



W S I P C

Inspired by education. Empowered by technology.

INTERLOCAL AGREEMENT FOR TECHNOLOGY, SKYWARD, AND PROFESSIONAL SERVICES

WSIPC

And



INTERLOCAL AGREEMENT FOR TECHNOLOGY, SKYWARD, AND PROFESSIONAL SERVICES

WHEREAS, the parties are public agencies authorized under Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements for the joint performance of governmental functions, and desire to establish a government-to-government relationship for the provision of technology services;

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

GOVERNMENT TO GOVERNMENT RELATIONSHIP

This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and establishes a government-to-government relationship between the parties. The services provided herein are exchanged between public agencies in the exercise of governmental authority, and this Agreement is not a contract for procurement subject to public bidding statutes.

Purpose

This Agreement describes the responsibilities and service level expectations between WSIPC and the Information Service Centers (ISCs), and between the ISCs and their school districts.

For the purposes of this Agreement:

- “Information Service Center (ISC)” refers to the participating regional service organization.
- “Participating School District” refers to an individual district receiving services through the ISC.
- “Licensee” refers to the entity or entities authorized to use WSIPC-provided software and services through the ISC, which may include the Information Service Center, a Participating School District, or individual schools or authorized users within those organizations.

This Agreement includes, but is not limited to, the provision of Skyward software, system hosting, infrastructure, cybersecurity services, training, reporting, and other technology and professional services delivered through the WSIPC Cooperative.

General Term of this Interlocal Agreement

The Agreement is made by and between WSIPC and the ISC. **The term of the Agreement is September 1, 2026, through August 31, 2027. Thereafter, the terms of the Agreement will automatically renew from September 1st through August 31st of each successive year.**

This term shall continue unless WSIPC or the ISC, on behalf of its participating school districts provides written notice to either party to terminate the Agreement. This notice must be provided to the ISC by March 15th of the same year termination is desired, at which time the school district agrees to continue paying Cooperative fees until August 31st of the same year. With approval, the district may extend the term of services beyond the date that notice of termination is given. Each extension must be at least two months long.

Amendments or Change Orders

The parties hereby expressly reserve the right to modify this Agreement by mutual agreement in writing.

Legal Compliance

WSIPC will perform Services in a manner consistent with applicable federal, state, and local laws and regulations, and with recognized cybersecurity standards.

Fees & Payment Terms

During each year of the term, WSIPC will invoice ISCs monthly. **Payment is due 30 days following receipt of the invoice.** ISCs shall pay the fee established by the WSIPC Board of Directors. The annual FTE portion of the fee is variable and is calculated based on the total annual average FTE of the school districts that the ISC serves as reported by OSPI on the 1191ED Apportionment Report. An ISC can calculate the total cost by multiplying the fee by the annual average student FTE of each district the ISC serves. One twelfth of the annual cost will be invoiced for the first ten months of the Agreement. A final adjustment shall be made to the actual average annual FTE for the current year on the July and August invoices.

The fees that WSIPC and the ISCs collect are used to develop budgets and expend funds for the sole purpose of supporting, maintaining, and enhancing WSIPC's services and developing future services.

Rights to Participate in Joint Cooperative

As authorized by RCW 28A.320.080 (3) and RCW 28A.310.180 (3) (currently existing or hereinafter amended), group purchasing and/or bidding for data processing equipment and/or services, or related equipment and/or services, may be part of the activities of the Educational Service District (ESD) cooperatives. Members of these cooperatives may, at their own option, participate in the bidding/purchasing role of WSIPC, but will not be required to do so for any particular item(s).

Confidentiality

All materials furnished to WSIPC by the ISC and school district, pursuant to this Agreement, shall remain the property of the ISC or school district and shall not be disclosed to third parties except by written consent of the school district. These materials include, but are not limited to, computer files, reports, listings, and computer programs.

ISCs and WSIPC acknowledge that performance of Services under this Agreement may involve access to confidential information including personally identifiable information, student records, protected health information, or individual financial information. WSIPC and the Regional ISC will comply with State or Federal law/rules restricting the use and disclosure of such information.

SOFTWARE & SYSTEMS: SERVICES & SUPPORT

SOFTWARE

Delivery. WSIPC, in conjunction with the ISCs, will ensure that the Software WSIPC provides complies with state reporting, budgeting, and personnel retirement requirements. WSIPC will install the Software either at a site hosted or purchased by WSIPC or at a locally designated site. All software modules supported under this Agreement by both WSIPC and the ISCs are documented in Addendum I.

Warranty. WSIPC warrants that upon delivery by WSIPC: (a) the Software will perform substantially in accordance with its written specifications established by WSIPC; and (b) the Software does not infringe any U.S. patent or copyright. WSIPC does not warrant that the Software is free from bugs, errors, or omissions. The exclusive warranties set forth in this paragraph apply only to the latest release of such items of Software, incorporating all corrections, updates, enhancements, and modifications made available by WSIPC.

Performance Remedy. As Licensee's exclusive remedy and WSIPC's entire liability, if any Software subject to the warranty set forth in Addendum I fails to comply with the warranty set forth, WSIPC will use reasonable efforts to correct the noncompliance (e.g., by furnishing an update, new release, enhancement, or

modification of the noncomplying Software); provided that (i) Licensee notifies WSIPC of the noncompliance and (ii) WSIPC is able to reproduce the noncompliance on the hardware for which the Software was designed. If after the expenditure of such reasonable efforts and the expiration of a reasonable time period WSIPC is unable to correct any such noncompliance, WSIPC will refund to Licensee a pro rata portion of the license fee paid by Licensee during the then current Year for that portion of the Software found to be noncomplying. Such refund will be in full satisfaction of all claims of Licensee relating to such noncompliance.

Grant & Limitations. WSIPC grants to the ISC a nontransferable, nonexclusive license during the Term to use the software and documentation for ISC and school district data operations. The ISC or school district will not disclose or make available any software or documentation associated with this Agreement to any parties or persons not using the same on behalf of the school district. Nor will the ISC or school district change, modify, or alter any software without prior written permission from WSIPC. In short, the ISC or school district agrees that it shall safeguard all proprietary materials being serviced by WSIPC and shall not infringe on or violate any vendor license agreements WSIPC has entered into on their behalf. If a vendor working on behalf of an ISC or school district needs to access data in a way not provisioned through the software, the vendor will be required to sign a Non-Disclosure Agreement with WSIPC.

Software Updates. WSIPC agrees to keep current with software licensed from Skyward and will install new versions on a timeline that will be communicated to ISCs and school districts.

School District Workstations. Addendum II lists configuration requirements for devices and their software that school district personnel use to access WSIPC's software offerings.

SERVICES

Hardware Hosting. District ISCs have the option for WSIPC to provide hardware hosting for an additional fee. If a District ISC selects this option, a separate Infrastructure Interlocal Agreement will be established to define the terms and details of the hosting arrangement.

Educational Materials. WSIPC maintains alignment with Skyward to maintain product documentation within the Skyward platform to support accurate and compliant system use, including alignment with Washington State reporting requirements. WSIPC ensures these materials are current and reflect applicable state-specific guidance.

In addition, documentation and training resources used in WSIPC-facilitated trainings, presentations, and forums – including written materials and recorded videos – are maintained in an online repository. Access to this repository requires a username and password and is available to designated Tier 1 personnel as identified in Addendum V to support knowledge sharing and effective issue resolution.

Training. WSIPC provides training support and resources to designated Information Service Center (ISC) Tier 1 support staff to support their ability to assist and train local school districts. Training activities are focused on system functionality, Washington State reporting requirements, and significant product or process changes.

Training delivery methods include, but are not limited to, virtual sessions, recorded presentations, or facilitated forums, as determined by WSIPC based on organizational priorities and capacity.

Training materials and recordings used in WSIPC-facilitated sessions are made available through WSIPC's online documentation repository, in accordance with access designations outlined in Addendum V. ISCs are responsible for determining how and when training is delivered to their member districts.

Requests for additional or customized training may be submitted and will be evaluated by WSIPC based on organizational priorities, capacity, and statewide impact. Approved custom or additional training requests may be subject to additional fees, which will be defined in a separate interlocal agreement.

Consultations. WSIPC provides consultative support to assist Information Service Centers (ISCs) and member districts in understanding how district business practices align with the design, configuration, and use of the Skyward platform. This includes scenario-based discussions, guidance on configuration options, and considerations related to implementing or expanding the use of Skyward modules.

Consultative guidance provided within the context of standard support interactions – such as answering questions, discussing options, or reviewing high-level approaches – is included as part of WSIPC’s core services.

Requests for in-depth, extended, or onsite consultations may be submitted, will be evaluated, and may be subject to additional fees, which will be defined in a separate interlocal agreement.

Reporting. WSIPC will provide reports to the Cooperative that are supported by the software design, and which are defined and mandated by legislative statute or an official state agency (e.g., OSPI) where clearly defined reporting specifications are provided. Such reports are formal, often required for compliance with state education laws or regulations, and serve official administrative, monitoring, or policy-making purposes. WSIPC collaborates with state agencies and affected partner organizations to gather requirements for the report. WSIPC will inform ISC staff of any mandated changes through statewide forums, email, and postings in SharePoint. WSIPC and the ISCs will share the information with all Cooperative member school districts.

Custom Reports and Imports. Any ISC or participating school district may request the creation of a custom report, import, or export. Such services may be subject to additional fees, which will be defined and approved prior to work initiation. If an agency chooses to proceed with a request, the request will be considered, requirements will be gathered, and a quote for the work will be provided.

Testing

To ensure the release of quality software from Skyward to WSIPC, WSIPC may request help from the ISCs for limited testing of updates to the Student and Business product suites, including state reporting.

SUPPORT MODEL

WSIPC and participating Information Service Centers (ISCs) operate under a tiered support model designed to provide timely, knowledgeable, and effective support for Skyward school management software delivered through the WSIPC Cooperative.

This model leverages the combined expertise of WSIPC and participating ISCs, bringing together statewide technical knowledge and local K-12 operational experience to support districts effectively. Specifically, this model includes:

- WSIPC support resources with deep technical knowledge of the Skyward platform, Washington State reporting requirements, system behavior, and cross-district trends; and
- ISC Tier 1 support resources, who serve as their local K-12 experts on district and regional business practices and how Skyward applications are configured and used within their districts or regions.

WSIPC provides direct support to designated ISC staff, as identified in Addendum V of this Agreement. District Information Service Centers (District ISCs) are required to meet the staffing and service requirements outlined in Addendum VI – District Service Center Requirements. All ISCs are responsible for providing Tier 1 support to their member districts.

If an incident cannot be resolved at a given support level, it will be escalated to the next tier for further investigation and resolution.

Tiered Support Responsibilities

Tier 1 Support (ISC Provided)

Tier 1 support staff – often serving in analyst, coordinator, or specialist roles – provide essential technical support on Skyward software delivered through the Cooperative and have the skills to quickly triage issues and determine appropriate tiered classification.

Tier 1 responsibilities include:

- Receiving and triaging district support requests
- Investigating and troubleshooting application issues
- Determining severity and escalation needs
- Providing end-user guidance and training
- Resolving the majority of end-user questions prior to escalation

Tier 1 Escalation Expectations:

When escalating an issue to Tier 2, Tier 1 support staff are expected to perform initial investigation and validation to support efficient resolution. Escalated requests should include sufficient documentation to demonstrate that the incident has been reviewed, analyzed, and where possible, reproduced at the Tier 1 level.

At a minimum, Tier 1 escalation documentation should include, when applicable:

- A clear description of the issue and observed behavior
- Steps taken to reproduce the issue and whether the issue is consistently reproducible
- Relevant screenshots, error messages, logs, or reports
- Identification of affected users, processes, or reporting timelines
- Summary of troubleshooting steps already performed and outcomes

- Any known workarounds or mitigating actions attempted

Providing complete and accurate escalation information enables WSIPC Tier 2 staff to more quickly assess impact, identify trends, and determine appropriate next steps, including defect evaluation or further escalation.

WSIPC may request additional information before proceeding with Tier 2 investigation if required documentation is incomplete.

Tier 2 Support (WSIPC Provided)

Tier 2 Support is provided by WSIPC staff and represents the next level of technical assistance after Tier 1 escalation. WSIPC Tier 2 resources assist ISCs with complex, cross-functional, or previously unidentified issues.

Tier 2 responsibilities include:

- Advanced troubleshooting and technical investigation
- Assistance with configuration, data analysis, and unique data challenges
- Evaluation and documentation of potential software defects
- Identification of issue trends across districts or regions to support prioritization and statewide awareness
- Coordination with internal WSIPC teams and escalation to Tier 3 when appropriate

Tier 2 staff work collaboratively with Tier 1 personnel to develop solutions and share knowledge that strengthens statewide support capacity.

Support for Client-Caused Incidents

WSIPC may provide support for incidents that result from actions taken by participating school districts or ISC Tier 1 support staff, including but not limited to configuration changes, data entry errors, unsupported workflows, procedural deviations, or failure to follow documented guidance or best practices.

While WSIPC will make reasonable efforts to assist with the investigation and stabilization of such incidents – particularly when operational, compliance, or data-integrity risks are present – this type of support is outside standard incident resolution services.

Incidents of this nature often require significant technical investigation, data analysis, corrective actions, or extended effort by Tier 2 and/or Tier 3 staff. Support provided beyond initial assessment and stabilization may be subject to additional fees, which will be defined in a separate interlocal agreement.

WSIPC will work collaboratively with the ISC to determine appropriate next steps, including remediation options, documentation, or preventative recommendations to reduce the likelihood of recurrence.

Tier 3 Support

Tier 3 Support represents the highest level of escalation and may involve specialized WSIPC staff or third-party vendors, including Skyward. Tier 3 activities may include defect resolution, program analysis, advanced data remediation, or infrastructure-related support.

Support Hours & Access

Normal Support Hours for WSIPC

Monday through Friday, 7:30 a.m. - 5:00 p.m., excluding recognized holidays.

Support Access

<u>Area</u>	<u>Phone</u>	<u>Email / System</u>
<u>Toll-Free Support Hotline</u>	<u>1-855-270-0823</u>	
<u>Product Support</u>	<u>425-349-6460</u>	<u>productsupport@wsipc.org</u>
<u>Systems & Network Infrastructure</u>	<u>425-349-6510</u>	<u>wsysnet@wsipc.org</u>
<u>Cybersecurity</u>	<u>425-349-6511</u>	<u>cybersecurity@wsipc.org</u>
<u>Support Ticket System (Zoho)</u>		<u>https://wsipc.zohodesk.com/</u>

After Hours and Holidays

WSIPC maintains an After Hours Contact List for incidents requiring immediate response due to significant operational impact. This list is available to authorized ISC contacts via SharePoint.

Incident Severity & Escalation

ISCs assign an initial severity level when submitting service requests. WSIPC reviews the assigned severity and may adjust it based on impact, scope, and risk. If a severity adjustment is made, WSIPC will communicate the rationale to the ISC.

Critical Incident

A Critical incident meets any of the following conditions:

- Productivity has stopped
- A district or agency cannot continue work
- Data is corrupt or at imminent risk
- Financial controls are impaired
- System security has been compromised

Response Expectations

- Acknowledgement within 30 minutes during normal support hours
- Acknowledgement within one hour after hours

WSIPC will work extended hours as needed to resolve a Critical incident. Extended work hours require ISC and originating district staff to remain available and actively participate in resolution efforts, including responding to requests for information, testing, or validation.

If a Critical incident is submitted after hours through the WSIPC tracking system, the ISC must also contact WSIPC using the After Hours Contact List by phone and/or text.

High Incident

A High incident meets any of the following conditions:

- Productivity is significantly impaired but work is proceeding
- A work stoppage may occur if not resolved quickly
- The issue affects, or is of concern to, a majority of districts
- The issue may pose a security or data-privacy risk if not resolved quickly

Response Expectations

- Acknowledgement within one hour during normal support hours
- WSIPC and the ISC will mutually determine the frequency of status updates based on the nature, scope, and available information for the incident. The agreed-upon update approach will be documented in the support ticket.

The ISC is responsible for communicating status updates and resolution information to the originating district.

Normal Incident

A normal incident modestly reduces productivity but does not prevent core business functions from continuing.

Response Expectations

- Normal incidents generate an automated acknowledgment upon receipt through WSIPC's support tracking system.
- Investigation and response for Normal incidents are prioritized behind Critical and High incidents and are addressed during normal support hours.
- Update for Normal incidents may be provided as progress is made or when additional information is required.

Normal severity tickets escalated to Tier 3 may be closed once confirmation of a defect exists.

WSIPC will monitor incidents classified as Normal to identify frequency and broader impact. If the same incident is reported frequently within a short time period, WSIPC may reassess and update the severity of the issue to High to ensure appropriate prioritization and response.

Resolution

WSIPC and participating ISCs will work collaboratively and diligently to resolve all Critical and High incidents. Due to the complexity of software systems, data dependencies, and reliance on external vendors, formal guarantees of resolution timelines cannot be provided.

The following resolution goals are established to guide response planning and prioritization:

- **A Critical incident has a target resolution within 24 hours**
- **A High incident has a target resolution within 72 hours**

Achievement of these goals may depend on factors including, but not limited to, issue complexity, availability of required information, participation of ISC and district staff, and vendor release cycles.

A resolved incident is one for which a resolution has been identified and scheduled for release, deployment, or implementation, as applicable. In some cases, resolution may include the identification of a workaround or mitigation strategy pending a permanent fix.

Upon resolution, WSIPC may communicate the outcome, contributing factors, and any recommended follow-up actions to the ISC. The ISC is responsible for communicating resolution details to the originating district.

Incident Monitoring

Service level targets are monitored over time to support continuous improvement and service planning.

SYSTEM AVAILABILITY

Normal: Monday – Friday; 6:00 A.M. – 6:00 P.M.

Defined as primary school district work hours during which no elective downtime is done by WSIPC.

Evening/Weekend/WSIPC Holiday: 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 can be scheduled with one week's notice. End-users can access the application. Individual components of a redundant group may be unavailable. Approval is required by the affected ISC Director(s). Advance communication will be sent to the ISC Director(s) and WSIPC departments. At the conclusion of the downtime, a communication will be sent to this same group.

Late Night: Monday – Sunday; 11:00 P.M. – 6:00 A.M.

Defined as hours during which backups, system reboots, and maintenance can occur. Elective downtime may be scheduled with same-day notice. Services may be unavailable. Advance communication will be sent to the

ISC Director(s) and WSIPC Operations departments. At the conclusion of the downtime, a communication will be sent to this same group.

SMS 2.0 Release Saturday; 12:00 A.M. – 9:00 P.M.

Defined as a three-time yearly period during which SMS 2.0 application software, hardware, and operating system maintenance is performed. Expect services to be unavailable. Approval is required by the ISC Director(s) and WSIPC Operations department heads when schedule is created. Advance communication will be sent to the ISC Director(s) and WSIPC Operations departments. At the conclusion of the downtime, a communication will be sent to all data centers and WSIPC Operations departments. The approved downtime schedule will be communicated regularly throughout the year to Cooperative members.

Qmlativ Releases

WSIPC Qmlativ software update releases are an automated function. WSIPC has designated the timeframe of 11 P.M. to 5 A.M. for these functions. The frequency of releases is biweekly, and patches when needed. Timing can change at the direction of Skyward.

Emergency Downtime

Emergency downtime can be performed for degradation of hardware or software components for which either of the following is true:

- The software or hardware is part of the failover system for a mission-critical system
- The software or hardware is a single point of failure for a mission-critical system
- The software or hardware is at critical risk of external compromise

Emergency downtime can be requested between the hours of 6:00 PM and 6:00 AM with same-day notice or for an agreed upon elected time with same-day notice. Advance communication will be sent to the ISC Director(s) and WSIPC Operations departments. At the conclusion of the downtime, a communication will be sent to this same group.

Service Continuity

In the event of complete failure of SMS 2.0 centralized hosting provided by the Cooperative, a failover system is in place for limited mission-critical access to core software and data systems. Backup or redundant capacity exists for databases, servers, and network. This failover capacity will only be used for dramatic and sudden system failure of the primary hosting center, but will not be utilized during normal, routine, or scheduled downtime. WSIPC also has a redundant network link to provide connectivity to SMS 2.0 in the event of an outage with the primary K-20 circuit. Virtual Router Redundancy Protocol (VRRP) communicates to two routers, K-20's 10GB router and the Ziply router connected to a provisioned switch.

WSIPC PURCHASING PROGRAM

The WSIPC Purchasing Program connects education and public agencies to a network of partners, leveraging the power of the WSIPC Cooperative to provide competitively bid goods and services at a reasonable cost.

Each vendor who becomes a part of the WSIPC Purchasing Program has been awarded a bid contract through an official competitively bid RFP process in compliance with Washington State Procurement RCWs.

For more information and a current list of vendors, visit the WSIPC website:

<https://www.wsipc.org/purchasing>

WSIPC SAAS MODULES

WSIPC may provide additional software to enhance or supplement WSIPC's standard offerings. The costs for these optional offerings are in addition to the normal FTE fee. Fees for optional SaaS modules are also variable and follow the same general terms of this Agreement. Refer to Addendum I for the current listing of SaaS software offerings.

FORCE MAJEURE

Neither party shall be liable for delays or any failure to perform under this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, acts of God, governmental actions, acts, orders, or regulation, pandemic, fire, explosion, flood, hurricanes, earthquakes, or other natural catastrophe, strikes or labor difficulties, by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.

DISPUTES

Except as otherwise provided in this Agreement or any other Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by consensus, shall be decided by the WSIPC Executive Director through the Interlocal Agreement Administrator upon submission of the dispute for resolution in writing by either party. The Contract Administrator shall submit his/her decision in writing via mail or email or otherwise furnish a copy thereof to ISC. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.

The decision of the CEO shall be final, but shall not preclude judicial review. Pending resolution of the dispute, WSIPC and ISC shall proceed diligently with the performance of this Agreement, and any other interlocal agreements between the parties that are not subject to the dispute.

A party’s written request for dispute resolution must be mailed Attention: Interlocal Agreement Administrator, 2121 W Casino Rd Everett, WA 98203 within thirty (30) calendar days after either party could reasonably be expected to have knowledge of the issue which it now disputes and must state:

- The disputed issues;
- The relative positions of the parties; and
- The ISC’s point of contact for the dispute.

INTERLOCAL AGREEMENT AUTHORIZATION

This written Agreement constitutes the mutual agreement of WSIPC and the participating Information Service Center (ISC). Services provided under this Agreement support Participating School Districts through the ISC. 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 WSIPC, the Information Service Center, and the school district.

Neither party shall assign their rights or delegate their performance obligations under this Agreement without prior written consent.

Date: _____

ISC:

Address:

By: _____

Its: _____

Address:

WSIPC:

Chief Executive Officer

Address: WSIPC

2121 W. Casino Road

Everett, WA 98204-147
