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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marcus Battle, Chief Business Officer
Susan Beltz, Chief Technology Officer *SB*

Board Meeting Date June 27, 2018

Subject Ratification of License Agreement for Special Education Information System between San Joaquin County Office of Education and Oakland Unified School District.

Action Requested Ratification of License Agreement for Special Education Information System beginning July 1, 2018 through June 30, 2019 in the amount of \$44,311.50 for 2018-19 between San Joaquin County Office of Education and Oakland Unified School District. The annual fee per the License Agreement for 2018-19 will be revised in accordance with the Fee Schedule if the December 1 SELPA (CASEMIS) count is 10% greater or less than 5847 students.

Background The Programs for Exceptional Children (PEC) and Technology Services departments have successfully used the Special Education Information System (SEIS) and the associated SEIS/SIS Components and Services provided by the San Joaquin County Office of Education since 2014-15



and are using this vendor going forward for the same services as previously provided.

The PEC Department previously identified the need to change from an old two-part special education Student Information System (SIS) to an effective, elegant and comprehensive SIS that is currently used by approximately 90% of the Special Education Local Plan Areas (SELPA) in California. As part of the launch of the SEIS system in 2014-15, PEC and Technology Services identified the need for a two-way data exchange between the Special Education SIS, namely SEIS, and the District's primary SIS, namely Aeries.

Discussion

The SEIS system enables increased effectiveness and efficiency in developing IEPs and managing student data for students participating in special education programs. Teachers use the SEIS online system to complete Individual Education Plans (IEPs) and the PEC office uses the data in SEIS to complete state-mandated reporting, including the twice-yearly CASEMIS report, as well as complete a variety of internal monitoring and reporting tasks.

To avoid redundant data entry and the errors associated with this approach, a two-way data exchange has been implemented between SEIS and Aeries. Student demographic data, such as name, address and other information is entered into Aeries and transferred to SEIS on a nightly basis. Conversely, student program and disability codes are entered into SEIS and transferred to Aeries on a nightly basis. All data is transferred securely using encrypted transmission and system-level access restrictions. The two-way data exchange supports data integrity by keeping information current in both systems. This requirement will prove even more critical going forward, since per the California Department of Education (CDE), the state-mandated CASEMIS data submissions (which rely upon data from SEIS) are due to merge with the state-mandated CALPADS data submissions (which rely upon data from Aeries) within a few years.

The License Agreement for the Special Education Information System includes hosting, maintenance and associated support for both the SEIS system itself and the two-way data exchange between SEIS and Aeries.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Recommendation

Ratification of License Agreement for Special Education Information System beginning July 1, 2018 through June 30, 2019 in the amount of \$44,311.50 for 2018-19 between San Joaquin County Office of Education and Oakland Unified School District. The annual fee per the License Agreement for 2018-19 will be revised in accordance with the Fee Schedule if the December 1 SELPA (CASEMIS) count is 10% greater or less than 5847 students.

Fiscal Impact

\$35,541 for 2018-19 from Funding Resource 9755300106: PEC Special Education ADHP

\$8770.50 for 2018-19 from Funding Resource 9999994701: General Purpose (GP) Software Licensing.

The annual fee per the License Agreement for 2018-19 will be revised in accordance with the Fee Schedule if the December 1 SELPA (CASEMIS) count is 10% greater or less than 5847 students. Any additional costs will also be paid from the aforementioned funding sources.

Attachments

License Agreement for Special Education Information System



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. _____

Department: Technology Services

Vendor Name: San Joaquin County Office of Education (COE)

Contract Term: Start Date: July 1, 2018 End Date: June 30, 2019

Annual Cost: \$ 44,311.50

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

On May 28, 2014, the Oakland Unified School District (OUSD) approved an agreement to begin using the Special Education Information System (SEIS) hosted by the San Joaquin COE. SEIS is an effective, elegant and comprehensive SIS that is currently used by approximately 90% of the Special Education Local Plan Areas (SELPA) in California. As part of the launch of the SEIS system in 2014-15, PEC and Technology Services identified the need for a two-way data exchange between the Special Education SIS, namely SEIS, and the District's primary SIS, namely Aeries. The current License Agreement for the Special Education Information System renews the hosting, maintenance and associated support for both the SEIS system itself and the two-way data exchange between SEIS and Aeries; the data exchange is key to ensuring data integrity between the two systems, thereby enabling more effective internal usage of both Aeries and SEIS as well as accurate state-mandated CASEMIS and CALPADS reporting to the California Department of Education (CDE).

Summarize the services this Vendor will be providing.

The San Joaquin COE will provide hosting, maintenance and support for the SEIS system and the secure two-way data exchange between SEIS and Aeries.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Since the SEIS system is used by approximately 90% of the Special Education Local Plan Areas (SELPA) in California, the system is considered sole source. The overall cost of the SEIS system (\$6.00 per student for the core system, plus \$1.50 per student for the integration services considered herein) compares favorably with other student information systems. For example, the retail price for the Aeries SIS is \$7.50 per student per year (note that OUSD receives a highly-discounted rate of \$2.25 per student per year for Aeries); the Illuminate student information system (SIS), which is a also a leading provider in California K-1 2 education, is listed as \$7 per student per year. It is also worth noting that the vendor is the San Joaquin COE as opposed to a for-profit corporation.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION INFORMATION SYSTEM
LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into this 1st day of July, 2018, by and between the San Joaquin County Office of Education, a county office of education of the State of California, (hereinafter “Provider”) and Oakland Unified School District (hereinafter “Customer”), a special education local plan area of the State of California (collectively hereinafter “Parties”).

INTRODUCTION

WHEREAS, Provider is the creator and owner of a web-based suite of tools, known as the Special Education Information System (hereinafter “SEIS”), for use by special education programs in formulating, updating, tracking, storing and reporting on Pupil Records, including Individualized Education Plans (“IEPs”).

WHEREAS, Customer is interested in contracting with Provider in order to use SEIS in Customer’s region.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. “Administrative Contact” means the individual authorized by Customer to receive and provide information required to administer this Agreement.

1.2. “Adult Pupil” means a Pupil who has reached 18 years of age.

1.3. “Agreement” means this License Agreement.

1.4. “Authorized User” means the individual(s) or entity(ies) authorized by Customer to access SEIS on behalf of the Customer according to the terms of this Agreement. Authorized Users are limited to Customer’s designated employees and Third Party Service Providers who are contractors, agents, or volunteers of Customer.

1.5. “Customer Data” means documents, information and data, including Pupil Records, submitted to Provider by Customer’s Authorized Users for processing through SEIS and/or documents, information and data input or maintained in SEIS by Customer.

1.6. “Deidentified Information” means information that cannot be used to identify an individual pupil.

1.7. "Effective Date" means the date set forth above, provided that this Agreement is fully executed by both Provider and Customer.

1.8. "IEP" means a special education Pupil's Individualized Education Plan, Individual Service Plan, or Individual Infant Service Plan.

1.9. "Parent" means a natural parent, an adopted parent or legal guardian of a Pupil.

1.10. "Pupil" or "Pupils" means a student or students of Customer.

1.11. "Password" means the License code provided to Customer's Authorized Users to enable access to SEIS.

1.12. "Personal User Identification" means the identification code given to Customer's Authorized Users.

1.13. "Personally Identifiable Information" includes: 1) the Pupil's name, 2) the name of the Pupil's parent or other family members, 3) the address of the Pupil or Pupil's family, 4) a personal identifier, such as a Pupil's social security number, Pupil's number, or biometric record, 5) other indirect identifiers, such as the Pupil's date of birth, place of birth, and mother's maiden name, 6) other information that, alone or in combination, is linked or linkable to a specific Pupil that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Pupil with reasonable certainty, or 7) information requested by a person who the educational agency or institution reasonably believes knows the identity of the Pupil to whom the Pupil Record relates.

1.14. "Pupil Records" means both of the following: 1) any information directly related to a Pupil that is maintained by Provider, including Personally Identifiable Information, and 2) any information acquired directly from the Pupil through the use of instructional software or applications assigned to the Pupil by a teacher or other Customer employee. "Pupil Records" does not mean aggregated Deidentified Information used by Provider for the following purposes: to improve educational products for adaptive learning purposes and for customizing Pupil learning; to demonstrate the effectiveness of Provider's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

1.15. "SEIS" means the Special Education Information System as more fully described in Appendix "A" which is hereby incorporated by reference as if fully set out herein.

1.16. "SEIS Component" means a component part of SEIS designed to perform a particular function as more fully described in Appendix "A."

1.17. "SELPA" means Customer's Special Education Local Plan Area.

1.18. "Third Party Service Providers" means persons or entities which provide services to Customer in connection with this Agreement and who are contractors, agents, or volunteers of Provider, but who are not employees of Customer.

ARTICLE II

SEIS SERVICES

2.1. Commencing on the Effective Date, Customer shall have the nonexclusive right, subject to the terms and conditions stated in this Agreement, to allow Customer's Authorized Users to obtain access to and use SEIS at www.seis.org for the limited purposes of selection forms, inputting data, and training. Customer shall have access to SEIS for all other purposes as allowed by this Agreement on the System Launch Date.

2.2. SEIS is a full-featured, multi-leveled system for managing IEPs consisting of the following SEIS Components as more fully described in Appendix "A" which is attached hereto and incorporated herein by reference:

- (a) IEP Creation/Update Component
- (b) Goals/Objectives Library Component
- (c) IEP Team/Pupil Assignment Component
- (d) CASEMIS and Custom Reports Component
- (e) Records Retention and Archiving Component

2.3. Hosting, Custom Forms, Enhancement and Maintenance.

(a) Hosting. SEIS will be hosted for Customer for a period of twelve (12) months commencing with the System Launch Date.

(b) Help Desk Services. Both telephone and online Help Desk service will be provided for the duration of this Agreement. Help Desk hours are Monday through Friday 8:00 a.m. through 5:00 p.m., excluding Provider's holidays. During these hours, Provider shall endeavor to respond to Help Desk inquiries within twenty-four (24) hours of receipt (weekends and holidays excluded).

(c) Ongoing Enhancements. It is anticipated that enhancements to SEIS will be ongoing.

(d) Maintenance. It is understood and agreed that maintenance may be required from time to time and Provider will endeavor to provide Customer with reasonable prior notice of such maintenance by posting such notice on the home page of SEIS. It is also understood that emergency maintenance may be required and, in such case, prior notice of such maintenance will not be provided to Customer.

ARTICLE III

LICENSE FEE AND PAYMENT TERMS

3.1. License Fee. In consideration for the License of SEIS as provided herein, Customer agrees to pay Provider license fees ("License Fees") and set-up fees ("Set-up Fees") based on the

then current year SELPA December 1 Count as reported to the State of California and specified below. In the event the Customer's most recent SELPA December 1 Count is 10% greater or less than 5,847, the following License Fees and Set-up Fees shall be revised proportionately according to the Provider's then current Fee Schedule:

(a) SEIS License Fee (2018/2019 FY): Thirty-Five Thousand, Eighty-Two Dollars (\$35,082)

(b) SEIS Integration Services (2018/2019 FY): Eight Thousand, Seven Hundred Seventy Dollars and Fifty Cents (\$8,770.50)

(c) SEIS IFSP Forms (2018/2019 FY): Four Hundred and Fifty-Nine Dollars (\$459)

3.2. Payment Terms.

(a) 2018/2019 FY License Fee. Customer shall be invoiced July 1, 2018.

(b) Customer shall remit payment to Provider within thirty (30) calendar days of Customer's receipt of invoices.

3.3. Cost Recovery.

(a) Provider, as a county office of education, is a public entity and bills Customer on a cost recovery basis. In order to ensure that Customer charges keep pace with Provider's actual costs, fees are reviewed and re-negotiated on a three-year cycle.

(b) The current SEIS Fee Schedule for 2017-18 is attached hereto as Appendix "B" and incorporated herein by reference.

ARTICLE IV

TERM AND TERMINATION

4.1. This Agreement shall be in effect between Provider and Customer beginning with the Effective Date and terminating twelve (12) months from the Effective Date. No later than May 31, 2019, the Parties shall determine whether the current Agreement shall be extended for an additional three years or number of years of the term of the agreement term.

4.2. Either Provider or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other Party, with such termination to be effective at the end of the current period for which Customer has paid License Fees when the notice of termination is provided.

4.3. The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either Party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such Party may have.

ARTICLE V

CONTENT AND USE OF SEIS

5.1. Customer shall have the right to provide Customer Data to Provider for inclusion in SEIS as follows:

(a) Customer is authorized to submit Customer Data to SEIS. By submission of Customer Data to Provider, Customer grants Provider a nonexclusive, royalty-free license to include the Customer Data in Provider's SEIS for use by Customer's Authorized Users of SEIS, with such use to include, but not be limited to copying, displaying, modifying, and preparing reports under the terms and conditions of this Agreement.

(b) Customer hereby warrants and represents that such Customer Data does not violate any intellectual property rights or privacy rights of third parties. Customer hereby agrees to indemnify, defend and hold harmless Provider from any and all liability associated with Provider's inclusion of Customer Data in SEIS. Customer further assumes sole responsibility for compliance with all intellectual property and privacy laws by any Authorized Users of the Customer.

5.2. Ownership and Control of Customer Data, Including Pupil Records. At all times during the term of this Agreement and after termination of this Agreement, all Pupil Records remain the exclusive property of Customer and Customer retains exclusive rights, ownership and control thereto.

5.3. Use of Pupil Records. Provider shall not use any Pupil Records to which it has access by way of this Agreement for any purpose other than those required or specifically permitted by this Agreement.

5.4. Review and Correction of Pupil Records. A Parent or Adult Pupil may review his/her Pupil Records that are retained, stored, hosted, accessed or used by Provider by making a request in writing to Customer for access to the subject Pupil Records. Subject to Customer verification of identity, approval of disclosure and redaction of any Personally Identifiable Information of a Pupil other than the Pupil of the Parent or Adult Pupil, who is making the request, Customer will direct Provider to provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law, by issuing the Parent or Adult Pupil a temporary user name and password to log on to the Provider's software/information system to review the requested Pupil Records. This time frame may be extended by written consent of the Parent or Adult Pupil. A Parent or Adult Pupil may submit written corrections to Pupil Records retained, stored, hosted, accessed or used by Provider to Customer. Customer shall have exclusive authority over Provider with respect to authorizing disclosure of Pupil Records pursuant to this Agreement.

A Parent or Adult Pupil may correct erroneous information identified upon review of Pupil Records by making a written request to Customer. Subject to Customer's verification of identity and approval of such a request to correct the erroneous information, Customer shall notify Provider of the approved request and direct Provider to correct the erroneous information, if the erroneous information cannot be corrected by the Parent or Adult Pupil, or Customer due to system accessibility constraints. Provider will not make any modification to Pupil Records

unless specifically directed to do so by Customer. Provider shall direct all requests to review and/or correct erroneous information to Customer through the following contact information:

Oakland Unified School District
Raul Nunez, SELPA Data Management
Faul.nunez@ousd.org
1011 Union Street, Oakland, CA 94607

5.5. Targeted Advertising Prohibited. Provider shall not use any Customer Data, including Pupil Records, to engage in targeted advertising during the term of this Agreement, and this provision survives the termination of this Agreement.

ARTICLE VI

PROVIDER'S PROPRIETARY RIGHTS IN SEIS/NONDISCLOSURE

6.1. Customer acknowledges that SEIS is the property of Provider and that the value of SEIS is in part determined by Provider's ability to limit access to and use of SEIS.

6.2. Except as specifically allowed in this Section 6.2, Customer agrees not to disclose or make available to any third party any of Provider's proprietary property to which Customer is granted access pursuant to this Agreement, including, without limitation, manuals and instructions for operation of SEIS, knowledge of operating methods, Passwords, Personal User Identification, and the names and designations of any equipment comprising the system. Customer may grant, to a Third Party Service Provider, access to Provider's proprietary property described in this Section 6.2 on the condition that the Third Party Service Provider agrees to comply with Customer's obligations under this Agreement.

6.3. To further protect Provider's proprietary rights in SEIS, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS, of the obligations of Customer under this Agreement and require each Authorized User to maintain those obligations. Each Authorized User shall agree to the Terms of Use required of all users of the website before accessing the SEIS website.

6.4. Customer's Authorized Users are prohibited from accessing or using SEIS for any purpose other than to serve the SELPA in connection with this Agreement. If an Authorized User uses SEIS for any unauthorized purpose, the use shall be deemed a breach of this Agreement.

6.5. SEIS and all supporting documentation shall remain the property of the Provider, excluding Customer Data, which includes Pupil Records, provided by Customer.

ARTICLE VII

PROTECTION OF PRIVATE CUSTOMER DATA

7.1. Customer and Provider recognize that some Customer Data in the SELPA and are confidential pursuant to relevant federal and state law, including but not limited to 20 USC section 1232(g) and Education Code sections 49060, et seq. Both Customer and Provider certify they will each abide by all applicable state and federal laws concerning Pupil Records.

7.2. Customer shall inform each Authorized User of the need to protect Customer Data containing Pupil Records. Customer agrees not to disclose or make available to any unauthorized third party any Pupil Records to which Customer's Authorized Users are granted access pursuant to this Agreement.

7.3. Provider shall inform each of its employees or contractors with access to Customer Data of the need to protect Customer Data containing Pupil Records. Provider agrees not to disclose or make available to any unauthorized party any Pupil Records, which are granted access pursuant to this Agreement.

7.4. To further protect Customer Data, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS, of the obligations of Customer under this Agreement, and will require each Authorized User to maintain those obligations as set forth in Sections 6.3 and 6.4.

7.5. Any failure by an Authorized User or Provider employee or contractor to protect Pupil Records shall be deemed a breach of this Agreement.

7.6. All Customer Data, including Pupil Records, shall remain the property of Customer.

7.7. Security and Confidentiality of Pupil Records. Provider will do the following to ensure the security and confidentiality of Pupil Records:

(a) Designate an employee responsible for the training and compliance of all Provider employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.

(b) Provider will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect Customer Data from any and all unauthorized access and disclosures.

(c) Provider has designated an individual responsible for training Provider employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.

(d) Provider shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.

(e) Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of Customer and/or Pupils.

(f) Provider warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by Provider, if any, to execute the terms of this Agreement.

(g) Provider warrants that all Pupil Records will be encrypted in transmission and storage.

(h) Provider will use appropriate and reliable storage media, which shall include weekly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

7.8. Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

(a) Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, Customer and Provider agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.

(1) Parent or Adult Pupil will be immediately notified of:

- (i) The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
- (ii) The specific Pupil Records that were used or disclosed without authorization;
- (iii) What Provider and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and
- (iv) What corrective action Provider and Customer have taken or will take to prevent future occurrences.

(b) Except as otherwise required by law, Provider will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

7.9. Compliance with Applicable Laws. Customer Data, includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). Provider recognizes that as a county office of education and public entity, Provider is considered a "School Official" (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to Customer through this Agreement. The Parties agree that the services provided to Customer through this Agreement serve a "legitimate educational interest," as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 et.

seq. The Parties shall comply with the following process for compliance with FERPA and California law:

(a) Provider and Customer warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 et. seq. and have designated an individual responsible for ensuring compliance therewith.

(b) Provider and Customer shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.

(c) By the signature of its authorized representative or agent below, Provider hereby acknowledges that Customer has provided notice under Education Code section 49075(a) and 34 C.F.R. section 99.33(d) that Provider is strictly prohibited from disclosing Pupil Records from Customer to any third party without the prior written consent and direction to authorize-disclosure by Customer.

7.10. Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, Provider warrants that it will securely transmit all Customer Data, including Pupil Records, to Customer in ASCII delimited file format or other mutually agreed format, without retaining any copies of Customer Data. In the alternative, and subject to a written request from Customer, Provider will securely destroy all Customer Data, including Pupil Records, upon termination of this Agreement. Provider will then provide verification to Customer that the Customer Data not otherwise returned to Customer was destroyed subject to Customer's written request, the date of destruction and the method of destruction.

ARTICLE VIII

PERSONAL USER IDENTIFICATION AND PASSWORD PROVIDED

8.1. Customer's Authorized Users shall gain access to SEIS via the Internet through the Authorized Users' Personal User Identification and Password.

8.2. Immediately following the initial data loading of Authorized Users, Customer shall assume sole responsibility for the management of Personal User Identification and Passwords for all Customers' Authorized Users. The Customer's Administrative Contact, or designee, at either the SELPA or school district level, shall be responsible for ensuring that Personal User Identification and Passwords are provided only to Authorized Users and for managing, disabling or authorizing new Authorized Users Personal User Identification and Passwords.

ARTICLE IX

PASSWORD USE AND SECURITY

9.1. Customer agrees to assume sole responsibility for the security of the Passwords issued to Customer. Customer is solely responsible for disabling lost or stolen Passwords and Personal User Identification and for disabling user accounts that are no longer active.

ARTICLE X

LIABILITY FOR FAILURES OR DELAYS

10.1. Customer agrees that Provider shall not be liable for any delays or failures in performance or for any interruption of Provider's service and further agrees to indemnify and hold Provider harmless from any loss or claims arising out of the use of Provider's service or any materials provided under this Agreement.

ARTICLE XI

WARRANTY DISCLAIMER

11.1. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. PROVIDER ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY PROVIDER. CUSTOMER AGREES THAT PROVIDER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

ARTICLE XII

DEFAULT

12.1. Events Of Default. This Agreement may be terminated by the nondefaulting Party if any of the following events occur: (1) if a Party materially fails to perform or comply with this Agreement or any provision hereof; (2) if a Party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (3) if a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party; or (4) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days. However, before any such termination of this Agreement by the nondefaulting Party may occur, the defaulting Party shall have twenty (20) days from service of a notice of default to cure the default and should that Party cure said default within that time period no termination of this Agreement by the nondefaulting Party may occur. If the default is not cured within twenty (20) days, the nondefaulting Party may terminate this Agreement immediately.

12.2. Obligations On Termination By Default. Upon termination of this Agreement, Customer shall cease and desist from the use of SEIS. Provider reserves the right to disable any and all Passwords issued to Customer upon Customer's default herein.

ARTICLE XIII

NOTICES

13.1. All notices, authorizations, and requests in connection with this Agreement shall be deemed given in the following ways: (a) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (b) one (1) day after being sent by overnight courier, charges prepaid, with confirming fax; and addressed as first set forth below or to such other address as the Party to receive the notice so designated by written notice to the other Party.

Provider

Name:

San Joaquin County Office of
Education

Attn:

John Arguelles, Director Center for
Educational Development and
Research

Address:

2901 Arch-Airport Road
P.O. Box 213030
Stockton, CA 95215

Phone: (209) 468-5924

Fax: (209) 468-9235

Email:

jarguelles@sjcoe.net

Customer

Name:

Oakland Unified School District

Attn:

Marion McWilliams, General Counsel

Address:

1000 Broadway, Suite 680
Oakland, CA 94607

Phone: (510) 879-8873

Fax:

Email:

Susan.beltz@ousd.org

ARTICLE XIV

INDEMNITY

14.1. In addition to the provisions stated above in Article V, X and XI, Customer agrees to defend, indemnify and hold harmless Provider and its Board of Education. Board members, directors, officers, employees and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and any other expenses arising out of or on account of any third party claim resulting or arising from Customer's breach of any terms of this Agreement

either by intentional misconduct or negligence of Customer's directors, officers, employees or agents.

14.2. In addition to the provisions stated above in Article V, X and XI, Provider agrees to defend, indemnify and hold harmless Customer and its Board of Education, Board members, directors, officers, employees and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and any other expenses arising out of or on account of any third party claim resulting or arising from Provider's breach of any terms of this Agreement either by intentional misconduct or negligence of Provider's directors, officers, employees or agents.

ARTICLE XV

GOVERNING LAW, JURISDICTION AND VENUE

15.1. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

15.2. The courts of the State of California, County of Alameda shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Customer hereby consents to the jurisdiction of such courts.

ARTICLE XVI

SEVERABILITY

16.1. If any provisions of this Agreement shall be held to be invalid, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

ARTICLE XVII

NONASSIGNABILITY

17.1. This Agreement and the rights and benefits conferred upon Customer hereunder may not be assigned or otherwise transferred by Customer without prior written consent of the Provider.

ARTICLE XVIII

ENTIRE AGREEMENT

18.1. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter herein.

ARTICLE XIX

MODIFICATIONS

19.1. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each Party's duly authorized representatives.

ARTICLE XX

NONWAIVER OF RIGHTS

20.1. Customer and Provider agree that no failure to exercise and no delay in exercising any right, power, or privilege on the part of either Party shall operate as a waiver of any right, power or privilege under this Agreement. Customer and Provider further agree that no single or partial exercise of any right, power, or privilege under this Agreement shall preclude further exercise thereof.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Provider

San Joaquin County Office of Education

By: 

Name: Johnny Arguelles

Title: Director, CEDR

Date: 6/4/18

Customer

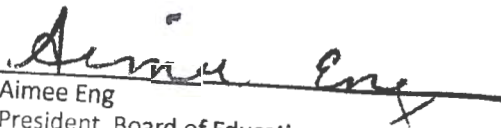
Oakland Unified School District

By: 

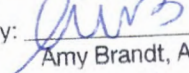
Name: Susan Beltz

Title: Chief Technology Officer

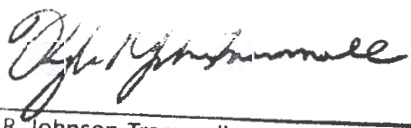
Date: 6/5/2018


Aimee Eng
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 
Amy Brandt, Attorney at Law

6-5-18


Kyla R. Johnson-Trammell
Secretary, Board of Education

APPENDIX "A"

SAN JOAQUIN COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION INFORMATION SYSTEM DESCRIPTION

SEIS was initially created by the Provider and the San Joaquin SELPA, to make IEPs easier for teachers to complete and track using a web-based system. Gradually, additional functions were added, including an MIS (CASEMIS) utility, the ACSA/CARS+ and SEACO standards-based goals banks, and report generator utilities. Since its launch in 2003, SEIS has proven to be an effective tool for both teachers and administrators in over ninety SELPAs around the state. Some key features in SEIS include:

Automation -- Information can be used in other formats such as IEP notifications, state-required reports, and customized report.

Simplicity -- IEPs are more easily revised, are clearer and easier to read, and well organized; redundant information can be entered only once, decreasing preparation time; pull/drop-down menus, radio buttons, and check boxes increase accuracy of coded items.

CASEMIS Preparations -- Because CASEMIS information is required on the IEP, the Provider automatically ties CASMIS code to the information inputted by the teachers and service providers. Furthermore, the Provider incorporates a CASEMIS error checking component that validates the information before completing the IEP process. This process completely automates the preparation of CASEMIS data, because the CASEMIS error is caught at the point of initial input. Also, prior to reporting time, SEIS will flag all student records where CASEMIS errors are identified and link directly to those errors to streamline the correction of errors.

Goal Banks -- There is an easily-accessible and IEP-linked library of standards-based essential goals and objectives (benchmarks). Through an agreement with ACSA/CARS+ and SEACO we are able to add the latest generation of their work to SEIS, which includes LSH and transition resources. Teachers have a choice of selecting standards-based goals and objectives from the ACSA/CARS+ library, the SEACO goal bank, the BASICS goal bank, or creating their own unique goals and objectives library or accessing goals and objectives created by other special education staff within the SELPA or across the state. The linked goal library allows Teacher to search any of the above listed goal banks select a goal and any number of objectives. With a single click, these goals and objectives will automatically copy onto the IEP and can be customized and saved into the Teacher's individual goal bank.

Data Centralization and Transferability -- Demographic and IEP information follows the student from teacher to teacher, site to site, district to district, and SELPA to SELPA within participating SELPAs; Student transfers are instant and IEP history can be viewed ensuring continuity of the educational plans for students. For example, when a new student enters into a SELPA the system requires the user to search the entire state-wide SEIS database before adding a new record. If the student appears in another SELPA, a link is available to request a transfer. The user can click the Request Transfer link and a notification will be sent to the student's current SELPA, informing them of the transfer request and they can process the transfer in minutes. Once the request is processed, the new SELPA has access to that student's entire IEP history, service, service provider history, eligibility status history, etc.

APPENDIX "B"

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION
FEE SCHEDULE (FY2018-2019)**

SEIS FEES

Year 1/Set-up: \$6.00 per December 1 Student Count + 25%

Maintenance Fee: \$6.00 per December 1 Student Count, minimum of \$6,000

IFSP FORMS:

\$3000 set up fee + \$0.75 (75 cents) per special education student based on the December 1st CASEMIS count

OR

\$3000 set up fee + \$17 per infant

INTEGRATION SERVICES FEES

One-way automated data transmission with client SIS: \$3,000

Annual cost for subsequent years: \$.75 Per Student

Two-way automated data transmission with client SIS: \$4,000

Annual cost for subsequent years: \$1.50 Per Student

Additional SEIS Training: \$800 per day