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Dr. Twyla G. Barnes

June 12, 2009

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

Dear Michael:

Attached is your renewal contract for the FlashNews School Announcement Network (Now called FlashAlert Newswire). This valuable service is user-friendly and effective in getting school closures, emergency information and media releases out to the news markets. The annual fee for this service is minimal and is based on the FTE for your district. **There will be NO increase in fees this year.**

The vendor of this system, Craig Walker Communications, has made some changes to the names of the various technologies and has included some impressive enhancements to the system. ***Please review the following changes:***

**NEW NAME FOR FLASHNEWS:**

- To avoid confusion with another news service with the same name, FlashNews is now FlashAlert Newswire (media notification) and FlashAlert is now FlashAlert Texting (parent notification). Here is how to access the three sides of the system:
  - a. For you to post news: [www.FlashAlertNewswire.net](http://www.FlashAlertNewswire.net)
  - b. For the public to view your news: [www.FlashAlert.net](http://www.FlashAlert.net)
  - c. For the media's use: [www.FlashAlertPortland.net](http://www.FlashAlertPortland.net)

**SYSTEM ENHANCEMENTS – AT NO ADDITIONAL CHARGE:**

- If you contract for FlashAlert Texting, parents and others who self-register now have the option of getting their news via Twitter (in addition to emails and text messaging). Twitter is very fast and reliable and many already are using it. Craig has set up a special FlashAlert/Twitter account for each of the districts using the texting/email feature for parent notifications. Twitter has special arrangements with the cell companies that enable their messages to go out fast and reliable, so we will be encouraging people to use Twitter for FlashAlert text messages instead of registering their cell text address directly in their FlashAlert account.

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- If you post weather closures, you probably don't like calling stations when your information is missing or incorrect. Now, 45 minutes after you post a message, you may go back to the page and checkbox the name of a station that has it wrong or missing and a reminder will be immediately sent to them specifically.
- If you post pictures with your news releases, you now have a field for attaching caption info, and can send up to 10 photos or files.

There are another dozen tweaks coming on line that are enhancing system efficiency as well. 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,

A handwritten signature in cursive script that reads "L. Williams".

Lori Williams  
Deputy Director, School and Agency Operations



## ESD 112 FlashAlert Services Addendum

Woodland School District currently participates in **FlashAlert Newswire** and **FlashAlert Texting** (formerly called FlashNews and FlashAlert)

Please check the options you wish to purchase for the 2009-2010 School Year:

**FlashAlert Newswire - \$ 425.00**

- FlashAlert Newswire (formerly FlashNews) collects emergency information (such as snow closures) as well as non-urgent news releases for distribution to the news media in the cities you choose. Stations get your information on a webpage they monitor; as emails; and as a file that is pushed into media websites. You can post your news from anywhere you have Internet access, and you can customize your account to have your information go to groups of people besides the news media. FlashAlert Newswire is used by every school district, college and larger private school from Olympia to Roseburg.

**FlashAlert Texting - \$ 425.00**

- FlashAlert Texting (formerly FlashAlert) is a companion service to FlashAlert Newswire. This service allows the public to self register their email, cell text message and/or Twitter addresses so that they receive the information you post at the same time the media receives it. There is no cost to the public to register. Once a year registrants confirm they wish to continue receiving the information.

Signature: \_\_\_\_\_ Date \_\_\_\_\_



**EDUCATIONAL  
SERVICE  
DISTRICT 112**

Agreement//Contract No: 1003-30  
Revenue code: 6892 81 0000 063 0000 0000  
Fiscal Year: 2009-2010

**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 404**  
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, 2009 to August 31, 2010.

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](http://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  
Please see attached addendum to indicate your service level
- 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.**

Educational Service District 112

Woodland School District 404

\_\_\_\_\_  
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.