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## 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 28, 2023

**Subject** Approval of Agreement Between Alameda County Office of Education, Hayward, CA and Oakland Unified School District for Frontline Technologies Group LLC, Formerly Escape Technology, Inc. School Business Software and System Support Services and of Resolution No. 2223-0085 - Determining and Declaring that OUSD Can Enter into Agreement Between Alameda County Office of Education and Oakland Unified School District for Frontline Technologies Group LLC, Formerly Escape Technology, Inc. School Business Software and System Support Services Without Competitive Bidding, for an amount not to exceed \$,5,640,954.56.  
Contractor: Alameda County Office of Education  
Services For: July 1, 2023 - June 30, 2027

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**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** The Escape system hosted by the Alameda County Office of Education (ACOE) has been continuously used as the core backbone system for Finance, Payroll and Talent operations since it was successfully launched on July 1, 2018. Oakland Unified now seeks to execute a new contract with ACOE to continue the same services as previously provided.

**Term** Start Date: July 1, 2023 End Date: June 30, 2027

**Not-To-Exceed Amount** \$5,640,954.56

**Competitively Bid** No. See attached Resolution No. 2223-0085 Determining and Declaring that OUSD Can Enter into Agreement Between Alameda County Office of Education and Oakland Unified School District for Frontline Technologies Group LLC, Formerly Escape Technology, Inc. School Business Software and System Support Services Without Competitive Bidding

**In-Kind Contributions**

No in-kind contributions

**Funding Source(s)**

\$1,328,714.82 from 2023-24 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

\$1,381,638.62 (not to exceed) from 2024-25 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

\$1,436,679.37 (not to exceed) from 2025-26 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

\$1,493,921.75 (not to exceed) from 2026-27 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Per the included Schedule C - Description of Costs, ACOE Support and Operations costs are adjusted annually by the published Cost-of-Living percentage (COLA not to exceed 4%) for Unified School Districts for the State of California. Therefore, the above costs for 2024-25 and beyond are not-to-exceed amounts that assume a 4% annual increase in ACOE Support and Operations costs.

**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.

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, 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.

**Attachment(s)**

- Resolution No. 2223-0085
- Agreement Between Alameda County Office of Education and Oakland Unified School District for Frontline Technologies Group LLC, Formerly Escape Technology, Inc. School Business Software and System Support Services
- Schedule A - Service Level Agreement
- Schedule B - Standard Operating Procedure - Warrant Processing
- Schedule C - Description of Costs

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

**Resolution No. 2223-0085**

**Determining and Declaring that OUSD Can Enter into Agreement Between Alameda County Office of Education and Oakland Unified School District for Frontline Technologies Group LLC, Formerly Escape Technology, Inc. School Business Software and System Support Services 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, 2023 (“Escape Contract”);

**WHEREAS**, the District now wishes to enter a new agreement to extend the existing Escape software and services provided by ACOE for four (4) years, through June 30, 2027;

**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 2023-24 and the subsequent three years encapsulated in the four year term of the contract;

**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 four-year extension of the Escape Contract; and

**BE IT FURTHER RESOLVED**, the Board determines and declares that it can enter into the new agreement to extend the existing Escape software and services provided by ACOE for four (4) years, through June 30, 2027, without the need for competitive bidding.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 28th day of June, 2023, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: VanCedric Williams, Valerie Bachelor, Clifford Thompson, Benjamin "Sam" Davis , Vice President Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Gallegos Chavez, Student Director Linh Le

#### **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 28, 2023.

<b>Legislative File</b>	
File ID Number:	23-1477
Introduction Date:	6/28/23
Enactment Number:	23-1263
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By:	OS

#### **OAKLAND UNIFIED SCHOOL DISTRICT**



Mike Hutchinson  
President, Board of Education



Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education



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

**THIS AGREEMENT** is made and entered into on the 1st day of July, 2023, 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 & Online6* 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 Online system software, as licensed to ACOE by Frontline Technologies Group LLC. 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. Training and technical support services.

a. 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 Frontline Technologies Group LLC 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.

b. Training to Implement New Modules or Enhancements

Training regarding new modules, enhancements and/or system changes made by Frontline Technologies Group LLC 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.

## II. TERM, FEES AND PAYMENT

### A. Term

This Agreement shall be for a term of four (4) years commencing July 1, 2023 and terminating on June 30, 2027.

### 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. **Fee Increases**

Payment for year one (*i.e.*, July 1, 2023 to June 30, 2024) of this Agreement is due on July 15, 2023.

Beginning in 2023-24 fiscal year and all subsequent years, thereafter, the annual recurring Support and Operations fees listed in Schedule C shall be adjusted by the published funded Cost-of-Living percentage (COLA not to exceed 4%) 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 year one and all subsequent years 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 Frontline Technologies Group LLC directly for other services provided by Frontline Technologies within thirty (30) days of satisfactory completion of the work and receipt of an invoice from Frontline.

### **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 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 Frontline Technologies Group LLC formerly Escape Technology for Escape Technology’s services to OUSD pursuant to this Agreement.

**3. 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><b>Alameda County Office of Education</b>  <b>Attn: Business Services</b>  <b>313 West Winton Avenue,</b>  <b>Hayward, CA 94544</b></p>	<p><b>Oakland Unified School District</b>  <b>Attn: Chief Technology Officer</b>  <b>1000 Broadway, Suite 300</b>  <b>Oakland, CA 94607</b></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  
Alyse Castro, County Superintendent of Schools**

  
\_\_\_\_\_ Date 6.2.2023

**OAKLAND UNIFIED SCHOOL DISTRICT  
Mike Hutchinson, President, Board of Education**

  
\_\_\_\_\_ Date 6/29/2023

**Dr. Kyla Johnson-Trammell, Superintendent**

  
\_\_\_\_\_ Date 6/29/2023

APPROVED AS TO FORM

**Joshua Daniels, General Counsel (Oakland Unified School District)**

  
\_\_\_\_\_ Date June 1, 2023

**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 the customer 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 customer representatives who are authorized to submit problems not resolved by the Tier-One support at the customer site.

### Managed Monitoring Services

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

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 the customer'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 the customer 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 the district's partnership with ACOE to support the hosted applications. ACOE counts on the Tier-One support assets of the districts 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 the districts low.

ACOE will provide clients 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 the customer'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**

<b>Severity Level</b> <b>1 = highest</b> <b>4 = lowest</b>	<b>Elapsed time before starting troubleshooting</b>	<b>Severity Level Definition</b>	<b>Severity Level Impact</b>	<b>Business Risk</b>
<p><b>1</b></p>	<p>Within 30 mins. during business hrs. 7:30am – 5:00pm, Mon - Fri</p>	<ul style="list-style-type: none"> <li>* Server(s) is down</li> <li>* Service(s) are down</li> <li>* User Access Compromised</li> <li>* Critical application are unavailable</li> </ul>	<p>Widespread user services are inaccessible or unavailable. Fix required</p>	<p>High</p>
<p><b>2</b></p>	<p>Within 60 mins. during business hrs. 7:30am – 5:00pm, Mon - Fri</p>	<ul style="list-style-type: none"> <li>* Production performance slows.</li> <li>* Service performance is Inconvenient to user.</li> <li>* User has problems with a particular function, service or security violations</li> </ul>	<p>Performance degradation, not widespread to all users but Services are impacted</p>	<p>Moderate/ High</p>
<p><b>3</b></p>	<p>ACOE will consult &amp; 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>Moderate/ Low</p>
<p><b>4</b></p>	<p>ACOE will consult &amp; 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>Low</p>

-

**Problem Management – Status Update**

ACOE will provide problem management status updates to customers through phone calls or email. These notifications will be sent to the groups 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 the customer 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 the customer 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 or 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, the 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

The customer 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 the customer 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 the customer and ACOE. Scheduled Maintenance notification or discussion or publications will take place during the week of the scheduled maintenance.

Customer 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 customer directed services outside of normal business hours and outside of the normal scheduled service hours for the customer'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.



## 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 customers as they become available.

### SLA Contacts and Authorizations

The following individuals are identified for the specific purposes outlined below

<b>Role</b>	<b>Responsibility</b>	<b>Name</b>	<b>Organization</b>
Customer Executive Sponsor	Partner who is authorized to approve technology expenditures.		
Primary Customer 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 and Supplemental Payroll deadline is 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 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 1<sup>st</sup> 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 and 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.
- 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, Software Annual License and Maintenance and ACOE Support and Operations.

<p><b>Escape Software Annual License Maintenance</b></p> <p>The license maintenance fee will be payable to ACOE. ACOE will pass this fee to Frontline Technologies Group LLC formerly Escape Technology in one payment for the entire county.</p> <p><i>Annual License/Maintenance Payments</i></p> <p>The annual license maintenance fees are as follows:</p> <p>Year 1, 2022-23: \$857,660.63 (paid in 2022-23)          Year 2, 2023-24: \$891,867.06          Year 3, 2024-25: \$927,441.74          Year 4, 2025-26: \$964,439.41          Year 5, 2026-27: \$1,002,916.99</p> <p>The annual payments have been combined to include the Online Employee Portal and annual webinar fee.</p>	<p><b>\$891,867.06</b></p>
<p><b>ACOE Support and Operations</b></p> <p>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.</p> <p>The payment for Support and Operations is due July 15, 2023.</p> <p><i>Annual Support and Operations Payment for 2023-24 is \$433,727.76</i></p> <p>Beginning in the 2023/24 fiscal year and all subsequent years, thereafter, the previous year’s annual support costs will be adjusted by the published funded Cost-of-Living percentage (COLA not to exceed 4%) 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.</p>	<p><b>\$433,727.76</b></p>
<p><b>The renewal rate for the 2023-24 fiscal year will be set at \$1,328,714.82, which includes both the above License &amp; Support fees and Data Replication Service of \$3,120.00.</b></p>	<p><b>\$1,328,714.82</b></p>