WSIPC

Inspired by education. Empowered by technology.

Service Level Agreement

WSIPC

And

Auburn School District

Purpose

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

General Term of the Agreement

The Agreement is made by and between WSIPC and the ISC. **The term of the Agreement will commence September 1, 2016. Thereafter, the terms of the Agreement will automatically renew from September 1st through August 31st of each successive year.**

This term shall continue unless a school district gives written notice to its ISC to terminate the Agreement. This notice must be provided to the ISC by March 1st 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. The school district may extend the term of services beyond the date which notice of termination is given. Each extension must be at least two months long.

Fees & Payment Terms

During each year of the term, WSIPC will invoice ISCs monthly. **Payment is due 30-days following receipt of invoice.** ISCs shall pay the fee established by the WSIPC Board of Directors. The annual fee is based on the total FTE of the school districts that the ISC serves. An ISC can calculate the total cost by multiplying the fee by the annual average student FTE of each district the ISC serves.

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 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 ISCs 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, source data, computer files, reports, listings and computer programs.

SOFTWARE & SYSTEMS: SERVICES & SUPPORT

SOFTWARE

Delivery. WSIPC, in conjunction with ISCs, will ensure the software WSIPC provides complies with state reporting, budgeting, and personnel retirement requirements. WSIPC will install the Software either at a site hosted by WSIPC or 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 access to data or software provided by WSIPC, 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 approved by WSIPC governance. This timeline 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 modules.

SERVICES

Hardware Hosting. District ISC's have the option for WSIPC to provide hardware hosting for an additional fee. If a district ISC selects this option an Addendum to the SLA will be created with details of the hosting agreement.

Educational Materials. WSIPC will provide software educational materials available in digital and/or printed forms as needed by the ISC and local school district. WSIPC will regularly update these materials to ensure they are current and relevant.

Training. WSIPC will provide Training to designated ISC staff that enables them to train and support a school district's end users. WSIPC may offer this training at a designated training site, using K-20, or using other technology that is to the advantage of the ISCs and WSIPC. ISCs will then offer frequent and regularly scheduled training to their school districts. WSIPC may request the expertise of staff at Regional ISCs to offer training to others. WSIPC will configure a Training and Learning Area (TLA) for each ISC to help the ISC customize training for its end users.

The narrative below outlines specific training objectives:

Basic Training
WSIPC will provide basic training to ISC staff on Student and Finance Management software. The basic training provides a base level of knowledge of the following Student and Finance core modules:

- Student Product Suite: Student Demographics (includes Data Mining), Attendance, Grading, Scheduling, Security and Discipline

- Finance Product Suite: Account Management, Accounts Payable, Accounts Receivable, Budget Management, General Ledger, Purchasing, Security and Vendors

- Human Resources Product Suite: Employee Management, Employee Profile, Payroll/Retirement, Salary Negotiations, Security and Time Off

On-going Training
WSIPC will provide on-going training throughout the year to ISC Student and Finance support staff to maintain and enhance the core proficiency on software provided by WSIPC. This training addresses new features or modules and upgrades to existing modules. One goal of this training is to facilitate deeper adoption of the software by school districts. If WSIPC determines that a software release contains significant changes to specific modules, WSIPC will provide training on those modules at the first opportunity before the release. If the release contains only minor changes, WSIPC will inform ISC support staff of the changes and will discuss the changes at the next scheduled training following the release of the software. WSIPC will provide the ISC Directors with an annual training schedule.

Other Training
WSIPC will train ISC staff on MySchoolData, Crystal Reports and other software commonly used by ISCs to help school districts better access data for reporting and analytics. The ISC Director determines which staff members receive this training.

State Reports
WSIPC will provide, at no additional fee, all data reports required by the state that impact 50% or more of the school districts in the state. WSIPC and ISCs will work with state agencies to gather requirements on the required data. WSIPC will inform ISC staff of any mandated changes to state reports and the ISCs will communicate the information to the school districts.

Testing
To ensure the release of quality software from Skyward to WSIPC, WSIPC will request help from the ISCs for limited testing of enhancements to the Student and Finance product suites, including state Reporting.

SUPPORT
WSIPC will provide direct support to designated ISC staff, and ISCs will in turn provide support to their school district(s). WSIPC will use technology solutions to streamline support and minimize costs. Support from WSIPC and the ISC will cover all software provided through the WSIPC Cooperative. Support will be categorized in Tiers. If a Tier cannot resolve an incident, it is escalated until it is resolved. Incidents will be reported to WSIPC using WSIPC's web-based service tracking system. However, to expedite critical incidents, the ISC should also use the phone, email or other means of communication to increase the incident's visibility to WSIPC. Additionally, ISC and school district staff must be identified for Emergency Support Notifications and for Support and Training. Addendums IV and V address this identification.

Following are the defined levels of tiered support, hours, performance measures and responsiveness to prioritized issues:

Tier I support
When a school district needs to report an incident related to the application and infrastructure, they contact the Regional ISC. If the school district is operating as a District ISC, school district contacts the appropriate District ISC representative(s). This Tier I support provides help desk operations covering all WESPaC applications, data analysis, desktop and browser configurations, and printing. Tier I support includes analysis and investigations of application incidents, and troubleshooting. If Tier 1 support cannot resolve the incident, it is escalated to Tier II.

Tier II support
Tier II support is performed by WSIPC staff. This includes analysis and investigation of application incidents, and troubleshooting. Incidents not resolved by Tier II are escalated to Tier III. Incidents are escalated to Tier III because they require further investigation into the underlying source code and data structures.

Tier III Support
Tier III is the final escalation for incident resolution in regards to all aspects of the application and infrastructure. The Tier III role is performed by WSIPC staff and external vendors. This includes analysis and investigation of application incidents, and infrastructure troubleshooting. Resolution might include defect correction, data manipulation, program analysis, and hardware replacement.

Normal Support Hours for WSIPC: **Monday – Friday 7:30 A.M. until 5:00 P.M.**

<u>After Hours, Holidays & Emergency Support</u>:   WSIPC will not provide on-site support after Normal Support Hours, but will provide an After Hours Contact List for any incidents requiring immediate response.

Service Request
To request support during Normal Support Hours the following points of contact will be used:

Toll Free Support Hotline: 1-855-270-0823   Numara Footprints: https://support.wsipc.org

Finance Support (Fiscal & HR)	Student Support	Systems & Network Infrastructure
Phone: 425-349-6430	Phone: 425-349-6450	Phone: 425-349-6510
Email: financems@wsipc.org	Email: wstu@wsipc.org	Email: wsysnet@wsipc.org
MySchoolData/Data Services		**Crystal Reports**
Phone: 425-349-6699		Phone: 425-349-6460
Email: MySchoolData@wsipc.org		Email: MySchoolData@wsipc.org

Performance Standards
The following defines the goals for the standard of service that WSIPC will provide to ISCs. The ISC sets the initial severity on each service request to WSIPC. WSIPC evaluates the initial severity level and reserves the right to adjust it based on a number of factors. However, if WSIPC adjusts the severity, WSIPC will contact the ISC to explain the reason for the adjustment. The severity levels are defined below:

Critical
A critical incident meets any of the following conditions:
- Productivity has stopped
- A staff member or agency cannot continue work
- Data is corrupt
- Financial controls are impaired
- System security has been compromised

WSIPC will acknowledge receipt of a Critical incident within thirty minutes during normal support hours and within one hour during after hours. Thereafter, WSIPC will provide an update every two hours until the problem is resolved. A resolved incident is one for which a resolution has been identified and is scheduled for release. If the ISC has used the WSIPC incident tracking system to submit a Critical incident after hours, the ISC should also use the After Hours Contact List to contact WSIPC by email and/or phone.

High
A high incident meets any of the following conditions:
- Productivity is significantly impaired but is proceeding
- A work stoppage may occur if the incident is not resolved quickly
- The incident affects, or is of concern to, a majority of school districts
- The incident may cause a security problem if not resolved quickly
- Private information may be disclosed if the incident is not resolved quickly

WSIPC will acknowledge receipt of a High incident within one hour during normal support hours. WSIPC will provide an update every four hours during normal support hours until the problem is resolved. A resolved incident is one for which a resolution has been identified and is scheduled for release.

Information received in an update for Critical or High incidents will include at a minimum: personnel assigned, resolutions being investigated, escalation beyond Tier II, and estimated time of completion (if known).

The ISC will in turn report and update the originating school district on progress being made. *WSIPC and the ISC may determine the two or four hour update is too frequent and may choose to change the frequency or opt out of the updates until new information on the incident is available. This determination will be entered into the ticket.*

Normal
A normal incident meets any of the following conditions:
- The incident only modestly reduces productivity.

Incidents classified as Normal will generate an automated electronic response acknowledging WSIPC's receipt of the incident. Normal severity tickets escalated to Skyward will be closed once a confirmation of a defect exists. Normal severity escalations to WSIPC Account Management or Infrastructure Services are not closed when a PR number is assigned. WSIPC will monitor incidents classified as Normal to see if the incident is being reported frequently. If the same issue is reported frequently within a short time, WSIPC may update the issue to High.

Resolution
WSIPC and the ISCs will work diligently to resolve all Critical and High incidents. Due to the complexity of certain incidents a formal guarantee of resolution cannot be provided.

WSIPC shall work extended hours in order to resolve a Critical incident. Extended work hours require the ISC and school district staff who originated the incident to remain available and participate in resolution of the incident.

The following goals are established for resolution of Critical and High incidents:
- **An incident reported as Critical will be resolved within 24 hours**
- **An incident reported as High will be resolved within 72 hours**

Upon resolution of any incident, WSIPC will inform the ISC of the resolution and potential cause. The ISC will communicate with the originating school district and request feedback regarding their satisfaction with the resolution. This feedback will be provided to WSIPC and be tracked, measured and reported by WSIPC for continuous improvement.

Monitoring
WSIPC will monitor the services described above and perform a measurement based on the incidents received in the WSIPC service tracking system. WSIPC will monitor these performance standards and report them monthly to the WSIPC Governance and ISC Directors.

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-user can access the application. Individual components of a redundant group may be unavailable (single MetaFrame or Web server). Approval required by the ISC Director(s) & WSIPC Operations department heads. Advance communication will be sent to the ISC Director(s) and WSIPC Operations departments. At the conclusion of downtime, 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 downtime communication will be sent to this same group.

Release Weekend: Saturday; Midnight – 9:00 P.M.
Defined as a monthly period during which application software, hardware and operating system maintenance is performed. Expect services to be unavailable. Approval required by the ISC Director(s) & WSIPC Operations department heads. Advance communication will be sent to the ISC Director(s) and WSIPC Operations departments. At the conclusion of downtime, communication will be sent to all data centers and WSIPC Operations departments. The approved down time schedule will be communicated regularly throughout the year to reduce the number of surprises to Cooperative members.

Emergency Downtime
Criteria for emergency downtime can be requested 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 software is a single point of failure for a mission critical system.

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

Service Continuity
In the event of complete failure of the 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 database, 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 down time. WSIPC also has a redundant network link to provide connectivity in the event of an outage with the primary K-20 circuit. Virtual Router Redundancy Protocol (VRRP) communicates to two routers, K-20s 500MB router and K-20s DS3 router connected to a provisioned switch.

WSIPC PURCHASING PROGRAM

WSIPC may provide additional software and services to enhance or supplement WSIPC's standard offerings. The costs for these services are often in addition to the normal FTE fee. Refer to Addendum III for the current listing of software and services.

AGREEMENT AUTHORIZATION

This written Agreement constitutes the mutual agreement of WSIPC, the Information Service Centers and the local school districts. 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 to this Agreement shall assign their rights or delegate their performance obligations under this Agreement nor shall they sublet this Agreement as a whole.

Date: _march 21,_____, 2016

LICENSEE: **WSIPC:**

Auburn School District

By: _____   **By:** _____

Its: _Assistant Superintendent_   **Its:** Executive Director

Address: Auburn School District   **Address:** Executive Director
              Jennifer Clouser   WSIPC
              915 4th Street NE   2121 W. Casino Road
              Auburn, WA 98002   Everett, WA 98204-1472