

Board Office Use: Legislative File Info.	
File ID Number	19-1373
Introduction Date	6/26/19
Enactment Number	19-1019
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 & Services Officer
Susan Beltz, Chief Technology Officer *SB*

Board Meeting Date June 26, 2019

Subject Approval of Microsoft Premier Support Services Agreement between Oakland Unified School District and SHI International Corporation, Inc.
Contractor: SHI International Corporation Inc.
Services For: June 27, 2019 - June 26, 2020

Action Requested and Recommendation Approval by the Board of Education of the Microsoft Premier Support Services Agreement between District and SHI International Corporation, Somerset, New Jersey, through subcontractor Microsoft Services, for the latter to provide Microsoft Premier Supports, in the following key areas: Support Account Management; Workshops; Problem Resolution Support; Support Assistance; and Informational Services, as described in Agreement, incorporated herein by reference as though fully set forth, beginning June 27, 2019 through June 26, 2020, in an amount not to exceed \$24,351.60.

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

The Technology Services department is responsible for recommending, purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Many of our core technologies, including server and desktop operating systems, networking tools, database engines, software development environments, etc. are provided by Microsoft. These technologies are highly complex, and while the Technology team possesses considerable expertise, advanced support is sometimes required to resolve issues and perform critical upgrades.

The Agreement provides access to Microsoft experts who can provide the advanced support needed to implement and maintain these technologies. The 40 Problem Resolution Support hours will be used to troubleshoot and resolve specific issues and questions, with response times in as little as one hour in the event of an issue with critical business impact. The 10 Support Assistance hours will be used for consultative

guidance for design, development and deployment needs. The Agreement also includes access to the online Microsoft Knowledge Base of technical articles and troubleshooting tools and guides, critical problem and security alerts, product news briefs containing key updates about Microsoft products, and access to regularly-scheduled webcast discussions led by Microsoft program managers, developers and other professionals covering key areas of Microsoft technology. Approval of this Agreement will enable OUSD to continue using this service to help ensure continued success with our mission-critical Microsoft technologies.

Competitively Bid

Was this agreement contract competitively bid? No

If no, exception: Sole Source. (Access to experts employed directly by Microsoft is sometimes needed to resolve advanced technical issues with Microsoft operating systems, networking tools, database engines, software development environments, etc. in a timely manner. The pricing provided by SHI is comparable to that provided by Microsoft directly.)

Fiscal Impact

\$24,351.60 from Funding Resource

010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Attachments

- Microsoft Premier Support Services Agreement between Oakland Unified School District and SHI, Inc.
- SHI/Microsoft Premier Quote

This service agreement, made this 27th day of June, 2019 (the "Effective Date"), (the "Agreement") by and between SHI International Corp., having an office and place of business at 290 Davidson Avenue, Somerset, NJ 08873 ("We," "Us," or "Our"), and Oakland Unified School District, having an office and place of business at JCPO BROADWAY SUITE 600 OAKLAND, CA 94607 ("You", "Your" or "Customer") (hereinafter collectively referred to as "the Parties", or individually as a "Party").

WHEREAS, We, through our subcontractor Microsoft Services, are in the business of, and have expertise in, providing certain third party IT services (collectively, "Services" or "Premier Support"), as hereinafter described; and

WHEREAS, You wish to obtain through Us and We wish to provide to You such Services; and NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. OVERVIEW. This Agreement describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

Support Account Management from an assigned Microsoft resource ("Services Resource") helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

Workshops help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues.

Information Services provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth below. The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Your Services Resource.

2.1 Support Account Management. Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource will engage with You in the following activities which will be deducted from the pre-paid hours listed in the "Premier Support Fees" section below:

- a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly

plan Your use of the Services.

- b. **Status Meetings and Reporting.** A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.
- c. **Escalation Management.** Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

2.2 Workshops and Events. The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. ***All registration requirements for Workshops and Events must be completed by You 60 days prior to the expiration date below.*** Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to Microsoft Products that You experience. Workshops and Events can include the following:

- a. **Workshops.** Microsoft can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, Microsoft will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.
- b. **Events.** Microsoft can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

2.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

a. **Problem Request (Break-Fix).** An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, Microsoft may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Microsoft's express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth below or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Microsoft and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the

following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	<ul style="list-style-type: none"> Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention 	<ul style="list-style-type: none"> 1st call response in 1 hour or less Our Resources at Your site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Our Senior Executives 	<ul style="list-style-type: none"> Notification of Your Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority
A Submission via phone only	<ul style="list-style-type: none"> Critical business impact: Significant loss or degradation of services Needs attention within 1hour 	<ul style="list-style-type: none"> 1st call response in 1 hour or less Our Resources at Your site as required. Continuous effort on a 24x7 basis Notification of Our Senior Managers 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Management notification
B Submission via phone or web	<ul style="list-style-type: none"> Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours¹ 	<ul style="list-style-type: none"> 1st call response in 2 hours or less Effort during Business Hours¹ only 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain Business Hours¹ continuous effort Access and response from change control authority within 4 Business Hours¹
C Submission via phone or web	<ul style="list-style-type: none"> Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours¹ 	<ul style="list-style-type: none"> 1st call response in 4 hours or less Effort during Business Hours¹ only 	<ul style="list-style-type: none"> Accurate contact information on case owner Responsive within 24 hours.

¹ Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

² Microsoft may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

b. Rapid Onsite Support Services. You can request on-site support as an additional billable service. Microsoft's ability to provide onsite support is subject to their resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.

c. Software Assurance Benefits. You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Agreement.

2.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems

not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Agreement:

a. Infrastructure Support Assistance. Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
 - Multi-vendor coordination interoperability problems. Upon Your request, Microsoft will collaborate with third- party software suppliers to help resolve complex multi-vendor product interoperability issues.
- b. Reviews. A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. ***All requests for reviews and the applicable data must be submitted to Microsoft no later than 60 days prior to expiration date below.***
- c. Development Support Assistance. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- d. Lab Access. Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on Microsoft products. These facilities must be scheduled in advance and are subject to availability.

2.5 Information Services. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

a. Premier online website. The Premier online website provides access to the following information resources at no additional charge:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
- Critical problem alerts notifying You of potentially high-impact problems.
- Web response tool for submitting and checking the status of support incidents.
- Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.

Microsoft Premier Support Services

b. Support Webcasts. Support webcasts are regularly scheduled webcast discussions led by Microsoft's program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

2.6 Additional Services. You may request changes or additions to this Agreement at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Agreement. Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Amendment referencing this Agreement. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Services Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

3. PREREQUISITES AND ASSUMPTIONS. Microsoft's delivery of Services under this Agreement is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Agreement (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined below, You will be billed for reasonable travel and living expenses in arrears. Alternatively, You agree that any travel related expenses incurred by Microsoft may be decremented from the Support Assistance hours if You so choose. You certify that You possess the authority for this approval and such conversion is in compliance with any applicable government procurement and audit rules or regulations.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Microsoft in writing or in an Exhibit to this Agreement.
- c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Agreement or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Agreement.
- d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
- e. **ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THIS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE SCHEDULE(S).**
- f. Support Assistance is dependent upon the availability of resources.
- g. Microsoft can access Your system via remote dial-in to analyze problems at Your request. Microsoft's personnel will access only those systems authorized by You. Microsoft may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to them promptly upon request. In order to utilize remote dial-in assistance, You must provide Microsoft with the appropriate access and necessary equipment.

Microsoft Premier Support Services

- h. You must have access to the Internet in order to take advantage of Internet-based services.
- i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.
- k. Resource Site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Agreement and the total fixed price amount for these visits are included below.

4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Agreement. Microsoft's performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

a. You can designate named contacts as set forth below, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:

- One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
 - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. You agree to work with Microsoft to plan for the utilization of Services based upon the service level You purchased.
 - c. You agree to provide an internal escalation process to facilitate communication between Your management and Microsoft as appropriate.
 - d. You agree to respond to customer satisfaction surveys Microsoft may provide to You from time-to-time regarding the Services.
 - e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Microsoft's Services Resources that are required to be on-site.
 - f. You are responsible for any travel and expenses incurred by Your employees or contractors.

5. ADDITIONAL TERMS AND CONDITIONS. Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Agreement, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Agreement.

Microsoft Premier Support Services

- a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for Microsoft or their affiliates, or You or Your affiliates independently of this Agreement ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Agreement, each Party grants to the other Party (and Microsoft's contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. Microsoft grants You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) their Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Microsoft's Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Agreement and the perpetual license applies solely to Microsoft's Pre-existing Work that is left to You at the conclusion of their performance of the Services.
- b. **Materials.** All rights in any materials developed by Microsoft (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Microsoft except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, Microsoft grants You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- c. **Sample Code.** Microsoft grants You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by them for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Microsoft's name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.
- d. **Open Source License Restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "open source license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms.

Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by open source license terms.

- e. **Reservation of Rights.** All rights not expressly granted in this Section 5 are reserved.

6. General Terms

- a. **Venue:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior

Microsoft Premier Support Services

Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

- b. Incorporation of Recitals and Exhibits: The recitals and each exhibit attached hereto are hereby incorporated herein by reference. SHI agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
- c. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: OUSD and SHI certify to the best of their knowledge and belief that OUSD's, SHI's, and their respective principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or contractor according to Federal Acquisition Regulation Subpart 9.4, and by signing this Service Agreement, verify that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov>.
- d. Integration of Agreement: All understandings, agreements, covenants, and representations, express or implied, oral or written, between the Parties are contained and merged herein. No other agreements, covenants or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this Service Agreement. This is an integrated Service Agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by OUSD and SHI.
- e. Contract Contingent on Governing Board Approval: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. OVERVIEW. The following Services are provided in addition to those set forth above.

THIRD TIER SUPPORT RESPONSIVE SERVICES. The Third Tier Support team is comprised of specialists in defined product areas who will respond to Your Problem Resolution requests, for the technologies specified below, between the hours of 6:00 A.M. to 6:00 P.M., PST, Monday through Friday excluding holidays. Problem Resolution requests submitted to the Third Tier Support team ("Third Tier Support requests") may require resources from standard product support professionals for resolution, although the Third Tier Support team retains primary responsibility for the Third Tier Support request. Third Tier Support requests are charged on an hourly basis and will be deducted from the prepaid Third Tier Support hours set forth below.

8. PREMIER THIRD TIER SUPPORT PREREQUISITES AND ASSUMPTIONS. In addition to those prerequisites and assumptions outlined in Section 3 above, Microsoft's delivery of the Services outlined herein are based upon the following Prerequisites and Assumptions:

- a. The Third Tier Support Team will only provide support for the predefined set of Microsoft technologies defined below.

8. DEDICATED SUPPORT ENGINEERING: Dedicated Support Engineering (DSE) is available during normal business hours (defined below) and supports the specific Microsoft products/technologies designated below with a focus on delivering engaged, hands-on preventative support. Dedicated Support Engineering hours are deducted from the total number

Microsoft Premier Support Services

of Dedicated Support Engineering hours designated below. Normal business hours are defined as 8AM to 5PM in the local time where the DSE resources are located, Monday through Friday excluding holidays. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents. Your Technical Account Manager will engage Your Dedicated Support Engineering resource(s) after normal business hours for critical situations as needed.

9. DSE DELIVERABLES: Dedicated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an initial engagement kick-off meeting, which will be documented and delivered to You in a Premier Service Delivery Plan. The focus of the DSE Services include but are not limited to:

a) Problem Prevention/Incident Resolution designed to:

- Supplement the current Microsoft Premier Support engagement through delivery of timely and high quality problem prevention/incident resolution, both directly and working in conjunction with Microsoft internal customer support resources.
- Work in conjunction with Microsoft internal customer support resources to act as a 'catalyst' for incident resolution that are within the Dedicated Support Engineering resources' products/technologies skill sets.
- Develop and implement strategies for providing proactive support resulting in fewer incidents, increased availability of Your covered Microsoft products/technologies, and supportable deployments.
- Commercially reasonable attempts will be made to determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft products/technologies.

b) Technical/Business Focus designed to:

- Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment to provide high quality focused support.
- Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, healthchecks, workshops, risk assessment programs, etc. to improve the operational health of the designated Microsoft products/technologies deployed in Your environment.
- Ensure deployment and operation activities are consistent with Your planned and current implementations of designated Microsoft products/technologies.
- Ensure maximum possible knowledge transfer to enhance Your support staffs' technical and operational skills for the designated Microsoft products/technologies.
- Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, IT/Operations scorecard, etc. for the designated Microsoft products/technologies.

c) Integration of Work designed to:

Microsoft Premier Support Services

- Ensure tight integration of their work with that of Your assigned Technical Account Manager to ensure coordinated service delivery.
- Develop a relationship with any Microsoft resource(s) at Your site, resulting in more participation in project planning and thus improved operational health on the designated Microsoft products/technologies.

10. PREMIER SUPPORT FOR DEVELOPERS (PSFD) OVERVIEW: PSFD Services are focused at developers who are building, deploying and supporting applications on Microsoft's platform. PSFD Services consist of Support Account Management, as described in Section 2.1, provided by an assigned Application Development Manager (ADM) and Support Assistance, as described in Section 2.4 of Your Services Description, provided by Your Application Development Manager (ADM) (with assistance from other Microsoft engineering resources as necessary). Your Application Development Manager (ADM) is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. PSFD Services are available during normal business hours. Normal business hours are defined as 8AM to 5PM in the local time where the Application Development Manager (ADM) resources are located, Monday through Friday excluding holidays.

11. PREREQUISITES AND ASSUMPTIONS. In addition to those prerequisites and assumptions outlined in Section 3 above, Microsoft's delivery of the Services outlined in this Section are based upon the following Prerequisites and Assumptions:

- a. The only source code to which You may provide Microsoft access is Microsoft code or code You own. Regarding such code, Microsoft's Services will be limited to review of the code for the purposes of problem isolation, interoperability analysis and the development of advice and guidance Microsoft provides to You under this Agreement. Microsoft's modification of such source code for any reason is outside the scope for these Services.
- b. Except as provided in 11.a. above, You agree not to provide Microsoft with access to non-Microsoft source code or source code information. For any such non-Microsoft code, Microsoft's Services will be limited to analysis of binary data such as a process dump or network monitor trace for problem isolation purposes only.
- c. PSFD Services consist of advice and guidance only. No code based Services Deliverables will be provided under this Agreement except for Sample Code, which is addressed above.
- d. Except as expressly set out in this Agreement, Microsoft is not obligated to assist You in resolving any issue that is caused by non-Microsoft products(s).

12. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Price	
Country United States	\$
Total	\$ 24,351.60

b. Services by Support Location

Microsoft Premier Support Services

Country: United States (Premier Standard 0)
<ul style="list-style-type: none">• Support Account Management Included• Up to 10 hours for Support Assistance*• Up to 40 hours for Problem Resolution• Four (4) Onsite Services Resource Site Visits• Unlimited Access to Premier Online Services

* All registration requirements for Workshops and Events must be completed by you no later than 60 days prior to the expiration date of this Agreement.

13. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Agreement:

Microsoft Contact Name: Dominic Parente
Address: Microsoft Corporation Attn: Dominic Parente
Phone: 615-778-2436
Email: v-dopare@microsoft.com
Fax: 425-708-7863

14. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts:

Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

Microsoft Premier Support Services

CSM Name: <u>Susan Beltz</u> Address: <u>1000 Broadway, Ste 440</u> <u>Oakland, CA 94607</u>	Named Contact Name: <u>Colleen Calvano</u> Address: <u>1000 Broadway, Ste 300</u> <u>Oakland, CA 94607</u>
Phone: <u>(510) 879-8873</u> Email: <u>Susan.beltz@ousd.org</u> Facsimile: () <u>N/A</u>	Phone: <u>(510) 879-2202</u> Email: <u>colleen.calvano@ousd.org</u> Facsimile: () <u>N/A</u>

Named Contact Name: <u>Taslim Shaikh</u> Address: <u>1000 Broadway, Ste 440</u> <u>Oakland, CA 94607</u>	Named Contact Name: <u>Dan Augustine</u> Address: <u>1000 Broadway, Ste 300</u> <u>Oakland, CA 94607</u>
Phone: <u>(510) 990-2293</u> Email: <u>taslim.shaikh@ousd.org</u> Facsimile: () <u>N/A</u>	Phone: <u>(510) 879-3000</u> Email: <u>dan.augustine@ousd.org</u> Facsimile: () <u>N/A</u>

15. TERM

This Agreement will be effective on 06/27/2019 and end 06/26/2020 (the "Expiration Date").

Authorization

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Oakland Unified School District

By: Aimee Eng

 Authorized Signature
Aimee Eng

 Name
President, Board of Education

 Title
6/27/19

 Date

SHI International Corp.

By: [Signature]

 Authorized Signature
Cassie Skelton

 Name
Contracts Manager

 Title
6/4/19

 Date

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

Page 12 of 12

By: [Signature] - reviewed

 Amy Brandt, Attorney at Law
 by Mike Smith
General Counsel

[Signature] 6/27/19

 Kyla Johnson Trammell
 Secretary, Board of Education

File ID Number: 19-1373
 Introduction Date: 6/26/19
 Enactment Number: 19-1019
 Enactment Date: 6/26/19 lf



Pricing Proposal
Quotation #: 17104086
Created On: 5/8/2019
Valid Until: 6/1/2019

Oakland Unified School District

Colleen Calvano

1000 Broadway
1000 Broadway
Oakland, CA 94607
United States
Phone: 510-838-1525
Fax:
Email: colleen.calvano@ousd.org

Inside Account Manager

Richard Todd

290 Davidson Ave
Somerset, NJ 08873
Phone: 800-527-6389 ext 5553601
Fax: 800-477-6479
Email: Richard_Todd@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Premier Support and Services Microsoft - Part#: NPN-MICRO-PREMSUP Contract Name: Open Market Contract #: Open Market Coverage Term: 6/6/2019 – 6/5/2020	1	\$24,351.60	\$24,351.60
		Total	\$24,351.60

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.