SAN JOAQUIN COUNTY OFFICE OF EDUCATION

STUDENT SUCCESS TEAM MANAGEMENT SYSTEM

LICENSE AGREEMENT

JULY 1, 2024 - JUNE 30, 2027

This License Agreement ("Agreement") is entered into this 1ˢᵗ day of July, 2024, by and between the San Joaquin County Office of Education, a county office of education of the state of California, (hereinafter "Provider") and the Tracy Joint Unified School District (hereinafter "Customer"), (collectively hereinafter "Parties").

INTRODUCTION

WHEREAS, the Provider is the operator and owner of a web-based suite of tools, known as the Student Success Team System Management System (hereinafter "BEYOND SST"), for use by schools, school districts and county offices of education in formulating, updating, tracking, storing and reporting on Pupil Records, including, but not limited to, Student Success Team and 504 forms.

WHEREAS, Customer is interested in contracting with Provider in order to use BEYOND SST in Customer's region.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 "BEYOND SST" means the BEYOND SST System, which is a full-featured system for formulating, updating, tracking, storing, and reporting on student data and Student Success Team and 504 forms.

1.2 "Administrative Contact" means the individual authorized by Customer to receive and provide information required to administer this Agreement.

1.3 "Adult Pupil" means a Pupil who has reached 18 years of age.

1.4 "Agreement" means this License Agreement.

1.5 "Authorized User" means the individual(s) authorized to access BEYOND SST on behalf of the Customer according to the terms of this Agreement.

1.6 "Customer Data" means documents, information, data, including Pupil Records submitted to Provider by Customer for processing through BEYOND SST and/or documents, information, and data input or maintained in BEYOND SST by Customer.

1.7 "Deidentified Information" means information that cannot be used to identify an individual pupil.

1.8 "Effective Date" means the date upon which this Agreement has been executed by both the Provider and the Customer.

1.9 "Password" means the License code provided to Customer's Authorized Users to enable access to

BEYOND SST.

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

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

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

1.16   "Team" means the dedicated team providing early identification and early intervention for students.

1.17   "System Launch Date" means the earlier of: a) the date the BEYOND SST system is ready for use by Customer at the conclusion of the first training session as described in Section 2.13 (a) a) of this Agreement; or b) one hundred twenty (120) days after the Effective Date.

1.18 "Training Unit" means one day of training, Administrator or Teacher, whether it is one single all day session or multiple sessions within a single day (not to exceed 8 total hours total within a day).

ARTICLE II
BEYOND SST SERVICES

2.1 Commencing on the Effective Date, Customer shall have the nonexclusive right, for the purposes and subject to the terms and conditions stated in this Agreement, for Customer's Authorized Users to obtain access to and use of BEYOND SST at www.Beyond SST.org.

2.2 BEYOND SST is a full-featured system for formulating, updating, tracking, storing, and reporting on student data and Student Success Team and 504 forms.

2.3 Implementation Steps and Timelines: The following steps, Implementation Meeting, Dataload and

Training will be undertaken to implement use of BEYOND SST by the Customer after the Effective Date of this Agreement. See Appx "C" for Implementation Timeline Agreement.

2.4 Implementation Meeting

(a) This mandatory planning meeting may be held at the Customer's location, and must be held within 120 days of the Effective date of this contract, unless specific arrangements have been made to do otherwise.

(b) Specific due dates for data submission and System Manager/SST Coordinator Training will be established at the Implementation Meeting, using the form set forth in Appendix "C". Failure by the Customer to supply data by the dates established may result in additional fees and cancelled or delayed trainings.

2.5 Customer Data Submission and Loading

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

(b) Customer Data shall be submitted on provided Excel templates and shall be complete for all participating districts noted on Appx. B.

(c) Files for all participating districts will be merged rather than being submitted by individual participating districts.

2.6 <u>Dataload Phase 1, District and Schools.</u> The following Phase 1 Dataload files are to be provided by Customer for loading <u>no later than 15 days</u> from the Implementation Meeting Date.

(a) Verify or supply details of all districts participating under this agreement, listed on Appx. B

(b) Verify or supply details of all schools within the districts that are participating under this agreement, listed on Appx. B

2.7 <u>Dataload Phase 2, Authorized Users.</u> The following Phase 2 Dataload files are to be provided by Customer for loading <u>no later than 30 days</u> from the Implementation Meeting Date.

(a) All authorized SELPA Level users (Optional)

(b) All authorized District Level users for each district participating under this agreement, listed on Appx. B

(c) All authorized School Site level users including Administrative/Clerical and SST Coordinators for each participating school from each district participating under this agreement, listed on Appx B

(d) All authorized Teacher Level users for each participating school from each district participating under this agreement, listed on Appx. B

2.8 <u>Dataload Phase 3, Student Files.</u> The following Phase 3 Dataload files are to be provided by Customer for loading <u>no later than 35 days</u> from the Implementation Meeting Date, and no later than 15 working days before the first System Manager Training date.

(a) To the best of their ability client shall provide a listing of students who currently have an active 504 plan, an active SST and any students who are being considered for an SST or are receiving early interventions in the classroom.

NOTE: This dataload does not include every district student.

(b) Any teachers included on the Student File must also be submitted on the Teacher file in Phase

2.9 <u>Delays and Subsequent Dataloads.</u> In the event the data submission deadline falls on a weekend or holiday, the data will be deliverable on the first workday after. Any dataloads subsequent to the established Phase 1, 2 and 3 dates may be subject to additional fees. In the event that Customer delays the submission of student data, authorized user information or district/school data more than one (1) time beyond an agreed upon submission date, Customer may be billed 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 data submitted to Provider that does not match 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.

2.10   Training: Provider will make every effort to accommodate Customer's desired training dates, however trainings are scheduled based on availability of Provider staff.

Under this Agreement, Provider will provide four (4) Training Units, including at least one (1) unit of System Management/SST Coordinator Training. Additional training units may be purchased (subject to availability of schedule).

2.11   System Management/SST Coordinator Level Training.

2.12   Teacher Training (Direct or Training of Trainers).

2.13 System Management Level Training - To be held within 60 days of the Implementation Meeting and within 120 days of the Effective Date.

(a) The System is considered "Launched" (System Launch Date) on the date of the System Management Training,

(b) To be scheduled by the Customer no more than 20 days before the beginning of Teacher Level Training.

(c) Sessions will last approximately six hours with groups of 20 to 25 users.

(d) System Management Level Training must be completed prior to Teacher Training.

2.14 Teacher Training, TOT or Direct

(a) To be scheduled by the Customer no more than 20 days after the System Management training.

(b) Unless a different agreement is made between Customer and Provider at the Implementation Meeting, Teacher Trainings are to be scheduled to begin no more than 20 days after System Management training.

(c) Teacher TOT sessions last approximately 6 hours with groups of 20-25 users

2.15 Hosting, Enhancement and Maintenance.

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

(b) Customer can choose to use 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.

(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) It is anticipated that enhancements to BEYOND SST will be ongoing.

2.16 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 BEYOND SST. It is also understood that emergency maintenance may be required and, in such case, prior notice of such maintenance will not be provided to Customers.

ARTICLE III
LICENSE FEE AND PAYMENT TERMS

3.1   **License Fee:** In consideration for the license to obtain access to and use BEYOND SST as provided herein, Customer agrees to pay Provider the License and Set Up Fees as specified in Appendix "A" and calculated based on the most recent CBEDS enrollment count reported to the state of California for the Customer and any related entities listed in Appendix "B", as of the current fiscal year.   Provider reserves the right to charge the Provider's standard implementation fee should the Customer agree to a new Agreement at a later date.

3.2   **Payment Terms:**

(a) Customer shall be invoiced for the Year One License Fee and Setup Fee upon the Provider's initial receipt of Customer Data for the amount of Twenty-One Thousand, Two Hundred and Thirty-Five Dollars ($21,235.00)

(b) Customer shall be invoiced for the Year Two License twelve (12) months after the Year One License Fee invoice date for the amount of Sixteen Thousand, Nine Hundred and Eighty-Eight Dollars ($16,988.00)

(c) Customer shall be invoiced for the Year Three License twenty-four (24) months after the Year One License Fee invoice date for the amount of Sixteen Thousand, Nine Hundred and Eighty-Eight Dollars ($16,988.00)

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

NOTE: 10% Discount applied.

5

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 thirty-six (36) months from the Effective Date. ("Initial Term"). The Initial Term may be extended pursuant to written agreement between Provider and Customer.

4.2 In addition to the right to terminate pursuant to Article XII, either Provider or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination under this Section 4.2 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 BEYOND SST

5.1 The Customer shall have the right to provide Customer Data to Provider for inclusion in BEYOND SST as follows:

(a)   Customer is authorized to submit Customer Data to BEYOND SST.   By submission of Customer Data to Provider, Customer grants Provider a nonexclusive, royalty-free license to include the Customer Data in Provider's BEYOND SST for use by Customer's Authorized Users of BEYOND SST, with such use to include, but not be limited to copying, displaying, modifying, and preparation of 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 BEYOND SST. Customer further assumes sole responsibility for compliance with all intellectual property and privacy laws by any Authorized Users of the customer.

(c)   Customer shall have the right to possession of its Customer Data and Ownership and   Control of Customer Data, Including Pupil Records. At all times during the term of this Agreement and after the expiration or earlier termination of this Agreement as set forth in Section 4.2, all Pupil Records remain the exclusive property of Customer and Customer retains exclusive rights, ownership and control thereto.

(d)   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.

(e)   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.

(f) 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. 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:

Zachary Boswell
(209) 830-3200 ext. 1515
zboswell@tusd.net
1875 W. Lowell Avenue, Tracy, CA 95376

5.2 **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.

<div align="center">

ARTICLE VI
PROVIDER'S PROPRIETARY RIGHTS IN
BEYOND SST/NONDISCLOSURE

</div>

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

6.1 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 BEYOND SST, 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.

6.2 To further protect the Provider's proprietary rights in BEYOND SST, Customer agrees to restrict access to BEYOND SST to Customer's Authorized Users. In addition, Customer agrees to advise each

Authorized User before he or she receives access to BEYOND SST, 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 BEYOND SST website.

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

6.4   BEYOND SST 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 contains Pupil Records 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 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 BEYOND SST to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to BEYOND SST, of the obligations of Customer under this Agreement, and will require each Authorized User to maintain those obligations.

7.4   Any failure by an Authorized User to protect Pupil Records shall 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.

(f) 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.

(g) 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.

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

(i) 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.

7.8 Parent or Adult Pupil will be immediately notified of:

(a) The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);

(b) The specific Pupil Records that were used or disclosed without authorization;

(c) What Provider and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and

(d) What corrective action Provider and Customer have taken or will take to prevent future occurrences.

7.9 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.

7.10 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:

9

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.

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.

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.

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 pursuant 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 BEYOND SST 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 Customers' 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

9.0 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 in any way 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 or loss 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, DOCUMENTS, 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, DOCUMENTS, 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 <u>Events Of Default.</u> 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.

12.2 <u>Obligations On Termination By Default.</u> Within ten (10) days after termination of this Agreement, Customer shall cease and desist use of BEYOND SST. 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 designates by written notice to the other party.

Provider	**Customer**
Name: San Joaquin County Office of Education	Name: Tracy Joint Unified School District

Attn: Johnny Arguelles
     Director, CodeStack
	Attn: Zachary Boswell, Director of
	         Curriculum and Accountability

Address: P.O. Box 213030
     Stockton, CA 95213
	Address: 1875 W. Lowell Avenue
	         Tracy, CA 95376

Phone: (209) 468-5924 Fax: (209) 468-9235	Phone: (209) 830-3200 ext. 1515 Fax:

11

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 use of BEYOND SST, or 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 California state court, 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
NON ASSIGNABILITY

17.1 This Agreement shall be binding upon, inure to the benefit of the parties hereto and their respective successors and assigns; provided, however that 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
NON WAIVER 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.

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 $

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 $ 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   **TRACY JOINT UNIFIED SCHOOL DISTRICT**
EDUCATION SCHOOL

By: _____   By: _____

Name: Johnny Arguelles_____   Name: Tania Salinas_____

Title: Director, CodeStack_____   Title: _____

Date: _____   Date: _____

<center>**APPENDIX "A"**</center>

<center>**2024 FEE SCHEDULE**</center>

<center>**ANNUAL LICENSE AND MAINTENANCE FEES:**</center>

SST/504	$1.25 per Student Based on CBEDS ADA ($2,500 Min.) *API/SFTP Integration Annual Fee and E-Sign Included Year 1 Setup Fee 25% of ADA ($2,500 Min.) Setup Fee Covers Implementation, Data Load and 4 Training Sessions

APPENDIX "B"

<u>ALL</u> PARTICIPATING DISTRICTS COVERED UNDER THIS AGREEMENT

TOTAL NUMBER OF DISTRICTS: <u>1</u>

TOTAL STUDENT COUNT FOR COMBINED DISTRICTS: 15,100

ENTITY NAME	STARTING ADA COUNT
TRACY JOINT UNIFIED SCHOOL DISTRICT	15,100

Initial Below:

Provider: _____

Customer: _____

APPENDIX "C"
IMPLEMENTATION TIMELINE AGREEMENT

Customer will receive a copy of this form at or before the Implementation Meeting.

At the Implementation Meeting timelines will be established for each phase of the implementation.

** Any variation of training timeline must be agreed to by Customer and Provider at the Implementation Meeting.

Missed deadlines may result in delayed trainings and additional fees.

Event	Date
Effective Date This is the date of the Customer signature on this agreement.	
Implementation Meeting Date Must be within 60 days of the Effective Date	
Phase 1 District and School Data Verification/Submission Must be within 15 days of the Implementation Meeting Date	
Phase 2 System Users Data Submission Must be within 30 days of the Implementation Meeting Date	
Phase 3 Student Data Submission Must be within 35 days of the Implementation Meeting Date At least 15 working days before the System Management Training	
System Management & SST Coordinator Training Date Must be within 60 days of the Implementation Meeting Date Must be within 180 days of the Effective Date ** Within 20 days before Teacher Training begins	
Teacher Training	
Teacher Training	
Teacher Training	