Northwest Educational Service District 189
Together We Can

AGREEMENT FOR
K-20 Network Support

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FEB 07 2007
CONCRETE SCHOOL DISTRICT OFFICE

between

Northwest Educational Service District 189
(hereinafter referred to as NWESD 189)
1601 R Ave
Anacortes, WA

and

Concrete School District
(hereinafter referred to as the District)
45389 Airport Way #103
Concrete, WA

1.0 **Purpose.** This Agreement between Northwest Educational Service District 189 ("NWESD 189") and Concrete School District ("District") is made for the purpose of providing the District with K-20 Network Support as mutually deemed acceptable to the District.

2.0 **Term.**

2.1 **Initial Term.** The initial term for the Agreement shall be from September 1, 2006 to August 31, 2007.

2.2. **Renewal.** Subject to the termination provisions below, this Agreement shall automatically be renewed for the same period each subsequent year unless the District gives written notice of its election to terminate the Agreement at least one hundred eighty (180) days before the end of the initial term or any renewal term.

3.0 **Organization and Governance.** The parties agree the NWESD 189 is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with the terms of this Agreement and the NWESD 189's adopted policies and procedures.

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4.0 Responsibilities of the NWESD 189.

4.1 The NWESD 189 agrees to provide K-20 Network Support as mutually deemed acceptable to the District at no charge to the District. Funding to the NWESD 189 is provided by OSPI per the K-20 Network Support Interagency Agreement. Such services may be subject to change pursuant to written agreement between NWESD 189 and the District, but include:

4.1.1 **Help Desk:** The NWESD 189 shall be the first point of contact for any K-20 network or telecommunications problems. The NWESD 189 help desk shall be available at least 8 hours on weekdays, 8 a.m. to 5 p.m., at (360) 299-4705. Emergency-only contact information shall be provided for evenings, early mornings, and weekends.

A team of individuals will provide help desk assistance at the NWESD 189. The combined skills of these individuals qualify the NWESD 189 as a Regional Institutional Technical Unit (RITU).

4.1.2 **Basic Support:** The RITU shall interact with districts experiencing network difficulties and provide the initial review of problems for resolution within the technical support system. The RITU is the first non-district point of technical support for escalating K-20 networking problems out of the district. The RITU shall provide basic trouble shooting assistance to districts and the K-20 Operation Cooperative (KOCO) for configuration management, remote diagnostics, interfaces with the peering router, and traffic tracking. The RITU is the mechanism responsible for escalating District problems to KOCO when the troubleshooting procedures indicate a potential K-20 network problem or to the Advanced Technical Support (ATS) if the source of the problem cannot be identified.

4.1.3 **District Equipment:** If the RITU determines the problem is within the District equipment requiring reconfiguration or repair, the equipment maintenance vendor will be contacted by the RITU or the District, whichever is agreed upon between these two parties. Any expense involved in the repair or reconfiguration of District equipment is the responsibility of the District.

4.1.4 **Video Basic Support**: The RITU shall, as requested by District, be active in remote diagnosis and on-site problem solving, coordination, and resolution supervision and assistance; and coordinate these roles working with District personnel, equipment, software vendors, Advanced Technical Support (ATS), and KOCO.

4.1.5 **Equipment Support:** The RITU shall provide the first non-district resource within the region for configuration management between KOCO and the District for modifications and upgrades. The RITU provides basic technical assistance with the K-20 equipment and provides scheduled and ad hoc inventory support to KOCO and OSPI on K-20 equipment.

4.1.6 **Video Equipment Support:** The RITU shall, as requested by District, provide basic technical assistance on K-20 video equipment purchased with K-20 funds, and shall provide problem isolation for initial interactive video point of presence in each school district within the NWESD 189.

4.1.7 **Data Collection and Reporting:** The RITU shall assist KOCO in certifying each site as complying with K-20 technical standards and configurations, disseminate K-20 network status information to the region, and keep KOCO apprised of regional events that may impact K-20 operations. The RITU shall maintain current database information of primary site contacts.

4.1.8 **District Site Contact Information:** The RITU will maintain information of primary site contacts for router and Imux equipment, videoconferencing equipment, equipment maintenance contracts, and all equipment locations within each district as provided by the District under Section 5.

5.0 Responsibilities of the District.

5.1 It is mutually agreed that the District shall perform the following related to K-20 Network support:

5.1.1 **First Point of Contact**: District agrees that the RITU shall be the first out-of-district point of contact to report K-20 related problems or request K-20 related information.

5.1.2 **District Site Contact Information**: District shall name two persons authorized to contact the RITU to request troubleshooting assistance, report problems, request video multi-point conferences, and other K-20 related concerns.

District shall name at least two persons for the RITU to contact during the District's normal work hours to assist the RITU in trouble shooting District on-site K-20 network related problems.

5.1.3 **Equipment Maintenance Coverage**: District shall be responsible for maintenance coverage for District area network router equipment (excluding the one K-20 router purchased by K-20), K-20 Imux equipment, and District video equipment.

5.1.4 **Caching Server Recommendation**: It is the recommendation of K-20 that District should implement and maintain a caching server for Internet traffic to decrease the load on the K-20 network.

5.1.5 **Modem Line Requirement**: District shall provide a direct-inward-dial (DID) telephone line for remote access to K-20 equipment for diagnostics and reporting. This line shall be dedicated to K-20 remote access. District shall notify RITU of all changes in telephone number and status of this dedicated line.

5.1.6 **Keeping data current:** District shall communicate changes in District contacts information within three days of the effective date of the change.

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

7.0 **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties.

8.0 **Unilateral Termination by District.**

8.1 **Definition.** A "unilateral termination by the District" is a withdrawal from or termination of this Agreement prior to the expiration of the initial or any renewal term.

9.0 **Termination by NWESD 189.**

9.1 **Breach by District.** In the event the District fails or neglects to perform according to the terms of this Agreement, the NWESD 189 may terminate this Agreement upon thirty (30) days written notice to the District.

10.0 **Termination for Breach**

If either party fails to comply with the terms and conditions of this Agreement, the other party, upon thirty (30) days prior written notice to the breaching party, may terminate this Agreement with no continuing liability to the non-breaching party.

11.0 **EMPLOYMENT REPRESENTATION**

During the term of this contract, an employee(s) of the NWESD 189 may have contact with public school children. Therefore, the NWESD 189 is prohibited from employing any person who has pled guilty or been convicted of a felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of the NWESD 189 to comply with this section shall be grounds for immediate termination of this Agreement.

12.0 Indemnification.

12.1 NWESD 189. The NWESD 189 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 the NWESD 189's negligent performance under this Agreement.

12.2 District. The District agrees to protect, defend, indemnify and hold the NWESD 189, 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.

13.0 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 waiver of a breach thereof as to a particular transaction or occurrence.

14.0 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.

15.0 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 Skagit County, Washington.

16.0 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.

17.0 Attorneys Fees and Costs. In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incident to said litigation, together with all costs and expenses incurred in connection with such action, whether incurred in trial court or on appeal.

18.0 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.

19.0 **Opportunity Without Discrimination.** The NWESD 189 and the District agree to comply with all applicable state and federal rules and regulations prohibiting discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental, or physical disability. Inquiries regarding compliance and/or grievance procedures for the NWESD 189 may be directed to the NWESD 189 at its address above.

20.0 **Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of directors of the NWESD 189 and the District.

IN WITNESS WHEREOF
the District and the NWESD 189 have executed this Agreement
on the date and year indicated below.

NWESD 189

by: Gerald W Jenkins Date: 12/21/06
Dr. Gerald W. Jenkins, Superintendent

Concrete School District

by: Miss Barbara Hawkings Date: 12/18/06
Ms. Barbara Hawkings, Superintendent

PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF THIS AGREEMENT TO:

Ruby Filar
NWESD 189
1601 R Ave.
Anacortes, WA 98221

A countersigned copy will be returned to you.