INTERLOCAL AGREEMENT FOR RENEWING SERVICES
FISCAL YEAR 2026-2027

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 ESD 189, 1601 R Ave Anacortes, WA 98221, hereinafter referred to as the "Consortium Member".

IN WITNESS WHEREOF, the Consortium Member 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.

ESD 189

AUTHORIZED SIGNATURE: Ismael Vivanco (Aug 5, 2026 19:59:16 PDT) DATE: 08/05/2026

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE: Tim Merlino (Aug 5, 2026 20:01:49 PDT) DATE: 08/05/2026

Summary Statement-Agreement Purpose
PDENROLLER APPLICATION HOSTING AND DEVELOPMENT SERVICES

Agreement Number: 27121-278	**Financial Terms**: Payments under this Agreement shall not exceed $45,724.
Agreement Period Full Term: September 1, 2026 - August 31, 2031 Initial Term: September 1, 2026 - August 31, 2027 Nonrenewal Notification: May 1st	**Invoice Schedule**: To be billed in quarterly installments of $11,431 September, December, March & June.

Attachments: This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the Parties.

Exhibit A: Terms for Services Provided
Exhibit B: General Terms & Conditions
Exhibit C: Services Provided

ESD112 INFORMATION	
REV ACCT NO:	8983 81 0310
DIST CONTACT NAME	David Forsythe
DIST CONTACT EMAIL	dforsythe@nwesd.org
ESD CONTACT NAME	Makoa Jacobsen
ESD CONTACT EMAIL	makoa.jacobsen@esd112.org

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

EXHIBIT A
TERMS FOR SERVICES PROVIDED

1. Purpose.

1.1 ESD112 and the Consortium Member are entering into this Agreement for the purpose of coordinating efforts and sharing services for hosted computer services for the pdEnroller application system (collectively "Services"). A description of Services is listed in Exhibit C of this Agreement.

1.2 The provision of educational, instructional or specialized services in accordance with this Agreement is intended to improve student learning or achievement.

2. Term.

2.1 Initial Term. The Initial Term for the Agreement shall be from September 1, 2026 to August 31, 2027.

2.2 Renewal Term. This Agreement shall automatically be renewed for an additional one-year term (the Renewal Term), unless either party to the Agreement notifies the other party in writing prior to May 1st that it is not renewing the Agreement. The party that fails to provide written notice before May 1st shall be required to pay damages in accordance with Section 4 of Exhibit B. Changes to services ESD112 is obligated to provide or fees the Consortium Member is obligated to pay shall be addressed as amendments (Exhibit B, Section 3) to this Agreement.

3. Finance, Budget and Property.

3.1 Agreement Amount. The Consortium Member shall pay ESD112 an amount of $45,724.00 for services provided under this Agreement as described in Section 1.1 above and Section 4 below.

3.2 Invoicing. ESD112 shall invoice the Consortium Member in equal quarterly installments of $11,431.00 to be billed in September, December, March, and June. Invoices shall be paid within thirty (30) days of receipt.

3.3 Budget. A separate budget for services under this Agreement is not necessary and therefore is not being prepared. Expenses and revenues shall be addressed in the Consortium Member's and ESD112's budget.

3.4 Property. All personal property and assets acquired or received in connection with the obligations under this Agreement, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by ESD112, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property shall not be acquired.

4. Scope of Services and Parties' Obligations. The Parties agree to fulfill the following obligations:

4.1 Responsibilities of ESD112. ESD112 shall:

4.1.1 Own the copyrights, title, and interest in pdEnroller, and the right to license the use of the pdEnroller website. "Website" means all hardware, software, designs, processes, documentation, source code, and any derivative works of the pdEnroller application system, including services and support related to the delivery of pdEnroller Services.

4.1.2 Coordinate the pdEnroller Product Steering Committee ("Steering Committee") meetings. The Steering Committee shall consist of one representative from each of the Consortium Members.

4.1.3 Provide the Consortium Member with Services for pdEnroller. The Consortium Member understands and agrees that ESD112 shall host the Consortium Member's pdEnroller website utilizing information provided by the Consortium Member.

4.1.4 Provide managed web hosting services to the Consortium Member including web server access to manage pdEnroller website data through remote management administrative tools. pdEnroller hosting equipment shall be located at ESD112.

4.1.5 Own and maintain full control of any equipment used to host pdEnroller, including installation, configuration, administration, and operation.

4.1.6 Communicate to the Consortium Member any plan to relocate the pdEnroller web hosting service to another facility in writing at least ninety (90) days in advance.

4.1.7 Not intentionally provide to the Consortium Member any content, that (a) infringes on any third party's intellectual property or publicity/privacy rights; (b) violates any applicable law or regulation; (c) is defamatory, violent, clearly harmful, or obscene or pornographic or infringes on citizens' rights; or (d) contains any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage or interfere with any system, data, or personal information. ESD112 reserves the right to refuse subject matter it deems inappropriate.

4.1.8 Provide reasonable pdEnroller technical support to designated staff of the Consortium Member. Support shall be provided by ESD112's pdEnroller support staff through the Help Desk ("Help Desk"). Incidents related to website hosting services shall be communicated to the Help Desk by use of pdEnroller's web-based incident tracking system. To expedite critical incidents, the Consortium Member may also use the telephone and email to increase the incident's visibility to the Help Desk. In addition, the Consortium Member shall identify staff who are authorized to contact the Help Desk for purposes of reporting an incident.

4.1.9 Provide updates to pdEnroller. Updates are subsequent releases to the website that may include maintenance fixes or problem resolutions that are generally made available to the Consortium Member at no charge. Updates do not include custom services or enhancements, which shall be implemented following a recommendation process from the Steering Committee with costs distributed to the Consortium Members. pdEnroller may be updated without notice; provided however that ESD112 shall alert the Consortium Members in advance of any update that significantly alters or modifies the functionality of pdEnroller, or requires additional training.

4.1.10 Provide details of support service levels for pdEnroller, listed in Exhibit C Services.

4.1.11 Employ or contract 0.2 FTE to support onboarding and training materials in alignment with the AESD.

4.1.12 Invoice the Consortium Member in accordance with Section 3 above.

4.2 Responsibilities of the Consortium Member. The Consortium Member shall:

4.2.1 Grant to ESD112 the limited, nonexclusive right to copy, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use of the Consortium Member's pdEnroller website, any of the Consortium Member's content, or any of the Consortium Member's marks provided to ESD112 solely for the purpose of rendering ESD112 Services under this Agreement. Such limited right shall extend to no other

materials or for any other purpose and will terminate automatically upon termination of this Agreement for any reason.

4.2.2 Be responsible for the input and management of the Consortium Member content into the Consortium Member's pdEnroller website.

4.2.3 Designate an administrative staff member to participate on the Steering Committee.

4.2.4 Provide a single point of contact for administrative authorizations and support ("Organization Administrator"), and a single point of contact for pdEnroller software application operations support ("Organization Registrar"). The Organization Administrator and Organization Registrar shall act as the primary contacts with ESD112 in matters pertaining to services provided to the Consortium Member by ESD112.

4.2.5 Attempt to resolve issues related to use and support of the Services. If issues cannot be resolved by the Consortium Member staff, issues shall be escalated to ESD112 by either the Organization Administrator or Organization Registrar, as assigned by the Consortium Member.

4.2.6 Provide full production and test database access to ESD112 pdEnroller staff directly engaged in the support and delivery of Services to the Consortium Member. ESD112 requires access to production and test pdEnroller databases, or any derivatives thereof, utilized by the Consortium Member in order to deliver Services to the Consortium Member.

4.2.7 Not disclose or make available any software or documentation associated with the Services to any parties or persons not using the Services on behalf of the Consortium Member. The Consortium Member understands that pdEnroller contains copyrighted material and agrees to safeguard all materials being provided under this Agreement and shall not change, modify or alter any software without prior written permission, nor infringe on or violate any vendor license agreement entered into on their behalf.

4.2.8 Negotiate an amount to be included in a separate Statement of Work or the amendment of any existing Statement of Work should any service beyond the scope of this Agreement be requested by the Consortium Member or required of ESD112.

4.2.9 Pay ESD112 in accordance with Section 3 above.

4.3 Additional Provisions. As related to the Services described in 1.1 above and Exhibit C.

4.3.1 Limitation of Liability. ESD112 shall not be liable for (a) any loss of use, loss of data, or interruption of business or (b) any indirect, special, incidental, consequential, or punitive damages of any kind (including, without limitation, lost profits), regardless of the form or action, whether in contract, tort (including negligence), strict liability, or otherwise, even if ESD112 has been advised of the possibility of such damages. The Consortium Member acknowledges that these limitations are an essential element of this Agreement, and absent such limitations, ESD112 would not enter into this Agreement.

4.3.2 Disclaimer of Warranties. ESD112 makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services or software. The aggregate and cumulative liability of ESD112 and its affiliates and licensors for any matter arising out of or related to this Agreement shall in no event exceed the fees that the Consortium Member paid to ESD112 hereunder during the term of this Agreement. Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will ESD112 or its affiliates or

licensors be liable to the Consortium Member for any special, incidental, punitive or consequential damages, including lost profits or loss of data, whether based on breach of contract, tort (including negligence), product liability, or otherwise and whether or not ESD112 has been advised of the possibility of such damage.

4.3.2.1 Exclusion. No oral or written information or advice given by ESD112, its agents or employees shall create a warranty, or in any way increase the scope of this warranty, and the Consortium Member may not rely on any such information or advice.

4.4 Internet or Network Delays. ESD112's Services and software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. ESD112 is not responsible for any delays, delivery failures, or other damages resulting from such problems.

5. Agreement Contacts.

	THE CONSORTIUM MEMBER		ESD 112
SIGNATURE AUTHORITY / NOTICE CONTACT			
Name:	Ismael Vivanco		Tim Merlino
Position:	Superintendent		Superintendent
Email:	ivivanco@nwesd.org		tim.merlino@esd112.org

EXHIBIT B
GENERAL TERMS & CONDITIONS

1. Authority & Organization.

1.1 This Agreement is entered into in accordance with 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.

1.2 A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

2. General Responsibilities of the Parties. ESD112 and the District shall:

2.1 Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD112 facility. No party/person who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 shall be allowed to do work under this Agreement if they may have contact with children in a public school or ESD112 facility. Failure to comply with this provision is grounds for immediate termination of the Agreement.

2.2 Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' respective boards of directors.

2.3 Provide and maintain general liability coverage, including but not limited to bodily injury, property damage liability, contractual liability coverage, and automobile coverage. The insurance required hereunder shall have a single limit liability in an amount not less than $1,000,000 per occurrence and general aggregate liability of not less than $3,000,000. The District's insurance shall provide Primary and Non-Contributing coverage. The Parties shall, upon request, provide each other suitable evidence of the coverage required. The Parties agree there shall be no cancellation, material change, or reduction of limits or non-renewal of the insurance coverage required by this Agreement without thirty (30) days written notice.

2.4 Obtain any licenses or permits required to perform their respective obligations under this Agreement.

2.5 Maintain books, records, documents, data and other materials compiled and related to the performance of obligations under this Agreement for the time period required under law or any applicable grant agreement. Both Parties agree to provide access to and copies of any such books, records, documents, data or other materials to the other party upon request.

2.6 Take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.

3. Amendment. Changes to services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed in signed amendments to this Agreement, provided forty-five (45) days before the amendment is to take effect, unless otherwise mutually agreed.

4. Termination and Damages for Termination with Inadequate Notice.

4.1 Mutual Termination. This Agreement may be terminated by mutual agreement by the Parties.

4.2 Damages Paid by the District. If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term (see Exhibit A, Section 2.2) and this Agreement is for services that are provided by ESD112 employees who do not have a certificated contract with ESD112, the damages ESD112 shall incur may be less than the fee the District would have paid to receive the services for the Renewal Term. In that case, the District shall pay ESD112 for damages ESD112 incurs as a direct or indirect result of not being notified by the Renewal Term that the District is terminating the Agreement.

4.3 Damages Paid by ESD112. If ESD112 fails to notify the District that it is terminating this Agreement prior to the Renewal Term of (see Exhibit A, Section 2.2), ESD112 shall pay the District the 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, and the fees the District pays the third party must be based on reasonable market rates.

4.4 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.

5. General Provisions.

5.1 Assignment. Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.

5.2 Attorneys' Fees and Costs. In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.

5.3 Authority. The terms and conditions of this Agreement to which the Parties agree are being entered into by appropriate resolutions or delegation of authority by the respective boards of directors of ESD112 and the District.

5.4 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.

5.5 Compliance Orders. ESD112 shall deliver services in compliance with all applicable federal, state, and local laws, regulations, and binding public health orders in effect at the time services are performed. Advisory guidance issued by the CDC, Washington State Department of Health, or OSPI may be considered where applicable but shall not, by itself, modify contractual obligations unless incorporated by written amendment.

5.6 Conflict of Interest. No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. ESD112 and the District warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.

5.7 Data Security and Data Breach Notification. Each Party agrees to implement and maintain reasonable administrative, technical, and physical safeguards to protect any confidential, personally identifiable, or otherwise legally protected data obtained, accessed, or generated in connection with this Agreement ("Protected Data") from unauthorized access, disclosure, modification, or destruction, and to comply with all applicable federal and state data privacy and security laws, including chapter 19.255 RCW. Protected Data shall be used solely for purposes of performing obligations under this Agreement and shall not be disclosed or used for any other purpose except as permitted or required by law.

5.7.1 If, and only to the extent that, performance of this Agreement involves student education records or other student personally identifiable information ("Student Data"), each Party shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and applicable state law, and shall use Student Data only as permitted under FERPA or as otherwise required by law.

5.7.2 In the event either Party becomes aware of a suspected or confirmed unauthorized access, disclosure, or breach of Protected Data (including Student Data, if applicable) related to this Agreement, that Party shall notify the other Party without unreasonable delay and, in no event, later than five (5) business days after discovery, unless a shorter period is required by law or notification would impede a law enforcement investigation.

5.7.3 Notice shall include, to the extent known: a general description of the incident, the categories of data affected, the estimated date or date range of the incident, and a summary of corrective actions taken or planned. Each party is responsible for costs and obligations arising from its own failure to comply with this section or applicable law.

5.8 Force Majeure. 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 4 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.

5.9 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.

5.10 Indemnification. Both Parties agree to defend, indemnify and hold harmless the other party, and its employees, officers, board of directors, and agents from any and all actual or threatened claims, actions, damages, liability, losses, and expense, except to the extent caused by the sole or gross negligence of the indemnifying party, or the indemnifying party's employees', officers', board of directors', and agents'.

5.11 Intellectual Property. Any materials ESD112 produces shall be owned by ESD112. ESD112 shall be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found to be "works for hire", the District hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The District shall not use any materials produced for, or by, ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.

5.12 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), age, sex, gender expression or identity, sexual orientation, honorably discharged veteran or military status, national guard or uniformed service status, marital status, family/parental status, use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.

5.13 Notice. Notice may be provided by electronic mail with read receipt or certified US mail and shall be deemed effective upon actual receipt to the signature authority listed in Exhibit A.

5.14 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 this 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.

5.15 Waiver. No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, including but not limited to the right of a performing party to notify a non-performing party there has been a unilateral early termination, shall be deemed waived by a party's failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.

5.16 Whole Agreement. The Parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the Parties, regarding the subject matter of this Agreement, 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.

6. **Exclusion, Debarment and Suspension Certification.** Per the Executive Order 12549 and 2 CFR 200.213, the Parties certify that neither they, nor their principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions, as reflected in the System for Award Management Exclusions database (https://sam.gov/content/exclusions).

7. **Electronic Signatures.** The Parties consent to conduct transactions and execute this Agreement by electronic means. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. The words "execution", "signed," "signature," and words of like import in this Agreement shall include electronic signatures and electronic records, including images of manually executed signatures transmitted by facsimile, electronic mail, or other electronic means (including, without limitation, "pdf", "tif" or "jpg") and as well as electronic signature services such as Docusign, AdobeSign, or other substantially similar technologies. Electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record, to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act (Chapter 1.90 RCW) and the Federal Electronic Signatures in Global and National Commerce Act. Each Party agrees that electronic records relating to this Agreement shall be retained in a manner that accurately reflects the information contained in the record and remains accessible and reproducible for reference by the Parties for the period required by applicable law.

EXHIBIT C
SERVICES PROVIDED

ESD112 shall provide the following to deliver pdEnroller Services to the Consortium Member as licensees:

1. **Resources.** ESD112 shall provide the necessary personnel, equipment, material, and services in the development and support of the pdEnroller application system, including web design and development services, and web hosting services related to the pdEnroller website.

2. **Access to pdEnroller.** ESD112 shall provide access to the pdEnroller application system via any internet-connected device that utilizes commonly available web browsers, including: Google Chrome, Mozilla Firefox, Microsoft Internet Explorer, Microsoft Edge, and Apple Safari. Not all versions of every web browser are guaranteed to be supported. In general, the most current release plus the two previous versions of each web browser shall be supported.

3. **Training.** Provide train-the-trainer model in the use of pdEnroller for Consortium Member staff as mutually agreed upon.

4. **Documentation.** All user documentation shall be provided to the Consortium Member. Documentation shall be available through the pdEnroller website and shall not be available in hardcopy format from ESD112.

5. **Conversion to pdEnroller**. There is no "set up fee" to use pdEnroller. Once an organization is created in pdEnroller for the Consortium Member, the Consortium Member can immediately begin using pdEnroller to create events, register users for courses, take payments, etc. However, if the Consortium Member wishes to add historical information to pdEnroller from another system, conversion work must be researched, designed, and developed to migrate data from another system to pdEnroller. ESD112 shall work with the Consortium Member to determine the most cost-effective approach for adding historical data to pdEnroller. If desired, ESD112 shall provide the Consortium Member with an estimate for the completion of conversion work for loading historical data into pdEnroller from a third-party product.

6. **Support Process for pdEnroller Services.**

    a. **Incident Support**. ESD112 will provide first level of support for Consortium Member, to both external and internal audiences of Consortium Member, by receiving support tickets by phone, email, or request on the pdEnroller site. Phone support hours shall be limited and mutually agreed upon. ESD112 will work with Consortium Member to establish availability. There are three defined levels of standard incident support that the Help Desk shall provide. The Consortium Member sets the initial priority of each incident reported to the Help Desk. Each incident is reviewed by pdEnroller Help Desk; the Help Desk reserves the right to adjust the priority based on all factors related to the incident. If the Help Desk adjusts the priority, the Help Desk shall contact the Consortium Member and discuss the reason for the change.

b. **Incident Severity Levels.** There are three severity levels for incidents. Refer to section 7.c. below for service availability hours. Incident reports sent to the Help Desk outside of the regular hours are referred to as after-hours reports.

Incident Category	Meeting the Following Conditions	ESD pdEnroller Help Desk Response
CRITICAL	• The web application does not respond to user requests • Data is corrupt • System security has been compromised	The Help Desk shall acknowledge receipt of a Critical incident within one hour during regular hours and within twelve hours during after-hours support.
HIGH	• Productivity or work stoppage may occur or be significantly impaired but website is working • The incident may cause a security problem if not resolved quickly • Private information may be disclosed if the incident is not resolved quickly	The Help Desk shall acknowledge receipt of a High incident within two hours during regular hours, but shall not respond to an after-hours, high incident report.
NORMAL	• The incident only modestly reduces productivity when accessing the website.	The Help Desk shall acknowledge receipt of a Normal incident within twenty-four (24) hours and shall not respond to an after-hours, normal incident report.

c. **Incident Resolution.** The Help Desk shall work diligently to resolve all Critical and High incidents. Due to the complexity of certain incidents, a formal guarantee of resolution cannot be provided. The Help Desk shall work extended hours in order to resolve a Critical incident. Any extended work hours required to resolve a Critical incident may also require Consortium Member staff to remain available and participate in the resolution of the incident.

d. **Resolution Goals**. The following goals are established for resolution of Critical and High incidents:
   - An incident reported as Critical shall be resolved within twenty-four (24) hours
   - An incident reported as High shall be resolved within seventy-two (72) hours

e. **System Availability.**

Availability Classification	Days / Hours	Definition of Availability
Normal	Monday – Friday 6:00 a.m. – 6:00 p.m.	Primary work hours during which no elective downtime is done by the Help Desk.
Evening/ Weekend/ Holiday/ ESD112 Closure* *ESD112 calendar available upon request	Monday – Friday 6:00 p.m. – 11:00 p.m. Weekends 6:00 a.m. – 11:00 p.m.	Defined as hours during which elective downtime may be scheduled with one week's notice with approval of the Help Desk Director. End-users may access the website. Advance communication shall be sent to the Consortium Member's Organization Registrar. At the conclusion of downtime, communication shall be sent to the Consortium Member's Organization Registrar.
Late Night	Monday – Sunday 11:00 p.m. – 6:00 a.m.	Defined as hours during which backups, system reboots and maintenance may occur. Elective downtime may be scheduled with same-day notice. Services may be unavailable. Advance communication shall be sent to the Consortium Member's Organization Registrar. At the conclusion of downtime, communication shall be sent to the Consortium Member's Organization Registrar.
Release Weekend	Saturday Midnight- 9:00 p.m.	Defined as a monthly period during which application software, hardware and operating system maintenance may be performed. During a release weekend, services are presumed to be unavailable; approval shall be required by ESD112's IT Director. Advance communication shall be sent to the Consortium Member's Organization Registrar. At the conclusion of downtime, communication shall be sent to the Consortium Member's Organization Registrar.
Emergency Downtime	Emergency downtime may be requested for degradation of hardware or software components for which either of the following is true: (a) The software or hardware is part of the failover system for a mission-critical system. (b) The software or software is a single point of failure for a mission critical system. Emergency downtime may be **requested between the hours of 6:00 p.m. and 6:00 a.m. with same-day notice** or an agreed upon elective time with same-day notice. Advanced communication shall be sent to the Consortium Member's Organization Registrar. At the conclusion of	

Availability Classification	Days / Hours	Definition of Availability
	downtime, communication shall be sent to the Consortium Member's Organization Registrar.	

7. **pdEnroller Product Steering Committee.** All Consortium Members of pdEnroller may participate in the ongoing enhancement of pdEnroller through their membership in the Steering Committee. ESD112 believes that a collaborative and participatory process of purpose-driven licensees is the best guide for the future of pdEnroller development. General principles for the operation of the Steering Committee include the following:
   a. Recommendation of quarterly fee schedule to be paid by Consortium Members.
   b. Participation by designated representative from each Consortium Member at quarterly meetings.
   c. Discussion of proposed enhancements to pdEnroller.
   d. Voting of proposed enhancements to prioritize enhancement requests, with one vote per member.
   e. Participation of members in the development of enhancement requirements, design, and testing of enhancements.