districts to track all information about finding substitute teachers, hours worked, whom they subbed for, and the rate of pay they received. Customizable rate tables allow districts to establish specific rates and automate movement to a long-term rate. Data can be imported from third-party Sub Calling systems directly into Skyward’s Substitute Tracking.
14. Time Off is used to manage and track all employee time off accrual information in a centralized location. Districts can allocate time off by pay period, month, or

anniversary date. The centralized database allows staff to view up-to-date information regarding employee time off information and balances. There are multiple methods for time off entry including allowing office staff to enter information using limited-access processing. Automatic time off accrual can schedule allocation amounts based on years of service. This module Interfaces with Time off requests in Employee Access.

15. Retirement processing supports Washington State's retirement systems. It records retirement a transaction "as earned," automatically creates the transmittal file that is sent to the Department of Retirement, and retains retirement transaction history.

G. Fiscal software functionality includes:

1. Requisition/Purchase Order processing from generating through encumbering and issuing, including online approval workflow.
2. Vendor Master records demographic information and account activity reporting for Vendors.
3. Account Master (Chart of Accounts) supports account code set up and maintenance with inputs for journal entry and cash receipting.
4. Accounts Payable processing from invoice receipting through warrant issuance and posting to the general ledger and subsidiary accounts with extensive report capabilities.
5. Accounts Receivable processing from invoicing through payment receipting and posting to the general ledgers and subsidiary accounts with extensive report capabilities.
6. Budget preparation utilizing personnel files for preparation of salary and benefits, on-line terminal manipulation of budgetary chart of accounts by categories or individual accounts, and printing budget document pages.
7. Warehouse inventory for on-line processing of shipping and receiving of goods in the warehouse and on-line updating of supplies on hand, on-order to vendors and back orders.
8. Fixed Assets processing supports the set up and tracking of asset inventory by location with optional GASB 34 reporting.
9. Data Mining report writer program for creating special reports from the Payroll/Personnel system or Accounting system, including storing and recall of selected reports at any time.

10. A State Processing - Data definition and export for County Treasurer, Department of Revenue, and OSPI F-195, F-196, F-198, and F-200 reporting.
11. Year End processing provides for fiscal year close out, carry forward, and 1099 processing
12. TrueTime is a fully integrated time tracking system that is FLSA compliant and can be accessed anytime, anywhere, online. It eliminates the need to enter employee work hours manually. Time entries can be completed through a web-based program or an electronic reader. Electronic timesheets eliminate the need for paper timesheets, saving payroll staff time and hassle. An on-line approval process allows supervisors to approve timesheets as they are submitted.
13. Security administration.

II. STUDENT MANAGEMENT SYSTEM SERVICES

- A. Provide Student Management System Coordinator Services, including telephone, email, and onsite support. **Telephone and email support contact shall be through designated District Student Support team members only, unless otherwise agreed to by both parties.**
- B. Provide classroom training on WSIPC Student Management supplied software to users identified by District.
- C. Provide documentation as provided and delivered with WSIPC supplied software and/or as modified by SWRDC.
- D. Provide print output services at SWRDC.
- E. Provide software support for Student Management application systems services.
- F. Student Management system software functionality includes current and historical record maintenance, available by school year, and including:
 1. Future Scheduling for future terms or years is done with Future Scheduling. The scheduling information integrates with Family/Student Access and Educator Access+. Counselors, parents, and students can view schedules online.
 2. Current Scheduling ensures students have the best possible schedule, and keeps everyone informed of schedule changes through Family/Student Access and Educator Access+. Counselors, parents, and students can view schedules online.
 3. The Activities area manages student activities and awards. This module integrates with other modules such as EA+, Discipline, and Grading. Activities

and awards information can be included on official transcripts. Identify and locate students within the system through set criteria, and verify student eligibility to district staff for athletics, academics, or achieving a pride status.

4. Attendance makes sure all students are accounted for and reports on any inconsistencies in district or students records. This module integrates with Skyward Family Access so parents receive immediate notification of a student's absence or tardiness.
5. Grade reporting monitors students' grading and transcripts. Custom reports and functions such as class rank and student GPA are part of this module. Grading integrates with GradeBooks from Skyward.
6. Secondary Gradebook was designed for senior and junior high school teachers; Secondary GradeBook keeps teachers organized and up-to-date on student progress. E-mail progress reports directly to parents and post assignments to Family Access. It includes options for different grading methods, categories, and term weights.
7. Discipline module allows buildings to manage and report on incidents on both an individual and district-wide level. It also allows for viewing discipline referrals electronically and eliminates extra paperwork for teachers. Using Family Access, parents can view discipline offenses and actions in real-time.
8. Attendance system makes sure all students are accounted for and reports on any inconsistencies in district or students' records. The module integrates with Skyward Family Access so parents receive immediate notification of a student's absence or tardiness.
9. Curriculum and Assessment area provides management of curriculum master records, student tests and test scores, and educational milestones (non-coursework related requirements).
10. Enrollment reporting for FTE, vocational and/or special education to meet state requirements.
11. Reporting of Truancy, Health, SSIS/CEDARS, P210, and other reports to meet state requirements.
12. Graduation Requirements allows for the development of custom graduation plans for each student and tracks them to ensure students meet their graduation requirements. Unique graduation plans can be developed for each school or for an individual student. Student progress may be compared against requirements for state, school, or individual student plans. Course information is automatically recorded for each student based on courses completed, in progress, or scheduled in the future.

13. Standards Gradebook is specific to the needs of teachers who use skill and standards-based grading. Every grade level and teacher can use a different skill bank, which is completely customizable for your district.
14. Program for updating and storing Special Education student master records, and reporting to meet state requirements.
15. Health Records module ensures that your district complies with state reporting requirements by tracking all student-related health problems and vaccinations. All state requirements are pre-loaded for the district. Medications are entered and history tracked using a simple color-coded on-screen format. A nurse's log tracks all student-related health information on one screen.
16. Food Service module monitors costs and improves meal management efficiency. When used with Family Access, it can provide parents with up-to-date information online for all purchases and account balances. It allows cash payment at the point of sale with onsite cash reconciliation and recording of items sold.
17. Student Demographics is the main access for updating demographic data. This includes data such as address, birth history, ethnicity/race, vehicles, web access, obligations, category, emergency information, parent/guardian, and entry/withdrawal history.
18. Parents and students can view student related information anytime, anywhere online. It allows parents and students to see grades, assignments, report cards, attendance, schedules, discipline, test scores, graduation requirements, and food purchases. Parents can submit information to notify a school of absences, submit course requests, make credit card payments, and email school personnel.
19. Educator Plus+ access is an online tool designed to provide teachers' access to student information over the internet, including electronic Gradebook and reporting.
20. Student Access provides a personal access point to student data and important information with Student Access. Students can view information anytime, anywhere online including grades, assignments, report cards, attendance, schedule, discipline, test scores, graduation requirements, and food purchases.
21. State Reporting encompasses the collection of data and reporting required by the state, including:
 - P-223 Monthly School District Enrollment
 - National School Lunch and Breakfast Program State Claim
 - Washington Standardized High School Transcript
 - Academic History Report
 - Transcript Status for Additional State Requirements

- Student Test Score Details for CAA Status
- Attendance Truancy
- Unexcused Absences for Grades 1 – 8
- Dept. of Health Annual School Report
- Preschool Immunization Status
- WASL Cohort Extract Files

22. Security administration.