

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Center for Educational Development and Research
MEMORANDUM OF CONTRACT**

July 2019

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of contract constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the McCabe Union Elementary School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of contract must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. SEIS Sending Data to SIS

The SJCOE/CEDR will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.3. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.4. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year contract period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.4;
- periodic revisions and additions during the course of the contract period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE CONTRACT

The Client agrees to pay the SJCOE/CEDR annual maintenance fees of \$.75 (seventy-five cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be \$65.25 (sixty-five dollars and twenty-five cents) based on the student count as of the December 1, 2018 CASEMIS report of 87 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.4.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this contract following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Contract shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Contract. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Contract upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Contract, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Contract 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.

7.0 WARRENTY DISCLAIMER

SJCOE/CEDR 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. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR 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 CONTRACT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Contract and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Contract. Should it be determined by a Court of competent jurisdiction that this contract or any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Contract is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10.0 INDEMNIFICATION

SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

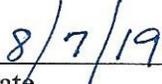
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Johnny Arguelles, Division Director
Center for Educational Development and Research
San Joaquin County Office of Education

Date



Laura Dubbe, Superintendent
McCabe Union Elementary School District



Date