

Board Office Use: Legislative File Info.	
File ID Number	14-0918
Introduction Date	5-28-14
Enactment Number	14-0886
Enactment Date	5/28/14



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Gary Yee, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* 5-28-14

**Subject** Professional Services Contract -  
San Joaquin County Office of Education, Stockton (contractor, City State)  
Programs for Exceptional Children (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and San Joaquin County Office of Education. Services to be primarily provided to Programs for Exceptional Children for the period of 11/06/14 through 03/10/17.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 The Program for Exceptional Children(PEC) Department 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 SELPAs in California. The Special Education Information System (SEIS) will increase PEC's effectiveness and efficiency in developing IEPs and managing student data. SEIS is a user friendly system that was created by educators for

**Discussion**  
*One paragraph summary of the scope of work.*  
 A contract for between OUSD and consultant to provide software and software updates for SEIS system. SEIS staff will also provide 1 day training for PEC MIS staff and Admin/Clerical Training to teach staff how to prepare current student and staff data to be uploaded to SEIS. SEIS staff will provide 5 days of SEIS training for 125 PEC teachers and specialists in how to use SEIS to prepare IEPs.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and San Joaquin County Office of Education. Services to be primarily provided to Programs for Exceptional Children for the period of 11/06/14 through 03/10/17.

**Fiscal Impact** Funding resource name (please spell out) Special Education  
Special Education not to exceed \$ 65550

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

**SPECIAL EDUCATION INFORMATION SYSTEM**

**LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into this 6th day of November, 2013, 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 Special Education Local Plan Area (hereinafter "Customer" or "SELPA"), a special education local plan area of the State of California ("Parties").

**INTRODUCTION**

**WHEREAS**, the 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 student data and 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 "Agreement" means this License Agreement.

1.3 "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.

1.4 "Customer Data" means documents, information and data 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.

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

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

1.7 “Password” means the License code provided to Customer’s Authorized Users to enable access to SEIS.

1.8 “Personal User Identification” means the identification code given to Customer’s Authorized Users.

1.9 “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.

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

1.11 “SELPA” means Customer’s Special Education Local Plan Area.

1.12 “System Launch Date” means the date the SEIS system is ready for use by Customer at the conclusion of the first day of Teacher Training as described in Section 2.3 of this Agreement.

1.13 “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.

1.14 “Training Unit” means one day of training, Administrator or Teacher, whether it is one single all day session or two half day sessions.

## 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](http://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/Student Assignment Component
- (d) CASEMIS and Custom Reports Component
- (e) Records Retention and Archiving Component

### 2.3 Implementation Steps and Timelines.

The following steps will be undertaken to implement use of SEIS by the Customer after the Effective Date of this Agreement.

#### 2.3.1 Implementation Meeting and Forms.

(a) The Parties shall hold an Implementation meeting at which the Dataload dates and the Administrative/Clerical Training dates shall be established. Timelines for training shall be in accordance with the requirements in Section 2.3.2.

(b) Forms shall be selected as provided in Appendix “B” attached hereto and incorporated herein by reference.

#### 2.3.2 Customer Data Submission and Loading Phase:

(a) Customer submits to Provider the Customer Data for loading which meets the SEIS data structure specifications requested by Provider.

(b) Customer Data shall be submitted on provided Excel templates and shall be for the SELPA as a whole, not by individual district. Provider shall load Customer Data elements submitted into SEIS.

(c) Dataload Phase 1. The following Dataload Phase 1 files are to be provided by Customer for loading no later than ninety (90) days after the Agreement is fully executed unless otherwise agreed by the Parties.

1. Customer data;
2. All districts to be used as a district of service;
3. All schools to be used as a school of attendance;
4. Authorized Users list including Administrative/Clerical (SELPA and district), site, and Teacher/Third Party Service Providers.

(d) Dataload Phase 2. The following Dataload Phase 2 files (Student data) shall be provided by Customer no later than fifteen (15) working days before the first Administrative/Clerical Training date.

1. ALL students that will be reported in the next CASEMIS report, including CASEMIS data fields, demographic data fields, and if possible, assigned Service Providers. \*Note any service providers included on a student file must also be submitted on Teacher/Third Party Service Provider file in Phase 1.
2. CASEMIS B Service data for all students shall be included in Phase 2.

(e) Delays and Subsequent Dataloads. Any dataloads subsequent to the established Dataload Phase 1 and 2 dates may be subject to additional fees. In the event that Customer delays the submission of student data or Authorized User Information in Dataload Phase 1 or 2 files more than one (1) time beyond an agreed upon submission date, Customer shall pay a penalty of Seven Hundred Fifty Dollars (\$750.), per day for each day of delay. Provider retains the right to refuse to do any loading of data provided after training has begun.

Note: Any school district data and/or school data submitted to Provider for loading which does not meet the data-structure specifications requested by Provider may be subject to a new Agreement. Loading of any additional Student Data other than what is provided on the Excel Dataload file templates, may also be subject to a new Agreement if it does not meet the Provider's data-structure specifications.

### 2.3.3 Training Phase.

(a) Training Details and Guidelines. Training details are set forth in Appendix "B" attached hereto and incorporated herein by reference.

#### (b) First Administrative/Clerical Level Training.

The first Administrative/Clerical Level Training will be scheduled by the Parties at least one (1) week prior to the anticipated System Launch Date. Administrator Level Training sessions last six (6) hours and will be conducted in a computer lab setting with groups of twenty (20) to twenty-five (25) users. The first Administrator Level Training must be completed prior to any Teacher Training.

(c) Administrative Duties Following First Administrative/Clerical Level Training. Following the first Administrative/Clerical Level Training, administrators shall promptly complete duties as described in Appendix "B."

#### (d) Teacher Training (Direct or Training of Trainers).

1. The Parties shall schedule Teacher Training no sooner than one week after the first Administrative/Clerical Level Training and Customer has completed the duties described in Appendix "B."
2. Under this Agreement, Provider will provide five (5) Teacher Training Units. The units can be used for Full Day Train the Trainer sessions, Full or Half Day direct Teacher Training, or a combination of the two.
3. If the number of Teacher/Third Party Service Provider users in the SELPA exceeds the total number that can be trained within the five (5) Training Units, a "Training of Trainers" model is recommended.

(e) Second Administrative/Clerical Level Training. The second Administrative/ Clerical Level Training will be scheduled by Provider on date(s) after the Teacher Trainings have been completed, and will be four to six (4-6) hours in the same style of lab setting as first Administrative/Clerical Level Training.

(f) Availability of Videos. Training videos will be available for the Customer's use for its own basic Teacher Trainings and Read-Only Site Level training on the SEIS website and will also be 'rolled-out' along with any new major change or feature in the system.

(g) System Launch Date Set. The System Launch Date shall be established as of the completion of the first day of Teacher Training described in 2.3.3 (d).

#### 2.4 Hosting, Custom Forms, Enhancement, and Maintenance.

(a) Hosting. SEIS will be hosted for the Customer for a period of thirty-six (36) months commencing with the System Launch Date.

(b) Custom Forms. Customer shall select a set of IEP forms which currently exist in SEIS for use by all users. Customers can choose to add any forms currently available in the system for no extra charge for programming or maintenance fee increases, as long as the forms are used as-is with no changes. Customer may request customized forms which shall be provided by Provider at a cost of Ninety-five Dollars (\$95.00) per hour for programming services.

(c) 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 inquires within 24 hours of receipt (weekends and holidays excluded).

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

(e) 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 %

greater or less than 5,244, the following License Fees and Set-up Fees shall be revised proportionately according to the Provider's then current Fee Schedule:

(a) Year One License Fee and Set-up Fee (13/14 FY). Twenty-One Thousand, Eight Hundred, Fifty Dollars (\$21,850)

(b) Year Two License Fee (14/15 FY). Twenty-Six Thousand, Two Hundred, Twenty Dollars (\$26,220)

(c) Year Three License Fee (15/16 FY). Twenty-Six Thousand, Two Hundred, Twenty Dollars (\$26,220)

NOTE: Year One License and Set-up Fees prorated for 6 months ( $\$26,220/12 = \$2,185 \times 6 = \$13,110$ ).

### 3.2 Payment Terms.

(a) Year One License Fee And Set-up Fee. Customer shall be invoiced upon the earlier of: 1) Provider's initial receipt of Customer Data; or 2) the end of the fiscal year during which the Effective Date of this License occurred.

(b) Year Two License Fee. Customer shall be invoiced twelve (12) months after the Year One License Fee and Set-up Fee invoice date.

(c) Year Three License Fee. Customer shall be invoiced twenty-four (24) months after the Year One License Fee and Set-up Fee invoice date.

(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 Customers 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 2013-14 is attached hereto as Appendix "C" and incorporated herein by reference.

## ARTICLE IV TERM AND TERMINATION

4.1 This Agreement shall be in effect between the Provider and the Customer beginning with the Effective Date and terminating 36 months from the System Launch Date. No later than January 30, 2016, 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. Within thirty (30) days of the effective date of termination of this Agreement, Provider shall return Customer Data to Customer in an ASCII delimited file format or other mutually agreeable format.

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 The 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 Customer shall have the right to possession of its Customer Data at all times during the term of this Agreement and after the termination of this Agreement as set forth in Section 4.2.

## ARTICLE VI PROVIDER'S PROPRIETARY RIGHTS IN SEIS/NONDISCLOSURE

6.1 Customer acknowledges that SEIS is the property of the Provider and that the value of SEIS is in part determined by the 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 the Customer's obligations under this Agreement.

6.3 To further protect the 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.

## ARTICLE VII PROTECTION OF PRIVATE CUSTOMER DATA

7.1 Customer and Provider recognize that some Customer Data relates to pupils 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 confidential student records.

7.2 Customer shall inform each Authorized User of the need to protect Customer Data containing private student information. Customer agrees not to disclose or make available to any unauthorized third party any private student information 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 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 confidential student information shall be deemed a breach of this Agreement.

7.5 Customer Data shall remain the property of Customer.

7.6 Provider will use its best effort to protect Customer Data from changes or physical loss or destruction through the operation of its computer system or by its personnel. "Best efforts" shall include weekly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

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 it. 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 thirty (30) 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 the Agreement by the nondefaulting party may occur. If the default is not cured within thirty (30) days, the nondefaulting party may terminate the 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 (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) 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.

<b>Provider</b>	<b>Customer</b>
Name: San Joaquin County Office of Education	Name: Oakland Unified School District
Attn: John Arguelles, Director Center for Educational Development and Research	Attn: Olivia Mandilk Executive Director, SELPA
Address: 2901 Arch-Airport Road P.O. Box 213030 Stockton, CA 95215	Address: 2850 West Street Oakland, CA 94608
Phone: (209) 468-5924	Phone: (510) 874-3706
Fax: (209) 468-9235	Fax: (510) 874-3707
Email: jarguelles@sjcoe.net	Email: olivia.mandilk@ousd.k12.ca.us

ARTICLE XIV  
**GOVERNING LAW, JURISDICTION AND VENUE**

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

14.2 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 XV  
**SEVERABILITY**

15.1 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 XVI  
**NONASSIGNABILITY**

16.1 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 XVII  
**ENTIRE AGREEMENT**

17.1 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 XVIII  
**MODIFICATIONS**

18.1 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 XIX  
**NONWAIVER OF RIGHTS**

19.1 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 SELPA

By: 

By: 

Name: Johnny Arguelles

Name: Sheilagh Andujar

Title: Director, CEDR

Title: Associate Supt., PEC

Date: 7/22/14

Date: 7/29/14

By: \_\_\_\_\_

By:  5/29/14

Name: \_\_\_\_\_

Name: David Kakishiba

Title: \_\_\_\_\_

Title: President, Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By:  5/29/14

Name: \_\_\_\_\_

Name: Gary Yee

Title: \_\_\_\_\_

Title: Acting Supt. & Board Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

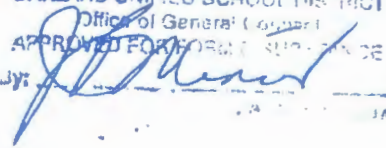
OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORMAL SIGNATURE  
By: 

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

A contract for between OUSD and San Joaquin County Office of Education, Stockton, CA, for the latter to provide software and software updates for SEIS system. SEIS staff will also provide 1 day training for PEC MIS staff and Admin/Clerical Training to teach staff how to prepare current student and staff data to be uploaded to SEIS. SEIS staff will provide 5 days of SEIS training for 125 PEC teachers and specialists in how to use SEIS to prepare IEPs, through the period of November 6, 2013 through March 10, 2017 in an amount not to exceed \$65,550.

SCOPE OF WORK

San Joaquin County Office of Education will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$ \_\_\_\_\_ per hour for a total not to exceed \$ 65550. Services are anticipated to begin on 11/6/13 and end on 03/10/17.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

SEIS will provide 1 day of training for PEC MIS staff to teach staff how to prepare current student and staff data to be uploaded to SEIS. SEIS staff will provide 5 days of SEIS training for 125 PEC teachers and specialists in how to use SEIS to prepare IEPs.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Teachers will use SEIS online system to complete IEPs. PEC's MIS Office will use the data in SEIS to generate required CDE reports, including the twice yearly CASEMIS report. Custom reports will also be generated to meet PEC's and the District's need for student data related to students with disabilities. PEC administrators and District principals will use SEIS to monitor caseloads, IEP status, and view a variety of data. Implementation of SEIS will support PEC in meeting IEP compliance requirements and it will increase the effectiveness of the department in developing IEPs and generating reports to support the learning of approximately 5,200 students with disabilities who are served by PEC teachers and specialists.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

## 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, several 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 100 SELPAs around the State of California. Some key features in SEIS include:

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

*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 for accurate reporting.

*CASEMIS Preparations* -- Because CASEMIS information is required on the IEP, the Provider automatically ties CASMIS code to the information inputted by the teachers and Third Party 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.

*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.

*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 INFORMATION SYSTEM TRAINING DETAILS AND GUIDELINES**

IEP forms must be decided upon by the Customer no less than one week before Administrative/Clerical trainings if the forms to be used are already available in SEIS. Custom forms should be requested at least thirty (30) days before the Administrative Staff training to ensure that there is sufficient time for the Provider to complete the work to customize the forms. All work to customize forms must be performed pursuant to a separate agreement. The readiness of custom forms for trainings will depend on programmer availability, and the amount of time between the Provider's receipt of the forms and the training date. In the event of late delivery of custom forms, the Provider cannot guarantee that custom forms will be completed before Teacher Trainings are scheduled.

The Provider will train up to six (6) Training Units. A Training Unit (as defined in Section 1.14) is one day of training, Administrator or Teacher, whether it is one single all day session or two half day sessions. The ratio of Admin-Teacher Level Users/Teacher Trainers will be agreed upon in advance between the Provider and the Customer.

The duties which must be completed by the Customer's Administrative Staff before the teachers can be trained will vary depending on the completeness of the data supplied by the Customer ("Customer Training Period Duties"). These Customer Training Duties will include, but are not necessarily limited to, selecting Case Managers for all students, making all student-teacher assignments, correcting caseloads that have become outdated since the date of the data gathering and any additional updating of student records.

Customer must allow no less than one week, and more as needed, for these Customer Training Duties to be completed by the Administrative Level Users before Teacher Trainings will be held.

The Provider will make every effort to verify the validity of Customer Data, but Provider is not responsible for the accuracy of data supplied by the Customer.

Additional trainings may be agreed upon by the Customer and the Provider. Provider is not required to provide all additional training requested by Customer.

**APPENDIX "C"**

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION**

**FEE SCHEDULE (FY 2013-14)**

Set-Up fee:

25 % of the Maintenance Fee (\$5.00 times December 1 Student Count)

Maintenance and License Fee:

\$5.00 times December 1 Student Count; Minimum of \$5,000

IFSP Forms:

Set-up Fee: \$3,000

Annual cost for subsequent years: \$17 per infant

**INTEGRATION SERVICE FEES**

Integration Fee:

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

Annual cost for subsequent years: \$.75 times December 1 Student Count

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

Annual cost for subsequent years: \$1.50 times December 1 Student Count

**PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014**

**Basic Directions**

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/portal/public/SAM/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [robin.sasada@ousd.k12.ca.us](mailto:robin.sasada@ousd.k12.ca.us)

**Contractor Information**

Contractor Name	San Joaquin County Office of Education	Agency's Contact	Johnny Arguelles		
OUSD Vendor ID #	V052793	Title	Director		
Street Address	P.O. Box 213030	City	Stockton	State	CA Zip 95213
Telephone		Email (required)	jarguelles@sjcoe.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Anticipated start date		Date work will end	03/10/17	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

**Budget Information**

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	Special Ed	9035000201	5825	\$ 65550
			5825	\$ 0
			5825	\$ 0
<b>Requisition No. (required)</b>			<b>Total Contract Amount</b>	<b>\$ 65550</b>

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Olivia Mandilk	Phone	510-874-3706
	Site / Department	Programs for Exceptional Children		Fax	510-874-3707
	Signature			Date Approved	5.6.14
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	Sheilagh Andujar by Olivia Mandilk		Date Approved	5.6.14
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000				
	Signature	Maria Santos		Date Approved	5-13-14
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason	Date
<b>Procurement</b>	Date Received			PO Number	

Board Office Use: Legislative File Info.	
File ID Number	14-0918
Introduction Date	5-28-14
Enactment Number	14-0886
Enactment Date	5/28/14



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Gary Yee, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* \_\_\_\_\_

**Subject** Professional Services Contract -  
San Joaquin County Office of Education, Stockton (contractor, City State)  
Programs for Exceptional Children (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and San Joaquin County Office of Education. Services to be primarily provided to Programs for Exceptional Children for the period of 11/06/14 through 03/10/17.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 The Program for Exceptional Children(PEC) Department 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 SELPAs in California. The Special Education Information System (SEIS) will increase PEC's effectiveness and efficiency in developing IEPs and managing student data. SEIS is a user friendly system that was created by educators for

**Discussion**  
*One paragraph summary of the scope of work.*  
 A contract for between OUSD and consultant to provide software and software updates for SEIS system. SEIS staff will also provide 1 day training for PEC MIS staff and Admin/Clerical Training to teach staff how to prepare current student and staff data to be uploaded to SEIS. SEIS staff will provide 5 days of SEIS training for 125 PEC teachers and specialists in how to use SEIS to prepare IEPs.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and San Joaquin County Office of Education. Services to be primarily provided to Programs for Exceptional Children for the period of 11/06/14 through 03/10/17.

**Fiscal Impact** Funding resource name (please spell out) Special Education  
Special Education not to exceed \$ 65550

- Attachments**
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Commercial General Liability Insurance Certification
  - TB screening documentation
  - Statement of qualifications

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 SELPA

By: 

By: 

Name: Johnny Arguelles

Name: Sheilagh Andujar

Title: Director, CEDR

Title: Associate Supt., PEC

Date: 4/22/14

Date: 4/29/14

By: \_\_\_\_\_

By:  5/29/14

Name: \_\_\_\_\_

Name: David Kakishiba

Title: \_\_\_\_\_

Title: President, Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By:  5/29/14

Name: \_\_\_\_\_

Name: Gary Yee

Title: \_\_\_\_\_

Title: Acting Supt. & Board Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR BOARD SUPERVISORS  
By: 