

Board Office Use: Legislative File Info.	
File ID Number	23-2413
Introduction Date	11/16/23
Enactment Number	23-2006
Enactment Date	11/16/2023 os



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Jennifer Blake, Executive Director, SELPA

**Meeting Date** November 16, 2023

**Subject** First Addendum, Special Education Information System License Agreement – San Joaquin County Office of Education

**Ask of the Board** Approval by the Board of Education of the First Addendum to the Special Education Information System License Agreement by and between the District and San Joaquin County Office of Education, DBA Special Education Information System (SEIS), Stockton, CA, adding provisions entitled “San Joaquin County Of Education (hereafter, "CONTRACTOR/CONSULTANT") to Provide and Insurance”and SJCOE Project Manager Fingerprinting Certification, stated herein, for the period of July 1, 2022 through June 30, 2025, via the Special Education Department. All other terms and conditions of the Agreement remain in full force and effect.

**Background** As a part of OUSD’s ongoing goals related to the continued improvement of Individual Education Programs (IEPs) as memorialized in the OUSD Special Education Plan monitored by the California Department of Education, the Special Education Department seeks to continue its partnership with SEIS to provide California Education Code compliant IEP development and progress monitoring solutions for OUSD Special Educators. This one-of-a-kind tool will support the District in achieving greater IEP compliance buy building teacher capacity to develop compliant Individual Education Programs (IEPs), track IEP timelines, and integrate students’ special education data with CALPADS. SEIS is unique in that it allows us to communicate with over 80% of the LEAs in California and seamlessly send and receive student records.

Specifically, SEIS guides teachers through the IEP development process. Next, it ensures all necessary components of the IEP document are completed. Finally, SEIS keeps track of special education timelines and automatically integrates OUSD data with CALPADS for CDE reporting purposes. The SEIS adoption includes embedded training for teachers to ensure its full use to support the development and implementation of IEPs.

**Fiscal Impact**      No fiscal impact

**Attachment(s)**      • First Addendum to the Special Education Information System License Agreement – San Joaquin County Office of Education

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
**FIRST ADDENDUM SPECIAL EDUCATION INFORMATION SYSTEM**  
**LICENSE AGREEMENT**

This First Addendum entered into this 24<sup>th</sup> day of August, 2023 by and between the San Joaquin County Office of Education, a county office of education of the state of California, (hereinafter “Provider”) and the Oakland Unified School District (hereinafter “Customer”), a special education local plan area of the state of California.

In consideration of the mutual covenants contained in the Special Education Information System License Agreement dated July 1, 2022, the parties hereby agree to the following addenda (changes/additions noted in italics):

**INTRODUCTION**

*No changes from original Agreement.*

ARTICLE I

**DEFINITIONS**

*No changes from original Agreement.*

ARTICLE II

**SEIS SERVICES**

*No changes from original Agreement.*

ARTICLE III

**LICENSE FEE AND PAYMENT TERMS**

*No changes from original Agreement.*

ARTICLE I

**TERM AND TERMINATION**

*No changes from original Agreement.*

ARTICLE II

**CONTENT AND USE OF SEIS**

*No changes from original Agreement.*

ARTICLE III

**PROVIDER'S PROPRIETARY RIGHTS IN SEIS/NONDISCLOSURE**

*No changes from original Agreement.*

ARTICLE IV

**PROTECTION OF PRIVATE CUSTOMER DATA**

*No changes from original Agreement.*

ARTICLE V

**PERSONAL USER IDENTIFICATION AND PASSWORD PROVIDED**

*No changes from original Agreement.*

ARTICLE VI

**PASSWORD USE AND SECURITY**

*No changes from original Agreement.*

ARTICLE VII

**LIABILITY FOR FAILURES OR DELAYS**

*No changes from original Agreement.*

ARTICLE VIII

**WARRANTY DISCLAIMER**

*No changes from original Agreement.*

ARTICLE IX

**DEFAULT**

*No changes from original Agreement.*

ARTICLE X

**NOTICES**

*No changes from original Agreement.*

**INDEMNITY**

*No changes from original Agreement.*

ARTICLE XI

**GOVERNING LAW, JURISDICTION AND VENUE**

*No changes from original Agreement.*

ARTICLE XII

**SEVERABILITY**

*No changes from original Agreement.*

ARTICLE XIII

**NONASSIGNABILITY**

*No changes from original Agreement.*

ARTICLE XIV

**ENTIRE AGREEMENT**

*No changes from original Agreement.*

ARTICLE XV

**MODIFICATIONS**

*No changes from original Agreement.*

ARTICLE XVI

**NONWAIVER OF RIGHTS**

*No changes from original Agreement.*

**San Joaquin County Of Education (hereafter, "CONTRACTOR/CONSULTANT") to Provide Insurance**

CONTRACTOR/CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Agreement, to the extent required by law, the policies of insurance specified below.

1. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the contract.

2. Comprehensive General Liability Insurance in the amount of:  
**\$1,000,000 per occurrence / \$2,000,000 aggregate**

3. CONTRACTOR/CONSULTANT must provide a certificate of insurance prior to beginning any work under this Agreement Yes  N/A

4. If student contact shall occur, the Certificate of Insurance must show liability coverage in the amount of **\$1MM per occurrence and \$2MM aggregate minimum** for Child Abuse, Child Molestation and or Sexual Abuse. No coverage will be accepted without these declarations.

5. By signing this Agreement CONTRACTOR/CONSULTANT confirms that all requirements of the section have been met.

6. The insurance shall name the Superintendent, the County Board of Education, officers or employees as the additional named insured in the policy.

**SJCOE Project Manager Fingerprinting Certification:**

By signing this agreement, the SJCOE project manager hereby certifies that the **CONTRACTOR/CONSULTANT** for this project will have contact with students as indicated below:

CONTRACTOR/CONSULTANT will have **NO** contact with students.


CONTRACTOR/CONSULTANT will have contact with students only in the immediate presence of an SJCOE staff member.

CONTRACTOR/CONSULTANT will have unsupervised contact with students. Please complete the Contractor Certification information.

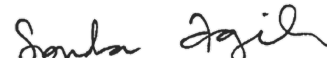
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Provider	Customer
----------	----------


**SAN JOAQUIN COUNTY OFFICE OF EDUCATION SCHOOL**

By:   
Johnny Arguelles (Oct 17, 2023 08:54 PDT)  
Name: Johnny Arguelles Johnny Arguelles  
Title: Director, CodeStack JA  
Date: Oct 17, 2023

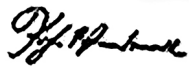
**OAKLAND UNIFIED SCHOOL DISTRICT**

By:   
Name: Sondra Aguilera  
Title: Chief Academic Officer  
Date: 10/30/2023


OUSD Board President:

 11/17/2023  
Mike Hutchinson Date

OUSD Board Secretary and OUSD Superintendent:

 11/17/2023  
Kyla Johnson-Trammell Date

Approved as to form by:

 09/05/2023  
Roxanne De La Rocha Date  
OUSD Staff Counsel


# First Addendum Special Education Information System

Final Audit Report

2023-10-17

Created:	2023-10-16
By:	Angelica Lopez (angelica.lopez@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyVqwwgTwVy1FjIKxc-88JDGIAei0iFPi

## "First Addendum Special Education Information System" History

-  Document created by Angelica Lopez (angelica.lopez@ousd.org)  
2023-10-16 - 11:56:54 PM GMT- IP address: 104.192.9.112
-  Document emailed to raschwanden@sjcoe.net for signature  
2023-10-16 - 11:57:55 PM GMT
-  Email viewed by raschwanden@sjcoe.net  
2023-10-17 - 2:34:17 PM GMT- IP address: 104.47.51.126
-  Signer raschwanden@sjcoe.net entered name at signing as Johnny Arguelles  
2023-10-17 - 3:54:14 PM GMT- IP address: 135.26.146.186
-  Document e-signed by Johnny Arguelles (raschwanden@sjcoe.net)  
Signature Date: 2023-10-17 - 3:54:16 PM GMT - Time Source: server- IP address: 135.26.146.186
-  Agreement completed.  
2023-10-17 - 3:54:16 PM GMT



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-1809
Introduction Date	9/14/22
Enactment Number	22-1577
Enactment Date	9-14-2022 CJH



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

## Board Cover Memorandum

**To** Board of Education

**From** Sondra Aguilera, Acting Superintendent  
Jennifer Blake, Executive Director of Special Education  
Jorge Wahner, Director of SELPA Special Education

**Meeting Date** September 14, 2022

**Subject** Resolution No. 2223-0001, Authorizing Use of Sole Source Exception to Public Bidding and Special Education Information System License Agreement 2022-2023 – San Joaquin County Office of Education

**Ask of the Board**

- Approve Services Agreement  
 Ratify Services Agreement

**Services**

Approval by the Board of Education of Resolution No. 2223-0001 - Authorizing Use of Sole Source Exception to Public Bidding for Contract With San Joaquin County Office of Education and Approving Special Education Information System License Agreement by and between the District and San Joaquin County Office of Education, DBA Special Education Information System (SEIS), Stockton, CA, for the latter to provide the District access to the web-based system, Special Education Information System (SEIS), in formulating, updating, tracking, storing and reporting on student data with Individualized Education Plans (IEPs), As Specified Therein, for the period of July 1, 2022 through June 30, 2025, in an amount not to exceed \$213,429.00.

**Term**

Start Date: July 1, 2022

End Date: June 30, 2025

**Not-To-Exceed Amount**

\$213,429.00

**Competitively Bid**

No

If the Agreement was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): Sole Source

**In-Kind Contributions**

None

**Funding Source(s)**

Special Education, Resource 6500

**Background**

As a part of OUSD's ongoing goals related to the continued improvement of Individual Education Programs (IEPs) as memorialized in the OUSD Special Education Plan monitored by the California Department of Education, the Special Education Department seeks to continue its partnership with SEIS to provide California Education Code compliant IEP development and progress monitoring solutions for OUSD Special Educators. This one-of-a-kind tool will support the District in achieving greater IEP compliance by building teacher capacity to develop compliant Individual Education Programs (IEPs), track IEP timelines, and integrate students' special education data with CALPADS. SEIS is unique in that it allows us to communicate with over 80% of the LEAs in California and seamlessly send and receive student records.

Specifically, SEIS guides teachers through the IEP development process. Next, it ensures all necessary components of the IEP document are completed. Finally, SEIS keeps track of special education timelines and automatically integrates OUSD data with CALPADS for CDE reporting purposes. The SEIS adoption includes embedded training for teachers to ensure its full use to support the development and implementation of IEPs.

**Attachment(s)**

- Resolution No. 2223-0001 - Authorizing Use of Sole Source Exception San Joaquin County Office of Education Special Education Information System License Agreement
- Special Education Information System License Agreement with San Joaquin County Office of Education

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2223-0001**

**AUTHORIZING USE OF SOLE SOURCE EXCEPTION TO PUBLIC BIDDING FOR  
CONTRACT WITH SAN JOAQUIN COUNTY OFFICE OF EDUCATION, DBA SPECIAL EDUCATION  
INFORMATION SYSTEM (SEIS)**

**WHEREAS**, the Oakland Unified School District (“District”) has a need to contract with San Joaquin County Office of Education (SJCOE), DBA Special Education Information System (SEIS), for access to its proprietary online Individual Education Program (IEP) database;

**WHEREAS**, the contemplated contract is in an amount of \$213,429.00 over the course of three years: 2022-23, 2023-24, 2024-25.

**WHEREAS**, under Public Contracts Code section 20111, a contract in this amount would ordinarily require competitive bidding;

**WHEREAS**, one exception to this competitive bidding requirement is the “sole source” exception, which applies where there is only one supplier of a needed good or service (Los Angeles Gas & Electric Corporation v. Los Angeles, 188 Cal. 307 (1920); Hodgeman v. City of San Diego, 53 Cal.App.2d 610 (1942); County of Riverside v. Whitlock, 22 Cal.App.3d 863 (1972));

**WHEREAS**, SEIS has many unique features that set it apart from any other online databases, being the only online system that specifically addresses Individualized Education Program compliance and allows us to communicate with over 80% of the LEAs in California and seamlessly send and receive student records.

**WHEREAS**, SEIS’s embedded timeline tracking and CALPADS integration uniquely support compliance with California Department of Education reporting requirements;

**WHEREAS**, the tool provides access to state approved forms to support compliant development of Individual Education Programs (IEPs);

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The District waives competitive bidding to allow the District to contract directly with San Joaquin County Office of Education (SJCOE) for licenses for the SEIS for Special Education personnel because San Joaquin County Office of Education is the sole source for this online compliance tool.
2. The Special Education Information System License Agreement with SJCOE for the term July 1, 2022 through June 30, 2025, in an amount not to exceed \$213,429.00 is hereby approved.

**PASSED AND ADOPTED** on the 14<sup>th</sup> of September 2022 by the Governing Board of the Oakland District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None ●

PREFERENTIAL RECUSE: None

**AYES:** Aimee Eng, Kyra Mungia, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

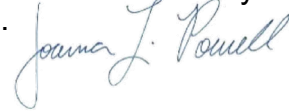
**NOES:** VanCedric Williams

**ABSTAINED:** Mike Hutchinson

**RECUSED:** None

**ABSENT:** Student Director Natalie Gallegos Chavez, Student Director Linh Le

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 7/18/22.



**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on September 14, 2022.

Legislative File	
File ID Number:	22-1809
Introduction Date:	9/14/22
Enactment Number:	22-1577
Enactment Date:	9-14-2022 CJH
By:	

**OAKLAND UNIFIED SCHOOL DISTRICT**



9-15-2022

Gary Yee  
President, Board of Education



9-15-2022

Sondra Aguilera  
Acting Secretary, Board of Education

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

**SPECIAL EDUCATION INFORMATION SYSTEM**

**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into this July 1, 2022, 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) CALPADS and Custom Reports Component
- (e) Records Retention and Archiving Component
- (f) SEISSign

2.3. Hosting, Enhancement, and Maintenance.

(a) Hosting. SEIS will be hosted for Customer for a period of thirty-six (36) months commencing with the Effective 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") based on the student count in SEIS on February 3<sup>rd</sup>, 2022. In the event the Customer's most recent student count in the following years is 10% greater

or less than 7,065, the following License Fees shall be revised proportionately according to the Provider's then current Fee Schedule:

(a) **2022/2023 SEIS Fees:**

1. License Fee for SEIS: Sixty Thousand, Fifty-Two Dollars and Fifty Cents (\$60,052.50)
2. SIS Two-Way Integration Fee (\$1.50 per student): Ten Thousand, Five Hundred, Ninety-Seven Dollars and Fifty Cents (\$10,597.50)
3. IFSP Forms Fee (\$17 per Infant count of 29): Four Hundred and Ninety-Three Dollars (\$493.00)

(b) **2023/2024 SEIS Fees:**

1. License Fee for SEIS: Sixty Thousand, Fifty-Two Dollars and Fifty Cents (\$60,052.50)
2. SIS Two-Way Integration Fee (\$1.50 per student): Ten Thousand, Five Hundred, Ninety-Seven Dollars and Fifty Cents (\$10,597.50)
3. IFSP Forms Fee (\$17 per Infant count of 29): Four Hundred and Ninety-Three Dollars (\$493.00)

(c) **2024/2025 SEIS Fees:**

1. License Fee for SEIS: Sixty Thousand, Fifty-Two Dollars and Fifty Cents (\$60,052.50)
2. SIS Two-Way Integration Fee (\$1.50 per student): Ten Thousand, Five Hundred, Ninety-Seven Dollars and Fifty Cents (\$10,597.50)
3. IFSP Forms Fee (\$17 per Infant count of 29): Four Hundred and Ninety-Three Dollars (\$493.00)

3.2. Payment Terms.

- (a) Year One License Fee. Customer shall be invoiced at the beginning of the 22/23FY.
- (b) Year Two License Fee. Customer shall be invoiced at the beginning of the 23/24FY.
- (c) Year Three License Fee. Customer shall be invoiced at the beginning of the 24/25FY.
- (d) 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 2022-23 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 thirty-six (36) months from the Effective Date. No later than March 1, 2025 the Parties shall determine whether the current Agreement shall be extended for an additional three (3) year term.

4.2. Either Provider or Customer may terminate this Agreement upon at least ninety (90) 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 USD  
Jennifer Blake, Executive Director  
Jennifer.blake@ousd.org  
Jorge Wahner, SELPA Director  
Jorge.Wahner@ousd.org  
915 54<sup>th</sup> Street, Oakland, CA 94608

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. 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.

7.4. Any failure by an Authorized User to protect Pupil Records shall be deemed a breach of this Agreement.

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

7.6. 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.

7.7. 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.

7.8. 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.

7.9. 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, Division Director,  
CodeStack

Address:

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

Phone: (209) 468-5924

Fax: (209) 468-9235

#### **Customer**

Name:

Oakland Unified School District

Attn:

Jorge Wahner

Address:

915 54th Street  
Oakland, CA 94608

Phone: (510) 879-5003

Fax: (510) 627-9003

Email:  
jarguelles@sjcoe.net

Email:  
Jorge.Wahner@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.

#### 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 San Joaquin, 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

Customer

San Joaquin County Office of Education

Oakland Unified School District

By: 

By: 

Name: Johnny Arguelles

Name: Gary Yee

Title: Division Director, CodeStack

Title: President, Board of Education

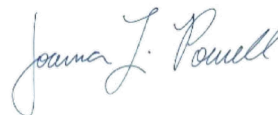
Date: 07/21/2022

Date: 9/15/2022



Kyla Johnson Trammell, Secretary, Board of Education 9/15/2022

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 7/18/22.



## 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 (CALPADS) 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.

*CALPADS Preparations* -- Because CALPADS information is required on the IEP, the Provider automatically ties CALPADS code to the information inputted by the teachers and service providers. Furthermore, the Provider incorporates a CALPADS error checking component that validates the information before completing the IEP process. This process completely automates the preparation of CALPADS data, because the CALPADS error is caught at the point of initial input. Also, prior to reporting time, SEIS will flag all student records where CALPADS 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 (2022-2023 FY)

**SEIS MAINTENANCE FEES**

\$8.50 per Current Student Count in SEIS; Minimum of \$8,000

**INTEGRATION SERVICE FEES**

Integration Fee:

Annual cost for subsequent years: \$1.50 per Current Student Count in SEIS

**IFSP FEES:**

\$17 per Infant Count in SEIS