



FFS NO. 2223-7800-0010

INTERLOCAL AGREEMENT FOR

Access to pdEnroller Registration and Clock Hour Services

between

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT
800 Oakesdale Ave SW
Renton, WA 98057**

And

**IMPACT PUBLIC SCHOOLS
3438 S. 148th St.
Tukwila, WA 98168**

1. **Purpose.** This Agreement between [Puget Sound Educational Service District](#) (PSESd) and [Impact Public Schools](#) (District), is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 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. The District is contracting with PSESd for access to pdEnroller Registration and Clock Hour System as described in this Agreement.
2. **Term.**
 - 2.1 **Initial Term.** The Initial Term for the Agreement shall be from July 1, 2023 to June 30, 2024.
 - 2.2 **Renewal Terms.** This Agreement shall automatically be renewed for additional one-year terms (the Renewal Term) unless the District notifies PSESd in writing prior to September 1st that it is not renewing the Agreement. If the District fails to provide written notice before September 1st, the District is required to pay the fees owed under this Agreement for the upcoming Renewal

Term. Changes to the services PSED is obligated to provide or the fees the District is obligated to pay will be addressed in Amendments to this Agreement.

3. **Organization and Governance.** The parties agree PSED will serve as the administrator for this cooperative undertaking and as such will govern and direct the operation of pdEnroller services. A separate legal or administrative entity is not being formed. As the Administrator, PSED shall act in accordance with the terms of this Agreement and PSED's adopted policies and procedures.
4. **Finance, Budget and Property.**
 - 4.1 The District will pay PSED – an initial setup fee of \$2,000.00. This fee includes up to 8 hours face-to-face and/or on-line training on how to use pdEnroller and up to 8 hours technical assistance. A migration fee set by ESD 112 (pdEnroller developer) will also be added if the district chooses to migrate data from another system.
 - 4.2 Annual membership subscription:
 - 4.2.1 District Option 1: \$0.35 per student FTE and staff purchase clock hours through PSED
 - 4.2.2 District Option 2: \$1.25 per student FTE and the district provides clock hours free of charge to staff for in-district offerings.
 - 4.2.3 Private School: \$3,000
 - 4.3 PSED will invoice the District. Invoices will be paid within thirty (30) days of receipt.
 - 4.4 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 PSED, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property will not be acquired.
5. **Parties Obligations.** The parties agree to fulfill the following obligations:
 - 5.1 Responsibilities of PSED. PSED will:
 - 5.1.1. Maintain the interlocal agreement with ESD 112 for the use of pdEnroller and participate in the pdEnroller Product Steering Committee.
 - 5.1.2. Be responsible for employment of necessary staff for the administration of pdEnroller. Said staff and/or personnel shall not be considered employees of the district.
 - 5.1.3. Provide verbal and/or written technical assistance and support for pdEnroller to identified district staff.
 - 5.1.4. Send notifications of pdEnroller system updates.
 - 5.1.5. Act as a liaison between the district and ESD112 when trouble shooting issues or requesting system updates.

5.1.6. Represent the regional and district needs on the pdEnroller Advisory Committee.

5.1.7. Invoice the District for annual subscription.

5.2 Responsibilities of the District. The District will:

5.2.1 Designate an individual(s) to be the liaison with PSED.

5.2.2 Be responsible for the input and management of the District content for the District Member's pdEnroller website

5.2.3 Maintain a clock hour approval process and advisory compliant with WAC 181-85-200.

5.2.4 Provide staff who will maintain and administer pdEnroller on a district level.

5.2.5 Provide a single point of contact for administrative authorizations and support.

5.2.6 Pay PSED in accordance with Section 4.

5.2.7 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 District. The District 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.

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

7. **Termination.** This Agreement may be terminated by either party by providing the other party sixty (60) days written notice of intent to terminate. The notice shall specify the date the Agreement shall be deemed terminated, which shall be at least thirty days after the date the notice is provided.

8. **Indemnification.**

8.1 **PSED.** PSED 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 PSED's negligent performance under this Agreement.

8.2 **The District.** The District agrees to protect, defend, indemnify and hold PSED, 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.

9. **Force Majeure.** PSED 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 8, 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.

10. **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 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.
11. **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.
12. **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 King County, Washington.
13. **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.
14. **Attorney Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
15. **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.
16. **Non-Discrimination.** Per the requirements of state, local and federal laws, PSESD and the District agree not to discriminate on the basis of race, creed, religion, color, national origin, age, families with children, sex, honorably discharged veteran or military status, marital status, sexual orientation including gender expression or identity, or nonjob-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for PSESD may be directed to PSESD at its address above.
17. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, PSESD and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report located on the System for Award Management (SAM) official website of the U.S. government and that

they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. PSESD and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.

18. **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 PSESD and the District.

IN WITNESS WHEREOF, the District and PSESD have executed this Agreement on the date and year indicated below.

PUGET SOUND EDUCATIONAL SERVICE DISTRICT NO. 121

by: Angela Bolam Date: Jul 26, 2023

Impact Public Schools

by: Amy Kiyota Date: 7/26/2023

PLEASE SIGN, DATE, AND RETURN THIS AGREEMENT TO:

Puget Sound Educational Service District
Attn: Angela Bolam (abolam@psed.org)
800 Oakesdale Avenue SW
Renton, WA 98057

A countersigned copy will be returned to you.

AGREEMENT NUMBER: 2223-7800-0010

REVENUE CODE: 7800

PSESD Interlocal Agreement FFS No. 2223-7800-0010

Final Audit Report

2023-07-26

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