

**AGREEMENT FOR
eDataDoc Cooperative**

Between

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT
800 Oakesdale Avenue S.W.
Renton, WA 98057-5221**

And

**North Kitsap School District
18360 Caldart Ave NE
Poulsbo, WA 98370-8775**

This agreement between Puget Sound Educational Service District, hereinafter referred to as ESD, and Member School District, hereinafter referred to as the District, in accordance with the requirements of Chapter 39.34 RCW and by appropriate Board resolution, have resolved to enter into this agreement to join the eDataDoc Cooperative hereinafter referred to as the "Cooperative" and hereby agrees as follows:

I.

NATURE AND PURPOSE OF ORGANIZATION

This Cooperative will be known as the eDataDoc Cooperative. The purpose of the Cooperative is to provide support for district access to GoalView, an information management system for Pre K-12, Special Education, Title I and other educational programs, hosted by Public Consulting Group as well as improve educational outcomes through sharing resources, best practices, and standardization.

II.

EFFECTIVE DATE

The term of this agreement shall be in effect beginning September 1, 2017 and will expire August 31, 2018. This agreement is not considered valid unless there are sufficient revenues from all member districts to meet the costs of provided services as identified in Section V. The normal contract year shall be defined as beginning September 1 and ending on August 31 of each year.

III.

MEMBERSHIP

The District shall become a member of the Cooperative by completing this agreement and paying the fees, as defined in Section V of this agreement.

IV.

RENEWAL AND TERMINATION

This agreement is subject to automatic renewal from year to year from September 1 to August 31. The District is required to give written notice of its election to terminate to the ESD prior to March 1 of each year, and the ESD must give written notice of its election to terminate to the District prior to March 15 of each year.

The ESD will submit agreements to Cooperative member Districts by May 1 of each year. The Districts will return signed contracts to the ESD by June 15 of the current year.

V.

FINANCING

The District will pay a membership fee as established by the Cooperative and agreed upon by the District and approved by the Puget Sound ESD Board. eDataDoc Members will pay a membership fee based on special education student enrollment. Said fee for 2017-2018 is:

- Member district renewal rate for GoalView Application Hosting Services will be \$11.00/year/active special education student headcount plus current Washington State Sales Tax.
- Member district renewal rate for GoalView Application Hosting Services will be \$1.00/year/inactive special education student in district's database plus current Washington State Sales Tax.
- Member district rate for support services will be \$6.00/year/active special education student.
- District agrees to be billed for any discrepancies in GoalView outside a range of +/- 30 students and staff as a result of student import.

A base level of services shall be provided as detailed under Section VII of this agreement. The District's fee for 2017-2018 is for a **Grand Total of \$15,630.10** based on the student records data import count taken during the month of February 2017 of 839 active pupils and 131 inactive pupils. **Please see Addendum A – Schedule A – GoalView Washington Coop Pricing for details of fees and estimated taxes.**

During October, the student data import will be re-counted and each District shall be charged or refunded a fee in those instances where the student count discrepancies in GoalView exceed a range of +/- 30 students compared to the February counts.

Said membership fees for support services will be subject to change based on annual cost of living increases (COLA) in the greater Seattle/Tacoma area and/or additional provided services and/or additional equipment acquisition for the eDataDoc Cooperative's usage and shall be determined by a majority vote of the eDataDoc Cooperative Management Team and approved by the ESD Board.

Fees for GoalView Application Hosting Services will be determined by the terms and conditions of the GoalView Washington Master Volume Software Pricing Agreement.

The District, as a member of the Cooperative, may participate in the Cooperative activities at the established fee. Additional consultant time, which is deemed over-and-above that which is provided by the basic fee, will be at the rate of One Hundred Twenty (\$120) dollars per contact hour.

VI.

DUTIES OF THE LOCAL EDUCATION AGENCIES

In order to facilitate this agreement and avail itself of the services to be provided by the ESD, the District shall perform the following functions and duties:

1. The District shall pay its share for the program costs as set forth in this agreement. The expenditure of these funds shall be the responsibility of the ESD. Programs for the purposes of this paragraph mean the total services provided by the ESD pursuant to this agreement and all costs associated therewith.
2. The District further agrees that it shall indemnify and/or hold harmless the eDataDoc Cooperative and all other members from any liability due to the District's failure to use due care in exercising this agreement.
3. The District shall allow assigned Cooperative personnel to attend coop-funded, training programs, with said training(s) to be considered part of the labor service time provided by the ESD.
4. The District shall designate in writing no more than two persons total that will be responsible for day to day end-user support and contacting ESD for telephone support. Prior to acting as a GoalView Administrator and GoalView Manager, the individuals must receive training to ensure a successful implementation. The GoalView Administrator and GoalView Manager personnel may be changed upon written notice from district to ESD and should assume duties upon completion of training. District agrees that all telephone support questions from individual users will be directed to the GoalView Administrator and GoalView Manager personnel. District agrees that direct support of individual users by ESD staff is beyond the scope of the agreed services. However, ESD support staff may contact individual users as part of the problem resolution process initiated by district GoalView Manager or Administrator. Direct support of end users will be available from the ESD on a billable hourly basis at the coop rate stated in Section V.
5. After the initial account password assignment, District is responsible for user account management.

VII.

DUTIES OF THE EDUCATIONAL SERVICE DISTRICT

In order to assist the District in providing end user client services, the ESD shall perform the following functions and duties within the constraints of funds made available by the Cooperative members for the purposes of this agreement.

1. Develop budget and expend funds made available by member Districts for the purpose of supporting and maintaining Cooperative services provided for herein during the contract year encompassed by this agreement.
2. Employ, compensate and provide the technical personnel and program support staff to operate the Cooperative. Staffing shall consist of total FTE of .70 for 8 hours/day, 5 days/week dedicated application

support¹ to district GoalView Managers and Administrators for the GoalView Washington software application. This FTE may be changed and shall be determined by a majority vote of the eDataDoc Cooperative Management Team. All persons employed by the ESD for the purpose of staffing shall be employed under the direction of, and shall be bound by, the personnel policies as previously or hereafter adopted by the Puget Sound ESD Board.

3. ESD's technical and training staff will receive technical, Train-the-Trainer and end user training, and achieve PCG approval prior to conducting Customer Software training.
4. Provide Customer Train-the-Trainer training at ESD headquarters, the District's site, or via remote based training.
5. Coordinate the purchase of supplies and materials for the Cooperative.
6. Provide the necessary administrative services for the efficient operation of the Cooperative. Such services shall include, but not be limited to, supervision, accounting services, payroll, and other bookkeeping requirements.
7. Provide the space to house Cooperative employees and materials, when and where necessary, for the efficient performance of responsibilities.
8. Act as overall administrator for Cooperative, consistent with this agreement, and bring to the attention of the member Districts contact concerns with implementing the terms herein.
9. Maintain adequate records for the accounting of the costs of Cooperative, including the payment of bills and auditing of those bills. The District reserves the right to review the accounting of costs upon request.
10. Provide cross-trained support personnel, if available, in the event of vacation or emergencies.
11. A summary of base level of services provided below:
 - a. Program staffing support (phone support, contract preparation, distributing end user client calls, taking meeting minutes, etc.).
 - b. Application software support of district Managers and Administrators (account management, screen navigation, GV terminology, data dictionary, problem resolution, just-in-time training, and SIS integration).
 - c. Application connectivity problem resolution.

VIII.

OWNERSHIP OF PROPERTY

Ownership of real or personal property purchased with the funds expended pursuant to this agreement shall remain the property of the ESD.

¹ 8 AM to 5 PM Monday through Friday. Holidays excluded

IX.

ADMINISTRATIVE UNIT

It is agreed that the coordination, administration and management of the eDataDoc Cooperative shall be by an established eDataDoc Management Team and the ESD. Management Team votes will be assigned to each member district according to the student records data import count taken during the month of February 2017 as follows: under 1,000 = 1 vote; 1,000-2,000 = 2 votes; and over 2,000 = 3 votes..

All services provided by the ESD shall be formed in accordance with policies adopted by the Puget Sound ESD Board, including but not limited to, policies regarding hiring, reduction in force, annual leave, salary and other personnel policies.

X.

NONDISCRIMINATION

No person shall on the grounds of race, creed, color, national origin, sex, marital status or the presence of any sensory, mental or physical handicaps, be excluded from participation in or be denied the benefit of, or otherwise be subjected to discrimination with regard to any activity pursuant to this agreement.

XI.

CONFIDENTIALITY

All parties agree to maintain the confidentiality of student data as required by state and federal regulations.

XII.

INDEMNIFICATION / HOLD HARMLESS

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of injuries and damages caused by each party's own negligence.

XIII.

DEBARMENT

By signing this contract, each party, PSESD and the District, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has authorization to enter into the attached contract.

The PSESD and the District agree to written notification in the event it is debarred, suspended, or proposed for debarment by any Federal department or agency.

XIV.

OTHER AGREEMENTS

Neither party to this agreement shall assign their rights or delegate their performance obligations under this agreement nor shall they sublet this agreement as a whole.

This written agreement constitutes the mutual agreement of the District and the ESD in whole. No alteration or variation of the terms of this agreement and no oral understanding or agreements not incorporated herein shall be binding unless made in writing and signed by the ESD and the District.

XV.

AGREEMENT SIGNATURES

ESD

DISTRICT

Bruce Cunningham
Director, Evaluation and Research
Puget Sound Educational Service District

NAME: Rachel Davenport
(printed or typed)

SIGNED: Bruce Cunningham

SIGNED: Rachel Davenport 4/26/17

DATE: 4/19/17

TITLE: _____
North Kitsap School District
SEED Director

DATE: _____

Designated ESD Representative:
Bruce Cunningham
(425) 917-7834
bcunningham@psesd.org

GoalView Administrator:
Rachel Davenport
Director, Special Education
North Kitsap School District

GoalView Manager:
Denise Clark
(360) 394-2604
dclark@nkschools.org

ADDENDUM A
TO AGREEMENT #1718-0009
FOR
eDataDoc Cooperative

Between
PUGET SOUND EDUCATIONAL SERVICE DISTRICT
 and
North Kitsap School District

SCHEDULE A – GoalView Washington Coop Pricing

North Kitsap School District 2017-2018 - 12 Months		
COOPERATIVE FEES	COUNTS	COST
<u>LICENSING FEES</u>		
CURRENT CHILD COUNT @ \$11	839	\$ 9,229.00
INACTIVE CHILD COUNT @ \$1	131	131.00
SUB TOTAL		\$ 9,360.00
Estimated Local Sales Tax – 9.0% (based on Quarter 2 – 2017 rate)		842.40
Total Licensing Fee		\$10,202.40
WSIPC Software Maintenance		\$ 393.70
<u>SUPPORT SERVICES</u> (M-F 8-5 PST)		
GoalView Help Desk Support Based on \$6.00 per child count only	839	\$5,034.00
GRAND TOTAL		\$15,630.10

BUSINESS OFFICE USE ONLY	
Customer Number: _____	Approved by/date: _____
Account Codes:	
960: 1808-71-0000-000-0000-7201	Amount: \$10,596.10
960: 1808-71-0000-000-0000-7202	Amount: \$ 5,034.00
Invoiced date/number: _____	
Comments: _____	

Copies mailed: Department _____	Customer: _____