

# SW REGIONAL DATA CENTER

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**DATE:** June 11, 2009

**TO:** Southwest Regional Data Center Coop Members  
Superintendents and Business Managers

**FROM:** Brant Russell, Director  
SW Regional Data Center

**SUBJECT:** **SWRDC 2009-2010 Processing Fees and Budget**

On Friday, April 16, the SWRDC Advisory Committee met to review the SWRDC budget and fee structure for fiscal year 2009-2010. Invitations were sent to all cooperative members. Updates of the WESPac Fiscal conversion project roll out were provided, in addition to a Student system update.

Marty Daybell, Executive Director of WSIPC was present at the April 16 meeting and provided the Committee an update on WSIPC initiatives, including a new Data Warehouse product. The Data Warehouse will be available to all cooperative member districts at no additional charge.

Because of the expanded agenda, the Advisory Committee decided to meet at a future date to discuss and act upon the proposed budget and fees. This meeting was held on Wednesday, May 13 as a conference call. At the May 13 meeting, with all SWRDC Advisory Committee members in attendance, the proposed budget and fees for 2009-2010 were approved unanimously.

## ***Fee Highlights***

- WSIPC fees for FY 2009-10 will remain unchanged from the current 2008-09 fee of \$17.74 / FTE.
- The SWRDC implemented a tiered pricing structure (details are in the attached "Appendix A" of the "Agreement for Cooperative Information Management Services"). The new pricing model reflects the lower cost of supporting larger districts.
- The SWRDC lowered fees for its service by an average of \$2.95 / FTE for 2009-2010, representing an average decrease of almost 7% over the current 2008-2009 fees. This reduction makes the SWRDC fee the lowest among the state's

seven regional data services that provide student & fiscal processing and support in their respective regions.

Staffing is anticipated to remain nearly the same at the SWRDC, with a small reduction in the data center operations staff. Continuing growth in the use of WESPac will require an estimated \$40,000 in new or replacement hardware.

It is our desire to provide you with quality Student and Fiscal Management services. We appreciate your business and the opportunity to serve you.

Please contact me directly if you have any questions at 360.750.7502 or [brant.russell@esd112.org](mailto:brant.russell@esd112.org).

Thank you.



AGREEMENT NO./  
CONTRACT NO.: 1000-30  
REVENUE CODE: 6412 71 031  
Fiscal Year: 2009—2010

**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 2009—2010 school year is made for the purpose of providing the District with cooperative data processing services, software, and support services 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, 2009 to August 31, 2010.

**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 fee 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.

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** The 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 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 a contract addendum.

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.**

7.1 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 services 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 twenty (120) 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  
2009-2010**

**APPENDIX A**

**SERVICES TO BE PROVIDED FOR  
Woodland School District 404**

**MEMBER SERVICES OPTIONS:**

**Fiscal Services**

- I.  Financial Services (for AAFTE > 20,000)..... \$31.27 / AAFTE / year
- II.  Financial Services (for AAFTE > 10,000 to 20,000)..... \$32.11 / AAFTE / year
- III.  Financial Services (for AAFTE > 4,000 to 10,000)..... \$33.33 / AAFTE / year
- IV.  Financial Services (for AAFTE 250 to 4,000)..... \$33.56 / AAFTE / year
- V.  Minimum for districts under 250 AAFTE ..... \$8,390.00 / year

**Student Services**

- VI.  Student Services (for AAFTE > 20,000) ..... \$6.88 / AAFTE / year
- VII.  Student Services (for AAFTE > 10,000 to 20,000) ..... \$7.04 / AAFTE / year
- VIII.  Student Services (for AAFTE > 4,000 to 10,000) ..... \$7.32 / AAFTE / year
- IX.  Student Services (for AAFTE 250 to 4,000)..... \$7.59 / AAFTE / year
- X.  Minimum for districts under 250 AAFTE ..... \$1,897.76 / year

**MISCELLANEOUS SERVICES (AVAILABLE TO MEMBERS ON A CONTRACT BASIS)**

- XI. Report Design and Development..... \$80.00 / hour
- XII. CEDARS Support..... \$60.00 / hour
- XIII. Web Development..... \$90.00 / hour
- XIV. Network Support, Review, and Analysis..... \$90.00 / hour

## DESCRIPTION OF SERVICES

### **I. FISCAL MANAGEMENT SYSTEM SERVICES**

- A. Fiscal Coordinator Services, including telephone, email, and onsite support.
- B. Classroom training on WSIPC supplied software.
- C. Documentation as provided and delivered with WSIPC supplied software and/or as modified by SWRDC.
- D. Print output services at SWRDC.
- E. Software support for fiscal application systems services.
- F. Fiscal Management System software functionality includes:
  - 1. Payroll processing from hours, rates, and/or contract calculations through warrant issuance, including vendor payments and automatic distribution into financial system with extensive capabilities.
  - 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. Requisition/Purchase Order processing from generating through encumbering and issuing.
  - 4. Accounts Payable processing from encumbering through warrant issuance and posting to the general ledger and subsidiary accounts with extensive report capabilities.
  - 5. Accounts Receivable processing from invoicing through 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. Six funds available: General, Capital Projects, Debt Service, ASB, Transportation Vehicle, and Long Term Debt ("Holding Account").
  - 8. 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.

9. 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. Network planning and assistance in support Fiscal Management Software services.
11. **UI FAST TAX** – In Legacy/WISE download quarterly unemployment data from payroll module and transmit via internet connection to the Department of Employment.

## **II. STUDENT MANAGEMENT SYSTEM SERVICES**

- A. Student Management System Coordinator Services, including telephone, email, and onsite support.
- B. Classroom training on WSIPC Student Management supplied software.
- C. Documentation as provided and delivered with WSIPC supplied software and/or as modified by SWRDC.
- D. Print output services at SWRDC.
- E. Software support for Student Management application systems services.
- F. Student Management system software functionality includes current and historical record maintenance, available by school year.
  1. Full scheduling capabilities, and master schedule builder.
  2. Grade reporting.
  3. Transcript reporting.
  4. Attendance system.
  5. Enrollment reporting for FTE, vocational and/or special education to meet state requirements.
  6. Reporting of Truancy, Health, SSIS/CEDARS, P210, and other reports to meet state requirements.
  7. Assessment testing booklet identification processing to meet state requirements.
  8. Program for updating and storing Special Education student master records, and reporting to meet state requirements.

9. Discipline administration.
10. Food Services administration.
11. Student demographics, parent/guardian, emergency contact management.
12. Web access for parents and students.
13. Web access for teachers, including electronic Gradebook and reporting.
14. Security administration.

School District Name: WOODLAND

2008-09 Adjustment and 2009-10 Billing

<u>FTE Used</u>	<u>Actual FTE</u>	<u>Cost per FTE</u>	<u>Amount Should Be</u>	<u>Amount Billed</u>	<u>One-time Adjustment</u>
2,129.63	2,130.16	35.06	74,683.41	74,664.83	18.58

<u>FTE Used</u>	<u>Cost Per FTE</u>	<u>2009-10 Fee</u>	<u>2009-10 Total</u>	<u>Monthly for September</u>
2,130.16	33.56	71,488.17	71,506.75	5,957.35

Total September Billing 5,975.93

Monthly billing amount for the months of October 2009 thru August 2010 5,957.35