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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent
Brigitte Marshall, Chief Talent Officer

Board Meeting Date October 8, 2014
(To be completed by Procurement)

Subject **Approval of Master Services Agreement with Sierra-Cedar, Inc**

Action Requested **Approval of Master Services Agreement with Sierra-Cedar, Inc, for computer, consulting and training services to implement the Workday Human Capital System Subscription Service**

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

Sierra Cedar is being retained to provide project management, technical support, change management support and training for the implementation of the Workday Subscription Service, cloud based, human capital system. As noted in the Board Memo and recommendation for the Workday Agreement, the subscription service and Workday solution will enhance the District's human resources and performance management functions, and for human resources purposes, will replace the District's legacy HR systems (IFAS). IFAS will continue to be used by Payroll and for business and fiscal functions within the District. HR conducted a Human Resources Information Management System needs assessment which identified opportunities for increased integration. During the assessment, HR identified the Workday platform which is cloud based as the most viable system and Sierra Cedar as the partner for successful implementation.

Discussion
One paragraph summary of the scope of work.

Staff recommends approval of the Master Services Contract between the District and Sierra-Cedar, Inc for services related to the implementation of the Workday Human Capital Management system, to build system integrations to and from existing District technologies, and to provide change management and training support in an amount not to exceed \$777,853 during the fiscal year for the term from October 1, 2014 to June 30, 2016.

Recommendation Approval of the Master Services Agreement with Sierra Cedar

Fiscal Impact \$777,853 through implementation; funding source GP and Microsoft litigation settlement

Attachments

- Master Services Agreement



Master Services Agreement

This Master Services Agreement ("**Agreement**") is entered into on this 1st day of October, 2014 between Sierra-Cedar, Inc., a Delaware corporation with its principal offices at 1255 Alderman Drive, Alpharetta, Georgia 30005 ("**Consultant**") and **the Oakland Unified School District, a public entity**, with principal offices at 1000 Broadway, Second Floor, Oakland, California 94607 ("**Client**") Collectively Consultant and Client shall be known as the "**Parties**".

The Parties agree as follows:

MASTER TERMS AND CONDITIONS

1. **Services Provided by Consultant; Term of the Agreement**

Consultant shall provide Client with computer and consulting services ("**Services**") as specified in a Statement of Work executed by the Parties ("**SOW**"). Each SOW is a separate and independent contractual obligation from any other SOW. Together, these Master Terms and Conditions and the SOW(s) comprise this Agreement. Each SOW shall, as applicable, specify the type of Services to be performed, any specific tasks to be performed by each Party, location, and approximate start and end dates of each assigned Consultant, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any relevant acceptance and testing procedures and criteria.

The term of this Agreement is October 1, 2014 to June 30, 2016.

2. **Fees, Expenses, & Payment**

For all Services performed pursuant to a SOW or other request for Services that references this Agreement, Client shall: (i) pay Consultant at the rates explicitly set forth in each SOW or, if not explicitly set forth in such SOW then according to the Sierra-Cedar Labor and Rates Policy attached hereto as Exhibit B and the then current Consultant Standard Hourly Rates; (ii) reimburse Consultant for all reasonable travel and living expenses incurred pursuant to the provision of such Services as set forth in each SOW or, if the SOW is silent, in accordance with the Sierra-Cedar Travel and Expense Billing Policy attached hereto as Exhibit A, and (iii) pay Consultant within forty-five (45) calendar days after the date of each twice monthly invoice. Any late payment shall accrue interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is less; however, no late payment interest shall be applied due to Sierra-Cedar's failure to provide to CLIENT sufficient supporting records for an expense which has been questioned by CLIENT.

All payments related to this Agreement are non-refundable. Client is responsible for all taxes, duties, and customs fees concerning the Services performed hereunder, excluding taxes based on Consultant's income. Any payment not drawn on a U.S. or Canadian bank must be made by wire transfer.

3. **Staffing**

3.1 Coordination of Resources. Consultant will work with Client to assess and meet staffing and resource needs for provision of the Services. If Client notifies Consultant that it is dissatisfied with the services of any person supplied by Consultant, Consultant shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person, Consultant will remove that person from the situation and will assign different person to Client's work as soon as possible. Consultant shall have the right to remove or replace an assigned individual with a similarly skilled individual in the event such removal or replacement is required due to promotion, leave of absence, illness, or the like. Notwithstanding, Client may not require the replacement of key Consultant personnel assigned to a fixed-fee or not-to-exceed engagement (identified in the SOW as key personnel) except for issues related to performance or inappropriate behavior.

3.2 **Non-Solicitation.**

Client and Consultant agree that during the term of this Agreement, and for a period of twelve months after its termination or expiration, neither Party shall hire, directly or through a staffing company or placement agency, or otherwise retain as an employee or Affiliate of the other Party at any time during the course of this Agreement. For purposes of this Agreement, "Affiliate" of a Party means any entity which is owned or controlled, in whole or in part, by the Party or any entity which owns or controls, in whole or in part, a Party.

4. **Obligations of Consultant**

Consultant shall perform or cause to be performed its obligations as set forth in the applicable SOW. All subcontractors hired by Consultant to perform Consultant obligations pursuant to a SOW shall be bound to perform such obligations as if such obligations were being performed by Consultant and Consultant shall be liable for the actions of such subcontractors while performing Services pursuant to this Agreement as if such actions were the actions of Consultant. Consultant may subcontract to an Affiliate. In addition, Consultant shall:

- (a) designate and provide for each SOW one Consultant point of contact who shall be responsible for answering and resolving Client's questions and issues relating to the project(s) described therein; and
- (b) provide sufficient, qualified, knowledgeable personnel capable of performing Consultant's obligations set forth in the applicable SOW.

5. **Obligations of Client**

Client shall fulfill its obligations as set forth in the applicable SOW and the following obligations (collectively referred to as "Client Obligations"):

- (a) designate and provide for each SOW one Client point of contact who shall be responsible for answering and resolving Consultant's questions and issues relating to the project(s) described therein; and
- (b) provide sufficient, qualified, knowledgeable personnel capable of: (i) performing Client's obligations set forth in the applicable SOW; (ii) participating in the project and facilitating the search for information and requirements;
- (c) provide Consultant with the reasonable access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant's performance of the Services set forth in each SOW;
- (d) provide Consultant with such reasonable working space, equipment, office support (including but not limited to digital phone lines for long distance and local calls related to the provision of Services, internet access of the same speed and quality as is provided to Client's employees, photocopying equipment, and the like), and adequate environment for Consultants, so that they can conduct efficient analytical work and hold meetings with Client personnel and/or other Consultant personnel, all as Consultant may reasonably request; and reasonably cooperate with Consultant as may be set forth in the applicable SOW to facilitate Consultant's performance of the Services set forth thereunder.

6. SOW Change Order Process

If Consultant is performing services on an hourly basis and Client wishes to add services or extend the engagement, Client may so request in writing to Consultant, which may be via e-mail. If Consultant is not able to accommodate the request, it will so notify Client within two business days.

If either party desires to change the Services to be provided pursuant to a SOW as to which payment for which is not on an hourly basis, the following process shall be followed:

- (a) Consultant will prepare an amendment for Client's review documenting the change, including relevant information such as additional resources required, revised end-dates, and additional fees, if applicable;
- (b) When Consultant and Client have agreed on the contents of the change order, both parties shall so indicate, either by signing the change order or transmitting approval of the change order via fax, email, or other electronic means.
- (c) Once a change order has been agreed to in such manner by the Parties, it shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the applicable SOW.

7. Ownership and Proprietary Rights

- 7.1 Ownership of Pre-existing Materials. Client acknowledges and agrees that Consultant is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other materials used by Consultant in the course of its provision of services hereunder which were in existence prior to the execution of this Agreement (collectively "Consultant's Materials"). Client also acknowledges and agrees that in entering into this Agreement, Client acquires no rights in Consultant's Materials. Client shall not copy, transfer, sell, distribute, assign, display or otherwise make Consultant's Materials available to third parties. Client agrees to secure and protect each module, software product, piece of documentation, and every other portion of Consultant's Materials so as to protect all of Consultant's rights therein.
- 7.2 Ownership of Tangible Work Product. The tangible property and work products created by Consultant pursuant to this Agreement ("Work Product ") and paid for by Client shall belong to Client, and use by Consultant for any other person or entity shall require the prior written consent of Client.
- 7.3 Ownership of Data Processing Know-how. Client recognizes that Consultant's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its client engagements. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of Client, then Consultant will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-how"). To the extent such Know-how is contained or reflected in the Work Product, Consultant hereby grants Client a fully paid up, perpetual license to use such Know-how only for its internal business. Client will not sublicense or sell Know-How to any third party, and will not use or exploit the Know-How to compete with the information technology and consulting business of the Consultant.

8. Confidentiality

The Parties acknowledge and agree that in the course of performing under this Agreement, each will disclose to the other trade secrets and other confidential information, including Consultant's Material and Know-how ("Confidential Information") relating to each party's business. Each party agrees not to disclose the Confidential Information of the other to any third party and to treat it with the same degree of care as

it would its own confidential information. Each party further agrees to not disclose the Confidential Information of the other to any employees other than those with a need to have access to it, and to instruct those employees on the need to maintain the confidentiality of the Confidential information. The parties acknowledge and agree that failure to abide by these confidentiality obligations would constitute a material breach hereof, and would irreparably harm the non-breaching party, and that the aggrieved party shall be free, in addition to other relief, to seek injunctive relief to cure or prevent any such breach or further breach, without need of posting a bond. Confidential Information will not include information that: (i) is or becomes publicly available through no wrongful act of the receiving party; (ii) was lawfully obtained by the receiving party from a third party who was without any obligation to maintain the Confidential Information as confidential; (iii) was previously known to the receiving party without any obligation to keep it confidential; or (iv) was independently developed by the receiving party without the use of or reliance upon the Confidential Information of the disclosing party. The parties acknowledge and agree that Client is a public entity subject to the California Public Records Act. In the event Client receives a public records request, Client must comply with California law. To the extent a document is marked confidential, Client will not disclose said document except as may be required by Court order. Client shall immediately notify Consultant of any such court orders.

9. Warranty and Warranty Exclusions

Consultant warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it has the authority to enter into this Agreement; (c) it will perform the Services in a manner that complies with all applicable laws and regulations. Client agrees that all development work performed under this Agreement using third-party proprietary development and integration tools shall be subject to the limitations, if any, of Client's license agreements with such other third-party software vendors. CONSULTANT DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW.

10. Sole Remedy and Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING THE INDEMNIFICATION PROVISION IN SECTION 14 BELOW, CLIENT'S SOLE REMEDY HEREUNDER SHALL BE RETURN OF FEES PAID TO CONSULTANT FOR ANY SERVICE WHICH CLIENT DEMONSTRATES TO BE IN BREACH HEREOF OR OTHERWISE ACTIONABLE BY CLIENT. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONSULTANT'S LIABILITY HEREUNDER EXCEED THE AMOUNT PAID BY CLIENT UNDER THE

SOW PURSUANT TO WHICH LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, STRICT LIABILITY, or NEGLIGENCE. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. Trademarks/Service Marks

The parties acknowledge and agree that: neither party shall hereby gain rights in any trademarks or service marks ("marks") used in connection with the business of the other; neither shall use such marks of the other without written consent; and neither shall alter the marks or other proprietary legends made in connection with the marks of the other party.

12. Termination

Unless otherwise explicitly agreed to by the Parties in the applicable SOW, either party may terminate this Agreement or any SOW at any time by giving the other party 30 days written notice of termination; provided that: (i) all fees due under this Agreement and all SOWs for Consultant services performed through the date of termination shall be paid by Client to Consultant upon the effective date of such termination; (ii) Client shall not be due any refund or credit; and (iii) in the event that this Agreement is terminated, all SOWs thereto shall be simultaneously terminated with this Agreement. Consultant will deliver all materials developed up to the date of termination. Client agrees to provide Consultant with a minimum of ten business days advance notice of an unscheduled SOW termination or staffing reduction. In the event Client provides less than ten business days notice, Consultant reserves the right to invoice Client for sixteen hours of consulting services per consulting resource released. In the event of suspension, termination or staffing reduction, Client shall also be responsible for all non-refundable advance purchase airline tickets scheduled within ten business days prior to notification of the suspension, termination or staffing reduction. Consultant may terminate or suspend performance upon Client's breach of contract, including breach arising from non-payment, Client's failure to timely comply with its obligations under any SOW, or Client's failure to promptly accept properly performed services by signing Acceptance Certificates pursuant to any SOW. Notwithstanding, neither party may unilaterally terminate this Agreement while work is ongoing on a fixed-fee or not-to-exceed SOW other than for a material breach which remains uncured for more than ten days following written notice by the other party.

13. Dispute Resolution

Except for actions for injunctive relief, the parties will attempt to resolve any disputes that arise out of or in connection with this Agreement through good faith negotiation. If a dispute arises, the Client Project Manager and the Consultant Account Executive shall first try to resolve it. If the dispute is not resolved within 10 business days, either party may escalate the dispute by contacting, in the case of Consultant, Brian Fees, CFO (telephone 888-745-3545 or Brian.Fees@Sierra-Cedar.com) or in the case of Client, Brigitte Marshall, Chief Talent Officer, Human Resources Services and Support,



Oakland Unified School District, 1000 Broadway, 2nd Floor, Suite 295, Oakland, CA 94607, Tel: [\(510\) 879-8887](tel:5108798887), E-mail: Brigitte.marshall@ousd.k12.ca.us

These parties shall attempt to resolve the dispute by mutual agreement.

If the dispute has not been resolved within 7 days after either party escalates the process, either party may (but is not required to) initiate non-binding mediation by sending notice in writing to the other party identifying the issues in dispute and requesting that they be resolved through mediation and proposing a neutral mediator. The party receiving the request for mediation shall have 3 business days after receipt of the request to accept or reject the mediation request and to respond to the initiating party's suggestion of a mediator.

If the request for mediation is rejected or the dispute has not been resolved within 30 business days following the date of the request for mediation or such other date as is agreed upon by the parties, either party may move forward to resolve the dispute in the courts of Alameda County Superior Court, Oakland, California .

14. **Indemnification**

The Parties agree that to the extent permitted by law each will indemnify, defend, and hold harmless the other Party and its officers, directors, employees, and contractors from any third party claim for personal injury, property damage, or intellectual property infringement which arises from the actions of the indemnifying Party. Client acknowledges that Consultant makes no representations regarding and accepts no indemnification obligation with regard to any third party commercially available software.

With regard to intellectual property infringement, Consultant shall have no liability to indemnify for any claim based on: (a) use of Consultant Work Product outside the scope of this Agreement and/or a Statement of Work; (b) the combination, operation, or use of the Work Product furnished or authorized under this Agreement and/or a Statement of Work with software, hardware, or other materials not furnished by Consultant or reasonably anticipated by the applicable Statement of Work if such infringement would have been avoided by the use of the Work Product without such software, hardware or other materials; or (c) any modification by Client of the Work Product not made or authorized in writing by Consultant.

15. **General**

- 15.1 Notices. Any notices required hereunder shall be deemed received five days after mailing by certified mail, return receipt requested, or upon delivery by overnight courier with proof of delivery to the following addresses:

If to Consultant:

Sierra-Cedar, Inc.

Attn. CFO

1255 Alderman Drive

Alpharetta, GA 30005

If to Client:

Brigitte Marshall, Chief Talent Officer,

Human Resources Services and Support,

Oakland Unified School District, 1000 Broadway, 2nd Floor,

Suite 295, Oakland, CA 94607, Tel: [\(510\) 879-8887](tel:5108798887),

E-mail:

Brigitte.marshall@ousd.k12.ca.us>

- 15.2 Venue: Choice of Law. Any litigation or action for injunctive relief brought related to this Agreement shall be brought in the county and state of Client's address set forth herein, Alameda, County, California. This Agreement shall be governed by and construed according to the internal laws of the state of California.
- 15.3 Attorneys' Fees. In the event of any litigation between the parties hereto relating to the interpretation or enforcement of any of the terms of this Agreement, the successful party therein shall be entitled to its reasonable costs and attorneys' fees, all of which shall be included in the judgment rendered in such litigation.
- 15.4 Relationship of Parties. This is an agreement for professional services. The parties hereto are independent of one another and both agree that no agency, employment, franchise, or other relationship exists between the parties. Neither party shall have the authority to bind the other with respect to third parties or in any other manner.
- 15.5 Severability. If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, then all of the remaining provisions shall nevertheless continue in full force and effect.
- 15.6 No Assignment. Neither party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the party and Consultant may assign its right to receive payment hereunder.
- 15.7 Payment by Credit Card or Bank Issued Purchasing Card. If Client elects to pay for the services provided pursuant to this Agreement using a credit or purchasing card, Client agrees to promptly reimburse Consultant an amount equal to actual third-party processing cost incurred in accepting such payments (not to exceed 3% of the original invoice) as a "convenience fee".

- 15.8 Client Use of Third Party Vendors. If Client requests Consultant to submit information such as time records or invoices to a third party agency such as a vendor manager or payment manager, all costs associated with Consultant's use of the third party agency shall be borne by Client. Consultant shall have no obligation to provide such third party agency with confidential or personal information nor shall Consultant's submission of information to the third party agency relieve Client of any obligations hereunder. Nothing in this paragraph shall be construed to limit any obligations of the Client under applicable state public records laws.
- 15.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the parties hereto. Both parties acknowledge and agree that none of the rights or obligations granted or undertaken herein shall inure to the benefit of any third parties.
- 15.10 Insurance. Consultant agrees that it shall maintain at least the following minimum levels of insurance and upon Client's request shall cause a Certificate of Insurance to be issued and mailed to the Client

Type of Insurance:	Policy Limits:
General Liability	\$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess Liability Insurance	\$7,000,000 each occurrence and aggregate
Workers Compensation and Employer's Liability	State minimum for each state where work is performed
Errors and Omissions	Not less than \$5,000,000

Mailing Address for Certificate of Insurance:
Brigitte Marshall, Chief Talent Officer, Human Resources Services and Support, Oakland Unified School District, 1000 Broadway, 2nd Floor, Suite 295, Oakland, CA 94607, Tel: (510) 879-8887, E-mail: Brigitte.marshall@ousd.k12.ca.us

- 15.11 Schedules, Exhibits and Attachments. These terms are used interchangeably and refer to the following referenced documents:

Reference	Description
A.	Sierra-Cedar Travel and Expense Billing Policy
B.	Sierra-Cedar Labor and Rates Policy
C.	Reserved
D.	Reserved
E.	Reserved
F.	Reserved
G.	Reserved

- 15.12 Force Majeure. Either party shall be excused from performance hereunder for any period such party is prevented from performing any services pursuant hereto in whole or in part as a result of any act of God, war, earthquake, fire, flood, storm, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control. Such non-performance shall not constitute grounds for termination or default.
- 15.13 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties hereto and supersedes all prior agreements and/or representations between the parties relating to the subject matter hereof. The parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change or amendment to this Agreement must be in writing and signed by both parties in order to be effective. No omission or delay by Consultant or Client to enforce any right or remedy under this Agreement shall be a waiver of such right or remedy. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify this Agreement.
- 15.14 No Conflict. Consultant and Client each represent and warrant that execution and performance of this Agreement does not and will not violate, conflict with, or constitute a default under any contract, commitment, arrangement, understanding, agreement, or restriction, or any adjudication, order, injunction, or finding of any kind by any court or agency to which Consultant or Client respectively is bound.
- 15.15 Electronic documents. The Parties agree to treat facsimile or electronic copies of documents as binding on the Parties in the same manner and to the same degree as original versions of the same documents.
- 15.16 Additional provisions.

- a. **Non-Discrimination.** It is the policy of Client that in connection with all work performed under contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Consultant agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Consultant agrees to require like compliance by any subcontractors it uses for work specific to Consultant. Consultant shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- b. **Drug-Free/Smoke Free Policy.** No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District property. No students, staff, visitors, or contractors are permitted to use drugs on these sites.
- c. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this Consultant does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM> We added this as 10.17.



IN WITNESS WHEREOF, the parties acknowledge that they have each read the terms hereof and that in signing below, they agree to all of said terms.

Sierra-Cedar, Inc.

The Oakland Unified School District

By:

Name: Calvin J. Yonker

Title: CEO-President

Date: September 19, 2014

President, Board of Education

Oakland Unified School District

Superintendent and Secretary, Board of Education

Oakland Unified School District

Approved As to Form

Jacqueline P. Minor
General Counsel

File ID Number: 14-1858
Introduction Date: 10-8-14
Enactment Number: 14-1751
Enactment Date: 10-8-14
By:

EXHIBIT A

SIERRA CEDAR'S TRAVEL AND EXPENSE BILLING POLICY

The following are Sierra-Cedar's policies for consultant travel and expenses:

Actual Costs:

All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by Sierra-Cedar in accordance with IRS guidelines.

Airfare:

Client is responsible for the cost of round trip coach airfare. Consultants purchase airline tickets as early as possible consistent with Client schedules in order to obtain a reasonable fare. Discounted fares are normally non-refundable. Client assumes the cost of any penalties due to cancellations as a result of Client's changes in consultants' schedules. Sierra-Cedar assumes the cost for any penalties arising from Sierra-Cedar requested schedule changes.

On international travel with flight time greater than 7 hours, Client will be charged for a business class ticket unless other arrangements have been made in advance.

Lodging:

Consultants acquire lodging consistent with business travel rates for the area of Client's offices. Consultants use the lower of Sierra-Cedar's or Client's corporate rate at designated national brand hotels whenever possible.

Per Diem:

Meal expenses are calculated on a per diem basis using the allowed rate for a specific local or metropolitan area under the General Service Administration ("GSA) tables applicable to Federal employees traveling at government expense. GSA publishes Continental US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines. Refer to the GSA website for per diem rates at www.gsa.gov/perdiem, and the meal per diem breakdown at www.gsa.gov/mie. Foreign Per Diem Rates can be found at http://aoprals.state.gov/web920/per_diem.asp.

EXHIBIT A

Car Rental:

Car rental is for a four-door mid-sized car. Consultants attempt to share transportation whenever possible.

Taxis/Trains:

Client is billed for the cost of taxi, bus, shuttle, or train fare to Client's offices. Consultants attempt to use the most cost and time effective means for commuting to the Client's site.

Parking/Tolls:

Client is billed for the cost of parking and tolls associated with transportation to and from the Client's site, as well as airport parking and mileage to and from the airport.

Mileage:

Mileage is billed at the current published IRS mileage rate.

EXHIBIT B

LABOR AND RATES

BILLABLE TIME POLICY

The following are Sierra-Cedar's policies with respect to consultant time billable to Client:

Hours Worked:

Consulting support is billed on a time and material basis, based on the actual hours worked on Client matters, whether performed onsite or offsite. Client matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight (8) hours per day will be charged unless prior engagements have been made for part time work.

International Travel:

For assignments in North America, including Canada and Mexico, Sierra-Cedar will bill Client a minimum of eight hours when travel is required. For assignments to South America and Europe, Sierra-Cedar will bill Client a minimum of 40 hours. For assignments to Asia, Africa, Antarctica, Australia, and New Zealand, Sierra-Cedar will bill Client a minimum of 65 hours.

Lunch Time:

Client will not be billed for consultants' lunch time, unless work or business is conducted during that time.

SIERRA CEDAR STANDARD RATES & PAYMENT

Payment of any invoice sent by Sierra-Cedar shall be due 30 days after the invoice date. Invoices shall issue twice monthly. Remittance shall be made to the address designated on the invoice or to the following lockbox address:

Sierra-Cedar, Inc.
PO Box 402521
Atlanta, GA 30384-2521

Standard Hourly Rates change periodically based upon market conditions and other factors as determined by Sierra-Cedar. Sierra-Cedar services shall be invoiced at the

Proprietary and Confidential to Sierra-Cedar, Inc.

EXHIBIT B

rates specified pursuant to a given SOW or, if unspecified, at the Standard Hourly Rate then in effect.

Compensatory Tax – The parties acknowledge that temporary living reimbursements to Sierra-Cedar consultant(s) may be deemed compensatory under federal, state, and local tax laws if a consultant's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Sierra-Cedar will plan with Client to limit the duration of a consultant's assignment in a particular location to less than one year. If Client's requirements are such that it becomes necessary for a consultant's services in a particular location to continue for a year or more and as a result such consultant's living expenses are deemed compensatory for tax purposes, Client agrees to pay Sierra-Cedar the amount of additional compensation provided to such Sierra-Cedar personnel to compensate for taxes imposed therefor.

Travel Inflation Adjustment (not applicable to engagements on which actual travel expenses are invoiced) – On each anniversary of this Agreement, Consultant will review the Consumer Price Index published by the U.S. Department of Labor ("CPI") to determine whether adjustment to the travel component of fees payable under this Agreement is required. If the CPI has increased 5% or more since the last annual adjustment, Consultant shall be entitled to increase the travel component of fees payable under this Agreement by the same percentage as the CPI increase.

Promotion – In the event that a Consultant performing Services pursuant to this agreement is promoted and such Consultant's job classification changes, the standard hourly rate charged to Client for that consultant will be adjusted accordingly.



OAKLAND UNIFIED
SCHOOL DISTRICT

*Community Schools,
Thriving Students*

Oakland Unified School District

Statement of Work HCM Deployment

November 3, 2014

Table of Contents

1. Scope	2
2. Timeline.....	4
3. Deliverables.....	4
4. District Resources – Roles and Responsibilities	8
5. Sierra-Cedar Resources – Roles and Responsibilities	11
6. Assumptions.....	13
7. Pricing.....	16

STATEMENT OF WORK

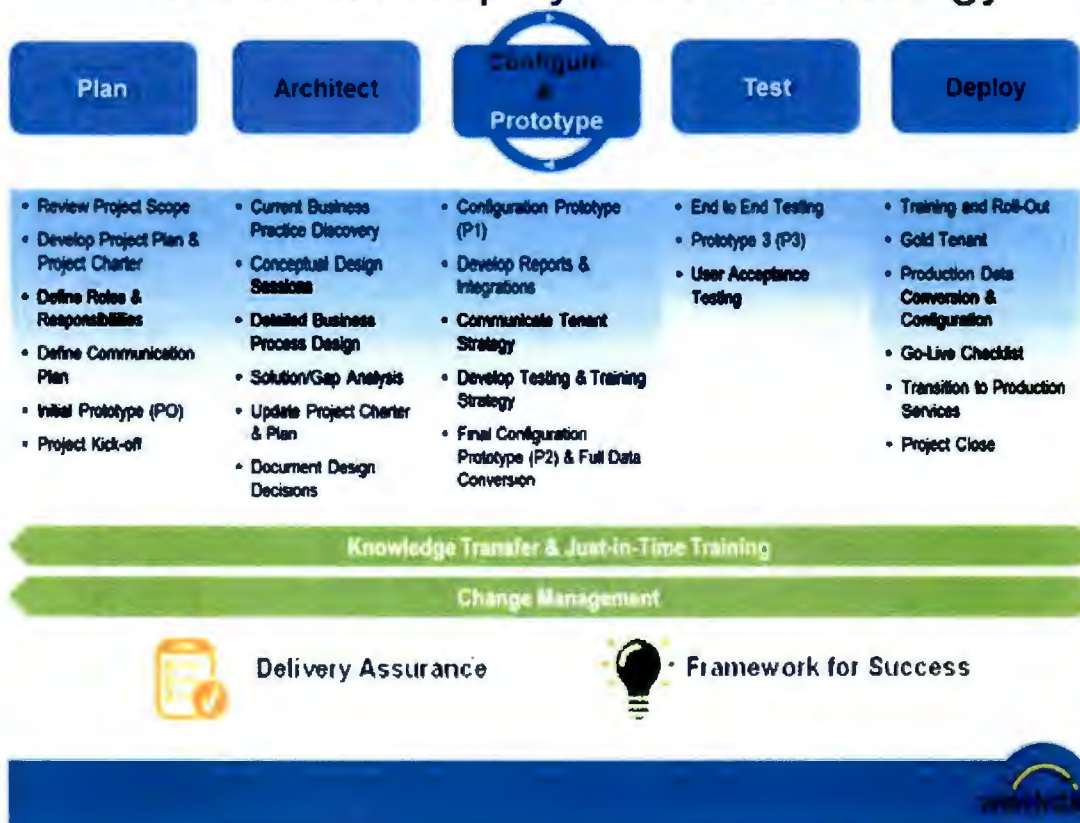
November 3, 2014

This Statement of Work ("SOW") is executed under the terms and conditions of the current Master Services Agreement dated October 1, 2014 between **Oakland Unified School District** (the "District"), and **Sierra-Cedar, Inc.** ("Sierra-Cedar"), which is incorporated herein by reference (the "Agreement"). In the event of a conflict in terms between this SOW and the Agreement, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

1. Scope

The scope of this Statement of Work is for services for the deployment of the Workday Human Capital Management (HCM) solution. These services will span approximately eight (8) months from the start date including one (1) month of production support and down time during the holidays to accommodate the school schedule. These services include stages of the deployment as defined in the Workday Accelerated Deployment Methodology. Sierra-Cedar is committed to the District's successful deployment of the Workday solution. Our Workday methodology is strictly modeled after Workday's deployment methodology. Workday's Accelerated Deployment Methodology is a deliverables-based approach that is supported by a comprehensive toolkit of planning documents, activities, configuration templates, and techniques to implement Workday applications effectively. The application of this methodology to the unique business needs of the District will be supported through business process analysis by Sierra-Cedar consultants with experience and expertise in public sector and K-12 organizations.

Accelerated Deployment Methodology



As described in the questionnaire completed by the District, the scoping session held on July 31, 2014, and subsequent communications, the features and functions which will be included in the deployment are listed below.

1.1. FUNCTIONAL SCOPE

Human Capital Management (HCM)
Compensation
Performance Management
<p>Product/Functionality:</p> <p>Sierra-Cedar will design and configure generally available functionality as prioritized by the District. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. The District will strive to reduce and align the number of plans, codes, business process steps, and other configurations that are currently different across the departments, unions, and other areas within the District. Configurations in excess of those listed below are the responsibility of the District.</p>
<p>Deployment includes:</p> <ul style="list-style-type: none"> • Core HR - Setup including tenant configuration for the United States. Active employee count up to 7,000 and up to 2,000 contingent workers • Organizations - Supervisory Org Setup, up to 500 Supervisory Orgs, up to 300 Cost Centers, up to 20 business unit org Structures, and up to 4 custom organization types, up to 12 unions, 2 retiree organizations (STRS and PERS), up to 120 locations, up to 10 related organization type hierarchies including location hierarchies • Jobs and Positions – Up to 2 staffing models, up to 500 job profiles, up to 100 job families, and 1 management level hierarchy, multiple assignments • Compensation – Up to 5 compensation plans, 1 compensation package • Performance – Up to 6 performance plans <p>Not in Scope:</p> <ul style="list-style-type: none"> • Items provided by a 3rd party as a part of their processing • Succession planning • Recruiting

1.2. TECHNICAL SCOPE

Data Migration
Integrations
<p>Data Migration:</p> <ul style="list-style-type: none"> • Core worker data for active employees and terminated worker data for up to one year to include most recent position and compensation • Relevant seniority dates and years of service • Most recent compensation amount and grade for core employee population • Active teacher licenses and certifications • History from a previous system to include Job and Compensation history and Previous Workers <p>Integrations:</p> <p>The integrations were evaluated and the following in bound integrations into Workday are in scope</p>

for Sierra-Cedar to develop:

- Active Directory
- CA Commissions on Teacher Credentialing
- Bloomboard (Teacher evaluation too)
- OnTrack (Homegrown LMS)
- IFAS (Legacy ERP)
- SmartFind Express (Substitute system)
- Aeries (Student information system)

The District will be responsible for the same list noted above for the outbound integrations from Workday as well as integration to the Otis Ed Data Warehouse.

Not in Scope:

- Items provided by a 3rd party as a part of their processing
- Historical data migration outside of what is specified above
- Custom reports

1.3. CHANGE MANAGEMENT SCOPE

Change Management
Training

Change Management:

- Define Communication Strategy and Plan
- Develop Business Readiness Strategy

Training:

- Develop High Level Training Strategy
- Conduct Needs Assessment
- Develop Training Curriculum

Sierra-Cedar and the District will work together to finalize the scope of change management services during the project. Sierra-Cedar hours are fixed at 200 and can be utilized as needed with mutual agreement and proper documentation of changes to scope or responsibilities.

2. Timeline

The expected timeline is an 8 month timeline from project start to go-live with one month of post-production support and down time during the November and December holidays to accommodate the school schedule. The projected start date will be on or around November 3, 2014 with a go-live on or before June 1, 2015 followed by post-production support. This timeline is based upon Sierra-Cedar's understanding of the District's scope, internal staffing levels, and our experience on other Workday projects. The final timeline, tasks, and stage durations will be completed during the Plan stage of the project. While the project start date may change, the overall duration is fixed. Any increase in project duration may require a change order. In addition, changing the project start date may necessitate providing different Sierra-Cedar resources than were originally proposed.

3. Deliverables

The following table summarizes the deliverables by phase and the owners and contributors for each deliverable. The Owner of a deliverable is defined as the individual(s) who is/are responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction. The list of deliverables includes:

Deliverable Name	Description	Owner	Contributor
Stage 1 - Plan			
Project Charter	A document outlining the project's deliverables, deployment approach, and roles and responsibilities. Sets expectations. The Project Scope section of this SOW provides input into this document.	District	Sierra-Cedar
Project Management Plan	A document that contains the details of the project activities, owners, and completion dates. Sierra-Cedar will provide a template that will serve as the foundation for the project schedule.	Sierra-Cedar	District
Communication Plan	Sierra-Cedar will provide the customer with a Communication Plan template as a starting point that outlines the communication events that will be deployed to raise awareness and invite user engagement. The template is pre-populated with a baseline of events. Sierra-Cedar will work with the customer to update the plan with customer-specific events and the timeline of events.	District and Sierra-Cedar (Shared)	
Deployment Data Gathering Workbook	Sierra-Cedar will provide a Data Gathering Workbook template of the key data elements that will be used to build an Initial Prototype.	Sierra-Cedar	District
Integration Discovery Template	A document used to confirm integrations to be delivered to the customer and resolution of any scope gaps based on the Statement of Work and customer discussions.	Sierra-Cedar	District
Build Initial Prototype Tenant	P0 (zero): Sierra-Cedar will use the completed Workday Data Gathering Workbook to create the Initial Prototype. This configured prototype may be used during the project kickoff and the design workshops in the Architect Stage. (Data Load #1).	Sierra-Cedar	District
Project Kickoff	Introduction of project to team members and executive sponsor(s). Overview goals of project, review scope and high level timeline, product demo, and identify roles and responsibilities.	District and Sierra-Cedar (Shared)	
Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage reviews and sign-off.	District and Sierra-Cedar (Shared)	
Stage 2 - Architect			
Current Business Process Discovery	Gather information about the customer's current business practices and policies. Review and update the discovery questionnaire based on these discovery sessions.	Sierra-Cedar	District

Deliverable Name	Description	Owner	Contributor
Architect Core Concepts (Architect Major Functionality and Architect Data Elements)	Conduct Conceptual Design Sessions to introduce customer project team to Workday Concepts, capture major design decisions, and determine impacts to other areas such as, cross-product areas, integrations, and reporting.	Sierra-Cedar	District
Architect Business Processes and Roles	Define and document the Workday business processes and the employees that will fill Workday organizational roles.	Sierra-Cedar	District
Architect Integrations	Define and document integration requirements including data mapping, functional requirements and process flows for packaged and custom integrations.	Sierra-Cedar	District
Stage and Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage reviews and sign-off.	District and Sierra-Cedar (Shared)	
High Level Training Strategy	This document summarizes the overall plan for training delivery to the end-user population. It captures training objectives, documents key requirements for materials, identifies training locations, training delivery methods, and identifies challenges and the timeline for training delivery. The customer begins the development of the strategy using a template and continuously updates the strategy as information becomes available through the Configure & Prototype stage when it is completed.	District	Sierra-Cedar
Stage 3 – Configure & Prototype			
Tenant Management Plan	Define the plan for managing each tenant.	Sierra-Cedar	District
Configured Prototype	P1 - Develop an operating prototype of Customer's production system by confirming the configuration of the setup data, and having Customer validate the data's accuracy. The Deployment Data Gathering Workbook will be used for the data conversion activities. Data Load #2	District and Sierra-Cedar (Shared)	
Integration Development	Integrations developed and unit tested.	District and Sierra-Cedar (Shared)	
Testing and Training Preparation	Establish a testing approach so that the business processes and application configuration correctly meet the customer's business requirements as communicated to Sierra-Cedar. Customer will define all test scenarios to be executed and validated during testing. Sierra-Cedar will provide the customer with test plans and scenarios from the Workday deployment guide as a starting point.	District and Sierra-Cedar	

Deliverable Name	Description	Owner	Contributor
Training Curriculum	This document is a detailed narrative that describes each end-user course (i.e., Manager Self Service Support for Administrative Assistants). Each course in this document contains information related to the duration of the course, how the course is delivered, where the course will be delivered, and what will be covered in the course. The customer begins with a template that is customized specifically to their business processes.	District and Sierra-Cedar (Shared)	
Training Needs Assessment	This is an ongoing process where the information learned is captured in an MS Word document that ultimately feeds updates to the Training Strategy. Information captured includes but is not limited to the identification of current tools and methods used to deploy training, successes in training the District's end users that can be leveraged, potential challenges that may not be solved by training (i.e., adjustments that need to be made to policies), etc.	District	Sierra-Cedar
Final Configuration Prototype	P2 – Full data (data load # 3) will be executed to convert all employee / payroll / human resources data to prepare a Workday tenant for testing. The customer is responsible for validating its accuracy.	District and Sierra-Cedar (Shared)	
Stage and Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage reviews and sign-off.	District and Sierra-Cedar (Shared)	
Stage 4 - Test			
Completed Smoke Tests	Completed test cycle to facilitate that the testing tenants are complete by executing short tests to evaluate whether all key functional areas are working correctly. The customer security team validates security provisioning is in place for testers.	Sierra-Cedar	District
Completed End-to-End Testing	Completed test cycle to execute the flow of end-to-end processes between multiple functions and third party integrations.	District	Sierra-Cedar (support)
Completed User Acceptance Testing	Series of testing scenarios conducted by a select group of users to provide final validation that the configured system is ready for Production. A User Test Condition list will be created to evaluate whether all criteria are tested.	District	Sierra-Cedar (support)
Training Material	This deliverable will take on a variety of formats ranging from videos, frequently asked question documents, presentations, and exercise guides. The Workday Adoption Toolkit (WAT) of materials will form the baseline for this content and will be supplemented by the creation of other materials when WAT materials do not exist.	District	

Deliverable Name	Description	Owner	Co-Owner
Stage and Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage reviews and sign-off.	District and Sierra-Cedar (Shared)	
Stage 5 - Deploy			
Training Delivery	This deliverable will take on a variety of formats using synchronous (Customer-led training via classroom, webinars) and asynchronous (self-paced via videos, user guides, job aids, etc.) methods.	District	
Final Data Migration and Configuration	All configuration and data migrations are completed based on data load #4 (Gold tenant). Validated by the District.	Sierra-Cedar	District
Validate Pre-Production Tenant	All configuration and data migrations are verified (Gold tenant).	District	Sierra-Cedar
Completed Go-Live Checklist	Completed Workday Go-Live checklist completed with required information prior to Delivery Assurance Review.	Sierra-Cedar	District
Transition to Workday Production Support	Sierra-Cedar meets with Workday to transfer Client's deployments to the Workday Production Support Team.	Workday Delivery Assurance and the District (shared)	Sierra-Cedar
Stage and Acceptance Review / Project Sign-Off	Execution of the Acceptance Process for project completion and sign-off.	District and Sierra-Cedar (shared)	

4. District Resources – Roles and Responsibilities

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for the District project team members. The assignment of named resources and final time allocations will be determined during the plan stage of the deployment using the project staffing tool and the project plan developed jointly by the Sierra-Cedar and the District Project Managers.

District Role	Responsibilities	Estimated Resources
Executive Sponsor/ Executive Committee	<ul style="list-style-type: none"> ▪ Responsible for championing the project ▪ Ensures that the appropriate resources are available for the project ▪ Works with the project manager to resolve escalated issues in a time-effective manner ▪ Signs off on key deliverables throughout the project ▪ Acts as an active and visible resource on the project ▪ Participates in regularly scheduled Steering Committee meetings to ensure the project is 	5 to 10 persons at 5 - 10% 2 to 4 hours each month for Steering Committee meetings

District Role	Responsibilities	Resources
Project Manager	meeting the goals and time-frames outlined at the beginning of the project <ul style="list-style-type: none"> ▪ Responsible for managing the project to completion ▪ Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Manager ▪ Manages the issue and key decision log ▪ Sets deadlines and evaluates milestones ▪ Assigns responsibilities ▪ Escalates issues to the Steering Committee that may impact the go-live date 	1 person at 100% 1038 hours
Functional Lead	<ul style="list-style-type: none"> ▪ Leads the functional team for a specific functional area(s), e.g., Talent Management ▪ Coordinates activities with the Sierra-Cedar Solution Architect / Principal Consultants and other District functional resources ▪ Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality ▪ Performs functional lead responsibilities such as: <ul style="list-style-type: none"> - Communicates business requirements - Validates architecture and design - Identifies data to be converted - Cleanses data - Validates data conversions - Performs configuration - Tests business processes and configuration - Develops customer-specific training and documentation - Gathers reports and defines reporting requirements 	1 - 2 persons at 75% to 85% 2335 to 2650 hours HCM / Comp / Talent
Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> ▪ Resources representing specific schools / departments / areas of functional expertise ▪ Perform subject matter expert responsibilities such as: <ul style="list-style-type: none"> - Identify data to be converted - Cleanse data - Validate data conversions - Test business processes and configuration - Develop customer-specific training and documentation - Provide functional knowledge and 	3 – 6 persons 15% - 25% 465 to 780 hours HCM / Comp / Talent

Requirements		
	expertise on requirements - Gather reports	
Testing Lead	<ul style="list-style-type: none"> ▪ Defines the Testing Strategy and Testing Plan (with support from Sierra-Cedar) ▪ Coordinates all testing activities including the creation of test scripts and executing testing To populate 	This role can be filled with functional lead or SME roles. The time for this role starts in Configuration and Prototype but is primarily in Test stage.
Workday Application Security Administrator	<ul style="list-style-type: none"> ▪ Defines and updates security groups ▪ Defines and maintains domains and business process security policies ▪ Tests security group membership ▪ Analyzes and audits security policies and procedures ▪ Activates pending security policy changes 	1 person 10% 104 hours (all stages except planning)
Resources		
Integration Developers	<ul style="list-style-type: none"> ▪ Responsible for providing technical knowledge and expertise related to the District's integration requirements ▪ Develop and Test assigned integrations ▪ Validate that the customer's environment can support the integrations 	1 to 2 persons 60% 623 hours
Data Migration Lead	<ul style="list-style-type: none"> ▪ Responsible for providing technical knowledge and expertise related to current systems used by the District. ▪ Assist with data mapping ▪ Extract data from legacy systems ▪ Lead data validation activities 	1 person at 50% 519 hours
Training		
Training Lead/Trainers	<ul style="list-style-type: none"> ▪ Development of the training curriculum ▪ Develop training documentation including optimizing Workday's training tools where applicable ▪ Conduct end user training 	The number of trainers is dependent on the final scope of training and can be filled with functional lead or SME roles. The dedicated time for these roles is the Test and Deploy stages.
Reporting		
Report Developers	<ul style="list-style-type: none"> ▪ Develop and test custom reports in accordance with functional requirements 	TBD based on reports identified

5. Sierra-Cedar Resources – Roles and Responsibilities

The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with the District to manage the allocations of resources as needed to support project needs.

Executive Sponsor	<ul style="list-style-type: none"> ▪ Responsible for being the point of contact representing Sierra-Cedar management team ▪ Works with the Project Manager so that escalated issues do not impact the project timeline ▪ Participates in regularly scheduled Steering Committee meetings, which hold the project team accountable for dates and commitments agreed to in the Project Work Plan ▪ Maintains an ongoing relationship with the customer's executive contacts 	1 person – As needed
Engagement Manager	<ul style="list-style-type: none"> ▪ Manages the overall project to completion ▪ Defines project standards, policies and procedures to be used across projects ▪ Monitors compliance with these project management standards, policies, procedures, and templates via project reviews and assessments ▪ Develops, manages, and maintains the project plan ▪ Performs financial management across the project ▪ Manages the project issues, risks and key decision log ▪ Sets priorities and deadlines and evaluates milestones ▪ Assigns responsibilities ▪ Provides project health reports to upper management and Workday on a regular basis ▪ Escalates issues to the Executive Steering Committee that may impact the go-live date ▪ Participates in internal review meetings, which help the District and Sierra-Cedar to meet deadlines and mitigate risk. ▪ Interacts with Workday Delivery Assurance, Product Strategy and Development 	1 person at 50%
FUNCTIONAL		
Solution Architects	<ul style="list-style-type: none"> ▪ Leads workshops during the Architect stage and designing business processes from a cross-functional perspective ▪ Provides a framework for explaining the impact of key design decisions ▪ Articulates the impact of the Workday Roadmap to 	HCM / Benefits / Talent: 1 person at 25%

Respon		
	customer requirements	
Principal Consultant	<ul style="list-style-type: none"> ▪ Works with the District to design business processes ▪ Gathers functional and reporting requirements ▪ Assists in mapping client data to Workday ▪ Configures Workday according to customer requirements ▪ Documents any areas where requirements are not met ▪ Supports testing, data conversion, and integration development efforts ▪ Escalates issues that may impact the go-live date to the Project Manager 	HCM / Benefits / Talent: 1 – 2 persons at 75% - 100%
Integration Architect	The Integration Architect oversees the overall strategy, design and development of the assigned in scope Workday integrations. Responsibilities include the following: <ul style="list-style-type: none"> ▪ Plan, lead and facilitate integration workshop(s) during the Architect stage. ▪ Develop high-level integration strategy and design. ▪ Provide Project Work Planning details for the Project Work Plan. ▪ Provide guidance on integration design decisions and downstream impacts for integrations. ▪ Provide oversight during the Configure & Prototype phase to verify the design principles are followed. ▪ Communicate design standards to developers to provide consistency across integrations. ▪ Provide guidance to integration consultants and District team members ▪ Prepare documentation for the tenant review. ▪ Liaise between the project team and Workday development team on any integration issues, as well as upcoming changes. ▪ Coordinate the resolution of issues during testing and deployment for integrations for which Team Sierra-Cedar is responsible. ▪ Provide knowledge transfer to the District integration team members. 	1 person at 15%
Integration Consultants	Works with the Team Sierra-Cedar functional consultants and the District Development team and Subject Matter Experts to gather and document integration requirements. Responsibilities include the following: <ul style="list-style-type: none"> ▪ Leads integration workshop(s) ▪ Plans, leads and facilitates integration workshop(s) during the early stages of the project to provide: ▪ Support the design, configuration and testing of Workday integrations in scope for the implementation. ▪ Document design decisions for integrations assigned to Team Sierra-Cedar. ▪ Develop and unit test Workday integrations assigned to Team Sierra-Cedar. 	1 person at 50%

	<ul style="list-style-type: none"> ▪ Support the District with the development and testing of integrations assigned to the District. ▪ Work with the District team to resolve issues. ▪ Provide knowledge transfer to the District integration team members. 	
Data Migration Consultant	<ul style="list-style-type: none"> ▪ Migrates customer data into Workday ▪ Resolves data related issues during conversions 	1 person at 25% - 50%
Change Management Lead	<p>The Sierra-Cedar change management lead is available to take on the following responsibilities. The District and Sierra-Cedar will work together to identify, scope, estimate, and assign responsibilities, tasks, and deliverables as needed on the project within the constraints of the 200 hour budget.</p> <ul style="list-style-type: none"> ▪ Works with the District's Change Management Lead ▪ Facilitates design, development and execution of the Change Management Strategy ▪ Facilitates design, development and execution of Communication Plan ▪ Conducts the Impact Assessment ▪ Conducts the Training Needs Assessment ▪ Facilitates design, development and execution of Training Strategy and Plans ▪ Conducts Go-Live Readiness Assessment (in collaboration with the project team) ▪ Facilitates the execution of Knowledge Transfer Plan (in collaboration with the project team members) ▪ Leads the Lessons Learned session 	1 person at 200 hours

6. Assumptions

1. Overall project management responsibility will be shared between Sierra-Cedar and the District. The District will provide an executive sponsor, project manager, and leads to coordinate project activities with the Sierra-Cedar Project Leadership. The District Project Manager will be 100% dedicated to the project and a Sierra-Cedar Project Manager will be 50% dedicated to the project for the duration of the project.
2. The District Executive Sponsor will provide guiding principles to the team. The approach will use the default business processes. The District Executive Sponsor is responsible for the development of any end user departmental policies, procedures, and user manuals.
3. The District will provide Sierra-Cedar consultants with reasonable facility access, working space, equipment and office support.
4. The Sierra-Cedar Team will be reliant on the District Executive Sponsor and other project participants for a number of critical tasks including (i) Subject Matter Expert (SME) support, (ii) prompt review and sign-off of deliverables, (iii) prompt decision making, and (iv) adoption of and standardization of standard process definitions.

5. The District Executive Sponsor will establish an Executive Committee for the Project that will serve as the escalation point for issues that cannot be resolved at the Project Team level. Sierra-Cedar and Executive Sponsor(s) will participate on the Executive Committee.
6. Sierra-Cedar will conduct project kick-off meetings with the Executive Committee and the Executive Sponsor's authorized project team members, which will initiate a Planning phase in which all project milestones are identified and agreed upon and documented as part of an overall Project Management Plan. Additionally, critical path items and the timelines associated with each stage will be outlined by Sierra-Cedar using Sierra-Cedar's project methodology and approved by the District Executive Sponsor.
7. Sierra-Cedar Project Sponsor and the District Executive Sponsor will be visible and accessible to the joint Project Management team to provide direction, guidance, and rapid decision-making. Sierra-Cedar and the District Executive Sponsor will meet with the joint Project Management Team throughout the project.
8. The District Project Leadership will provide a plan of action for critical functional and technical issues within two (2) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the District Executive Sponsor for resolution. The Sierra-Cedar Project Manager must promptly bring up any issue(s) or delays that occur due to lack of Customer resources so as to avoid schedule impact.
9. The District Executive Sponsor and Sierra-Cedar will establish a Project Change Control process for the project. This process will be used to govern changes to the Statement of Work.
10. The District Executive Sponsor will have primary responsibility for standardization decisions and process acceptance for the project, with the support of Sierra-Cedar functional and technical resources. The District resources will be highly knowledgeable of the District business processes, have the appropriate skill sets, be available as required, and be empowered to make decisions regarding the design.
11. If the District assigns third-party contract personnel to this project, Sierra-Cedar will assume such third-party contract personnel represent the Customer and they will be empowered to make decisions on behalf of the District.
12. The District Resource Assumptions:
 - The District will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined in above.
 - The District's functional and technical staff will be committed to the project and the associated changes to their job functions.
 - The District project personnel will participate in accordance with time allocation stated in this statement of work and the District will make all good faith efforts to maintain their assignment to the project as long as they remain active employees, and as consistent with District human resources policies and procedures, and collective bargaining agreements.
 - The District resources that are dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.
 - Lack of performance by the District or Sierra-Cedar resources that negatively impacts the project may require replacement of said resources. The District and Sierra-Cedar agree that if mutually agreed upon, a replacement resource will be identified and assigned within 5 business days after identification/agreement.

13. The District shall provide input, review, and participation during performance of the Services, including subject matter experts that will be available to participate in workshops and scheduled meetings.
14. The District shall ensure that its employees make time available, and provide Sierra-Cedar personnel access to key users and technical personnel within the District organization as it relates to the performance of Services.
15. Sierra-Cedar consultants will perform services in a combination of locations including the District's office, in Sierra-Cedar's Solution Center and remotely.
16. The District will provide remote connectivity consistent with its security process and procedure to be used during the project.
17. The District will own responsibility for completeness and accuracy of all data provided. Audit reports will be run once the data is in Workday and the District will need to sign off that they accept the data migrated.
18. The District will be responsible for any 3rd party communications to complete integrations.
19. Four (4) builds are included during the project: Initial Tenant (P0), Configuration & Prototype Tenant (P1), Final Configuration/Parallel Tenant (P2) and Gold Tenant. Each build will last two (2) to three (3) weeks.
20. Sierra-Cedar will audit training classes provided to the District employees. Training classes must be held, the District employees must attend, and sign off from Sierra-Cedar based on this training for go-live will be required. Executive sponsor will be notified as soon as possible should Sierra-Cedar believe that there is a District training issue.
21. The District shall be responsible for establishing and following such change control procedures as it deems appropriate for this engagement. Sierra-Cedar shall be entitled to rely on any proper change order given to it by the District, although their use is not required for a District change order to be effective, examples of change order documents are attached as Exhibit A.
22. Our timeline assumes a project start date on or around November 3, 2014 for a go live on or before June 1, 2015.
23. Functional configuration is detailed in the functional scope section of this proposal.
24. Data extraction from legacy system will be performed by the District.
25. The District will be responsible for all data cleansing.
26. Sierra-Cedar acknowledges the integrations listed in the technical scope section and we have provided 696 hours of integration support/development. Sierra-Cedar will work with the District so that at the conclusion of system testing, the District will take ownership of the integrations.
27. The District firewall will be configured correctly to make the necessary inbound and outbound calls for the necessary integrations.
28. The District will be responsible for providing a sFTP server configured and available for use with the external vendor systems at the start of the project.
29. Existing Cloud Connects will be utilized where applicable.
30. Sierra-Cedar assumes that the District will leverage Workday processes "out of the box" and the hours estimated for Business Process Configuration includes standard configuration. The District will provide resource(s) to be designated as a business process administrator. This resource will attend required Workday training.
31. Sierra-Cedar assumes that the District has a change management and training program in place and the identified District educators will engage in these programs from the early onset of the project.

32. The District will be responsible for leading and executing all testing activities within the Test stage of the project with knowledge support from Sierra-Cedar consultants. All executed testing scenarios must be approved prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require a change order.
33. Sierra-Cedar assumes that the District is responsible for the delivery of end-user training.
34. The Sierra-Cedar scope includes four tenant builds which include data migration and configuration to support project needs. A build does not include copies of existing tenants for different uses on the project (e.g. integration development, sandbox, testing etc.). If the District requires additional builds during the project, a change order will be required.
35. Sierra-Cedar Change Management Services hours are fixed at 200 hours. The District and Sierra-Cedar will work together to define and execute the change management approach for the project during the Plan stage.

7. Pricing

Estimated pricing for the project is listed below. Services rates do not include travel related expenses. Services will be billed two times per month for hours worked during the previous billing period. Rates for all services and resources are \$165 per hour.

Sierra-Cedar Deployment Services:

SIERRA-CEDAR DEPLOYMENT SERVICES	\$ 655,875
CHANGE MANAGEMENT SERVICES (200 HOURS)	\$33,000
SIERRA-CEDAR DEPLOYMENT TRAVEL EXPENSES (50% ONSITE)	\$ 68,513
TOTAL:	\$ 757,388

Sierra-Cedar travel is estimated at 50% of total project hours and will be billed two times per month. Travel expense invoices will be based upon actual travel expenses incurred. Sierra-Cedar consultants will follow Sierra-Cedar's travel policy.

The District agrees to provide Sierra-Cedar with a minimum of ten (10) business days advance notice of an unscheduled SOW termination or staffing reduction. In the event the District provides less than ten (10) business days' notice, Sierra-Cedar reserves the right to invoice the District for sixteen (16) hours of consulting services per consultant released. In the event of cancellation, the District shall also be responsible for all non-refundable advance purchase airline tickets purchased within 15 business days prior to receiving said notification. Sierra-Cedar shall not make any additional purchases nor incur any additional expense upon receipt of any notice of termination or staffing reduction as it relates to any Consultant referenced in any such notice.

Schedules, Exhibits and Attachments: These terms are used interchangeably and refer to the following referenced documents. This SOW specifically excludes any document not referenced herein. Any change order required pursuant to the processes outlined above shall be deemed amendments to this Agreement at the time they are entered into.

The authorized representatives of the parties have signed this Statement of Work.

Oakland Unified School District

Sierra-Cedar, Inc.

Signature



Signature

Printed Name

Calvin J. Yonker

Printed Name

Title

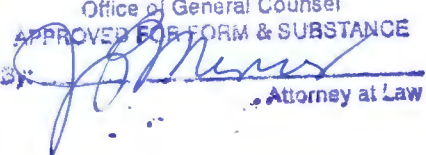
CEO-President

Title

Date

September 19, 2014

Date

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


Attorney at Law

Exhibit A

DATE SUBMITTED: / /	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar _____
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar _____
REQUEST SUBMITTED BY:	_____, Sierra-Cedar
THE PURPOSE OF THIS CHANGE ORDER IS:	
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:	
ATTACHMENTS, SCHEDULES OR TABLES:	
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled _____ .	
The authorized representative of the school district is _____	

**SIERRA-CEDAR****CLIENT**

Sierra-Cedar, Inc.

The District

By: _____

By: _____

Name: _____

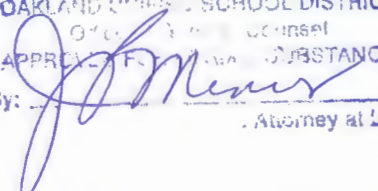
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of Legal Counsel
APPROVED FOR THE BOARD OF SUPERVISORS
By:  _____
Attorney at Law