

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
CONTRACT WITH (San Pasqual Union Elementary School District)
FOR
SYNERGY EDUCATION PLATFORM**

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 San Pasqual Union Elementary School District, located at 15305 Rockwood Rd, Escondido, CA 92027, hereinafter referred to as “LEA”, mutually agree as follows:

1. BASIS OF CONTRACT

The purpose of this contract (“Contract”) is to outline the relationship between SDCSS and LEA with regards to the Synergy Education Platform (Synergy EP).

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, and include the following ongoing costs and services:

- Software License Fees (including Grade Book)
- Application Documentation
- Edupoint Cloud Hosting
- Software Updates and Upgrades
- SDCSS Customer Resource Center Help Desk
- SDCSS will provide a 72-hour notice for software updates and upgrades
- Unplanned System Maintenance – 24-hour notice will be provided for any unplanned system maintenance
- Data Back-up and Disaster Recovery
- State and Federal Reporting
- CALPADS & CRDC ongoing support
- Assistance with third party extracts
- Test score loads
- Virtual and in person training options
- SDCSS will provide a secure FTP site for document transfer and retrieval. Usernames and Passwords will be unique and should not be shared with third party vendors.

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 SIS staff access to the Synergy EP 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. These lists will be audited annually.
- Districts will serve as the intermediary between the SDCSS and all third-party vendors. SDCSS will not share any type of information directly to a third-party vendor.
- Review and adopt SDCOE security protocol for Synergy SIS. Unique usernames 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 SIS 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 shall use 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, state and federal law, board policy, and other student data privacy regulations, including but not limited to any required reporting to state or federal agencies

2.4 CYBER SECURITY

SDCSS Cyber Security team highly recommends the use of multi-factor authentication as part of a complete cyber security plan.

- Multi-Factor authentication can be enabled in Synergy for select users
- Setup assistance is available upon request by submitting a ServiceNow ticket

If multi-factor authentication is not adopted, SDCSS requires the following password settings be in place as a condition of this Contract:

- Minimum Password length - 12 characters
- Number of days before password expires – 90 days
 - If using multi-factor authentication, this can be extended for up to 1 year
- Require both Alpha and numeric characters - Yes
- Force Uniqueness of passwords up to – 5 historical passwords
- Force Uniqueness of passwords up to – 10 days
- Number of invalid attempts before user is disabled – 5
- Enact appropriate user Session State Management settings – recommended 300 seconds.

In addition, SDCSS Cyber Security team requires an annual audit of system users. SDCOE will identify the appropriate Synergy reports and require an annual review. Given the ongoing evolution of protections in cyber security, the above requirements are subject to modification via [60 days] advance written notice from SDCSS to LEA.

2.5 DATA BACKUP

LEA databases will be backed up to a Company managed Remote Data Center. The following details the back-up plan in hosted environments:

- Full back up once per week
- Differential Backup once per day
- Transactional backup – every 15 minutes
- Weekly backups retained for 4 weeks. Monthly backups retained for 12 months. Yearly Backups retained for 7 years
- Backups are retained only if LEA has a current agreement with SDCSS

Backups are replicated at multiple data centers co-located across the U.S.

Recovery Point Objective is to recover the environment from backup so that mission critical operations can continue.

- Mission-critical includes administrative and teacher usage, not parents or students.

Recovery time Objective is 24 hours.

Customer requests to restore data shall be made through the SIS Help Desk and coordinated with Edupoint.

2.6 DISASTER RECOVERY

The SDCSS hosting Contract includes provisions for data backup to be maintained at a Remote Data Center with data communication between servers and SDCSS and maintain backups of LEA content at Edupoint Remote Data center. Edupoint hosting shall be capable of providing Application Hosting Services on and from such backup servers with seventy-two (72) hours of any disruption of the LEA.

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. SYNERGY EP DATA OWNERSHIP

SDCSS will host all data within the Synergy EP 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, 2023 (the "Effective Date") and shall remain in effect remains in effect for 3 years (the "Initial Term") expiring on June 30, 2026 (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 this 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 (1) 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; or (2) LEA is in breach of any of the conditions of this Contract and after a notice and cure period of 30 days, does not remedy the breach

7. TOBACCO-FREE FACILITY

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

8. PROJECT CONTACTS

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

SDCSS: John Vaillancourt
6401 Linda Vista Rd
San Diego, CA 92111
(858) 290-5583

jvaillancourt@sdcoe.net

LEA: Mark Burroughs
15305 Rockwood Rd
Escondido, CA 92027
760-504-1006
mark.burroughs@sanpasqualunion.net

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: data privacy, cyber security, 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**

**San Pasqual Union Elementary School
District**

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (type or print)

Name (type or print)

Deputy Superintendent, Chief Business Officer

Title

Title

Date

Date

SAN DIEGO COUNTY OFFICE OF EDUCATION

**STUDENT INFORMATION SYSTEM SYNERGY – SAN DIEGO COUNTY
FEE SCHEDULE FOR FY 2024, 2025 AND 2026
EXHIBIT A**

SYNERGY PER STUDENT FEES FOR FY 2024 THROUGH 2026

CORE SIS (STUDENT INFORMATION SYSTEM) AND EDUPOINT CLOUD HOSTING:

Fees for Synergy will be calculated using the prior year student enrollment on Census Day (the first Wednesday in October) as published by Data Quest and multiplied by the rate for Core SIS and Edupoint hosting. Billing will occur in January and June.

Pre-school fees will be calculated using Synergy report STU601, focused to current year Census Day, and billed at the Elementary rate.

Adult student fees will be calculated using Synergy report STU601, focused to current year Census Day, and billed at the High School rate.

Core SIS and Edupoint cloud hosting fees cover the following services:

- Software License Fees (including Grade Book)
- Application Documentation
- Edupoint Cloud Hosting
- Software Updates and Upgrades
- SDCSS Customer Resource Center Help Desk
- SDCSS will provide a 72-hour notice for software updates and upgrades
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CORE SIS and Edupoint Cloud Hosting July 1, 2023 – June 30, 2026

	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Elementary (Self-Contained)	\$ 11.27	\$ 11.46	\$ 11.64
Middle School	\$ 15.77	\$ 16.04	\$ 16.30
High School	\$ 17.65	\$ 17.95	\$ 18.24

SYNERGY MODULE ADD-ON FEES:

Fees for add-on modules will be calculated using the prior year student enrollment on Census Day (the first Wednesday in October) as published by Data Quest and multiplied by the rate for Core SIS and Edupoint hosting. Fees will be added to the Core SIS and Edupoint cloud hosting fees. Billing will occur in January and June.

	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Online Registration	\$ 1.94	\$ 1.94	\$ 1.94
Waitlist/Lottery	\$ 2.00	\$ 2.00	\$ 2.00
Athletics	\$ 3.33	\$ 3.44	\$ 3.54
Assessment	\$ 2.39	\$ 2.70	\$ 2.73
Inspect + Item Bank	\$ 3.27	\$ 3.31	\$ 3.33
Certica	\$ 3.01	\$ 3.04	\$ 3.06
Grade Cam	\$ 1.09	\$ 1.11	\$ 1.12
LessonVUE	\$ 2.73	\$ 2.75	\$ 2.78
Master Schedule Builder	\$ 1.03	\$ 1.04	\$ 1.05
MTSS	\$ 4.87	\$ 4.92	\$ 4.97
Analytics	\$ 5.12	\$ 5.45	\$ 5.51
Video Conference Registration	\$ 0.69	\$ 0.72	\$ 0.74
One Roster API	\$ 1.35	\$ 1.35	\$ 1.35
Distance Learning Portal	\$ 0.34	\$ 0.35	\$ 0.36

Help Desk Support (For San Diego Synergy Districts only)*Fees for help desk only support will be calculated using the prior year student enrollment on Census Day (the first Wednesday in October) as published by Data Quest and multiplied by the rate for Help Desk only. All fees will be billed in January and June.

*Hosting fees are NOT included in the listed per student cost for service and help desk support.

	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Elementary (Self-Contained)	\$ 3.76	\$ 3.82	\$ 3.88
Middle School	\$ 8.26	\$ 8.40	\$ 8.54
High School	\$ 10.14	\$ 10.31	\$ 10.48

OTHER FEES - A scope of work will be established and submitted for district approval, before starting any work in these areas.

Report Card Fees: Standards-Based report cards, typically used by elementary schools, will be charged at a minimum of \$500.00 per report card template and require a 3-5 month development process (for example, Grade 3 report cards, one in English and one in Spanish, would be two report cards, thus \$1000.00 minimum). Additional expenses may be incurred based on report card requirements.

Training Hours: The fee will be \$126.76 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. SDCOE SAS will provide you with a work order and the cost which you must authorize before the work can begin. SDCOE 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 \$116.73/hour for additional work.

Data Loads: Data loads into Synergy, including free and reduced meals, student programs, student data, and school feeder data loads, are priced based on the extent of the work needed. SDCOE 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.

