

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
CONTRACT WITH MEADOWS UNION SCHOOL DISTRICT
FOR
SYNERGY SMS DATABASE**

The SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, a public educational agency, located at 6401 Linda Vista Road, San Diego, California 92111-7399, hereinafter referred to as "SDCSS" and MEADOWS UNION SCHOOL DISTRICT, located at 2059 Bowker Road, El Centro, CA 92243 hereinafter referred to as "LEA", mutually agree as follows:

1. BASIS OF CONTRACT

The purpose of this contract is to outline the relationship between SDCSS and LEA with regards to the Synergy Student Management System (SMS) database.

2. SCOPE OF SERVICE

2.1 SDCSS'S RESPONSIBILITY

The scope of work provided between SDCSS and LEA will be based on Per student fees as found in the SDCSS Fee schedule, herein referred to as Exhibit A (as updated annually), and include the following ongoing costs and services:

- Software License Fees
- Application Documentation
- Hosting
- SDCSS Student Management Systems Help Desk
- System Maintenance
 - a. Periodically, SDCSS will schedule periods of time for planned upgrades and maintenance. The SMS will be unavailable during these maintenance windows. Planned service disruptions will be communicated, when possible, with the LEA at least 72 hours prior to the scheduled maintenance.
- Software Updates and Upgrades
- Data Back-up
- Disaster Recovery
- CALPADS Support
- Assistance with Pre-ID extracts
- Test score loads
- Initial training plus ongoing web-based training
- SDCSS will provide a secure FTP site for document transfer and retrieval.

2.2 LEA RESPONSIBILITIES

- The ParentVUE, StudentVUE, and TeacherVUE portal are provided to each LEA as part of the overall licensing fees, however, administration and support of these portals are the responsibility of the LEA.
- Allow SDCSS SMS staff access to the SMS Staging and Test environments to facilitate troubleshooting.
- Provide a list of LEA staff authorized to request service and support including those who have access to the secure FTP site.
- Districts will serve as the intermediary between the SDCSS and all third-party vendors. SDCSS will not share any type of information to a third-party vendor.
- Unique user names and passwords are only to be used by the assigned LEA staff and should not be shared.

- A lead-time of no less than 2 weeks for the request and implementation of work orders associated with SMS extract requests for third-party vendor applications.

2.3 SECURITY

- All student information involved in this agreement shall continue to be the property of and under the control of the LEA.
- SDCSS will not use any information in a student record for any purposes other than those required or specifically permitted by this contract. Any other use of the LEA's student information will not be undertaken without the express, written consent of the LEA.
- SDCSS uses the following methods to ensure the privacy and security of student information:
 - a. Transmission of student information is always via secure protocols (SFTP, SSL and/or encryption)
 - b. No data transmission occurs via email
 - c. Student data is stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
 - d. All server systems including data storage are maintained in a locked, secure, environmentally controlled facility
 - e. All server systems have been hardened with industry standard recommended measures for security protection
- SDCSS will notify the LEA within 24 hours if unauthorized access is discovered.
- SDCSS and the LEA will work together to ensure compliance with FERPA regulations.

2.4 OTHER FEE-BASED SERVICES

- Report Card Fees: Refer to Exhibit A for the Standards-Based report cards fees.
- Training Hours: Refer to Exhibit A for the per hour fees for onsite training.
- Implementation, Training and Data Conversion for new consortium LEAs will be customized and priced based by contract per LEA.
- Synergy Scripts: Refer to Exhibit A for the Synergy scripts fees.
- Data Loads: Refer to Exhibit A for additional fees and procedures related to Data Loads.
- Online Registration Module: Refer to Exhibit A for the annual cost for the Online Registration module.
- Assessment Module: Reference to Exhibit A for the annual cost for the Assessment Module.
- Test Item Bank: Reference to Exhibit A for the annual cost for the Test Item Bank.

2.5 DATA BACKUP

Customer requests to restore data shall be made through the SIS Help Desk and coordinated with the SDCSS Data Center. Requests will be prioritized per the following schedule:

- P1 – Emergency: the system is unusable, there is major data corruption, or a complete restore of the database is necessary
- P2 – Special Purpose: selected data (not all) needs to be restored

P1 and P2 requests that require additional custom programming and/or scripting for completion will be billed to the LEA per the current SDCSS Fee Schedule.

2.6 DISASTER RECOVERY

The SDCSS maintains an off-site data center location where data backups are automatically replicated for disaster recovery purposes. The SDCSS will work with the LEA to provide recovery services in the event of a disaster that prevents the LEA from accessing their data for more than 1 day.

If the service interruption includes SDCSS provided internet services, it is the responsibility of the LEA to establish commodity internet connectivity to the off-site data center.

3. FEES AND BILLING SCHEDULE

SDCSS will bill LEA on a semiannual basis. This will consist of a 70% billing cycle in January of each contracted year and a 30% billing cycle in June of each contracted year. All billing disputes shall be made in writing to SDCSS no later than 90 calendar days after the billing cycle has concluded. Yearly fees will be calculated on a Per Student Fee basis as outlined in Exhibit A.

4. SMS DATA OWNERSHIP

SDCSS will host all data within the Synergy SMS with the express understanding that LEA retains all proprietary rights to any and all information housed within the respective SIS databases. Furthermore, SDCSS is not permitted to share, and agrees that it will not share, any student information data with any other vendor or third party agency without express written permission from LEA.

5. TERM

This Agreement is binding on the parties upon full signing hereof. The term of the Agreement commences July 01, 2017 (the "Effective Date") and shall remain in effect remains in effect for 3 years (the "Initial Term") expiring on June 30, 2020 (the "Expiration Date").

The term may be extended or renewed for an additional term ("Renewal Term") only by written agreement of the parties.

6. TERMINATION

6.1 TERMINATION FOR CONVENIENCE

Either party may terminate this agreement, (in whole or in part), without penalty, at any time by giving the SDCSS notice of the termination at least ninety (90) days prior to the termination date specified in the notice. In the event that LEA terminates services, LEA shall pay SDCSS for all services provided and work performed up to the date of termination.

Should LEA terminate the existing contract with SDCSS, refer to Exhibit B for a complete listing of support services that will be provided.

6.2 TERMINATION FOR CAUSE

SDCSS may terminate this agreement by giving notice to LEA if LEA fails to pay undisputed Fees for a period of three (3) months or more and fails to make such payment within thirty (30) days after being given notice of such failure.

7. TOBACCO-FREE FACILITY

SDCSS is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

8. PROJECT CONTACTS

The parties' representative contacts for the management of this project are:

SDCSS: Alicia Gallegos-Butters
6401 Linda Vista Rd
San Diego, CA 92111
(858) 292-3834
abutters@sdcoe.net

LEA:

2059 Bowker Road
El Centro, CA 92243

9. INDEMNIFICATION

LEA agrees to hold harmless, defend, and to indemnify SDCSS, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, LEA's performance or lack thereof under this Agreement.

SDCSS agrees to hold harmless, defend, and to indemnify LEA, its officers, agents, and employees against any and all losses, injuries, claims, actions, any judgments, and liens arising from, or alleged to have arisen from, SDCSS's performance or lack thereof under this agreement.

10. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

11. COMPLIANCE WITH LAW

Both parties shall be subject to, and shall comply with, all Federal State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

12. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

13. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provision hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

**MEADOWS UNION SCHOOL
DISTRICT**

By (Authorized Signature)

By (Authorized Signature)

Lora Duzyk

Name (type or print)

Name (type or print)

Assistant Superintendent of Business Services

Title

Title

Date

Date

SAN DIEGO COUNTY OFFICE OF EDUCATION

STUDENT INFORMATION SYSTEM
2017-18 FEE SCHEDULE

EXHIBIT A

SYNERGY PER STUDENT FEES

Elementary (Self Contained)	\$8.68 per student
Middle School	\$15.86 per student
High School	\$18.02 per student

Fees for Synergy will be billed by the annual Fall 1 count of students. Per student fees will be multiplied by student counts for annual billing. Billing will occur in January and June.

District Pre-school enrollment will be billed at Elementary rate and based on current year enrollment on CBEDS day.

Adult school enrollment, based on current year CBEDS day, will be billed at High School rate.

Per student fees will cover the following ongoing costs and services:

- Software License Fees (including Grade Book)
- Application Documentation
- Hosting
- SDCSS Customer Resource Center Help Desk
- Fee based printing
- System Maintenance
- Software Updates and Upgrades
- Data Back-up
- Disaster Recovery
- CALPADS Support
- Assistance with Pre-ID extracts
- Test score loads
- Initial training plus ongoing web-based training

OTHER FEES

Report Card Fees: Standards-Based report cards, typically used by elementary schools, will be charged at a minimum of \$510 per report card (for example, Grade 3 report cards, one in English and one in Spanish, would be two report cards, thus \$1,020 minimum). Additional expenses may be incurred based on report card requirements. A scope of work will be established prior to beginning the work order.

Districts will be required to proof and approve report cards for accuracy prior to implementation. Further revisions, after implementation, are priced based on the extent of the work needed.

Training Hours: The fee will be \$102.03 per hour for onsite training (including Grade Book training), with a minimum of 4 hours and maximum class size of 25.

Implementation, Training and Data Conversion: for new consortium districts will be customized and priced based by contract per district.

Synergy Scripts: Synergy scripts are priced based on the extent of the work needed. Software Application Services (SAS) will provide you with a work order and the cost which you must authorize before the work can begin. SAS will quote the cost with a stipulation of the "number of attempts" to generate a successful script. The goal is to complete the work within three attempts. After that, the charge is \$93.95/hour for additional work.

Data Loads: Data loads into Synergy, including free and reduced meals, student programs, students, and school feeder data loads, are priced based on the extent of the work needed. SAS will provide you with a work order and the cost which you must authorize before the work can begin. NOTE: this does not apply to test scores.

Online Registration Module: The annual cost for the Online Registration module is \$1.50 per student based on your LEAs annual Fall 1 count of students.

Assessment: \$3.00 per student

Item Bank (for Assessment): \$1.58 per student

TAKING A LOCAL EDUCATION AGENCY (LEA) OUT OF SERVICE

EXHIBIT B

On the day following the last contracted day of service:

- The application pool for the LEA's website will be stopped on each web server. This will cause a Service Unavailable message to be displayed if a user attempts to access the web site.
- The LEA will be removed from the process server(s).
- Removal of all associated, automated nightly processes.
- The LEA's SQL Server production database will be backed up, compressed and placed on our FTP server for the LEA to download. The LEA will be notified by email that they have 14 calendar days to download the backup file.
NOTE: It is not the responsibility of SDCSS to assist the LEA in the data conversion/extraction process except that which is outlined herein.
- A second backup of the production database will be retained for one year.
- All LEA's database will be taken offline.
- All LEA's database and web sites will be removed from the RT Dashboard configuration.

Fourteen days after the LEA has been taken out-of-service:

- The LEA will be removed from the DBTool configuration on each web server.
- The web sites, including the application pools and physical folders for the LEA will be removed from each web server.
- The production database backup placed on the FTP server will be deleted.