



**LICENSE ACCESS INTERLOCAL AGREEMENT
FISCAL YEAR 2020-2021**

**EDUCATIONAL SERVICE DISTRICT NO. 112
2500 NE 65th Avenue
Vancouver WA 98661-6812**

Parties to the Agreement:

Educational Service District No. 112, hereinafter referred to as “ESD112”, and Woodland School District No. 404, 800 2nd Street, Woodland WA 98674-8467, hereinafter referred to as the “District”.

IN WITNESS WHEREOF, the District and ESD112 (the Parties) have executed this Agreement on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

WOODLAND SCHOOL DISTRICT NO 404

AUTHORIZED SIGNATURE:

DATE:

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE:

DATE:

**PROQUEST LICENSE ACCESS AGREEMENT, UNDER
DIGITAL MEDIA COOPERATIVE SERVICES**

The purpose of this Agreement is to provide and coordinate access to online research databases. This Agreement consists of this signature page and the exhibits listed below, which constitute the entire understanding of the Parties.

Exhibit A: Terms & Conditions

Exhibit B: Listing of Subscribing Schools

Agreement Number: 21052-030

TOTAL License Fee: \$250.00

Agreement Period:

Initial Term Start: September 1, 2020
Initial Term End Date: August 31, 2021
Nonrenewal Notification: May 1, 2021

Per School Fee \$250
of Schools 1

See Exhibit B for fee schedule

Invoice Schedule: License fee shall be billed in full October 1, 2020

ESD112 INFORMATION

REV ACCT NO: 1020 71 1220
DEPT APPROVAL KL
BUDGET APPROVAL AA
BUS SVC APPROVAL CS

**IF OPTING OUT OF ELECTRONIC
SIGNATURE:**

Send scanned copy of contract with
executed signature by email to:
districtcontracts@esd112.org

Woodland School District No. 404
 Agreement No. 21052-030
 ProQuest License Access Agreement

EXHIBIT A TERMS & CONDITIONS

1. **Organization.** The District is contracting with ESD112 for the purpose of providing and coordinating District access to online research databases. The provision of educational, instructional or specialized services in accordance with this Agreement is intended to improve student learning or achievement, offered under the authority granted in the Interlocal Cooperation Act, RCW 39.34.080 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035.
2. **Term.**
 - 2.1 **Initial Term.** The Initial Term for the Agreement shall be from September 1, 2020 to August 31, 2021.
 - 2.2 **Renewal Terms.** This Agreement shall automatically be renewed for an additional one-year term (the Renewal Term) unless the District notifies ESD112 in writing prior to May 1st that it is not renewing the Agreement. If the District fails to provide written notice before May 1st, the District is required to pay the fees owed under this Agreement for the upcoming Renewal Term, as detailed in Section 3 below.
 - 2.3 **Notice.** Notice shall be provided to ESD112 by emailing, with receipt confirmation, or mailing notice at the address provided for ESD112 to the Notice Contact in Section 7 below. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Postal Service mail, by certified mail, postage prepaid.
3. **Financial Terms.** ESD112 shall invoice the District for provision of access to the ProQuest online research database as a shared service of the Digital Media Cooperative, inclusive of required travel and expenses. Amount due is calculated at \$250 per school as detailed in Exhibit B. ESD112 shall invoice the District in one installment on October 1, 2020. The District shall pay the invoice within thirty (30) days of receipt.
4. **Parties' Obligations.** The Parties agree to fulfill the following obligations for delivery of services under this Agreement:
 - 4.1 **Responsibilities of ESD112.** ESD112 shall provide:
 - 4.1.1 **Products.** The collections of ProQuest content, full-text magazines, journals and newspapers, primary source documents, websites, streaming video and other research and information tools provided through the 2020-2021 interlocal agreement between ESD112 and the Washington State Library.
 - 4.1.2 **Support and Representation.**
 - 4.1.2.1 Tier 1 support to end users on access to the database products
 - 4.1.2.2 Representation to vendors on behalf of the District
 - 4.1.3 **Other Services.** Additional services, such as professional development or support that are needed beyond the scope of this Agreement, require execution of a separate agreement for professional development services.
 - 4.1.4 Invoice the District in accordance with Section 3 above.
 - 4.2 **Responsibilities of the District.** The District shall:

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- 4.2.1 Assign building-level support to ESD112 staff in each building.
- 4.2.2 Remit payment for billed invoices within thirty (30) days of receipt.

5 Damages for Termination with Inadequate Notice.

5.1 Damages Paid by the District. If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term of May 1st (Section 2.2 above), there may be a material adverse financial consequence. The District shall pay ESD112:

- 5.1.1 The balance of the fee that is owed under Section 3 for the remainder of the existing term, plus the fees owed for the upcoming Renewal Term if the District did not provide written notice before May 1st; and
- 5.1.2 The costs ESD112 incurs as a result of the District's early termination, to the extent the costs exceed the amount the District is obligated to pay under 5.1.1. The costs ESD112 may incur include, but are not limited to, compensation, benefits and other employment costs for ESD112 employees who provide services under this Agreement, license fees and indirect costs incurred to address the District's early termination.

5.2 Damages Paid by ESD112. If ESD112 fails to notify the District that it is terminating this Agreement prior to the Renewal Term of May 1st (Section 2.2 above), ESD112 shall pay the District costs the District incurs to obtain the services ESD112 was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid ESD112; fees the District pays to the third party must be based on reasonable market rates.

5.3 Payment. The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice. This requirement shall survive termination of the Agreement.

6 Non-Discrimination. Per requirements of state, local and federal laws, ESD112 and the District agree not to discriminate on the basis of race, color, creed, religion, national origin, age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, marital status, family/parental status, income derived from a public assistance program, political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal or reprisal or retaliation for prior civil rights activity. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.

7 Agreement Contacts.

continued on next page

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	<u>THE DISTRICT</u>	<u>ESD 112</u>
SIGNATURE AUTHORITY / NOTICE CONTACT-Required		
Name:	Michael Green	Tim Merlino
Position:	Superintendent	Superintendent
Phone:	360.841.2702	360.750.7500
Email:	greenm@woodlandschools.org	tim.merlino@esd112.org
LICENSE ACCESS SERVICES CONTACT		
Name:	Michael Green	Katherine Livick
Position:	Superintendent	Professional Development Manager
Phone:	360.841.2702	360.952.3395
Email:	greenm@woodlandschools.org	Katherine.livick@esd112.org

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EXHIBIT B
LISTING OF SUBSCRIBING SCHOOLS

Schools / Buildings in the District to receive access to online research databases include:

- Woodland High School