

**LICENSE ACCESS INTERLOCAL AGREEMENT  
FISCAL YEAR 2023-2024**



**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 2<sup>nd</sup> 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.	
<b>WOODLAND SCHOOL DISTRICT NO 404</b>	
AUTHORIZED SIGNATURE:	DATE:
<b>EDUCATIONAL SERVICE DISTRICT NO 112</b>	
AUTHORIZED SIGNATURE:	DATE:

<b>GALE/CENGAGE LICENSE ACCESS AGREEMENT, UNDER DIGITAL MEDIA COOPERATIVE SERVICES</b>	
The purpose of this Agreement is to provide and coordinate access to online research databases under Digital Media Cooperative services. This Agreement consists of this summary signature page and the exhibits listed below, which constitute the entire understanding of the Parties.	
<b>Exhibit A: Terms &amp; Conditions</b>	
<b>Exhibit B: Listing of Subscribing Schools</b>	
<b>Agreement Number:</b> 24052-030	<b>TOTAL License Fee:</b> \$250.00
<b>Agreement Period:</b> Initial Term Start: September 1, 2023 Initial Term End Date: August 31, 2024 Nonrenewal Notification: May 1, 2024	Per School Fee \$250 # of Schools 1  <i>See Exhibit B for fee schedule</i>
	<b>Invoice Schedule:</b> License fee shall be billed in full October 1, 2023

<u>ESD112 INFORMATION</u>	
REV ACCT NO:	1020 71 4220
DEPT APPROVAL	KL
BUDGET APPROVAL	AJ
BUS SVC APPROVAL	KN

**IF OPTING OUT OF ELECTRONIC SIGNATURE:**  
Send scanned copy of Agreement with executed signature by email to:  
**districtcontracts@esd112.org**

## EXHIBIT A TERMS & CONDITIONS

- 1 Organization.** The District is entering into this Agreement the purpose of providing and coordinating District access to online research databases under ESD112s Digital Media Cooperative shared services. The provision of educational, instructional or specialized services is provided to improve student learning or achievement, offered under the authority granted in the Interlocal Cooperation Act, RCW 39.34 (specifically 39.34.030 and 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, 2023 to August 31, 2024.
  - 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 1<sup>st</sup> that it is not renewing the Agreement. If the District fails to provide written notice before May 1<sup>st</sup>, the District is required to pay the fees owed under this Agreement for the upcoming Renewal Term, as detailed in Section 5 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 8 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 Gale/Cengage 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, 2023. 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 Gale/Cengage content, full-text magazines, journals and newspapers, primary source documents, websites, streaming video and other research and information tools provided through the 2023-2024 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** Timely invoice to the District in accordance with Section 3 above.

**4.2 Responsibilities of the District.** The District shall:

**4.2.1** Remit payment for billed invoices within thirty (30) days of receipt.

**4.2.2** Provide the Digital Media Cooperative Coordinator with key contact information for the District including: name, email, phone and location.

**4.2.3** Provide the Digital Media Cooperative Coordinator with instructional contacts for each building or district (librarians or designated teachers) who shall be responsible for sharing out login and use information within their school or district.

**4.2.4** Provide the following information to the digital media vendors as requested by ESD 112:

**4.2.4.1** IP range for each building in the District for IP authentication

**4.2.4.2** Preferred remote password, if requested

## **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 1<sup>st</sup> (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 1<sup>st</sup>; 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 1<sup>st</sup> (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 Delays in Performance.** ESD112 and the District shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 5 above, if the failure to perform or action that gave rise to damages is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.

**6.1 Compliance Orders.** ESD112 shall deliver all services under this Agreement in compliance with the most current guidelines issued by the Centers for Disease Control

and Prevention (CDC), Washington Department of Health, and the Office of Superintendent of Public Instruction (OSPI) guidelines, and comply with the state proclamations and orders as pertains to any infectious disease outbreaks or pandemics. ESD112 shall adjust delivery of services as requested and/or required to meet needs without modification to terms of the Agreement.

**7 Non-Discrimination.** Per requirements of state, local and federal laws, ESD112 and the District are prohibited from discriminating on the basis of race, color, religion (creed), national origin (ancestry), citizenship or immigration status (except as permitted by applicable laws), age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, national guard or uniformed service status, marital status, family/parental status, income derived from a public assistance program or income assignment for child support, domestic violence victim status (if known), arrest and court record (except as permitted by applicable laws), political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal, credit history or credit report (unless directly related to a bona fide occupational qualification), 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.

**8 Agreement Contacts.**

	<u>THE DISTRICT</u>	<u>ESD 112</u>
<b>SIGNATURE AUTHORITY / NOTICE CONTACT-Required</b>		
Name:	Michael Green	Tim Merlino
Position:	Superintendent	Superintendent
Phone:	360.841.2702	360.750.7500
Email:	greenm@woodlandschools.org	tim.merlino@esd112.org
<b>LICENSE ACCESS SERVICES CONTACT - Required</b>		
Name:	Michael Green	Katherine Livick
Position:	Same as above	Instructional Technology Coordinator
Phone:		360.952.3395
Email:		katherine.livick@esd112.org

**EXHIBIT B**  
**LISTING OF SUBSCRIBING SCHOOLS**

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

- Woodland High School