OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memorandum

To	Board of Education
From	Antwan Wilson, Superintendent Vernon Hal, Senior Business Officer Dr. Carey Hawkins Ash, Esq., Deputy Chief, Strategy & Implementation Ruth Ruth Alahydoian, Chief Financial Officer Tara Gard, Interim Deputy Chief of Talent Susan Beltz, Interim Chief Technology Officer Guillermo Echeverria, Deputy Chief of Continuous Improvement and Project Management
Board Meeting Date	October 26, 2016
Subject	Business and Operations System
Action Requested	Approve the Agreement between Oakland Unified School District ("OUSD" or "District") and the Alameda County Office of Education ("ACOE") for the purpose of upgrading and implementing the District's new Business and Operations System to support the District's Business and Operations Portal.
Background	OUSD has used Sungard's Integrated Finance and Accounting System ("IFAS") as its primary operating system since January 2004. Sungard required OUSD to upgrade IFAS from version 7.7 to 7.9 in November, 2015, as IFAS stopped supporting version 7.7. OUSD used IFAS 7.7 for over four (4) years and was one of Sungard's last customers to upgrade. The IFAS upgrade presented multiple challenges so severe that it was a practical downgrade. Key issues included: (1) reduction of reporting capacity; (2) delays in entering and receiving data; and (3) numerous data inaccuracies, in addition to: (4) tripling the time to complete key operations; (5) multiple unplanned outages; and (6) constant unexpected errors and system disconnections.
Discussion	Ratifying this Agreement will ameliorate issues impacting OUSD's functional departments, but will more importantly align OUSD with ACOE's fiduciary duties relative to the District. Due to the 2012 revision to the conditions governing the District's state loan (Swanson Bill), the ACOE Superintendent will serve as the District's authoritative OUSD fiduciary upon the transition of financial oversight from the state to ACOE. Because ACOE has selected Escape as the exclusive vendor for ACOE's business and operations system, Escape is the sole provider of ACOE's connections to its constituent districts. By not currently operating on the ACOE/Escape system, OUSD is now the largest county school district outlier. As a result, it is in OUSD's best interest to enter into this Agreement. Doing so will secure a sub-license to procure Escape's software, ensure the District's hosting by ACOE, and provide a wholly integrated business and operations solution, comprised of human resources, finance, budget, accounting, and payroll systems.
Recommendation	Ratification of professional services contract between OUSD and ACOE. Services to be primarily provided to OUSD for the period of November 1, 2016, through June 30, 2021.
Fiscal Impact	Unrestricted general purpose funds not to exceed $5,964,494 over the next five (5) years.
Attachments	Professional Services Contract (including scope of work); Executive memorandum; Powerpoint

To:	OUSD Board of Education
From:	Antwan Wilson, Superintendent
	Vernon Hal, Senior Business Officer,
	Dr. Carey Hawkins Ash, Esq., Deputy Chief, Strategy & Implementation
	Ruth Ruth Alahydoian, Chief Financial Officer
	Tara Gard, Interim Deputy Chief of Talent
	Susan Beltz, Interim Chief Technology Officer
	Guillermo Echeverria, Deputy Chief of Continuous Improvement and Project Management
Subject:	**Business and Operations Portal (Financial and Talent System)**
Date:	October 26, 2016

OVERVIEW & OBJECTIVE

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

SUMMARY

- The Business Operations Portal has already launched with our updated intranet, and gives all District employees one single place to go for their interactions with human resource and finance data via various tools with a single sign-on using District email. However, it is the Portal's underlying support system that must change.

- While auxiliary applications are currently available on the Business Operations Portal (e.g. Contracts Online; SmartFind Express; Financial Transparency Dashboard), the new Portal backbone will include all the applications necessary to effectively operate both the Talent and Finance Divisions, while providing meaningful data and tools to our staff at schools.

Business and Operations System Global History

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

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

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

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

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

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

Talent Specific Business and Operations System History

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

Baseline Standards for New Business and Operations System

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

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

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

Benefits of Purchasing the Escape System

The benefits of purchasing the Escape system are:

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

Securing Internal Stakeholder Support

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

Financial Considerations

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

- Our **one time external implementation costs** are estimated to be **$617,773.** This consists of:

  - Project management;
  - Data conversion;
  - Custom interface development;
  - Staff training; and
  - Vendor travel.

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

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

The **five (5) year cost outline** is below.

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

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

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

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

Identified Funding and Cost Savings

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

Conclusion and Recommendation

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

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

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

Legislative File ID No. 16-2237

Department: Business Operations

Vendor Name: Alameda County Office of Education (ACOE)

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

Annual Cost: $1,017,759.00

Approved by: _____

Is Vendor a local Oakland business? Yes ☐ No ✔

Why was this Vendor selected?

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

Summarize the services this Vendor will be providing.

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

**Was this contract competitively bid?** Yes ☐ No ✔

If No, answer the following:

1) How did you determine the price is competitive?

ACOE has selected Escape as the exclusive vendor for ACOE's business and operations system. Escape is the sole provider of ACOE's connections to its constituent districts.

2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than $86,000 (increases a small amount on January 1 of each year)

☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

☐ **Emergency** contracts

☐ **Technology** contracts

    ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

    ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

    ☐ Western States Contracting Alliance Contracts (WSCA)

    ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☑ **Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

☐ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

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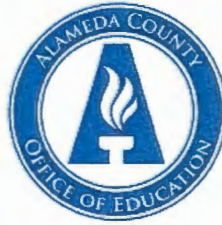
AGREEMENT BETWEEN ALAMEDA COUNTY OFFICE OF EDUCATION AND OAKLAND UNIFIED SCHOOL DISTRICT
FOR
ESCAPE TECHNOLOGY, INC. SCHOOL BUSINESS SOFTWARE
AND
SYSTEM SUPPORT SERVICES

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

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

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

I.   SERVICES AND STANDARDS

A. ACOE will provide OUSD with *Escape Online5* School Business Software, Data Processing, and Support Services as described in the following, as well as the services provided in Schedule A to this Agreement, which Schedule A is incorporated as if fully set forth herein:

1. Financial, Payroll, Human Resources and Data Processing Services using Escape Online5 system software, as licensed to ACOE by Escape Technology, Inc. Warrant processing will follow the procedure as is outlined in Schedule B.

2. Servers, network infrastructure, located at ACOE, sufficient to facilitate the active use of the provided school business system.

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

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

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

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

4. Training and technical support services.

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

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

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

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

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

II. TERM, FEES AND PAYMENT

A. Term

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

B. Fees

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

1. Prorated Year One & Fee Increases

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

2. Payment Terms

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

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

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

IV. INDEMNIFICATION

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

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

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

V. CONFIDENTIALITY

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

VI. PROVISION OF RECORDS AND DATA

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

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

VII. INSPECTION AND AUDIT

A. At reasonable times and on reasonable notice to ACOE, OUSD shall have the right to inspect ACOE's books and records to verify the accuracy of any invoices submitted pursuant to this Agreement.

B. The parties further acknowledge that ACOE has a legal obligation to maintain accurate records. On reasonable notice to ACOE, OUSD shall have the right to audit ACOE's operations related to this Agreement and its maintenance of OUSD's data.

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

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

VIII. GENERAL

A. Dispute Resolution & Termination:

1. Dispute Resolution

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

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

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

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

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

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

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

3. **Termination After Implementation and Launch of Escape**

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

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

4. **Assistance Following Notice of Termination/Notice:**

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

Alameda County Office of Education **Attn: Business Services** **313 West Winton Avenue,** **Hayward, CA 94544**	**Oakland Unified School District** **Attn: Chief Technology Officer** **1000 Broadway, Suite 300** **Oakland, CA 94607**

B. **Applicable Law**: This Agreement and performance hereunder shall be governed by and constructed in accordance with the laws of the State of California, but without resort to California's conflict of laws case and statutory law.

C. **Venue**: In the event that either party brings any action against the other under this Agreement, the Parties agree that such action shall be vested exclusively in Alameda County Superior Court or in the United States District Court for the Northern District of California.

D. **Severability**: If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

E. **No Assignment**: This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other.

F. **Interpretation/Construction**: The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by both Parties hereto. Therefore, the normal rule of construction to the effect that any

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

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

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

I. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**: ACOE certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement certifies that ACOE does not appear on the Excluded Parties List (https://www.sam.gov/).

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

ALAMEDA COUNTY OFFICE OF EDUCATION

L. Karen Monroe, County Superintendent of Schools

Date 11-1-16

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Date 10/27/16

Antwan Wilson, Superintendent & Board Secretary

Date 10/27/16

APPROVED AS TO FORM

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

Date 10/11/16

Schedule A

ACOE

SERVICE
LEVEL
AGREEMENT

For

Hosted
Applications

Table of Contents

Ongoing Operational Support Services

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

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

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

Managed Monitoring Services

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

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

Systems Availability Services

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

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

Levels of systems availability

Standard

Critical

Mission Critical

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

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

HelpDesk Services

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

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

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

Problem Management & Escalation Notification

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

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

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

Problem Severity Levels / Escalation Time

Severity Level 1 = highest 4 = lowest	Elapsed time before starting troubleshooting	Severity Level Definition	Severity Level Impact	Business Risk
1	Within 30 mins. during business hrs. 7:30am – 5:00pm, Mon - Fri	* Server(s) is down * Service(s) are down * User Access Compromised * Critical application are unavailable	Widespread user services are inaccessible or unavailable. Fix required	High
2	Within 60 mins. during business hrs. 7:30am – 5:00pm, Mon - Fri	* Production performance slows. * Service performance is Inconvenient to user. * User has problems with a particular function, service or security violations	Performance degradation, not widespread to all users but Services are impacted	Moderate/ High
3	ACOE will consult & diagnose with Vendor support. Notification to the customer will follow to schedule emergency maintenance.	Warning Errors detected, but not impacting production performance or user services but risk could be high if not resolved in 24 hours.	No User Impact requires same day emergency Fix/Change maintenance	Moderate/ Low
4	ACOE will consult & diagnose with Vendor support. Notification to the Customer will follow to discuss scheduled maintenance.	Warning errors detected. Known cause. Not urgent but requires eventual action or preventive measure.	No User Impact but requires future day Scheduled maintenance	Low

Problem Management – Status Update

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

Problem Resolution Turnaround Time

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

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

-

Change Management & Control

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

Change Management Services

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

All major changes must be negotiated.

Changes Permitted During Systems Availability Hours:

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

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

Changes Not Permitted During Systems Availability Hours:

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

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

Change Management Risk Levels

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

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

Change Requests -Turnaround Schedule

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

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

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

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

Regular Maintenance

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

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

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

Regular Maintenance Window

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

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

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

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

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

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

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

Emergency Maintenance – (EM)

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

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

Tier 2 Support

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

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

After Hours Monitoring & Support

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

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

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

After Hours Response

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

-

Extended Services

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

SLA Contacts and Authorizations
The following individuals are identified for the specific purposes outlined below

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

Schedule B

Standard Operating Procedure – Warrant Processing

Purpose

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

Scope

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

Prerequisites

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

Procedural Responsibilities

The Alameda County Office of Education is responsible for:

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

The School District is responsible for:

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

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

General Information

Accounts Payable Guidelines:

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

Payroll Processing Guidelines:

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

DBS Warrant End-of-Month Deadlines:

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

Warrant Cancels & Stop Payment Deadlines:

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

Late Submissions – Processing Fees:

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

Accounts Payable:

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

Payroll:

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

Definitions

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

Schedule C

Description of Costs

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

Implementation Costs – One-time costs

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

1. System Setup, Staff training and Data conversion.

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

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

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

Recurring Costs

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

1. **Escape Software Annual License Maintenance paid to Escape Technology.** The license maintenance fee is sent to Escape Technology by ACOE. The first payment is due is due at the time of signing and will be prorated as appropriate. *Annual License/Maintenance Payments.* The annual license maintenance fee shall be $695,000 (six hundred ninety five thousand dollars) for fiscal years 2016/17, 2017/18 and 2018/2019 as set by Escape Technologies. Beginning in the 2019/20 fiscal year, and for each succeeding year, California CPI as published by School Services, or 2.0%, whichever is greater shall be added to the previous year's amount. For example, if the California CPI is 3.0% for 2019/2020 the new amount would be $715,850. In the event of a negative California CPI, the CPI will not be applied to prior year amounts. The Escape Online Employee Portal software annual rate is established as $69,500 or 10% (ten percent) of the Annual Payment as above. Beginning in 2018/19 the annual payment for webinars will be $2,500 (two thousand five hundred dollars) and is due each July 1.	$ 764,500.00

2. **ACOE Support and Operations** ACOE Support and Operations includes hosting the Escape Online 5 software and data, implementation of software release and patches, ACOE network infrastructure, equipment, maintenance, offsite data storage, disaster recovery, technical support, training, user groups, webinars provided by Escape, payroll and A/P warrant processing, secure email transmission of ACH advices to employees, W-2 and 1099 processing, quarterly tax reporting, PERS and STRS data file generation and submission, implementation of SACS updates, posting of property taxes, apportionments, inter-fund transfers, and deposits directly to the district's general ledger, assistance with security settings and data access, assistance with implementing negotiated settlements including retro payroll and salary schedule adjustments. The first payment for Technical Support and Data Processing is due at the time of signing and will be prorated as appropriate. The annual support fee shall be $365,000 (three hundred sixty five thousand dollars) for fiscal years 2016/17, 2017/18, and 2018/19. In all subsequent years, thereafter, the previous year's annual support costs will be adjusted by the published funded Cost-of-Living percentage for Unified School Districts for the State of California. In the event of a negative Cost-of-Living percentage, the Cost-of-Living percentage will not be applied to the prior year amounts.	$ 365,000.00

Appendix A

System Requirements

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

Client Workstation Requirements:

Type	Recommended Requirements
Operating System	Microsoft Windows XP Microsoft Windows Vista (x86, x64) Microsoft Windows 7 (x86, x64) Microsoft Windows 8 (x86, x64) Microsoft Windows 8.1 (x86, x64) Microsoft Windows 10 (x86, x64)
Processor	Intel compatible multi-core processor, such as Intel Core Duo (Intel i7 recommended)
RAM	4 Gb minimum for low volume user (site user) 8 Gb minimum for high volume user (district office/payroll)
Storage space	There are no special requirements about storage space, other than the usual requirements for the Windows version installed and 25 Mb for Escape Online application.
Network	Network requirements are based on expected bandwidth utilization.
Monitor	The minimum display is 1024x768.
Add'l Software/Notes	The following software is necessary to take full advantage of Escape Online functions: • Microsoft Office for exporting to Excel • Adobe Acrobat Reader for report PDFs • Microsoft Internet Explorer for HTML Home Page • Adobe Flash Player for viewing tutorials and additional functionality