

CONTRACT NO.: 2020-071

**AGREEMENT BETWEEN THE
WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION
AND
THE BIGFORK (MT) SCHOOL DISTRICT**

PARTIES:

This contract is made and entered into by and between the Washington State School Directors' Association, hereinafter referred to as "WSSDA," and the Bigfork School District, hereinafter referred to as "the District."

PURPOSE:

The purpose of this contract is for WSSDA to provide a limited license for the use and support of its School Board Self-Assessment Survey (hereinafter, "BSAS") to Bigfork School District.

TERMS:

The parties hereby undertake and agree, in consideration of payment of the amount specified herein, to the following:

1. WSSDA shall license the use of and provide access to the most current WSSDA Board Self Assessment Survey (BSAS), as of the date of this agreement, to the District as follows:
 - a. WSSDA will provide the District with access to the personalized link to the online survey once per calendar year. The link provides access to the survey by up to seven (7) individual board members ("Trustees"), which can be completed in about 20 minutes from their own computer or mobile device;
 - b. WSSDA will provide database set-up and data analysis for the District's annual survey;
 - c. Upon completion of each annual survey, WSSDA will provide two reports to analyze the results - one provides board responses to each question and, over time, trending data; the second is a ranking report that puts the responses in ranked order from strongest to weakest, also identifying those items with the largest standard deviation;

- d. Upon completion of each annual survey, WSSDA will facilitate a 2-3 hour virtual workshop with a WSSDA consultant to walk the board-superintendent team through the reports, facilitate team discussion about the results and identify goals based on the data.
2. Bigfork School District shall:
 - a. Provide for three consecutive years an annual fee of \$1,500, due immediately upon the full execution of this agreement, and annually thereafter;
 - b. Agree that the three-year term of use begins as of the date of full execution of this agreement.
 - c. Allow WSSDA access to BSAS results for the purposes of research on the correlations between governance, as measured by the BSAS, and student achievement. This data will be anonymous by individual board member and used only for purposes of adding to current and ongoing research on the correlation between board actions and student outcomes.
3. WSSDA and Bigfork School District agree that:
 - a. The BSAS is, and shall remain in survival of this agreement, the copyrighted intellectual property of WSSDA.
 - b. The District shall not make any additions, deletions or modifications in any form to the BSAS without the express prior written consent of WSSDA. In making any such changes, even after receiving prior written consent from WSSDA, the District assumes all risk for the reliability and validity of the BSAS and such changes will void any express or implied warranty by WSSDA as to the reliability and validity of the BSAS. Even in the event of such changes and regardless of WSSDA providing or not providing prior written consent to such changes, the BSAS will remain the copyrighted intellectual property of WSSDA
 - c. The District will use the BSAS only with the Board Members/Trustees of the District.
 - d. WSSDA warrants that the BSAS being provided to the District is the most current version as of the execution of this agreement.
 - e. This agreement will renew annually, on the anniversary of the execution date, unless terminated by either party with 30 days written notice prior to the renewal date. The District will be invoiced for the renewal, 60 days prior to the renewal date.
 - f. In the event that WSSDA updates or improves the BSAS and the District chooses to upgrade its current version, the District and WSSDA will negotiate terms and fees of use of that version based upon the costs of development and such improvements.

CONTRACT MANAGEMENT:

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding this contract.

WSSDA:	BIGFORK SCHOOL DISTRICT:
Tricia Lubach, Director of Leadership Development Washington State School Directors' Association P.O. Box 5248 Lacey, WA 98509 Phone: (360) 890-5868 Email: t.lubach@wssda.org	Matt Jensen, Superintendent Bigfork School District 600 Commerce Street P.O. Box 188 Bigfork, MT 59911 Phone: (406) 837-7400 Email: mattj@bigfork.k12.mt.us

ENTIRE CONTRACT:

This licensing agreement represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

NON-ASSIGNMENT:

Neither party to this licensing agreement may assign its interest in the contract to any other person or organization without the written consent of the other party.

NO AGENT RELATIONSHIP CREATED:

It is mutually agreed and understood that the Bigfork School District and its employees or agents performing under this licensing agreement are not employees or agents of WSSDA or of the state of Washington by reason thereof.

CONFORMANCE:

If any provision of this licensing agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

TERMINATION:

Termination of this licensing agreement is reciprocal; either party may terminate with thirty (30) days prior written notice to the non-terminating party.

JURISDICTION:

The parties agree to submit any dispute arising out of or in connection with this licensing agreement to the exclusive jurisdiction of Thurston County, Washington.

FORCE MAJEURE:

If an act of God, war, disaster, pandemic, fire, strikes, labor disputes, curtailment or disruption of transportation facilities, civil disorder or terrorism make it impossible for the participants to continue the licensing agreement or create a significant risk to the participants' health or safety, each Party shall promptly notify the other Parties of such force majeure condition and both Parties are relieved of obligations under this agreement.

TERMS:

It is mutually agreed and understood that no alteration or variation of the terms of this licensing agreement shall be valid unless made in writing and signed by the parties thereto, and that no oral understanding or contracts not incorporated herein, and no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding

IN WITNESS WHEREOF, the WSSDA and CONTRACTOR have executed this contract consisting of three (3) pages.

Tricia Lubach, Director of Leadership
Development
Washington State School Directors'
Association

Matt Jensen, Superintendent

Bigfork School District

Date Signed:

Date Signed:

DRAFT