



Board Office Use: Legislative File Info.	
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Enactment Number	22-1137
Enactment Date	6-8-2022 CJH

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Kelleth Chinn, Coordinator, Instructional and Assessment Technology

Meeting Date June 8, 2022

Subject Amendment to No. 1 to the Master Service Agreement with Frontline Technologies Group dba Frontline Education

Ask of the Board

- Approve Amendment to Master Service Agreement with Frontline Technologies Group dba Frontline Education
- Ratify Amendment to [Type] Agreement with [Vendor]

Background and Recommendation

In 2019, Escape technology was acquired by Frontline Education thereby integrating the Escape ERP with Frontline's Human Resource Management System software solutions. This multi-year, multi-phased project will begin with a pilot approach for several solutions, and over a two-year period incrementally build to a full HRMS solution including Human Capital Management, Evaluation Management, Professional Growth, Forms and digital signatures, along with Absence and Time Administration. This implementation will allow Talent to consolidate six current systems to one addressing recruitment applicant tracking to onboarding, leave management, benefits administration, digital records, compensation, professional development, position management, substitute services, and offboarding.

The addition of the Professional Learning Management module, in conjunction with the Learning and Collaboration Resources module, will allow the district to create professional development courses for OUSD employees. These courses can included pre-built courses designed for K-12 districts, or they can be custom built by OUSD central office staff. As part of the Frontline system, these modules will allow the district to track completion of professional development for compliance and foundational training purposes. Employees will be able to review course listings and register for individual courses.

Term Start Date: November 30, 2021 End Date: June 30, 2025

Not-To-Exceed Amount \$2,831,058.48

Competitively Bid No.
If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): This is an amendment to the original agreement.

In-Kind Contributions N/A

Funding Source(s) Funding: Title 2 in an amount not to exceed \$55,561.00

Attachment(s)

- Amendment
- Original Agreement, Enactment No. 22-0019

AMENDMENT NO. 1
to

Title of Original Contract/Agreement **(Master Service Agreement 2021-2022)**

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Full Name of Vendor **Frontline Technologies Group dba Frontline Education)**

- The Parties entered into the Original Agreement on the below date:

Enactment Date **(January 12, 2022)**

- The Enactment Number of the Original Agreement is below:

Enactment No. **(22-0019)**

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. Services:

The scope of work of the (Amended) Agreement is unchanged.

The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:

Revised scope of work attached

VENDOR agrees to provide the following amended services:

Description of revision(s) to scope of **(The addition of the Professional Learning Management module, in conjunction with the Learning and Collaboration Resources module, will allow the district to create professional development courses for OUSD employees. These courses can included pre-built courses designed for K-12 districts, or they can be custom built by OUSD central office staff. As part of the Frontline**

system, these modules will allow the district to track completion of professional development for compliance and foundational training purposes. Employees will be able to review course listings and register for individual courses.)

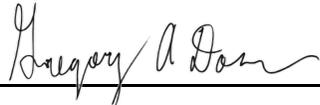
2. **Term (duration):** The term of the (Amended) Agreement is unchanged
 The term of the (Amended) Agreement has changed.
If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:
Original End Date: (Click or tap to enter a date.)
New End Date: (Click or tap to enter a date.)
3. **Compensation:** The not-to-exceed amount in the (Amended) Agreement is unchanged
 The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:
 Increase not-to-exceed amount by:
\$ (**\$55,561.00**).
 Decrease not-to-exceed amount by:
\$ (Click or tap here to enter text.).
The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is
\$ (**\$2,831,058.48**).
4. **COVID-19:** To the extent that the Agreement did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent

- with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - d. VENDOR shall bear all costs of compliance with this Paragraph.
5. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
6. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
7. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
8. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

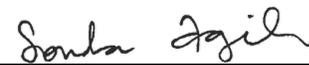
VENDOR

Name: Greg Doran Signature: 

Position: Chief Financial Officer Date: May 11, 2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Sondra Aguilera Signature: 

Position: Chief Academic Officer Date: 5/12/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 6-9-2022

Template approved as to form by OUSD Office of the General Counsel.

Board Office Use: Legislative File Info.	
File ID Number	21-2652
Introduction Date	01/12/2022
Enactment Number	22-0019
Enactment Date	1-12-2022 CJH



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief Talent Officer

Meeting Date November 17, 2021

Subject Professional Service Agreement 2021-2022 - Frontline Technologies Group - Talent/HR Department

Ask of the Board

- Approve Professional Service Agreement/Contract
- Ratify Professional Service Agreement/Contract

Services

In 2019, Escape technology was acquired by Frontline Education thereby integrating the Escape ERP with Frontline’s Human Resource Management System software solutions. This multi-year, multi-phased project will begin with a pilot approach for several solutions, and over a two-year period incrementally build to a full HRMS solution including Human Capital Management, Evaluation Management, Forms and digital signatures, along with Absence and Time Administration. This implementation will allow Talent to consolidate six current systems to one addressing recruitment applicant tracking to onboarding, leave management, benefits administration, digital records, compensation, position management, substitute services, and offboarding.

Term Start Date: November 30, 2021 End Date: June 30, 2025

Not-To-Exceed Amount \$2,775,497.48

Competitively Bid

Oakland Unified currently works with Frontline Education on the business system, formerly ESCAPE. All personnel information related to payroll and budget is stored in Frontline/Escape. We are utilizing the enhanced products due to the merger of Frontline Education with ESCAPE. Frontline Education is now the leading provider of school administration software to manage various aspects of the district's business.

Funding Source(s)

This contract will be funded through ESSER funds

Background

[This should contain the necessary background information to explain (i) why OUSD needs these services and (ii) why you have selected this vendor to provide these services. If, in writing the Background, it is helpful to reference any documents beyond the contract, please include those documents as attachments; do not link to them.]

On October 26, 2016, the Oakland Unified School District (OUSD) approved a new Business Operations System (Escape), which launched on July 1, 2018 and now serves as the core Finance, Payroll and Talent backbone system for the OUSD Business Operations Portal. Prior to the launch of Escape, OUSD had used the Integrated Finance and Accounting System ("IFAS") provided by PowerSchool as its primary business operations system since January 2004.

The IFAS system presented multiple challenges related to limited reporting capacity, delays in entering and receiving data, data inaccuracies, and unplanned system slowdowns and outages. The launch of Escape ameliorated these issues and more importantly, aligned OUSD with ACOE's fiduciary duties relative to the District. Because ACOE has selected Escape as the exclusive vendor for ACOE's business and operations system, Escape is the sole provider of ACOE's connections to its constituent. OUSD was not operating on the ACOE/Escape system prior to July 1, 2018, making OUSD the largest county school district outlier.

In 2019, Escape technology was acquired by Frontline Education thereby integrating the Escape ERP with Frontline's Human Resource Management System software solutions. As a result, it is in the best interest of OUSD to enter into this Agreement. Doing so will allow OUSD to streamline its software and effectively manage the Human Resource functions of the District within one connected system.

Oakland Unified School District will embark on a journey of full Human Capital Management transformation for our district. The focus is to align with a self-service experience online for employees, managers, principals and administration. Where applicable, users will also enjoy a mobile experience. The Pandemic has also highlighted the critical need to move areas of our work to a more cohesive electronic process that would provide for more accuracy and expedite processes. The Talent Division would like to expand its use of our current EMS to include the full capability of the following functionality:

- **FRONTLINE HRMS:** Vacancy position management, PCN Validation, Position Budgeting Analysis, Position Approval Workflow, Benefits Administration, Advanced Reporting, Advanced Dashboards,

Advanced Self-Service and Data Exchange with Escape.

- **RECRUITING & HIRING:** Applicant Tracking, Hiring Workflow, Proactive Recruiting
- **PROFESSIONAL GROWTH:** Evaluation Management, Learning Collaboration & Content
- **FRONTLINE CENTRAL:** Employee Self Service, Manager Self Service, District Reporting/Tracking and Employee Digital File
- **ABSENCE & TIME:** Leave/Absence Management, Substitute Management, Timekeeping Management, Attendance Management and Data Exchange with Escape EMS.

We believe the utilization of the full suite of Frontline Education products will improve OUSD Strategic & Transactional Talent Mgmt. Efficiency & Effectiveness, that include:

- Ensure Risk Mitigation to OUSD and the **Security & Privacy of All Employee HR Transactions/Documents leveraging a single Digital Employee HR File** for all Employee HR data, HR transaction history, and historical documents. HRMS HCM securely automates & tracks the workflow, processing, and digital filing of all employee documents including storage of images of prior historical documents. Eliminated paper and 3rd party document systems.
- **Improve Employee & New Hire Experience & Engagement with easy-to-use self-service tools**, transparent and faster processing with workflow and real-time: process tracking, HR /Manager communication, and reporting/dashboards for HR and Leadership.
- **Improve Talent Dept's HR and benefits transaction processing efficiency & accuracy** by synchronizing Escape with HR and eliminating paper, manual digital forms, & associated data entry/mgmt. High impact efficiency expected in the areas of: Position Change processing, Life Events/Benefits, Pre-Hire Documentation, On-Boarding, Contracts/Credentials, Annual & Employee initiated Forms.
- Improve Payroll & Talent's Leave & Timesheet processing efficiency & payroll accuracy for FT/PT & Sub Employee with **single platform for both Leave, Time, and substitute system data synchronized with Escape Payroll** & eliminating significant data entry and manual auditing, paper & manual forms, inaccurate budget coding, inaccurate leave & timesheets.

- **Improve Employee Engagement & Performance & Talent/School-site Leadership coaching effectiveness** with world class Evaluation experience with Digital Rubric, Evaluator(s) & Employee workflow tracking, and real-time analytics.

Ultimately this work will lead to:

- One Talent(HR) Platform for all HR transactions synchronized with Escape
- One Employee Self Service- for all Employees, Managers, Subs, & Pre-hires
- Reporting/Dashboard Tracking for OUSD Leadership/Departments/School-site Admins

Although the Talent Division will be leading the implementation and monitoring of this system's improvement, the end-users of the system reach across the organization, including:

- Employees district-wide would be a user of the time and accounting system for electronic timesheets and eventually evaluations.
- Subgroups of employees would use the system if they needed to for changing health benefits, applying for jobs or viewing/updating their own information.
- Substitutes would use the system to view and accept substitute assignments at schools.
- Principals and managers would have dashboards to check their vacancies, evaluations due and other deliverables that would be tracked in the system.

We anticipate a better user experience across the board as people will have accounts created and maintained automatically based on Escape, as well as benefit from additional functionality such as the option to post a vacancy when entering a separation or option to post a substitute assignment when entering an absence.

It is important to note that the Talent Division set out to provide more automation and systems improvements beginning in 2015. We have successfully moved most of our processes that were paper-based to an electronic process. However, we have done that by contracting with several auxiliary applications which are necessary to effectively operate. We have had to contract with many systems, work with providers to create data-sharing agreements to move our personnel data from one system to the other. Outwardly it does seem as though the Talent Division has improved our systems and moved away from paper-driven processes. However, because of the amount of systems we have had to implement it is not efficient and at times impacts our reporting data. We look forward to sunsetting four contracts once the implementation is completed and properly tested. This will allow us to move away from the following systems (most

of the savings should occur in the first 6 months after implementation of each related Frontline product):

- Our current substitute system: SmartFind Express - \$35-40k a year;
- Onboarding and open enrollment forms: DocuSign \$70k a year;
- Our electronic evaluation system for Teachers and Confidential staff: TeachBoost - \$130k a year
- Our recruitment portal including applicant tracking and onboarding tracking: Recruit & Hire & Records \$70k a year

There will also be significant cost savings with the potential to capture vacation not accounted for and utilizing more robust procedures for tracking the movement of our staff and substitutes, that is not quantifiable.

Attachment(s) ● Professional Service Agreement/Contract with Frontline Education

Board Office Use: Legislative File Info.	
File ID Number	21-2652
Introduction Date	01/12/2022
Enactment Number	22-0019
Enactment Date	1-12-2022 CJH



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Full Name of Vendor **Frontline Technologies Group LLC dba Frontline Education**) To the extent that any terms in this Agreement conflict with the terms in the attached Order Form, Frontline Master Services Agreement, Implementation Services, Standard Project Services (collectively “Frontline Documents”), the terms in this Agreement shall prevail.

The PARTIES hereby agree as follows:

1. Term

a. This Agreement shall start on the below date (“Start Date”):

Start Date **(November 30, 2021)**

b. The work shall be completed in accordance with the timelines set forth in the Statement of Work (“SOW”) attached hereto as Exhibit A but in no event later than no later than the below date (“End Date”):

End Date **(June 30, 2025)**

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A** and attached Frontline Documents, and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would

be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).

4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. Unless OUSD communicates to VENDOR in writing otherwise, VENDOR shall register with and maintain current information within OUSD's Enrichment Provider database. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or

subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive student data in connection with this Agreement, it agrees to do so only after executing the [California Student Data Privacy Agreement](#) (“CSDPA”), which shall be incorporated by reference into this Agreement upon execution. All confidentiality requirements, including in the CSDPA, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, reports, diagrams, surveys, or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily rendering Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation to be paid shall not exceed:

\$ Not-to-Exceed Amount **(\$2,775,497.48)**.

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - c. Payment for the Services set forth in Exhibit A shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
 - d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. **Invoicing.** Invoices furnished by VENDOR under this Agreement for Services must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were rendered, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory under receipt by VENDOR of such notice.
 - d. To the extent that VENDOR has described how the Services set forth in Exhibit A may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
 - e. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. **Termination.**
 - a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the

- termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
 - c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Frontline Technologies Group LLC dba Frontline Education

Title: General Counsel

Address: 1400 Atwater Drive

City, ST Zip: Malvern, PA 19355

Phone:

Email: billing@frontlineed.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions,

including unemployment insurance, social security and income taxes with respect to VENDOR's employees.

- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
 - (x) VENDOR can negotiate its own rates;
 - (xi) VENDOR can set its own hours and location of work; and
 - (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. **Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise

provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. Testing and Screening.

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. **Fingerprinting/Criminal Background Investigation.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to fingerprint and conduct a criminal background investigation in accordance with Education Code section 45125.1 and, through its execution of this Agreement, VENDOR certifies its compliance with these provisions as follows:

VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all VENDOR's employees,

subcontractors, agents, and subcontractors' employees or agents ("Workers") regardless of whether those Workers are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of VENDOR, who may have contact with OUSD pupils in the course of providing Services pursuant to this Agreement, and the California Department of Justice has determined that none of those Workers has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR has also received and reviewed fingerprint results for each Worker and VENDOR has requested and reviewed subsequent arrest records for all Workers who may come into contact with OUSD pupils in providing services to OUSD under this Agreement.

Notwithstanding this certification, VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal

and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code,

and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation for the Services to be provided as set forth in Exhibit A and as described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement as set forth in Exhibit A.
28. **Indemnification.**
 - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all third party claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the

performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all third party claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
 30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
 31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference.

VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Master Services Contract, the terms and provisions of this Master Services Contract shall govern.

32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government

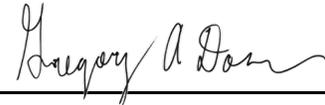
Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLACK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Greg Doran Signature: 

Position: CFO Date: 12/07/2021

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Gary Yee Signature: 

Position: President, Board of Education Date: 1-13-2022

- Board President
- Superintendent
- Chief/Deputy Chief

Approved as to form by OUSD
Staff Attorney Lynn Wu 12/7/21



Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 1-13-2022

EXHIBIT A

1A. General Description of Services to be Provided: *Provide a description of the service(s) VENDOR will provide.*

Add General Description of Services

In 2019, Escape technology was acquired by Frontline Education thereby integrating the Escape ERP with Frontline's Human Resource Management System software solutions. This multi-year, multi-phased project will begin with a pilot approach for several solutions, and over a two-year period incrementally build to a full HRMS solution including Human Capital Management, Evaluation Management, Forms and digital signatures, along with Absence and Time Administration. This implementation will allow Talent to consolidate six current systems to one addressing recruitment applicant tracking to onboarding, leave management, benefits administration, digital records, compensation, position management, substitute services, and offboarding.))

1B. Description of Services to be Provided During School Closure or Similar Event: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

X Yes, services would be able to continue as described in 1A.

1C. Rate of Compensation: *Please describe the basis by which compensation will be paid to VENDOR:*

X Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

Performance/Deliverables **(See Order Form)**)

2. Reserved.

3. Reserved.

4. Waivers: *OUSD has waived the following:*

- Commercial General Liability Insurance
- Workers' Compensation Insurance
- Tuberculosis Screening
- Fingerprinting/Criminal Background Investigation



1400 Atwater Drive Malvern, PA 19355

Customer: **Order Form Details:**

Oakland Unified School District
1000 Broadway Ste 300
Oakland, California, 94607-4099
United States

Contact: Tara Gard
Title: Deputy Chief of Talent
Phone: (510) 879-0202
Email: talent@ousd.org

Pricing Expiration: 12/31/2021
Quote Currency: USD
Account Manager: Kenneth Nunes

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Frequency: Annual
Sale Type: New
Initial Term: 1/1/2022 – 6/30/2025

Pricing Overview **Amount**

One-Time Implementation Fees	\$1,190,999.99
Initial Term Prorated Subscription Fees	\$207,549.98
Annual Subscription Fees	\$1,319,447.51
Optional Annual Strategic Success Planning	\$57,500
Total NTE	\$2,775,497.48

One-Time Implementation Fees Itemized
Description

- Frontline Implementation* (HRMS, Central, Recruiting & Hiring, Absence/Sub & Time, Employee Evaluation Management)
- Data Migration - Employee Evaluation Management
- Frontline Central Artifact Import
- Frontline Single-Sign-On (SSO) Setup
- Custom Virtual Training/Consulting - ERP
- HCM Project Management
- Travel Fees, as Incurred (if needed)

*includes Annual Strategic Success Planning for prorated and year 1 terms



1400 Atwater Drive Malvern, PA 19355

Annual Subscription Fees Itemized Description	Start Date	End Date	Amount
Initial Term (Prorated) Subscription Fees (Invoice 1)	1/1/2022	6/30/2022	\$207,549.98
Frontline HRMS with Recruiting and Hiring Solution (Unlimited User License)			\$129,645.11
Position Management/Control			\$63,112.38
CENTRAL + Recruiting and Hiring			\$66,532.73
Absence and Time Bundle (Unlimited User License)			\$39,034.99
Employee Evaluation Management (Unlimited User License)			
Year 1 Subscription Fees (Invoice 2)	7/1/2022	6/30/2023	\$418,540.05
Frontline HRMS with Recruiting and Hiring Solution (Unlimited User License)			\$261,439.05
Position Management/Control			\$127,270.82
CENTRAL + Recruiting and Hiring			\$134,168.23
Absence and Time Bundle (Unlimited User License)			\$68,634.10
Employee Evaluation Management (Unlimited User License)			
Year 2 Subscription Fees (Invoice 3)	7/1/2023	6/30/2024	\$439,467.06
Frontline HRMS with Recruiting and Hiring Solution (Unlimited User License)			\$274,511
Position Management/Control			\$ 133,634.36
CENTRAL + Recruiting and Hiring			\$ 140,876.64
Absence and Time Bundle (Unlimited User License)			\$92,890.24
Employee Evaluation Management (Unlimited User License)			\$72,065.81
Year 3 Subscription Fees (Invoice 4)	7/1/2024	6/30/2025	\$461,440.41
Frontline HRMS with Recruiting and Hiring Solution (Unlimited User License)			\$288,236.55
Position Management/Control			\$ 140,316.08
CENTRAL + Recruiting and Hiring			\$ 147,920.47
Absence and Time Bundle (Unlimited User License)			\$97,534.75
Employee Evaluation Management (Unlimited User License)			\$75,669.10

1400 Atwater Drive Malvern, PA 19355

Professional Services Information and Annual Success Planning

The Professional Services to be provided pursuant to this Order Form are identified in the Statement of Work. In addition, Customer shall have the option to purchase Annual Strategic Success Planning professional services (Central, R&H, A&T, EEM) for a fixed fee of \$20,000 and the option to purchase Strategic Success Planning professional services (HRMS) for a fixed fee of \$8,750 for either contract period from 7/1/23 – 6/30/24 or 7/1/24 – 6/2025.

Additional Order Form Information

Special Instructions and Additional Terms

Implementation fees of \$1,190,999.99 to be billed in 4 milestone-based installments as follows:

- Invoice 1 \$358,500: upon contract execution
- Invoice 2 \$358,500: upon agreement of the Parties to begin Phase II as set forth in the Statement of Work
- Invoice 3 \$358,500: upon agreement of the Parties to begin Phase III as set forth in the Statement of Work
- Invoice 4 \$115,499.99: upon transition to Frontline Support

In the event that Customer makes a good faith determination, after the completion of Phase II, that the position management/control functionality within Frontline HRMS is not capable of being integrated into the Frontline California ERP, then Customer may notify Frontline that it does not want to implement Phase III. If the Customer determines not to implement Phase III, then Customer shall not be liable for payment of any portion of the implementation fee set forth in Invoice 3 above. In addition, Customer shall be entitled to a credit for any subscription fees (as set forth below) it has paid in advance for the position management/control functionality of Frontline HRMS as of the date of termination of Phase III and shall not be liable for any further subscription fees for the position management/control functionality thereafter. If Phase III is not implemented at the request of Customer, then the Parties shall amend the Statement of Work to address any issue(s) transitioning the solutions provided in Phase I and Phase II to Frontline Support, which will trigger the payment of invoice 4 set forth above.

Position Management/Control Subscription Fees Potentially Subject To Credit/No Charge:

Initial Term (Prorated) (Invoice 1): \$63,112.38

Year 1 (Invoice 2): \$127,270.82

Year 2 (Invoice 3): \$133,634.37

Year 3 (Invoice 4): \$140,316.09

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.



1400 Atwater Drive Malvern, PA 19355

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

Invoicing Schedule	Due Date	Amount
Implementation Fee - Invoice 1, Phase 1:	Upon Contract Execution	\$358,500
Annual Subscription Fee - Invoice 1:	11/1/2022	\$207,549.98
Frontline HRMS with Recruiting and Hiring Absence and Time Bundle Employee Evaluation Management		
Implementation Fee - Invoice 2, Phase 2:	Upon Agreement of the Parties to Begin Phase 2	\$358,500
Annual Subscription Fee - Invoice 2:	8/1/2022	\$418,540.05
Frontline HRMS with Recruiting and Hiring Absence and Time Bundle Employee Evaluation Management		
Implementation Fee - Invoice 3, Phase 3:	Upon Agreement of the Parties to Begin Phase 3	\$358,500
Annual Subscription Fee - Invoice 3:	8/1/2023	\$439,467.06
Frontline HRMS with Recruiting and Hiring Absence and Time Bundle Employee Evaluation Management		
Implementation Fee - Invoice 4:	Upon Agreement of the Parties to Transition to Frontline Support	\$115,499.99
Annual Subscription Fee - Invoice 4:	8/1/2024	\$461,460.41
Frontline HRMS with Recruiting and Hiring Absence and Time Bundle Employee Evaluation Management		

STATEMENT OF WORK



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Oakland Unified School District Frontline HCM

Implementation Services
November 17, 2021



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Introduction

Oakland Unified School District is embarking on a journey of full Human Capital Management transformation for their district. This multi-year, multi-phased project will begin with a pilot approach for several solutions, and over a two-year period incrementally build to a full HRMS solution including Human Capital Management, Evaluation Management, Forms and digital signatures, along with Absence and Time Administration. The focus is to align with a self-service experience online for employees, managers, principals and administration. Where applicable, users will also enjoy a mobile experience. Please note for this Statement of Work we have included the high-level overview of the entire project as well as the HRMS portion. Each of the other solutions has a unique SOW as well and is referenced within this document.

High level phases of implementation:

Oakland HCM – HRMS Roll-out

HCM Phase I: Employee Self-Service for Benefits(Central) : Pilot Absence/Time/EEM
(Begins-12/10/21)

2021

- 1 Evaluation Mgmt. (EEM) with Pilot Group
- 2 Absence Configuration with Pilot group
- 3 Central Forms & Workflow : Benefits & Onboarding Enrollment

HCM Phase II: Central and Employee Self-Service Central/Absence/Time/EEM
(Begins-2/1/21)

2022

- 4 Time(Pilot group)
- 5 District-wide Employee Self-Service: Absence, Time, Eval, Central Forms
- 6 HRMS Position Mgmt. Recruiting & Hiring, Evaluation

HRMS Phase III: HRMS Position CTL & Benefits Administration
(Begins-10/1/22)

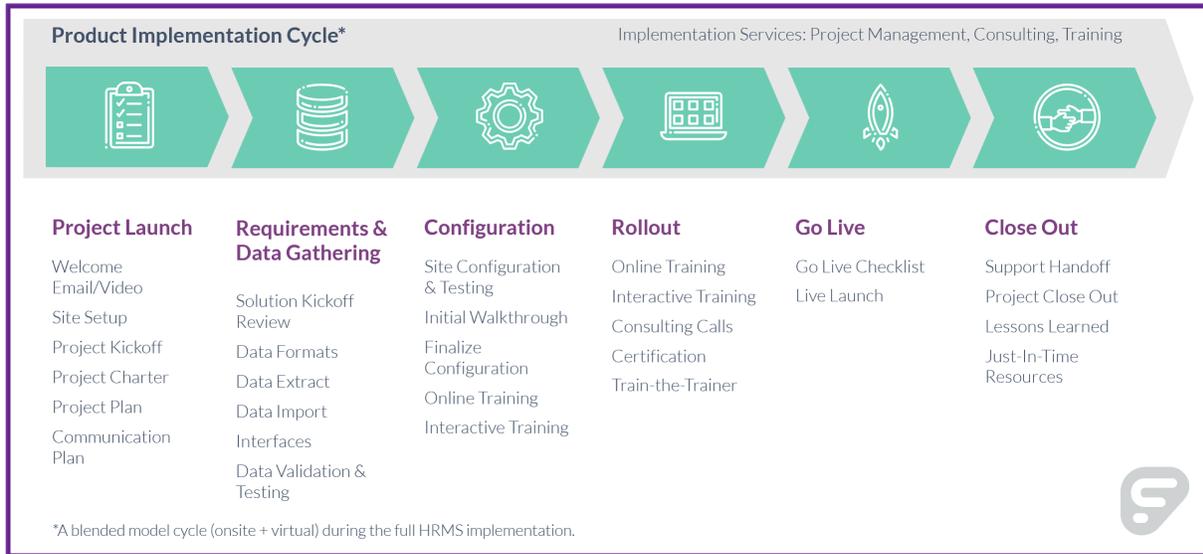
2022/23

- 7 Benefits Administration – Life events go-live 3/1/23
- 8 Open Enrollment go live 4/1/23



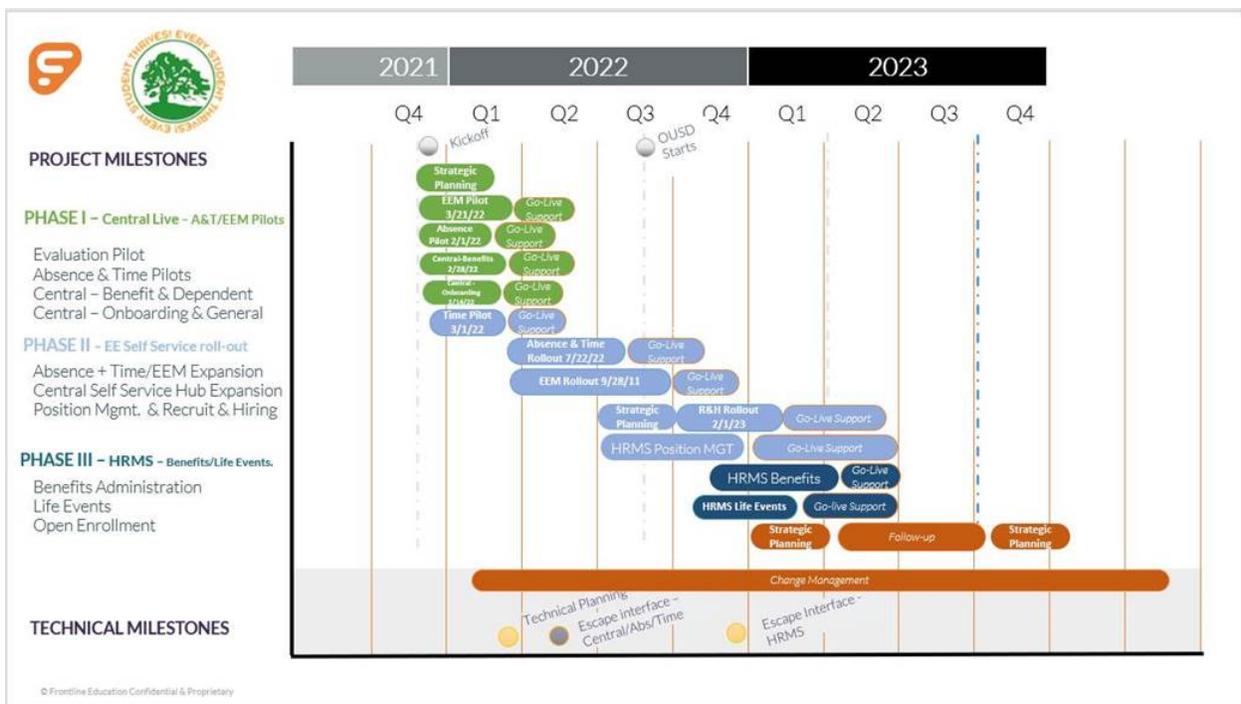
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Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. A phase-gate project model is incorporated with distinct phases and milestone checkpoints, leading through go-live and project completion.



Approach

The Evaluation, Absence and Central implementations will begin first in the fall of 2021. The Evaluation and Absence implementations can be done concurrently and will focus on a pilot group. Frontline Central will begin December of 2021 with the goal of being operational in time for open enrollment configuration in May 2022. Frontline has included the additional services to configure 100 forms as part of the Central project for this timeline. The full rollout of Absence with the addition of Time and Attendance will be targeted for mid-2022. Full evaluation will be slated for mid-2022 as well and can be implemented concurrently with the other solutions. The HRMS implementation will be targeted to begin in late summer 2022 and is a prescriptive approach that consists of key business processes such as People Management, Vacancy Management and Position Management in HRMS, along with Recruiting and Hiring for posting and managing of candidates. This incremental approach will allow Oakland an uplift of functionality throughout the almost two-year timeframe and provide value along the way to critical business processes that need improvement at the district. This approach will yield a comprehensive suite of solutions that will be supportable and will deliver new functionality across the entire Human Capital Management initiative within Oakland. A proposed timeline visual of the multi- phased approach is included below:



Phase I:

Phase 1 - HCM SOW - for Oakland USD

- **Phase 1 -HCM Services: Central Implementation – (Start Date 12/10/21 * Target Go-live 2/22)**
 - Strategic Planning
 - Consulting to configure 100+ Forms and Workflows
 - Consulting to configure Life Events and Open Enrollment Benefits Forms Routing & form data extract if needed
 - Consulting guidance on Credentials Forms & Reporting (employees pending credential and other district defined credentials)
 - Artifact/Digital Document Import Services
- Phase 1 -ERP & Project Mgmt. Services: Escape Configuration (Start Date 12/21*Target Go Live 2/22)
 - Import from Escape to Central nightly (Standard Central Feed)
- Phase 1 -EEM Implementation (Start Date 11/21 * Target Go Live Pilot Group 1/22, Full Roll-out 7/22)
 - Conversion guidance into EEM template
 - Standard EEM Implementation
 - Historical Evaluation Digital Document Import Services
- Phase -1 -ERP Services & Project Mgmt.: Absence/Central Export to EEM Configuration (Start Date /21*Target Go Live 1/22)
 - Consulting for EEM Configuration, Absence/Central employee export of EEM Data
- Phase 1 -Absence Mgmt. Implementation (Start Date 11/21 * Target Go Live Pilot Group 1/22)
 - Conversion guidance of data into Absence Templates
 - Consulting for configuration and testing
 - Consulting for initial configuration and testing of employee data import from Escape and Absence Data Export to Escape
- Phase 1 - ERP Service & Project Mgmt. - for Absence Data Exchange- (Start Date 11/21)
 - Consulting for configuration mapping and testing of data export from Escape

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- The **Frontline Platform** enables a common and accessible user experience across Frontline applications, as well as a mobile app and national data benchmarking capabilities. The client’s data will not be directly or indirectly identified by other Frontline Platform users. Data will enable the Client to benchmark the District in comparison against national norms year over year.
- **Pilot Evaluation Management** enables a consistent measurable experience for transparency into the workforce measurements of talent. Configurable templates and workflows align with Oakland’s growth-focused evaluations, and link results to professional goals. We have also included in scope an import of the historical documents for evaluation management.
- **Pilot Absence Management** provides life cycle management of absences and placement for employees, subs, principals and administration to be on the same page. Mobile and web-based solution to allow an employee to see their leave balances, request leave or initiate a last-minute absence, automation and proactive notification to substitutes of available slots, and a reconciliation process to streamline the process for audit and automated updates for leave and payroll purposes.
- **Pilot Time & Attendance** updates right from the absence solution into the timesheet for both employee leaves and substitutes for payment. In addition, mobile clock in/out, multiple position entry, and scheduled time defaults are all helpful specifically designed for K-12 attendance needs. Employees may have different templates to support the wide variety of groups and their unique needs for time collection.
- **Frontline Central** will be leveraged for online benefits enrollment for May 2022. This will be the initial focus for the implementation. Long term usage can be expanded for other online digital

signatures and acknowledgements, and other client configurable forms and workflows. There is an additional statement of work for the historical artifacts for uploading historical documents as part of this implementation.

Phase II:

Phase 2 - HCM SOW - for Oakland USD

- Phase 2 -Time Mgmt. Services & Project Mgmt. - (Start Date 2/1/22* Pilot Group Go Live 3/15/22 ; Target Full Go Live 7/22)
 - Consulting guidance to configure and test Timesheet Workflows
- Phase -2 ERP Services & Project Mgmt. - for Time Data Exchange-(Start Date 1/22* Target Go Live 3/1/22)
 - Consulting for configuration and testing of employee data export from Escape
 - Consulting for configuration and testing of time data to Escape
- Phase 2 -HCM Services & Project Mgmt for : Fall 2022 Roll-out Employee Self Service: Absence, Time, EEM s (Start Date: 4/22 Go Live: 7/22)
 - Consulting to configure on 20+ Forms and Workflows for Onboarding & Annual Forms
 - Project Management for Employee Self Service Roll-out Strategy: Absence/Time/EEM/Central: Project Tracking, Change Management *Optional*
 - Project Management for build out of launch package training content, training support * Optional*
- Phase 2 - HCM Services & Project Mgmt. for R&H (Start Date 11/22* Target Go Live 3/1/23)
 - Consulting for Configuration of Recruiting & Hiring
 - Conversion from Talent Ed(PowerSchool)
- Phase 2 -HCM Service - HRMS - (Start Date 8/22* Target Go Live HR/Core 1/23)
 - Strategic Planning for HCM Phase 3 -Rollout
 - Position Management Implementation(Connect with R&H for hire actions automation/onboarding)
 - HR Processing
- Phase -2 -ERP Services & Project Mgmt. : Escape-HRMS Configuration
 - Consulting for configuration mapping and testing on HRMS -Escape Data Exchange
 - Data to include employee and employment data, not configuration data

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- Full expansion of Evaluation Management
- Full expansion of Absence and Time
- Expansion of Frontline Central Forms for onboarding and signatures/other use cases
- **Proactive Recruiting** equips HR and hiring managers with tools to find qualified and active job seekers, including those who have expressed interest in working in state, and provides the ability to build engagement campaigns to encourage top talent to apply
 - Easy to use and elegant user experience—fully digital with completed forms stored on the employee record
 - Speed time from job offer to completed paperwork; saving time, money and protecting acquisition of top talent
- **Applicant Tracking**, in its natively integrated HRMS & Recruiting configuration, ensures Client will be on a platform to leverage a best of breed talent management system
 - Hire into vacant and allotted positions, with data such as certifications, licensure, and education experience captured in the applicant process transferring to the employee record
 - Leverage SSO and simple application switching to other Frontline solutions
 - Track Client's recruiting and hiring KPIs against districts across the nation; by state, size and geographic makeup (suburbs, urban, etc.)
- **HRMS: Employee System of Record – Employees and Position Management** empowers both the central office and site leaders with employee management data and tools
 - Position Management: Site and department leaders receive native tools for real-time access to information

- Organization Positions – provides insight into both direct and indirect reports
 - Vacancy Management connection with Recruiting and Hiring
 - Employee Roster – includes quick access to credentials (certifications and licensure), assignment history, years of experience, birthdays, emergency contacts, and more
 - Flexible role-based dashboards provide site leaders and department heads with access to relevant position and personnel KPIs
- Robust employee record management for the central office, specific to K-12 industry
 - Certifications, licensure, and education experience captured in the applicant process transfer to the employee record; expirations can trigger notification to employees for renewal
 - Connection with Escape for positions and people information. See detailed documentation for enhanced integration coming in 2021/22.
- **Applicant Tracking**, in its natively integrated HRMS, ensures Client will be on a platform to leverage a best of breed talent management system
 - Hire and validate into vacant positions, with data such as certifications, licensure, and education experience captured in the applicant process transferring to the employee record
 - Streamline hiring processes with relation to management of candidate pipelines and stages, interview automation and hiring manager enablement and collaboration
 - Track Client’s recruiting and hiring KPIs against districts across the nation

Phase 3 -HRMS -SOW for Oakland

- Phase -3 HCM Services – HRMS –Life Event (Start Date 10/22* Target Go Live 3/23)
 - Configuration & Consulting to Setup Life Event Workflow
 - Current Escape Integration to Vendors remain (No HRMS Vendor Reporting needed)
- Phase 3 (Final) – HCM Services - HRMS – Open Enrollment (Start Date 1/23 * Target Go Live 5/23)
 - HRMS Consulting for Benefits Administration -Open Enrollment
 - HRMS Consulting for Benefits Reporting for Providers will continue out of Escape at this time
 - SOW: The process will be to leverage the mass term feature in Escape and mass add from Excel be used for open enrollment.
 - SOW: There is not a dependent upload at this time and will not be planned for May 2023. This process will require manual entry from HRMS into Escape
- Annual Success Planning for all HCM Modules (HRMS/Central/R&H/Absence-Sub & Time Mgmt./ Eval Mgmt.) (7/23 & 7/24)
 - Evaluation & Planning Meetings with respective Consultants for each module of HCM Platform to align the following with the OUSD Leadership Team: Vision for success, Desired future state, Organization culture
 - Overall SMART Goals and associated Success Plan
 - Strategy to support: Cross-functional collaboration, Communication, Change Facilitation & Change Management
 - SCOT Analysis to identify success elements and mitigate risk.

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Phase III:

- **Benefits Management** enables Client to maintain control with the increased flexibility of a self-service employee portal. Set up the benefits plans and assign the rules for eligibility required for employees to select and enroll in benefits packages online.
 - Health; Dental; Vision; Voluntary Life
 - Manual entry of data from HRMS will need to key to Escape initially
 - Possible use of the Mass Termination process and excel upload of coverages for employee enrollment
 - Reporting out of HRMS of dependent listing for manual entry of dependent data into Escape

- Benefit part time rate table will be configured as an attachment to the power point slide and not configured as costs in the HRMS system. The html templates will be the plan.
- The six month eligibility for a group of employees is planned to be configured as a separate benefit folder configuration. This was discovered in early sessions with Leslie on Benefits Administration.

Strategic Success Planning

As part of our continued commitment to Oakland’s success, we have included our Strategic Success Planning program throughout the multi-phased implementation. With Strategic Success Planning, we bring key stakeholders together with a Frontline facilitator to generate alignment and build strategic plans to ensure implementation success and maximum impact of the initiative. This process will be deployed before the implementation at OUSD to ensure continuity and the ultimate success of the program.

Outcomes:

- Alignment within the district Leadership Team, related to:
 - Organization culture
 - Vision for success
 - Desired future state
- Overall SMART Goals and associated Success Plan for the initiative
- High level strategy to support:
 - Cross-functional collaboration
 - Communication
 - Change facilitation & management
- SCOT Analysis to identify success elements and mitigate risk

Sample Agenda:

PART 1:

Setting the Stage: Preparing for Success

- Readiness Meeting for Organization Executive Sponsor(s) and Facilitator
 - 45 minutes: Real-time via Zoom
 - Purpose: Ensure alignment on the “SSP 4 Ps”: purpose, participants, process, and preparation
- Preparation for the Leadership Team
 - 60-90 minutes: asynchronous via Padlet
 - Purpose: Activate and capture the team’s collective thinking in four key areas, in order to maximize time together during the sessions
 - Solutions Preview
 - Change Management
 - Organization Culture
 - Collaboration Disciplines

PART 2:

Coming Together: Planning for Success

Four facilitated virtual sessions (Live or via Zoom)

Session 1	Session 2
Session 3	Session 4

<ul style="list-style-type: none"> • Check-in • Refine Vision Statement • Review Change Management Strategy • Set Leadership Team Goals • Set Functional Team Goals • Application 	<ul style="list-style-type: none"> • Check-in • Finalize Communication Plan – Whole Team, Functional Teams • Finalize Vision Statement • Finalize SMART Goals • Next Steps
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PART 3:

Propelling Action: Bridging to Implementation

- Touchpoint Call for Organization Executive Sponsor(s) and SSP Facilitator
 - 30 minutes: Real-time via Zoom approximately one week after Session 4
 - Purpose: Review Vision, draft Goals/Strategic Plan, Organization Themes, and other SSP results to prepare to share specific outcomes during the Kick-off with the larger team
- Kick-off Call for Organization and Frontline Project Teams
 - Up to 2 hours: Real-time via Zoom or in person, approximately one-two weeks after Session 4
 - Purpose: Ensure common understanding across the Organization and Frontline Teams and to connect the SSP outcomes to the tactical Project Plan to support alignment and inform Implementation

Project Governance

Governance Objectives

A strong governance structure overlays roles and responsibilities to the project management plan, providing complete transparency regarding who will do what and when. Frontline has embedded procedures within our implementation methodology, so that defined controls alert the key stakeholders if problems arise or if scheduled targets are missed. Having this risk management capability, at the highest levels of the project, provides assurance that there is a system of checks and balances, and that the teams are meeting expectations.

Governance Objectives

Establish strong joint governance at each level

Define detailed governance model within the first two weeks; execute rigorously



Define an escalation path

Identify one senior project sponsor to chair governance board and serve as a "tie breaker"



Enable rapid decision-making and commitment to action

Execute Decision Framework to ensure effective decisions are made "at pace"



Facilitate clear and transparent communications

Engage the correct decision makers and facilitate decision making



Set accountable project resources

Assign resources who have the knowledge, skill, and support to perform their role



Empower project team members to make decisions

Ensure leadership and project decision makers are aligned with program vision and business drivers



Project Governance Methodology

Frontline's Project Governance approach refers to the end-to-end framework for managing the overall project. In close collaboration with you, we guide and facilitate the flow of work through your organization, while facilitating the right visibility and controls to minimize risk. Our approach provides a comprehensive, consistent method of controlling the project and positioning it for success, by following clearly defined monitor and control procedures.

Our team will provide ongoing monitor and control activities and deliverables for the duration of the project to keep the project on track. These activities provide a view into the health and progress of the project so that management can take effective, efficient, and timely actions when the project's performance deviates from the plan or when a proactive measure to manage risks is required.

Risk & Issue Management

The Risk and Issue Management Plan processes help to identify risks to the project, how those risks may be responded to and how mitigation plans can be outlined and controlled. Examples of risk include loss of a critical resource, technology changes, dependence on a third party, project sponsorship or management changes.

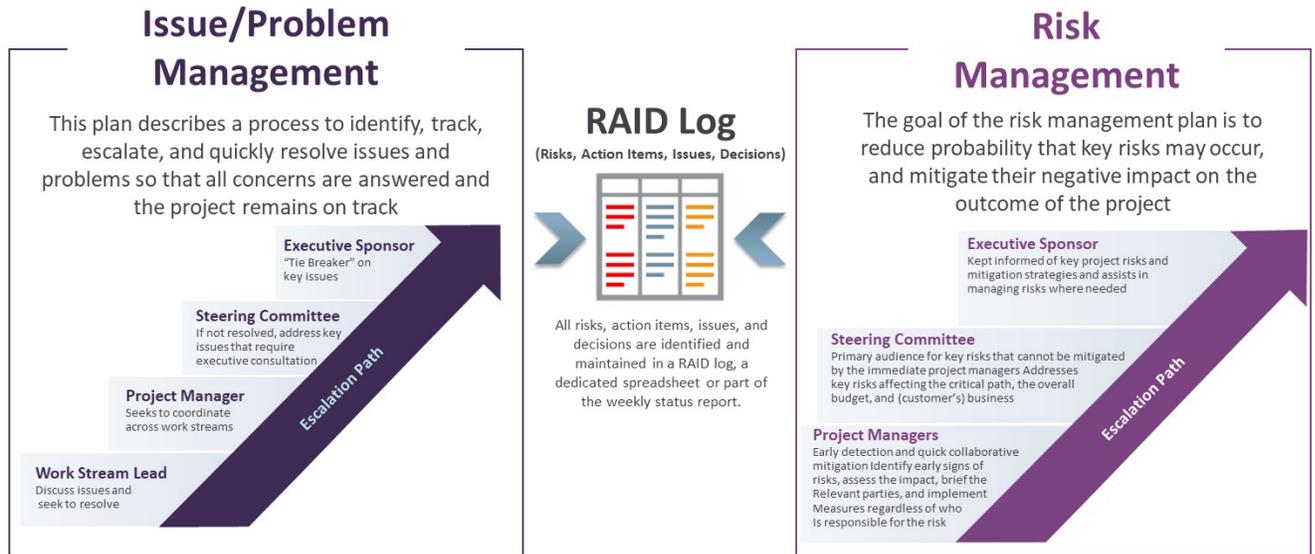
Risks are identified during project planning and are tracked and managed using the RAID log. As the project is underway, additional risks may be identified and will be added to the RAID log, classifying the risk based on probability and impact to the overall project and developing mitigation and response plans, where appropriate.

The RAID (risk, action, issue, and decisions) log is the primary tool used to log project issues; including issue details such as, opening and closing dates, owners, status, priority, actions and resolutions.

In some cases, the resolution to an issue may require a project change and those changes will be managed via our Change Management Process.

The governance structure will address issues and risks to the project. The following diagram illustrates the path to be followed for each.

Issue and Risk Management



Project Planning

Frontline understands that effective project planning lays the foundation for a successful implementation and is vital to reducing risk. We develop detailed project plans for every implementation that establish objectives and outcomes with a clear schedule of deliverables for both Frontline and client stakeholders for each stage of the project.

Upon initiation of the project, Frontline will work with the Client project leaders and other key stakeholders to identify and document all key project components and project team members. As detailed below, various stakeholder and work groups will be established and will work collaboratively to refine and finalize project plans for each program component including all timelines and milestones. These plans will be prioritized into an overall program plan representing the multiple workstreams that are part of the Client HRMS and Recruiting deployment.

Communication Plan

Timely and accurate communication is critical to the success of any large-scale project. All Frontline projects are supported by a Project Dashboard that will be available to Frontline and Client project teams at all times – providing a single repository for the project.

The dashboard will be used to guide recurring project status meetings – eliminating the need for point in time project status reports.

Communication Strategy

The following strategies will be followed in the development of communications for the project

- Develop communications synergies between Frontline Education and the Client to ensure uniform communications. This includes identifying key communications partners in each functional area to help deliver project communications and assist in setting up appropriate and timely delivery channels.
- Adopt and institutionalize a predictable and repeatable strategy to deliver an expected consistent and concise message about the project.
- Leverage executive leadership in communications (Executive Sponsorship, Executive Steering Committee)
- Partner with Client employee communications (where applicable) to socialize the Project across the business through various means as agreed to by project leadership.
- Target information according to the various audiences within the organization and its relevant constituents.

Frontline will work with the Client to support the communication process by providing information on the project, its progress, and related data needed to create their outbound communications.

Project Scope Change Management

During a project, information or situations may come to light that were not identifiable when the project initiated. As a result, it may be necessary to make alterations to the course of the project, either to scope, time or cost, or some combination of the three, along with potential change to the mechanics of how the project is delivered. In such instances, to ensure that the program or project is authorized to change from the originally documented scope, a project change management process must be implemented. This process enables a systematic approach to obtaining visibility to request changes, identifying the process by which changes are introduced into the project, and how those changes are evaluated and either authorized or rejected as part of the Project Management Methodology.

Projects are driven to obtain specifically defined results, which are guided by the stated goals and objectives of the project from its outset. As part of the process to obtain defined results, projects must be planned and structured according to strict guidelines that facilitate communication, direction and attainment of the stated project goals. If proposed or needed changes to the original project plan do not follow the project framework structure, chaos will inevitably result. Frontline's Project Change Methodology is built to enable appropriate inclusion of changes as needed, while ensuring that project metrics, communications, and deliverables are appropriately included in the change process.

Project Scope Change Request Form

The Project Change Request Form is the document that provides the formal framework for identifying, informing and submitting potential changes to the defined project. Changes can vary from relatively minor items to those that will significantly alter any or all the triple constraints of scope, cost or time. They can also be requests to modify policies, procedures, plans, or processes, requests to modify expenditures, and requests to update or modify schedules. One constant throughout the change request process is that a change request must be made formally, via the Project Change Request form and that impactful changes are not to be implemented until they are formally approved as described in the steps below.

Project Change Submission and Approval Steps

Step 1 – Identification of the Change:

At any time during the project, any stakeholder of the project may be in a position to seek, recommend, or even require a change to the current course of the project. In this first step, the stakeholder requesting the change must notify the Project Management team of the situation. Included in that notification must be:

- Details of what the requested change is
- Why the change is being requested
- If known, what are the impacts to the project's current state, including scope, cost and time
- Details of the impact to the project's currently defined results if the change is not pursued

Step 2 – Formally Documenting the Change:

Once the Project Management Team obtains the information in Step 1, they must then use the Project Change Request Form to document the requested change. If the stakeholder requesting the change is unable to provide information for any of the requirements in Step 1, it is the Project Manager's job to research and

define those informational items during Step 2. If the Project Manager is unable to complete the research required to provide full information as required in the Change Request form, the Project Manager will inform the Exec Sponsor and Project Leadership that there is an incomplete Change Request that is stalled in the process and will seek guidance from the Exec Sponsor as to whether Change Request should be tabled until more information is available, sent forward through the process, or halted due to lack of information.

Step 3 – Analysis of the Change:

Upon agreement within the collective Project Management Team that the Change Request should continue to move forward in the process, the Project Managers will meet with relevant Subject Matter Experts (SMEs) to analyze the viability of the requested change, whether the impacts documented are comprehensive, and whether the estimates for effort, cost, and duration are adequate. Once these analysis efforts are completed, the Project Manager will then update the Change Request form as necessary and prepare it for the next step.

Step 4 – Submission to Exec Sponsor and Change Request Log:

Upon completion of Step 3, the Project Manager will formally submit the Change Request form to the Exec Sponsor in the format they establish (email, project repository, etc.). The Project Manager will also notify the Exec Sponsor that the Change Request has been officially submitted, which then will prompt the Exec Sponsor to acknowledge receipt of the change and the anticipated timing to go through the remaining steps of the process. Simultaneously, the Project Manager will document the Change Request into the Change Request Log, which should be kept in the Project Repository.

Step 5 – Exec Sponsor Review:

At the designated time, the Exec Sponsor will convene to review the Change Request. The review process includes not only having the Exec Sponsor members review the information in the Change Request form, but they may also interview the Project Management Team and relevant SMEs to help inform the decision-making process. The Exec Sponsor will designate from whom they require additional information about the change, and how much time they may require making the final decision about action on the change request. The Project Manager may influence the timing of the decision by informing the Exec Sponsor of critical path elements of the project that could be negatively impacted by delayed decisions on the part of the Exec Sponsor.

Step 6 – Approval or Denial:

Once the Exec Sponsor has all required information, they will determine whether to approve and enact the requested Change or deny the Change. If the Change Request is approved, the Exec Sponsor's designated leader will then formally sign and date the Change and return to the Project Manager, thus notifying the Project Manager of the decision and authorization to move forward with implementing the Change. If the Change Request is denied, the Exec Sponsor will provide either recommendations on how to resubmit the Change if there is merit to the basis of the Change, or they will detail why the Change was not approved. They will then formally communicate the denial of the Change to the Project Manager. At this point, the Project Manager will need to document the decision in the Project Change Log and file it in the Project Repository.

Step 7 – Implement the Approved Change:

Upon receipt from the Exec Sponsor of the approved Change Request, the Project Manager will then execute the Change by adding the Change details into the WBS, informing all relevant project team members that the Change has been approved, and then enveloping the Change into the body of the overall Project effort. This includes updating the Project Plan as required, assigning resources, effort levels and timelines to the change, then updating all required documentation so that the Change is formally incorporated into the flow of the project. Finally, the Project Manager will formally communicate to the full Project Team relevant information to facilitate their transition to the approved Change.

Learning & Consulting Methodology

Frontline GO! is our client services methodology, based on our Client Experience Lifecycle, designed to ensure consistent, cohesive services and support for our clients. Our goal is to empower our clients, as individuals and their entire education organization, to achieve maximum impact with our solutions, aligned with clear success criteria. Our approach to all client learning (implementation, training & support) we provide includes these core components:

Setting the Stage:

- Learning Outcomes
- Aligned Agenda
- Personalized Path

Facilitating the Learning

- Clear Purpose
- Collaboration
- Connections
- Touchpoints

Propelling Action:

- Reflection & Application

Each of our consultants will follow this consistent approach throughout the implementation and training sessions, and subsequently in post-implementation services and support. We measure successful Learning, Consulting and Training by achieving the targeted outcomes defined and the ability to use the new solution successfully.

Project Team Organization

A strong Project Team will be integral to the successful management of this project. The team structure will align appropriate levels of Frontline managers and consultants to your management team and staff in a manner proven effective in other large-scale implementation projects.

Frontline prides itself on the direct involvement of key members of our Executive Leadership Team within our strategic implementations. Their involvement allows for direct decision-making, eliminates delays, and ultimately leads to quicker and smoother implementation cycles for our clients.

Together, Frontline and the Client will form a closely integrated team - aligned cross-functionally and cross-organizationally to support the success of the project.

Frontline's recommended team structure - outlined below - identifies the type of personnel that are commonly involved with the project. It should be anticipated that other personnel will be involved based on the client organizational structure and on an ad-hoc basis to provide specific insights, knowledge or support as the project moves through its different phases.

The Frontline Project Team membership will include members of Frontline's Executive Leadership, implementation/business analysis, technology configuration, testing, infrastructure, reporting, data conversion and data exchange, training and support Teams. Frontline recommends the Client team included representatives from the user, technical and leadership communities and outside stakeholders as necessary.

In selecting your project team members, the following qualifications should be considered:

- Ability to make decisions
- Ability to work well under pressure and in a professional manner
- Clear understanding of the desired constituent experience and desired business outcomes
- Detailed knowledge of their functional area and critical business processes
- Ability to listen and value input from all participants
- Committed to clear and shared project goals
- Ability to work as a team and to interact on a regular basis to accomplish specific tasks

These Frontline and Client teams will be jointly responsible achieving the defined and agreed project scope. They will work from a constituent-centered view to ensure that the system is implemented in a timely manner, integrated with other software applications seamlessly, and well-trained users are able to use the system effectively.

Frontline Project Team Roles

Executive Sponsor

The Client will be assigned an Executive Sponsor – from the Frontline executive leadership team – to liaise with your senior leadership, act as project champion, and drive overall success of the program.

The Executive Sponsor will provide focus and oversight to the project while building the executive relationship between Client and Frontline and will participate in Executive Steering Committee meetings to review project progress, and significant risks and issues as needed.

Project Manager

An implementation project management resource will be assigned to coordinate all planning, communication, scheduling, risks, project reporting and ensure project success.

- Acting as the day-to-day point of contact for the Client project team to ensure on-time delivery of the Frontline project deliverables
- Managing the implementation project plan and project dashboard for ongoing project status reporting, and conducting recurring Project Status Meetings
- Partnering with Client project team to maintain RAID log, tracking risks, issues, action items, and key project decisions
- Managing and tracking project scope change requests as part of the project change management plan
- Partnering with the Client project team to develop on the training schedule and communication plan

Implementation Consultants

Implementation consultants will provide subject matter expertise and will serve as the primary point of contact for all functional and system configuration work, lead consulting and training activities, as well as become the primary means of support during the initial go-live period.

Implementation Consultants responsibilities include:

- Partnering with Client in conducting Discovery and Requirements Gathering sessions
- Conducting configuration, consulting, training, and work sessions as defined by the project plan
- Partnering with the Client project team to perform unit testing and UAT as defined by the project plan
- Contributing to RAID log to track risks, issues, action items, and key project decisions
- Providing support following go-live and transition to Frontline Support through the Support Handoff meeting

Technical Services Specialists

Technical services specialists will partner with the Client Technical Specialists to ensure all data exchanges are developed and thoroughly tested. In addition, they will be assisting with data conversion and imports.

Technical Services Specialists responsibilities include:

- Importing data provided in Frontline specified formats per the project plan, and Client project team to identify and resolve data anomalies
- Partnering with Client technology team, Payroll solution SME to plan, execute, and confirm data exchange, contingent on Payroll/ERP system being able to consume data from the Frontline solutions

Client Success Manager

As a value-added service, Oakland will also receive a dedicated Client Success Manager whose responsibility is to:

- Facilitate a plan for the success of Frontline solutions at Oakland.
- Facilitate regular (usually monthly) meetings with key strategic stakeholders to ensure success around the plan and its objectives.
- Act as a point of escalation for key issues that are not getting appropriate attention or efficient or effective response from Frontline Technical Support or other areas of Frontline.
- Help ensure effective communication when product updates, enhancements, and other changes are forthcoming.

- Organize high-level annual business reviews to evaluate the use and success of Frontline solutions at Oakland.

Client Project Team (Core Roles)

As with the Frontline Project Team, the Client will also have specific roles that will be required to execute a successful project. Below are the roles Frontline is recommending for Oakland to provide for project success:

Executive Sponsor

The Executive Sponsor provides focus and oversight to the project while building the executive relationship between Client and Frontline, ideally Superintendent, Assistant Superintendent of HR, CFO, etc.

The Executive Sponsor will work with all relevant parties to expedite and resolve issues that require the highest executive level involvement, such as contract amendments and scope adjustments. The Executive Sponsor will serve as project champions to promote the visibility and credibility of the Program.

- Provides leadership and promotes project goals within the organization ensuring necessary resources are available
- Participates in Executive Sponsor meetings with Frontline Executive Sponsor/Steering Committee to review project progress, and significant risks and issues as needed
- Serves as a point of escalation beyond the Client Project Manager, if needed.
- Promotes Organizational Change Management in support of project success

Project Manager

The Client Project Manager will oversee the implementation and execution of all project-related activities, while ensuring the successful completion of each phase and related activities to reach the project milestones successfully.

Additional responsibilities include

- Acts as the primary project contact responsible for client-side communications, scheduling, deliverable tracking and advancing the project according to plan
- Works collaboratively with Frontline Project Manager to ensure that the project remains on track and risks are identified and mitigated early
- Ensures timely completion of Client project tasks and action items as identified by Project Plan and RAID log
- Partners with Frontline Project Manager and project teams to maintain RAID log, tracking risks, issues, action items, and key project decisions., and works collaboratively with the Frontline Program Director to mitigate risks and resolve issues
- Partners with Frontline Project Manager on Project Communication Plan, cascading project communications to the Executive Sponsor, Client project team and project stakeholders
- Partners with Frontline Project Manager on training schedule, identifying attendees, availability, and attendance for training sessions

Implementation Process Owners

Working closely with the Frontline Implementation Consultants, the business process experts will be responsible for the following:

- Define organizational policies and answering policy-based questions and or clarifications
- Understands business requirements and can provide guidance about the future direction of the business area
- Responsible for identifying business impacts and deciding on configuration options in a timely manner
- Provides and coordinates functional support after the project go-live

Functional and Subject Matter Experts

Working closely with the Frontline Implementation Consultants the subject matter experts will be responsible for the following:

- Provide specialist business process knowledge
- Responsible for configuration decisions and execution of test scenarios
- Ensure configuration and supports business impacts review
- Responsible for data validation

System Administrator(s)

Working closely with the Frontline Technical Team the system administrators will be responsible for the following:

- Responsible for day-to-day operations, upkeep of system, and user management.
- Create/edit/delete new records, packets, and forms
- Sending/tracking/completing forms
- It is common to additionally have functional area system owners (e.g., recruiting, hiring and onboarding, compensation, etc.) who can define current policies, processes, and business needs
- Timely completion of project tasks and action items in support of the project plan and schedule
- Partners with IT Department and Frontline Consultant to verify data imports and data exchange

IT Department

Working closely with the Frontline Technical Team the Client technical team will system administrators will be responsible for the following:

- Maintain user access, security and workflow
- Ensure Frontline Education domains/IP addresses have been incorporated into any firewalls and/or spam filters
- Responsible for updating whitelist from Frontline
- Provide technical support in instances where local network/technology configurations impact usage of our solutions
- Subject Matter Expert for the implementation - including requirements, testing and go-live Support

Frontline Work Methods

Project Management, Training & Consulting

Frontline implementation projects are consultative at their very heart, and each of these elements are embedded throughout the duration of the project.

- Project Kickoff Call
- Business Process Review: Analysis of internal process for a Client's onboarding process and best practices recommendations to optimize system functionality.
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote and onsite training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users.
- Self-paced courses for Frontline Recruiting & Hiring and Frontline Central with completion and assessment reports to confirm knowledge transfer.
- Role-based Learning Center: ongoing, anytime access to knowledge base articles and videos available to all district staff.
- Project Status Calls: periodic project status calls throughout implementation to review progress to the project schedule.
- Onsite working sessions for HRMS incorporating elements of configuration and training.
- Project Close Out Call

Training

An experienced Frontline Education Project Manager will partner with Oakland's project team to successfully plan and manage the implementation process. The Frontline Education project team is with you every step of the way, and we work with you to successfully manage your implementation. Expert Implementation Consultants will guide you through gathering requirements, configuring the system to meet the needs of your district, and testing your processes.

Our implementation offering is a blended model that includes a combination of remote and on-site training, supplemented by online learning materials. Your project team will gain familiarity with our solutions for implementation, ongoing administration, and collaborating with Frontline on training end-users. Training is supplemented by ongoing, anytime review via our role-based Learning Center, full of detailed knowledge articles, videos, getting started tips, FAQ's, and seasonal checklists. Once you are fully using the system, our Technical Support team will assist with additional questions and/or feedback you may have.

Training Plan

The Frontline training plan will include the following elements/methods to accommodate the training needs of Oakland Unified School District:

Phase/Product	District Admin	Campus Admin	Employees
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<p>Phase I (Pilot):</p> <ul style="list-style-type: none"> • Evaluation Management • Absence • Central (Forms) 	<ul style="list-style-type: none"> • Remote Consultation Sessions during configuration phase • Remote instructor-led training sessions on functionality • On-site consulting for key project phases* 	<ul style="list-style-type: none"> • Live remote training sessions conducted in webinar format and recorded for distribution 	<ul style="list-style-type: none"> • Recorded training sessions on key functionality for distribution to employees • Training Materials on key functionality for distribution as reference
<p>Phase II:</p> <ul style="list-style-type: none"> • Time (Pilot) • ESS (Absence, Time, Eval, Forms) • HRMS • Recruiting and Hiring 	<ul style="list-style-type: none"> • Remote Consultation Sessions during configuration phase • Remote instructor-led training sessions on functionality • On-site consulting for key project phases* 	<ul style="list-style-type: none"> • Live remote training sessions conducted in webinar format and recorded for distribution 	<ul style="list-style-type: none"> • Recorded training sessions on key functionality for distribution to employees • Training Materials on key functionality for distribution as reference
<p>Phase III:</p> <ul style="list-style-type: none"> • Benefits/Open Enrollment 	<ul style="list-style-type: none"> • Remote Consultation Sessions during configuration phase • Remote instructor-led training sessions on functionality • On-site consulting for key project phases* 	<ul style="list-style-type: none"> • Live remote training sessions conducted in webinar format and recorded for distribution 	<ul style="list-style-type: none"> • Recorded training sessions on key functionality for distribution to employees • Training Materials on key functionality for distribution as reference

**Onsite training subject to change due to COVID restrictions and will occur when mutually agreed upon.*

Training Considerations

A more detailed training plan and schedule will be produced in conjunction with Oakland USD during the initial discovery phase of the implementation project.

System Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities.

The system is collaboratively designed and built out over the course of multiple configuration calls and follow up actions. Natural spaces are planned in the project cadence for review and acceptance of configuration for individual data elements and pieces of functionality. Reference materials with step-by-step walk throughs are provided to help validate system is functioning to accomplish desired goals. Onsite working sessions are established at various checkpoints to finalize configuration and solidify learning. Final

User Acceptance Testing materials are provided to help both the Frontline and Client project teams walk through and ensure integrity of system configuration as planned.

Decisions made regarding configuration are to be validated by the client. Post implementation configuration would be considered additional work and would require a new Statement of Work. Configuration and Validation are done within the PROD environment.

Phase I of Configuration will include the following:

Frontline Central Configuration

Setups	Pre-configured with Frontline Central	Frontline Education Configuration Services
Onboarding	Optional 250 from the shared forms library	Up to 45 onboarding forms configured
Benefits	Same forms library	Up to 30 forms configured

Note: This service will include knowledge transfer of forms and workflow configurations. Data will be available from the employee and employment data tracked in Central.

Evaluation Pilot Configuration a

Please see the full statement of work pdf, but the table below describes the configuration included in the pilot phase.

Setups	Frontline Education Configuration Services
Rubrics	All initially provided rubrics.
Evaluation Forms	All initially provided forms.
Evaluation Types	All initially provided Evaluation Types.
Reports	Up to 10 Standard System Reports + Up to 5 Custom Reports
Config Rights	Guidance/Explanation on assigning Config Rights to administrators
Admin Rights	Guidance/Explanation on assigning Admin Rights to administrators
Evaluation/Component Rights	Guidance/Explanation on assigning Evaluation/Component rights to administrators
Buildings/Grades/Departments	No limit
Artifact Types/Category	All initially provided Artifact Types.
Demo Users	Two Demo users- 1 Evaluator + 1 End user (teacher)

Absence and Substitute Pilot Configuration

Setups	Pre-configured with Absence and Substitute Management	Frontline Education Configuration Services
Skills	4	Based on Oakland's requirements
Employee Types	6	Based on Oakland's requirements
Schools (Generic)	5	Based on Oakland's requirements
Absence Reasons	6	Based on Oakland's requirements
Permission Profiles	2	Consultation on additional permission profiles based on Oakland's requirements

Phase II will expand to:

Recruiting & Hiring and Frontline Central Configuration

Setups	Pre-configured with Recruiting & Hiring	Pre-configured with Frontline Central	Frontline Education Configuration Services
District Employer Info Page	Registration info included	N/A	Complete page
Location List	Will populate from HRMS	Will populate from HRMS	Adjust as needed
User List	1	1	1
Groups	0	0	2
Email Templates (Auto Replies)	4	N/A	3
Job Postings	0	N/A	3
Campaign	0	N/A	1
Filters	28	N/A	1
Custom Filters	0	N/A	2
Admin Views	5	N/A	3
Application Pages	21	N/A	Up to 2 additional
Position Categories & Types	Will populate from HRMS	Will populate from HRMS	Adjust as needed
Position Areas	355 separate position areas that fall in 38 categories under 3 areas	N/A	Adjust as needed
Pipelines	1 with 6 stages	N/A	Up to 1 additional
Forms	12	0	Up to 3
Publics Forms Library	338	250	Not applicable
Forms Packet	0	0	Up to 1
Job Description Templates	73	Up to 2	Up to 2
Applicant Certificate Types	134	N/A	Adjust existing as needed
User Groups & Permissions	1	1	Up to 1
Cross Advertising	6	N/A	Not applicable

Client will Provide

- Applicant Forms & Additional Central form
- Job Postings
- Client Specific Application Pages

HRMS Position Management

Your very own robust personnel playbook

- Map the General Ledger and provide client assistance converting the data from Escape
- Provide consulting to implement workflow for Authorizing Positions and requesting staffing
- Train and assist on set up of Position Inventory Module including set up and use case training
- Provide training for use of Personnel Forecasting
- Security role training and guidance on maintaining the user security roles
- Track degrees, credentials, assessments and more across your organization

Client will Provide

- District Organization Structure: Organizations and Locations
- Financial Calendars for all Positions
- Employee Schedules for all Positions
- Pay Grades & Pay Cycle Groups
- Employee Role Categories/Sub-Categories/Employee Associated Organizations
- Position Account Codes
- Editable Versions (e.g., “.doc” files) of Current Employee Contracts
- Security Permissions and Workflows

Compensation Management

- Provide guidance setting up compensation information to Escape system – Add ons will need to be a report and manual entry initially into Escape
- Review Processes for payroll

Reporting

The system will provide underlying data for federal and state reporting on personnel, licensing and positions. Appendix 1 provides a list of standard reports available within the application. A web-based training session will provide ad hoc reporting fundamentals.

Included Data

- Staffing and personnel data
- Certification data for employees & positions
- Effective dating and data as it relates to pay steps, stipends, grades and cycles
- Applicant EEO reporting built into aggregate data anonymously based on Published Roles and date range

Excluded Data

- Payroll deductions
- Paychecks and related data
- Actual time records (may be reported from Frontline Absence & Time)
- Leave balances (may be reported from Frontline Absence & Time)
- Employee evaluations (may be reported from Frontline Evaluation Management)

Client Responsibilities

- All custom ad hoc reports
- Ensure the right standard reports are assigned to appropriate roles

Additional Reporting Services Included in the Scope of this Proposal

- Reporting services training on JasperSoft reporting system as part of HRMS: 1 Training session recorded
- Reporting services beyond the implementation timeframe and project close out will be available for additional fees

Data Conversion

An effective delivery of an HRMS/Recruiting data migration assumes that the following prerequisites are understood and addressed by both the Client and Frontline during the Project Kick Off.

- Escape data will be leveraged as the source of employee data for conversion purposes
- Data will only be imported for active employees and their current assignments
- In accordance with Frontline's data security policies, import data is only accepted via Frontline's secure file transfer protocol

Scope

During implementation, Frontline will import the following data formatted in the Frontline data conversion templates. Frontline will support one upload of conversion files for review and go live. The employee active data, demographics and position assignments may be done a second time as part of this statement of work. Where possible, data from Escape will be leveraged as part of the conversion process.

- Active Employee Data
- Demographics
- Active Position Assignments
- Active Stipends & Supplementals
- Certifications
- Years of Experience
- Education History
- Active Position Inventory
- Supporting data related to active employees and positions
 - Locations and Organizations
 - Job Titles
 - Position and Employee related Chart of Accounts

Client will provide the following

- Current Employee Demographics (conversion file)
- Employee Certifications file
- Employee Degrees file
- Employee Service Records/Years of Experience
- Position Inventory (conversion)
- Position Account Codes
- Employee Contract Setup Template (conversion)
- Benefit Data (conversion) Phase III

Frontline Responsibilities

- Implementation Consultants will review the templates with the client and explain expected data
- Frontline Implementation Consultants will make themselves available to answer any questions and provide guidance on system best practices as it relates to data import
- Frontline will partner with the client and provide consistent and timely validation of the data provided to ensure it meets the minimum requirements for import.
- Frontline will provide errors in an organized format, indicating which data points are non-compliant and require additional review/correction

- Online training and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import

Client Responsibilities

- Provide named resource(s) responsible for data extraction.
- Data must be provided using Frontline's standard templates.
- The district will extract the data in the format requested, or work with their current vendor to extract the data. Where possible the Escape system will be leveraged for these data files.
- If the client cannot generate the data based on the specification, there is no guarantee that Frontline Education staff will be able to import it.
- It is the responsibility of the client to have reviewed the content of the data before sending to Frontline.
- The district will work with Frontline Education to map any data that does not match a dropdown/look-up value in Frontline HRMS.
- Any data transformation will be the responsibility of the client. This includes merging data sets, reformatting data, breaking apart or combining fields or removal of duplicate records.
- Once the data has been imported, the client will review the data as it exists in the system for accuracy. If any discrepancies are found between what was sent and what was imported, Frontline will research and provide resolution or feedback. Once the data imported is deemed accurate, the client will provide sign-off.

Additional Data Services

The following items are outside the standard scope of services and may be accommodated through a change request and additional services and fees. These will have an impact to the scope and duration of the overall project.

- Data cleansing or data verification services
- Historic data conversion, including inactive employees and past position assignments
- Data services beyond the implementation timeframe and project close out

Data Interoperability: Configuration

Method of Data Exchange

The mechanism of data exchange differs for solutions and across the phases.

PHASE I – Frontline HCM connections & interface with Escape

- Between HCM solutions – real-time data exchange
 - From HCM solutions into Escape – FTP flat-file data extract and ingest on a nightly basis
 - From Escape into Frontline HCM solutions – FTP flat-file data extract and ingest on a nightly basis
- ✓ *Central will have a nightly import of employee data for all staff updates from Escape*
 - ✓ *Absence and Time will be updated nightly of employee data for all staff updates from Escape*
 - ✓ *Escape updated on a client scheduled basis for Absence & Time data to enable Escape payroll processing*

PHASE II – Frontline HRMS expansion with data exchange to Escape

- From HRMS to other Frontline HCM solutions – real-time data exchange
- From HRMS to Escape – REST API
- From Escape to HRMS – REST API
- ✓ *New hire demographic and position data to send to the Escape system.*
- ✓ *Transfer position information*
- ✓ *Changes in pay*
- ✓ *Employee terminations*

PHASE III – Benefits expansion

- No additional data interfaces to be established in Phase III.

* For all flat-file interfaces, files will be placed nightly on the Frontline FTP site for scheduled processing.

Frontline Responsibilities

- Subject matter guidance of Frontline systems
- Relay clear feedback on specifications and data content.
- Test extraction and file generation processes between Escape.
- Create and provide client with secure FTP credentials.
- Frontline will work with through the client to map fields and establish the security.

Client Responsibilities:

- Engage with 3rd party vendors and manage the relationship
- Work with the 3rd party vendors directly to provide Frontline with clearly defined specifications for data import files into 3rd party solutions
- Work with the 3rd party vendors directly to build files to Frontline defined specifications for data import files into Frontline solutions
- Act as “subject matter expert” for all data content questions from Frontline representatives.
- Coordinate testing of files with the 3rd party vendor.
- Provide Frontline sFTP credential information back to the vendor or facilitate the transfer of the data directly to the vendor.

Additional Optional Data Exchange Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

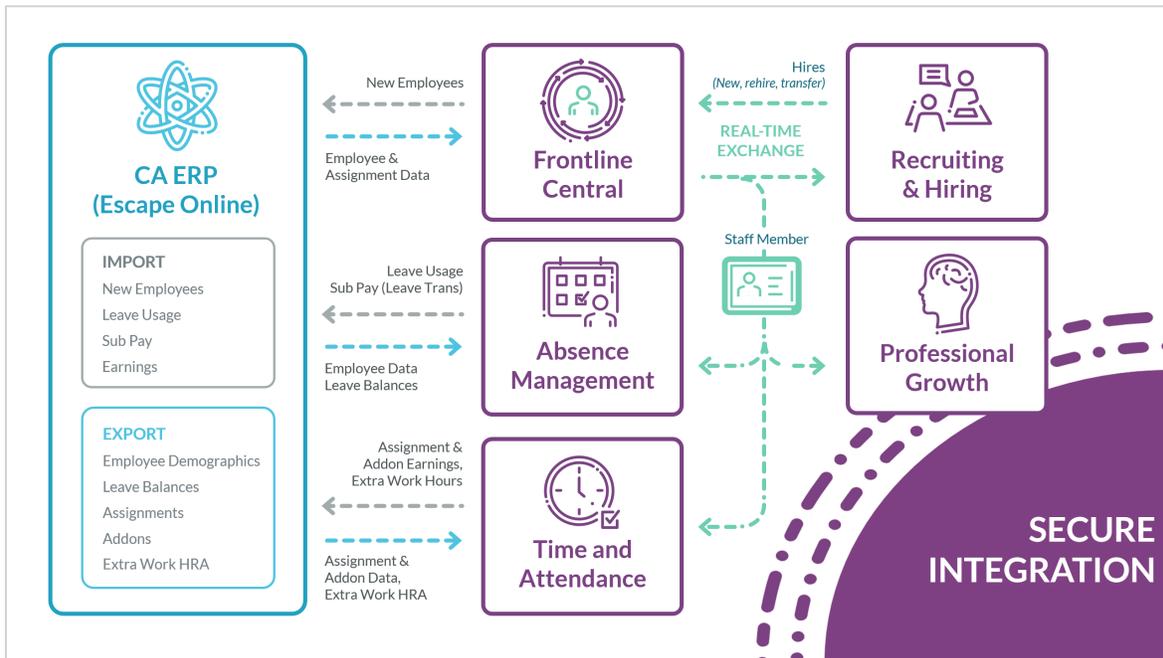
- Data exchange services beyond those identified in this document
- Data exchange services beyond the implementation timeframe and project close out

Data Interoperability: Scope

Escape connection -to- Frontline HCM

Flat file interface of data between Escape and HCM solutions.

Configuration is exclusive within each solution.



Frontline Central -to- all HCM apps

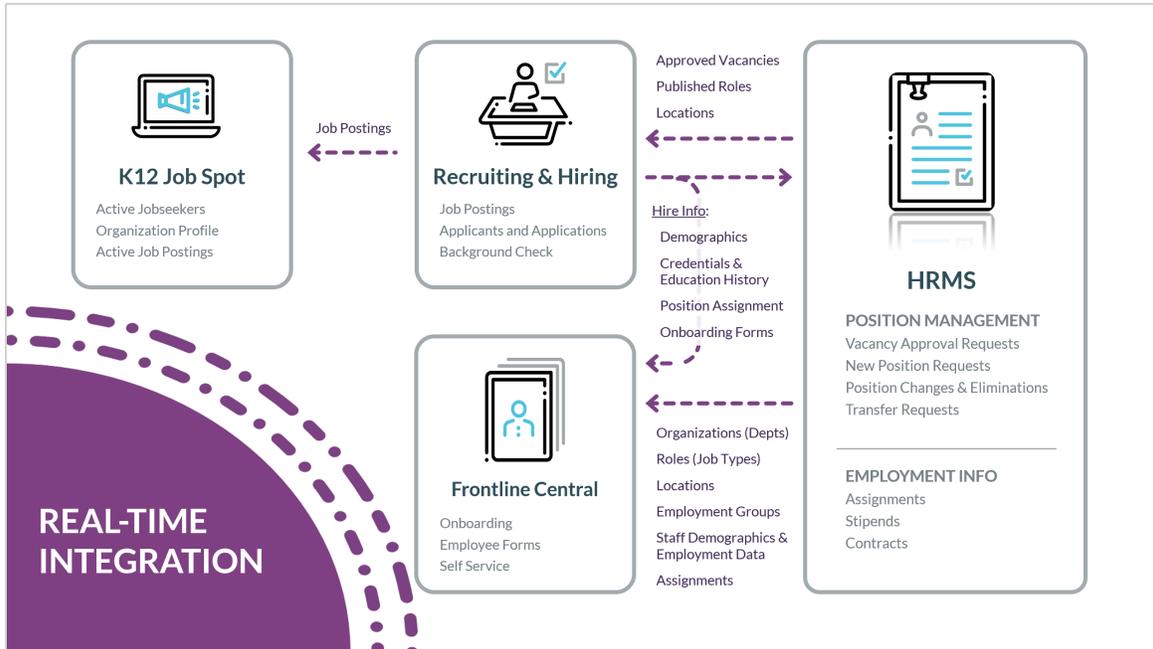
As Person data is updated in Central, the corollary records in HCM apps are updated (Recruiting & Hiring, Absence & Time, Professional Growth).

Person Data:

- Staff ID - identifier of the staff member
- Name
 - o Prefix, First, Middle, Last, Suffix
 - o Alternate/Former Name
 - o Preferred Name
- Phone
 - o Organization Phone & Personal Phone (Includes extension & ability to receive texts)
- Email
 - o Organization Email & Personal Email
- Address
- Date of Birth **(does not apply to new hires coming from Recruiting & Hiring)*
- Legal ID / Social Security Number
- Gender
- Race & Ethnicity (including support for more than one race)

HRMS connections -within- Frontline HCM

Increased real-time data flow between HRMS and Frontline HCM solutions.



HRMS -to- Recruiting & Hiring

Relevant data added and updated in HRMS is reflected in Recruiting & Hiring.

Configuration Data:

- Locations (see details below)
- Published Role Categories & Published Roles (see details below)

Upon Actions:

- Vacant Positions – Upon Vacancy Requisitions & activation of Job Sharing

Recruiting & Hiring -to- Frontline Central & HRMS

As hires are initiated in Recruiting & Hiring, data about the hire is transferred to Central and HRMS.

Configuration Data:

- Job Openings to HRMS & K12JobSpot

Upon Hire Initiation:

- Person Data to Staff Profile (see details below)
- Credentials to Central
- Onboarding Forms/Packets in Central
- Assigned Position, appear in Complete the Hire
- Education History to HRMS

HRMS -to- Frontline Central

As Configuration Data is added or updated in HRMS, this data is reflected in Frontline Central.

Configuration Data:

- Employment Groups (*see details below*)
- Job Types / Roles in HRMS (*see details below*)
- Locations (*see details below*)
- Departments / Organizations in HRMS (*see details below*)

Staff & Person Data:

- Person Demographics
- Employee / Staff Member

Staff Data Points

Employee / Staff Member

- Associated Person
- Staff ID
- Educator Identifier
- Hire Date
- Seniority Date
- Termination Date
- Employment Status (Active, Inactive, Leave, Terminated, Archived)
- Supervisor (currently assigned Position Reports To Supervisor in HRMS)
- Assignment
 - o Assignment Effective Date Range (Start – End)
 - o Position Name (PCN & Job Title)
 - o Role (Job Type)
 - o Organization (Department)
 - o Location
 - o Primary / Non-Primary Indicator

Configuration Data Points

Location

- Name
- External ID
- Address

Role (Job Type)

- Name
- External ID
- Status (Active/Inactive)
- Associated Employment Group

Employment Group

- Name
- External ID
- Status (Active/Inactive)

Organization (Department)

- Name
- External ID

Published Role Category

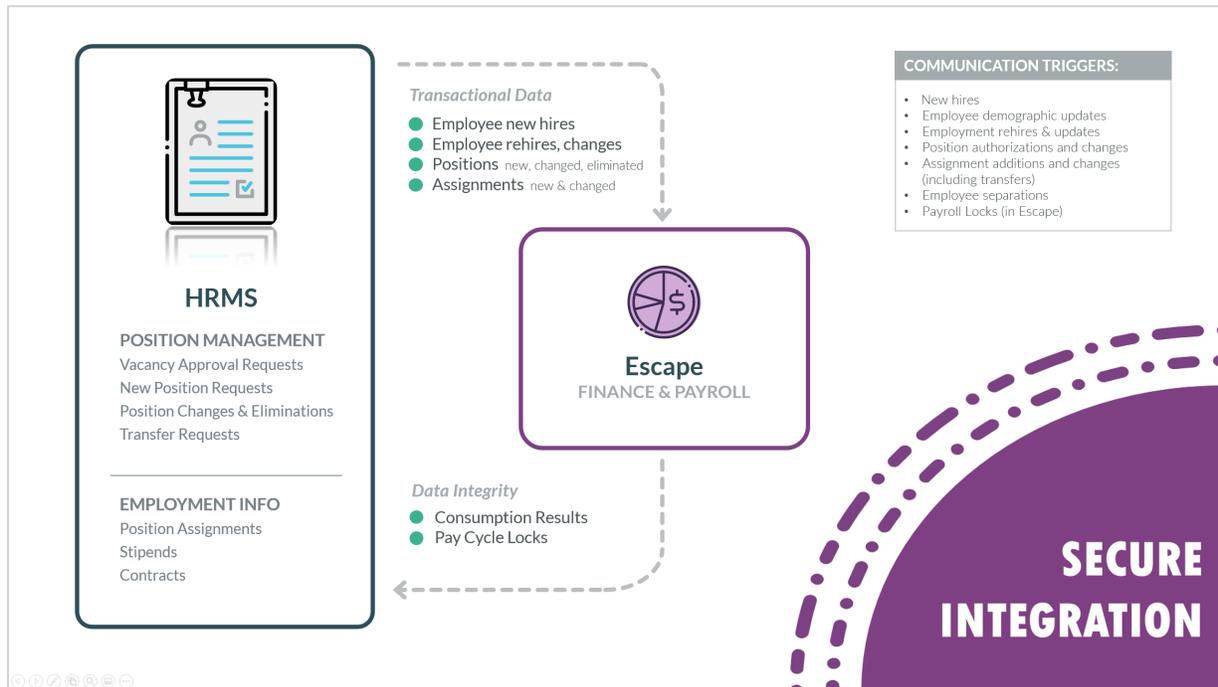
- Name
- Status (Active/Inactive)

Published Role

- Name
- Status (Active/Inactive)
- Associated Published Role Category
- Pooled/Posted

HRMS connections -to- Escape

REST API connections between the HRMS application and Escape Online.



Position Data:

- Position ID (PCN in HRMS)
- Effective Date Range (Start - End)
- Position Account(s) + Percent(s)
- Authorized FTE (Position FTE in HRMS)
- Bargaining Unit (Employment Group in HRMS)
- Job Category (Crosswak Job Category in HRMS)
- Job Class (Crosswak Job in HRMS)
- Location (Crosswak Location in HRMS)
- Division (Department in HRMS)
- Position Type (inferred from Escape Job Category)
- Hours per Day (inferred from Escape Position Type)
- Supervising Position

Employment (Staff & Person) Data:

- Person Data
 - All Person Data delineated in Phase I section
 - State Race & Ethnicity (Codes 1-5 if multiple)
- Employee / Staff Member
 - Associated Person
 - Staff ID
 - Permanency Code (Contractual Status in HRMS)
 - Person Type (Staff Type in HRMS)
 - Hire Data

- Hire Date
 - Rehire Date
 - Employment Dates
 - Anniversary Date
 - Seniority Date
 - Longevity Date
 - Permanency Date (Tenure Date in HRMS)
 - Termination/ Separation Data
 - Termination Code (Separation Reason in HRMS)
 - Termination Last Day Worked (Last Day Worked in HRMS)
 - Termination Last Pay Check (Last Pay Check in HRMS)
 - Termination Date (Separation Date in HRMS)
 - Previous Termination Date (Prior Separation Date in HRMS)
- Employee Pay Cycle
 - Employee
 - Pay Cycle
 - Effective Date Range (Start – End)
 - Paycheck Location

Employee Assignment Data:

- Position ID (PCN in HRMS)
- Fiscal Year
- Assignment Effective Date Range (Start – End)
- Assignment Calendar
- Primary / Non-Primary Indicator
- Assignment Type
- Effective FTE (Assignment FTE * Position FTE)
- Salary Schedule (Pay Grade in HRMS)
- Assignment Pay Amount
 - Salary Schedule Row
 - Salary Schedule Column

Future expansion for benefits

No data interoperability exists between HRMS and Escape for the purposes of benefits enrollment.

Reports will be available from HRMS Benefits Administration for employee enrollments and dependent data, data entry into Escape. There will not be an upload available for Escape. An excel template in Escape for upload of new enrollments only may be explored for potential initial upload at 2023 go live.

Credentials: This proposal includes Central credentials being configured for uses other than what Escape is currently being leveraged for. This includes:

- Those employees not yet certified and Oakland needing a place to track those in process
- Health and other certifications
- Other use cases for Oakland where they need to track client defined credentials

Dependencies, Assumptions & Exclusions

Dependencies

- Account structure and element definitions must be created prior to positions.
- Employees must be available in HRMS to set security for roles and positions.
- Establish SSO prior to end-user training.
- Position Initialization will need to be run prior to setup of Employee Contracts, and before hiring for the following school year.
- Pay Cycles through entire benefit plan year must be established prior to benefits.

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education have planned timelines based on presumed effort and availability of client resources. Time and effort will vary depending on actual availability and effort required to collect data and complete data entry and validation.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Some dual entry will be required during the transition from Legacy system to Frontline HRMS. The amount will depend on decisions made regarding the transition.
- Data will only be loaded once, and delta files will not be used to update existing data
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Scope Exclusions

In general, it is understood that only the specific scope detailed in this document is considered part of the deliverables for the project and any changes or additions, including those identified in the jointly agreed upon Technical Specification Phase, need to be added via the standard process. Nevertheless, for clarity, the following specific elements are considered out of scope for the proposal. If any of these elements are required, they can be added to the scope and budget via the Scope Change Management procedure.

- Onsite training beyond the scope of the quote
- Services beyond the implementation timeframe and project close out
- Configuration services beyond those identified above
- Configuration services beyond the implementation timeframe and project close out
- Configuration of a training environment or staging environment.
- Advanced data querying and data mining training
- Reporting services beyond those identified above
- Reporting services beyond the implementation timeframe and project close out
- Additional passes of data migration
- Additional content sections, fields, or data points
- Data cleansing or data verification services
- Historic data conversion, including inactive employees and past position assignments
- Data services beyond the implementation timeframe and project close out
- Integration services beyond those identified above
- Integration services beyond the implementation timeframe and project close out

- Qualifying Events enhancements to Benefits
- Notification/Attachment enhancements to Benefits
- Enhancements to calculate coverage start date further out than 2 months (6 months dental start)
- Enhancements to automatically modify benefits due to FTE or other changes impacting Benefits
- Automation of transmission of vendor/carrier eligibility files in Benefits
- Integration with Escape for benefit deductions

Out-of-Scope Data Interface between HRMS and Escape

Authentication/User Sign On will be separate for Escape and the Frontline HCM Suite

Transactional Data maintained in both HRMS and Escape:

- a. Benefit deductions
- b. Assigned AddOns

Configuration Data maintained in both HRMS and Escape:

- a. Bargaining Units (Employment Groups in HRMS)
- b. Job Class & Job Category
- c. Locations (This may have alignment to Locations in Escape, but it is not uncommon to be more restrictive for this list in HRMS)
- d. Divisions (Departments in HRMS)
- e. Salary Schedules (Pay Grades in HRMS)
- f. Pay Cycles & Pay Cycle Periods
- g. Chart of Accounts
- h. Roles in HRMS (There is no one-to-one corollary in Escape for this data point)
- i. Organizations in HRMS (There is no one-to-one corollary in Escape for this data point)
- j. Job Titles in HRMS (This may have alignment to Job Class, but some elect to be more specific in HRMS)
- k. Calendars
- l. AddOns in Escape (Stipends, Activities and Additional Pay in HRMS)
- m. Permissions
- n. Benefit Vendors and Plans
- o. Fixed Assets / Property

Appendices

Standard HRMS Reports

GENERAL

Report	Description
Report Deployment List	Reports currently deployed/available on the environment and when the report was deployed
Report Distribution by Employee	Reports currently distributed to employees
Report List	Available reports

POSITION INVENTORY REPORTS

Report	Description
Organization Position	Organization detail (one organization or all organizations)
Organization Position Detail	Organization PCN and Employee Detail by organization and role name (one organization or all organizations)
Position Vacancy Report	Vacant positions
Roles & Compensation Summary	A view that enables districts to extract basic information about Roles using the My Query Builder entry point or another reporting tool.

BUDGET

Report	Description
Budget Proposal Detail	Positions with current salary, raise amounts and proposed budgeted amount for next year
Budget Proposal Stipend Detail	Positions with current stipend amounts and proposed budgeted amount for next year

EMPLOYEE

Report	Description
Pay, Grade, Step, Salary, Stipend List	All employees by pay grade, salary and stipend. Run by effective date.
Employee Open Records Information	Excel spreadsheet of employee's information: address, first/middle/last name, phone number, email, salary, stipend info and role name
Employee Certifications	Employees certifications by employee or organization, including cert level, verify type and begin and end/expiration date
Employee Separation Report	PCN, organization, role, employee name, employee ID and separation date of employees who separated from employment with the district in a given time frame

BENEFITS

Report	Description
Benefits Member Age Report	Lists employees over the maximum age defined by the benefit plan, including forecasting for a future date
Benefits Confirmation	Generates when the employee completes benefit web enrollment; provides a listing of all elected benefits, members, and beneficiaries
Mass Benefit Confirmation Forms	Allows user to print confirmation of benefit letters for all employees
Employee Service Center Benefits Confirmation	Allows employee to print report of benefits enrollment for past, current, or future years
Benefits Employee Premium Details	Lists all employee benefit deduction amounts for a selected time frame
Benefits Missing Payment Schedules	Lists employees missing benefit payment schedules
Benefit COBRA Information	Allows user to print a letter for a resigning employee advising him/her of COBRA options

**FRONTLINE MASTER SERVICES
AGREEMENTTERMS AND
CONDITIONS**

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (the "Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form (the "Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to affect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link

to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials; (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for

administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived therefrom, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. The customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. Invoicing and Payment

All fees and charges will be set forth in the applicable Order Form(s). Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the implementation period set forth in the Statement of Work. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within forty-five (45) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax-exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. Warranties and Disclosures

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third-

Party Materials shall be subject only to such third-party terms and any warranties therein.

3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information Privacy

4.1. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "**Confidential Information**" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("**Student PII**") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("**FERPA**") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. Reserved

6. Limitations of Liability.

OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY

PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination.

Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer

(i) shall immediately cease using the Software and Documentation and (ii) for a period of sixty (60) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering.

Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General.

Frontline and Customer are each independent contractor and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline

insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.