



# **Northwest Educational Service District 189**

*Together We Can*

## **2012-2013 NWESD Technology Services Network Cooperative Agreement**

### **ON-SITE AND REMOTE SERVICE**

#### **Conway School District**

#### **I. INTRODUCTION**

WHEREAS, RCW 39.34 and RCW 28A.320.080 together authorize the local school districts within the State of Washington to join together to form cooperatives for the purpose of providing services for the participating school districts; and,

WHEREAS, RCW 28A.310.180 directs educational service districts to establish cooperative service programs for school districts within their service area which will hopefully economize for the local school districts by providing services that would otherwise be more expensive if the Cooperative were not formed or which will provide services that could not otherwise be efficiently acquired; and,

WHEREAS, several local school district superintendents and their Boards of Directors within the Northwest Educational Service District 189 (hereinafter referred to as NWESD) service area have determined that support for information systems such as communications/data networks and components is necessary for district functions and have requested NWESD to form an Network Cooperative (hereinafter referred to as Cooperative) to help provide this support; and,

WHEREAS, the Board of Directors and Superintendent of NWESD have agreed to coordinate and operate the Cooperative; thus,

A Network Cooperative is hereby created by and between NWESD and various school districts (hereinafter referred to as Member) according to the terms and conditions described below.

#### **II. NAME/PURPOSE**

This cooperative will be known as the NWESD Network Cooperative (hereinafter referred to as Cooperative). The purpose of the Cooperative is to provide technical assistance to employees of Cooperative Members in the area of communications/data networks and related components.

### III. MEMBERSHIP

Membership in the Cooperative will be limited to school districts and their sponsored programs, including private schools, located within the boundaries of NWESD. All membership applications require submission of two (2) appropriately completed copies of this Agreement, signed by the local school district superintendent, private school district superintendent, or sponsored program chief administrator. Once sponsored by a member district, the sponsored program/private school shall become an equal member of the Cooperative for as long as it adheres to the terms of the Agreement. Each member of the cooperative will be responsible for all costs incurred on its behalf, pursuant to Article V, *Organization Finance/Budget Maintenance*.

### IV. TERM OF AGREEMENT

For any individual district or sponsored program, this agreement will be for the 2012-2013 school year, beginning **September 1, 2012, and ending August 31, 2013**. Further, participating districts or sponsored programs agree to continue participation in the cooperative for each consecutive fiscal year following August 31, 2013 unless they provide *written notice of termination prior to the May 31<sup>st</sup>* proceeding the August 31<sup>st</sup> of termination period. Termination is limited to August 31<sup>st</sup> of the identified year.

### V. ORGANIZATION FINANCE/BUDGET MAINTENANCE

It is the desire of the members to have NWESD operate and supervise the Cooperative. To this extent, NWESD will incorporate in its General Fund Budget the dollars collected from the districts participating in this Cooperative, will account for the expenditures of this budget as all other expenditures in the General Fund are accounted, including establishment of the internal controls necessary to protect the funds of this Cooperative, and will collect the monies from the members of this Cooperative and spend said monies for the operation of the Cooperative as allowed for by this agreement.

Each member will pay a membership fee as established by the Advisory Board of the Cooperative. **Said fee for 2012-2013: \$1,430.00/month for Conway School District for the equivalent of 2 days/month on-site network specialist support and 2 hrs/month remote network support services.** Invoicing will occur monthly in arrears unless other arrangements are approved in advance by the Cooperative Manager. Delinquent accounts may be assessed an interest charge of one and one half percent (1.5%) per month.

Any member within 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 for the basic fee will be at the rate eighty dollars (\$80) per on-site contact

hour and seventy-five dollars (\$75) per remote contact hour for network support specialist consulting time. Related expenses will be billed to the Member requesting additional services.

## VI. DUTIES OF MEMBER

In accordance with this agreement, the Member shall:

1. Waive any locally established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
2. Not use federal funds for payment of any fees/purchases related to this Agreement, unless it provides prior written notice to: Attn Carol Browder, NWESD Assistant Superintendent for Finance and Compliance. This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.
3. Allow assigned Cooperative personnel to attend out-of-district, coop-funded, training programs, with said training(s) to be considered part of the labor service time, as defined in Section IV, provided by NWESD.
4. Provide some in-kind services such as photocopying, secretarial time for the NSS (Network Support Specialist) while he/she is on-site, use of telephone, etc.
5. Provide a basic work area with access to the Member's communications infrastructure.
6. Establish a primary and back-up contact person for the Member who will coordinate all information systems support activity district-wide with Cooperative personnel.
7. Pay necessary membership assessments to NWESD. Delinquent accounts may be assessed an interest charge of one and one half percent (1.5%) per month.
8. Provide keys and security information to allow Cooperative personnel twenty-four hour access to Member communications infrastructure, or as defined by the Member.
9. Participate in decisions on special assessments in addition to the Cooperative Fee for the acquisition of specialized tools/equipment/software/training decided and requested by the members.

10. Absorb percentage of vacation, holiday, training, and sick time, which is equal to the percentage of participation in the Cooperative, as per the following table which is based on a 260 day work year.

Conway School District Commitment Percentage:  $2 \text{ days/month} \times 12 \text{ months} / 255 \text{ days} = 9\%$

	FTE	Member Commitment
Holidays	13	1.17
Vacation	20	1.8
Training	05	.45
Sick	12	1.08

### VII. DUTIES OF NORTHWEST ESD

In accordance with this agreement, within the resources provided from members participating in this cooperative, NWESD shall:

1. Employ, manage, and provide compensation and benefits to personnel to meet the terms of this Agreement for its duration.
2. Provide tools, equipment, and training for Cooperative personnel for the timely delivery of preventative, diagnostic and problem resolution support to information systems which are integral components to the data communications infrastructure (Network).
3. Provide personnel to deliver on-site or remote Network troubleshooting, repair and other support services related to the Network. It is recognized that this may involve a team approach.
4. Act as overall administrator for Cooperative consistent with this agreement and will bring to the attention of the Member contacts concerns with implementing the terms herein.
5. Maintain adequate records for the accounting of the costs of Cooperative, including the payment of bills and auditing of those bills.
6. Provide cross-trained support personnel, if available, in the event of vacation or emergencies.
7. Keep on deposit with the designated County Treasurer, all funds attributable to Cooperative which have not been used to operate the Cooperative. (No separate

fund will be established, but a separate accounting of these funds will be accomplished.)

### **VIII. SUSPENSION AND DISBARMENT**

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

### **IX. DISTRIBUTION OF ASSETS ON TERMINATION**

Since NWESD is designated Administrator of this Cooperative and since NWESD will have title to all equipment acquired through this Cooperative, and, also, since NWESD is operating other Cooperatives for the various school districts within their service area for other purposes, if this Cooperative dissolves, the title to all remaining equipment and assets from the Cooperative will remain with NWESD to be used for NWESD purposes.

If any member decides to discontinue participation in the Cooperative, no assets will be distributed to said departing member on such termination.

### **X. ASSIGNMENT/WAIVER/SEVERABILITY/HEADINGS**

Rights or responsibilities required or authorized by this agreement are not assignable by the parties.

No provision of this agreement, or right to receive reasonable performance, or any act called for by its terms shall be deemed waived by breach thereof as to a particular transaction or occurrence.

If any term or 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 this agreement which can be given effect without the invalid term, condition, or application; to this extent, the terms and conditions of this agreement are declared severable.

The headings of each of these sections are provided only to guide the reader and shall not be used to change the meaning of the content of any of said sections.

### XI. READ AND UNDERSTOOD/SIGNATURES

By signing this agreement, the parties acknowledge that they have read and understood this agreement, including any supplements or attachments thereto and do agree thereto in every particular. The parties further agree that this agreement, together with any appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, theretofore related to the subject matter of this agreement. With the signatures below, the parties indicate approval by their respective governing board to enter into this Agreement.

#### Conway School District

Ken S. Axelson  
Superintendent

3-8-12  
Date

#### Northwest Educational Service District 189

[Signature]  
Superintendent

3/14/12  
Date