

**Interlocal Agreement Between
Washington School Information Processing Cooperative
and Shoreline School District**

This interlocal agreement is between Shoreline School District (hereinafter "DISTRICT") and the Washington School Information Processing Cooperative, Everett, Washington (hereinafter "WSIPC").

WHEREAS, The Interlocal Cooperative Act, as amended, and codified in Ch. 39.34, RCW provides for interlocal cooperation between governmental agencies;

WHEREAS, WSIPC agrees to provide certain software and support products to the District, specifically the WSIPC IEP *Online* software on a fee basis as defined in the Master Agreement between WSIPC and Xperts Inc., ("Master Agreement") and the exhibits thereto;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. The parties will execute and abide by Exhibit B to the Master Agreement (Participating Entity Sublicense).
2. DURATION OF AGREEMENT-TERMINATION. The initial term of this agreement begins on the date of execution and continues through the next August 31st. Following the initial term, this agreement will automatically renew on September 1st of each year for successive one year terms, unless terminated in writing by either party for any reason prior to March 1st of the year of termination.
3. RESPONSIBILITIES OF WSIPC. WSIPC shall be responsible for maintaining and furnishing the necessary personnel, equipment, material and or/services necessary to provide the District with WSIPC'S IEP *Online* software
 1. Tier Two support will be provided by WSIPC, staffed by high skill level team members.
 2. Tier Two support will be provided by Xperts Inc. on an as needed basis.
4. RESPONSIBILITIES OF SCHOOL DISTRICT. The District will sign and thereby abide by this Interlocal Agreement and the Participating Entity Sublicense Agreement (Exhibit B). The District shall, in accordance with the aforementioned agreements:
 1. Perform all necessary actions to maintain operation of the software.
 2. Pay all license, maintenance and support fees associated with the Master Agreement (Exhibit A) to WSIPC in a timely manner.
 3. Designate two persons authorized to be contacts to request assistance, report problems, and other concerns to WSIPC and Xperts Inc.

4. Provide Tier One support to your District.
5. LICENSE FEES. WSIPC will submit an invoice for the initial license fee as well as the recurring fee upon contract signing. The District is required to furnish payment within thirty (30) days after contract signing or receipt of the invoice, whichever is earlier. See Exhibit A to the Master Agreement.
6. FUNDING. The method of funding shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of any license fees associated with IEP.*Online* software intended for use by the other party.
7. FILING. This agreement will become effective upon the date of filing as required by RCW 39.34.040.
8. INTERLOCAL COOPERATION DISCLOSURE. Pursuant to Ch. 39.34, RCW (Interlocal Cooperation Act) and to other provisions of law, WSIPC and the District hereby agree to cooperative governmental leasing and purchasing.
9. CONFIDENTIAL INFORMATION. The District acknowledges that it may receive Confidential Information of WSIPC, Xperts Inc., or other parties. In addition to the requirements of Section 4 of Exhibit B to the Master Agreement, the District agrees that it shall not use or disclose any Confidential Information for any purpose beyond those expressly permitted under this Agreement, without the written consent of WSIPC.

For purposes of this Agreement, "Confidential Information" shall mean a party's product information, source code, database design, trade secrets, know-how, ideas, concepts, techniques, any business, financial, marketing or technical information (including but not limited to programmers' notes and design level documentation), all student information data, and any other information, whether or not identified as being confidential, where the information disclosed and/or the circumstances surrounding its disclosure would lead a reasonable person to believe that the information is confidential.

Provided, however, Confidential Information shall not include any portion of information that: (1) is in the possession of the Receiving Party prior to the receipt from the Disclosing Party, free of any restrictions and disclosure and use, from a source other than the Disclosing Party; (2) is in the public domain without breach of this Agreement; or (3) is independently developed by an employee of the Receiving Party who neither had access to nor otherwise benefited from the Disclosing Party's Confidential Information.

The District shall use the same degree of care to safeguard another's Confidential Information as it would its own, but in no case less than reasonable care, including not limited to, implementation of procedures reasonably necessary to ensure that all of the District's employees, agents and consultants who will have access to such Confidential Information are bound by a written agreement substantially similar to the protections set forth in this Section, including a

Statement that is sufficient to permit a party to enforce the provisions of such agreements directly against these individuals.

Upon the earlier of the termination of this Agreement or written request by WSIPC, any and all tangible and/or electronic forms of Confidential Information, (including without limitation, copies, work papers, records and other information developed there from), shall immediately be destroyed or returned to WSIPC in accordance with WSIPC's written instructions.

Except in instances expressly excluded below, neither Party shall disclose any of the contents of this Agreement without first obtaining the written permission of the other Party.

The District will not be in breach of its non-disclosure obligations to the extent that it is legally compelled to disclose any Confidential Information pursuant to a statute, regulation or order of a court or regulatory authority, provided, that the District required to make such a disclosure immediately notifies WSIPC in writing of such requirement, and fully cooperates in taking appropriate protective measures to protect the Confidential Information as deemed necessary.

The parties acknowledge that in the event of any breach of the provisions set forth in this Article, WSIPC may suffer irreparable harm for which there is no adequate remedy at law. Therefore, WSIPC may, in addition to any other legal or equitable remedy, seek an injunction or similar equitable relief against such breach or any threatened breach.

10. HOLD HARMLESS. The District shall defend, indemnify and hold WSIPC harmless from any and all costs, expenses, and damages, including reasonable attorneys' fees, arising out of any claim alleging the District's improper release of Confidential Information.

SIGNED on this 20 day of Sept., 2005

By:

Washington School Information Processing
Cooperative
2121 W. Casino Road
Everett, WA 98204-1472

Date

By:

Title:

By:

Shoreline School District
18560 1st Ave. NE
Shoreline, WA 98155

Date

By:

Title:

**Exhibit A
To
MASTER AGREEMENT**

LICENSE FEES

	WSIPC Student-Central Hosting	Non-WSIPC Student - Central Hosting	WSIPC Student - District Hosted	Non-WSIPC Student - District Hosted	Non-WSIPC Member ¹
Initial License Fee	35	35	35	35	50
Recurring License Fee ²	13	13	13	13	13
Integration, Setup and Configuration	included	2	5	5	Additional
Infrastructure and Release Support	Included	Included, Except Support for SIS Interoperability Solution Provided at Cost	Minimum 100 hr. WSIPC Support Contract, Actuals in Excess of 100 hrs. Billed at Standard WSIPC Fee for Service Rate Schedule.	Minimum 100 hr. WSIPC Support Contract, Actuals in Excess of 100 hrs. Billed at Standard WSIPC Fee for Service Rate Schedule.	Additional
Training	Included	Included	Included	Included	Additional
State and Federal Reporting	Included	Included	Included	Included	Additional

(1) Fees charged by Xperts to non-WSIPC members shall be determined in Xperts' sole discretion; provided Xperts shall pay 10% of all fees collected from non-WSIPC members located in Washington State.

(2) Recurring License Fee rates shall be adjusted as set forth in Section 2 below.

1. The Initial License Fee. WSIPC shall charge each Participating Entity a one time "Initial License Fee" when a new Participating Entity enters into a Participating Entity Sublicense (the "Start Date"). The Initial License Fee shall be determined with respect to the number of "Special Education Student FTEs" serviced by the Participating Entity as of the Start Date.

2. Recurring License Fee. WSIPC shall charge each Participating Entity an annual "Recurring License Fee" for use of the Software each contract year. The term of the contract year shall be the same as the one-year term in Para. 1.4 of the Master Agreement. The Recurring License Fee is calculated on an annual basis based on the total "Special Education Student FTE" serviced by the Participating Entity in the previous contract year whether the Software was in use or not. The first year's Recurring License Fee shall be collected in advance at the Start Date. The first year's Recurring License Fee shall be prorated for the period of the Start Date to the beginning of the next contract year. Subsequently, it shall be collected at the beginning of each successive contract year. The Annual Recurring License Fee shall be determined by reference to the table below

WSIPC Enterprise Total "Special Education Student FTE"	Individual School District Fee per "Special Education Student FTE" per year
1 - 21,999	\$13.00
22,000 - 38,499	\$12.00
> 38,499	\$11.00

3. Modification of the Fees. The Initial License Fee and Recurring License Fees are collectively known as "License Fees". Beginning in the 2006 contract year WSIPC may (at its

sole discretion) increase the License Fees by an amount not to exceed the cumulative change in CPI-(U) (all U.S.) since the execution of this Agreement. Any increase above the CPI—(U) (all U.S.) shall be only as mutually agreed by WSIPC and Xperts.

5. Sharing of Fees. WSIPC shall remit to Xperts an amount equal to 70% of all License Fees charged to Participating Entities. Xperts shall remit to WSIPC an amount equal 10% of all amounts collected from non-WSIPC customers in the State of Washington.

4. Deployment Award. At the time the deployed WSIPC Enterprise Total Special Education FTE number exceeds 21,999, WSIPC will be entitled to 500 hours of Xperts customization services to be delivered in a timeframe mutually agreed to by WSIPC and Xperts. The aforementioned 500 hours shall include business analysis, programming time, quality assurance and all other time spent by Xperts and its agents with respect to the customization.

5. Pricing Adjustments. Nothing in this Exhibit A shall be deemed to require WSIPC to charge a specific price for any products or services described herein; provided however that the fees paid to Xperts pursuant to this Agreement shall not be less than 70% of the prices listed herein