

## Comments and Questions for February 23<sup>rd</sup> meeting

Board member comment:

I also have some general comments about the contract terms.

I would ask that David and Gloria address the following issues during their presentation:

A. What other systems did they review, how did they differ and why was this system selected?

B. Was there a review of Docufide's security and confidentiality protocols?

C. I would think that the number of transcripts requested would increase due to the ease of ordering them, and it appears that the secretary of college records will have to approve the requests before the transcripts are sent. Is this going to create a bottleneck in the process?

**\*\* Based on our experience in hundreds of schools the workflow associated with Secure Transcript is significantly more efficient than the existing paper-based one. The secretary plays an important role to insure that the correct transcript is provided and also confirms that the school wishes to release the record for the requesting student. Importantly, it should be noted that if a student orders several transcripts to be sent to colleges (3-7 is quite typical) the secretary first confirms that there are no restrictions in place for this student and then retrieves and "prints" on copy of the transcript – Docufide automatically does all of the rest.**

D. Has there been a discussion with the district's tech personnel concerning the compatibility of the Docufide Software with the district's systems? Will the system communicate with both PC and Mac machines, and will this be required? How will Docufide gain access to our system to retrieve the required records, and how will this access affect our systems' operations and security protocols?

→ Docufide requires a PDF formatted transcript file. Docufide programs an import and conversion routine on their end. We already store transcript records in PDF format. If we go to another SIS system Docufide may need to reprogram their conversion routine based on the new SIS's transcript format.

**\*\* Docufide does not require a PDF formatted transcript. Your staff simply "prints" a copy of the school's current transcript to Docufide instead of their normal printer. Docufide automatically, and non-intrusively, captures all the information that was being sent to the printer. This formatted information (PCL - Printer Control Language) is uploaded to a central server where it is converted to XML and stored. Therefore, no re-formatting will be required from you.**

Further in light of our present search for a new student information system (as SASI is no longer being supported), do we know that Docufide will be compatible with our replacement system? Docufide

→ If a PDF file of a transcript can be created then Docufide will be able to interface with it.

In short, has the tech staff made the determination that this will work with our systems, and the new student information systems, whatever they may be, when they come on line?

\*\* Docufide has installed its Secure Transcript service in many, many schools that use SASI. The same non-intrusive technology has also been implemented with approximately 50 other types of Student Information Systems. This includes Power School which is the SIS that Pearson wants districts to use as a replacement for SASI.

There are also some significant contract issues, as follows:

1. Installation and Test section:

- a. It appears that we are signing a contract which is not contingent upon our determining that the system is compatible with our system.

\*\* Again, Docufide has installed its Secure Transcript service in many, many schools that use SASI. The same non-intrusive technology has also been implemented with approximately 50 other types of Student Information Systems. This includes Power School which is the SIS that Pearson wants districts to use as a replacement for SASI.

b. They have to process our test transcripts, “(Which, depending on our backlog, can take us a few weeks)” We need a commitment on when they would have the information input and when they would be ready to go.

\*\* The average new school district is setup in 3-5 weeks.

c. How and when will they update their files for new test results and grades, and what is the time for them to input and be able to provide that updated information as part of the transcripts? We also need a time commitment for their inputting of that information, since it is crucial in providing updated transcript information.

\*\* Transcripts are typically uploaded as requested. This assures that the most current transcript is being uploaded.

2. Terms and Conditions paragraph 2.E.: I think we also need an undertaking that they won't disseminate data obtained from the school to any third party or otherwise use the data except for the purposes intended under this Agreement. (There is no undertaking with regard to the data.)

\*\* Please note with nearly a thousand high schools, in twenty states, operating under the terms and conditions of this standard Agreement it is not practical for us to offer unique or special terms and conditions to each school district.

Paragraph 8. Confidential Information provides the desired controls on the use of data requested.

3. Paragraph 2.F.: Note the last portion of paragraph 2.F. I think we need the input of our tech staff into this, in light of our current search for a new student information system.

**\*\* As stated in Paragraph 2F and in Schedule 1, there is a one-time charge of \$250 that will occur when a school switches to a new SIS and; therefore, changes your Docufide Transcript Report.**

4. Paragraph 3.A.: This Agreement says Docufide has the right to change the fee schedule to increase or decrease the fees upon 30 days' notice. This is unacceptable unless we have the right to terminate the Agreement upon their making any changes. Without that, they can, unilaterally, increase fees to anything they want and we can't do anything about it.

**\*\*At any time the district can stop using our services.**

5. Paragraph 3.C.: Do we want additional fee waivers, or is the district going to pick up that extra cost?

6. Paragraph 3.D.: This allows solicitations of our students without our express approval. To avoid our families being subjected to these solicitations, we have to have the right, in our sole discretion, to approve or disapprove any solicitations they want to make.

**\*\* Docufide does not send solicitations to students or parents. Again, if the district/school disapproves of any activities undertaken by Docufide it can simply stop using the Service.**

7. Paragraph 4.B.: It appears that this Agreement does not provide for us to use Docufide exclusively. We should confirm that.

**\*\*In Section 2.E., our agreement states that you "will not enter into any other agreement or otherwise engage any non-governmental third party to deliver student transcripts." This means that while you are not permitted to work with another vendor (while working with Docufide), you are permitted to join any state-wide initiatives (should one become available).**

8. Paragraph 5: I believe 3 years is too long for a first term. I think it should be one year, and then have automatic one-year renewals.

**\*\*The longer term is designed to reduce the need for frequent administrative and legal overview. Additionally, the service may be dropped at anytime.**

9. Paragraph 8: This Agreement is deemed confidential under this paragraph. We must provide for disclosure as required under law, since it will be subject to an FOI request.

**\*\*If an FOI request is made, you are free to disclose information regarding this agreement. In Section 8, it states: "Information shall not be deemed Confidential Information if it is (i) generally available to the public"**

10. Paragraph 9:

a. This Agreement calls for California law, with the venue for any action being in Los Angeles County. I don't know how our rights are different due to California law, but we should get an opinion on that. Also, understand that any litigation would have to be fought in Los Angeles.

- b. Please delete notification by e-mail. It is too fleeting, is easily erased or overlooked, and is hard to document on an evidentiary basis.

**\*\*Due to many of our customers taking long breaks during the Summer and again around the holiday season, email communication may be the fastest way to provide pertinent information.\*\***