



MEETING DATE: May 12,2026

DISCUSSION/ACTION: 7.5

SUBJECT: Ratification of Agreement with San Diego County Superintendent of Schools for Red Herring Phishing Simulation Services

BACKGROUND:

Administration requests Board ratification of the agreement with the San Diego County Superintendent of Schools for participation in the Red Herring phishing simulation and cybersecurity awareness program. The agreement provides cybersecurity training and phishing simulation services designed to increase staff awareness of phishing attempts, internet safety practices, and cybersecurity threats. The agreement also includes managed services support, quarterly phishing campaigns, reporting, and annual analytics related to employee cybersecurity awareness.

FISCAL IMPACT:

There is no fiscal impact associated with this agreement. The managed services component is provided at no cost to San Diego County public school districts with fewer than 2,000 students through June 30, 2027.

RECOMMENDATIONS:

Administration recommends that the Board ratify the agreement with the San Diego County Superintendent of Schools for Red Herring phishing simulation and cybersecurity awareness services.

RED HERRING AGREEMENT

This Agreement, for Phishing Simulation Services, is entered into this 22nd day of April 2026, by and between the Vallecitos School District (hereinafter referred to as "District") and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County") who agrees to provide the following services to the District:

WHEREAS cybersecurity, which includes, but is not limited to, the secure installation of systems and networks, the protection of unauthorized access to data, and other safe internet practices, is an integral part to the operations of every school district in today's modern, data-driven environment;

WHEREAS October is Cybersecurity Awareness Month, allowing an opportunity for employees at school districts to become aware of safe internet practices and implement them in their daily work routine;

WHEREAS without sufficient training on the common vulnerabilities of weak passwords and pernicious phishing messages, employees can fall prey to the aforementioned tactics, jeopardizing their district's internet connections and networks to unauthorized users, malware, and other viruses;

WHEREAS the County Office of Education has created a software that sends fake phishing emails to employees in order to help train them to safely recognize and appropriately respond to emails of this kind;

WHEREAS local school districts could also benefit from, and have shown interest in, utilizing this software;

NOW THEREFORE, the District and County hereby agree as follows:

1) **Scope of Work.**

County will allow District to use Phishing Simulation software called Red Herring that is created by County for the sole purpose of Cybersecurity awareness activities. In addition to the simulation software County will include Red Herring as a Managed Service, as further outlined in Addendum A to this agreement. The County will create an administrator account for District to perform the phishing simulation. District is not permitted to use this application for any activity other than awareness program within the District network. District is not permitted to use this software to send email to individuals and/or organizations outside the district domain. Information gathered by the software is intended for District administrators only and is to be used to improve employee awareness. Any email template or landing page that is marked as public by the District will be available for all individuals and organizations that have access to the system. Prior to using this application, the administrator should get a written approval from the superintendent of the District. County will activate the software when the written approval is received from the superintendent of the District, or their designee. County has a super admin account for the purpose of creating an admin account for District. The super admin user does not have access to view District data. However, since all the information from District is stored in a local database, County database manager will have access to view District data.

2) Compensation and Reimbursement.

There will be no exchange of funds for the performance of these services.

The managed service component outlined in Addendum A is complimentary for San Diego County public school districts with fewer than 2,000 actively enrolled students. This complementary service will be provided until June 30, 2027.

3) Term of Agreement.

This Agreement shall be effective from the period commencing upon 04/19/2026, and ending 04/18/2027, unless sooner terminated by as provided in the section of the Agreement entitled "Termination."

4) Renewal.

This Agreement shall automatically renew for successive one-year periods, on the same terms and conditions, unless earlier terminated as provided for herein.

5) Termination.

This Agreement may be terminated with or without cause by County or District. Termination without cause shall be effective only upon delivery of 30-day written notice to other party. During said 30-day period County shall not revoke license. Upon termination of this agreement, County shall download and store District data for a period of 30 days during which District may reclaim all stored data. Upon the expiration of 30 days all data may be deleted.

6) Confidential Relationship.

District may from time to time communicate to County certain information to enable County to effectively improve the product. County shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the District. County shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the intended upgrade or bug fixes. The foregoing obligation of this Paragraph 6, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of County, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of County without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to County by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

County shall not disclose any reports, recommendations, conclusions, or other results without the prior written consent of the District. In its performance hereunder, County shall comply with all legal obligations it may now or hereafter have respected the information or other property of any other person, firm or corporation.

7) Ownership of Documents.

All final stored information within the database is the property of District and shall be delivered to District by County upon demand (hereafter, "Deliverables"). County shall own its working papers and any engagement documentation. County also shall own its consultant-related general skills, know-how,

expertise, ideas, concepts, methods, techniques, processes, software, materials, or other intellectual property which may have been discovered, created, received, developed, or derived by County either prior to or as a result of providing services under the Agreement, so long as County acquires such information without any unauthorized use or disclosure of confidential information of the District.

8) No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted. Any assignment or subcontracting in violation of this provision shall be void.

9) Audit.

County agrees to maintain and preserve, until three (3) years after termination of the Agreement with the District and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent records related to this Agreement.

10) Assumption of Risk.

District expressly acknowledges that it hereby assumes any and all risks associated with the use of the phishing simulation software and accepts such terms and conditions. The County shall have no liability to District or any third party for any liability, problem, loss, or damage resulting from their use or attempted use of the simulation software.

11) Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement. County is acting as an independent contractor and not as an officer, agent, or employee of the District.

12) Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for personal injury (including death) or damages to property arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students, or agents.

13) Notices.

All notices hereunder shall be in writing and sent to the following address:

To County: Contracts Office, Room 501
6401 Linda Vista Road, San Diego, CA 92111
Email: contracts@sdcoe.net

With a copy to: Leonard LeVine
Executive Director, Cybersecurity and Digital Privacy
Integrated Technology Services
6401 Linda Vista Road, San Diego, CA 92111
Email: leonard.levine@sdcoe.net

To District: Meliton Sanchez, Superintendent/CBO
Vallecitos School District
5211 Fifth Street, Fallbrook, CA 92028
Email: msanchez@vallecitosd.net

14) Governing Law/Venue.

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.

15) Compliance with Law.

The County 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.

16) Final Approval.

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

17) 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 provisions 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

VALLECITOS SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

ADDENDUM A
Managed Service Addendum

This Addendum is an extension of the Agreement regarding the use of the Red Herring phishing simulation services. County and District hereby agree to extend the Agreement to include Red Herring as a Managed Service, with the following terms and conditions:

1. Managed Service

- County will execute up to four (4) quarterly Red Herring campaigns per year, targeting staff members as outlined in the existing Agreement.
- County will furnish four (4) quarterly accompanying reports with a general overview of the campaigns per year. These reports will include relevant campaign data and insights.
- County will furnish one (1) annual report summarizing the campaigns and providing analytics on employee phishing awareness and knowledge checks conducted throughout the year.
- District agrees to provide County with access to the directory service, which may include Active Directory, Azure AD, Google Workspace, or any other specified service, to synchronize user accounts with the Red Herring platform.
- District agrees to allow County to perform the user account synchronization service on its behalf. This service will ensure that Red Herring has up-to-date user account information.
- District will coordinate with County when reports generated by Red Herring indicate a need for staff members to change their passwords. This collaboration aims to enhance security and protect against potential threats.

2. Cost for Managed Service

District acknowledges that the complementary nature of this Managed Service is contingent upon the underlying Red Herring contract remaining in effect until June 30, 2027. If the Red Herring contract is terminated before the specified date, this complimentary service shall be terminated concurrently. In such a case, County may provide reasonable notice to District regarding the termination of the Managed Service.