



EDUCATIONAL
SERVICE
DISTRICT 112

2500 NE 65 Avenue, Vancouver, WA 98661 | T 360 750 7500 F 360 750 9706 TDD 360 750 7510

Counties
Clark
Cowlitz
Klickitat
Pacific
Skamania
Wahkiakum

Board of Directors
Kenneth Botero
Ann Campbell
Richard Graham
Patricia Kellogg
Marilyn Koenninger
Darlene Stickel
Steve Wrightson

Superintendent
Dr. Twyla G. Barnes

June 1, 2011

Mr. Michael Green, Superintendent
Woodland School District 404
800 Third Street
Woodland, WA 98674-8467

Dear Mr. Green:

Attached is your renewal contract for the FlashAlert Newswire and FlashAlert Texting. This is a cost-effective, valuable service that is user-friendly and effective in getting school closures, emergency information and media releases out to the news markets. The annual fee for FlashAlert Newswire is based on the FTE for your district.

The vendor of this system is Craig Walker Communications. Craig continues to enhance the system with new features and applications that get the word out to your constituents in a fast, simple way.

For your information, here is how to access the three sides of the system:

- a. For you to post news: www.FlashAlertNewswire.net
- b. For the public to view your news: www.FlashAlert.net
- c. For the media's use: www.FlashAlertPortland.net

Thank you for your continued support of FlashAlert. This continues to be a cost-effective, simple, and preferred way to disseminate school information to the media and to your parents. Please let me know if you have any questions.

Sincerely,

Lori Williams
Deputy Director, School and Agency Operations



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Agreement//Contract No: 1203-30
Revenue code: 6892 81 0000 263 0000 0000
Fiscal Year: 2011-2012

**SCHOOL ANNOUNCEMENT NETWORK AGREEMENT
(FlashAlert Newswire and FlashAlert Texting)**

between

EDUCATIONAL SERVICE DISTRICT NO. 112

2500 NE 65th Avenue
Vancouver, WA 98661-6812

and

WOODLAND SCHOOL DISTRICT 94

800 Third Street
Woodland, WA 98674-0370

1.0 PURPOSE

This Agreement between Educational Service District No. 112 (the “ESD”) and Woodland School District (the “District”) is made for the purpose of administering emergency school announcement services for the district by the ESD as mutually deemed acceptable.

2.0 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 provisions 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 twenty (120) 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 twenty (120) 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.

3.0 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.

4.0 RESPONSIBILITIES OF THE ESD

- 4.1 The ESD agrees to operate a system for notifications to media and subscribers of emergency school closure announcements and emergency scheduling changes as mutually deemed acceptable by the district and ESD 112. Such services may be subject to change pursuant to written agreement between ESD 112 and the District, but shall include:
- 4.2 The ESD will contact or arrange for a third party to contact station newsrooms to facilitate broadcast of emergency information in a timely and accurate manner. Station listings will be updated and available on the internet at www.craigwalker.net/pdx.html after August 1 each year.
- 4.3 The ESD will provide an appropriate answering service and/or electronic message transmission for district access.
- 4.4 The ESD will provide confidential access information for authorized district representatives.
- 4.5 The ESD will bill the district in one payment by September 30 for the fiscal year starting that September.

5.0 RESPONSIBILITIES OF THE DISTRICT

- 5.1 The District shall identify a school announcement coordinator and authorized contact person(s).
- 5.2 The District shall inform students and parents of the stations and process for getting school information.
- 5.3 Payment of Fees to the ESD
The fee for FlashAlert Newswire for 2011-2012 is \$425.00
The fee for FlashAlert Testing for 2011-2012 is \$475.00
- 5.4 Should any services 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 the contract addendum.

6.0 ASSIGNMENT

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

7.0 **MUTUAL TERMINATION**

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

8.0 **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 or may be participating in a fee for services 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 which will be 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 twenty (120) 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.

9.0 **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 this fee for services program and terminate this Agreement when in the ESD's judgment its participation in this fee for services program does not afford an educational or financial advantage in quality or quantity of services called for in this Agreement. In the event of dissolution of this fee for services program, all assets acquired by the ESD from any monetary source or assets donated and placed in service for this fee for services program during the life of this Agreement shall be and remain the property of the ESD.

10.0 TERMINATION FOR BREACH

If either party fails to comply with the terms and conditions of this agreement, the other party, upon thirty (30) days written notice to the breaching party, may terminate this agreement with no continuing financial liability to the non-breaching party.

11.0 INDEMNIFICATION

11.1 **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.

11.2 **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.

12.0 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.

13.0 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.

14.0 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.

15.0 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.

16.0 ATTORNEYS FEES AND COSTS

In 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.

17.0 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.

18.0 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.

19.0 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 District and the ESD have executed this Agreement on the date and year indicated below.

Woodland Schools
Educational Service District 112

ESD 112
Woodland School District 405-17



Superintendent or Designee



Superintendent or Designee

Date: _____

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.