



INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)

ARIZONA DEPARTMENT OF EDUCATION
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517

IGSA No: ADED15-11

PROJECT TITLE: OPT-IN

Effective Date: Upon ADE Signature
Agreement Term: 12 Months

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 *et seq.* this Intergovernmental Service Cooperative Purchasing Agreement (Agreement) is entered into by the Arizona State Board of Education, acting through the Arizona Department of Education (ADE), an agency of the State of Arizona, and Tucson Unified School District (LEA). ADE is authorized to enter into this Agreement by A.R.S. § 15-203(B)(1) and the LEA is authorized to enter into this agreement by virtue of A.R.S. §§ 15-342(13) (district) and 15-183(H) (charter).

Therefore the ADE and the LEA agree to abide by the terms and conditions set forth in this Agreement.

For and on behalf of the LEA:

For and on behalf of the Arizona Department of Education
1535 W Jefferson Street, Bin # 37
Phoenix, Arizona 85007

1010 East Tenth Street

Tucson AZ 85719

Signature of Person Authorized to Sign Date

Signature of Person Authorized to Sign Date

Printed Name

Printed Name

Title

Title

Revised 12/2014

***** ADE will require a purchase order included with the submittal of the signed IGSA.
Please contact Justin Schmitz at 602-542-5936 if you have any questions. *****



1. Purpose of Agreement

ADE, as part of the Arizona Education Learning Accountability System initiative (AELAS), has procured a series of Commercial Off-The-Shelf (COTS) products that it believes will assist Arizona districts and charters to more efficiently provide services to their students, teachers, and communities. In addition, ADE has developed its own Content Management System that it is making available to Arizona districts and charters (collectively, the AELAS Products). It is ADE's intent to allow every Arizona district and charter to utilize the AELAS Products that it considers relevant to its operations and development through ADE's hosting environment. LEA has made an election to use the following components:

- A. Student Information System (Edupoint), No. ADED14-075845
<https://procure.az.gov/bso/external/purchaseorder/poSummary.sdo?docId=ADED14-075845&releaseNbr=0&parentUrl=active>
- B. Learning Management System (BlackBoard), No. ADED14-069171
<https://procure.az.gov/bso/external/purchaseorder/poSummary.sdo?docId=ADED14-069171&releaseNbr=0&parentUrl=active>
- C. Content Management System (ADE)
- D. Observation & Evaluation System, [coming soon]
- E. Assessment System, [coming soon]

Exhibits A through E define the scope of services for each AELAS Product that shall be provided to the LEA. The underlying agreements between the vendors and ADE, and these exhibits are incorporated into this Agreement based on the election of the LEA to use an individual AELAS Product.

2. Term of Agreement

This Agreement is effective for a period of up-to one year from the date of execution, and can be renewed for additional one-year terms, or be terminated by either party in accordance with Section 7. Each renewal shall be effective for a one-year term or a portion thereof, upon agreement of the LEA and ADE. The parties shall each sign an Amendment extending this Agreement pursuant to Section 5. ADE shall prepare the Amendment for additional periods for both parties' signatures.

3. Scope of Services

ADE and the LEA shall provide the required services agreed to by each as set forth in this Agreement and in Exhibits A through E pursuant to the LEA's elections in Section 1.

4. Payment

As payment for full and satisfactory performance of the services, the LEA agrees to pay the ADE as outlined in the payment schedule attached as Exhibit F. Any changes by the LEA to its elected AELAS Products will result in an adjustment to the required payments



and an amendment to Exhibit F. While services being added for less than a full term may be provided at a prorated cost, the LEA shall not receive full reimbursement for services if it elects to opt-out of any AELAS Product in the middle of a term.

5. Changes

This Agreement may only be changed in a writing signed by both parties through their duly authorized agents (an Amendment). Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the LEA, shall be void and of no effect. Neither party shall be entitled to a claim under this Agreement based on changes made through an unauthorized Amendment. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law shall apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the Agreement to remove any conflict.

6. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

7. Termination

A. Termination for Convenience. Except as otherwise provided, this Agreement may be terminated without cause upon thirty (30) days written notice by either party.

B. Termination for Cause. This Agreement may be terminated immediately upon notice by ADE or LEA if either party fails to fulfill its obligations under this Agreement.

Grounds for immediate termination by ADE include, but are not limited to:

- i. LEA violates the copyright and/or fair use policies and other published guidelines for the appropriate educator and student use of the selected AELAS Products;
- ii. LEA uses the content or services in ways that violate its license permissions (e.g. reselling public content or using the tools for programs not covered by the license);
- iii. LEA fails to protect the integrity of the data and content in the AELAS Products pursuant to Section 14 of this Agreement;
- iv. LEA fails to promptly and completely pay any monies due to ADE as set forth in the Price Sheet;
- v. LEA fails to adhere to any federal or state statute covering the use of the AELAS Products; and
- vi. LEA intentionally performs any act to undermine the effective use of the AELAS Products.



C. Duties Upon Termination. Upon termination pursuant to this Section, all goods, materials, documents, data and reports prepared by or for ADE under the Agreement shall become the property of and be delivered to ADE on demand. The LEA shall be liable to ADE for any excess costs incurred by ADE for materials or services provided and for any additional costs related to the early termination of this Agreement.

8. Right of Offset

ADE shall be entitled to offset against any sums due the State, any expenses or costs incurred by ADE, or damages assessed by the State as caused by the LEA's breach of this Agreement, including expenses, costs and damages.

9. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501 *et seq.*), the administrative rules promulgated thereunder (A.A.C. R2-7-901 *et seq.*), and the Arizona school district procurement rules (A.A.C. R7-2-1001 *et seq.*)

10. Non-Availability of Funds

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

11. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona (State), its political subdivisions or any department or agency of either may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

12. Non-Discrimination

The parties shall comply with Executive Order 09-09, which mandates that all persons regardless of race, creed, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin, political affiliation or disability.

**13. Records**

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records (Records) relating to this Agreement for a period of five years after completion of the Agreement. All Records shall be subject to inspection and audit by either party at reasonable times.

14. Data Privacy and Security

A. ADE Procedures and Controls. ADE shall treat all information obtained through performance of the Agreement, as confidential or sensitive information consistent with state and federal law and state policy. ADE or its agents shall not use any data obtained in the performance of the Agreement in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this Agreement. ADE shall establish and maintain procedures and controls for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of this Agreement. This includes data contained in ADE records obtained from the State or others, necessary for Agreement performance. ADE and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under this Agreement.

B. Security Incident Management. ADE and its agents shall use a communication and escalation procedure approved by the State's designated Information Security and Privacy Officers to notify appropriate State personnel of an information security or data privacy related incident, including a breach of confidential information. ADE and its agents shall cooperate and collaborate with appropriate LEA personnel to identify and respond to an information security or data privacy incident, including a data breach, as required by State policy and state and federal law.

15. Confidentiality

ADE and LEA may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (i) is already in the receiving Party's possession at the time of disclosure; (ii) is or later becomes part of the public domain through no fault of the receiving Party; (iii) is received from a third party with no duty of confidentiality to the disclosing party; (iv) was developed independently by the receiving party prior to disclosure; or, (v) is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as Confidential Information by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information,



within thirty (30) days after such oral or visual disclosure. Both parties shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this Agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this Agreement which involves identifiable individual student data.

16. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by ADE in performance of this Agreement shall vest in the State of Arizona.

17. Intellectual Property

ADE may provide LEA with certain ADE Materials in performance of this Agreement. ADE shall own all rights, title, and interests in and to: all ADE Materials and Inventions including all patents, copyright, trade secrets, and any other intellectual property rights pertaining thereto; all changes, modifications, updates or enhancements thereto made by ADE or LEA, and all derivative works therefrom. ADE hereby grants to LEA a revocable, nonexclusive, non-assignable, non-transferable, worldwide limited right and license to copy, distribute, transmit, display, perform, and otherwise use and exploit the ADE Materials for the performance of this Agreement. The foregoing license does not give LEA, and LEA is not authorized, to sublicense such ADE Materials. Except as otherwise requested or approved by ADE, LEA shall cease all use of the ADE Materials upon expiration or termination of the agreement, and shall immediately return or destroy the same at ADE's direction.

ADE Materials shall mean any computer software, computer programs, architecture, computer functionalities, computer interfaces, computer code, computer files, images, photographs, designs, forms, data listings, or compilations or databases, graphics, artwork, text or writings, documents, abstracts and summaries thereof or any other related items or information reasonably required for the performance of this Agreement that are the intellectual property of the Arizona Department of Education. ADE Materials do not include the AELAS Products developed, owned, and licensed by the third-party vendors and procured by ADE for the purpose of this Agreement. LEA's intellectual property rights to any third-party intellectual property from the AELAS Products is limited as specified in the Exhibits and underlying agreements with the third party vendors as specified in Section 1.

18. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by Section 15.



19. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, LEA shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LEA's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

20. Software Support Services

ADE and LEA agree to the software support services set forth in Exhibit G, which is attached hereto and fully incorporated herein. LEA shall be billed for the maintenance and support of the selected AELAS Products, as per Exhibit F, in accordance with the payment terms set forth in Section 4 of this Agreement. Software support services beyond those specified in Exhibit G that are requested by LEA during the term shall be provided for an additional charge.

21. Notices

All written communications shall be addressed and mailed or personally served as follows:

To LEA:

Andrew Agnew
Tucson Unified School District
1010 East Tenth Street
Tucson, AZ 85719
Telephone: (520) 225-5418
Email: Andrew.agnew@tusd1.org

To ADE:

Procurement, Bin # 37
Arizona Department of Education
1535 West Jefferson
Phoenix, AZ 85007
Telephone: (602) 542-5936
Fax: (602) 542-3264
Email: IGSAinbox@azed.gov



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT A – SCOPE OF SERVICES
Student Information System (Edupoint)

IGSA Number ADED15-11

NOTE: This Exhibit is effective only for LEAs that have elected to opt-in to the Student Information System being supplied by Edupoint pursuant to ADE Contract No. ADED14-075845.

- 1. Description of System:** ADE has procured a Student Information System product from Edupoint, as described more completely by the underlying contract documents in ADE Contract No. ADED14-075845. The Student Information System comprises
Product features synopsis

A. Software License for the following Synergy Core Modules:

The Synergy Student Information System (PreK-12), Master Schedule Builder (Grade 7-12), ParentVUE/StudentVUE portals (PreK-12), TeacherVUE Gradebook (PreK-12) and AZ State Reporting (PreK-12) license includes the following:

SIS - Student Demographic, Enrollment/Registration, Concurrent Enrollment, Withdrawals, Attendance, Discipline, Health, Bell Schedules, Mass Scheduler, Transportation, Student Fees, Programs, CTE, PreK, Summer School, Testing & Assessment, Course Maintenance, Course Request, Grading, Transcripts, Graduation, Planner Guidance, General Reporting, Query, Mobile Applications
Master Schedule Builder
TeacherVUE
ParentVUE/StudentVUE – Parent and Student Portals
AZ State Reporting

B. Software Licenses for the following Synergy Optional Modules:

- On-line Enrollment for Parents
- LessonVUE Curriculum Management
- Synergy Online Assessment
- PK-12 Student Special Education
- SchoolPay Online Payment / THIRD PARTY SYSTEM.

C. Additional Services:

- Integration of Third Party Applications
- Implementation of Synergy Optional Module(s)
- Data Conversion – Additional Year(s)
- Other Services (i.e. Daily Rate)
- Training for Synergy Optional Module(s)
- Specialty Training (refer to Scope of Services)
- Consulting Services
- Customization Services
- User Conference Plans



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- 2. Election of Modules:** LEA has analyzed the services that are being offered and elected to opt-in to the following modules of the Student Information System pursuant to the specific terms and conditions set forth in this Exhibit:

An [X] indicates election of a module by the LEA, additional modules are listed for reference only, and may be opted-into by the LEA through a modification to the agreement.

Tucson Unified School District is Self-Hosting. The annual renewal fee will be reduced as outlined in Exhibit F –Price Sheet (Pg 26). The Self-Hosting option does not include application and data hosting or disaster recovery.

A. Implementation Type:

[X] New Synergy Core Modules Implementation (includes) –

- Student Demographic, Enrollment/Registration, Concurrent Enrollment, Withdrawals, Attendance, Discipline, Health, Bell Schedules, Mass Scheduler. Transportation, Student Fees, Programs, CTE, PreK, Summer School, Testing & Assessment, Course maintenance, Course Request, Grading, Transcripts. Graduation, planner Guidance, General Reporting, Query, Mobile Applications, Master Schedule Builder, TeacherVUE, ParentVUE/StudentVUE – Parent and Student Portals, AZ State Reporting
- Database installation
- Data conversion as part of initial rollout
- Data Installation
- Standard Product Setup and Configuration
- Training - 10 days of Application training
- Product Support
- 1 Production environment & 1 Test Environment
- Project Coordination Management

[] Existing Synergy Implementation (LEA currently using Synergy moving to ADE Hosted environment) –

- Database installation
- Data Installation – movement of data from self-hosted to ADE hosted environment
- Product Support
- Hosting - Application and Data
- Disaster Recovery – Backup
- 1 Production environment & 1 Test Environment

B. Synergy Optional Modules Licenses (Does Not Include Implementation):

- [X] Software License Synergy Optional Module On-line Enrollment for Parents
- [] Software License Synergy Optional Module LessonVUE Curriculum Management
- [] Software License Synergy Optional Module Synergy Online Assessment
- [X] Software License Synergy Optional Module PK-12 Student Special Education
- [X] Software License Synergy Optional Module Synergy Technology (ST) & SIS Application Source Code
- [] SchoolPay Online Payment / THIRD PARTY SYSTEM



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C. Additional Services:

Integration

Integration with Third party Applications

Implementation

- Implementation Synergy Optional Module On-line Enrollment for Parents
- Implementation Synergy Optional Module LessonVUE Curriculum Management
- Implementation Synergy Optional Module Synergy Online Assessment
- Implementation Synergy Optional Module PK-12 Student Special Education
- Implementation Synergy Optional Module Synergy Technology (ST) & SIS Application Source Code
- Implementation Synergy Optional Module SchoolPay Online Payment / THIRD PARTY SYSTEM setup

Data Conversion Additional Year(s)

Data Conversion for prior year data (where applicable)

Other Services (As Requested; i.e. Daily Rate)

Training

- Additional Synergy Core Application Training (per day)
- Training for Synergy Optional Module On-line Enrollment for Parents
- Training for Synergy Optional Module LessonVUE Curriculum Management
- Training for Synergy Optional Module Synergy Online Assessment
- Training for Synergy Optional Module PK-12 Student Special Education
- Training for Synergy Optional Module Synergy Technology (ST) & SIS Application Source Code
- Training for Synergy Optional Module SchoolPay Online Payment / THIRD PARTY SYSTEM
- Training for report creation (SIREN) (Duration 1/2 day)
- Training for the creation of School Board Report Cards (Duration 2 days)
- Training for the creation of Dashboard Widgets (Duration 1/2 day)
- Training for Synergy Customization (Duration 2 days)
- Training for use of Advanced Mail Merge (Duration 1 day)
- Training for use of Advanced Query (Duration 1/2 day)

Consulting

Consulting Services (per day)

Customization

Customization Services (per day)

User Conference Plans:

- Copper Conference Plan: Licensee may send one (1) representative to attend Synergy's Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.
- Bronze Conference Plan: Licensee may send two (2) representatives to attend Synergy's Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.



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- Silver Conference Plan: Licensee may send three (3) representatives to attend Synergy's Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.
- Gold Conference Plan: Licensee may send four (4) representatives to attend Synergy's Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.

3. Scope of Services:

A. The services included in the implementation of a new Synergy installation and initial roll-out are:

- Project coordination
- Database installation
- Data Conversion (current year + 2 historical years)
- Data Installation
- Training
- Product setup and configuration
- Product Support
 - Email
 - Phone

B. For customers who are existing Synergy users and wish to migrate from being self-hosted to the ADE hosted environment the services included are:

- Project coordination
- Database installation from the self-hosted to the ADE hosted environment
- Data Installation from the self-hosted to the ADE hosted environment
- Product Support
 - Email
 - Phone
- Hosting
- Disaster Recovery

C. Additional Services Available include the following:

1. Third party application integration with 3rd party products
2. Training at an ADE designated facility, via online instruction and via webinar for the following:
 - Application training
 - Train the trainer
 - Annual release training
3. Data Conversion for prior year data (where applicable)
4. Consulting Services

LEAs which have completed the initial implementation of Synergy and want to ensure that the system is being used in the manner necessary for the LEA to gain maximum improvements in the daily work processes of the school and district office staff. It is intended to answer questions such as:

- Are attendance clerks executing the daily and periodic attendance function in the most efficient manner, given the features and functions available in the new system?



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- Are school principals fully using the information available via the new system to support their decisions regarding school operations and instructional effectiveness?
- Is district office staff fully utilizing the reporting and query capabilities of the new system to gain information needed for programmatic and departmental operations and management, or are they still asking schools to compile and report this information off-line?
- Are teachers fully utilizing the student and classroom management features of the new system's teacher portal and integrated grade book?
- It is a universal fact that when presented with a new tool that assists people in the accomplishment of their work, most people will quickly learn and utilize the tools basic capabilities, but absent further stimulation or incentive, they will not explore the tools advanced features or develop the new more efficient work processes that are enabled by the new tool.

Consultant's will work with LEA school and district staff to identify work processes that are making less than full use of Synergy, and then lead collaborative initiatives to intervene in these processes so that the LEA gains maximum return on its new SIS investment.

5. Custom Report Development
6. Annual Start of School Readiness Check
7. Computing Infrastructure - Analysis and Documentation, AKA Site Survey

C. Specialty Training courses for the following topics:

SIREN This training session will cover the creation of custom reports using SIREN. Attendees will learn how to create these reports using advanced Synergy Query / Reporting techniques and theories.

School Board Report Cards This session will instruct attendees on the process for creating custom SBRCs and importing those SBRCs into the Synergy grade book

Dashboard Widgets This session will demonstrate how to create and refresh Dashboard widgets using either native SQL (with the Synergy database or external data sources) or the Ad-Hoc Query Tool.

Synergy Customization This session will instruct participants on how to customize Synergy. Participants will create user-defined data elements, customize existing Synergy screens, create new synergy screens and customize ParentVUE/StudentVUE.

Advanced Mail Merge This training session will cover the creation of a mail merge document in Microsoft Word, a corresponding definition within Synergy, and executing a report that automatically outputs documents in single or multiple languages. Discipline letters, attendance letters, and health incident letters will all be covered.

Advanced Query This session will cover how the Synergy business objects are related, how they are joined as they pertain to Synergy query, and using Type In Query to manipulate how a query may return data.

D. Premium User Conference Plans:

Copper: Licensee may send one (1) representative to attend Synergy Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.

Bronze: Licensee may send two (2) representatives to attend Synergy's Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.

Silver: Licensee may send three (3) representatives to attend Synergy User's Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.

Gold: Licensee may send four (4) representatives to attend Synergy Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.



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E. Software Support Services

LEA expressly agrees to be bound by the following terms of the Edupoint Software License Agreement between Edupoint Educational Systems, LLC and Arizona Department of Education Version 3.20, fully executed on July 16, 2014:

- Section 1.0: Grant of License
- Section 2.0: Ownership and Protection of Edupoint Products
- Attachment 3: Non-Employee/Agent Access Consent Form
- Section 15.0: Limitations of Liability
- Section 16.0: Statute of Limitations
- Exhibit B: Application Hosting Services

<https://procure.az.gov/bso/external/document/attachments/attachmentFileDetail.sdo?fileNbr=791813&docId=ADED14-075845&docType=P&releaseNbr=0&parentUrl=/external/purchaseorder/poSummary.sdo&external=true&searchType=contract>

4. LEA Responsibilities:

A. LEA responsibilities will include:

Assign LEA resources and allocate time as defined in Implementation plan to achieve schedules.
Ensure required resources attend implementation project kick off meeting.
Complete designated Synergy Navigation training course as scheduled.
Complete System Setup Survey as scheduled.
Supply all current system documents and materials required to setup and configure Synergy system.
Review and approve System setup and configuration.
Hosting (Self-Hosting)
Disaster Recover (Self-Hosting)

B. For implementations that include Data conversion processes:

Export legacy data into pre-defined map formats.
Identify codes and tables to map to centralized values.
Identify source entries that must be remapped to new Synergy values.
Identify data that does not have direct mapping in Synergy.
Analyze and validate data conversion results.
Approve production data conversion

C. For implementations that include manual data entry:

Provide resources to enter data into Synergy through standard entry screens.

D. For implementations that include optional integration to 3rd party applications:

Provide specifications for needed interfaces.

E. Identify users to be trained:

Participate in any scheduled training events.
Test user logins to ensure users in each role have appropriate access.
Conduct system readiness test in accordance with schedule.



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5. ADE Responsibilities:

ADE Responsibilities will include:

A. New Synergy Implementation

- Project coordination to ensure successful implementation of Synergy system.
- Database installation
- Data Conversion (current year + 2 historical years)
- Data Installation
- Training
- Product setup and configuration
- Product Support
 - Email
 - Phone

B. Move of existing self-hosted Synergy customer to ADE hosted environment

- Project coordination to ensure successful implementation of Synergy system.
- Database installation
- Data Installation
- Product Support
 - Email
 - Phone
- Hosting
- Disaster Recovery

6. Cost:

This section is provided as a reference only, and does not equate to financial obligation. For pricing information, please see Exhibit F – Price Sheet (pg 26).

NEW Synergy Implementation	\$10.00 per student
Software License Synergy Core Modules includes: Student Demographic, Enrollment/Registration, Concurrent Enrollment, Withdrawals, Attendance, Discipline, Health, Bell Schedules, Mass Scheduler. Transportation, Student Fees, Programs, CTE, PreK, Summer School, Testing & Assessment, Course maintenance, Course Request, Grading, Transcripts. Graduation, planner Guidance, General Reporting, Query, Mobile Applications, Master Schedule Builder, TeacherVUE, ParentVUE/StudentVUE - Parent and Student Portals, AZ State Reporting	included
Database installation	included
Data conversion (current + 2 years of historical data)	included
Data Installation	included
Standard Product Setup and Configuration	included
Training - 10 days of Application training	included
Product Support	included
1 Production environment & 1 Test Environment	included



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Project Coordination Management	included
Existing Synergy Implementation (LEA currently using Synergy moving to ADE Hosted environment)	\$6.50 per student
<ul style="list-style-type: none"> Database installation - from the self-hosted to the ADE hosted environment 	included
<ul style="list-style-type: none"> Data Installation - from the self-hosted to the ADE hosted environment 	included
Product Support	included
Hosting - Application and Data	included
Disaster Recovery - Backup	included
1 Production environment & 1 Test Environment	included
Synergy Optional Modules License Fee	
Software License Synergy Optional Module On-line Enrollment for Parents	\$0.50 per student
Software License Synergy Optional Module LessonVUE Curriculum Management	\$0.50 per student
Software License Synergy Optional Module Synergy Online Assessment	\$0.50 per student
Software License Synergy Optional Module PK-12 Student Special Education	\$8.00 per student
Software License Synergy Optional Module Synergy Technology (ST) & SIS Application Source Code	\$0.30 per student (\$30,000 min.)
SchoolPay Online Payment / THIRD PARTY SYSTEM	***See Implementation
Additional Services	
Integration with Third party Applications	
Integration with Third party Applications	\$600.00 per application
Training	
Additional Synergy Core Application Training	\$1,000.00 per day
Training for Synergy Optional Module On-line Enrollment for Parents	\$1,000.00 per day
Training for Synergy Optional Module LessonVUE Curriculum Management	\$1,000.00 per day
Training for Synergy Optional Module Synergy Online Assessment	\$1,000.00 per day
Training for Synergy Optional Module PK-12 Student Special Education	\$1,000.00 per day
Training for Synergy Optional Module Synergy Technology (ST) & SIS Application Source Code	\$1,000.00 per day
Training for Synergy Optional Module SchoolPay Online Payment / THIRD PARTY SYSTEM	\$1,000.00 per day
Training for creation of custom reports SIREN (Duration 1/2 day)	\$500.00



**INTERGOVERNMENTAL SERVICE
AGREEMENT
EXHIBIT A – SCOPE OF SERVICES
Student Information System (Edupoint)**

IGSA Number ADED15-11

Training for creation of School Board Report Cards (Duration 2 days)	\$2,000.00
Training for creation of Dashboard Widgets (Duration 1/2 day)	\$500.00
Training for Synergy Customization (Duration 2 days)	\$2,000.00
Training for Advanced Mail Merge (Duration 1 day)	\$1,000.00
Training for use of Advanced Query (Duration 1/2 day)	\$500.00
Implementation of Synergy Optional Modules	
Implementation Synergy Optional Module On-line Enrollment for Parents	\$1,000.00 per day
Implementation Synergy Optional Module LessonVUE Curriculum Management	\$1,000.00 per day
Implementation Synergy Optional Module Synergy Online Assessment	\$1,000.00 per day
Implementation Synergy Optional Module PK-12 Student Special Education	\$1,000.00 per day
Implementation Synergy Optional Module Synergy Technology (ST) & SIS Application Source Code	\$1,000.00 per day
Implementation Synergy Optional Module SchoolPay Online Payment / THIRD PARTY SYSTEM setup	\$750.00 (\$300.00 annual renewal)
Data Conversion for Additional Year(s)	
Data Conversion	\$1.50 per student per year
Consulting	
Consulting services	\$1,000.00 per day
Customization	
Customization services	\$1,000.00 per day
User Conference Plans	
Copper: Licensee may send one (1) representative to attend Synergy's Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.	\$1,750.00
Bronze: Licensee may send two (2) representatives to attend Synergy's Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.	\$3,500.00
Silver: Licensee may send three (3) representatives to attend Synergy's User's Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.	\$5,250.00
Gold: Licensee may send four (4) representatives to attend Synergy's Users' Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint.	\$7,000.00
Annual Renewal Fees	
Software Synergy Core Modules Annual Renewal (License and Support) - Self-Hosted (No SaaS Fee)	\$5.00 per student
Software License Synergy Optional Module On-line Enrollment for Parents Annual Renewal	\$0.50 per student



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT A – SCOPE OF SERVICES
Student Information System (Edupoint)

IGSA Number ADED15-11

Software License Synergy Optional Module LessonVUE Curriculum Management Annual Renewal	\$0.50 per student
Software License Synergy Optional Module Synergy Online Assessment Annual Renewal	\$0.50 per student
Software License Synergy Optional Module PK-12 Student Special Education Annual Renewal	\$8.00 per student
Synergy Optional Module SchoolPay Online Payment / THIRD PARTY SYSTEM	\$300.00
Transaction Fees	
Synergy Optional Module SchoolPay Online Payment / THIRD PARTY SYSTEM	
Transaction fees for credit cards (2.99% +\$.30) and electronic checks (.75% + \$.50)	

7. Technical Contact

Technical Contact: Linda Harris
Telephone: (602) 542-3071
Email: Linda.Harris@azed.gov



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT B – SCOPE OF SERVICES
Learning Management System (BlackBoard)

IGSA Number ADED15-11

NOTE: This Exhibit is effective only for LEAs that have elected to opt-in to the Learning Management System being supplied by BlackBoard pursuant to ADE Contract No. ADED14-069171.

- 1. Description of System:** ADE has procured a Learning Management System product from BlackBoard, as described more completely by the underlying contract documents in ADE Contract No. ADED14-069171. The Learning Management System comprises the following:

Blackboard is available for use in two settings: (1) LEA professional learning activities and (2) LEA K-12 student learning.

1. **For LEA Professional Learning:** Each user receives access to (a) Blackboard Learn for online or blended courses and (b) Professional Learning and Management System (PLMS) to manage registration and tracking of professional learning.
2. **For LEA K-12 Student Learning:** Each user receives access to Blackboard Learn for online or blended courses.

Interactive Presentation Tools: In each setting above, the LEA has the option to provide Blackboard Collaborate, a suite of interactive presentation tools, for all or some of the facilitators.

- A. LEA Professional Learning and K-12 Student Learning (*Blackboard Learn*) includes the following features and functions:**

- Manage permission-based access to content.
- Securely store instructional resources.
- Tag content for easy retrieval.
- Manage LEA's course catalog for K-12 courses.
- Import existing Moodle courses in Common Cartridge format.
- Design, create, and manage new online courses.
- Create and manage, and use templates to create courses.
- Create or import assessments into a course.
- Allow administrators to assign courses to users.
- Select which events signal course completion.
- Administer course surveys and evaluations.
- Support collaboration of instructors.
- Provide discussion forums and thread for learners.
- Provide internal email-like support within the LMS system and email to external accounts.
- Support and capture instant message and voice chats. (With Collaborate only)
- Use virtual whiteboards for instruction. (With Collaborate only)
- Provide webinars (webcasting). (With Collaborate only)
- Create groups of users internal or external to a course-instructor selected or learner self-enrolled
- Include video streaming in courses.
- Manage wait lists (for PD using PLMS)
- Provide scoring during and upon completion of courses.
- Provide announcements.
- Archive courses and sections.



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT B – SCOPE OF SERVICES
Learning Management System (BlackBoard)

IGSA Number ADED15-11

- Merge courses.
- View reports on professional learning activities.
- View extensive online self-training library.

B. LEA Professional Learning Additional Features (*Professional Learning Management System - PLMS*) includes:

- Manage LEA's course catalog for Professional Learning courses.
- Allow for browsing of courses.
- Allow users to register and manage their own course registrations.
- Allow administrators to assign courses to users.
- Manage registration of face to face events.

C. Interactive Presentation Tools (*Blackboard Collaborate*) includes the following features:

- Use instant messaging features.
- Create group chats and video calling.
- Create a virtual office.
- Use virtual whiteboards.
- Share applications online.
- Schedule online, interactive presentations and meetings.
- View extensive online self-training library.



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT B – SCOPE OF SERVICES
Learning Management System (BlackBoard)

IGSA Number ADED15-11

2. Election of Modules: LEA has analyzed the services that are being offered and elected to opt-in to the following modules of the Learning Management System pursuant to the specific terms and conditions set forth in this Exhibit: [included here are a list of the various components of the System with checkboxes for the LEA to make selections of various]:

- Professional Learning Facilitator License.
- Optional Blackboard Collaboration License (per Facilitator).

Professional Learning Participant (Educator) License.

- K-12 Learning Facilitator License.
- Optional Blackboard Collaboration License (per Facilitator).

K-12 Learner (Student) License.

SIS Integration: LEAs may integrate Blackboard LMS with their SIS for improved management of student rosters.

3. Scope of Services:

A. The services included in the implementation of a LMS installation and initial roll-out are:

- Project coordination
- Validate LEA hardware and software readiness
- Gather the information needed to set up the system (using a questionnaire and follow- up discussions)
- Create a domain/website for the LEA
- Assign the roles
- Create educator single sign-on (ADE Connect)
- Import users (educators and/or students) if the data is already being sent to ADE in AZEDS compliant format. NOTE: If LEA wants to bring in the data from their SIS, Blackboard will do that for an additional fee
- Provide System Administrator training on how to administer system (classes, users, content, configurations). NOTE: Content is adapted to experience level of the LEA system administrator.
- Build training plan and provide Educator training (typically Train the Trainer).
 - Creating courses
 - Enrolling users in courses
 - Managing courses
- Product Support
 - Email
 - Phone



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT B – SCOPE OF SERVICES
Learning Management System (BlackBoard)

IGSA Number ADED15-11

B. Additional Services Available include the following:

Training at an ADE designated facility, via online instruction and via webinar for the following:

- Application training
- Train the trainer

SIS Integration: integration of Blackboard with their SIS for improved management of student rosters.

C. LEA Responsibilities:

Assign LEA resources and allocate time as defined in Implementation plan to achieve schedules.

Ensure required resources attend implementation project kick off meeting.

Complete System Setup Survey as scheduled.

Supply all current system documents and materials required to setup and configure LMS system.

Assign a system administrator for the LEA.

Provide high-speed Internet and network connectivity.

Ensure LEA firewalls are set to allow for the product.

Provide educator access through ADE Connect for PLMS.

Supply electronic lists of all participating educators, with their permission levels.

Designate LEA educators to receive Train-the-Trainer introduction to the product; provide all needed Teacher training to LEA educators.

Convert their own Moodle courses.

Create new face-to-face or online learning activities in the system as needed.

Test user logins to ensure users in each role have appropriate access.

Conduct system readiness test in accordance with schedule.

D. ADE Responsibilities:

Vendor and Contract Management

Create the master schedule for implementation

Validate LEA hardware and software readiness

Gather the information needed to set up the system (using a questionnaire and follow-up discussions)

Create a domain/website for the LEA

Assign the roles

Create educator single sign-on (ADE Connect)

Import users (educators and/or students) if the data is already being sent to ADE in AZEDS compliant format.

NOTE: If LEA wants to bring in the data from their SIS, Blackboard will do that for an additional fee.

Provide System Administrator training on how to administer system (classes, users, content, configurations).

NOTE: Content is adapted to experience level of the LEA system administrator.

Build training plan and provide Educator training (typically Train the Trainer)

 Creating courses

 Enrolling users in courses

 Managing courses

Provide Tier 1 and Tier 2 Support; act as conduit to Bb Tier 3 support (See SLA.)

Provide high-level system administration



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT B – SCOPE OF SERVICES
Learning Management System (BlackBoard)

IGSA Number ADED15-11

4. Cost:

Professional Learning Facilitator License (per Facilitator)	\$18.69
Optional Blackboard Collaboration license (per Facilitator)	\$10.00
Professional Learning Participant License (per Educator)	\$18.69
K-12 Learning Facilitator License (per Facilitator)	\$14.19
Optional Blackboard Collaboration license (per Facilitator)	\$10.00
K-12 Learning Participant License (per Student)	\$18.69
Training for LMS Application (2 consecutive days) * Mandatory	\$2,000.00
Integration Services (with Student Information System)	\$14,000.00
Gradebook Extract Fee	\$10,000.00

5. Technical Contact:

Technical Contact:
Telephone:
Email:



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT C – SCOPE OF SERVICES
Content Management System (ADE)

IGSA Number ADED15-11

NOTE: This Exhibit is effective only for LEAs that have elected to opt-in to the Content Management System being supplied by ADE.

1. Description of System: ADE has developed a Content Management System product comprising [define components and/or modules of the System in general terms; if multiple components are available that can be purchased separately].

2. Election of Modules: LEA has analyzed the services that are being offered and elected to opt-in to the following modules of the Content Management System pursuant to the specific terms and conditions set forth in this Exhibit:

[include here a list of the various components of the System with checkboxes for the LEA to make selections of various

3. Scope of Services:

4. LEA Responsibilities:

5. ADE Responsibilities:

6. Cost:



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT D – SCOPE OF SERVICES
Observation and Evaluation System

IGSA Number ADED15-11

NOTE: This Exhibit is effective only for LEAs that have elected to opt-in to the Observation and Evaluation System.

- 1. Description of System:** ADE has procured an Observation and Evaluation System product from _____, as described more completely by the underlying contract documents in ADE Contract No. _____. The Observation and Evaluation System comprises [define components and/or modules of the System in general terms; if multiple components are available that can be purchased separately].
- 2. Election of Modules:** LEA has analyzed the services that are being offered and elected to opt-in to the following modules of the Observation and Evaluation System pursuant to the specific terms and conditions set forth in this Exhibit:

[include here a list of the various components of the System with checkboxes for the LEA to make selections of various

- 3. Scope of Services:**
- 4. LEA Responsibilities:**
- 5. ADE Responsibilities:**
- 6. Cost:**



**INTERGOVERNMENTAL SERVICE
AGREEMENT**
EXHIBIT E – SCOPE OF SERVICES
Assessment System

IGSA Number ADED15-11

NOTE: This Exhibit is effective only for LEAs that have elected to opt-in to the Assessment System.

1. **Description of System:** ADE has procured a Assessment System product from _____, as described more completely by the underlying contract documents in ADE Contract No. _____. The Assessment System comprises [define components and/or modules of the System in general terms; if multiple components are available that can be purchased separately].

2. **Election of Modules:** LEA has analyzed the services that are being offered and elected to opt-in to the following modules of the Assessment System pursuant to the specific terms and conditions set forth in this Exhibit:

[include here a list of the various components of the System with checkboxes for the LEA to make selections of various

3. **Scope of Services:**

4. **LEA Responsibilities:**

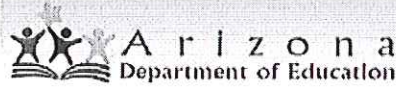
5. **ADE Responsibilities:**

6. **Cost:**



**INTERGOVERNMENTAL
SERVICE AGREEMENT
EXHIBIT F – PRICE SHEET**

IGSA Number ADED15-11



1935 W. Jefferson Street
Phoenix, AZ 85007

TO: Tucson Unified School District
1918 E. 14th St.
Tucson, AZ 85719
Attn: Rik Hahn

QUOTE NUMBER: 150201601-R
Inquiry Date: Oct 31, 2014
Terms: Net 30
Account Payable Path: 6k
Valid until: 09-Jun-15

QUANTITY	DESCRIPTION	UNIT PRICE	Amount
6678	NEW Synergy Implementation (self Hosted by LEA)/Subscription License	\$ 10.00	467,950.00
	Software License Synergy Core Modules Includes: Student Demographic, Enrollment/Registration, Concurrent Enrollment, Withdrawals, Attendance, Discipline, Health, Bell Schedules, Bus Schedules, Transportation, Student Fees, Programs, CTE, Free, Summer School, Testing & Assessment, Course maintenance, Course Request, Grading, Transcripts, Graduation planner, Guidance, General Reporting, Query, Web 2.0 Applications, Master Schedule Builder, Teacher/UC, Parent/Student/UC, AZ State Reporting		Included
	Database/Data Installation		Included
	Data conversion (current year + 2 additional years)		Included
	Mastered Product Setup and Configuration		Included
	Training - Core Modules Application training		Included
	Product Support (5 designated representatives)		Included
	1 Production environment and 1 Test Environment		Included
	Project coordination Management		Included
	Synergy Optional Modules License Fee		
16725	Software License Synergy Optional Module Online Enrollment for Parents	0.50	23,377.50
1	Services required - implementation and training	1,000.00	1,000.00
8300	Software License Synergy Optional Module PK-12 Student Special Education	8.00	44,000.00
14	Services required - implementation and training	1,000.00	14,000.00
26785	Synergy Technical (ST) Application (\$30 per student/minimum \$30,000)		30,000.00
10	Services required - implementation and training	1,000.00	10,000.00
	Additional Services		
	Integration with Third party Applications		
20	Integration with Third party Applications to be identified by TUSD.	600.00	12,000.00
	Training		
23	Application Training (core modules/per day)	1,000.00	23,000.00
	Consulting		
65	Prints/Best Process FR Analysis (map existing processes to Synergy)	1,000.00	65,000.00
	Customization		
	**Note - Designation of reports/applications (if the letter and information Tracking effort is not included in this Quote, TUSD will need to provide detailed requirements for each report down to field level in order for ADE to provide an accurate estimate. An ADE consulting engagement in which ADE would gather requirements is available at \$1000.00 per day.		**See Note
	Other Conference Plans		
1	Gold: Licensee may send four (4) representatives to attend Synergy User's Conference with travel (airfare) and lodging (hotel) expenses included.	7,000.00	7,000.00
	Annual Renewal Fees		
	Software Synergy Core Modules Annual Renewal (License, Support) - Self Hosted (no SaaS fee)	5.00	
	Software License Synergy Optional Module Online Enrollment for Parents Annual Renewal	0.50	
	Software License Synergy Optional Module PK-12 Student Special Education Annual Renewal	8.00	
	Synergy Technical (ST) Application (\$30 per student/ minimum \$30,000)	30,000.00	
	SUBTOTAL		727,317.50
	SALES TAX		0.00
	TOTAL		727,317.50

ASK ALL QUESTIONS TO:



**INTERGOVERNMENTAL
SERVICE AGREEMENT
EXHIBIT F – PRICE SHEET**

IGSA Number ADED15-11

TUSD

FY1415: Purchase Product. Begin Implementation. Begin Training
 FY1516: Finish Implementation. Continue Training. Begin use of specific functionality.
 FY1617: Finish Training. Begin use of full functionality.
 FY1718: Continuing operation (should be the same for subsequent years)

This breakdown includes only costs (payable to ADE) incurred under the SSIS IGSA

Fiscal Year breakdown	Item	FY1415	FY1516	FY1617	FY1718	FY1819
100%	Synergy Core License (First Year)	\$168,929.95	\$0.00	\$0.00	\$0.00	\$0.00
N/A	Synergy Core License (Renewal, Includes Release Training and Support)	\$0.00	\$233,975.00	\$233,975.00	\$233,975.00	\$233,975.00
50/50	Synergy Core Implementation	\$116,987.50	\$116,987.50	\$0.00	\$0.00	\$0.00
25/75	Synergy Core Training	\$16,261.27	\$48,783.79	\$0.00	\$0.00	\$0.00
100%	ST License (Annual)	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
50/50	ST Implementation (includes Training)	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00
100%	Special Ed Module License (Annual)	\$64,000.00	\$64,000.00	\$64,000.00	\$64,000.00	\$64,000.00
50/50	Special Ed Module Implementation (includes Training)	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00
100%	Online Enrollment License (Annual)	\$23,397.50	\$23,397.50	\$23,397.50	\$23,397.50	\$23,397.50
50/50	Online Enrollment Implementation (includes Training)	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00
50/50	Integration with Third party Applications	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00
25/75	Additional Application Training - Core modules (33 days @ \$1000)	\$8,250.00	\$24,750.00	\$0.00	\$0.00	\$0.00
50/50	Consulting services (65 days @ \$1000 per day)	\$32,500.00	\$32,500.00	\$0.00	\$0.00	\$0.00
N/A	User Conference Plans	\$0.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	Totals	\$478,826.22	\$599,893.79	\$358,372.50	\$358,372.50	\$358,372.50

100%	Annual Licenses 100% up front
50/50	Services billed 50% in FY1415, 50% in FY1516
25/75	Training 25% in FY1415, 75% in FY1516

Notes:

All FY1415 Costs are payable at time of purchase. Not to exceed \$478,826.22

FY1516 through FY1819 are anticipated costs. Actual costs will be determined at the time of annual contract renewal pursuant to IGSA No: ADED15-11 Section 2 "Term of Agreement"

FY1516 Services and Training costs will be billed at start of fiscal year based on project plan. Some Service/Implementation costs may not be billed until July of FY1617.

Annual License fees (~\$358,372.50) will be billed on annual renewal date (February)

All renewal license amounts are approximations because they are based on student counts which will change



**INTERGOVERNMENTAL
SERVICE AGREEMENT
EXHIBIT F – PRICE SHEET**

IGSA Number ADED15-11

602-364-2345
AELAS@alaska.gov

**Student Counts based off FY14 100th day ADM report

To start the contract process, please sign this quote and send back to the Outreach team.

Signature: G. Scott Year Date: 1/30/15
Jarela Stolt



INTERGOVERNMENTAL SERVICE AGREEMENT
EXHIBIT G – SOFTWARE SUPPORT SERVICES

IGSA Number ADED15-11

1.0 Reference to Agreement

This Exhibit is subject to and incorporates all of the provisions stated in the ADE Software License Agreement, between ADE and Licensee as of the Effective Date.

2.0 Fees

During the Initial Term, ADE shall provide Licensee with Software Support Services according to the fees described in Exhibit A. Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Software Support Services. ADE shall provide Licensee six months' notice of any proposed increase in the then applicable fee. ADE and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust services fees according to the then current services fees for the licensed ADE Products.

3.0 Software Support Services

ADE provides software updates and support services for the current version and the immediately prior version only.

3.1 Support call workflow will be as follows:

- 3.1.a LEA reports an issue
- 3.1.b LEA calls ADE Helpdesk
- 3.1.c Issue logged in ADE Support Tracking System
- 3.1.d ADE Resolves? – YES - ADE reports resolution back to LEA – Ticket Closed
- 3.1.e ADE Resolves? – NO - ADE calls Vendor on behalf of LEA, submits ticket to Vendor Helpdesk - Vendor Resolves? – YES - ADE reports resolution back to LEA – Ticket Closed **OR** ADE Resolves? – NO - ADE calls Vendor on behalf of LEA submits ticket to Vendor Helpdesk - Vendor Resolves? – NO - Ticket tracked and reported monthly until resolution.

3.2

3.6 Basic Maintenance and Support Plan

3.6.a Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by ADE.
- Enhancements which improve the usability of existing software modules, as these are defined and released by ADE.
- New software modules representing new functionality, unless ADE establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the ADE Products and other Licensee software application systems so long as ADE provided such interfaces to the Licensee and the Licensee has not altered such interfaces.
- For Licensee purchasing Synergy Technology maintenance, the application source code will be refreshed at the time of publication of a Continuous Enhancement (CE) or annual release.

3.6.b Support Services Includes:

- ADE Staff will be available to answer questions and resolve issues between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. ADE will also provide e-mail support,



INTERGOVERNMENTAL SERVICE AGREEMENT
EXHIBIT G – SOFTWARE SUPPORT SERVICES

IGSA Number ADED15-11

which includes a response within 4 hours for non-outage issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

- The following days are recognized as ADE holidays. The ADE’s support function will not be staffed on these days:

New Year’s Day	Independence Day	Day after Thanksgiving
Presidents’ Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Christmas Week

3.7 Premium User Conference Plans

3.7.b Support cost is included in the subscription cost.

3.7.c ADE will provide the LEA(s) with the following conference plan options: Copper, Bronze, Silver and Gold which will include:

- 3.7.c.1 **Copper:** Licensee may send one (1) representative to attend ADE’s Users’ Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint at a cost of \$1750.00.
- 3.7.c.2 **Bronze:** Licensee may send two (2) representatives to attend ADE’s Users’ Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint at a cost of \$3,500.00.
- 3.7.c.3 **Silver:** Licensee may send three (3) representatives to attend ADE’s User’s Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint at a cost of \$5,250.00 .
- 3.7.c.4 **Gold:** Licensee may send four (4) representatives to attend ADE’s Users’ Conference with travel (airfare) and lodging (hotel) expenses paid by ADE and scheduled by Edupoint at a cost of \$7,000.00.

Note on section 3.9 Arizona specific user conference

Major Outage

5.1 Definition of a Major Outage

A “Major Outage” is defined as one of the following: (i) a complete failure of the ADE Products that results in the inability by Licensee to use the ADE Products, (ii) the loss, corruption or unintended migration of Licensee Content related to ADE Products, (iii) the loss of an ADE Products function that supports an urgent business process (i.e. report card issuance), or (iv) an ADE Products interface failure that results in the inability by the Licensee to use the ADE Products.

5.2 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage (Severity 1 & 2) has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. ADE will work diligently to solve all Licensee problems; however, ADE cannot provide any guarantee as to when a Major Outage will be resolved.



INTERGOVERNMENTAL SERVICE AGREEMENT
EXHIBIT G – SOFTWARE SUPPORT SERVICES

IGSA Number ADED15-11

Severity	Definitions
Critical Severity 1	<p>Critical production issue that severely impacts your use of the service. The situation halts your business operations and no procedural workaround exists.</p> <ul style="list-style-type: none"> • Service is down or unavailable. • Data corrupted or lost and must restore from backup. • A critical documented feature / function is not available. <p>Severity 1 issues require the customer to have dedicated resources available to work on the issue on an ongoing basis with ADE</p>
Major Severity 2	<p>Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of your business operations and no reasonable workaround exists.</p> <ul style="list-style-type: none"> • Service is operational but highly degraded performance to the point of major impact on usage. • Important features of the Software as a Service offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
Minor Severity 3	<p>There is a partial, non-critical loss of use of the service with a medium-to-low impact on LEA, but your LEA continues to function. Short-term workaround is available, but not scalable.</p>
Cosmetic Severity 4	<p>Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available</p>

5.3 Response Time for a Major Outage

- 5.3.a E-support response time – within two (2) hours.
- 5.3.b Phone support – within one (1) hour.

6.0 Non-Major Outage

6.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage (Severity 3 & 4) is resolved. ADE will work diligently to solve all Licensee problems; however, ADE cannot provide any guarantee as to when a Non-Major Outage will be resolved.

6.2 Response Time for a Non-Major Outage

- 6.2.a E-support response time – within two (2) business days.
- 6.2.b Phone support – within one (1) business day.

7.0 Modifications Excluded

ADE shall not be obligated to provide support or maintenance services pursuant to this Agreement with respect to any modifications to the ADE Products made by Licensee or to any Licensee sponsored computer program incorporating all or any part of the ADE Products.

8.0 Access to Data and Computer

On request, Licensee agrees to provide ADE with printouts of the ADE Products or of data in storage that shows evidence of a programming error. Licensee further agrees to provide ADE with access to the Application Hosting Site and further agrees to provide sufficient computer time to enable ADE to duplicate the problem, determine that it results from the ADE Products and, after corrective action or replacement has taken place, and determine that the problem has been alleviated.