

AGREEMENT
For
STUDENT INFORMATION SYSTEM
Between
GRANT WOOD AREA EDUCATION AGENCY
And
New Hampton Community School District

This Agreement is entered into by and between **Grant Wood Area Education Agency**, hereafter referred to as "**GWAEA**" and **New Hampton Community School District** hereafter referred to as "**District**". For the Fiscal Year **2013-2014** hereafter referred to as "**current fiscal year**".

GWAEA Agrees to:

1. Provide those specific services specified on Appendix A for the current fiscal year.
2. Host and maintain the software and hardware necessary for the specified services.
3. Provide for electronic transfer of student data into the system, if so requested by District.
4. Provide computer time and consultant services necessary to successfully operate the specified services.
5. Undertake reasonable efforts to maintain off-site backups of all districts data for listed services.
6. Undertake reasonable efforts to maintain the security of information kept and produced for the District under this agreement and not release such information to any person or entity without the express written consent of the superintendent of the District.
7. First Year Districts Only: Provide one training session for building and district administrators and support staff.
8. First Year Districts Only: Provide two training sessions for individuals who will be implementing the program.

GWAEA shall:

1. Not be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, shortages, action of any kind by a governmental authority, whether valid or invalid, delay or failure of contractors or suppliers of material equipment or computer time, delay or failure of the computer system or carriers, or other difficulties with the computer system, or transportation, or any contingency, delay, failure or cause beyond GWAEA's control, whether or not of the kind specified herein.
2. Not be responsible for loss of any information of District data supplied by the District resulting from the malfunction or shutdown of its computers whether caused by human

error, machine breakdown and malfunction, natural disasters or for any other reason whatsoever. In the event GWAEA discloses negligence, and data was lost as the result of the negligence, GWAEA will waive any extra fees for data entry or programming activity to correct the grievous error, or will assist District in correcting the error.

3. Not be liable from damages, including but not limited to special, indirect and consequential damages, attorneys' and experts' fees and court costs (even if GWAEA has been advised of the possibility of such damages) arising out of or in connection with the activities and services under this agreement.

The District agrees to:

1. Reimburse GWAEA for the services elected by the District and provided by GWAEA per the costs specified in Appendix A and Appendix B.
2. Make all payments due and payable to GWAEA for services as per payment schedule listed in Appendix A.
3. Identify a "student database administrator" for communication with GWAEA staff.
4. Take full responsibility for the use of information and records after transmission or delivery to the District, and the District agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by the Agency or by any other person as a result of the use or misuse of any information or records once transmitted or delivered to the District.
5. Abide by the rules, procedures, and policies of GWAEA Computer Services with respect to any and all aspects of its operation.
6. Assume full responsibility for assuring the accuracy of input information transmitted and delivered to GWAEA. The District acknowledges that in the operation of listed services the occurrence of an error in output information sometimes occurs, and that the District has numerous opportunities to detect the occurrence of such errors and control their effect. The District shall have the responsibility to establish and use appropriate measures in its operation to detect the occurrence of such error promptly and to minimize their effect on it. In addition, the District shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.

GWAEA and District agree:

The owner of the data and information GWAEA hosts and maintains pursuant to this agreement is District. This agreement does not create any ownership interest for GWAEA in the data and information GWAEA hosts under this agreement. District is responsible for all obligations and liabilities arising out of ownership of the subject data and information. This means, without limitation, that District shall be responsible for all third-party requests for the data or information, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for the data or information, GWAEA will, as soon as practicable, provide the request to District. District shall thereafter be responsible for appropriately responding to the request. District shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, GWAEA incurs arising out of the request. District shall not direct third parties to make requests for the data or information to GWAEA, but shall instead direct that

requests be made to District. GWAEA will cooperate with District in responding to the request by providing the requested data or information to District or the third-party if so directed by District.

This agreement shall terminate prior to the expiration of its term provided above upon the occurrence of any of the following events:

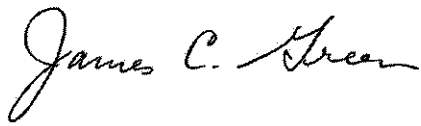
1. Upon the failure or neglect of District to pay GWAEA any sums or amounts due hereunder in a timely manner where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
2. Upon failure or neglect of District or GWAEA to observe, keep or perform any of the terms and conditions of this agreement where such nonperformance is not corrected by District or GWAEA within thirty (30) days after prior written notice by District or GWAEA.

Upon the expiration or other termination of this agreement, all rights and obligations of the parties under this agreement shall cease as of the termination date.

We the undersigned agree to the terms and conditions set forth in this agreement and to the charges as outlined in Appendix A and Appendix B.

**GRANT WOOD AREA
EDUCATION AGENCY**

New Hampton Community School District



Signature

Signature

Board President
Title

Title

5/8/2013
Date

Date

APPENDIX A

DATA ENTRY

\$15.00 per hour charged for any special customized data entry activities. There is no charge for data entry or programming activity that is normally afforded other participating school districts.

\$80.00 per hour charged for special programming needs.

TRAINING OUTSIDE THE SCOPE OF THIS CONTRACT

\$50 per hour to a maximum of \$500 per day plus expenses such as lodging and meals reimbursement at GWAEA per diem rates.

STUDENT INFORMATION SYSTEM

Applications included in the package are as follows:

Pearson does not include modules that Pearson normally charges extra for...does include Project Easier component.

BILLING SCHEDULE

Payment will be made no later than thirty days after invoice. Invoicing will be in April 2014.

APPENDIX B

**2013-2014 Powerschool Student Information System provided to:
New Hampton Community School District**

K-12 Student Enrollment in 12-13	1010.7
Per Pupil cost	\$6.50
Hardware costs	\$1,972.95
Total Costs for 2013-14	\$8,542.50