

Board Office Use: Legislative File Info.	
File ID Number	22-1304
Introduction Date	6/22/22
Enactment Number	22-1203
Enactment Date	6/22/2022 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date June 22, 2022

Subject Resolution No. 2122-0233 - Determining and Declaring that OUSD Can Enter Into One-Year Extension of the Escape Contract Without Competitive Bidding and Approving Contract Addendum No. 5 With the Alameda County Office of Education

Contractor: Alameda County Office of Education (ACOE)
Services For: July 1, 2022 - June 30, 2023

Ask of the Board Approval by the Board of Education of Resolution No. 2122-0233 - Determining and Declaring that OUSD Can Enter Into One-Year Extension – July 1, 2022 through June 30, 2023 - of the Escape Contract Without Competitive Bidding and Approving Contract Addendum No. 5 With the Alameda County Office of Education in an amount not to exceed \$1,277,826.55.

Background 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 districts. OUSD was not operating on the ACOE/Escape system prior to July 1, 2018, making OUSD the largest county school district outlier.

Discussion As a result, it is in the best interest of OUSD to enter into this Agreement. Doing so will continue to secure a sub-license to procure the Escape software, continue to secure the Escape hosting and support services provided by ACOE, and thereby continue to provide a wholly integrated business and operations solution, comprising human resources, finance, budget, accounting, and payroll systems.

In addition to the Escape system, several auxiliary applications are currently available on the Business Operations Portal which are necessary to effectively operate the Finance, Payroll and Talent divisions, while providing meaningful data and tools to our school site staff. These essential systems, which include Aeries, Contracts Online, SmartFind Express, etc. require data from Escape in order to continue functioning properly. The proposed Addendum renews the data replication services necessary to load data from Escape into the various auxiliary applications that depend upon this data. These data replication services were originally Board-approved in 2017-18 for a one-year term and were launched alongside Escape on July 1, 2018.

Competitively Bid See attached Resolution No. 2122-0233 - Determining and Declaring that OUSD Can Enter into One-Year Extension of the Escape Contract Without Competitive Bidding and Approving Contract Addendum No. 5 With the Alameda County Office of Education.

Fiscal Impact \$1,277,826.55 from 2022-23 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide.

Attachment(s)

- Resolution No. 2122-0233 - Determining and Declaring that OUSD Can Enter into One-Year Extension of the Escape Contract Without Competitive Bidding and Approving Contract Addendum No. 5 With the Alameda County Office of Education.
- Addendum No. 5 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & Support System Services dated July 1, 2022 through June 30, 2023.
- ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016 with Addenda 1-4 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services.

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

Resolution No. 2122-0233

Determining and Declaring that OUSD Can Enter into One-Year Extension of the Escape Contract Without Competitive Bidding and Approving Contract Addendum No. 5 With the Alameda County Office of Education

WHEREAS, the District approved a new Business Operations System (“Escape”), which launched on July 1, 2018 and has since served as the core Finance, Payroll and Talent backbone system for the OUSD Business Operations Portal;

WHEREAS, Escape aligned the District with ACOE's fiduciary duties relative to the District;

WHEREAS, the District’s original contract with ACOE for Escape expires June 30, 2022 (“Escape Contract”);

WHEREAS, the District now wishes to extend its contract with ACOE for one (1) year, through June 30, 2023;

WHEREAS, the District incurred over \$600,000 in external professional services cost to launch the Escape system, combined with significant additional internal FTE and overtime costs throughout the 20-month launch timeline and a transition to another business operations system would be another multi-year project with significant one-time costs;

WHEREAS, the initial selection of Escape was based upon the following requirements (“System Requirements”):

- The system has to be proven in a California K-12 organization of comparable size to OUSD,
- Payroll and employee management functions must be in the same system,
- If multiple systems need to be interfaced to support core functions, the interface must have been previously implemented by the vendor in other California K-12 districts,
- The system must implement the basic core financial, accounting, payroll, and employee management operations, and
- The system must align OUSD with ACOE's fiduciary duties relative to the District;

WHEREAS, competitive bidding is not required where “the nature of the subject of the contract is such that [bidding] would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible” (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 635-6); and

WHEREAS, *Graydon* also held that bidding is not required “where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form, competitive bidding is not applicable” (*id.* at 636).

NOW, THEREFORE, BE IT RESOLVED, the Board of Education (“Board”) hereby determines and declares the Escape system is the only system meeting all the System Requirements;

BE IT FURTHER RESOLVED, the Board determines and declares that it would be cost-prohibitive and would risk a gap in the completion of mission-critical human resources, finance, budget, accounting and payroll activities, to discontinue use of Escape for 2022-23;

BE IT FURTHER RESOLVED, the Board determines and declares that going out to bid would not produce any advantage, would result in wasted taxpayer funds, and would substantially impair the District’s ability to operate, including the completion of mandated state reporting;

BE IT FURTHER RESOLVED, the Board determines and declares that there is no need for the District to competitively bid the products and services sought in and provided by the one-year extension of the Escape Contract;

BE IT FURTHER RESOLVED, the Board determines and declares that it can enter into the one-year extension of the Escape Contract without the need for competitively bidding; and

BE IT FURTHER RESOLVED, the Board approves Addendum No. 5 to the Escape Contract with Alameda County Office of Education, for the term July 1, 2022 through June 30, 2023, in an amount not to exceed \$1,277, 826.55.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 22nd day of June, 2022, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCederic Williams, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: Mike Hutchinson

ABSTAINED: None

RECUSED: None

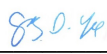
ABSENT: (Vacancy), Samantha Pal (Student Director), Natalie Gallegos Chavez (Student Director)

CERTIFICATION


We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 22, 2022.

Legislative File	
File ID Number:	22-1304
Introduction Date:	6/22/22
Enactment Number:	22-1203
Enactment Date:	6/22/2022
By:	er

OAKLAND UNIFIED SCHOOL DISTRICT



 Gary Yee
 President, Board of Education



 Kyla Johnson-Trammell
 Superintendent and Secretary, Board of Education

Approved as to form by OUSD Attorney Carrie M. Rasmussen, 6/16/22



**ADDENDUM NO. 5 TO ACOE-OUSD AGREEMENT FOR ESCAPE TECHNOLOGY,
INC. SCHOOL BUSINESS SOFTWARE & SYSTEM SUPPORT SERVICES**

**Memorandum of Understanding for Escape OL5 School Business Software, Data
Processing, Support Services, and Data Replication Services**

7/1/2022 to 6/30/2023

Effective November 1, 2016, the Oakland Unified School District ("OUSD") and Alameda County Office of Education ("ACOE") entered into an Agreement for Escape Technology, Inc. School Business Software & System Support Services (OUSD Enactment No. 16-1700) ("Escape Master Agreement").

OUSD and ACOE hereby enter into this Addendum No. 5 to the Escape Master Agreement, as follows:

This Addendum No. 5/Memorandum of Understanding ("MOU") is between OUSD and Alameda County Office of Education (ACOE) for Escape OL5 School Business Software, Data Processing, Support Services, SQL Data Replication Services and related maintenance and support through ACOE Network. OUSD wishes to contract with ACOE for Escape OL5 School Business Software, Data Processing, Support Services, and Data Replication Services and ACOE is willing to supply the ACOE Network services to OUSD. ACOE and OUSD agree as follows:

1. ESCAPE SCHOOL BUSINESS SOFTWARE, DATA PROCESSING, AND SUPPORT SERVICES

Extend the terms of the Escape Master Agreement for Escape School Business Software, Data Processing and Support Services provided by ACOE for a period of five years. Escape School Business Software, Data Processing and Support Services are described in the Escape Master Agreement. Any changes to specified service detailed in the Escape Master Agreement must be made before the signed contract date.

2. DATA REPLICATION SERVICES

Data Replication Services provided by ACOE are described in Appendix A. Any changes to specified service detailed in Appendix A must be made before the signed contract date.

3. OUSD RESPONSIBILITIES

- o Licensing and maintenance costs associated with SQL Server (if any)
- o Maintain best security practices on their SQL Subscriber Server
- o Maintain Windows Server and SQL Server updates
- o Open Port 1433 (SQL Port) on Subscriber Server to allow data replication
- o Changes in Firewall rules (subject to ACOE approval)
- o Any breach in security or loss of data outside of ACOE's scope
- o Any costs for gathering data and creating publication
- o Grant ACOE full access to Subscriber Server for auditing and support purposes
- o Escape OL5 Production data will be accessible on the Subscriber Server ONLY.
- o Subscriber Server will only be accessible from OUSD's subnet.
- o If SQL data must be transported to a 3rd party OUSD must make a written request that ACOE will review and provide approval.

4. PAYMENT

In consideration of the services set forth above to be performed by ACOE, OUSD shall pay ACOE the amount according to the options selected in Schedule A of this Addendum. OUSD agrees to be billed and pay annually for Data Replication services and miscellaneous service fees

Initial service date: 7/1/2022

Final service date: 6/30/2023

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5-24-22

according to the rates established by this MOU. The Escape Software License and Maintenance fees and the ACOE Software Support and Data Operation fees will escalate annually per Schedule C of the Escape Master Agreement. OUSD agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this MOU is terminated, OUSD is still responsible for any charges on OUSD's account.

5. **TERM**

The services outlined above shall be provided from 7/1/2022 to 6/30/2023. This MOU may be renewed by a written mutual agreement, signed by both parties.

6. **ALTERATION OF MOU**

This MOU may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

7. **ASSIGNABILITY**

Any product or service provided to OUSD may not be assigned, transferred or resold without written authorization from ACOE.

8. **PRIVACY**

ACOE provides virtual services that could house OUSD school district student data. OUSD student records residing on ACOE technology platforms will remain the property and responsibility of OUSD. OUSD student data will not be used for any commercial gain. Furthermore, any student data residing on ACOE platforms will be removed within 90 days of the termination of OUSD's service contract.

9. **PENALTIES FOR IMPROPER USES**

Should OUSD violate ACOE Acceptable Use Policy, OUSD is subject to loss of network privileges. In addition, pursuant to State of California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. OUSD is required to adopt, at a minimum, the ACOE AUP and is encouraged to create its own.

10. **INCORPORATION BY REFERENCE**

1. Appendix A is incorporated into this MOU for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount OUSD must pay for selected services.
2. The Acceptable Use Policy outlined in Appendix B is local policy for ACOE. ACOE is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

11. ESCAPE MASTER AGREEMENT GOVERNS MATTERS NOT ADDRESSED HEREIN

OUSD and ACOE hereby agree that the Escape Master Agreement governs all terms and conditions of this MOU that are not otherwise expressly set forth in this MOU. The parties further agree that should any term or provision of this MOU conflict with any terms or provisions of the Escape Master Agreement, the Escape Master Agreement shall govern.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ALAMEDA COUNTY OFFICE OF EDUCATION

L. K. Monroe, County Superintendent of Schools



Date 5.25.22

OAKLAND UNIFIED SCHOOL DISTRICT

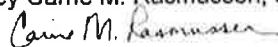
Gary Yee, President, Board of Education

Date _____

Kyla Johnson-Trammel, Superintendent

Date _____

Approved as to form by OUSD Attorney Carrie M. Rasmussen, 5/18/22



Initial service date: 7/1/2022

Final service date: 6/30/2023

Schedule A

Schedule of Services

ACOE reserves the right to refuse service to anyone at any time for violation of this MOU.

Organization: Oakland USD

Item	Qty.	Description	One Time Cost	Annual Cost
Escape School Business Software	1	2022-2023 Escape Software License, Maintenance, Employee Portal, & Webinar	\$0	\$857,660.63
Escape School Business Software Support	1	2022-2023 ACOE Software Support & Data Processing	\$0	\$417,045.92
Self Service VM Hosting	1	2 CPU, 16GB RAM, 100GB SSD	\$0	\$3,120.00
TOTAL ANNUAL COST				\$1,277,826.55

Approved Users Full Name	Account Name	Job Title	Email Address	Phone Number

Initials:

ORGANIZATION

ACOE

Initial service date: 7/1/2022

Final service date: 6/30/2023

Appendix A

ACOE Escape OL5 Data Replication Services

Self Service Virtual Machine Hosting

ACOE-Net provides Infrastructure as a service (IAAS). As part of this service, ACOE-Net will setup an administrator account from the approved users list in schedule A. The approved users can create up to 15 virtual machines for the organization. ACOE can also provide for an additional fee: consulting services in areas such as server setup & maintenance.

Included:

- A login to the ACOE Network self-service portal
- ACOE will provide 62 public IP addresses from ACOE Network's address pool (ACOE owned)
- OUSD can create 15 virtual machines (Fees Apply)
- Initial install of SQL for Escape Replication (Fees Apply)

ACOE Network Escape OL5 Data Replication Services Restrictions

The sensitive data listed below will NOT be replicated over:

- o Social Security Numbers
- o Other Data at ACOE Management's discretion
- o ACOE will have full access to "The District's" Subscriber Server for auditing and support purposes

ACOE Network Escape OL5 Data Replication Service *(based on a 12 month commitment)*

Processor	Memory	Disk Storage	Operating System	Annual Cost
2 CPU	16 GB RAM	100GB SSD	Windows 2012 R2	\$3,120

The pricing contained in this MOU is based on a virtual machine with 2 (Core) CPUs, 16GB RAM and 100GB Storage.

Initial service date: 7/1/2022

Final service date: 6/30/2023

Appendix B

Acceptable Use Policy

General Acceptable Use

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.

- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOE Network, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOE Network to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOE, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOE Network related research, instruction, or administrative applications, or when there is personal monetary gain.

Board Office Use: Legislative File Info.	
File ID Number	21-1537
Introduction Date	6/23/21
Enactment Number	21-1071
Enactment Date	6/23/2021 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date June 30, 2021

Subject Approval by the Board of Education of Addendum No. 4 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services and of Resolution No. 2021-0161 - Determining and Declaring that OUSD Can Enter into One-Year Extension of the Escape Contract Without Competitive Bidding

Contractor: Alameda County Office of Education (ACOE)
Services For: July 1, 2021 - June 30, 2022

Ask of the Board Approval by the Board of Education of Addendum No. 4 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016 between Oakland Unified School District and the Alameda County Office of Education for the latter to provide Escape licensing, data replication services and related support for the period July 1, 2021 to June 30, 2022 for an amount not to exceed \$1,219,261.76, and of Resolution No. 2021-0161 - Determining and Declaring that OUSD Can Enter into One-Year Extension of the Escape Contract Without Competitive Bidding

Background 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

districts. OUSD was not operating on the ACOE/Escape system prior to July 1, 2018, making OUSD the largest county school district outlier.

Discussion

As a result, it is in the best interest of OUSD to enter into this Agreement. Doing so will continue to secure a sub-license to procure the Escape software, continue to secure the Escape hosting and support services provided by ACOE, and thereby continue to provide a wholly integrated business and operations solution, comprising human resources, finance, budget, accounting, and payroll systems.

In addition to the Escape system, several auxiliary applications are currently available on the Business Operations Portal which are necessary to effectively operate the Finance, Payroll and Talent divisions, while providing meaningful data and tools to our school site staff. These essential systems, which include Aeries, Contracts Online, SmartFind Express, etc. require data from Escape in order to continue functioning properly. The proposed Addendum renews the data replication services necessary to load data from Escape into the various auxiliary applications that depend upon this data. These data replication services were originally Board-approved in 2017-18 for a one-year term and were launched alongside Escape on July 1, 2018.

Competitively Bid

No. See attached Resolution No. 2021-0161 - Determining and Declaring that OUSD Can Enter into One-Year Extension of the Escape Contract Without Competitive Bidding.

Fiscal Impact

\$1,219,261.76 from 2021-22 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Attachment(s)

- Addendum No. 4 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & Support System Services dated July 1, 2021 through June 30, 2022
- ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016 with Addenda 1-3 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services
- Resolution No. 2021-0161 - Determining and Declaring that OUSD Can Enter into One-Year Extension of the Escape Contract Without Competitive Bidding

ADDENDUM NO. 4 TO ACOE-OUSD AGREEMENT FOR ESCAPE TECHNOLOGY, INC. SCHOOL BUSINESS SOFTWARE & SYSTEM SUPPORT SERVICES

Memorandum of Understanding for Escape OL5 School Business Software, Data Processing, Support Services, and Data Replication Services

7/1/2021 to 6/30/2022

Effective November 1, 2016, the Oakland Unified School District ("OUSD") and Alameda County Office of Education ("ACOE") entered into the Agreement for Escape Technology, Inc. School Business Software and System Support Services ("Escape Master Agreement"), listed as OUSD Enactment No. 16-1700.

OUSD and ACOE hereby enter into this Addendum No. 4 to the Escape Master Agreement, as follows:

This Addendum No. 4/Memorandum of Understanding ("MOU") is between OUSD and ACOE for Escape OL5 School Business Software, Data Processing, Support Services, SQL Data Replication Services, and related maintenance and support through ACOE Network. OUSD wishes to contract with ACOE for Escape OL5 School Business Software, Data Processing, Support Services, and Data Replication Services and ACOE is willing to supply the ACOE Network services to OUSD. ACOE and OUSD agree as follows:

1. ESCAPE SCHOOL BUSINESS SOFTWARE, DATA PROCESSING, AND SUPPORT SERVICES

Extend the terms of the Escape Master Agreement for Escape School Business Software, Data Processing and Support Services provided by ACOE for a period of one (1) year. Escape School Business Software, Data Processing and Support Services are described in the Escape Master Agreement. Any changes to specified service detailed in the Escape Master Agreement must be made before the signed contract date.

2. DATA REPLICATION SERVICES

Data Replication Services provided by ACOE are described in Appendix A. Any changes to specified service detailed in Appendix A must be made before the signed contract date.

3. OUSD RESPONSIBILITIES

- Licensing and maintenance costs associated with SQL Server (if any)
- Maintain best security practices on their SQL Subscriber Server
- Maintain Windows Server and SQL Server updates
- Open Port 1433 (SQL Port) on Subscriber Server to allow data replication
- Changes in Firewall rules (subject to ACOE approval)
- Any breach in security or loss of data outside of ACOE's scope
- Any costs for gathering data and creating publication
- Grant ACOE full access to Subscriber Server for auditing and support purposes
- Escape OL5 Production data will be accessible on the Subscriber Server ONLY
- Subscriber Server will only be accessible from OUSD's subnet
- If SQL data must be transported to a 3rd party OUSD must make a written request that ACOE will review and provide approval

4. PAYMENT

In consideration of the services set forth above to be performed by ACOE, OUSD shall pay ACOE the amount according to the options selected in Schedule A of this Addendum. OUSD agrees to be billed and pay annually for Data Replication services and miscellaneous service fees according to the rates established by this MOU. The Escape Software License and Maintenance fees and the ACOE Software Support and Data Operation fees will escalate annually per Schedule C of the Escape Master

Agreement. OUSD agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this MOU is terminated, OUSD is still responsible for any charges on OUSD's account.

5. TERM

The services outlined above shall be provided from 7/1/2021 to 6/30/2022. This MOU may be renewed by a written mutual agreement, signed by both parties.

6. ALTERATION OF MOU

This MOU may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

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Any product or service provided to OUSD may not be assigned, transferred or resold without written authorization from ACOE.

8. PRIVACY

ACOE provides virtual services that could house OUSD school district student data. OUSD student records residing on ACOE technology platforms will remain the property and responsibility of OUSD. OUSD student data will not be used for any commercial gain. Furthermore, any student data residing on ACOE platforms will be removed within 90 days of the termination of OUSD's service contract.

9. PENALTIES FOR IMPROPER USES

Should OUSD violate ACOE Acceptable Use Policy, OUSD is subject to loss of network privileges. In addition, pursuant to State of California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. OUSD is required to adopt, at a minimum, the ACOE AUP and is encouraged to create its own.

10. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this MOU for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount OUSD must pay for selected services.
2. The Acceptable Use Policy outlined in Appendix B is local policy for ACOE. ACOE is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

11. ESCAPE MASTER AGREEMENT GOVERNS MATTERS NOT ADDRESSED HEREIN

OUSD and ACOE hereby agree that the Escape Master Agreement governs all terms and conditions of this MOU that are not otherwise expressly set forth in this MOU. The parties further agree that should any term or provision of this MOU conflict with any terms or provisions of the Escape Master Agreement, the Escape Master Agreement shall govern.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ALAMEDA COUNTY OFFICE OF EDUCATION

L. K. Monroe, County Superintendent of Schools



Date 6/2/21

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthi Gonzales, President, Board of Education



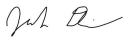
Date 6/24/2021

Kyla Johnson-Trammel, Superintendent



Date 6/24/2021

APPROVED AS TO FORM



Joshua R. Daniels
General Counsel

Appendix A
ACOE Escape OL5 Data Replication Services

Self Service Virtual Machine Hosting

ACOE-Net provides Infrastructure as a service (IAAS). As part of this service, ACOE-Net will setup an administrator account from the approved users list in schedule A. The approved users can create up to 15 virtual machines for the organization. ACOE can also provide for an additional fee: consulting services in areas such as server setup & maintenance.

Included:

- A login to the ACOE Network self-service portal
- ACOE will provide 62 public IP addresses from ACOE Network's address pool (ACOE owned)
- OUSD can create 15 virtual machines (Fees Apply)
- Initial install of SQL for Escape Replication (Fees Apply)

ACOE Network Escape OL5 Data Replication Services Restrictions

The sensitive data listed below will NOT be replicated over:

- Social Security Numbers
- Other Data at ACOE Management's discretion
- ACOE will have full access to "The District's" Subscriber Server for auditing and support purposes

ACOE Network Escape OL5 Data Replication Service *(based on a 12 month commitment)*

Processor	Memory	Disk Storage	Operating System	Annual Cost
2 CPU	16 GB RAM	100GB SSD	Windows 2012 R2	\$3,120

The pricing contained in this MOU is based on a virtual machine with 2 (Core) CPUs, 16GB RAM and 100GB Storage.

Appendix B

Acceptable Use Policy

General Acceptable Use

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOE Network, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOE Network to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOE, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOE Network related research, instruction, or administrative applications, or when there is personal monetary gain.

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

Resolution No. 2021-0161

**Determining and Declaring that OUSD Can Enter into One-Year Extension of the Escape
Contract Without Competitive Bidding**

WHEREAS, the District approved a new Business Operations System (“Escape”), which launched on July 1, 2018 and has since served as the core Finance, Payroll and Talent backbone system for the OUSD Business Operations Portal;

WHEREAS, Escape aligned the District with ACOE's fiduciary duties relative to the District;

WHEREAS, the District’s original contract with ACOE for Escape expires June 30, 2021 (“Escape Contract”);

WHEREAS, the District now wishes to extend its contract with ACOE for one (1) year, through June 30, 2022;

WHEREAS, the District incurred over \$600,000 in external professional services cost to launch the Escape system, combined with significant additional internal FTE and overtime costs throughout the 20-month launch timeline and a transition to another business operations system would be another multi-year project with significant one-time costs;

WHEREAS, the initial selection of Escape was based upon the following requirements (“System Requirements”):

- The system has to be proven in a California K-12 organization of comparable size to OUSD,
- Payroll and employee management functions must be in the same system,
- If multiple systems need to be interfaced to support core functions, the interface must have been previously implemented by the vendor in other California K-12 districts,
- The system must implement the basic core financial, accounting, payroll, and employee management operations, and
- The system must align OUSD with ACOE's fiduciary duties relative to the District;

WHEREAS, competitive bidding is not required where “the nature of the subject of the contract is such that [bidding] would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible” (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 635-6); and

WHEREAS, *Graydon* also held that bidding is not required “where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do

not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form, competitive bidding is not applicable” (*id.* at 636).

NOW, THEREFORE, BE IT RESOLVED, the Board of Education (“Board”) hereby determines and declares the Escape system is the only system meeting all the System Requirements;

BE IT FURTHER RESOLVED, the Board determines and declares that it would be cost-prohibitive and would risk a gap in the completion of mission-critical human resources, finance, budget, accounting and payroll activities, to discontinue use of Escape for 2021-22;

BE IT FURTHER RESOLVED, the Board determines and declares that going out to bid would not produce any advantage, would result in wasted taxpayer funds, and would substantially impair the District’s ability to operate, including the completion of mandated state reporting;

BE IT FURTHER RESOLVED, the Board determines and declares that there is no need for the District to competitively bid the products and services sought in and provided by the one-year extension of the Escape Contract; and

BE IT FURTHER RESOLVED, the Board determines and declares that it can enter into the one-year extension of the Escape Contract without the need for competitively bidding.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 23rd day of June, 2021, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Gary Yee, Mike Hutchinson, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Shanthi Gonzales

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Jessica Ramos (Student Director), Samantha Pal (Student Director)

CERTIFICATION


We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 30, 2021.

Legislative File	
File ID Number:	21-1537
Introduction Date:	6/30/21
Enactment Number:	21-1071
Enactment Date:	6/23/2021
By:	os

OAKLAND UNIFIED SCHOOL DISTRICT



Shanthi Gonzales
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

APPROVED AS TO FORM

Joshua R. Daniels
General Counsel

Signature: 

Email: josh.daniels@ousd.org

Board Office Use: Legislative File Info.	
File ID Number	19-1477
Introduction Date	06/26/2019
Enactment Number	19-1024
Enactment Date	6/26/19 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer *SB*

Board Meeting Date June 26, 2019

Subject Approval by the Board of Education of Approval of Addendum No. 3 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016
Contractor: Alameda County Office of Education (ACOE)
Services For: July 1, 2019 - June 30, 2020

Action Requested and Recommendation Approval by the Board of Education of Addendum No. 3 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016 between Oakland Unified School District and the Alameda County Office of Education for the latter to provide data replication services and related support for the period July 1, 2019 to June 30, 2020 for an amount not to exceed \$3,460.00.

Background
(Why do we need these services? Why have you selected this vendor)

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.

In addition to the Escape system, several auxiliary applications are currently available on the Business Operations Portal which are necessary to effectively operate the Finance, Payroll and Talent divisions, while providing meaningful data and tools to our school site staff. These essential systems, which include Contracts Online, SmartFind Express, Financial Transparency Dashboard, etc. require data from Escape in order to continue functioning properly. The proposed Addendum renews the data replication services necessary to load data from Escape into the various auxiliary applications that depend upon this data. These data replication services were originally Board-approved in 2017-18 for a one-year term and were launched alongside Escape on July 1, 2018.

OUSD previously implemented direct access to the underlying database for the IFAS system (which was replaced by the Escape system on July 1, 2018). With IFAS, direct database access was possible because Sungard hosted the system for OUSD using a standalone environment. The Alameda County Office of Education (ACOE) has implemented Escape using a multi-tenant approach, which means that the underlying servers and databases are shared across all hosted districts. While the ACOE approach is more modern, reliable, scalable and maintainable than a standalone approach, providing OUSD with direct database access to Escape is not possible due to the shared nature of the environment.

The proposed Addendum addresses this issue by providing data replication services. Specifically, ACOE hosts a standalone database which is updated in near real time with information from Escape. The replicated data includes the tables and fields needed to support the auxiliary systems in the Business Operations Portal. Because the replicated database only includes OUSD data, ACOE is able to provide OUSD with direct database access similar to that previously available through IFAS, thereby enabling the Technology Services team to continue maintaining the current integration approach implemented in the Business Operations Portal.

The Technology Services team has developed and launched a number of integrations which download data from Escape and use it to populate auxiliary systems. For example, vendor, requisition and purchase order information is downloaded nightly from Escape and then loaded into the ContractsOnline system, where it is used to ensure that the correct information is populated for each standard professional services contract. Similarly, staff data is loaded into Aeries to support master scheduling and Aeries access for teachers and other staff.

Competitively Bid

No

If no, exception: Sole Source. (Because ACOE hosts the Escape system, they are the only entity who can provide OUSD with the required replicated database services. In addition, the overall cost of \$3,460 represents less than 1% of our overall cost to ACOE to maintain and support the Escape system, while providing OUSD with the ability to successfully integrate Escape with over 10 other mission-critical systems.)

Fiscal Impact

\$3,460.00 from Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Attachments

- Addendum No. 3 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated July 1, 2019 through June 30, 2020
- Addendum No. 2 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated July 1, 2018 through June 30, 2019
- Addendum No. 1 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated July 1, 2017 through June 30, 2018.
- ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016

ADDENDUM NO. 3 TO ACOE-OUSD AGREEMENT FOR ESCAPE TECHNOLOGY, INC. SCHOOL BUSINESS SOFTWARE & SYSTEM SUPPORT SERVICES

Memorandum of Understanding for Escape OL5 Data Replication Services

7/1/2019 to 6/30/2020

Effective November 1, 2016, the Oakland Unified School District ("OUSD") and Alameda County Office of Education ("ACOE") entered into an Agreement for Escape Technology, Inc. School Business Software & System Support Services (OUSD Enactment No. 16-1700) ("Escape Master Agreement").

OUSD and ACOE hereby enter into this Addendum No. 3 to the Escape Master Agreement, as follows:

This Addendum No. 3/Memorandum of Understanding ("MOU") is between OUSD and Alameda County Office of Education (ACOE) for Escape OL5 SQL Data Replication Services and related maintenance and support through ACOE Network. OUSD wishes to contract with ACOE for Data Replication Services and ACOE is willing to supply the ACOE Network services to OUSD. ACOE and OUSD agree as follows:

1. SERVICES

Services provided by ACOE are described in Appendix A. Any changes to specified service detailed in Appendix A must be made before the signed contract date.

2. OUSD RESPONSIBILITIES

- Licensing and maintenance costs associated with SQL Server (if any)
- Maintain best security practices on their SQL Subscriber Server
- Maintain Windows Server and SQL Server updates
- Open Port 1433 (SQL Port) on Subscriber Server to allow data replication
- Changes in Firewall rules (subject to ACOE approval)
- Any breach in security or loss of data outside of ACOE's scope
- Any costs for gathering data and creating publication
- Grant ACOE full access to Subscriber Server for auditing and support purposes
- Escape OL5 Production data will be accessible on the Subscriber Server ONLY.
- Subscriber Server will only be accessible from OUSD's subnet.
- If SQL data must be transported to a 3rd party OUSD must make a written request that ACOE will review and provide approval.

3. PAYMENT

In consideration of the services set forth above to be performed by ACOE, OUSD shall pay ACOE the amount according to the options selected in Schedule A. OUSD agrees to be billed and pay annually for Data Replication services and miscellaneous service fees according to the rates established by this MOU. OUSD agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this MOU is terminated, OUSD is still responsible for any charges on OUSD's account.

4. TERM

The services outlined above shall be provided from 7/1/2019 to 6/30/2020. This MOU may be renewed by a written mutual agreement, signed by both parties.

5. ALTERATION OF MOU

This MOU may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

6. ASSIGNABILITY

Any product or service provided to OUSD may not be assigned, transferred or resold without written authorization from ACOE.

7. PRIVACY

ACOE provides virtual services that could house OUSD school district student data. OUSD student records residing on ACOE technology platforms will remain the property and responsibility of OUSD. OUSD student data will not be used for any commercial gain. Furthermore, any student data residing on ACOE platforms will be removed within 90 days of the termination of OUSD's service contract.

8. PENALTIES FOR IMPROPER USES

Should OUSD violate ACOE Acceptable Use Policy, OUSD is subject to loss of network privileges. In addition, pursuant to State of California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. OUSD is required to adopt, at a minimum, the ACOE AUP and is encouraged to create its own.

9. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this MOU for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount OUSD must pay for selected services.
2. The Acceptable Use Policy outlined in Appendix B is local policy for ACOE. ACOE is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

10. ESCAPE MASTER AGREEMENT GOVERNS MATTERS NOT ADDRESSED HEREIN

OUSD and ACOE hereby agree that the Escape Master Agreement governs all terms and conditions of this MOU that are not otherwise expressly set forth in this MOU. The parties further agree that should any term or provision of this MOU conflict with any terms or provisions of the Escape Master Agreement, the Escape Master Agreement shall govern.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ALAMEDA COUNTY OFFICE OF EDUCATION

L. Karen Monroe, County Superintendent of Schools



Date 6.12.19

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng, President, Board of Education



Date 6/27/19

Kyla Johnson-Trammel, Superintendent



Date 6/27/19

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: 
Michael L. Smith, Attorney at Law

6/18/19

Schedule A

Schedule of Services

ACOE reserves the right to refuse service to anyone at any time for violation of this MOU.

Organization: Oakland USD

Item	Qty.	Description	One Time Cost	Annual Cost
Self Service VM Hosting	1	2 CPU, 16GB RAM, 100GB SSD	\$0	\$3,120.00
SQL Setup for Escape	0	Initial install of SQL for Escape Replication (Optional)	\$340.00	\$340.00
SQL Backup				
TOTAL COST				\$3,460.00

Approved Users Full Name	Account Name	Job Title	Email Address	Phone Number

Initials:

ORGANIZATION



ACOE

Appendix A

ACOE Escape OL5 Data Replication Services

Self Service Virtual Machine Hosting

ACOE-Net provides Infrastructure as a service (IAAS). As part of this service, ACOE-Net will setup an administrator account from the approved users list in schedule A. The approved users can create up to 15 virtual machines for the organization. ACOE can also provide for an additional fee: consulting services in areas such as server setup & maintenance.

Included:

- A login to the ACOE Network self-service portal
- ACOE will provide 62 public IP addresses from ACOE Network's address pool (ACOE owned)
- OUSD can create 15 virtual machines (Fees Apply)
- Initial install of SQL for Escape Replication (Fees Apply)

ACOE Network Escape OL5 Data Replication Services Restrictions

The sensitive data listed below will NOT be replicated over:

- Social Security Numbers
- Other Data at ACOE Management's discretion
- ACOE will have full access to "The District's" Subscriber Server for auditing and support purposes

ACOE Network Escape OL5 Data Replication Service *(based on a 12 month commitment)*

2 CPU	16 GB RAM	100GB SSD	Windows 2012 R2	\$3,120
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The pricing contained in this MOU is based on a virtual machine with 2 (Core) CPUs, 16GB RAM and 100GB Storage.

Appendix B

Acceptable Use Policy

General Acceptable Use

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.

- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOE Network, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOE Network to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOE, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOE Network related research, instruction, or administrative applications, or when there is personal monetary gain.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
File Number	18-2275
Introduction Date	11/14/2018
Enactment Number	18-1742
Enactment Date	11/14/18 lf

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marcus Battle, Chief Business Officer
Susan Beltz, Chief Technology Officer *SB*

Board Meeting Date November 14, 2018

Subject Approval of Addendum No. 2 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016

Action Requested Approval of Addendum No. 2 beginning July 1, 2018 through June 30, 2019 in the amount of \$3,460 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016.

Background

A one paragraph explanation of why the consultant's services are needed.

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.

In addition to the Escape system, several auxiliary applications are currently available on the Business Operations Portal which are necessary to effectively operate the Finance, Payroll and Talent divisions,



while providing meaningful data and tools to our school site staff. These essential systems, which include Contracts Online, SmartFind Express, Financial Transparency Dashboard, etc. require data from Escape in order to continue functioning properly. The proposed Addendum renews the data replication services necessary to load data from Escape into the various auxiliary applications that depend upon this data. These data replication services were originally Board-approved in 2017-18 for a one-year term and were launched alongside Escape on July 1, 2018.

Discussion

One paragraph summary of the scope of work.

OUSD previously implemented direct access to the underlying database for the IFAS system (which was replaced by the Escape system on July 1, 2018). With IFAS, direct database access was possible because Sungard hosts the system for OUSD using a standalone environment. The Alameda County Office of Education (ACOE) has implemented Escape using a multi-tenant approach, which means that the underlying servers and databases are shared across all hosted districts. While the ACOE approach is more modern, reliable, scalable and maintainable than a standalone approach, providing OUSD with direct database access to Escape is not possible due to the shared nature of the environment.

The proposed Addendum addresses this issue by providing data replication services. Specifically, ACOE hosts a standalone database which is updated nightly with information from Escape. The replicated data includes the tables and fields needed to support the auxiliary systems in the Business Operations Portal. Because the replicated database only includes OUSD data, ACOE is able to provide OUSD with direct database access similar to that available through IFAS, thereby enabling the Technology Services team to continue maintaining the current integration approach implemented in the Business Operations Portal.

The Technology Services team has developed and launched a number of integrations which download data from Escape and use it to populate auxiliary systems. For example, vendor, requisition and purchase order information is downloaded nightly from Escape and then loaded into the ContractsOnline system, where it is used to ensure that the correct information is populated for each standard professional services contract. Similarly, staff data is loaded into Aeries to support master scheduling and Aeries access for teachers and other staff.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Recommendation

Approval of Addendum No. 2 beginning July 1, 2018 through June 30, 2019 in the amount of \$3,460 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016.

Fiscal Impact

\$3,460 from Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Attachments

Addendum No. 2 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated July 1, 2018 through June 30, 2019

Addendum No. 1 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated July 1, 2017 through June 30, 2018.

ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the
Board Office With Every Consent
Agenda Contract.

Legislative File ID No. 18-2275
Department: Technology Services Department
Vendor Name: Alameda County Office of Education (ACOE)
Contract Term: Start Date: July 1, 2018 End Date: June 30, 2019
Annual Cost: \$ 3,460.00
Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes ___ No X

Why was this Vendor selected?

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. In addition to the planned Escape system, several auxiliary applications are currently available on the OUSD Business Operations Portal, such as Contracts Online, SmartFind Express, Financial Transparency Dashboard, etc. These essential systems require data from Escape in order to continue functioning properly. The proposed Addendum provides the data replication services needed to load data from Escape into the various auxiliary applications that depend upon this data. These data replication services were originally Board-approved in 2017-18 for a one-year term and were launched alongside Escape on July 1, 2018.

Summarize the services this Vendor will be providing.

ACOE will provide data replication services and related support. Specifically, ACOE will host a standalone database which is updated nightly with information from Escape. The replicated data will include the tables and fields needed to support the auxiliary systems in the Business Operations Portal. OUSD will be provided with direct access to the replicated database, thereby enabling the Technology Services team to continue maintaining the current integration approach implemented in the Business Operations Portal.

Was this contract competitively bid? Yes ___ No X

If No, answer the following:

1) How did you determine the price is competitive?

Because ACOE hosts the Escape system, they are the only entity who can provide OUSD with the required replicated data services. In addition, the overall cost of \$3,460 represents less than 1% of our overall cost to ACOE to maintain and support the Escape system, while providing OUSD with the ability to successfully integrate Escape with over 10 other mission-critical systems.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$ 90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$ 90,200 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

ADDENDUM NO. 2 TO ACOE-OUSD AGREEMENT FOR ESCAPE TECHNOLOGY, INC. SCHOOL BUSINESS SOFTWARE & SYSTEM SUPPORT SERVICES

Memorandum of Understanding for Escape OL5 Data Replication Services

7/1/2018 to 6/30/2019

Effective November 1, 2016, the Oakland Unified School District ("OUSD") and Alameda County Office of Education ("ACOE") entered into an Agreement for Escape Technology, Inc. School Business Software & System Support Services (OUSD Enactment No. 16-1700) ("Escape Master Agreement").

OUSD and ACOE hereby enter into this Addendum No. 2 to the Escape Master Agreement, as follows:

This Addendum No. 2/Memorandum of Understanding ("MOU") is between OUSD and Alameda County Office of Education (ACOE) for Escape OL5 SQL Data Replication Services and related maintenance and support through ACOE Network. OUSD wishes to contract with ACOE for Data Replication Services and ACOE is willing to supply the ACOE Network services to OUSD. ACOE and OUSD agree as follows:

1. SERVICES

Services provided by ACOE are described in Appendix A. Any changes to specified service detailed in Appendix A must be made before the signed contract date.

2. OUSD RESPONSIBILITIES

- o Licensing and maintenance costs associated with SQL Server (if any)
- o Maintain best security practices on their SQL Subscriber Server
- o Maintain Windows Server and SQL Server updates
- o Open Port 1433 (SQL Port) on Subscriber Server to allow data replication
- o Changes in Firewall rules (subject to ACOE approval)
- o Any breach in security or loss of data outside of ACOE's scope
- o Any costs for gathering data and creating publication
- o Grant ACOE full access to Subscriber Server for auditing and support purposes
- o Escape OL5 Production data will be accessible on the Subscriber Server ONLY.
- o Subscriber Server will only be accessible from OUSD's subnet.
- o If SQL data must be transported to a 3rd party OUSD must make a written request that ACOE will review and provide approval.

3. PAYMENT

In consideration of the services set forth above to be performed by ACOE, OUSD shall pay ACOE the amount according to the options selected in Schedule A. OUSD agrees to be billed and pay annually for Data Replication services and miscellaneous service fees according to the rates established by this MOU. OUSD agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this MOU is terminated, OUSD is still responsible for any charges on OUSD's account.

4. TERM

The services outlined above shall be provided from 7/1/2018 to 6/30/2019. This MOU may be renewed by a written mutual agreement, signed by both parties.

5. ALTERATION OF MOU

This MOU may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

6. ASSIGNABILITY

Any product or service provided to OUSD may not be assigned, transferred or resold without written authorization from ACOE.

7. PRIVACY

ACOE provides virtual services that could house OUSD school district student data. OUSD student records residing on ACOE technology platforms will remain the property and responsibility of OUSD. OUSD student data will not be used for any commercial gain. Furthermore, any student data residing on ACOE platforms will be removed within 90 days of the termination of OUSD's service contract.

8. PENALTIES FOR IMPROPER USES

Should OUSD violate ACOE Acceptable Use Policy, OUSD is subject to loss of network privileges. In addition, pursuant to State of California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. OUSD is required to adopt, at a minimum, the ACOE AUP and is encouraged to create its own.

9. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this MOU for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount OUSD must pay for selected services.
2. The Acceptable Use Policy outlined in Appendix B is local policy for ACOE. ACOE is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

10. ESCAPE MASTER AGREEMENT GOVERNS MATTERS NOT ADDRESSED HEREIN

OUSD and ACOE hereby agree that the Escape Master Agreement governs all terms and conditions of this MOU that are not otherwise expressly set forth in this MOU. The parties further agree that should any term or provision of this MOU conflict with any terms or provisions of the Escape Master Agreement, the Escape Master Agreement shall govern.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ALAMEDA COUNTY OFFICE OF EDUCATION

L. Karen Monroe, County Superintendent of Schools

_____ Date _____

OAKLAND UNIFIED SCHOOL DISTRICT


Aimee Eng, President, Board of Education

 _____ Date 11/15/18

Kyla Johnson-Trammel, Superintendent

 _____ Date 11/15/18

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By:  10/17/18
Michael L. Smith, Attorney at Law
(1600's 10/17/18)

Appendix A

ACOE Escape OL5 Data Replication Services

Self Service Virtual Machine Hosting

ACOE-Net provides Infrastructure as a service (IAAS). As part of this service, ACOE-Net will setup an administrator account from the approved users list in schedule A. The approved users can create up to 15 virtual machines for the organization. ACOE can also provide for an additional fee: consulting services in areas such as server setup & maintenance.

Included:

- A login to the ACOE Network self-service portal
- ACOE will provide 62 public IP addresses from ACOE Network's address pool (ACOE owned)
- OUSD can create 15 virtual machines (Fees Apply)
- Initial install of SQL for Escape Replication (Fees Apply)

ACOE Network Escape OL5 Data Replication Services Restrictions

The sensitive data listed below will NOT be replicated over:

- Social Security Numbers
- Other Data at ACOE Management's discretion
- ACOE will have full access to "The District's" Subscriber Server for auditing and support purposes

ACOE Network Escape OL5 Data Replication Service (based on a 12 month commitment)

2 CPU	16 GB RAM	100GB SSD	Windows 2012 R2	\$3,120
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The pricing contained in this MOU is based on a virtual machine with 2 (Core) CPUs, 16GB RAM and 100GB Storage.

Appendix B

Acceptable Use Policy

General Acceptable Use

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.

- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOE Network, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOE Network to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOE, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOE Network related research, instruction, or administrative applications, or when there is personal monetary gain.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Board Office Use: **Legislative File Info.**

File Number	17-2070
Introduction Date	10/25/2017
Enactment Number	17-1524
Enactment Date	10/25/17 <i>SC</i>

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Vernon Hal, Senior Business Officer *VEH*
Susan Beltz, Chief Technology Officer *SB*

Board Meeting Date October 25, 2017

Subject Approval of Addendum No. 1 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016

Action Requested Approval of Addendum No. 1 beginning July 1, 2017 through June 30, 2018 in the amount of \$3,460 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016.

Background On October 26, 2016, the Oakland Unified School District (OUSD) approved a new Business Operations System (Escape), which will be the core Finance, Payroll and Talent backbone system for the OUSD Business Operations Portal. This project is currently in progress with an expected launch date of July 1, 2018.



In addition to the planned Escape system, several auxiliary applications are currently available on the Business Operations Portal which are necessary to effectively operate the Finance, Payroll and Talent divisions, while providing meaningful data and tools to our school site staff. These essential systems, which include Contracts Online, SmartFind Express, Financial Transparency Dashboard, etc. will require data from Escape in order to continue functioning properly. The proposed Addendum provides the data replication services necessary to load data from Escape into the various auxiliary applications that depend upon this data.

Discussion

OUSD has direct access to the underlying database for the current IFAS system (which will be replaced by the Escape system on July 1, 2018). The Technology Services team has developed a number of integrations which download data from IFAS and use it to populate auxiliary systems. For example, vendor, requisition and purchase order information is downloaded nightly from IFAS and then loaded into the ContractsOnline system, where it is used to ensure that the correct information is populated for each standard professional services contract.

With IFAS, direct database access is possible because Sungard hosts the system for OUSD using a standalone environment. The Alameda County Office of Education (ACOE) has implemented Escape using a multi-tenant approach, which means that the underlying servers and databases are shared across all hosted districts. While the ACOE approach is more modern, reliable, scalable and maintainable than a standalone approach, providing OUSD with direct database access to Escape is not possible due to the shared nature of the environment.

The proposed Addendum addresses this issue by providing data replication services. Specifically, ACOE will host a standalone database which is updated nightly with information from Escape. The replicated data will include the tables and fields needed to support the auxiliary systems in the Business Operations Portal. Because the replicated database will only include OUSD data, ACOE is able to provide OUSD with direct database access similar to that currently available through IFAS, thereby enabling the Technology Services team to continue maintaining the current integration approach implemented in the Business Operations Portal.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Recommendation	Approval of Addendum No. 1 beginning July 1, 2017 through June 30, 2018 in the amount of \$3,460 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016.
Fiscal Impact	\$3,460 from Funding Resource 9999994701: General Purpose (GP) Software Licensing
Attachments	Addendum No. 1 to ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services ACOE-OUSD Agreement for Escape Technology, Inc. School Business Software & System Support Services dated October 26, 2016



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.**

Legislative File ID No. 17-2070

Department: Technology Services

Vendor Name: Alameda County Office of Education (ACOE)

Contract Term: Start Date: July 1, 2017 End Date: June 30, 2018

Annual Cost: \$ 3,460

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

On October 26, 2016, the Oakland Unified School District (OUSD) approved an agreement to begin using the Escape system hosted by ACOE as its Business Operations System, which will be the core Finance, Payroll and Talent backbone system for the OUSD Business Operations Portal. In addition to the planned Escape system, several auxiliary applications are currently available on the OUSD Business Operations Portal, such as Contracts Online, SmartFind Express, Financial Transparency Dashboard, etc. These essential systems require data from Escape in order to continue functioning properly. The proposed Addendum provides the data replication services needed to load data from Escape into the various auxiliary applications that depend upon this data.

Summarize the services this Vendor will be providing.

ACOE will provide data replication services and related support. Specifically, ACOE will host a standalone database which is updated nightly with information from Escape. The replicated data will include the tables and fields needed to support the auxiliary systems in the Business Operations Portal. OUSD will be provided with direct access to the replicated database, thereby enabling the Technology Services team to continue maintaining the current integration approach implemented in the Business Operations Portal.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

Because ACOE hosts the Escape system, they are the only entity who can provide OUSD with the required replicated data services. In addition, the overall cost of \$3,460 represents only 1% of our overall cost to ACOE to maintain and support the Escape system, while providing OUSD with the ability to successfully integrate Escape with over 10 other mission-critical systems.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**ADDENDUM NO. 1 TO ACOE-OUSD AGREEMENT FOR ESCAPE TECHNOLOGY, INC.
SCHOOL BUSINESS SOFTWARE & SYSTEM SUPPORT SERVICES**

Memorandum of Understanding for Escape OL5 Data Replication Services

7/1/2017 to 6/30/2018

Effective November 1, 2016, the Oakland Unified School District ("OUSD") and Alameda County Office of Education ("ACOE") entered into an Agreement for Escape Technology, Inc. School Business Software & System Support Services (OUSD Enactment No. 16-1700) ("Escape Master Agreement").

OUSD and ACOE hereby enter into this Addendum No. 1 to the Escape Master Agreement, as follows:

This Addendum No. 1/Memorandum of Understanding ("MOU") is between OUSD and Alameda County Office of Education () for Escape OL5 SQL Data Replication Services and related maintenance and support through ACOE Network. OUSD wishes to contract with ACOE for Data Replication Services and ACOE is willing to supply the ACOE Network services to OUSD. ACOE and OUSD agree as follows:

1. SERVICES

Services provided by ACOE are described in Appendix A. Any changes to specified service detailed in Appendix A must be made before the signed contract date.

2. OUSD RESPONSIBILITIES

- o Licensing and maintenance costs associated with SQL Server (if any)
- o Maintain best security practices on their SQL Subscriber Server
- o Maintain Windows Server and SQL Server updates
- o Open Port 1433 (SQL Port) on Subscriber Server to allow data replication
- o Changes in Firewall rules (subject to ACOE approval)
- o Any breach in security or loss of data outside of ACOE's scope
- o Any costs for gathering data and creating publication
- o Grant ACOE full access to Subscriber Server for auditing and support purposes
- o Escape OL5 Production data will be accessible on the Subscriber Server ONLY.
- o Subscriber Server will only be accessible from OUSD's subnet.
- o If SQL data must be transported to a 3rd party OUSD must make a written request that ACOE will review and provide approval.

3. PAYMENT

In consideration of the services set forth above to be performed by ACOE, OUSD shall pay ACOE the amount according to the options selected in Schedule A. OUSD agrees to be billed and pay annually for Data Replication services and miscellaneous service fees according to the rates established by this MOU. OUSD agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this MOU is terminated, OUSD is still responsible for any charges on OUSD's account.

4. TERM

The services outlined above shall be provided from 7/1/2017 to 6/30/2018. This MOU may be renewed by a written mutual agreement, signed by both parties.

5. ALTERATION OF MOU

This MOU may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

6. ASSIGNABILITY

Any product or service provided to OUSD may not be assigned, transferred or resold without written authorization from ACOE.

7. PRIVACY

ACOE provides virtual services that could house OUSD school district student data. OUSD student records residing on ACOE technology platforms will remain the property and responsibility of OUSD. OUSD student data will not be used for any commercial gain. Furthermore, any student data residing on ACOE platforms will be removed within 90 days of the termination of OUSD's service contract.

8. PENALTIES FOR IMPROPER USES

Should OUSD violate ACOE Acceptable Use Policy, OUSD is subject to loss of network privileges. In addition, pursuant to State of California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. OUSD is required to adopt, at a minimum, the ACOE AUP and is encouraged to create its own.

9. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this MOU for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount OUSD must pay for selected services.
2. The Acceptable Use Policy outlined in Appendix B is local policy for ACOE. ACOE is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

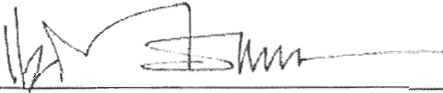
10. ESCAPE MASTER AGREEMENT GOVERNS MATTERS NOT ADDRESSED HEREIN

OUSD and ACOE hereby agree that the Escape Master Agreement governs all terms and conditions of this MOU that are not otherwise expressly set forth in this MOU. The parties further agree that should any term or provision of this MOU conflict with any terms or provisions of the Escape Master Agreement, the Escape Master Agreement shall govern.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ALAMEDA COUNTY OFFICE OF EDUCATION

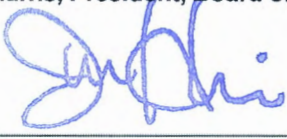
L. Karen Monroe, County Superintendent of Schools



Date _____


OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education




Date 10/26/17

Kyla Johnson-Trammel, Superintendent



Date 10/26/17

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

9/27/17

Schedule A

Schedule of Services

ACOE reserves the right to refuse service to anyone at any time for violation of this MOU.

Organization: Oakland USD

Item	Qty.	Description	One Time Cost	Annual Cost
Self Service VM Hosting	1	2 CPU, 16GB RAM, 100GB SSD	\$0	\$3,120.00
SQL Setup for Escape	0	Initial install of SQL for Escape Replication (Optional)	\$340.00	\$340.00
SQL Backup				
TOTAL COST				\$3,460.00

Approved Users Full Name	Account Name	Job Title	Email Address	Phone Number

Initials: _____  _____
ORGANIZATION ACOE

Initial service date: 7/1/2017

Final service date: 6/30/2018

Appendix A

ACOE Escape OL5 Data Replication Services

Self Service Virtual Machine Hosting

ACOE-Net provides Infrastructure as a service (IAAS). As part of this service, ACOE-Net will setup an administrator account from the approved users list in schedule A. The approved users can create up to 15 virtual machines for the organization. ACOE can also provide for an additional fee: consulting services in areas such as server setup & maintenance.

Included:

- A login to the ACOE Network self-service portal
- ACOE will provide 62 public IP addresses from ACOE Network's address pool (ACOE owned)
- OUSD can create 15 virtual machines (Fees Apply)
- Initial install of SQL for Escape Replication (Fees Apply)

ACOE Network Escape OL5 Data Replication Services Restrictions

The sensitive data listed below will NOT be replicated over:

- Social Security Numbers
- Other Data at ACOE Management's discretion
- ACOE will have full access to "The District's" Subscriber Server for auditing and support purposes

ACOE Network Escape OL5 Data Replication Service *(based on a 12 month commitment)*

Processor	Memory	Disk Storage	Operating System	Annual Cost
2 CPU	16 GB RAM	100GB SSD	Windows 2012 R2	\$3,120

The pricing contained in this MOU is based on a virtual machine with 2 (Core) CPUs, 16GB RAM and 100GB Storage.

Appendix B

Acceptable Use Policy

General Acceptable Use

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.

- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOE Network, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOE Network to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOE, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOE Network related research, instruction, or administrative applications, or when there is personal monetary gain.

Board Office Use: Legislative File Info.	
File ID Number	16-2237
Introduction Date	10/26/16
Enactment Number	16-1700
Enactment Date	10/26/16 02



Memorandum

To Board of Education

From Antwan Wilson, Superintendent
Vernon Hal, Senior Business Officer
Dr. Carey Hawkins Ash, Esq., Deputy Chief, Strategy & Implementation
Ruth Ruth Alahydoian, Chief Financial Officer
Tara Gard, Interim Deputy Chief of Talent
Susan Beltz, Interim Chief Technology Officer
Guillermo Echeverria, Deputy Chief of Continuous Improvement and Project Management

Board Meeting Date October 26, 2016

Subject Business and Operations System

Action Requested Approve the Agreement between Oakland Unified School District (“OUSD” or “District”) and the Alameda County Office of Education (“ACOE”) for the purpose of upgrading and implementing the District’s new Business and Operations System to support the District’s Business and Operations Portal.

Background OUSD has used Sungard’s Integrated Finance and Accounting System (“IFAS”) as its primary operating system since January 2004. Sungard required OUSD to upgrade IFAS from version 7.7 to 7.9 in November, 2015, as IFAS stopped supporting version 7.7. OUSD used IFAS 7.7 for over four (4) years and was one of Sungard’s last customers to upgrade. The IFAS upgrade presented multiple challenges so severe that it was a practical downgrade. Key issues included: (1) reduction of reporting capacity; (2) delays in entering and receiving data; and (3) numerous data inaccuracies, in addition to: (4) tripling the time to complete key operations; (5) multiple unplanned outages; and (6) constant unexpected errors and system disconnections.

Discussion Ratifying this Agreement will ameliorate issues impacting OUSD’s functional departments, but will more importantly align OUSD with ACOE’s fiduciary duties relative to the District. Due to the 2012 revision to the conditions governing the District’s state loan (Swanson Bill), the ACOE Superintendent will serve as the District’s authoritative OUSD fiduciary upon the transition of financial oversight from the state to ACOE.

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 districts. By not currently operating on the ACOE/Escape system, OUSD is now the largest county school district outlier. As a result, it is in OUSD’s best interest to enter into this Agreement. Doing so will secure a sub-license to procure Escape’s software, ensure the District’s hosting by ACOE, and provide a wholly integrated business and operations solution, comprised of human resources, finance, budget, accounting, and payroll systems.

Recommendation Ratification of professional services contract between OUSD and ACOE. Services to be primarily provided to OUSD for the period of November 1, 2016, through June 30, 2021.

Fiscal Impact Unrestricted general purpose funds not to exceed \$5,964,494 over the next five (5) years.

Attachments Professional Services Contract (including scope of work); Executive memorandum; Powerpoint

Business and Operations Division

To: OUSD Board of Education
From: Antwan Wilson, Superintendent
Vernon Hal, Senior Business Officer,
Dr. Carey Hawkins Ash, Esq., Deputy Chief, Strategy & Implementation
Ruth Ruth Alahydoian, Chief Financial Officer
Tara Gard, Interim Deputy Chief of Talent
Susan Beltz, Interim Chief Technology Officer
Guillermo Echeverria, Deputy Chief of Continuous Improvement and Project Management

Subject: **Business and Operations Portal (Financial and Talent System)**
Date: October 26, 2016

OVERVIEW & OBJECTIVE

- The goal of this project is to design and implement a new Business and Operations System (Escape), which will be the operating system backbone to Oakland Unified School District's ("OUSD" or "District") Business Operations Portal. Escape is the system currently used by a majority of school districts in Alameda County and by the Alameda County Office of Education ("ACOE").
- We are **requesting** the Board of Education's **approval** of the agreement between OUSD and ACOE for the amounts of \$2,500,272 (over two (2) years) and \$3,464,222 (over three (3) years) for a projected total of \$5,964,494 over five (5) years.

SUMMARY

- The Business Operations Portal has already launched with our updated intranet, and gives all District employees one single place to go for their interactions with human resource and finance data via various tools with a single sign-on using District email. However, it is the Portal's underlying support system that must change.
- While auxiliary applications are currently available on the Business Operations Portal (e.g. Contracts Online; SmartFind Express; Financial Transparency Dashboard), the new Portal backbone will include all the applications necessary to effectively operate both the Talent and Finance Divisions, while providing meaningful data and tools to our staff at schools.

Business and Operations System Global History

OUSD has used Sungard's Integrated Finance and Accounting System (IFAS) as its primary operating system since January 2004. Sungard required OUSD to upgrade IFAS from version 7.7 to 7.9 in November 2015 as IFAS stopped supporting version 7.7. OUSD used IFAS 7.7 for over four (4) years and was one of Sungard's last customers to upgrade.

Business and Operations Division

The IFAS upgrade presented multiple challenges so severe that it was a practical downgrade. Key issues included:

- Reduction of reporting capacity;
- Delays in entering and receiving data; and
- Numerous data inaccuracies.

Additionally, performance and stability are much worse since the upgrade. For example:

- Many key operations take over three times (3x) as long;
- Multiple unplanned outages;
- Constant unexpected errors and system disconnections.

As a result, staff in multiple operational departments are working extended hours as the system takes a longer time to enter and review data. Customers are experiencing delays and errors, which reduce their trust in the system.

Talent Specific Business and Operations System History

In light of the ongoing problems with IFAS, Talent moved forward with a switch to Workday's human capital management system and worked with Sungard to create an application program to interface IFAS with Workday so data could be communicated between Talent and Payroll. At the last minute, just as the interface was to begin testing, Sungard informed OUSD that they would not support the data interface. The result is that OUSD will not be able to implement Workday.

Baseline Standards for New Business and Operations System

The District conducted an evaluation process and as part of this process, the District's leadership developed a set of expectations in our search for a replacement operating system:

1. The system has to be proven in a California K-12 organization of comparable size to OUSD.
2. Payroll and employee management functions must be in the same system.
3. If multiple systems need to be interfaced to support core functions, the interface must have been previously implemented by the vendor in other California K-12 districts.
4. The system must implement the basic core financial, accounting, payroll, and employee management operations.
5. The new system must include all current system functions.
6. The live date of the new system must begin July, 2018.

After the evaluation process, the district leadership determined that Escape was the best solution and it will meet the majority of the needs contemplated by Finance and Talent departments.

Benefits of Purchasing the Escape System

The benefits of purchasing the Escape system are:

- The system is contracted and hosted by Alameda County Office of Education (ACOE) which will improve support and accountability.
- The vendor has recent, applicable implementation experience in Alameda County (e.g. Fremont Unified and Castro Valley Unified School Districts).
- The system has proven compatibility with California's K-12 education and financial reporting systems.
- The system is a wholly integrated solution, comprised of human resources, finance, budget, accounting, and payroll systems.

Securing Internal Stakeholder Support

OUSD desires to use the same system as ACOE, which will increase accuracy, integration, and reporting efficiencies. As part of the evaluation process, and in order to gauge buy-in, OUSD conducted internal stakeholder sessions with multiple departments to determine if Escape will deliver a better service to OUSD customers from April to October, 2016. Based on the session outcomes, we are confident that Escape will deliver a better system to users across the organization.

Financial Considerations

The outline of costs for our move to Escape are as follows:

- Our **one time external implementation costs** are estimated to be **\$617,773**. This consists of:
 - Project management;
 - Data conversion;
 - Custom interface development;
 - Staff training; and
 - Vendor travel.

The above costs will be incurred from November, 2016, through June, 2018 and are represented in the chart below.

- Our **recurring licensing and hosting costs** are **\$365,000 per year** for ACOE hosting **plus an additional \$764,500 per year** for Escape licensing. Hosting and licensing **fees will increase based upon CPI** (estimated at 2%) starting in 2019-20. In addition, we will **incur yearly staff training costs of \$2,500 per year** starting in 2018-19.



Business and Operations Division

The five (5) year cost outline is below.

Fiscal Year (Jul-Jun)	2016-17 (Prorated)	2017-18	2018-19	2019-20	2020-21	Line Total
One-Time Implementation Costs (Estimated)	\$264,760	\$353,013				\$617,773
ACOE Hosting	\$243,333	\$365,000	\$365,000	\$372,300	\$379,746	\$1,725,379
Escape Licensing	\$509,666	\$764,500	\$764,500	\$779,790	\$795,386	\$3,553,842
Staff Training			\$2,500	\$2,500	\$2,500	\$7,500
GRAND TOTAL	\$1,017,759	\$1,482,513	\$1,132,000	\$1,154,590	\$1,177,632	\$5,964,494

Our **total costs during implementation**, which extends through June, 2018 are **\$2,500,272**.

Our **total costs for three years post-implementation**, July, 2019, through June, 2021, are **\$3,464,222**.

Our **projected total costs are \$5,964,494 over five (5) years**.

Identified Funding and Cost Savings

The District has identified budget savings from the discontinuation of the operating costs associated with IFAS and Workday to substantially fund this project. In addition, ACOE has agreed to contribute \$150,000 towards the one-time cost of implementation.

Conclusion and Recommendation

With Escape at the core of the Business Operations Portal, the Talent, Finance, and Technology Divisions will be well positioned to ensure OUSD meets its goals having **Effective Talent Programs** and becoming an **Accountable School District**. The move to Escape will happen over the next two years. This timing is dictated by both ACOE and Escape to ensure a well-planned and smooth deployment that will be scheduled for July 2018.

We recommend the Board of Education **approve** the agreement for ACOE and Escape for the amounts of **\$2,500,272 (over the next two (2) years)** and **\$3,464,222 (over the following three (3) years)** for a **projected total of \$5,964,494 over five (5) years**.



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 16-2237

Department: Business Operations

Vendor Name: Alameda County Office of Education (ACOE)

Contract Term: Start Date: 11/1/16 End Date: 6/30/21

Annual Cost: \$ 1,017,759.00

Approved by: _____

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

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 districts. By not currently operating on the ACOE/Escape system, OUSD is now the largest county school district outlier. As a result, it is in OUSD's interest to enter into this Agreement. Doing so will secure a sub-license to procure Escape's software, ensure the District's hosting by ACOE, and provide a wholly integrated business and operations solution, comprised of human resources, finance, budget, accounting, and payroll systems.

Summarize the services this Vendor will be providing.

Escape School Business software and system support services for the administration of OUSD's Fiscal, Payroll, Talent, and other related functions.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

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 districts.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



**AGREEMENT BETWEEN ALAMEDA COUNTY OFFICE OF EDUCATION
AND OAKLAND UNIFIED SCHOOL DISTRICT
FOR
ESCAPE TECHNOLOGY, INC. SCHOOL BUSINESS SOFTWARE
AND
SYSTEM SUPPORT SERVICES**

THIS AGREEMENT is made and entered into on the 1st day of November, 2016, in the state of California, County of Alameda, by and between the **Alameda County Office of Education** ("ACOE") and **Oakland Unified School District** ("OUSD") (collectively referred to herein at times as "Parties" and singularly as "Party").

WHEREAS, OUSD wishes to obtain, and ACOE wishes to provide certain Data Processing Services and Business Systems understood by both parties to be necessary for the administration of OUSD's Fiscal, Payroll, Human Resources and other related functions.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

I. SERVICES AND STANDARDS

- A.** ACOE will provide OUSD with *Escape Online5* School Business Software, Data Processing, and Support Services as described in the following, as well as the services provided in Schedule A to this Agreement, which Schedule A is incorporated as if fully set forth herein:
1. Financial, Payroll, Human Resources and Data Processing Services using *Escape Online5* system software, as licensed to ACOE by Escape Technology, Inc. Warrant processing will follow the procedure as is outlined in Schedule B.
 2. Servers, network infrastructure, located at ACOE, sufficient to facilitate the active use of the provided school business system.

ACOE will provide for the connection of all the communication equipment required to interface with ACOE's Processing Center located at ACOE. Any communication equipment required to interface with ACOE's Processing Center needed by OUSD, to be located on OUSD's premises, will be provided by OUSD.

A dedicated work connection will be required to connect OUSD's Network to ACOE Processing Center. OUSD will provide all Workstations that meet minimum requirements for Escape Technology software as detailed in Appendix A: ACOE supports PC compatible computers.

3. Oversight and coordination of Implementation and Data Conversion services are included in the contracted agreement with ACOE and will be provided by ACOE and/or coordinated with Escape Technology. Any OUSD-specific customization necessary will be done by Escape Technology and charged to OUSD. Any and all conversion costs are identified in Schedule C.

It is anticipated that the majority of all finance and payroll information will be converted and uploaded into the Escape System, however, both parties understand that some manual data entry may be required if data cannot be easily converted. If OUSD elects to have ACOE provide data entry services, an additional charge will be required.

4. Training and technical support services.

a. Training Prior to Implementation

All pre-implementation training that will be provided shall be scheduled at a site that is agreed upon by OUSD and ACOE and will be provided by either Escape Technology, Inc. trainers or ACOE staff. Training classes are limited to no more than 25 attendees per session. Training may be scheduled in full or half-day sessions depending on the type of training.

b. Training After Implementation

After completion of implementation training, additional days of training may be scheduled if needed by OUSD, with said training to be provided at a site mutually agreed upon by OUSD and ACOE. Any training provided by Escape Technology will be billed at the applicable rate charged by the third party vendor. Post-implementation training may be scheduled in full or half-day sessions depending on the type of training.

c. Training to Implement New Modules or Enhancements

Training regarding new modules, enhancements and/or system changes made by Escape Technology and/or ACOE will be provided by ACOE as needed to implement new modules or to review new enhancements or system changes or to train new staff. Help will be provided by telephone and internet to OUSD staff members, as needed.

ACOE will hold periodic County-wide user group meetings at a site designated by ACOE to address specific group concerns and to share information.

5. An implementation plan will be jointly developed between ACOE and OUSD which identifies all of the specific tasks that need to be performed to complete the data conversion and staff training.

II. TERM, FEES AND PAYMENT

A. Term

This Agreement shall be for a term of three (3) years commencing November 1, 2016 and terminating on June 30, 2019. Thereafter, this Agreement shall continue on a year-to-year basis for a total of two (2) additional years, unless terminated, as set forth below in this Agreement.

B. Fees

OUSD shall pay to ACOE all costs as outlined in Schedule C, which is incorporated into this Agreement as if fully set forth herein.

1. Prorated Year One & Fee Increases

Payment for year one (*i.e.*, November 1, 2016 to June 30, 2017) of this Agreement is due at signing and the year one costs and fees set forth in Schedule C will be prorated accordingly. Payment for the prorated year one for the Implementation Costs and the License and Maintenance portion of the contractual fees shall be made directly to Escape Technology, Inc., and payment for the Support and Operations portion of the contractual fees shall be made to ACOE. The annual recurring Support and Operations fees listed in Schedule C shall be adjusted by the published funded Cost-of-Living percentage for Unified School Districts in the State of California effective July 1 of each contract year, plus any increase to Escape maintenance costs incurred by ACOE.

2. Payment Terms

Payment in full for annual ongoing License and Maintenance costs, as well as Support and Operations costs, in subsequent years (*i.e.*, years two and beyond, commencing on July 1, 2017) shall be made to ACOE on or before July 15 of the contracted year. ACOE shall submit an annual invoice to OUSD for one-time costs not otherwise identified in Schedule C. OUSD shall pay Escape Technology, Inc. directly for Implementation costs and/or other services provided by Escape within thirty (30) days of satisfactory completion of the work and receipt of an invoice from Escape.

III. WAIVER OF LIABILITY, MAINTENANCE OF RECORDS, SYSTEM PERFORMANCE AND BACKUP FACILITIES

ACOE shall not be liable for damage, loss of data, delays and errors occurring by reason of circumstances beyond its reasonable control, provided however, that ACOE shall take all prudent and reasonable precautions to ensure that an acceptable system performance and a workable disaster contingency plan is in place.

IV. INDEMNIFICATION

OUSD shall indemnify and hold harmless ACOE, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by OUSD in good faith with due care and without negligence in reliance upon instructions or orders received from ACOE as to anything arising in connection with its performance under this

Agreement. ACOE shall be without liability to OUSD with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

ACOE shall indemnify and hold harmless OUSD, its officers, elected Board, employees, and agents harmless against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by OUSD in good faith with due care and without negligence in reliance upon instructions or orders received from ACOE as to anything arising in connection with its performance under this Agreement. OUSD shall be without liability to ACOE with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

V. CONFIDENTIALITY

ACOE agrees to treat all records and other information with respect to OUSD as confidential. ACOE on behalf of itself and its employees agrees to keep confidential all records and other information with respect to OUSD. OUSD, on behalf of itself and its employees, agrees to keep all information with respect to ACOE confidential; provided, however that if either party is required to produce any such information by order of any government agency or other regulatory body it may, upon written notice to the other party, release the information.

VI. PROVISION OF RECORDS AND DATA

ACOE agrees that all records, data, files, input materials, reports, forms and other data received, computed, developed, used, and/or stored pursuant to this Agreement are the exclusive property of OUSD and that all such records and other data shall be furnished without additional charge, except for actual processing costs, to OUSD in available machine readable form immediately upon termination of this Agreement for any reason whatsoever.

Furthermore, upon OUSD's request at any time or times while this Agreement is in effect, ACOE shall immediately deliver to OUSD, at OUSD's expense, any or all of the data and records held by ACOE pursuant to this Agreement, in the form requested by OUSD. ACOE shall not possess any interest, title or right to any such data or records.

VII. INSPECTION AND AUDIT

- A.** At reasonable times and on reasonable notice to ACOE, OUSD shall have the right to inspect ACOE's books and records to verify the accuracy of any invoices submitted pursuant to this Agreement.
- B.** The parties further acknowledge that ACOE has a legal obligation to maintain accurate records. On reasonable notice to ACOE, OUSD shall have the right to audit ACOE's operations related to this Agreement and its maintenance of OUSD's data.

At OUSD's option, such audits may be performed by either ACOE's internal audit staff or external auditors or by OUSD's external auditors. The audits may be either an operational audit or an accounting audit or both. In the event of an operational audit, OUSD shall have the right

to inspect ACOE's internal business office operation to assure itself that incoming documents are being processed correctly and that the internal business office processing is adequate.

VIII. GENERAL

A. Dispute Resolution & Termination:

1. Dispute Resolution

Notwithstanding anything in this Agreement to the contrary, prior to a party's termination of this Agreement and/or the initiation of any litigation, disputes between OUSD and ACOE regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of this Agreement, shall first be addressed using the below dispute resolution process set forth in subsections (a),(b) and (c).

(a) Escalation to OUSD & ACOE's Senior Business Administrators: In the event of a dispute, the party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (2) the specific sections/provisions of the Agreement that are in dispute; and (3) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute, OUSD's most senior business administrator (presently, OUSD's Senior Business Officer) and ACOE's most senior business administrator (presently, ACOE's Associate Superintendent), along with any other necessary personnel of OUSD and ACOE, shall meet in an informal setting to try to resolve the dispute. If an agreement is reached, within thirty (30) days of the informal meeting, the agreement shall be reduced to writing and shall be signed by both of OUSD and ACOE's most senior business administrators, with the agreement to the dispute considered, and ratified or approved, if necessary, by OUSD's governing board and ACOE's County Superintendent of Schools.

(b) Escalation to OUSD Superintendent & ACOE Superintendent of Schools: Should the informal meeting required in subsection (a), above, fail to resolve the dispute, within ten (10) business days of the meeting required by subsection (a), OUSD's Superintendent and ACOE's County Superintendent of Schools, along with any other necessary personnel of OUSD and ACOE, shall meet in an informal setting to try to resolve the dispute. If an agreement is reached, within thirty (30) days of the informal meeting, the agreement shall be reduced to writing and shall be signed by OUSD's Superintendent and ACOE's County Superintendent of Schools, with the agreement to the dispute considered, and ratified or approved, as required, by OUSD's governing board.

(c) SMCS Mediation: If both informal meetings required by subsections (a) and (b), above, fail to resolve the dispute, the parties shall mediate the dispute pursuant to the following procedure. The party initiating the dispute shall request the State Mediation and Conciliation Service ("SMCS") to appoint a mediator within ten (10) business days of the agreement to mediate to assist the parties in resolving the dispute. If the SMCS is unable or refuses to provide a mediator, the parties shall mutually agree upon a mediator within fifteen (15) days from notice that SMCS will be unable to provide a mediator. The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the

appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven (7) business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts shall be elicited in a narrative fashion, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be duly signed and formally approved by ACOE and OUSD. This provision (c) in no way precludes the parties from agreeing (in writing) to a different form and procedure of alternative dispute resolution, including the use of mediation services from an entity other than SMCS. OUSD and ACOE shall split the costs of mediation/alternative dispute resolution evenly.

Neither party may terminate this Agreement, nor may either party commence a civil action related to the matters subject to the foregoing dispute resolution process, until the dispute resolution process is completed or until the party initiating the dispute makes reasonable efforts to comply with the dispute resolution process and subsequently reasonably concludes that the other party is not engaging in the dispute resolution process in a timely and good faith manner. Either party may file a request for relief for equitable remedies, such as injunctive relief, while proceeding through the dispute resolution process in order to preserve the status quo.

2. Termination Prior to Implementation and Launch of Escape

Subject to compliance with Section VIII.A.1 (Dispute Resolution), at any time prior to the implementation and launch of Escape for use by OUSD, which is anticipated as July 1, 2018, either party may terminate this Agreement by giving the other party no less than 180 days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than 180 days from the date that the notice is provided. In event of termination, ACOE will be paid for those services performed pursuant to the Agreement and to the satisfaction of OUSD, which approval shall not be unreasonably withheld based upon accepted industry practice and standards, up to the specified effective date of termination. In addition, to the extent that the effective date of termination is on a date prior to the annual July 15 scheduled payment date specified above, ACOE shall refund to OUSD any monies that were paid to ACOE itself for Support and Operations services pursuant to Schedule C, on a pro rata basis, that OUSD paid in advance of the effective termination date for that period of days falling between the effective termination date and July 15 of the following year. The parties understand and agree that should termination occur, ACOE is not responsible for refunding to OUSD any monies paid to ACOE that were required to be "passed through" to Escape Technology for Escape Technology's services to OUSD pursuant to this Agreement.

3. Termination After Implementation and Launch of Escape

Subject to compliance with Section VIII.A.1 (Dispute Resolution), at any time after the implementation and launch of Escape for use by OUSD, which is anticipated as July 1, 2018, either may terminate this Agreement by giving the other party no less than two (2) full calendar years written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination

become effective in fewer than two (2) full calendar years from the date that the notice is provided. In event of termination for convenience, ACOE will be paid for those services performed pursuant to the Agreement and to the satisfaction of OUSD up to the specified effective date of termination. In addition, to the extent that the effective date of termination is on a date prior to the annual July 15 scheduled payment date specified above, ACOE shall refund to OUSD any monies that were paid to ACOE itself for Support and Operations services pursuant to Schedule C, on a pro rata basis, that OUSD paid in advance of the effective termination date for that period of days falling between the effective termination date and July 15 of the following year. The parties understand and agree that should termination occur, ACOE is not responsible for refunding to OUSD any monies paid to ACOE that were required to be "passed through" to Escape Technology for Escape Technology's services to OUSD pursuant to this Agreement.

4. Assistance Following Notice of Termination/Notice:

In the event that this Agreement is terminated, regardless of the reason for such termination, ACOE shall cooperate with OUSD to maintain an orderly transfer of record keeping functions and provide all necessary staff, services and assistance required for an orderly transfer. All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day of deposit in the U.S. Mail, postage pre-paid, certified or registered, return receipt requested, and addressed as follows:

<p>Alameda County Office of Education Attn: Business Services 313 West Winton Avenue, Hayward, CA 94544</p>	<p>Oakland Unified School District Attn: Chief Technology Officer 1000 Broadway, Suite 300 Oakland, CA 94607</p>
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- B. Applicable Law:** This Agreement and performance hereunder shall be governed by and constructed in accordance with the laws of the State of California, but without resort to California's conflict of laws case and statutory law.
- C. Venue:** In the event that either party brings any action against the other under this Agreement, the Parties agree that such action shall be vested exclusively in Alameda County Superior Court or in the United States District Court for the Northern District of California.
- D. Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- E. No Assignment:** This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other.
- F. Interpretation/Construction:** The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by both Parties hereto. Therefore, the normal rule of construction to the effect that any

ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this Agreement.

G. Entire Agreement: Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

H. Execution in Counterparts: This Agreement may be executed in multiple counterparts by way of facsimile or Adobe pdf format, each of which shall be deemed an original and all of which together shall constitute one Agreement.

I. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:
ACOE 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 Agreement certifies that ACOE does not appear on the Excluded Parties List (<https://www.sam.gov/>).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the effective date and year first written above.

ALAMEDA COUNTY OFFICE OF EDUCATION

L. Karen Monroe, County Superintendent of Schools

 _____ Date 11-1-16

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

 _____ Date 10/27/16

Antwan Wilson, Superintendent & Board Secretary

 _____ Date 10/27/16

APPROVED AS TO FORM

Michael L. Smith, Deputy General Counsel (Oakland Unified School District)

 _____ Date 10/11/16

Schedule A

ACOE

SERVICE
LEVEL
AGREEMENT

For

Hosted
Applications

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Ongoing Operational Support Services

The ongoing operational support services comprise of the following eleven Sub-activities.

- Managed Monitoring Services
- Systems Availability Services
- HelpDesk Services
- Problem Management & Escalation Routing
- Change Management Services
- Regular Maintenance Services
- Emergency Maintenance Services
- After Hours Monitoring & Support
- System Backup Services
- System Restore Services
- Extended Services

It is assumed that Oakland Unified School District (“OUSD”) will provide Tier-One support for the applications hosted at ACOE. For the purposes of this agreement, ACOE Network Services refers to the management and staff maintaining the servers, networks and applications within the ACOE Data-Center, and the ACOE HelpDesk refers to the staff and systems responsible for taking service requests from OUSD representatives who are authorized to submit problems not resolved by the Tier-One support at the OUSD site.

Managed Monitoring Services

Managed Monitoring Services means the proactive monitoring of applications serving OUSD to ensure that they are running properly in the ACOE Data Center and accessible to OUSD.

ACOE will monitor application systems hosted in the site and remote hub locations. ACOE will staff an Operations and Call Center located within the facility. It will provide managed monitoring services of the hosted application system, servers and OUSD’s requirements for each applications, “systems availability” as described and agreed to in this document.

Systems Availability Services

Systems Availability refers to the hours during which the applications are made available and the level of support available to OUSD during those hours. Any exceptions to these hours must be negotiated with ACOE.

ACOE will ensure that the infrastructure (Hardware, OS & Network) is functioning properly 98.5% of the time.

Levels of systems availability

Standard

Critical

Mission Critical

System Availability Level	Days Available	Hours Available	Availability Window	Availability Level Exclusion
Standard	5 (Mon - Fri)	9.5	7:30 AM – 5:00 PM	Break /Fix, necessary bug Patch/virus patch, Emergency Maintenance, Batch Processing window
Critical	6 (Mon- Sat)	18.5	7:30 AM – 2 AM	Necessary bug Patch/virus patch, Scheduled Maintenance, Emergency Maintenance, Break / Fix, Batch Processing window
Mission Critical	7	24	7:30 AM – 7:30 AM	Necessary bug Patch/virus patch, Scheduled Maintenance, Emergency Maintenance, Break / Fix, Batch Processing Window

Note: All levels of availability less than Mission Critical will be supplemented with after-hours monitoring and response support as detailed later in this agreement.

HelpDesk Services

A HelpDesk will be staffed during the hours of 7:30am - 5:00 pm to provide Second Tier support for the Hosted applications. The HelpDesk will be able to help the users through use of the applications and be able to troubleshoot user problems with the applications. If problems are beyond their ability to solve they will initiate the Problem Management Procedures as outlined in the next section.

The ability of ACOE to provide low cost quality service will depend on OUSD's partnership with ACOE to support the hosted applications. ACOE counts on the Tier-One support assets of OUSD to keep the small, routine, training level questions from tying up the ACOE HelpDesk. In this way we can handle the more difficult problems and keep our costs to OUSD low.

ACOE will provide OUSD the ability to submit work orders to the HelpDesk program via email.

Problem Management & Escalation Notification

Problem management is provided for hosted application systems and any service disruptions or system malfunctions which impact service availability or lead to performance degradation.

Problem Management and Escalation Routing is the process in which OUSD's Authorized Support Representative (ASR) contacts ACOE and registers the problem with ACOE support. The Helpdesk will then assign a severity level to problems which they cannot resolve. Resolution and Escalation timeframes will then be determined based on the assigned level of severity.

There are four levels of severity: 1 through 4, with severity level 1 corresponding to problems which prevent users from accomplishing their tasks and level 2 being a performance degradation which noticeably slows down work. Level 3 represents a problem identified via warning errors, either to the end-user or to the service provider in their diagnostic logs and monitoring tools, which does not immediately impact end-users but which indicates that the problem must be addressed within 24 hours or it will escalate. Level 4 represents problems which do not impact end-users but which give warnings, which indicate that the problem needs to be addressed at a regularly scheduled maintenance period. These levels are presented in the following Problem Severity Levels/Escalation Time table.

Problem Severity Levels / Escalation Time

Severity Level 1 = highest 4 = lowest	Elapsed time before starting troubleshooting	Severity Level Definition	Severity Level Impact	Business Risk
<p style="text-align: center;">1</p>	<p>Within 30 mins. during business hrs. 7:30am – 5:00pm, Mon - Fri</p>	<ul style="list-style-type: none"> * Server(s) is down * Service(s) are down * User Access Compromised * Critical application are unavailable 	<p>Widespread user services are inaccessible or unavailable. Fix required</p>	<p style="text-align: center;">High</p>
<p style="text-align: center;">2</p>	<p>Within 60 mins. during business hrs. 7:30am – 5:00pm, Mon - Fri</p>	<ul style="list-style-type: none"> * Production performance slows. * Service performance is Inconvenient to user. * User has problems with a particular function, service or security violations 	<p>Performance degradation, not widespread to all users but Services are impacted</p>	<p style="text-align: center;">Moderate/ High</p>
<p style="text-align: center;">3</p>	<p>ACOE will consult & diagnose with Vendor support. Notification to the customer will follow to schedule emergency maintenance.</p>	<p>Warning Errors detected, but not impacting production performance or user services but risk could be high if not resolved in 24 hours.</p>	<p>No User Impact requires same day emergency Fix/Change maintenance</p>	<p style="text-align: center;">Moderate/ Low</p>
<p style="text-align: center;">4</p>	<p>ACOE will consult & diagnose with Vendor support. Notification to the Customer will follow to discuss scheduled maintenance.</p>	<p>Warning errors detected. Known cause. Not urgent but requires eventual action or preventive measure.</p>	<p>No User Impact but requires future day Scheduled maintenance</p>	<p style="text-align: center;">Low</p>

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Problem Management – Status Update

ACOE will provide problem management status updates to OUSD through phone calls or email. These notifications will be sent to OUSD when problem management efforts are underway.

Problem Resolution Turnaround Time

ACOE cannot guarantee a recovery window for problem resolution, due to the unlimited variations of problems and complexities associated with them.

ACOE will ensure that problem events receive:

- Immediate dispatch of technical support
- Continuous troubleshooting efforts until problem resolution
- Escalations, both technical and hierarchical, as stipulated
- Follow up post-mortem - discovery and suggested preventative measures
- Reporting will be provided via the helpdesk program.

Change Management & Control

Change Management Services refers to the process by which any changes are made by ACOE either as part of an agreed-upon change process (for example, changing certain access privileges or contact persons), or as exceptions to those processes. It also identifies which changes can be made during business hours and which cannot, and also turnaround times. ACOE and OUSD must negotiate exceptions to this process, as all changes involve risk, which are mitigated by these processes.

Change Management Services

ACOE will perform all changes to hosted environments including the application software. Minor change requests must be submitted by 3pm Mon – Fri for same day turnaround. Minor and major changes are indicated below.

All major changes must be negotiated.

Changes Permitted During Systems Availability Hours:

Only those changes, which would not affect the network connectivity or application and database availability, are permitted. Changes of this nature are limited to

- General security administration such as user access or user permission modifications
- User file restores
- User application or database access or access modifications.

Changes Not Permitted During Systems Availability Hours:

Changes that ACOE considers a risk that may cause service disruptions or outages, must be made either after OUSD's agreed upon "systems availability" window or during the scheduled maintenance window. Those changes are:

- New Products/Systems/Applications that need to be added to the infrastructure.
- Old Products /Systems/Applications that need to be removed from the Infrastructure.
- Application, Hardware, Software of Networking upgrades or revisions.
- Database structural changes or table and index modifications

Change Management Risk Levels

Risk Level distinguishes a production change from a development change, potential impact affecting system availability or network connectivity verses minimal to no impact to a user community.

Risk	Description
High	Change to a production Infrastructure. Widespread Impact on system availability if Change Fails
Medium	Change to a production Infrastructure. Back out plan and redundancy in place. Failure of either could cause widespread impact of services.
Low	Change to any Development, Staging or Testing Environment with no impact to production services or systems availability.

Change Requests -Turnaround Schedule

Priority level determines the importance of turnaround time in which the change requests need to be performed and completed. Submission deadline indicates what time the change request must be submitted by to ACOE for same day turnaround.

Change Priority	Daily Submission Deadline	Same Day & Priority Turnaround Time
Emergency	3pm M-F	Work will be completed within 2 Business hours of receiving/approving request
High	10am M- F	Work will be completed within 8 Business hours of receiving/approving request
Medium	N/A	Work will be completed within 3 business days of receiving/approving request
Low	N/A	Work will be completed within 6 business days of receiving/approving request

Note: Support staff may disapprove support or change requests, which are outside of the definitions given in this SLA. In this case, OUSD’s submitter will be immediately notified via email or phone call, and ACOE management will be notified (typically via email or trouble ticket) of the reason for the disapproval.

Change Requests submitted after the submission deadline indicated in the table above will be reviewed for processing, the next business day beginning at 8am. No weekend change requests are permitted unless authorized by the Service Manager

Regular Maintenance

Regular Maintenance is the normal patch/upgrade/reconfiguration work that the ACOE staff must perform in order to maintain performance, security, and up-to-date status of all software, as well as any needed hardware additions or fixes. Times in which this work is scheduled and times when it is excluded are defined so that all users may be aware of these times and not plan on application availability during these times.

Regular maintenance is planned to perform enhancements or fixes to a hosted system(s) infrastructure. Maintenance is an integral requirement of any technology enterprise. Maintenance is designed to prevent potential failures of a system, or to enhance performance of a systems infrastructure. The types of scheduled maintenance typically performed are:

- Operating System Patches / Upgrades
- Network Changes / Upgrades
- Hardware Changes / Upgrades
- Software Patches / Upgrades
- Data Base Maintenance / RDBMS Upgrades
- Systems Reconfiguration / Upgrades or Performance Tuning Application Layer Changes / Upgrades

Regular Maintenance Window

Maintenance Category	Maintenance Schedule	Time Period	Exceptions / Exclusions
Routine	Min. 120 hour Notice	Weekends, 5pm – 8am Weekdays	Subject to postponement request

Regular Maintenance - Exclusions

OUSD and ACOE can determine business impact and request scheduled or routine maintenance to be postponed. Should there be the potential risk for business impact, a postponement can be requested and coordinated by OUSD and the ACOE Product Manager. If Maintenance is postponed, it will be bypassed for that maintenance period and rescheduled to an agreed upon schedule determined by OUSD and ACOE. Scheduled Maintenance notification or discussion or publications will take place during the week of the scheduled maintenance.

OUSD will notify ACOE 3 business days in advance of the maintenance window for request to postpone scheduled maintenance and within 48 hours prior for routine maintenance; exceptions will be made on a case-by-case basis.

Occasionally problems may arise with an application that may require ACOE intervention. Service interruptions may be anticipated but may need immediate resolution that would preclude waiting for either a routine or scheduled maintenance window. Such

interruptions differ from an emergency maintenance instance in that the resolution is known and the time to resolution is predictable. This type of event is often the result of the need to interrupt service for a given customer in order to affect remedy for another. Impact though often widespread is typically short in duration.

- It may be required that users logoff the system.
- Problems may include: patching a system bug, anti-virus fix, database repair, or rebooting a service or server.
- Notification will be made to the customer using the problem management escalation routing process
- Anticipated time to resolution will be given with the notification.

These occurrences are typically more frequent when the application is in the initial startup phase of implementation. During this period, there may be more service interruptions than when the application is more mature. Also, after major upgrades there maybe service interruptions due as a consequence of the upgrade. We will use test systems in order to anticipate problems with any upgrade and strive to resolve them prior to actual implementation

Emergency Maintenance – (EM)

Emergency Maintenance is the work required which cannot be anticipated as part of scheduled maintenance. While resolution times cannot be predicted, this gives the notification procedures to be applied and assignment of second and third-tier support parties.

- Emergency Maintenance is considered as break/fix.
- The time frame to perform emergency maintenance can range from immediately to within a 24 hour time period.
- EM window depends on the problem severity, business impact and the customer Systems Availability Schedule.
- Notification will be made to the customer using the problem management escalation routing process. Emergency maintenance will be performed at the recommendation of ACOE technical support groups or the customer named in this SLA.
- The following groups are recognized as Tier 2 and 3 support for applications.

Tier 2 Support

- Network Services
- Data Processing
- Financial Support Service
- Educational Technology

Tier 3 Support

- Application Support (Non-ACOE, e.g. Operating System, Network Equipment Vendors)
- Vendor Tier 3 Support (Software Vendor's or suppliers of application software)

After Hours Monitoring & Support

ACOE does provide 24 hour monitoring of its network and the servers on the network. Depending on the severity and complexity of the emergency maintenance ACOE shall determine if the maintenance needs to be performed after hours. ACOE can also perform OUSD-directed services outside of normal business hours and outside of the normal scheduled service hours for OUSD's convenience but ACOE may, at its discretion, charge a fee of time and materials for non-emergency work.

ACOE Support Services and ACOE Vendors have the resources to perform troubleshooting and problem resolution remotely. ACOE has network sensors to detect connectivity problems through its pathways and to the districts served. Servers will be monitored as well, for certain functions. ACOE also has the means to remote control the servers and to reboot the servers remotely if necessary. ACOE is limited to monitoring the vitals signs of servers and a problem may occur with the application on the server. In this event, the Helpdesk system will be relied upon to capture the error. With only Standard Coverage available, ACOE would not be able to resolve this type of issue until regular business hours the following day.

If a hardware problem is detected after hours, ACOE will troubleshoot the problem remotely and if necessary dispatch a technician to fix the problem. ACOE will make this determination based on the system availability schedule and the emergency maintenance procedures.

After Hours Response

Situation	Severity	Action
Alert	1-2	Diagnosis to begin within 30 minutes
Remote Maintenance Applicable	1-2	Maintenance to begin immediately following diagnosis of problem
System Software Related Problem	1-2	Maintenance to begin next business day
Hardware Related Problem	1	Technician dispatched for on-site repair immediately following diagnosis and determination of need. On-site response within 1 hour after dispatch.

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Extended Services

Extended Services are any services not covered in this standard Service Level Agreement, and must be negotiated with ACOE. Any such services will be documented and explained to OUSD as they become available.

SLA Contacts and Authorizations

The following individuals are identified for the specific purposes outlined below

Role	Responsibility	Name	Organization
OUSD Executive Sponsor	Partner who is authorized to approve technology expenditures.		
Primary OUSD Contact	Program Manager authorized to approve SLA revisions.		
Authorized Support Representative	Tier-1 Support Representative authorized for Tier-2 HelpDesk access		
ACOE Hosting Services Manager	Hosting – Services Manager	Director, Technology Services or equivalent	ACOE
ACOE Client Services Manager	ACOE Manager charged with client services support	Manager, Client Services or equivalent	ACOE
ACOE Financial Support Services Manager	ACOE Director charged with end-user support and training for HR and Financial systems	Director, FSS or equivalent	ACOE
ACOE Data Processing Manager	ACOE Director charged with data processing operations and database administration	Director, Data Processing or equivalent	ACOE

Schedule B

Standard Operating Procedure – Warrant Processing

Purpose

The purpose of this standard operating procedure is to outline the roles and responsibilities regarding warrant processing on the Alameda County Office of Education (ACOE) financial accounting system.

Scope

This procedure applies to all Alameda County School Districts using the ACOE financial accounting system in the areas of accounts payable and payroll warrant processing.

Prerequisites

The Operations Schedule for Accounts Payable and Payroll Processing, AP Authorization Form and Payroll Authorization Form are required to perform this standard operating procedure.

Procedural Responsibilities

The Alameda County Office of Education is responsible for:

1. Posting the Operations Schedule for Accounts Payable and Payroll Processing each fiscal year.
2. Enforcing accounts payable and payroll processing deadlines.
3. Approval of walk-through warrant processing requests.
4. Imposing any additional processing fees incurred by the District.
5. Providing support for Accounts Payable and Payroll warrant processing.
6. Printing all Accounts Payable and Payroll warrants.
7. Setting and communicating the End of Month Warrant Cut-off, Warrant Cancel & Stop Payment Cut-off, and Cash Closing Cut-off in accordance with the County Treasurer's timeline.
8. Approving and signing all Accounts Payable and Payroll warrants.
9. Transmitting all data files associated with Accounts Payable and Payroll warrants to the County Treasurer's Office.

The School District is responsible for:

1. Submitting Accounts Payable and Payroll warrant processing requests to ACOE via fax or email with the appropriate authorization forms.
2. Adhering to the Accounts Payable and Payroll processing deadlines that are posted in the Operations Schedule.

3. Paying any fees imposed by ACOE in accordance with the fee schedule.
4. Submitting in writing any requests for walk-through processing to FSS.

General Information

Accounts Payable Guidelines:

1. An Accounts Payable Authorization Form must accompany every Accounts Payable warrant processing request.
2. Accounts Payable warrants will be processed every Monday, Wednesday, and Friday unless specified otherwise on the Operations Schedule.
3. The Accounts Payable deadline is 9:30AM PST on processing days.
4. Submissions received after the deadline will be held until the next processing day.
5. During the week of Payroll processing, Accounts Payable processing may be delayed.
6. Walk-through processing of Accounts Payable warrants will be on an as-needed basis as approved by ACOE and may be subject to an additional processing fee.

Payroll Processing Guidelines:

1. A Payroll Authorization Form must accompany every Payroll processing request.
2. Payroll Authorization Forms must certify that the payroll is clear of all labor errors and must be submitted on, or before the posted deadline.
3. The End-of-Month, Mid-Month, and Supplemental Payroll deadlines are 11:00AM PST on the days specified on the Operations Schedule.
4. Late submissions may be subject to an additional processing fee as outlined below.
5. Manual payroll (walk-through) requests must be ready to process by 1:00PM PST on the day that they are entered into the financial accounting system and may be subject to an additional processing fee as outlined below.
6. Due to the complex nature of processing multiple districts on a county-wide system, the End-of-Month, Mid-Month, and Supplemental Payroll deadlines will be strictly enforced.

DBS Warrant End-of-Month Deadlines:

1. No warrants (Accounts Payable or Payroll) will be processed after the posted DBS End-of-Month deadline.
2. All warrant submissions received after the DBS End-of-Month deadline will be held until the next available processing date for the following month.

Warrant Cancels & Stop Payment Deadlines:

Warrant cancels and stop payment requests will not be accepted after the posted DBS deadline and must be submitted on or after the 1st working day of the following month.

Late Submissions – Processing Fees:

All fees incurred by the District will be collected by ACOE via cash transfer with the County Treasurer at the end of each month.

Accounts Payable:

1. Walk-through requests will be processed at the discretion of ACOE.
2. ACOE reserves the right to refuse any walk-through request.
3. The first walk-through request approved by ACOE in any given month will not incur a processing fee. Any subsequent walk-through request within the same month will be charged a processing fee of \$100.00 per request.

Payroll:

1. The District will incur a \$1,000.00 per day processing fee for failure to meet the posted End-of-Month, Mid-Month, or Supplemental Payroll deadlines.
2. In the event that the District fails to submit their End-of-Month Payroll on or before the posted DBS Month End Warrant Cut-off, ACOE will take the following actions:
 - a. At 10:00am on the posted DBS Month End Warrant Cut-off, ACOE will submit and post the End-of-Month Payroll in its current state on the District's behalf.
 - b. ACOE will impose a \$1,000.00 fee on the District.
3. The District will be responsible for any and all corrections that may be needed in the event that ACOE is required to process an End of Month Payroll on the District's behalf.

Definitions

- AP Deadline: Date and time that Accounts Payable warrant processing requests are due.
- Supplemental Payroll Deadline: Date and time that Supplemental Payroll processing requests are due.
- Mid-Month Payroll Deadline: Date and time that Mid-Month Payroll processing requests are due.
- End-of-Month Payroll Deadline: Date and time that End-of-Month Payroll processing requests are due.
- DBS Month-End Warrant Deadline: Final day of the month for warrant processing.
- Warrant Cancels & Stop Payment Deadline: Final day of the month for warrant cancels or stop payment requests.
- Walk-through Warrant Processing Request: A request for warrant processing that is outside of the normal warrant processing schedule and requires same day processing.

Schedule C

Description of Costs

The costs are segregated into two primary parts, Implementation Costs and Recurring Costs.

Implementation Costs – One-time costs

Implementation Costs are one-time costs that will not reoccur over the life of the agreement. These costs include; System setup, Staff Training, and Data Conversion. The one-time costs occur in the first two years of the contact.

1. System Setup, Staff training and Data conversion.

On-Site services. Professional services provided by Escape at ACOE's or Oakland's facility shall be billed at the rate of \$2,000 (two thousand dollars) per person per day, plus \$325 per person per day for travel costs. Such professional services are provided in full day increments.

At Licensor Services. Professional services performed at Escape's location shall be billed at the rate of \$2,000 (two thousand dollars) per day or \$250 per hour. No travel costs shall apply.

Estimated One-time Costs	
Project Management	\$ 19,405.00
Online Data Conversions	\$ 26,295.00
Training	\$ 24,187.50
Implementation	\$ 487,405.00
Custom Development	\$ 12,730.00
Travel	\$ 47,750.00
Estimated One-time Costs Total	\$ 617,772.50

Recurring Costs

The recurring costs will occur at the time of signing and each year thereafter for software license maintenance paid to Escape Technology and ACOE support. The first year costs will be prorated as appropriate.

1. Escape Software Annual License Maintenance paid to Escape Technology.

The license maintenance fee is sent to Escape Technology by ACOE. The first payment is due at the time of signing and will be prorated as appropriate.

Annual License/Maintenance Payments.

The annual license maintenance fee shall be \$695,000 (six hundred ninety five thousand dollars) for fiscal years 2016/17, 2017/18 and 2018/2019 as set by Escape Technologies.

Beginning in the 2019/20 fiscal year, and for each succeeding year, California CPI as published by School Services, or 2.0%, whichever is greater shall be added to the previous year's amount. For example, if the California CPI is 3.0% for 2019/2020 the new amount would be \$715,850. In the event of a negative California CPI, the CPI will not be applied to prior year amounts.

The Escape Online Employee Portal software annual rate is established as \$69,500 or 10% (ten percent) of the Annual Payment as above.

Beginning in 2018/19 the annual payment for webinars will be \$2,500 (two thousand five hundred dollars) and is due each July 1.

\$ 764,500.00

2. ACOE Support and Operations

ACOE Support and Operations includes hosting the Escape Online 5 software and data, implementation of software release and patches, ACOE network infrastructure, equipment, maintenance, offsite data storage, disaster recovery, technical support, training, user groups, webinars provided by Escape, payroll and A/P warrant processing, secure email transmission of ACH advices to employees, W-2 and 1099 processing, quarterly tax reporting, PERS and STRS data file generation and submission, implementation of SACS updates, posting of property taxes, apportionments, inter-fund transfers, and deposits directly to the district's general ledger, assistance with security settings and data access, assistance with implementing negotiated settlements including retro payroll and salary schedule adjustments.

The first payment for Technical Support and Data Processing is due at the time of signing and will be prorated as appropriate.

The annual support fee shall be \$365,000 (three hundred sixty five thousand dollars) for fiscal years 2016/17, 2017/18, and 2018/19.

In all subsequent years, thereafter, the previous year's annual support costs will be adjusted by the published funded Cost-of-Living percentage for Unified School Districts for the State of California. In the event of a negative Cost-of-Living percentage, the Cost-of-Living percentage will not be applied to the prior year amounts.

\$ 365,000.00

Appendix A

System Requirements

To make sure that the Escape Online 5 runs with adequate performance, Escape Technology recommends the following requirements:

Client Workstation Requirements:

Type	Recommended Requirements
Operating System	Microsoft Windows XP Microsoft Windows Vista (x86, x64) Microsoft Windows 7 (x86, x64) Microsoft Windows 8 (x86, x64) Microsoft Windows 8.1 (x86, x64) Microsoft Windows 10 (x86, x64)
Processor	Intel compatible multi-core processor, such as Intel Core Duo (Intel i7 recommended)
RAM	4 Gb minimum for low volume user (site user) 8 Gb minimum for high volume user (district office/payroll)
Storage space	There are no special requirements about storage space, other than the usual requirements for the Windows version installed and 25 Mb for Escape Online application.
Network	Network requirements are based on expected bandwidth utilization.
Monitor	The minimum display is 1024x768.
Add'l Software/Notes	The following software is necessary to take full advantage of Escape Online functions: <ul style="list-style-type: none">• Microsoft Office for exporting to Excel• Adobe Acrobat Reader for report PDFs• Microsoft Internet Explorer for HTML Home Page• Adobe Flash Player for viewing tutorials and additional functionality